

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3597425

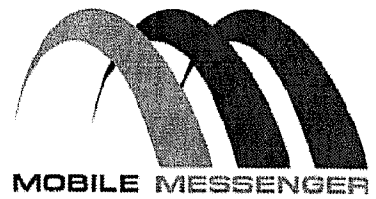
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRASER THOMPSON	06/23/2008
RECEIVING PARTY DATA	
Name:	MOBILE MESSENGER AMERICAS INC
Street Address:	2700 COLORADO AVE.
Internal Address:	SUITE 450
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13567537
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2028576000
Email:	patentdocket@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K STREET, NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	031592.00072
NAME OF SUBMITTER:	GLORIA PEREIRA
SIGNATURE:	/gloria pereira/
DATE SIGNED:	11/02/2015
Total Attachments: 9	
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LOS ANGELES
2700 Colorado Ave. Suite 450
Santa Monica, CA 90404
P: + 1 310 425 7331
F: + 1 310 861 1140

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made June 27, 2008

BETWEEN: Mobile Messenger Americas Inc

Hereinafter called the "COMPANY" or "WE", whose office is located at:

2700 Colorado Ave. Suite 450 Santa Monica, CA 90404

AND:

Fraser Thompson

Hereinafter called the "EMPLOYEE" or "YOU", whose residence is at:

2003-18 Yorkville Ave, Toronto ON, M4W 3Y8

IT IS AGREED AS FOLLOWS:

1. Position

POSITION:

Dir. Operations Canada

COMMENCING:

June 23, 2008

REVIEW PERIOD:

August 23, 2008

EMPLOYEE CONFIDENTIALITY AND INVENTIONS AGREEMENT

This Agreement (this "Agreement"), dated as of June 27, 2008 is by and between Mobile Messenger Americas, Inc., a Delaware corporation ("Employer"), and the person identified on the signature page to this Agreement ("Employee").

Employee is, or expects to become, employed by Employer or one or more of Employer's affiliates (such affiliates, whether now or hereafter existing, together with Employer, are referred to herein, collectively, as the "Company").

In consideration of, and as part of the terms of, the employment or continued employment of Employee by the Company, the compensation paid and to be paid by the Company to Employee, the entrusting to Employee of certain trade secrets and proprietary information of the Company, and the mutual covenants and promises set forth herein, Employee and Employer, for itself and for the Company, agree as follows:

1. Freedom to Contract Employee represents that Employee is free to enter into this Agreement, Employee has not made and will not make any agreements in conflict with this Agreement, and Employee will not disclose to the Company, or use for the Company's benefit, any trade secrets or confidential information which is the property of any third party.

2. Confidentiality

2.1 Definitions. "Confidential Information" means (a) all Information acquired by Employee from the Company, its other employees, its suppliers or customers, its agents or consultants, or others, during Employee's employment by the Company, that relates to the present or potential businesses, products or services of the Company, as well as any other Information as may be designated by the Company as confidential or that a reasonable person would understand from the circumstances of the disclosure to be confidential; (b) all Information created or acquired by Employee in the course of any Included Activity (as defined in Section 3.1); and (c) all Derivative Information. "Derivative Information" means all copies, digests, summaries of Information, as well as feedback, suggestions, improvements or other Creations derived from the Information. Information means all forms and types of financial, business, marketing, operations, scientific, technical, economic and engineering information, whether tangible or intangible, including without limitation, patterns, plans, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, codes, know-how, computer software, databases, product names or marks, marketing materials or programs, plans, specifications, shop-practices, customer lists, supplier lists, engineering and manufacturing information, price lists, costing information, employee and consulting relationship information, accounting and financial data, profit margin, marketing and sales data, strategic plans, trade secrets and all other proprietary information, irrespective of the Medium in which such Information is memorialized or communicated. "Medium (Media)"

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means any communications or storage medium, regardless of method of storage, compilation or memorization if any, including without limitation, physical storage or representation (including models and prototypes), electronic storage, graphical (including designs and drawings) or photographic representation, or writings and in the case of information that is not stored or otherwise memorialized, oral communication.

2.2 Acknowledgment. Employee recognizes and acknowledges that:

- a) the Company's Confidential Information is a valuable, special and unique asset of the Company's business;
- b) access to and knowledge of the Confidential Information by Employee may be required so that Employee can perform his/her duties as an employee of the Company;
- c) it is vital to the Company's legitimate business interests that (1) the confidentiality of the Confidential Information be preserved and (2) the Confidential Information only be used for the benefit of the Company;
- d) disclosure of the Confidential Information to any other person or entity outside the Company or use of the Confidential Information by or on behalf of any other person or entity could result in irreparable harm to the Company;
- e) disclosure or use beyond the permitted scope of Confidential Information entrusted to the Company by its customers and contractors could expose the Company to substantial damages;
- f) the Confidential Information is and shall remain the exclusive property of the Company; and
- g) nothing in this Agreement shall be construed as a grant to Employee of any rights, title or interest in, to or under the Confidential Information.

2.3 Restrictions. Except as expressly directed by the Company, Employee shall not, during or after the term of Employee's employment by the Company, in whole or in part, disclose such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall Employee make use of any such Confidential Information for Employee's own purposes or for the benefit of any person, firm, corporation or other entity under any circumstances during or after the term of Employee's employment; *provided* that if applicable law restricts the duration of the confidentiality and nonuse obligations set forth in this Section 2.3 (the Confidentiality and Non-Use Obligations) for Confidential Information that is not also a trade secret under applicable law (Other Confidential Information), the Confidentiality and Non-Use Obligations as to Other Confidential Information

shall remain in effect during the term of Employee's employment by the Company and for a period of five (5) years thereafter, and shall be five (5) years as to trade secrets.

2.4 Exclusions. The Confidentiality and Non-Use Obligations shall not apply to such Confidential Information which Employee can establish by clear and convincing written proof: (a) was known by Employee both prior to employment and other than by disclosure by the Company; (b) was lawfully in the public domain and generally known in the trade prior to its disclosure hereunder, or becomes publicly available and generally known in the trade other than through a breach of this Agreement; or (c) was specifically authorized for non-confidential disclosure by the Company other than by authority of Employee; provided that only the specific information that meets the exclusion shall be excluded and not any other information that happens to appear in proximity to such excluded portion (for example, a portion of a document may be excluded without affecting the confidential nature of those portions that do not themselves qualify for exclusion).

2.5 Required Disclosures. Employee agrees to notify the Company promptly upon learning about any court order or other legal requirement that purports to compel disclosure of any Confidential Information and to cooperate with the Company in the exercise of the Company's right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. Disclosure of Confidential Information pursuant to a court order or other legal requirement that purports to compel disclosure of any Confidential Information shall not alter the character of that information as Confidential Information hereunder.

2.6 Return of Confidential Information. All Confidential Information, including without limitation, all Derivatives and Creations, are and shall continue to be the exclusive property of the Company. Immediately upon any termination of Employee's employment or at any time upon the request of the Company, Employee shall deliver to the Company, or its designee, all of such Confidential Information and all other Company property then in Employee's actual or potential possession or control in any tangible or electronic form. If Employee and Company agree as to any specific Information or property that cannot reasonably be delivered, Employee shall provide reasonable evidence that such materials have been destroyed, including but not limited to, the purging or erasing of any and all computer records and data files.

2.7 Third Party Information. Employee acknowledges that the Company has received and may in the future receive confidential and proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and, in some cases, to use it for certain limited purposes. Employee agrees that he/she owes the Company and such third parties, both during the term of Employee's employment and in accordance with the length of the applicable agreement, a duty to hold all such confidential or proprietary information in strictest confidence and not to disclose or use it in any manner that is not consistent with the Company's agreement with the third party, unless expressly

authorized to do so by an executive officer of the Company (other than Employee, if Employee is an executive officer of the Company).

3. Intellectual Property & Creations

3.1 Definitions. Included Activity means at any time of determination, any activity conducted by, for or under the direction of the Company, whether or not conducted at the Company's facilities, during working hours or using the Company assets, or which relates directly or indirectly to (a) the business of the Company as then operated or under consideration or development or (b) any method, program, computer software, apparatus, design, plan, model, specification, formulation, technique, product, service, process (including without limitation, any business processes and any operational processes) or device, then purchased, sold, leased, used or under consideration or development by the Company. "Creations" means all ideas, discoveries, improvements, inventions (including without limitation discoveries of new technology and improvements to existing technology), Confidential Information, know-how, innovations, writings, works of authorship, compilations and other developments or improvements, whether or not reduced to practice or writing and whether or not patented or patentable, or registered or registrable under patent, copyright, trademark or similar statute, which arise out of any Included Activity.

3.2 Assignment. Employee hereby sells, transfers and assigns to (and the following shall be the exclusive property of) the Company, or its designee, the entire right, title and interest of Employee in and to all Creations made, discovered, invented, authored, created, developed, originated or conceived by Employee, solely or jointly, (i) during the term of Employee's employment with the Company or (ii) on or before the first anniversary of the date of termination of Employee's employment with the Company, provided that this clause (ii) shall only apply to such Creations made, discovered, invented, authored, created, developed, originated or conceived by the Employee, solely or jointly, which are directly related to the Company's line of business. Employee acknowledges that all copyrightable materials developed or produced by Employee within the scope of Employee's employment by the Company constitute works made for hire, as that term is defined in the United States Copyright Act 17 U.S.C. § 101.

Employee's obligation to assign shall not apply to any invention as to which Employee can prove:

- (1) was developed entirely on Employee's own time and did not involve the use of equipment, supplies, facility, or trade secret information of Company, and
- (2) does not relate to the business of Company or to the actually or demonstrably anticipated research or development of Company, or does not result from any work performed by Employee for Company.

3.3 Disclosure & Cooperation. Employee shall communicate promptly and disclose to the Company, in such form as the Company may reasonably request, all information, details and data pertaining to any such Creations, and Employee shall execute and deliver to the

Company or its designee such formal transfers and assignments and such other papers and documents and shall give such testimony as may be deemed necessary or required of Employee by the Company or its designee to develop, preserve or extend the Company's rights relating to any Creations and to permit the Company or its designee to file and prosecute patent applications, to file any trademark, service mark or trade name application and, as to copyrightable material, to obtain copyright registrations thereof.

3.4 Exclusion. If any Creation fully qualifies under any applicable state or federal law that (a) restricts the enforcement of the provisions of Sections 3.2 or 3.3 by an employer against an employee and (b) prohibits the waiver of such employee rights by contract, then as to such qualifying Creations, the provisions of Sections 3.2 and 3.3 shall only apply to the extent, if any, not prohibited by such law.

4. Non-Competition & Non-Interference

4.1 During the Term of Employment. During Employee's employment by the Company, Employee will comply with all policies and rules that may from time to time be established by the Company, and will not engage directly or indirectly in any business or enterprise which in any way is competitive or conflicting with the interests or business of the Company. In addition, in consideration of Employee's employment by the Company, Employee recognizes that Employee owes a duty of loyalty to the Company and agrees that Employee will not personally engage in or invest in (whether directly or indirectly through Employee's family members or affiliates) any business opportunity which is in the same or a closely-related line of business as that engaged in by the Company during the term of this Agreement. Employee understands and agrees that he/she are required to devote his/her full time and use his/her best efforts in the course of Employee's employment with the Company and to act at all times in the best interests of the Company.

4.2 Acknowledgment. Employee understands and recognizes that (i) his/her working for a competitor of the Company would lead to the inevitable disclosure of the Company's Confidential Information; (ii) in the course of Employee's employment with the Company, customers and others may come to recognize and associate Employee with the Company, its products and services, and that Employee will thereby benefit from the Company's goodwill; and (iii) if Employee were to engage in competition with the Company, directly or indirectly, Employee would thereby usurp the Company's goodwill.

4.3 Disparagement. Employee agrees that during the course of employment and after the termination of employment with the Company, Employee will not disparage the Company, its products, services, agents or employees.

4.4 Prohibited Post Termination Activities. In addition to Employee's continuing duty to maintain the confidentiality of Company's confidential and proprietary information, Employee will not, for a period of one year following the termination of Employee's employment, induce any employee of, or consultant to, Company to engage in any business in

which Company is engaged or contemplates engaging, or solicit any employee to leave the employment of Company.

4.5 **Rights Conferred.** Nothing contained in this Agreement shall be construed as giving Employee any legal or equitable rights against the Company or any subsidiary or affiliated corporation or any director, officer, employee, or agent thereof except for such rights as are expressly provided herein. Nothing contained in this Agreement shall be construed (i) to alter the at-will nature of the employment relationship between the Company and Employee, (ii) as a contract for continuing employment or to confer on Employee any right of continued employment for a particular term of time, (iii) to obligate the Company to continue Employee's employment, or (iv) to require cause for the termination of the employment relationship.

5. **Enforcement** Employee agrees and acknowledges that the Company will suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages for the loss by the Company of its benefits or rights under this Agreement as the result of a breach, default or violation by Employee of Employee's obligations under Sections 2, 3 or 4 of this Agreement. Accordingly, the Company shall be entitled, in addition to all other remedies which may be available to it (including monetary damages), to injunctive and other available equitable relief, without bond, in any court of competent jurisdiction to prevent or otherwise restrain or terminate any actual or threatened breach, default or violation by Employee of any provision contained in Sections 2, 3 or 4 of this Agreement or to enforce any such provision.

6. **Governing Law & Jurisdiction** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California (without reference to principles of conflicts or choice of law that would cause the application of the internal laws of any other jurisdiction). Any dispute concerning or action to enforce this Agreement shall be brought in Los Angeles County California. Employee expressly consents to and agrees to subject himself/herself to the jurisdiction of the courts in Los Angeles County California, federal or state, for purposes of determining any and all rights or obligations under this Agreement.

7. **Notices** All notices, requests, instructions or other documents to be given hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if (i) delivered personally (effective upon delivery), (ii) mailed by certified mail, return receipt requested, postage prepaid (effective five business days after dispatch), (iii) sent by a reputable, established courier service that guarantees next business day delivery (effective the next business day), or (iv) sent by fax followed within 24 hours by sending confirmation by one of the foregoing methods (effective upon receipt of the fax in complete, readable form), addressed to the Company at the address set forth above and to Employee at the address set forth in the Company's records or at such other address as such party may have supplied for the purpose pursuant to this Section.

8. **Captions** The captions of sections or subsections of this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement.

9. Severability If any provision of this Agreement shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void and shall not affect in any way the remainder of such provision or any other provision of this Agreement, and the invalid, unenforceable or void provision shall be enforceable to the fullest extent possible to reflect the parties intentions hereunder.

10. Binding Effect; Benefits; Assignment This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Agreement may be assigned, without consent of Employee, by the Company to any person, partnership, corporation or other entity, including without limitation, any person, partnership, corporation or other entity which succeeds to the business of the Company or which has purchased substantially all the assets of the Company. Employee may not assign Employee's rights or delegate Employee's obligations under this Agreement and any such attempted assignment or delegation shall be void and of no effect. Nothing in this Agreement is intended to or shall confer any rights or remedies on any third party other than the parties hereto and their respective heirs, successors and permitted assigns. This Agreement shall survive any and all changes in Employee's employment with the Company.

11. Entire Agreement; Amendment; Waiver This Agreement sets forth the sole and entire agreement and understanding between the Company and Employee with respect to the specific matters contemplated and addressed hereby. No prior agreement, whether written or oral, shall be construed to change or affect the operation of this Agreement in accordance with its terms, and any provision of any such prior agreement which conflicts with or contradicts any provision of this Agreement is hereby revoked and superseded. This Agreement may be amended only by a written instrument executed both by Employee and by an executive officer of the Company (other than Employee if Employee is an executive officer). No consent to or waiver of any breach, default or violation in the performance of any obligation of Employee hereunder, and no failure by the Company to complain of any such breach, default or violation, shall be effective unless it is in writing and executed by an executive officer of the Company (other than Employee if Employee is an executive officer). No such consent, waiver or failure to complain shall be deemed to be a consent to or waiver of any other breach, default or violation of either the same or any other obligation of Employee hereunder, whether occurring prior to or after such consent, waiver or failure to complain.

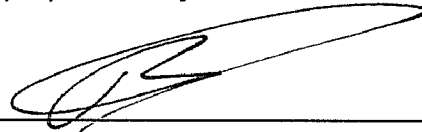
12. Acknowledgment Employee acknowledges that this Agreement is a condition of Employee's employment with the Company, and that Employee has had a full and adequate opportunity to read, understand and discuss with Employee's advisors, including legal counsel, the terms and conditions contained in this Agreement prior to signing hereunder.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and year first above written.

MOBILE MESSENGER AMERICAS INC.

Fraser Thompson

[Employee Name] PRINT



[Employee Name] SIGNATURE