

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3629171

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OLENA DOPIRO	02/23/2015
	IULIA STEFAN	04/23/2014
	GEOFFREY WAGNER SKOW	01/22/2015
RECEIVING PARTY DATA		
Name:	INGENIO, LLC.	
Street Address:	201 MISSION ST., SUITE 200	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94105	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14584745	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	suim@gtlaw.com	
Correspondent Name:	GREENBERG TRAURIG LLP	
Address Line 1:	77 WEST WACKER DRIVE, SUITE 3100	
Address Line 4:	CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	147296-200100/US	
NAME OF SUBMITTER:	MENG SUI	
SIGNATURE:	/Meng Sui/	
DATE SIGNED:	11/23/2015	
Total Attachments: 9		
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COMBINED PATENT ASSIGNMENT AND DECLARATION

As the below named inventor of an invention entitled,

SYSTEMS AND METHODS TO AVOID COLLISIONS IN ESTABLISHING REAL-TIME COMMUNICATION CONNECTIONS

I HEREBY DECLARE that:

This declaration is directed to

☐ the attached application, or

☒ United States Patent Application Serial Number 14/584,745 filed on December 29, 2014.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I HEREBY ACKNOWLEDGE that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

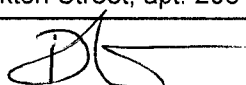
I HEREBY STATE that I have reviewed and understand the contents of the above-identified application, including the claims; and I am aware of the duty to disclose to the U.S. Patent and Trademark Office all information known by me to be material to patentability as defined in 37 CFR §1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT International filing date of the continuation-in-part application.

TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign and transfer to

Ingenio, LLC, a corporation organized and existing under the laws of the State of Delaware, and having a mailing address of 201 Mission St., Suite 200, San Francisco, CA 94105, US (hereinafter referred to as ASSIGNEE), which is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries

the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any nonprovisional, continuation, continuation-in-part, divisional, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I HEREBY COVENANT that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Legal Name of Inventor	Last Name Dopiro	First Name Olena	Middle Name
Residence & Citizenship	City San Francisco	Country US	Country of Citizenship CA
Mailing Address	Street 2130 Stockton Street, apt. 206	City San Francisco	State & Zip Code CA 94133, US
Signature of Inventor: 			Date: 2/23/2015

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

23rd This Confidentiality and Invention Assignment Agreement (this "*Agreement*") is entered into this day of April, 2014 (the "*Effective Date*"), between Ingenio Acquisition, LLC, a Delaware limited liability company ("*Company*") and Iulia Stefan ("*Employee*"). In consideration of Employee's employment with Company, Employee's receipt of the compensation paid to Employee by Company and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information.

1.1. **Definition of Confidential Information.** "*Confidential Information*" means all nonpublic or proprietary information relating to Company's business or that of any Company customer or supplier. Examples of Confidential Information include, but are not limited to, software (in source or object code form), databases, algorithms, processes, designs, prototypes, methodologies, reports, specifications, information regarding products sold, distributed or being developed by the Company and any other non-public information regarding Company's current and developing technology; information regarding customers, prospective customers, clients, business contacts, prospective and executed contracts and subcontracts, marketing and/or sales plans, or any other plans and proposals used by the Company in the course of its business, and any non-public or proprietary information regarding the Company or the Company's present or future business plans, financial information, or any intellectual property, whether any of the foregoing is embodied in hard copy, computer-readable form, electronic or optical form, or otherwise.

1.2. **Employee's Use of Confidential Information.** Employee will at all times during and after Employee's employment with the Company, maintain the confidentiality of the Confidential Information. Employee will not, without Company's prior written consent, directly or indirectly: (a) copy or use any Confidential Information for any purpose not within the scope of Employee's work on Company's behalf; or (b) show, give, sell, disclose or otherwise communicate any Confidential Information to any person or entity other than Company unless such person or entity is authorized by Company to have access to the Confidential Information in question. These restrictions do not apply if the Confidential Information (i) has been made generally available to the public by Company, (ii) becomes generally available to the public through some other normal course of events, or (iii) is required to be disclosed pursuant to a valid judicial or administrative order if Employee: (I) provides timely written notice of such order to Company and reasonably cooperates with any efforts by Company to contest or limit the scope of such order; and (II) uses all reasonable efforts to limit the disclosure of such Confidential Information and seek a protective order or an equivalent to protect the disclosure of such Confidential Information. All Confidential Information prepared by or provided to Employee is and will remain Company's property or the property of the Company customer or supplier to which they belong.

1.3. **Former Employers' Confidential Information.** Employee will not improperly use or disclose to Company, or to any Company employee, agent or contractor, any confidential or proprietary information (including unpublished patent applications or invention disclosures) belonging to any former employer of Employee or to any other person or entity to which Employee owes a duty of nondisclosure. For purposes of clarity, this Section 1.3 does not prevent Employee from using information which Company has the right to use pursuant to agreements between the Company, YP Holdings LLC and Ingenio LLC.

1.4. **Return of Company Information, Material and Property.** Upon termination (whether voluntary or involuntary) and at other times as requested by Company, Employee will immediately turn

over to Company all Confidential Information, including all copies, and other property belonging to Company or any of its customers, including documents, disks, computer equipment or other computer media in Employee's possession or under Employee's control. Employee will also return any materials that contain or are derived from Confidential Information, or are connected with or relate to Employee's services to Company or any of its customers.

2. Inventions.

2.1. Definition of Inventions. "*Inventions*" means all ideas, know-how, methodologies, processes, techniques, concepts, designs, algorithms, inventions, discoveries and works of authorship, and all rights in any trademarks, service marks, trade secrets, copyrights, patents, and other proprietary rights that Employee obtains, learns of, conceives, develops, reduces to practice or creates, in whole or in part, alone or with others, during or as a direct result of Employee's employment with Company (whether or not conceived, developed, reduced to practice or created during regular working hours). The requirement for Employee to assign any Inventions to the Company under this Agreement is limited by Section 2.4 below.

2.2. Disclosure of Inventions. During and after Employee's employment with the Company, whether upon Company's request or voluntarily, Employee will promptly disclose to Company, or its designee, all Inventions that Employee has created, contributed to or knows about, regardless of the nature of that knowledge, and regardless of whether such Invention, or any aspect of such Invention, has been described, committed to writing, or reduced to practice, in whole or part, by any other person. At all other times, Employee will treat any Invention as Confidential Information. Company will hold any such disclosures received after Employee's employment with the Company in confidence to the extent such inventions are not owned by or assigned to the Company pursuant to Section 2.3.

2.3. Assignment and Disclosure of Inventions. Except as otherwise provided in Section 2.4: (a) any Inventions that are works of authorship are "works made for hire," as that term is defined in the United States Copyright Act; and, (b) to the extent any Invention is not, by operation of law, a "work made for hire," Employee hereby irrevocably assigns to Company in perpetuity all right, title, and interest in and to such Invention, whether or not subject to patent, copyright, trademark or trade secret protection.

2.4. Notice. Employee understands that the provisions of this Agreement requiring assignment of Inventions to the Company is limited by Section 2870 of the California Labor Code, which is attached hereto as Appendix A. The requirement that Employee assign any Invention under Section 2.3 of this Agreement does not apply to Inventions (a) for which no equipment, supplies, or facility of Company or Confidential Information was used; and (b) which was developed entirely on the Employee's own time; and (c) which does not relate: (i) directly to the business of Company, or (ii) to the Company's actual or anticipated research, development or business; and, (d) which does not result from any work performed by the Employee for Company.

2.5. Additional Instruments. Employee will promptly execute, acknowledge and deliver to Company all additional instruments or documents that Company determines at any time to be necessary to carry out the intentions of this Section 2. Furthermore, whether during or after Employee's employment with Company, Employee will promptly perform any acts deemed necessary or desirable by Company, at Company's expense, to assist it in obtaining, maintaining, defending and enforcing any rights and/or assignment of an Invention. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agent and attorney-in-fact to act for and on Employee's behalf and instead of Employee, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this Section 2.5, including, without limitation, the perfection of assignment and the prosecution and

issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by Employee.

2.6. Pre-existing Inventions. Employee has accurately identified on Schedule 1 all ideas, methodologies, processes, inventions, discoveries and works of authorship, and all rights in any trademarks, service marks, trade secrets, copyrights, and patents, that Employee created prior to Employee's employment with Company (collectively "**Pre-Existing Inventions**") that may reasonably relate to the current or future business of Company. Except as provided herein, Employee will retain all right, title and interest in and to such Pre-Existing Inventions. Employee will promptly disclose to Company any modifications or improvements to any Pre-Existing Inventions that fall within the definition of Invention (and assigns rights thereto to Company pursuant to Section 2.). In the event Employee, during the course of or resulting from employment with Company, uses, develops, or otherwise provides Confidential Information, Inventions or other works that incorporate or reasonably require the use of any of Employee's Pre-Existing Inventions, Employee will promptly disclose such and hereby grants Company an unrestricted, royalty-free, perpetual, irrevocable, transferable, license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works, perform, display, disclose, sublicense and otherwise exploit any and all such Pre-Existing Inventions, to the extent such grant of rights does not conflict with any contractual obligations of Employee existing prior to the Effective Date.

2.7. Waiver of Moral Rights. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights" (collectively "**Moral Rights**"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Employee hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent.

3. Non-Solicitation. During Employee's employment and for twelve (12) months after termination of such employment for any reason, Employee will not, directly or indirectly: (a) solicit the business of any customer or vendor of Company using the Company's confidential, proprietary and/or trade secrets information; (b) encourage or solicit any employee or consultant who worked for the Company on the date of Employee's termination to leave the Company for any reason, nor will Employee solicit such person's services; (c) assist any other person or entity in such encouragement or solicitation; or, (d) otherwise interfere with the relationship any employee or consultant has with the Company. Notwithstanding the foregoing, the restrictions of this paragraph 3 will not apply to the placement of general advertisements which are not targeted directly or indirectly towards employees of the Company.

4. No Violation of Other Agreements or Obligations. Employee hereby represents warrants and covenants that neither (a) Employee's entering into this Agreement nor (b) Employee's carrying out the provisions of this Agreement, will violate any other agreement (oral, written or other) to which Employee is a party or by which Employee is bound, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by Employee in confidence or in trust prior to his employment with the Company. Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others and agrees not to enter into any agreement either written or oral in conflict with this Agreement.

5. Survival. Employee's obligations under this Agreement survive the termination of Employee's employment with Company regardless of the reason for the termination and whether the termination was voluntary or involuntary on the part of the Employee. Company is also entitled to communicate

Employee's obligations under Sections 1-3 of this Agreement to Employee's future or potential employer.

6. Remedies. Employee acknowledges that if Employee breaches any obligation under this Agreement, including a breach of provisions regarding confidentiality, non-solicitation, non-competition and disclosure of inventions, Company will suffer immediate and irreparable harm and damage and that a remedy at law would be inadequate. Upon any such breach or threatened breach of any obligation under this Agreement, in addition to any and all legal remedies, Company may seek any injunctive relief available in order to prevent or restrain any such breach by Employee or by Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with Employee. This paragraph will not be construed as an election of any remedy or as a waiver of any right available to Company under this Agreement or the law, including the right to seek damages from Employee for a breach of any provision of this Agreement.

7. Company Authorization for Publication. Prior to submitting, disclosing for possible publication or disseminating outside the Company (such as through public speaking engagements or literature), any material Employee prepares that incorporates information that concerns the Company's business or anticipated research, Employee will deliver a copy of such material to an officer of the Company for his or her review. Company will notify Employee in writing whether the Company believes such material contains any Confidential Information or Inventions, and Employee will make such deletions and revisions as are reasonably requested by the Company to protect its Confidential Information and Inventions. Employee will also obtain the written consent of the Company prior to any review of such material by persons outside the Company.

8. Entire Agreement. This Agreement and the Schedule attached hereto sets forth the entire agreement between the parties and supersedes any and all prior agreements or representations, written or oral, of the parties with respect to the subject matter of this Agreement. In the event of any direct conflict between any term of this Agreement and any term of any other agreement either written or oral, the terms of this Agreement will control, unless explicitly stated otherwise in the subsequent agreement. If Employee signed or signs any other agreement(s) relating to or arising from Employee's service to or employment with Company, provisions of such agreement(s) that do not directly conflict with a provision of this Agreement will not be affected, modified or superseded by this Agreement, but rather will remain fully enforceable according to their terms.

9. Modification. This Agreement can only be modified by a subsequent written agreement executed by Employee and a duly authorized officer of Company.

10. Heirs and Assigns. In light of the unique personal services to be performed by Employee hereunder, it is acknowledged and agreed that any purported or attempted assignment or transfer by Employee of this Agreement or any of Employee's responsibilities or obligations hereunder will be void. The Company in its sole discretion may assign this Agreement to any parent, subsidiary, affiliate or successor of Company without prior written consent of Employee.

11. Governing Law and Venue. The validity, enforceability, construction and interpretation of this Agreement are governed by the internal laws of the State of California. In the event a dispute arises regarding this Agreement, the parties will submit to the jurisdiction of the federal and state courts of the State of California. Employee expressly waives any objection as to jurisdiction or venue in the state and federal courts located in San Francisco County, California.

12. Severability. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will remain fully enforceable. To the extent that any court concludes that any provision of this Agreement is void or voidable, the court will, or the

parties will if the court does not act, reform such provision(s) to render the provision(s) enforceable, to the greatest extent possible and in view of the parties' express desire that Company be protected to the greatest extent allowed by law from unfair competition and/or the misuse or disclosure of Confidential Information and/or Inventions.

13. **No Waiver.** No term or condition of this Agreement will be deemed to have been waived, except by a statement in writing signed by the party against whom enforcement of the waiver is sought. Any written waiver will not be deemed a continuing waiver unless specifically stated, will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

14. **At-Will Employment.** THIS AGREEMENT IS NOT A GUARANTEE OR PROMISE OF EMPLOYMENT FOR A DEFINITE PERIOD OF TIME, AND UNLESS OTHERWISE AGREED BY COMPANY AND EMPLOYEE IN WRITING, EMPLOYEE'S EMPLOYMENT WITH COMPANY IS "AT-WILL" AND MAY BE TERMINATED BY EITHER PARTY AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

15. **Agreement Read, Understood and Fair.** Employee has carefully read and considered all provisions of this Agreement and acknowledges that all of the restrictions set forth herein are fair and reasonable and reasonably required to protect Company's interests.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the Effective Date above.

Employee's Signature:

Julia Stefan

Print name: JULIA STEFAN

Title: MANAGER, ANALYTICS & BI

Date: 4/23/14

For Company:

Print name: _____

Title: _____

Date: _____



April 23, 2014

Iulia Stefan
1315 Spruce Street, Apt. 4
Berkeley, CA 94709

Re: Offer of Employment

Dear Iulia,

Ingenio, LLC ("Ingenio") is pleased to offer you the position of Manager, Analytics & BI to start on May 19, 2014. This is a full-time, exempt status position. You (the "Employee") will report to Robert Tomkinson. You will be working at Ingenio as an at-will employee on the terms specified herein.

Compensation and Bonus: You will earn a starting salary of \$90,000 (the "Base Pay") paid in accordance with Ingenio's payroll schedule and practices. Your compensation is subject to all required tax and other applicable withholdings. Compensation changes remain at the discretion of the President and the Chief Executive Officer of Ingenio. You are also eligible to earn a bonus under Ingenio's bonus program. At target your total bonus amount is projected to equal 10% of the Base Salary. We will provide more detailed information concerning Ingenio's bonus program once you begin your employment.

Liquidity Interest: In addition to the abovementioned compensation and bonus, you will be eligible to participate in Ingenio's Employee Liquidity Interest Plan. Upon our receipt of your Participant's Acceptance Agreement under such Plan, you will be allocated 4,000 liquidity interests (subject to "vesting" and possible dilution).

Benefits: You shall be eligible to participate in Ingenio's group health insurance plan, subject to and in accordance with applicable eligibility requirements in accordance with the terms and conditions as in effect from time to time.

Paid Time Off: Ingenio has a PTO policy and will provide you with a copy of it when you commence your employment with Ingenio.

Confidentiality and Invention Assignment Agreement: You will be required as a condition of your employment with Ingenio to sign Ingenio's enclosed Confidentiality and Invention Assignment Agreement.

"At Will" Employment: You will be an "at-will" employee, which means that your employment with Ingenio may be terminated by you or by Ingenio at any time, for any or no reason, with or without cause or any advance procedures. Any contrary representations that may have been made to you are superseded by this letter. No provision of this letter shall confer upon you any right to continue as an employee for any period of specific duration or interfere with or otherwise restrict in any way the rights of Ingenio to terminate any employee status at any time for any reason, or no reason with or without cause. Although your job duties, title, compensation and benefits, as well as Ingenio personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by Ingenio's Chief Executive Officer.

Other Agreements: By signing this letter, you represent and agree that you will not improperly use or disclose to Ingenio, or to any Ingenio employee, agent or contractor, any confidential or proprietary information (including unpublished patent applications or invention disclosures) belonging to any former employer of yours or to any other person or entity to which you owe a duty of nondisclosure.

Conditions of Employment: In order to accept this offer and become employed by Ingenio, Ingenio requires the following:

1. Your return of the enclosed copy of this letter, the Confidentiality and Invention Assignment Agreement after it has been signed by you without modification, to us no later than close of business Friday April 25, 2014, after which time this offer will expire.
2. You must present documentary proof of your identity and legal right to work in the United States. Please review the INS Form I-9, Employment Eligibility Verification, at <http://uscis.gov/graphics/formsfee/forms/i-9.htm>, and be sure to bring documentation with you from among those listed on the Form I-9, no later than your third day of employment with Ingenio.
3. The satisfactory outcome of background and reference checks regarding you.

To indicate your acceptance of Ingenio's offer, please sign and date this letter in the space provided below and return it to me. A duplicate original is enclosed for your records. This letter and the Confidentiality & Invention Assignment Agreement between you and Ingenio set forth the full and complete terms of your employment with Ingenio and supersede any prior representations or agreements, whether written or oral and any subsequent oral representations or agreements. This letter may not be modified or amended except by a written agreement, signed by an officer of Ingenio. This offer shall be governed and construed in accordance with the laws of the State of California. We look forward to working with you at Ingenio, LLC.

Very truly yours,

Ingenio, LLC

By: _____

Name: Robert Tomkinson

Title: Vice President - Marketing

AGREED AND ACCEPTED:

Signed: *Julia Stefan*
Name: IULIA STEFAN

COMBINED PATENT ASSIGNMENT AND DECLARATION

As the below named inventor of an invention entitled,

SYSTEMS AND METHODS TO AVOID COLLISIONS IN ESTABLISHING REAL-TIME COMMUNICATION CONNECTIONS

I HEREBY DECLARE that:

This declaration is directed to

☐ the attached application, or

☒ United States Patent Application Serial Number 14/584,745 filed on December 29, 2014.

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Ingenio, LLC, a corporation organized and existing under the laws of the State of Delaware, and having a mailing address of 201 Mission St., Suite 200, San Francisco, CA 94105, US (hereinafter referred to as ASSIGNEE), which is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries

the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any nonprovisional, continuation, continuation-in-part, divisional, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I HEREBY COVENANT that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Legal Name of Inventor	Last Name Skow	First Name Geoffrey	Middle Name Wagner
Residence & Citizenship	City San Francisco	Country US	Country of Citizenship US
Mailing Address	Street 2656 Van Ness Ave. #6	City San Francisco	State & Zip Code CA 94109, US
Signature of Inventor: 			Date: 1/22/15