

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3892958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JONATHAN E FARB	05/26/2016
THOMAS M MORETTO	05/25/2016
BRUCE C DILGER	05/26/2016
TIMOTHY R WHITTON	05/25/2016
CHRISTOPHER M RIPPE	03/28/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANOE VENTURES, LLC
<b>Street Address:</b>	160 INVERNESS DRIVE WEST
<b>City:</b>	ENGLEWOOD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80112
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13628324
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)786-7691
<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>	
<b>Email:</b>	mail@dbflaw.com
<b>Correspondent Name:</b>	DUFT BORNSSEN & FETTIG LLP
<b>Address Line 1:</b>	1526 SPRUCE ST, #302
<b>Address Line 4:</b>	BOULDER, COLORADO 80302
<b>ATTORNEY DOCKET NUMBER:</b>	CAN-0001
<b>NAME OF SUBMITTER:</b>	GREGORY FETTIG
<b>SIGNATURE:</b>	/GREGORY FETTIG/
<b>DATE SIGNED:</b>	05/27/2016
<b>Total Attachments: 7</b>	
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source=CAN-0001-Rippe-Employment-Agt#page2.tif  
source=CAN-0001-Rippe-Employment-Agt#page3.tif

**ASSIGNMENT OF PATENT APPLICATION**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, **Jonathan E. Farh, Thomas M. Moretto, Bruce C. Dilger, Timothy R. Whitton, Christopher M. Rippe**, hereby sell, assign and transfer to Canoe Ventures, LLC, a corporation of the State of Delaware, having an office at 160 Inverness Drive West, Suite 200, Englewood, CO 80112, United States of America, and its successors, assigns and legal representatives (collectively "Assignee"), the entire right, title and interest, for the United States and all foreign countries, in and to any and all inventions and improvements ("Inventions") as described and/or claimed in an Letters Patent of the United States of America entitled **ASSET SCORING AND RANKING FOR CONTENT ON DEMAND INSERTION** and assigned attorney docket number CAN-0001, and in and to the application and all divisional, continuing, substitute, renewal, reissue, reexamination and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries for the Inventions, and all the rights and privileges under any and all Letters Patent that may be granted therefore including any reissues, reexaminations and extensions thereof.

I/We agree that when requested will, without charge to Assignee but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for the Inventions in any and all countries and for vesting title thereto in Assignee.

I/We authorize and empower Assignee to make applications for patent or other form of protection for the Inventions in Assignee's own name in any and all countries, and to invoke and claim for any application for patent or other form of protection for the Inventions filed by Assignee the benefit of all rights of priority provided by any and all treaties, conventions or agreements without further written or oral authorization.

I/We hereby consent that a copy of this Assignment Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or similar document which may be required in any country for any purpose, including proof of the right of Assignee to apply for patent or other form of protection for the Inventions and to claim the aforesaid benefit of the right of priority.

IN WITNESS WHEREOF, I/we have hereunto signed my/our name(s) on the day and year set forth below.

  
\_\_\_\_\_  
Inventor's Signature

5/26/2016  
\_\_\_\_\_  
DATE

Jonathan E. Farh  
\_\_\_\_\_  
Inventor's Printed Name

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
DATE

Thomas M. Moretto  
\_\_\_\_\_  
Inventor's Printed Name

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IN WITNESS WHEREOF, I/we have hereunto signed my/our name(s) on the day and year set forth below.

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
DATE

Jonathan E. Farb  
\_\_\_\_\_  
Inventor's Printed Name

  
\_\_\_\_\_  
Inventor's Signature

5/25/2016  
\_\_\_\_\_  
DATE

Thomas M. Moretto  
\_\_\_\_\_  
Inventor's Printed Name

Docket No.: CAN-0001  
Assignment

**PATENT**  
**REEL: 038735 FRAME: 0752**

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Bruce C. Dilger

\_\_\_\_\_  
Inventor's Printed Name

\_\_\_\_\_  
*Bruce Dilger*  
Inventor's Signature

\_\_\_\_\_  
5/26/2016

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Timothy R. Whitton

\_\_\_\_\_  
Inventor's Printed Name

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Christopher M. Rippe

\_\_\_\_\_  
Inventor's Printed Name

Docket No.: CAN-0001  
Assignment

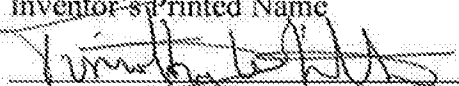
**PATENT**  
**REEL: 038735 FRAME: 0753**

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
DATE

Bruce C. Dilger

\_\_\_\_\_  
Inventor's Printed Name

  
Inventor's Signature

5-25-2016  
DATE

Timothy R. Whitton

\_\_\_\_\_  
Inventor's Printed Name

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
DATE

Christopher M. Rippe

\_\_\_\_\_  
Inventor's Printed Name

**Canoe Ventures, LLC**  
**Agreement Regarding Confidentiality and Intellectual Property**

IN CONSIDERATION of my employment by Canoe Ventures, LLC, a Delaware limited liability company ("Company"), and my continued employment during such time as may be mutually agreeable, and the opportunity to receive Company's confidential and proprietary information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

**Confidentiality**

1. I agree that Company and its owners have an exclusive, proprietary interest in their confidential information.
2. For purposes of this Agreement, "Confidential Information" with respect to the Company and its owners and MSO participants, includes, but is not limited to: (1) business, marketing, financial, technical and accounting data, methods, policies, plans, procedures, studies, and strategies; (2) research and development projects and results including future products and services; (3) trade secrets, know-how, processes and other intellectual property; (4) names and other information regarding employees, subscribers, and suppliers; (5) any data on or relating to past, present and prospective customers, including customers lists, sales and cost information; (6) materials that I create as part of my employment, as described in paragraph 3 below; and (7) other nonpublic information relating to or arising from Company's business activities, or its relationship with its Members or other participating MSOs.
3. I understand that during the course of my employment I may prepare, develop, compile, acquire, learn and/or receive notes, drawings, specifications, schematics, software and firmware including any type of code, relating to any aspect of Company's business, plans, products, services, software or proposals which is not otherwise known by and/or readily available to the general public and which may give Company a competitive advantage in the marketplace.
4. I agree to take every reasonable step to maintain the confidentiality, security and integrity of all Confidential Information.
5. I agree that during the course of my employment and at all times thereafter, I will keep any Confidential Information which I may prepare, develop, compile, acquire, learn and/or receive in the course of my employment in confidence and will not, except as may be required in the scope of my duties in the conduct of Company's business or as authorized in writing by Company, directly or indirectly, use for my personal benefit, or disclose to or use for the direct or indirect benefit of anyone other than Company, any such Confidential Information.
6. I agree that during the course of my employment or immediately upon my termination of employment for any reason, I will disclose and deliver to Company any and all materials embodying Confidential Information in my possession and/or control including but not limited to correspondence, documents, books, records, lists and other materials, regardless of the medium in which such materials are maintained; and I will not retain any copies in any medium, regardless of where or by whom such materials were kept or prepared.
7. I understand that Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the part of Company to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or

use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company.

8. During my employment by Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.
9. I agree that during the period of my employment by Company I will not, without Company's express written consent, engage in any employment or other business activity that inevitably will or may result in the disclosure of Confidential Information, or which is competitive with, or would otherwise conflict with or appear to conflict with, my employment by Company as determined by Company in its sole discretion.

#### Intellectual Property

10. I hereby assign and agree to assign in the future to Company all my right, title and interest in and to all ideas, inventions and discoveries, including but not limited to improvements, software, algorithms, designs, innovations, work product, and computer or other apparatus programs and related documentation ("Intellectual Property"), whether or not patentable, copyrightable or subject to other forms of protection, which I made, created, developed, wrote, invented, discovered, authored, conceived and/or may make, create, develop, write, invent, discover, author or conceive during the period of my employment, whether during or outside of regular working hours, either solely or jointly with another, whether (a) in the course of such employment; or (b) relating to the actual or anticipated business or research or development of Company; or (c) with the use of Company's time, material, private or proprietary information, or facilities.
11. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright as "works made for hire" belong to Company by operation of law, and I hereby assign and agree to assign in the future to Company any copyrights that any Court may determine do not belong to Company by operation of law.
12. I will, without charge to Company but at its expense upon Company's request, either during or at any time after termination of my employment with Company, execute and deliver all papers, including but not limited to applications for patents and assignment of rights in and title to Intellectual Property to Company and do such other acts as may be reasonably necessary to enable Company to obtain, secure and maintain proprietary rights (including a patent, copyright or other form of protection for said Intellectual Property) anywhere in the world and to vest title thereto in Company.


#### General Provisions

13. I agree that this Agreement does not constitute a contract of employment and that nothing in this Agreement is intended to alter the employment-at-will relationship between myself and Company. I shall have the right to terminate my employment at any time with or without notice and Company shall have the right to terminate my employment for any reason, at any time, with or without notice.
14. I understand that this Agreement is applicable from the time my employment with Company commenced. I further agree that my obligations under this Agreement shall survive the



termination of my employment with Company and shall thereafter be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed by either party to the other.

15. I agree that the foregoing promises and agreements by me represent Company's reasonable and necessary attempt to protect valuable and unique assets and legitimate business interests, and that a violation of any of the foregoing would cause Company irreparable harm for which there will be no adequate remedy at law. In the event of my breach or threatened breach of any of the terms of this Agreement, Company shall be entitled, without bond, to specific performance, a temporary restraining order, preliminary injunction and permanent injunction restraining and enjoining me from such activity. In addition to the above, Company may pursue all other remedies available at law or in equity.
16. The waiver by Company of any breach of this Agreement shall not be deemed to constitute a waiver of any succeeding breach. Failure by Company to enforce any of the provisions hereof shall not be construed to be a waiver of Company's right thereafter to enforce such provisions.
17. In the event that a court determines that any provision in this Agreement is unenforceable or void for any reason, I agree that the court may modify this contract so that it comports with applicable law and/or sever any provisions which the court finds unenforceable, and enforce the balance of the provisions in this Agreement either as written or as modified.
18. I agree that Company may freely assign its rights under this Agreement at any time, with or without my consent, and that this Agreement is binding upon my heirs, beneficiaries, executors, administrators, estate, and legal representatives and other successors in interest, and inures to the benefit of Company, its successors, assigns and designees.
19. This Agreement may be amended or otherwise modified only in writing properly executed by me and a duly authorized officer of Company. The Agreement contains the entire agreement between Company and me relating to the subject matter hereof and merges all prior discussions, negotiations and agreements.
20. This Agreement is governed by the laws of the State of New York as they apply to contracts executed and fully to be performed there without giving effect to the principles of conflicts of law of any jurisdiction.
21. I am not bound by any agreement or other circumstance which interferes with or controverts my obligations under this Agreement. My execution and performance of this Agreement and my employment responsibilities with Company will not conflict with or result in a breach of or a default by me under any of the terms, conditions or provisions of any other contract or agreement, including, but not limited to, any other employment, confidentiality, intellectual property assignment, or non-competition agreement, to which I am bound.

 Chris Rippe 3-28-11  
Employee's Signature Employee's Name (Print) Date SSN