

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3921815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	LAM VU QUOC	01/15/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	QASYMPHONY, INC.	
<b>Street Address:</b>	550 PHARR ROAD	
<b>Internal Address:</b>	SUITE 400	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30305	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9003362
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Phone:</b>	404-322-6462	
<b>Email:</b>	andrew.nielsen@nelsonmullins.com	
<b>Correspondent Name:</b>	ANDREW NIELSEN	
<b>Address Line 1:</b>	201 17TH STREET NW	
<b>Address Line 2:</b>	SUITE 1700	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30363	
<b>NAME OF SUBMITTER:</b>	ANDREW NEILSEN	
<b>SIGNATURE:</b>	/s/ Andrew Nielsen	
<b>DATE SIGNED:</b>	06/16/2016	
<b>Total Attachments: 4</b>		
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## PROPRIETARY RIGHTS AND IP ASSIGNMENT AGREEMENT

THIS PROPRIETARY RIGHTS AND IP ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 15<sup>th</sup> day of January, 2016 (the "Effective Date"), by and between QASymphony, Inc., a Delaware corporation ("Company"), Vu Quoc Lam ("Employee").

### BACKGROUND

- A. Employee was previously a founder and employee of the Company.
- B. Employee and Company intend for Company to own all Work Product (as defined below) and all related Intellectual Property Rights (as defined below) resulting from any services performed by Employee within the scope of Employee's engagement by the Company or at the request or for the benefit of the Company.
- C. Employee and Company desire to confirm Employee's assignments of all such Work Product and associated Intellectual Property Rights and provide Company with a written instrument suitable for evidencing Company's title to all such Intellectual Property Rights, as well as for recording with any applicable government agency or authority.

NOW, THEREFORE, for and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "Confidential Information" means all data and information related to the business of the Company that (i) is or has been disclosed to Employee, or that Employee becomes or became aware of, as a consequence of Employee's relationship with the Company, (ii) has value to the Company, and (iii) is not generally known to the Company's competitors or ascertainable through lawful means. Confidential Information includes without limitation Trade Secrets, algorithms, customer and price lists, ideas, designs, financial information and projections, formulas, know-how, methods, and systems. Confidential Information excludes data and information that the Company routinely discloses to members of the general public (excluding its customers) without confidentiality restrictions, or that has been independently and lawfully developed or disclosed by third parties.

b. "Intellectual Property Rights" means ownership rights in all forms of intellectual property, whether registered or unregistered, existing under the laws of any jurisdiction, including without limitation (i) rights in works of authorship, including those arising under the Copyright Act of 1976, as amended, (ii) rights in inventions, including rights under the Patent Act of 1952, as amended, (iii) rights in trademarks, service marks, and other indicia of the origin or quality of goods and services, including rights granted under the Lanham Act of 1946, as amended, (iv) rights in a person's name, voice, signature or likeness, including moral rights and rights of publicity, (v) rights in domain names, (vi) rights in Confidential Information and Trade Secrets, and (vii) rights in goodwill associated with any of the preceding items or the Company's business.

c. "Technology" means all forms of tangible property that contain the physical embodiment of materials subject to Intellectual Property Rights, or that result from the performance or practical application of Intellectual Property Rights.

d. "Trade Secrets" means all data and information that qualifies for protection as a trade secret under applicable law.

e. "Work Product" means all right title and interest in and to all Intellectual Property Rights and all Technology that has resulted or will result in any manner from Employee's performance of services for the Company, whether (i) within the scope of Employee's duties, (ii) otherwise requested by, or delivered to, the Company, or (iii) for

the Company's direct or indirect benefit, and whether created or developed before, on, or any time following the Effective Date.

2. Transfer and Assignment. The parties agree that all Work Product constitutes "work made for hire" by the Company, and the Company is the sole and exclusive owner of all such Work Product. If ownership of any Work Product does not automatically vest in the Company by operation of law, Employee hereby assigns, transfers and conveys, and upon future creation thereof automatically assigns, transfers and conveys, fully, unconditionally, and irrevocably, all of Employee's proprietary rights in and to all Work Product and any related applications, registrations, derivative works, extensions and other permutations of the Work Product, regardless of the form or type, as well as all renewals and extensions thereof, and all rights and privileges relating thereto, including without limitation the right to recover damages and seek other remedies for past, present and future infringement or misappropriation of the Work Product.

3. Further Documentation and Actions. Employee shall not take any actions inconsistent with this Agreement and shall, upon the Company's request, execute and deliver to the Company any further documents and instruments, and perform other reasonable acts, that the Company deems necessary or appropriate to evidence and fully vest its ownership of the Work Product, as well as to enable it to record its interest with any appropriate governmental authority or agency. Employee shall not refuse to provide additional evidence to support the foregoing if such evidence is considered necessary by the Company, is in Employee's possession or control, and is reasonably available and retrievable.

4. Delivery. Employee warrants that Employee has disclosed and delivered to Company (and upon future creation thereof will promptly disclose and deliver to Company) each and every original, interim and final version, copy, replica and prototype that contains or relates to any Work Product, in all forms of media in which Employee may possess such information.

5. Confidential Information and Trade Secrets. Employee shall not disclose to any third party (other than as permitted under the scope of Employee's duties on behalf of the Company) any Confidential Information, and shall use all reasonable efforts to prevent the intentional and unintentional disclosure of Confidential Information to unauthorized third parties. Employee shall not use or attempt to use any Confidential Information for the private benefit of Employee or any other third party. Following any termination or cessation of Employee's relationship with the Company, Employee shall not, without the express written consent of the Company, directly or indirectly disclose or permit the disclosure of Confidential Information to any third party. Employee shall comply with the terms of this Section 5 for the duration of Employee's engagement by the Company, and following any termination or cessation of such engagement, (i) with regard to Trade Secrets, for as long as each such Trade Secret is entitled to protection as a trade secret under applicable law, and (ii) with regard to all other Confidential Information, for as long as the Company uses reasonable efforts to maintain the confidentiality of such Confidential Information.

6. Representations and Warranties. Employee represents and warrants to Company that to Employee's knowledge: (i) Employee has not assigned or licensed any rights in the Work Product, or otherwise taken or failed to take any actions that would impede or contradict the Company's exclusive ownership rights in the Work Product as contemplated by this Agreement; (ii) Employee did not use the equipment, facilities or other resources of any third party, prior employer or contracting client, in whole or in part, to create, develop or modify the Work Product; and (iii) Employee's creation, development and assignment of the Work Product under this Agreement do not violate any other agreement to which Employee is a party, including without limitation any agreement between Employee and any current or prior employer.

7. Release. Employee irrevocably and unconditionally releases, waives and forever discharges Company and all of its shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all claims, damages, liabilities, costs, attorneys' fees and other expenses, whether known or unknown, legal or equitable, direct or indirect, consequential or incidental, arising out of or related to the Work Product prior to the date of this Agreement.

8. Equitable Remedies. Employee acknowledges and agrees that any breach of the covenants contained in this Agreement will cause Company immediate and irreparable harm and that remedies at law for any such breach are inadequate. Accordingly, the parties agree that Company will be

entitled to injunctive relief for any breach or threatened breach of this Agreement by Employee without posting a bond or other security, and without the need to show any likelihood of success on the merits of its claim; provided, however, that if the posting of a bond or other security is a prerequisite to obtaining injunctive relief, then the parties agree that a bond or other security in the amount of \$1,000 will be sufficient. Nothing contained herein limits the Company's right to seek any other remedies at law or equity, including without limitation, the recovery of direct, indirect, consequential and special damages for breach of this Agreement.

9. Governing Law; Dispute Resolution. THIS AGREEMENT IS GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO ITS LAWS GOVERNING CONFLICTS OF LAW.

10. Miscellaneous. Company may freely assign this Agreement to its successors and assigns, including, without limitation, a successor through merger, name change, consolidation, or sale of a majority of Company's stock or assets, and any such assignment will be binding upon Employee. Employee may not assign Employee's rights or obligations under this Agreement. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such or any other rights. This Agreement may only be modified, or any rights under it waived, by a written document executed by the authorized representatives of both parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another party. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of Company or Employee with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts. Facsimile signatures will be deemed original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Employee:  
Vu Quoc Lam

By: Vu Lam

Name: Vu Lam

Title: \_\_\_\_\_

Date Signed: January 15, 2016

Company:  
QASymphony, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

entitled to injunctive relief for any breach or threatened breach of this Agreement by Employee without posting a bond or other security, and without the need to show any likelihood of success on the merits of its claim; provided, however, that if the posting of a bond or other security is a prerequisite to obtaining injunctive relief, then the parties agree that a bond or other security in the amount of \$1,000 will be sufficient. Nothing contained herein limits the Company's right to seek any other remedies at law or equity, including without limitation, the recovery of direct, indirect, consequential and special damages for breach of this Agreement.

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Employee:  
Vu Quoc Lam

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Company:  
QASymphony, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_