

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| STEPHEN L. DICKERSON | 10/17/2012 |
| RECEIVING PARTY DATA | |
| Name: | SOFTWEAR AUTOMATION, INC. |
| Street Address: | 665 8TH STREET NW |
| City: | ATLANTA |
| State/Country: | GEORGIA |
| Postal Code: | 30318 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8997670 |
| CORRESPONDENCE DATA | |
| Fax Number: | (770)951-0933 |
| <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> | |
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| ATTORNEY DOCKET NUMBER: | 101904-9000 |
| NAME OF SUBMITTER: | KENNETH A. KNOX |
| SIGNATURE: | /Kenneth A. Knox/ |
| DATE SIGNED: | 10/11/2016 |
| Total Attachments: 12 | |
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**SOFTWEAR AUTOMATION, INC.
PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT**

In consideration of my employment or continued employment by SoftWear Automation, Inc., a Georgia corporation ("Company"), or engagement or continued engagement by Company as an independent contractor and the compensation paid to me now and during my employment or engagement with Company, I agree to the terms of this Proprietary Information and Invention Assignment Agreement (this "Agreement"). I acknowledge and agree that this Agreement is binding and applies to me regardless of whether I am employed by or perform work or services for Company or any of its direct or indirect subsidiaries. Company and I are referred to collectively as the "Parties" and individually as a "Party."

1. Definitions and Interpretative Guidelines.

All words with initial capitals are defined in Exhibit 1, which Exhibit also sets forth some interpretative guidelines.

2. "At Will" Employment or Engagement.

I agree and understand that my employment or engagement by Company is "at-will," meaning that it is not for any specified period of time and can be terminated by me or by Company at any time, with or without advance notice, and with or without cause. I agree and understand that it also means that job duties, title, responsibilities, reporting level, compensation and benefits, as well as Company's personnel policies and procedures, may be changed at any time by Company. I understand and agree that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of my employment or engagement by Company. Without limiting the foregoing, nothing in this Agreement gives me any right to continued employment or engagement by Company, and it will not interfere in any way with my right or Company's right to terminate my employment or engagement at any time, with or without cause and with or without advance notice.

3. Representations.

To induce Company to employ or engage me, or continue my employment or engagement, I make the following representations upon which Company relies:

- (a) I will use my best efforts, skills, judgment and abilities, and will at all times promote Company's interests and perform and discharge well and faithfully those duties;
- (b) I am not presently under, nor will I enter into during the term of this Agreement, any agreement or other obligation that would in any way prevent, limit or otherwise impair my services to Company or my obligations under this Agreement;
- (c) I am not a party to any consulting or employment agreement, written or oral, that would adversely affect my performance of my duties under this Agreement;
- (d) I am not a director, officer, sole proprietor, partner, agent, employee or contractor to any business that competes with Company's business;
- (e) there is no action, investigation, or proceeding pending or threatened involving my prior employment or any consultancy or the use of any information or techniques alleged to be proprietary to any former employer, and I am not aware of any basis for any such action, investigation or proceeding; and
- (f) the performance of my duties as an employee of or independent contractor to Company will not breach, or constitute a default under, any agreement to which I am bound, including any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to my engagement by Company.

4. Confidential Information Protections.

4.1 Restrictions on Use and Disclosure. I will (a) hold in confidence and will not disclose, lecture upon, or publish any Confidential Information except (i) to the extent necessary to enable me to perform my assigned duties for Company, (ii) as expressly authorized in writing by an employee of Company at a director level or above, and (iii) in compliance with any applicable Company policy, and (b) use any Confidential Information only to the extent necessary to enable me to perform my assigned duties for Company. The obligations of confidentiality set out in this Agreement apply, (x) with respect to Confidential Information that constitutes a trade secret of Company or of any third party, at all times during my employment and at all times thereafter so long as such information remains a trade secret, and (y) with respect to Confidential Information that does not constitute a trade secret of Company, at all times during my employment and for a period of three years thereafter. Notwithstanding anything in this Section 4, with respect to any Confidential Information of a third party for which Company is subject to further restrictions on use and non-disclosure (including a longer non-disclosure period), I agree to abide by such additional restrictions (including any such longer nondisclosure period). In addition to the foregoing, I agree that during the term of my employment or engagement, I may not remove from Company's business premises any documents, records, or materials that contain or embody any Confidential Information, except to the extent such removal is appropriate for, and directly in connection with, the performance by me of my assigned duties for Company, and in the event of such permitted removal, I agree to take all reasonable steps to safeguard such documents, records, and/or materials.

4.2 Recognition of Company's Rights in Confidential Information. I acknowledge and agree that Company and its licensors and suppliers own all right, title, and interest in and to all Confidential Information and all Intellectual Property Rights therein. I assign to Company any rights I may have or acquire in any Confidential Information and recognize that all Confidential Information is the sole and exclusive property of Company or its licensors or suppliers.

5. Intellectual Property and Inventions.

5.1 Inventions.

5.1.1 Prior Inventions. I have disclosed on the counterpart signature page a complete list of all Prior Inventions. If no Inventions are disclosed on the counterpart signature page, I warrant that there are no Prior Inventions. I will not, without Company's prior written consent, incorporate, or permit to be incorporated, any Prior Invention or any third party Invention into any Company Material or Company Invention. If, in the course of my employment or engagement by Company, I incorporate, or permit to be incorporated, a Prior Invention into any Company Material or Company Invention, or I create or develop, or permit to be created or developed, any Company Invention or Company Material that infringes or could be deemed to infringe a Prior Invention, I unconditionally grant to Company a nonexclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under all such rights (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the applicable Prior Invention in any medium or format, whether now known or hereafter discovered, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the applicable Prior Invention, and (c) to exercise any and all other present or future rights in the applicable Prior Invention.

5.1.2 Assignment of Company Inventions. I assign to Company all my right, title, and interest in and to each Company Invention. I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment or engagement and that are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

(a) **Waiver of Rights.** If any Intellectual Property Rights, including moral rights, in any Company Invention cannot (as a matter of law) be assigned by me to Company, then (i) I unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company or any of its licensees, successors or assigns with respect to such rights, and (ii) to the extent I cannot (as a matter of law) make such waiver, I unconditionally grant to Company an exclusive, perpetual, irrevocable, worldwide, fully-paid-up, royalty-free license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (A) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and

otherwise use the applicable Invention in any medium or format, whether now known or hereafter discovered, (B) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the applicable Invention, and (C) to exercise any and all other present or future rights in the applicable Invention.

- (b) **Enforcement of Rights; Assistance.** During and after the period of my employment or engagement by Company, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to any Company Invention in all countries. If Company is unable to secure my signature on any document needed in connection with such purposes, I irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

- 5.2 Obligation to Keep Company Informed.** During the period of my employment or engagement by Company and upon termination of my employment or engagement, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be an Excluded Invention, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor. Company agrees that it will or it will take reasonable precautions to keep Inventions disclosed to Company pursuant to this Section 5.2 in strictest confidence, and Company will not use any Invention for its own advantage unless that Invention is assigned to Company pursuant to Section 5.1.2 or otherwise (including by operation of law).

- 5.3 Records.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Company Inventions, which records will be available to, and remain the sole property of, Company at all times.

6. Work Product.

My employment duties may include inventing in areas directly or indirectly related to the Business of Company or to a line of business that Company may reasonably be interested in pursuing. All Work Product constitutes work made for hire. If (i) any of the Work Product is not considered work made for hire, or (ii) ownership of all right, title, and interest in and to the Work Product will not vest exclusively in Company, then, without further consideration, I assign all presently-existing Work Product to Company, and agree to assign, and automatically assign, all future Work Product to Company. Company has the right to obtain and hold in its own name copyrights, patents, design registrations and continuations thereof, proprietary database rights, trademarks, rights of publicity, and any other protection available in the Work Product. At Company's request, I agree to perform, during or after my employment with Company, any acts to transfer, perfect and defend Company's ownership of the Work Product, including, but not limited to: (i) executing all documents (including a formal assignment to Company) for filing an application or registration for protection of the Work Product (an "Application"), (ii) explaining the nature of the Work Product to Persons designated by Company, (iii) reviewing Applications and other related papers, or (iv) providing any other assistance reasonably required for the orderly prosecution of Applications. I agree to provide Company with a written description of any Work Product in which I am involved (solely or jointly with others) and the circumstances surrounding the creation of such Work Product.

7. License.

During my employment and after my employment with Company ends, I grant to Company an irrevocable, nonexclusive, worldwide, royalty-free license to: (i) make, use, sell, copy, perform, display, distribute, or otherwise utilize copies of the Licensed Materials, (ii) prepare, use and distribute derivative works based upon the Licensed Materials, and (iii) authorize others to do the same. I will notify Company in writing of any Licensed Materials I deliver to Company.

8. Prohibited Activities.

- 8.1 Noncompetition.** During the Restricted Period, I will not, without Company's express written consent, engage in any employment or business activity within the Restricted Area that is competitive with, or would otherwise conflict with my employment or engagement by, Company; provided, however, that I may purchase or otherwise acquire up to (but not more than) two percent of any class of the securities of any entity (but may not otherwise participate in the activities of such entity) whose securities are publicly traded.
- 8.2 Nonsolicitation of Customers.** During the Restricted Period, I will not, directly or indirectly, solicit any Customer of Company for the purpose of selling or providing any products or services competitive with the Business. The restrictions set forth in this Section apply only to Customers with whom I had Contact during the term of my employment. Nothing in this Section may be construed to prohibit me from soliciting any Customer of Company for the purpose of selling or providing any products or services competitive with the Business: (i) that I never sold or provided while employed by Company; (ii) to a Customer that explicitly severed its business relationship with Company unless I, directly or indirectly, caused or encouraged the Customer to sever the relationship; or (iii) which products or services Company no longer offers.
- 8.3 Nonsolicitation of Prospective Customers.** During the Restricted Period, I will not, directly or indirectly, solicit any Prospective Customer of Company for the purpose of selling or providing any products or services competitive with the Business. The restrictions set forth in this Section apply only to Prospective Customers with whom I had Contact during the last year of my employment with Company (or during my employment if employed less than a year). Nothing in this Section may be construed to prohibit me from soliciting any Prospective Customer of Company for the purpose of selling or providing any products or services competitive with the Business which Company no longer offers.
- 8.4 Nonrecruitment of Employees.** During the Restricted Period, I will not, directly or indirectly, solicit, recruit, or induce any Employee to (i) terminate his or her employment relationship with Company, or (ii) work for any other Person engaged in the Business. The restrictions set forth in this Section do not apply only to Employees (a) with whom I had Material Interaction, or (b) I, directly or indirectly, supervised.
- 8.5 No Improper Use of Information of Prior Employers and Others.** I represent that my employment or engagement by Company does not and will not breach any agreement with any former employer, including any non-compete agreement or any agreement to keep in confidence or refrain from using information acquired by me prior to my employment or engagement by Company. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with my obligations under this Agreement. During my employment or engagement by Company, I will not make use of, or disclose, any information or trade secrets of any former employer or other third party, nor will I bring onto the premises of Company or use any unpublished documents or any property belonging to any former employer or other third party, in violation of any lawful agreements with, or other obligation to, that former employer or third party. I will use in the performance of my duties only information that is generally known and used by Persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise obtained, provided or developed by Company.
- 8.6 Certain Prohibited Software Code.** I agree that I will not incorporate into any Company Invention or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, unless expressly approved by the legal department and the applicable vice president of Company through the appropriate approval process.
- 9. Return of Company Property.**

Upon the termination of my employment for any reason or upon Company's request at any time, I will immediately return to Company all of Company's property, including, but not limited to, mobile phone, personal digital assistant (PDA), keys, pass cards, credit cards, confidential or proprietary lists (including, but not limited to, customer, supplier, licensor, and client lists), rolodexes, tapes, laptop computer, software, computer files, marketing and sales materials, and any other property, record, document, or piece of equipment belonging to Company. I may not (i) retain any copies of Company's property, including any copies existing in electronic form, that are in my possession, custody or control, or (ii) destroy, delete, or alter any Company property, including, but not limited to, any files stored electronically, without Company's

prior written consent. The obligations contained in this Section also applies to any property that belongs to a third party, including, but not limited to, (i) any entity that is affiliated or related to Company, or (ii) Company's customers, licensors, or suppliers.

10. Non-Disparagement.

I agree that I may not for any reason whatsoever and whether directly or indirectly, either alone or jointly with any Person at any time, in any way, make disparaging statements about Company or any of its related entities, their products, services or employees to any Person.

11. Severability.

I acknowledge and agree that the covenants contained in Sections 4 through 9 must be construed as agreements independent of one another and of any other contract between Parties, and that the existence of any claim or course of action by me against Company, whether predicated upon this or any other contract, will not constitute a defense to the enforcement by Company of those covenants.

12. Remedies.

12.1 Injunctive Relief. I agree that it would be difficult to calculate the extent of damages caused by, and to compensate Company fully for damages for, any violation by me of the provisions of this Agreement. Accordingly, I agree that Company is entitled to temporary, preliminary and permanent injunctive relief, without necessity of posting bond, to enforce the provisions of this Agreement, and that such relief may be granted without the necessity of proving actual damages. This right to injunctive relief does not, however, diminish Company's right to claim and recover damages from me in addition to injunctive relief.

12.2 Offsets. If I breach this Agreement, Company has the right, to the greatest extent permissible under the law, to offset any damages it incurs with regard to such breach against any sums that remain thereafter due to me in respect of my employment or engagement under this Agreement.

12.3 Non-exclusive Remedies. The remedies provided to Company in this Section 12 are cumulative, and not exclusive, of any other remedies that may be available to Company.

13. Compliance with Laws.

I agree that in carrying out my duties and responsibilities under this Agreement, I will neither undertake nor cause, nor permit to be undertaken, any activity which either, (i) is illegal under any laws, decrees, rules or regulations in effect in any country, or (ii) would have the effect of causing Company to be in violation of any laws, decrees, rules or regulations in effect in any country.

14. Notification of New Employer.

I authorize Company to notify third parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my obligations hereunder, by providing a copy of this Agreement or otherwise.

15. Successors and Assigns.

This Agreement is assignable to, and inures to the benefit of, Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of Company's stock or assets, and is binding upon me. I do not have the right to assign my rights or obligations under this Agreement. The covenants contained in this Agreement survive cessation of my employment with Company, regardless of who causes the cessation or the reason for the cessation.

16. Governing Law.

Regardless of the place of contract, place of performance, or otherwise, this Agreement and all amendments, modifications or supplements to it, must be construed under, and be governed by, the laws of Georgia without giving effect to the principles of law (such as conflicts of law or choice of law rules) that might make the law of some other jurisdiction applicable.

17. Consent to Jurisdiction and Venue.

I agree that any and all claims arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in [State of dispute jurisdiction]. I consent to the personal jurisdiction of the state and/or federal courts located in Georgia waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

18. Miscellaneous.

18.1 Notice Procedure. No notice or other communication under this Agreement is sufficient to affect any rights, remedies or obligations of a Party unless the notice or communication is in writing and (as elected by the Party giving the notice) is (i) personally delivered, (ii) transmitted by e-mail (with receipt acknowledgment), (iii) transmitted by a recognized courier service agreed to by the Parties from time to time or (iv) transmitted by postage prepaid certified or registered mail (with a return receipt requested - airmail if international), to the Party to which notice or communication is being given at the appropriate address as follows:

(a) If to me:

As set forth below my signature on this Agreement.

(b) If to Company:

As set forth below its signature on this Agreement.

Except as otherwise specified in this Agreement, all notices or communications are deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if transmitted by e-mail, (iii) the day after pick-up by courier if delivered by courier or (iv) 3 days after mailing if delivered by the postal service. A Party may change its address by notice to the other Party.

18.2 Exhibits. The following exhibits are incorporated into this Agreement by this reference:

| | |
|-----------|---|
| Exhibit 1 | Definitions and Interpretative Guidelines |
| Exhibit 2 | Counterpart Signature Page |

18.3 Nonwaiver of Default. If a Party fails to strictly enforce the performance of a provision of this Agreement, the failure does not constitute a waiver of that provision at any future time and it does not prevent that Party from insisting on the strict keeping and performance of that provision at a later time.

18.4 Invalidity. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction or board of arbitrators, the court or the board of arbitrators making the determination of invalidity must modify this Agreement to reduce the scope, duration or area of the provision, to delete specific words or phrases, or to replace any invalid provision with a provision that is valid and that comes closest to expressing the intention of the invalid provision, and this Agreement is enforceable as so modified. In spite of the foregoing, if the court of competent jurisdiction or the board of arbitrators determines that this Agreement as so modified materially reduces the rights or materially increases the obligations of a Party as compared with the rights and obligations that the Party would have had if the invalid provision had been valid, the adversely affected Party may terminate this Agreement without any liability to the other Party by giving the other Party notice to that effect within 30 days after the decision by the court or board of arbitrators.

18.5 Amendment or Rescission. The Parties may not modify or rescind this Agreement except by a written instrument signed by both Parties.

18.6 Execution. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other Party. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

Signed:

COMPANY:

SOFTWEAR AUTOMATION, INC.

By: _____
Name: Stephen L. Dickerson
Title: Ceo

Softwear Automation, Inc.
555 Tanacrest Drive
Sandy Springs, GA 30328
Attention: Stephen L. Dickerson

Phone: (404) 874-0090
Fax: (404) 920-0734
E-mail: steve.dickerson@camotion.com

EMPLOYEE OR CONTRACTOR:

Signature is on the Counterpart Signature Page

SOFTWARE AUTOMATION, INC.
PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

DEFINITIONS AND INTERPRETATIVE GUIDELINES

1. **Definitions.**

"Agreement" means this Proprietary Information and Invention Assignment Agreement, as amended from time to time.

"Business" means designing, developing, manufacturing, marketing and distributing products that support manufacturing of sewn goods (it being understood that some of these products may be marketed and distributed in other industries).

"Business Day" means any day on which commercial banking institutions are generally open for business in Atlanta, Georgia.

"Company" has the meaning assigned to it in the preamble.

"Company Invention" means any Invention made, created, conceived, reduced to practice, or learned by me either alone or with others, during the period of my employment or engagement by Company, except for any Excluded Invention.

"Company Material" means any Invention or product in which Company has, or purports to have, any right, title or interest.

"Confidential Information" means any (a) confidential knowledge, data or information related to Company's business or its actual or anticipated research or development, including, without limitation, (i) trade secrets, inventions, ideas, processes, software programs and subroutines, computer source and object code, algorithms, technology, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, services, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, competitors, suppliers, and customers; (iii) information regarding the personal data, skills and/or compensation of Company's employees, contractors, and any other service providers of Company; (iv) the existence of any business discussions, negotiations, or agreements between Company and any third party, and (v) any other confidential information of Company; and (b) any confidential knowledge, data or information of a third party that Company is under a duty to keep confidential.

"Contact" means any interaction with a Customer or Prospective Customer that takes place in an effort to establish, maintain, and/or further a business relationship on behalf of Company.

"Counterpart Signature Page" has the meaning assigned to it in the preamble.

"Customer" means any Person to whom Company has sold its products or services.

"Employee" means any Person who (i) is employed by Company at the time my employment with Company ends, or (ii) was employed by Company during the last year of my employment with Company (or during my employment if employed less than a year).

"Excluded Invention" means any Invention I developed entirely on my own time without using Company's equipment, supplies, facilities, or Confidential Information except for an Invention that either (a) relate, at the time of conception or reduction to practice of the Invention, to Company's business or actual or demonstrably anticipated research; or (b) result from any work performed by me for Company.

"Intellectual Property Rights" means all past, present, and future rights of the following types that may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of

the rights referred to in clauses (a) through (e) of this sentence.

"Invention" means any idea, concept, information, invention, material, process, data, program, know-how, improvement, discovery, development, design, artwork, formula, other copyrightable work, and/or technique, and all Intellectual Property Rights in any of those items.

"Licensed Materials" means any materials that I utilize for the benefit of Company, or deliver to Company or Company's customers, that (i) do not constitute Work Product, (ii) are created by me or of which I am otherwise in lawful possession, and (iii) I may lawfully utilize for the benefit of, or distribute to, Company or Company's customers.

"Material Interaction" means any interaction with an Employee that relates or related, directly or indirectly, to the performance of my duties or the Employee's duties for Company.

"Party" has the meaning assigned to it in the preamble.

"Person" means an individual, partnership, corporation, limited liability company, trust or other entity.

"Prior Invention" means any Invention that (a) I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment or engagement by Company, and (ii) in which I have an ownership interest or have a license to use, in each case obtained prior to the commencement of my employment or engagement by Company.

"Prospective Customer" means any Person to whom Company has solicited to sell its products or services.

"Restricted Area" means United States of America and Canada.

"Restricted Period" means the time period during my employment with Company, and for 24 months after my employment with Company ends.

"Work Product" means: (i) any data, databases, materials, documentation, computer programs, inventions (whether or not patentable), designs, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images of me, and artistic works, or (ii) any subject matter protected under patent, copyright, proprietary database, trademark, trade secret, rights of publicity, confidential information, or other properly rights, including all worldwide rights therein, that is or was conceived, created or developed in whole or in part by me while employed by Company and that either (a) is created within the scope of my employment, (b) is based on, results from, or is suggested by any work performed within the scope of my employment and is directly or indirectly related to the Business of Company or a line of business that Company may reasonably be interested in pursuing, (c) has been or will be paid for by Company, or (d) was created or improved in whole or in part by using Company's time, resources, data, facilities, or equipment.

2. **Interpretative Guidelines.**

Generally. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the Agreement may not apply the assumption that the terms must be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party that itself or through its agents prepared the instrument, it being agreed that the agents of both Parties have participated equally in the preparation of this Agreement.

Singular and Plural of Defined Terms. The definitions in this Exhibit apply equally to both the singular and plural of the terms defined.

Gender of Pronouns. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

References to Agreement. Words such as "herein," "hereinafter," "hereof," "hereto" and hereunder" refer to this Agreement as a whole unless the context otherwise requires.

References to Sections and Exhibits. All references in this agreement to Sections and Exhibits are deemed to be references to Sections of and Exhibits to this Agreement unless the context otherwise requires.

Captions. The table of contents and the captions or headings of the Sections and other subdivisions of this Agreement are inserted only as a matter of convenience or reference and have no effect on the meaning of the provisions of those Sections or subdivisions.

Recitals. The recitals to this Agreement may not be taken into account in the construction or interpretation of any provision of this Agreement.

Interpretation of "including." The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation."

Negative Covenants. Any undertaking in this Agreement not to do any act or thing is deemed to include an undertaking not to permit or suffer the doing of that act or thing.

References to "Day." Any reference in this Agreement to "day" or number of "days" without the explicit qualification of "Business" must be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day and that calendar day is not a Business Day, then the action or notice is deferred until, or may be taken or given, on the next Business Day.

References to Date and Time. Any reference in this Agreement to a date or time is a reference to that date or time in Atlanta, Georgia, unless the contract otherwise requires.

Entirety of Agreement. This Agreement constitutes the final agreement among the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements among the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

SOFTWARE AUTOMATION, INC.
PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

COUNTERPART SIGNATURE PAGE

By signing this counterpart signature page, I agree to be bound by the terms of the Proprietary Information and Inventions Assignment Agreement (the "Agreement") between SoftWear Automation, Inc. and me and authorize the attachment of this signature page to a duplicate original of the Agreement.

I acknowledge receipt of a copy of the Agreement. I acknowledge that I have read the Agreement and understand that, by signing this document, I assume all of the duties and obligations imposed upon me under the Agreement.

I have executed the Agreement as of the date written below.

EMPLOYEE OR CONTRACTOR:

Please print or type legal name of employee or contractor

Sign here

Date: _____

Print or type address, telephone number, fax number and e-mail address preferred for communications under this Agreement:

Street 1: _____

Street 2: _____

City: _____

State: _____ Zip: _____

Attn.: _____

Facsimile: _____

E-mail: _____

Prior Inventions: _____

SOFTWAREAR AUTOMATION, INC.
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I have executed the Agreement as of the date written below.

EMPLOYEE OR CONTRACTOR:

Stephen L. Dickerson
Please print or type legal name of employee or contractor

[Signature]
Sign here

Date: 10/17/12

Print or type address, telephone number, fax number and e-mail address preferred for communications under this Agreement:

Street 1: 555 Tanacet Dr.

Street 2: _____

City: Sandy Springs

State: GA Zip: 30328

Attn.: Steve Dickerson

Facsimile: _____

E-mail: steve.dickerson@softwarearautomation.com

Prior inventions: Several