

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4117563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SANKAR JAYARAM	10/27/2016
BRETT BUCHHOLTZ	05/07/2007
CHARLES DECHENNE	10/26/2016
JOHN HARRISON	10/26/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VOKE INC.
<b>Street Address:</b>	1209 ORANGE STREET
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14521371
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)493-6811
<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>	6504939300
<b>Email:</b>	dhoffman@wsgr.com
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI
<b>Address Line 1:</b>	650 PAGE MILL ROAD
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304-1050
<b>ATTORNEY DOCKET NUMBER:</b>	TH40-014/46735-008
<b>NAME OF SUBMITTER:</b>	DANIELLE HOFFMAN
<b>SIGNATURE:</b>	/Danielle Hoffman/
<b>DATE SIGNED:</b>	10/27/2016
<b>Total Attachments: 12</b>	
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## **ASSIGNMENT**

### **PARTIES TO THE ASSIGNMENT:**

#### **INVENTORS:**

Sankar Jayaram  
1035 SW Meyer Drive  
Pullman, WA 99163  
United States

Brett Buchholtz  
2524 Riata Rd.  
Missoula, MT 59808  
United States

Charles DeChenne  
2415 Robert St.  
Pullman, WA 99163  
United States

John Harrison  
630 S. Sumner St.  
Palouse, WA 99161  
United States

#### **ASSIGNEE:**

Voke Inc.  
1209 Orange Street  
Wilmington, DE 19801  
United States

### **BACKGROUND OF THIS ASSIGNMENT:**

Inventors have conceived certain new and useful inventions disclosed in a United States patent application titled Apparatus and Method for

Capturing Images, United States patent application 14/521,371, filed October 22, 2014.

Voke Inc. (hereinafter referred to as "ASSIGNEE") desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

**THE PARTIES AGREE AS FOLLOWS:**

In consideration of good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, INVENTORS have sold, assigned and transferred, and by these present do hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest in the above-identified inventions and application and to any reissues, renewals, divisions or continuations of the application thereof, and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors or assigns.

INVENTORS further agree to execute, at the request and expense of ASSIGNEE, such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any patent application papers (foreign or domestic) required for the filing of any divisional, continuation, renewal or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby.

INVENTORS further assign to ASSIGNEE the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. ASSIGNEE is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTORS agree to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent. INVENTORS hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country as proof of the right of ASSIGNEE to apply for patent and other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Dated: 10-27-14

Signature: Sankar Jayaram

Sankar Jayaram

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ (name and title of Notary Official), personally appeared Sankar Jayaram, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the Assignment, and acknowledged to me that he/she executed the Assignment in his/her authorized capacity, and that by his/her signature on the Assignment, the person executed the Assignment.

**SEE ATTACHED CERTIFICATE**

SEAL

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

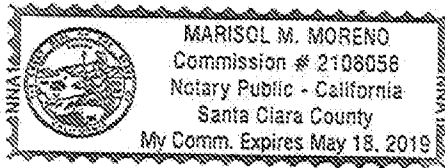
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Santa Clara )  
 On Oct. 27, 2016 before me, Marisol M. Moreno, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Sanjay Jayaram  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
Brett Buchholtz

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ (name and title of Notary Official), personally appeared Brett Buchholtz, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the Assignment, and acknowledged to me that he/she executed the Assignment in his/her authorized capacity, and that by his/her signature on the Assignment, the person executed the Assignment.

SEAL

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Dated: 10-26-16

Signature:   
Charles DeChenne

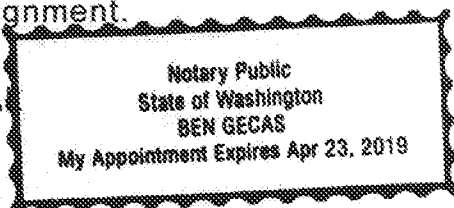
State of Washington


County of Whitman

)  
) ss.  
)

On this 26 day of October, 2016, before me, Ben Gecas (name and title of Notary Official), personally appeared Charles DeChenne, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the Assignment, and acknowledged to me that he/she executed the Assignment in his/her authorized capacity, and that by his/her signature on the Assignment, the person executed the Assignment.

SEA



  
My Commission Expires: 04-27-19

Dated: 10-26-2016


Signature:   
John Harrison

State of CALIFORNIA )  
County of SANTA CLARA ) ss.

On this 26TH day of OCTOBER, 2016, before me, SHAHNAWAZ SAIGAL (name and title of Notary Official), personally appeared John Harrison, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the Assignment, and acknowledged to me that he/she executed the Assignment in his/her authorized capacity, and that by his/her signature on the Assignment, the person executed the Assignment.

SEAL



  
My Commission Expires: 3/15/2017

## CONFIDENTIALITY AND INVENTIONS AGREEMENT

This is an Agreement entered into on the date indicated below Integrated Virtual Prototyping, Inc. (the "Company"), a Washington corporation which also does business under the name of Integrated Engineering Service, and Brett Buchholtz (the "Employee"). Employee acknowledges receiving adequate consideration for entering into this Agreement, including but not limited to employment from the Company and the disclosure of the Company's Confidential Information to Employee.

### Background

The Company is engaged in the business of consulting, products, and services in CAD, visualization, computer graphics, and virtual reality and is investing substantial resources in developing proprietary products and confidential information. The Company's success depends in part on its ability to protect its proprietary products and confidential information from unauthorized use and disclosure. The Company employs many people, including Employee, whose financial and professional interests could be jeopardized if this protection is not secured. In order to promote these interests of the Company and its employees, Employee is willing to enter into this Agreement.

### Definitions

The term "**Confidential Information**" as used in this Agreement means all trade secrets of the Company and all other information regarding the Company or its business activities, existing now or in the future, including but not limited to (1) all technical, scientific, financial and marketing information regarding the Company; (2) all other information regarding the Company's Inventions (as defined below), research, product development plans, products, product specifications, production techniques, suppliers, market studies, merchandising and selling techniques, price lists, prospects, customers, support and training procedures, personnel, operating policies, future plans and business strategies; and (3) all information received by the Company from others subject to an obligation to maintain the confidentiality thereof. The term Confidential Information does not include information that is generally employed in the CAD and visualization industry or was known to Employee prior to his/her employment with the Company.

The term "**Inventions**" as used in this Agreement means all inventions, discoveries, designs, improvements, developments, concepts, ideas, techniques, methods, processes, know-how, computer programs and other creative works, and all intermediate works such as designs, diagrams, drawings, documentation, notes, outlines, formulas, flowcharts, specifications, systems, models and the like, whether or not patentable or subject to pending or actual patent protection, and whether or not subject to copyright, which in whole or in part are hereafter created, discovered, conceived or reduced to practice by Employee, alone or jointly with one or more other persons. The term Inventions shall not include any inventions, discoveries and the like that Employee claims as his/her property by reason of development activity occurring prior to the commencement, or more than twelve (12) months following termination, of his/her employment with the Company. If there are any such pre-employment inventions, discoveries and the like, Employee has attached to this Agreement a list describing them.

### Confidentiality

Employee agrees to treat all Confidential Information as confidential and as proprietary to the Company. Except to the extent necessary in connection with the discharge of his/her duties as an employee of the Company, Employee agrees not to directly or indirectly disclose to or discuss with anyone, use, copy, reproduce or publish any Confidential Information (orally or in written, electronic or other medium), either during or following termination of his/her employment with the Company for any

reason, unless Employee first secures the written permission of the Company. All writings, records, journals, data and other materials (in written, electronic or other medium) that describe, depict, contain, reflect or record any Confidential Information shall belong exclusively to the Company. Promptly following termination of his/her employment with the Company for any reason, Employee agrees to deliver to the Company all originals and copies of all such materials in his/her control or possession, and to provide to the Company identifying and explanatory information for the materials sufficient to render them useful to the Company in the conduct of its business.

The above restrictions shall not apply to Confidential Information (1) after such time as it becomes publicly known through no act, omission or fault of Employee; or (2) that Employee is legally required to disclose by statute or regulation or in connection with any litigation or other legal proceeding, including pursuant to a subpoena or similar document. Employee agrees to use his/her best efforts to immediately notify the Company as soon as Employee becomes aware of the possibility that disclosure of Confidential Information may be required in connection with a legal proceeding.

### **Inventions**

Employee agrees that all Inventions shall be the exclusive property of the Company to the fullest extent permitted by law. Employee agrees that all Inventions that are subject to protection under United States copyright laws shall, to the fullest extent permitted by such laws, constitute "works made for hire," within the meaning of such laws. The Company shall have, on a worldwide basis, to the fullest extent permitted by law, all right, title and interest in and to all Inventions, now and in the future, under (and during the full initial and any renewal terms of protection provided by) applicable copyright, patent, trademark, trade secret and other laws, including but not limited to (1) "moral rights," including rights of identification of authorship and rights of approval, restriction or limitation of use or subsequent modification; (2) the right to make, have made, use, publish, distribute and sell derivative works based on Inventions in all languages and in all formats and media of expression now known or hereafter developed; and (3) the right to license or permit others to exercise any or all of such rights.

To the extent the other provisions of this Agreement are not sufficient to vest the Company with all right, title and interest in and to any one or more Inventions, Employee agrees to and does hereby irrevocably assign to the Company, to the fullest extent permitted by law and without additional consideration, all right, title and interest in and to all such Inventions under (and during the full initial and any renewal terms of protection provided by) applicable copyright, patent, trademark, trade secret and other laws, on a worldwide basis and in perpetuity. If an Invention is created jointly by Employee with another person not in the employ of the Company, Employee agrees to take all steps necessary to procure the irrevocable assignment to the Company of all such right, title and interest held by the other person in the Invention. To the fullest extent permitted by law, Employee agrees never to assert against the Company, or in any manner that would adversely affect the Company, any "moral rights" he/she may have in any Inventions.

Employee agrees to do all acts and execute any other documents that from time to time may be reasonably necessary or may be required by the Company to effectuate or perfect the assignment in the preceding paragraph or to otherwise vest the Company with ownership of all copyright, patent, trademark, trade secret and other rights in all Inventions, to the fullest extent permitted by law. Employee agrees to assist and cooperate with the Company in obtaining, maintaining and enforcing United States and foreign copyrights, patents, trademarks and other intellectual property rights available under applicable laws, including signing applications therefor and other documents relating thereto, and rendering all assistance and testimony that may be reasonably necessary to protect the rights of the Company.

If, in the course of his/her employment with the Company, any invention, idea or concept owned by Employee or in which Employee has an interest, is incorporated into a product, process or program of the Company, or is otherwise made use of by the Company, then Employee agrees to and does hereby grant to the Company an irrevocable, exclusive, transferable, perpetual, royalty-free, worldwide license to make, have made, use, publish, distribute and sell that invention, idea or concept in or in connection with the product, process, program or use (and any derivative products, processes, programs and uses based thereon).

This Agreement shall not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Company were used and which was developed entirely on Employee's own time, unless (1) it relates directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development; or (2) it results from any work performed by Employee for the Company.

### **Other Matters**

Employee acknowledges that the Company will suffer immediate and irreparable harm, which will not be compensable by damages alone, if Employee repudiates or breaches any of the provisions of this Agreement, or threatens or attempts to do so. If any such actual, threatened or attempted repudiation or breach occurs, Employee agrees and stipulates that the Company, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain any such breach, and the Company shall not be required to post a bond as a condition for the granting of such relief.

Employee acknowledges that the Company is not employing him/her to obtain any information that is proprietary to any prior employer or business relation of Employee. Employee shall not, in performing services for the Company, make use of any such proprietary information of others. Employee warrants to the Company that he is not currently subject to any restriction that would prevent or materially limit Employee from carrying out his duties for the Company.

This Agreement does not constitute or create a contract of employment between the Company and Employee. Nothing in this Agreement shall confer upon Employee the right to continue in the employ of the Company and, unless otherwise expressly provided in a written employment agreement between the Company and Employee, the employment of Employee with the Company shall be terminable at will by either party.

This Agreement is intended to be the parties' complete, integrated expression of the terms of their agreement with respect to the subject matters addressed herein. Any prior agreements, understandings or statements, oral or written, with respect to such subject matters are superseded hereby and fully merged herein. Employee agrees that his obligations under this Agreement shall survive termination of his employment with the Company, regardless of the reason, or lack thereof, for the termination. All amendments to this Agreement shall be in writing and signed by the parties, and no oral amendment shall be binding on the parties. No waiver of any term or provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving party. No waiver or failure to enforce any right hereunder shall be deemed to be a waiver of the same or any other right in any other instance.

The Company and Employee intend that this Agreement be governed by and enforced to the greatest extent permitted by the laws of the State of Washington. Each party (1) agrees that any litigation or other dispute resolution proceeding relating to this Agreement shall take place in the county where Employee shall have been most recently employed with the Company prior to the commencement of the proceeding; (2) consents to personal jurisdiction of, and venue in, the state and federal courts of that

county; and (3) waives to the fullest extent permitted by law any defense that maintenance of the proceeding in any such court is inconvenient. If any provisions of this Agreement, on their face or as applied to any person or circumstance, are or become unenforceable to any extent and are not reformed pursuant to this Agreement, the remainder of this Agreement and the application of the provisions to any other person, circumstance or extent, shall not be affected, and this Agreement shall continue in force. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, assigns and personal representatives. If any dispute relating to this Agreement occurs, the prevailing party shall be reimbursed by the other for all costs incurred in connection therewith, including without limitation reasonable attorney's fees.

DATED:

Integrated Virtual Prototyping, Inc.

Uma Jayaram  
Uma Jayaram, Executive Vice-President

EMPLOYEE:

Brett Buchholtz  
Brett Buchholtz

I have read the entire Agreement and have had sufficient time to study it, to understand it, and to obtain legal counsel to advise me respecting it if I so desire, and I agree to be bound by all the terms and conditions of the Agreement.

A list of pre-employment inventions, discoveries and the like —

- ☐ is itemized below.  
☐ is not attached.

*Employee should check appropriate box above and initial here: \_\_\_\_\_*

**Pre-Employment Inventions:**

1. Any inventions made for any other former employers
2. Any inventions made by me as a student at Washington State University