

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4130429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID W. KRAVITZ	10/28/2011
DONALD H. GRAHAM III	09/10/2015
JOSSELYN L. BOUDETT	09/10/2015
RUSSELL S. DIETZ	02/10/2013
RECEIVING PARTY DATA	
Name:	T-CENTRAL, INC.
Street Address:	2225 EAST BAYSHORE RD
Internal Address:	SUITE 200
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15154861
CORRESPONDENCE DATA	
Fax Number:	(503)224-2084
<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>	
Phone:	503-222-9981
Email:	ipdocketing@schwabe.com
Correspondent Name:	SCHWABE, WILLIAMSON & WYATT PC
Address Line 1:	1211 SW FIFTH AVENUE, SUITE 1900
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	129059-216091
NAME OF SUBMITTER:	GRACIELA G. COWGER
SIGNATURE:	/Graciela G. Cowger/
DATE SIGNED:	11/05/2016
Total Attachments: 8	
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source=14218897_TOBSP006_Kravitz_Signing_Assignment#page2.tif
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EXHIBIT B: KRAVITZ – TRUSTCENTRAL OFFER LETTER

TRUSTCENTRAL INC. CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

This AGREEMENT, effective August 1, 2011, is by and between TrustCentral. (a Delaware corporation) having a place of business at 1991 O'Farrell St., San Mateo CA 94403 (hereinafter "TrustCentral"), and David W. Kravitz, an individual residing at 3910 Ridgelea Drive, Fairfax, VA 22031, (hereinafter "EMPLOYEE").

In consideration of the employment of EMPLOYEE by TrustCentral, EMPLOYEE and TrustCentral agree as follows:

CONFIDENTIALITY

For purposes of this Agreement, "**Confidential Information**" means and will include: (i) any information, materials or knowledge regarding TrustCentral and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to EMPLOYEE or to which EMPLOYEE has access in connection with performing Services; (ii) the Innovations; and (iii) the existence and terms and conditions of this Agreement. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of EMPLOYEE or that TrustCentral regularly gives to third parties without restrictions on use or disclosure. This Agreement together with its Attachment 1 shall not be considered Confidential from EMPLOYEE's present employer and/or any governmental agency should either request to see it. All Work Orders will be considered Confidential as they detail confidential activities of TrustCentral. EMPLOYEE agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services, and not to disclose it to other than EMPLOYEE's EMPLOYEES with a bona fide need to know and who have executed a written agreement that includes use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth herein. EMPLOYEE further agrees to take all action reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

EMPLOYEE agrees to implement and maintain the security provisions and policy of TrustCentral (as it pertains to TrustCentral Confidential Information and proprietary information) as such provisions and policy are issued and updated from time to time.

PROPRIETARY RIGHTS

Definition of Innovations. EMPLOYEE agrees to disclose in writing to TrustCentral all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that EMPLOYEE may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services for TrustCentral or that result from or that are related to such Services for TrustCentral, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection

(collectively, "Innovations"). If any part of the Innovations or other work product and/or deliverables hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating (i) open source, copyleft or community source code ("Open Source") or (ii) technology or intellectual property rights owned or licensed by EMPLOYEE ("EMPLOYEE Inventions") and not assigned hereunder, EMPLOYEE agrees to disclose in writing to TrustCentral all such Open Source and EMPLOYEE Inventions and EMPLOYEE hereby grants the TrustCentral and its successors a perpetual, irrevocable, non-exclusive, assignable, worldwide, royalty-free, paid up license to use such EMPLOYEE Inventions.

EMPLOYEE and TrustCentral agree that, to the fullest extent legally possible, all Innovations will be works made for hire owned exclusively by TrustCentral. EMPLOYEE agrees that, regardless of whether the Innovations are legally works made for hire, all Innovations will be the sole and exclusive property of TrustCentral. EMPLOYEE hereby irrevocably transfers and assigns to TrustCentral, and agrees to irrevocably transfer and assign to TrustCentral, all right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. At TrustCentral's request and expense, during and after the term of this Agreement, EMPLOYEE will assist and cooperate with TrustCentral in all respects (and will cause EMPLOYEE's EMPLOYEES to assist and cooperate with TrustCentral in all respects), and will execute documents (and will cause EMPLOYEE's EMPLOYEES to execute documents), and will take such further acts reasonably requested by TrustCentral to enable TrustCentral to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Innovations. EMPLOYEE hereby appoints the officers of TrustCentral as EMPLOYEE's attorney-in-fact to execute documents on behalf of EMPLOYEE for this limited purpose.

Moral Rights. EMPLOYEE also hereby irrevocably transfers and assigns to TrustCentral, and agrees to irrevocably transfer and assign to TrustCentral, and waives and agrees never to assert, any and all Moral Rights (as defined below) that EMPLOYEE or EMPLOYEE's EMPLOYEES may have in or with respect to any Innovation made in connection with performing Services for TrustCentral or that result from or that are related such Services for TrustCentral, under this Agreement. "Moral Rights" mean any rights to claim authorship of any Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

Related Rights. For the duration that it may be required under the Agreement, to the extent that EMPLOYEE owns or controls) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to TrustCentral under this Agreement (collectively, "Related Rights"), EMPLOYEE hereby grants or will cause to be granted to TrustCentral a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable TrustCentral to exercise all of the rights assigned to TrustCentral under this Agreement.

SURVIVAL

The provisions of this agreement survive the termination of EMPLOYEE's employment with TrustCentral.

ACCEPTED:

TRUSTCENTRAL, INC.



Authorized Signature

Josselyn Boudett
CEO

20 October, 2011

Dated

ACCEPTED BY EMPLOYEE:



Authorized Signature

David W. Kravitz
EMPLOYEE

28 October 2011

Dated

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

**SYSTEM AND METHOD TO ENABLE PKI- AND PMI- BASED DISTRIBUTED
LOCKING OF CONTENT AND DISTRIBUTED UNLOCKING OF PROTECTED
CONTENT AND/OR SCORING OF USERS AND/OR SCORING OF END-ENTITY
ACCESS MEANS - ADDED**

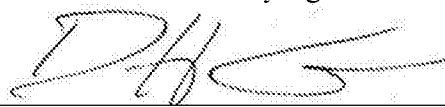
(Atty. Docket No. TOBSP006), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 14/218,897. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to **T-Central, Inc., DBA TrustCentral** a Delaware corporation having a place of business at **2225 East Bayshore Road, Suite 200, Palo Alto, CA 94303** ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

1) Signature: 
Typed Name: Donald Houston Graham, III

Date: July 15, 2014

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

**SYSTEM AND METHOD TO ENABLE PKI- AND PMI- BASED DISTRIBUTED
LOCKING OF CONTENT AND DISTRIBUTED UNLOCKING OF PROTECTED
CONTENT AND/OR SCORING OF USERS AND/OR SCORING OF END-ENTITY
ACCESS MEANS - ADDED**

(Atty. Docket No. TOBSP006), (check one)

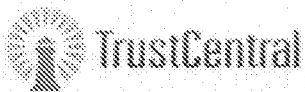
- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 14/218,897. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to **T-Central, Inc., DBA TrustCentral** a Delaware corporation having a place of business at **2225 East Bayshore Road, Suite 200, Palo Alto, CA 94303** ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- 1) Signature: _____ Date: July 15, 2014
Typed Name: Josselyn L. Boudett



ADVISORY BOARD AGREEMENT

Effective February 10 2013, Russell Dietz, an individual, having a place of business at 6475 Deer Hollow Dr., San Jose CA 95120-1326 (hereinafter the "Advisor") and T-Central, Inc., a Delaware corporation having a place of business at 2225 East Bayshore Rd. Suite 200, Palo Alto, CA 94303 and doing business as "TrustCentral" (hereinafter the "Company") agree as follows:

1. Services. Advisor agrees to be a member of the Company's Advisory Board, to attend Advisory Board meetings and to consult with and advise the Company from time to time on general strategic business matters and technical matters in the capacity as an industry expert in Advisor's field(s) of expertise, at Company's request (collectively, the "Services"). In addition, from time to time at the request of the Company, Advisor will informally work with and advise the Company on other mutually agreed matters and projects. Advisor agrees to make himself available to the members of the senior management team of the Company on a reasonable basis for consultations by telephone, electronic mail or in person. The services described in this paragraph 1 are collectively referred to herein as the "Services." While this Agreement is in effect, Advisor will not provide services to any competitor of the Company.

2. Compensation. As the only consideration due Advisor for the Services, that, upon receipt from Advisor of an executed Common Stock Purchase Agreement (as provided by the Company) the Company shall issue an aggregate of 75,000 fully vested shares of the Company's Common Stock to Advisor having an estimated current value of \$0.20 per share, based on the Company's determination of the current fair market value of the Company's shares of Common Stock, as payment in full for the consulting services described herein to be rendered by Advisor to the Company. (Shares shall be subject to the Company's right of first refusal, exercisable in the event that Advisor should decide to sell or otherwise transfer any of such shares as described under the terms of the Common Stock Purchase Agreement.)

3. Proprietary Rights.

3.1 Advisor understands that Advisor's service relationship with the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to Advisor by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the "Proprietary Information"). Such Proprietary Information includes, but is not limited to, Inventions (as defined above), marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and data, and domain names. Proprietary Information will not include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of Advisor, generally known or available to the public; (ii) was acquired by Advisor before receiving such information from Company and without restriction as to use or disclosure; or (iii) is rightfully furnished to Advisor by a third party without restriction as to use or disclosure. At all times, both during Advisor's engagement and after its termination, Advisor will keep and hold all such Proprietary Information in strict confidence and trust. Advisor will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform Advisor's duties as a advisor for the Company for the benefit of the Company. While Advisor and Company acknowledge that neither presently foresees an overlap between the business of Company and the other

Proprietary and Confidential

T-Central, Inc.

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PATENT

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interests of Advisor, should either party see that such an overlap may occur in the future, such party will notify the other party and the parties shall cooperate in restricting the Advisory services from encompassing such a potential overlap. Upon termination of this Agreement, Advisor will promptly deliver to the Company all documents and materials of any nature pertaining to Advisor's work with the Company or the Proprietary Information. Advisor will not take or retain any documents or materials or copies thereof containing any Proprietary Information upon the termination of this Agreement.

3.2 Advisor will disclose to the Company all designs, discoveries, inventions, products, computer software programs, improvements, developments, drawings, notes, documents, information, materials or innovations of any kind that Advisor may make, conceive, develop or reduce to practice, either alone or jointly with others, in connection with performing Services whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (the "*Inventions*"). Advisor acknowledges and agrees that any copyrightable works prepared by Advisor within the scope of the performance of the Services are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. Advisor agrees that all Inventions will be the sole and exclusive property of the Company and are hereby irrevocably assigned by Advisor to the Company. Advisor hereby irrevocably transfers and assigns to the Company all worldwide patents, patent applications, copyrights, trade secrets, moral rights and other intellectual property rights in any Inventions, along with any registrations of or applications to register such rights.

3.3 To the extent that Advisor owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights (collectively, "*Related Rights*") and he uses such Related Rights in the scope of performing the Services, discloses them to the Company or incorporates them into any Company product or service, Advisor hereby grants to the Company a non-exclusive, royalty-free, irrevocable, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this Agreement.

3.4 Advisor agrees to assist and cooperate with the Company in all respects to obtain and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions in any and all countries. Advisor will execute any documents that the Company may reasonably request and take such further acts reasonably requested by the Company to enable the Company to acquire, transfer, maintain, perfect and enforce such patents, copyrights, mask work rights, trade secrets and other legal protections for the Inventions. Advisor's obligations under this paragraph will continue beyond the termination of this Agreement, provided that the Company will compensate Advisor for any actual out-of-pocket expenses incurred by Advisor in providing such assistance. Advisor appoints the Secretary of the Company as his attorney-in-fact to execute documents on his behalf for these purposes.

3.5 As additional protection for Proprietary Information, Advisor agrees that during the term of this Agreement and for one year thereafter, Advisor will not, directly or indirectly, in any capacity (i) encourage or solicit any employee or consultant of the Company to leave the Company for any reason, and (ii) solicit or encourage any customer or client of the Company to terminate its relationship with the Company, cease doing business with the Company or direct any portion of its business away from the Company.

4. Termination. Either party may terminate this Agreement at any time, for any reason or no reason, by giving the other party thirty (30) days' prior written notice. Sections 3 through 6 of this Agreement shall survive any termination or expiration.

5. Relationship of the Parties; No Conflicts. Advisor understands that this Agreement does not constitute a contract of employment or obligate the Company to utilize Advisor's services for any stated period of time. Advisor is an independent contractor, and is not an agent or employee, of the Company and has no authority to bind the Company by contract or otherwise. Advisor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance. Advisor represents and warrants that neither this Agreement nor the performance thereof will conflict with or violate any obligation, agreement or commitment of Advisor or any right of any third party.

6. Miscellaneous. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. This Agreement and the Services contemplated hereunder are personal to Advisor and Advisor shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of the Company. The Company may assign any of its rights and obligations under this Agreement. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, it is the express intention and agreement of the parties that such provision be modified by the court to the minimum extent necessary to render such provision enforceable and that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

Russell Dietz (Advisor)

T-Central, Inc. (Company)


Signature

Name:

Russell S. Dietz

By: 

Name: D.H. "Mac" Graham

Title: Founder