504071526 10/28/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4118193

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE previously recorded on Reel 040072 Frame 0307. Assignor(s) hereby confirms the THE CORRECT ASSIGNEE IS HOME DEPOT STORE SUPPORT, LLC AND NOT THE HOME DEPOT, INC

### **CONVEYING PARTY DATA**

Name	Execution Date
KAREN BURNS	05/03/2013

## **RECEIVING PARTY DATA**

Name:	HOME DEPOT STORE SUPPORT, LLC	
Street Address:	2455 PACES FERRY ROAD NORTHEAST	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30339	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14726034

## CORRESPONDENCE DATA

Fax Number: (312)456-8435

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.

Phone: 312-456-8400

Email: munozg@gtlaw.com

GREENBERG TRAURIG, LLP (CHI) **Correspondent Name:** 

Address Line 1: 77 W. WACKER DRIVE

Address Line 2: **SUITE 3100** 

Address Line 4: CHICAGO, ILLINOIS 60601-1732

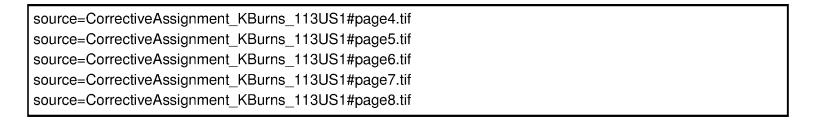
ATTORNEY DOCKET NUMBER:	072031-030456-113US1	
NAME OF SUBMITTER:	ERIC J. MAIERS	
SIGNATURE: /Eric J. Maiers/		
DATE SIGNED:	10/26/2016	

## **Total Attachments: 8**

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> **PATENT REEL: 040508 FRAME: 0600**

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## Electronic Patent Assignment System

# **Confirmation Receipt**

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/29/2015

### CONVEYING PARTY DATA

4		·····
-	Name	Execution Date
-	KAREN BURNS	05/03/2013
		***************************************

## RECEIVING PARTY DATA

Name:	THE HOME DEPOT, INC.
Street Address:	2455 PACES FERRY ROAD NORTHEAST
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14726034

## CORRESPONDENCE DATA

Fax Number:

(312)456-8435

Phone: Empil: 312-456-8400 munozg@gtlaw.com

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**PATENT** 10/20/2016

REEL: 040508 FRAME: 0602

Correspondence will be sent to the e-ma. ress first; if that is unsuccessful, it will be sent using a fax . rer, if provided: if that is unsuccessful, it will be sent via US Mail.  Correspondent Name: GREENBERG TRAURIG, LLP (CHI)  Address Line 1: 77 W. WACKER DRIVE  Address Line 2: SUITE 3100  Address Line 4: CHICAGO, ILLINOIS 60601-1732		
ATTORNEY DOCKET NUMBER:	072031-030456-113US1	
NAME OF SUBMITTER:	ERIC J. MAIERS	
Signature:	/Eric J. Maiers/	
Date:	10/20/2016	
Total Attachments: 6 source=KarenBurnsAssignment_HD_113US1_14726034#page1.tif source=KarenBurnsAssignment_HD_113US1_14726034#page2.tif source=KarenBurnsAssignment_HD_113US1_14726034#page3.tif source=KarenBurnsAssignment_HD_113US1_14726034#page4.tif source=KarenBurnsAssignment_HD_113US1_14726034#page5.tif source=KarenBurnsAssignment_HD_113US1_14726034#page6.tif		
RECEIPT INFORMATION		
EPAS ID:         PAT410521           Receipt Date:         10/20/2016	3.	

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**PATENT** 10/20/2016

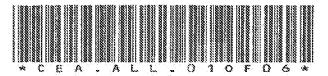
**REEL: 040508 FRAME: 0603** 



## CONTRACT EMPLOYEE AGREEMENT

This Contract Employee Agreement (the "Agreement") is made as of May 3, 2013 between Insight Global Inc., a staffing services company ("Insight Global") and Karen Burns (the "Contract Employee") for The Home Depot (the "Customer").

- 1. Scope of Agreement/Employment At-Will. This Agreement sets forth the terms and conditions applicable to the performance of specific services by Contract Employee for Insight Global. Contract Employee acknowledges that he/she is employed by Insight Global for an indefinite period of time and on a terminable-at-will basis. The terms of Contract Employee's employment with Insight Global, including, without limitation, compensation, may be revoked, terminated, changed, or modified by Insight Global with or without cause, without notice, and without any liability on the part of Insight Global.
- 2. <u>Services</u>. Contract Employee agrees to provide specialized services for a project (the "Contract Assignment") to be performed for The Home Depot (the "Customer"), who has retained Insight Global Inc. to fulfill specific business needs, as he/she is directed to perform by Insight Global or Customer using his/her own discretion and independent judgment.
- 3. Term of Agreement. The Agreement shall end when the Contract Assignment is deemed completed in the discretion of Customer or Insight Global, the Agreement is terminated in accordance with Paragraph 16 below, or Customer or Insight Global determines, in either's discretion, that the services of Contract Employee are no longer needed or desired for any reason ("Termination Date"). During the term of this Agreement, Contract Employee shall devote his/her full-time to providing services exclusively as directed by Insight Global and shall not perform services for others until the project is completed to the satisfaction of Customer.
- 4. Compensation for Services. Contract Employee shall be paid at the rate of r or such other rate as determined by Insight Global upon notice to Contract Employee. Contract Employee shall maintain a record of hours worked (the "Time Sheet") on behalf of Customer. Each Time Sheet shall be verified by an authorized representative of Customer, A copy of the Time Sheet must be submitted to Insight Global a weekly basis by no later than Monday 10:00 AM EST (Tuesday if Monday is a major holiday). Payment shall subsequently be made to Contract Employee by Insight Global on a weekly basis beginning one week and one half after the submission of the initial verified Time Sheet. Contract Employee shall not be paid for holidays, sick days or any other authorized periods of absence from the Contract Assignment, but only for hours actually worked. Contract Employee must present a Time Sheet that is signed by an authorized representative of the Customer in order to receive payments for services rendered. Any falsification of the Time Sheet shall result in immediate termination of this Agreement. Contract Employee recognizes that Insight Global may modify or supplement the procedures in this Section, orally or in writing, and Contract Employee agrees to comply with future modifications or additions; provided, however, that no change in Contract Employee's hourly rate shall be effective except upon express written authorization by Insight Global.





- 5. <u>Time Sheets</u>. It is expected that Contract Employee will submit his/her verified Time Sheets to Insight Global immediately following each week of work to facilitate timely invoicing to Customer.
- 6. The Contract Employee's Expenses. Expenses are reimbursed according to Customer policy and must be itemized on either Customer or Insight Global's expense report. They also must be accompanied by receipts for all expenditures and must have an authorized Customer signature. Because all information on the expense report and receipts must be verified before it can be processed, a one-week delay in payment may occur.
- 7. <u>Tax Obligations</u>. Contract Employee will be treated as an employee for tax purposes. Insight Global will deduct amounts from Contract Employee's compensation as required by applicable federal and state law, including deductions for income tax withholding, the Federal Insurance Corporation Act ("FICA") tax, and Medicare withholding.
- 8. Supervision. In performing the work assigned by Insight Global and/or Customer, Contract Employee will adhere to all applicable policies, procedures and rules of both Insight Global and Customer. Contract Employee acknowledges that Insight Global and/or the Customer has the right to direct Contract Employee as to when, where and how Contract Employee is to perform his or her work. In working on a Customer's project, Contract Employee will ordinarily work as required by Insight Global in accordance with the directions of the Customer as required. Contract Employee will provide his/her immediate supervisor at Insight Global with progress and status reports of his/her work efforts. Contract Employee's performance is subject to review by both Insight Global and Customer.
- 9. Hours of Work. Contract Employee agrees to work those hours required to complete the Contract Assignment as determined by Customer. If Contract Employee is unable to work scheduled hours, due to illness or otherwise, Contract Employee shall contact Customer and Insight Global to describe the circumstances preventing Contract Employee from working the required hours.
- 10. Representations and Warranties. Contract Employee represents and warrants that he/she may enter into this Agreement without violating any other contract, employment or consulting arrangement and that he/she has not brought and will not bring to Insight Global or use in the performance of his/her responsibilities at Insight Global or Customer any materials or documents of a former employer that are not generally available to the public, unless he/she has obtained express written authorization from the former employer for their possession and use. Contract Employee further warrants that, to the best of his/her knowledge and belief, he/she is not involved in any situation that might create, or appear to create, a conflict of interest with his/her loyalty to or duties for Insight Global.
- 11. Confidentiality. Contract Employee agrees that all information relating to the business operations of Insight Global or Customer shall be held in strict confidence, and not disclosed





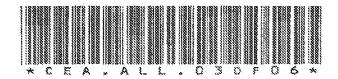
without the prior written consent of Insight Global or Customer, whichever is appropriate. Contract Employee agrees not to divulge his/her pay rate to any employee, Contract Employee or independent contractor of Customer or to any employee, contractor or consultant of Insight Global, except as instructed by Insight Global.

Without the prior written approval of Customer, Contract Employee will not, at any time (whether during or subsequent to the period of this Agreement), disclose to others, or use for Contract Employee's own benefit, confidential unpublished information belonging to Insight Global, Customer, or the licensers, licensees, affiliates or customers of Insight Global, Customer, or the licensers, licensees, affiliates or customers of Insight Global or Customer related to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including, but not limited to, names, educational background prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, computer systems, inventions, developments, and trade secrets of every kind and character, acquired by Contract Employee during the period of, or in connection with, the Contract Assignment.

12. Patents. Reports. Work Products. Contract Employee shall disclose promptly to Customer all inventions, improvements, discoveries and the like (whether or not patentable), and all software, documentation, and other works of authorship, which Contract Employee conceives, devises, develops, perfects or creates, whether singly or with others, in the performance of the Contract Assignment, and all intellectual property rights to them shall be the sole property of Customer without any additional compensation to Contract Employee. In confirmation hereof, Contract Employee hereby expressly assigns all rights (including, without limitation, patent rights and copyrights) in such inventions, works of authorship, and the like to Customer.

Any patent applications or continuations thereof covering any invention, improvement or discovery which is the property of Customer under the provisions of this Agreement shall be filed at the expense of the Customer and shall be processed and maintained under its exclusive control. Contract Employee agrees to provide all necessary information and technical assistance for filing and processing such applications and continuations.

13. Castomer Property. At Insight Global's request, Contract Employee shall submit a listing of all Customer-furnished materials including designs, reports, manuals, documents, hardware and software. Contract Employee shall not substitute any property for Customer's property. Contract Employee further agrees that the use of Customer's equipment and property is limited to the tasks necessary to complete the Contract Assignment, and that he/she will not use any Customer property except in performing work as defined in this Agreement. Upon termination of this Agreement, Contract Employee agrees to return all Customer materials and property. Any breach of the Customer Property section of this Agreement without written consent of Customer will be grounds for immediate termination. Furthermore, if any

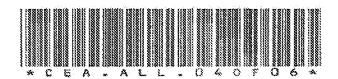




Customer materials are deemed not returned, Contract Employee agrees to pay Insight Global the full market value for the materials.

14. Employment with Customer. Contract Employee agrees that he/she will not, directly or indirectly, alone, or as an employee, contractor, independent contractor, partner, company, or joint-venture, solicit or accept employment on a full or part-time basis, or enter into any contractual or consulting arrangement with Customer, client of Customer to which services were provided, or other staffing firm performing work for Customer or client of Customer during the period of the Agreement or within the six month period following the Termination Date. Contract Employee agrees to notify Insight Global if Customer, any client, agent, partner, company, or joint-venture of Customer, or other staffing firm performing work for Customer or any client of Customer during the term of the Agreement or within six months of the Termination Date, requests Contract Employee to continue providing services to Customer or client of Customer subsequent to the Termination Date. If any work is performed during the term of the Agreement or within six months of the Termination Date it is understood, that this work will be performed through Insight Global. This clause may be waived with the written consent of Insight Global and with the payment of a placement fee to Insight Global, equal to 20% of Contract Employee's first year's salary (or first year total value of contract) by either Customer or Contract Employee. After six months of continuous work with Customer this clause may be waived with the written consent of Insight Global, if Insight Global has an agreement with Customer in which Customer is contractually given the right to convert the Contract Employee after six months. Contract employee understands that he/she is not allowed to leave the employment of Insight Global to work for another staffing agency for the same customer for a period of 180 days after he/she leaves Insight Global.

15. E-Mail and Internet Policy. Contract Employee acknowledges and agrees to adhere to all applicable policies, procedures and rules of both Insight Global and Customer with respect to the use of Insight Global and/or Customer's e-mail and internet systems. Contract Employee acknowledges that Customer's e-mail and internet systems are to be used solely for the purposes of completing the Contract Assignment. In addition, Contract Employee agrees that the use of Customers systems to transmit, download, or distribute offensive materials, language, profanity, offensive images, or any other inappropriate material is prohibited. Contract Employee is expressly prohibited from using any of Contract Employee's personal computer resources, including, without limitation, Contract Employee's personal internet, e-mail and instant messaging accounts, to perform the Contract Assignment, without Customer's prior express written authorization. Contract Employee agrees that Customer may inspect, at any time, the entire contents of any electronic data storage device or any e-mail or instant messaging account used to perform the Contract Assignment. Contract Employee acknowledges that Customer may monitor, track and, in some instances, ascertain the identity of the authors, recipients, and contents of computer-based communications by Contract Employee, and Contract Employee knowingly and voluntarily consents to being monitored and to having his/her communications Contract Employee is aware that he/she has reviewed by Customer.





individual rights to the contents or use of Customer's computer resources, and all data on or material created using Customer's computer resources is Customer's property. Contract Employee further acknowledges that he/she has no expectation of privacy for any Internet or other use via Customer-owned or -provided connections or while using Customer's computer resources. Any breach of the E-Mail and Internet Policy section of this agreement will be grounds for immediate termination, and Contract Employee will be liable for any and all suits and claims arising out of any breach of this section.

- 16. Termination. This Agreement shall be terminable immediately and without prior notice in the sole discretion of Insight Global. In the event that Customer notifies Insight Global that Contract Employee's performance is unacceptable as determined by Customer in its sole discretion or that the services of Contract Employee are no longer needed or desired by Customer for any reason, or in the event that Customer for any reason discontinues payment to Insight Global with respect to Contract Employee, then the Agreement shall also be terminated. Contract Employee shall have the right to terminate the Agreement prior to the Termination Date, and Contract Employee agrees to provide a minimum of two weeks' notice when possible. Should Insight Global be unable to collect payment as a result of the termination of this agreement by Contract Employee, Insight Global will compensate Contract Employee only for hours worked for the two weeks prior to the termination at the current minimum wage, as dictated by applicable law. For such period during which Contract Employee is paid at the minimum wage rate as provided in the preceding sentence, all hours over forty per week will be compensated at one and one half times the minimum wage.
- 17. Equal Employment Opportunity Policy. Contract Employee acknowledges that he/she has reviewed and agrees to be bound by the Insight Global Equal Employment Opportunity Policy, a copy of which has been provided to Contract Employee.
- 18. Liabilities. Contract Employee agrees to indemnify and hold Insight Global and the Customer harmless for any and all damages, costs, expenses and losses arising as a result of the negligent actions of the Contract Employee, including but not limited to, any claims of inferior services provided, poor workmanship in the services provided, inferior quality in the product or services produced pursuant to the services provided by Contract Employee and the like, solely and approximately caused by the act(s) of Contract Employee while performing work or services pursuant to this Agreement.
- 19. <u>Disputes</u>. Any irreconcilable controversy, dispute, misunderstanding, or claim arising out of or relating to this Agreement shall be settled in a court of law or equity.





20. Complete Agreement. This Agreement sets forth the complete Agreement between Insight Global and Contract Employee with respect to the Contract Assignment. Except as specifically provided otherwise in this Agreement, no alterations or modifications of any of the terms of the Agreement will be binding on a party unless evidenced by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

CONTRACT EMPLOYEE	INSIGHT GLOBAL INC.
	2 0
SIGNATURE: Harro Dunal	SIGNATURE:
TITLE:	me: Zender
DATE: <u>5-3-20</u> 23	DATE: < (3/2013



PATENT REEL: 040508 FRAME: 0609

**RECORDED: 10/28/2016**