

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4346229

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TIM MCCANN	04/26/2011
RECEIVING PARTY DATA		
Name:	HUNGRY MACHINE, INC.	
Street Address:	2711 CENTERVILLE ROAD	
Internal Address:	SUITE 400	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19808	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13903678
CORRESPONDENCE DATA		
Fax Number:	(704)444-1111	
<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:	704-444-1000	
Email:	patent-mail@alston.com	
Correspondent Name:	ALSTON & BIRD LLP	
Address Line 1:	101 S TRYON ST, SUITE 4000	
Address Line 2:	BANK OF AMERICA PLAZA	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000	
ATTORNEY DOCKET NUMBER:	058407/488865	
NAME OF SUBMITTER:	BRIAN C. ELLSWORTH	
SIGNATURE:	/Brian C. Ellsworth/	
DATE SIGNED:	03/30/2017	
Total Attachments: 7		
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REEL: 041802 FRAME: 0958

HUNGRY MACHINE INC'S
CONFIDENTIALITY, INTELLECTUAL PROPERTY
AND NONCOMPETITION AGREEMENT

This Confidentiality, Intellectual Property and Noncompetition Agreement (the "Agreement"), made as of April 26, 2011 (the "Effective Date"), by and among Hungry Machine Inc., d/b/a LivingSocial (the "Company") and Tim McCann (the "Employee" or "You").

RECITALS

WHEREAS, the Employee has, or will obtain, significant knowledge and experience in the Company's business and intimate knowledge of its customers, processes, trade secrets and/or other confidential business information; and

WHEREAS, the Employee recognizes the need for the Company to protect its Confidential Information, commercial good will and other assets;

NOW THEREFORE, in consideration of the foregoing, the agreements set forth below, the parties' desire to preserve the value inherent in the Company for their mutual benefit, and for other valuable consideration (the receipt of which the Employee hereby acknowledges), the Employee, intending to be legally bound hereby, agrees with the Company as follows:

1. Prior Employment. The Employee represents that the Employee's employment with the Company is not in violation of any agreement with any prior employer and that the Employee will not disclose to the Company or utilize any trade secret or confidential information of any prior employer.

2. Confidentiality Obligation. Employee acknowledges that Employee will have access to Confidential Information (as defined below) relating to the Company and its affiliates and Employee agrees that Employee will only use such Confidential Information as necessary to perform Employee's duties. Employee agrees that Employee will not divulge, furnish, publish or use for Employee's benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information. Employee will exercise the utmost degree of care to prevent the unauthorized dissemination, disclosure and or use of any Confidential Information and, except with the prior written consent of the Company, will not make or allow any disclosure of the Confidential Information to any third party. Employee understands that it is the Company's intention to maintain the confidentiality of this information notwithstanding that employees of the Company may have free access to the information for the purpose of performing their duties with the Company, and notwithstanding that employees who are not expressly bound by agreements similar to this agreement may have access to such information for job purposes. Employee acknowledges that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it within the Company by confidential envelope or communication, in order to preserve the confidential nature of the information.

"Confidential Information" means any and all information, whether or not reduced to written or recorded form, that is related to the Company and that is not generally known or accessible to members of the public and/or competitors of the Company nor intended for general dissemination, whether furnished by the Company or compiled by Employee including, without limitation, information relating to the

Company's past, present, or future research, development or business affairs such as trade secrets, inventions (whether or not patentable), product development, software, software and technology architecture, networks, business methodologies, facilities, billing records, policies, financial and operational information, contracts, officer, director and shareholder information, suppliers, client lists, marketing or sales prospects, projected projects, Company "know how," and all copies, reproductions, notes, analyses, compilations, studies, interpretations, summaries and other documents. "Confidential Information" does not include information that has become publicly known and made generally available through no wrongful act of Employee or others.

3. Intellectual Property. Employee agrees to attach, as Schedule A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee, including those conceived, developed or reduced to practice, or which are owned by Employee prior to his employment by the Company (collectively referred to herein as "Prior Inventions"). or, if no such list is attached, Employee represent that there are no such Prior Inventions. If during the term of Employee's employment with the Company, Employee incorporates into a Company product, process or machine a Prior Invention owned by Employee or in which Employee has an interest, the Company is hereby granted a nonexclusive, transferable, royalty-free, fully-paid, irrevocable, perpetual, world-wide license to make, have made, modify, use and sell such Prior Invention.

(a) Assignment of Inventions. Employee agrees to promptly make full written disclosure to the Company and to assign to the Company, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, "know how," discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright, trademark, or similar laws, which Employee solely or jointly conceives, develops or reduces to practice, or causes to be conceived or developed or reduced to practice, during the term of Employee's employment with the Company (collectively referred to herein as "Inventions"). This assignment shall apply to Inventions to the maximum extent permissible under California Labor Code § 2870, which is reproduced in Schedule A. To the extent possible, any Inventions made or conceived by Employee shall be deemed a "work made for hire" within the meaning of § 101 of the Federal Copyright Act, as amended. Employee understands and agrees that the decision whether or not to commercialize or market any Invention is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Employee as a result of the Company's efforts to commercialize or market any such Invention. Employee also agrees to keep and maintain adequate and current written records of all Inventions made by Employee during the term of Employee's employment with the Company. The records will be available to and remain the sole property of the Company.

(b) Further Assurances. Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure, maintain, protect, and enforce the Company's rights in the Inventions and any copyrights, patents, trademarks, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its

successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees to execute or cause to be executed, any such instrument or papers the Company may request to establish, maintain, protect, or enforce the rights defined in the section during and after the term of Employee's employment with the Company. If the Company is unable because of Employee's mental or physical incapacity, death, absence, lack of cooperation or any other reason to secure Employee's signature, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in on behalf of Employee to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

4. Non-Competition. During the term of the Agreement and for a period of one year thereafter, Employee shall not, without the prior written approval of the Company, become involved, directly or indirectly, as a director, officer, employee, consultant, advisor, partner, agent, or investor (other than as the owners of less than 1% of the stock of a publicly traded company) in any business that is competitive to the business of the Company in any geographic location where the Company does business or has active plans at the time to do business directly or through its affiliates. A business is deemed to be "competitive" to the business of the Company if it does business in competition with or substantially similar to any of the then-current or demonstratively anticipated business activities of the Company or its affiliates, in which Employee substantially participated or with regard to which Employee had access to material Confidential Information during Employee's employment and/or consultancy with the Company or its affiliates.

5. Non-Solicitation. During the term of the Agreement and for a period of two years thereafter, Employee shall not, without the prior written approval of the Company, directly or indirectly, on Employee's own behalf or on behalf of any other person, corporation, partnership, or entity, whether as an employee, officer, director, partner, investor, consultant or agent: (a) induce or attempt to induce any customer of the Company not to hire or do business with the Company; (b) solicit the business of any then-current or prospective customer of the Company, or any person, corporation, partnership, or entity that was a customer of the Company within one year prior of such solicitation, to purchase products or services similar to, or competitive with, the products or services then-offered by the Company; or (c) solicit or attempt to solicit, or hire or attempt to hire, any employees of the Company to leave the employ of the Company.

6. Acknowledgments.

(a) Employee acknowledges and agrees that the Company has valuable relationships with its customers, that those relationships were in many instances developed at considerable expense and difficulty to the Company and that the Company is acquiring at considerable expense the benefits and goodwill associated with such relationships.

(b) Employee agrees that following Employee's employment with the Company, the Company shall have the right to communicate the terms of this Agreement to any prospective or current employer of Employee. Employee waives any right to

assert any claim for damages against Company or any officer, employee or agent of the Company arising from such disclosure of the terms of this Agreement.

(c) Employee acknowledges that the purposes of Paragraphs 4 and 5 would be frustrated by measuring the period of restriction from the date of termination of employment where Employee failed to honor the Agreement until directed to do so by court order. Therefore, should legal proceedings have to be brought by the Company against Employee to enforce this Agreement and should the Company prevail in obtaining injunctive relief against Employee, the period of restriction under Paragraphs 4 and 5 shall be deemed to be extended for a period equal to the period of violation by Employee.

(d) The provisions of Paragraphs 4 and 5 shall be independent of any other provision of this Agreement, and the existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Paragraphs 4 and 5 by the Company.

7. Special Relief. The Employee acknowledges that the restrictions contained in this Agreement are reasonably necessary to protect the legitimate business interests of the Company, that the Employee's work for the Company allows Employee access to trade secrets of, and valuable confidential information concerning, the Company, that the Employee will be employed in a position providing Employee with the ability to develop substantial relationships with prospective and existing customers of the Company, and that any violation of this Agreement will cause substantial and irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Therefore, Employee agrees that the Company is entitled, in addition to any other remedies and without posting a bond or other security: (a) to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach of this Agreement; (b) the right and remedy to require the Employee to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Employee as a result of any transactions constituting a material breach of this Agreement; and (c) the right to terminate any and all incentive stock options (vested and unvested) held by you as of the date of your material breach of this Agreement. Employee also acknowledges that the agreements and covenants contained herein are reasonable as to time, geographical area and scope of activity and do not impose a restriction greater than is necessary to protect the Company's goodwill, proprietary and confidential information, trade secrets and business interests.

8. Severability. The provisions of this Agreement shall be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms. If, moreover, any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the fullest extent compatible with the applicable law as it shall then appear.

9. Waivers and Amendments. The respective rights and obligations of the Company and the Employee under this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively, and either for a specified period of time or indefinitely) or amended only with the written consent of a duly authorized representative of the Company and the Employee.

10. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the Company's successors and assigns.

11. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement of the parties with regard to the subjects hereof and supersedes in their entirety all other prior agreements, whether oral or written.

12. Governing Law and Consent to Jurisdiction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the District of Columbia (without giving effect to any conflicts or choice of laws or provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction). The Company and Employee also agree that the exclusive forum for resolving any disputes between them arising out of this Agreement shall be, and each agree to submit to the jurisdiction and venue of, the courts in the District of Columbia.

13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

14. Return of Materials and Equipment. Upon termination of employment with the Company, or upon request at any time by the Company, Employee shall immediately return to the Company any and all equipment, documents, materials and other property of the Company in Employee's possession or control, including all documents and files, and all equipment and peripherals. Employee agrees not to alter or destroy any Company property, data or information prior to its return or approval by the Company to destroy copies of such data or information.

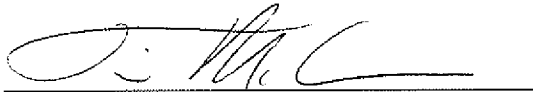
15. Affirmation of At-Will Employment Status. Employee understands that Employee is an employee at-will, and that the Employee may resign, or the Company may terminate the Employee's employment, at any time with or without notice and for any or for no reason. Nothing in this Agreement shall be construed to alter the at-will nature of the Employee's employment, nor shall anything in this Agreement be construed as providing the Employee with a definite term of employment. Employee agrees to follow all of the policies and procedures of the Company in effect from time to time concerning employees of the Company.

[Signature page follows]

IN WITNESS WHEREOF, this Confidentiality, Intellectual Property and Noncompetition Agreement has been executed as of the Effective Date.

EMPLOYEE:

Tim McCann



Signature

Tim McCann

Print Name

Date: April 26, 2011

Employee Address:

1200 N St, NW
Apt 516
Washington, DC 20005

EMPLOYER:

Hungry Machine, Inc



Signature

By: Alan Clifford

Date: April 26, 2011

Schedule A

1. LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
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If no Prior Inventions are listed above, Employee represents that there are no such Prior Inventions.

2. CALIFORNIA LABOR CODE, SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.