504251086 03/01/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4297764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHN P. KROEKER	05/31/1984

RECEIVING PARTY DATA

Name:	ELIZA CORPORATION
Street Address:	75 SYLVAN STREET
City:	DANVERS
State/Country:	MASSACHUSETTS
Postal Code:	01923

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9311929

CORRESPONDENCE DATA

Fax Number: (800)621-3653

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.

Email: russw@russwlaw.com

RUSS WEINZIMMER & ASSOCIATES, PC Correspondent Name:

Address Line 1: 614 NASHUA STREET, #53

Address Line 4: MILFORD, NEW HAMPSHIRE 03055

ATTORNEY DOCKET NUMBER:	ELIZA-001CIP
NAME OF SUBMITTER:	RUSS WEINZIMMER
SIGNATURE:	/Russ Weinzimmer/
DATE SIGNED:	03/01/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 2

source=John Kroeker Employmnet Agreement#page1.tif source=John Kroeker Employmnet Agreement#page2.tif

PATENT REEL: 041852 FRAME: 0472 504251086

ELIZA CORPORATION

EMPLOYMENT AGREEMENT

In consideration of my employment by Eliza Corporation and/or any of its subsidiaries (hereinafter jointly called the "Company", and of the salary or wages to be paid to me during such employment, I do hereby agree with the Company as follows:

- (1) That I will serve the Company, at the will of either party and at the compensation from time to time mutually agreed upon, in such capacity as the Company may from time to time designate; that I will devote such time and efforts to the Company's business as the Company's Board of Directors deems appropriate; and that I will not prior to the termination of my employment be in any way directly or indirectly engaged in or affiliated with any business similar to or competitive with that of the Company.
- (2) That all ideas, methods, computer programs, inventions, discoveries, improvements or developments whether patentable or unpatentable (hereinafter called the "inventions") made or conceived by me, solely or jointly with others during the period of my employment or during one (1) calendar year immediately following the termination of my employment which are suggested by or related to any work to which I shall be assigned by the Company, or to the business or technologies applied and developed by the Company, or are made or conceived at the Company's expense or on the Company's premises shall belong exclusively to the Company whether or not patent applications are filed thereon.
- (3) That I will keep full and complete written records, in the manner prescribed by the Company, of the inventions, and will promptly disclose the same completely and in writing to the Company; that such records shall be the sole and exclusive property of the Company, and that I will surrender them to the Company upon termination of my employment, or upon request by the Company at any other time during or after my employment with the Company.
- (4) That I will assign to the Company the inventions and all patents in any and all countries which may issue thereon during or after my employment, together with the right to file, in my name or in the name of the Company or its nominee, applications in any or all countries of the world for patents and equivalent rights of exclusion thereon or therefor, and will at any time during and after my employment make such applications, sign such papers, take all rightful oaths, and perform all acts as may be specified from time to time by the Company on or for the inventions, execute assignments thereof to the Company or to its nominee, and give the Company and its attorneys all reasonable assistance, including the giving of testimony, to obtain the inventions for its benefit, all without additional compensation to me but entirely at the Company's expense.
- (5) That I will not, without the prior written consent of the Company, at any time during or after my employment, disclose directly or indirectly to or use for the benefit of any unauthorized person, or use for my own benefit any trade secret, including, without thereby limiting the generality of the foregoing, any information (not already available to the public) concerning the inventions, designs, methods, procedures, computer programs, systems, improvements, customers, business, or other

PATENT REEL: 041852 FRAME: 0473 private or confidential matters of the Company.

- (6) I have attached hereto a complete list of all inventions, if any, patented or unpatented, including the numbers of all patents issued thereon and, to the extent that I am free to reveal the information, the numbers of the patent applications filed thereon and a brief description of all unpatented inventions, and names of assignees of any of them which I made prior to my employment by the Company, and which are to be excluded from the scope of this Agreement. I know of no other inventions which should be and are excluded from the scope of the Agreement. I agree that any improvements made upon the listed inventions during my employment are to be the property of the Company if within the scope of paragraph 2 hereof. (If none, write "NONE" here
- (7) That during my employment and for a period of one (1) year immediately following the termination of my employment with the Company, I will not, either as principal, agent, employee or consultant, or otherwise, engage in any work involving the development, production or marketing of products applying, based upon or derived from the same or related technologies employed by the Company anywhere in the world. recognize that the development and marketing of such products occur within an integrated international market and that restricted geographic scope of this obligation would not protect the Company against unauthorized disclosure, use or exploitation of its trade secrets and/or confidential, proprietary information.
- This Agreement, which supersedes all prior agreements between us relating to ideas, methods, discoveries, inventions, improvements, or developments, if any, may not be modified on behalf of the Company in whole or in part except by an instrument in writing signed by an authorized executive of the Company.
- I represent that I am not now under any obligation of a contractual or other nature which would prevent, limit or impair in any way the performance by me of my obligations hereunder.
- The provisions of this Agreement shall be binding upon the respective heirs, personal representatives, successors, and assigns of both parties hereto.

Executed as an instrument under seal on the date written below. This Agreement has been executed and delivered in the Commonwealth of Massachusetts and shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Accepted:

EL IZA CORPORATION

The above ideas and technologies are the speech recognition ideas and technologies that Eliza is developing

PATENT

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RECORDED: 03/01/2017