# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4320331

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR previously recorded on Reel 041567 Frame 0236. Assignor(s) hereby confirms the ASSIGNMENT.	

## **CONVEYING PARTY DATA**

Name	Execution Date
STEPHEN MEADE	03/11/2011

### **RECEIVING PARTY DATA**

Name:	CENOPLEX, INC.	
Street Address:	3736 BEE CAVE ROAD	
Internal Address:	SUITE 1171	
City:	WEST LAKE HILLS	
State/Country:	TEXAS	
Postal Code:	78746	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	9047619
Application Number:	61198520

### CORRESPONDENCE DATA

Fax Number: (312)655-1917

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.

3126559900 Phone:

Email: dhurley@kdslaw.com

**Correspondent Name:** DAVID J HURLEY KNECHTEL DEMEUR & SAMLAN

Address Line 1: 525 W. MONROE ST.

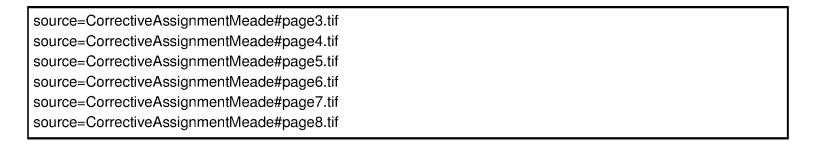
Address Line 2: **SUITE 2360** 

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	JOHN F. HURCKMAN	
SIGNATURE:	/John F. Hurckman/	
DATE SIGNED:	03/15/2017	

**Total Attachments: 8** 

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# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4313960

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
STEPEHN MEADE	03/11/2011

### **RECEIVING PARTY DATA**

Name:	CENOPLEX, INC.	
Street Address:	3736 BEE CAVE ROAD	
Internal Address:	SUITE 1171	
City:	WEST LAKE HILLS	
State/Country:	TEXAS	
Postal Code:	78746	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	61198520
Patent Number:	9047619

#### **CORRESPONDENCE DATA**

Fax Number:

(312)655-1917

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:

3126559900

Email:

dhurley@kdslaw.com

**Correspondent Name:** 

DAVID J HURLEY KNECHTEL DEMEUR & SAMLAN

Address Line 1:

525 W. MONROE ST.

Address Line 2:

**SUITE 2360** 

Address Line 4:

CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	JOHN F. HURCKMAN	
SIGNATURE:	/John F. Hurckman/	
DATE SIGNED:	03/10/2017	

#### **Total Attachments: 6**

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RECORDATION FORM COVER SHEET  PATENTS ONLY			
and the second s	To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)		
Stephen Meade	Name: Cenoplex, Inc.		
	Internal Address:		
Additional name(s) of conveying party(les) attached? ☐ Yes 🔀 No	4		
3. Nature of conveyance/Execution Date(s):	Street Address: 3736 See Cave Road, Suite 1171		
Execution Date(s) March 11, 2011			
Assignment Merger	City: Wesi Lake Hills		
Security Agreement Change of Name	FOLD. 15 COS FORMS 1 7002		
Joint Research Agreement	State: Texas		
Government Interest Assignment	Country: United States Zip: 78746		
Executive Order 9424, Confirmatory License			
Other	Additional name(s) & address(es) attached?  Yes  No		
	document serves as an Cath/Declaration (37 CFR 1.83).		
A. Patent Application No.(s)	B. Palent No.(s)		
13/127,993	9,047,619		
61/198,520 PCT/US2009/063459			
	iached? [Yes   No		
5. Name and address to whom correspondence	6. Total number of applications and patents		
concerning document should be mailed:	involved: 4		
Name: David J. Hurley	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.60		
Internal Address: Knechtel, Comeur & Samian			
	Authorized to be charged to deposit account		
Street Address: 525 W. Morroe Sirest, Suite 2380	Enclosed Enclosed		
	None required (government interest not effecting title)		
City: Chicago	8. Payment Information		
	water		
State: illinois Zip: 80961	observation of the state of the		
Phone Number: 312-655-9900	Deposit Account Number		
Docket Number	Authorized User Name		
Email Address: dhuriev@kdalaw.com	C 200 C 200 Service - 20 V 200 C 200 2 7 20 C		
9. Signature:	3/5/17		
Signature	7/ Date		
John F Hurckman - Zewowch Man Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:		
Name of Person Signing	The second resources was said the consistency		
Secuments to be recented finalisation cover she	et) should be fixed to (571) 273-8148, or malled to: of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1468		

# Confidential Information and Invention Assignment Agreement

This Confidential Information and Invention Disclosure Agreement (the "Agreement"), dated March 11, 2011 (the "Effective Date") is between Cenoplex, Inc., a Delaware corporation ("Cenoplex") and Stephen Meade, a resident of Los Angeles, CA ("Founder").

Founder was the original founder of Cenoplex and its predecessors in interest, Cenoplex, LLC, a Nevada limited liability company and AdSnips, LLC, and Nevada limited liability company (collectively, the "Company"). As part of Founder's role with the Company, Founder and Cenoplex desire to document and put in place certain restrictive covenants that were previously agreed among the parties. Accordingly, the parties agree as follows:

- 1. Confidential Information. Founder shall, throughout the term of his relationship with the Company and thereafter, maintain the confidentiality of all Confidential Information of the Company, as follows:
- 1.1. The term Confidential Information shall mean all confidential, proprietary and trade secret information of the Company, whether in written, oral, electronic or other form, including but not limited to, information and facts concerning business plans, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, sales prospects, client lists, inventions, or any other scientific, technical or trade secrets of the Company or of any third party provided to Founder or the Company under a condition of confidentiality, provided that Confidential Information shall not include information that is in the public domain other than through any fault or act by the Founder. The term "trade secrets," as used in this Agreement, shall be given its broadest possible interpretation under California law and shall include, without limitation, anything tangible or intangible or electronically kept or stored, which constitutes, represents, evidences or records any secret scientific, technical, merchandising, production or management information, or any design, process, procedure, formula, invention, improvement or other confidential or proprietary information or documents.
- 1.2. This Agreement covers all Confidential Information disclosed to Founder during his relationship with the Company.
- 1.3. Founder's obligations regarding Confidential Information continue following termination of any relationship with the Company.
- 1.4. Founder shall: (a) use Confidential Information only within the scope of his relationship with the Company; (b) not disclose the Company's Confidential Information to any third party without the prior written approval of the Company; (c) restrict dissemination of Confidential Information only to those of its Founders who have a need to know; (d) follow all Company policies in preventing disclosure of Confidential Information to third parties and (e) not disclose to the Company any confidential information belonging to a third party. Founder shall promptly notify the Company of any loss of Confidential Information or breach of these obligations
- 1.5. Confidential Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of Founder; (b) is furnished to a third party by the Company without a duty of confidentiality; or (c) is explicitly approved for release by written authorization of the Company; or (d) is ordered to be disclosed by a court of competent jurisdiction, provided Founder gives timely written notice of such order to the Company to enable it to seek a protective order.

- 1.6. All Confidential Information is and shall remain the property of the Company. Upon termination of all relationships with the Company, Founder shall return all the Confidential Information to the Company along with all paper copies, and destroy all electronic copies of Confidential Information
- 2. Non-Solicitation. During the period in which Founder performs services for or at the request of the Company and for a period of *One (1) year* following the termination of Founder's relationship with the Company, Founder shall not, either individually or on behalf of or through any third party, directly or indirectly, without the prior written consent of the Company:
- 2.1 (i) solicit or induce any Founder of or consultant to the Company to terminate his or her relationship with the Company or any such parent, subsidiary or affiliate for any reason, or (ii) solicit the employment or engagement of any Founder of or consultant to the Company while any such person is providing services to the Company; or
- 2.2 solicit or induce any vendor, supplier or strategic partner to the Company to cease doing business with the Company.
- 3. Ownership of Ideas, Copyrights and Patents.
- 3.1 Property of the Company. All ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, inventions, designs, developments, apparatus, techniques, methods, biological processes, cell lines, laboratory notebooks and formulae (collectively the "Inventions") which may be used in the business of the Company, whether patentable, copyrightable or not, which Founder has previously conceived, reduced to practice or developed or which he may conceive, reduce to practice or develop during his relationship with the Company, alone or in conjunction with another or others, whether during or outside of regular business hours, whether or not on the Company's premises or with the use of its equipment, and whether at the request or upon the suggestion of the Company or otherwise, shall be the sole and exclusive property of the Company, and Founder shall not publish any of the Inventions without the prior written consent of the Company. Without limiting the foregoing, Founder also acknowledges that all original works of authorship which are made by Founder (solely or jointly with others) within the scope of your employment or which relate to the business of the Company or a Company affiliate and which are protectable by copyright are "works made for hire" pursuant to the United States Copyright Act (17 U.S.C. Section 101). During the term of his relationship with the Company, Founder shall assign to the Company or its designee all of Founder's right, title and interest in and to all of the foregoing, including, without limitation, the following patent applications:

International Application Number: PCT/US2009/063459
International Bureau Publication Number: WO 2010/054129

US Provisional: 61/198,520

3.2 <u>Cooperation</u>. At any time during or after Founder's relationship with the Company, Founder comply with all Company policies concerning Inventions and shall fully cooperate with the Company and its attorneys and agents in the preparation and filing of all papers and other documents as may be required to perfect the Company's rights in and to any of such Inventions, including, but not limited to, joining in any proceeding to obtain letters patent, copyrights, trademarks or other legal rights with respect to any such Inventions in the United States and in any and all other countries, provided that the Company shall bear the expense of such proceedings, and that any patent or other legal right so issued to Founder personally shall be assigned by Founder to the Company or its designee without any further compensation to Founder. Founder designates the Company as his or her agent, and grants to the

Company a power of attorney with full power of substitution (which power of attorney shall be deemed coupled with an interest), for the purpose of effecting the foregoing assignments to the Company.

- 3.3 <u>Licensing and Use of Innovations</u>. With respect to any Inventions, and work of any similar nature (from any source), whenever created, which Founder has not prepared or originated in the performance of relationship with the Company, but which Founder provides to the Company or incorporates in any Company product or system, Founder hereby grants to the Company a royalty-free, fully paid-up, non-exclusive, perpetual and irrevocable license throughout the world to use, modify, create derivative works from, disclose, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all such Inventions. Founder shall not include in any Inventions delivered to the Company or used on its behalf, without the prior written approval of the Company, any material which is or shall be patented, copyrighted or trademarked by Founder or others unless Founder provides the Company with the written permission of the holder of any patent, copyright or trademark owner for the Company to use such material in a manner consistent with then-current Company policy.
- 3.4 <u>Prior Inventions</u>. Listed on <u>Exhibit 3(d)</u> to this Agreement are any and all Inventions in which Founder claims or intends to claim any right, title and interest (collectively, "Prior Inventions"), including, without limitation, patent, copyright and trademark interests, that Founder has, alone or jointly with others, made prior to the commencement of employment with the Company that Founder considers to be his or her property or the property of third parties and that shall be excluded from the scope of this Agreement. If no such disclosure is attached, Founder represent that there are no Prior Inventions.
- 4. <u>Exception to Assignments</u>. The Company and Founder that this Agreement does not require assignment of any Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870"), which provides as follows:
- (a) Any provision in an employment agreement which provides that an Founder 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 Founder 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 Founder for the employer.
- (b) To the extent a provision in this Agreement purports to require an Founder 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.
- 5. <u>Reasonableness of Restrictions</u>. Founder acknowledge that the types of conduct which are prohibited by Sections 1, 2 and 3 are narrow and reasonable in relation to the skills which represent Founder's principal marketable asset both to the Company and to other prospective employers
- 6. <u>No Conflicting Obligations</u>. Founder represents that he or she have no commitments or obligations inconsistent with this Agreement, and Founder shall not enter into any such conflicting agreement during employment with the Company.
- 7. General.

- 7.1 <u>Assignment</u>. The Company may assign its rights and obligations to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Founder is principally involved. Founder's rights and obligations under this Agreement may not be assigned by Founder.
- 7.2 <u>Governing Law, Jurisdiction</u>. The laws of the state of Delaware, without regard to its choice or conflict of laws provisions, shall govern the provisions of this Agreement, and the parties agree to submit to the jurisdiction of the courts of Austin, Texas.
- 7.3 Notices. All notices required or permitted to be given under this Agreement to any party shall be in writing and shall be deemed given upon personal delivery or acknowledgment of facsimile transmission or three (3) days after mailing or when received (whichever is earlier) if sent by certified mail, return receipt requested, all postage and registration or certification fees prepaid and addressed as set forth on the signature page of this Agreement.
- 7.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any and all prior discussions, correspondence, agreements or understanding between the parties with respect to such matters. No amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties.
- 7.5 <u>Injunctive Relief</u>. Founder expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in Section 1, 2 or 3 of this Agreement may result in substantial, continuing and irreparable injury to the Company. Therefore, in addition to any other remedy that may be available to the Company, the Company shall be entitled to seek injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Section 1, 2 or 3 of this Agreement.
- 7.6 Opportunity to Review. Founder hereby acknowledges that he or she have had adequate opportunity to review these terms and conditions and to reflect upon and consider the terms and conditions of this Agreement, and have had the opportunity to consult with their own counsel regarding such terms. Founder further acknowledges that he or she fully understands the terms of this Agreement and has voluntarily executed this Agreement.
- 7.7 <u>At-Will Employment</u>. Founder acknowledges that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate his or her employment at any time, for any reason, with our without cause, except as otherwise expressly provided in any written employment agreement he or she has with the Company.
- 7.8 <u>Surviyal</u>. The provision of this Agreement, shall survive the termination of Founder's employment with the Company for any reason.

(Remainder of Page Intentionally Left Blank)

Authorized representatives of the parties have executed this Agreement as of the Effective Date

CENOPLEX, INC.

FOUNDER

Name: Gregory O. Welch

Title: President and Chief Executive Officer

3736 Bee Cave Road, Suite 1171 West Lake Hills, TX 78746 Name: Stephen Meade

Address: 12228 Venice Blvd., Suite 165

Los Angeles, CA 90066