

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4387713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN ROACH	12/01/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MITEK SYSTEMS, INC.
<b>Street Address:</b>	600 B STREET
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92101
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14042719
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(619)235-0398
<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>	
<b>Phone:</b>	6192381900
<b>Email:</b>	docketing@procopio.com
<b>Correspondent Name:</b>	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
<b>Address Line 1:</b>	525 B STREET
<b>Address Line 2:</b>	SUITE 2200
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92101
<b>ATTORNEY DOCKET NUMBER:</b>	117313-010CON
<b>NAME OF SUBMITTER:</b>	GLORIA MIMI CHOI
<b>SIGNATURE:</b>	/gloria mimi choi/
<b>DATE SIGNED:</b>	04/27/2017
<b>Total Attachments: 2</b>	
source=SIGNED_Proprietary_Agreement_(John_Josh_Roach)_117313-010CON#page1.tif	
source=SIGNED_Proprietary_Agreement_(John_Josh_Roach)_117313-010CON#page2.tif	

## Appendix C

### MITEK SYSTEMS, INC.

#### INVENTION ASSIGNMENT AND PROPRIETARY INFORMATION AGREEMENT

In consideration of my employment or continued employment by Mitek, Systems, Inc. ("Company"), I, John R. [Signature], hereby represent and agree as follows:

1. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that, as an essential part of my employment with the Company, I am expected to make new contributions to and create inventions of value for the Company.
2. I will promptly disclose in confidence to the Company all inventions, improvements, original works of authorship, formulas, processes, computer programs, databases and trade secrets ("Inventions"), whether or not patentable or copyrightable or protectable as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment.
3. I agree that all Inventions that (a) are or were developed using equipment, supplies, facilities or trade secrets of the Company, (b) result or have resulted from work performed by me for the company as a Consultant or employee either before or after the effective date of this Agreement or (c) relate to the business or the actual or anticipated research or development of the Company, will be the sole and exclusive property of and are hereby assigned without further consideration to the Company. I have been notified and understand that the provisions of this paragraph do not apply to any Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

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 BUSINESS OF THE EMPLOYER OR, TO THE EMPLOYER'S ACTUAL OR

DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. ANY PROVISION WHICH PURPORTS TO APPLY TO SUCH AN INVENTION IS TO THAT EXTENT AGAINST THE PUBLIC POLICY OF THIS STATE AND IS TO THAT EXTENT VOID AND UNENFORCEABLE.

4. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the company will compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

5. I understand that my employment by 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 me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company ("Proprietary Information"). Such Proprietary Information includes but is not limited to inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer lists.

6. At all times, both during my employment and after its termination, I will keep all such Proprietary Information in confidence and trust, and I will not use or disclose any of such Proprietary Information without the written consent of the Company, except as may be necessary to perform my duties as an employee of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

7. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment or proprietary information agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are not generally available to the public.

8. I hereby authorize the Company to notify others, including but not limited to customers of the Company and my future employers, of the terms of this Agreement and my Responsibilities hereunder.

9. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

10. I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. This Agreement shall be effective as of the first day of my employment, December 1, 2008, by the Company, namely:

Mitek Systems, Inc.:

Employee:

*Fred Hutton*

\_\_\_\_\_  
Fred Hutton  
Controller

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature  
*John Roel*  
\_\_\_\_\_  
(Printed Name)