# 504362611 05/11/2017 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4409303

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		EMPLOYMENT AGREEMENT	EMPLOYMENT AGREEMENT	
CONVEYING PARTY	DATA			
		Name	Execution Date	
Moshe Doron			07/04/2013	
	ΔΤΔ			
Name:		HEPTAGON USA, INC.		
Street Address:		3945 FREEDOM CIRCLE		
Internal Address:		SUITE 400		
City:		SANTA CLARA		
State/Country:		CALIFORNIA		
Postal Code:	95054			
PROPERTY NUMBER	IS Total: 1			
Property Type		Number		
Application Number:	1	5082805		
CORRESPONDENCE	DATA			
Fax Number:(877)		877)769-7945		
		the e-mail address first; if that is unsu if that is unsuccessful, it will be sent		
Phone:	•	212) 765-5070		
Email:	•	psi@fr.com		
		SAMUEL BORODACH		
		ISH & RICHARDSON P.C.		
Address Line 1:	•			
Address Line 1: Address Line 2:		P.O.BOX 1022		
	Р		22	
Address Line 2: Address Line 4:	P	P.O.BOX 1022	22	
Address Line 2: Address Line 4:	P N NUMBER:	P.O.BOX 1022 /INNEAPOLIS, MINNESOTA 55440-102	22	
Address Line 2: Address Line 4: ATTORNEY DOCKET	P N NUMBER:	P.O.BOX 1022 /INNEAPOLIS, MINNESOTA 55440-102 31026-0135001	22	
Address Line 2:	P N NUMBER:	P.O.BOX 1022 AINNEAPOLIS, MINNESOTA 55440-102 31026-0135001 CAROL TYRRELL	22	
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER SIGNATURE: DATE SIGNED:	P NUMBER: I:	P.O.BOX 1022 AINNEAPOLIS, MINNESOTA 55440-102 31026-0135001 CAROL TYRRELL /Carol Tyrrell/	22	
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER SIGNATURE:	P M NUMBER: R:	P.O.BOX 1022 /IINNEAPOLIS, MINNESOTA 55440-102 31026-0135001 CAROL TYRRELL /Carol Tyrrell/ 05/11/2017	22	
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTEF SIGNATURE: DATE SIGNED: Total Attachments: 10 source=310260135001 source=310260135001	P NUMBER: R: Employment Employment	2.O.BOX 1022 AINNEAPOLIS, MINNESOTA 55440-102 31026-0135001 CAROL TYRRELL /Carol Tyrrell/ 05/11/2017 Agreement#page1.tif Agreement#page2.tif	22	
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Fotal Attachments: 10 source=310260135001	P NUMBER: I: Employment Employment Employment	2.O.BOX 1022 AINNEAPOLIS, MINNESOTA 55440-102 31026-0135001 CAROL TYRRELL /Carol Tyrrell/ 05/11/2017 Agreement#page1.tif Agreement#page2.tif Agreement#page3.tif	22	

Date 3 June, 08, 2013

To 5 Moshe Doron 1755 O'Farrell St. Apt #512 San Francisco, CA 94115 USA

Dear Moshe Doron

#### Letter of Appointment

We, Heptagon USA Inc, (the "Company") are pleased to offer you employment as "Sr. Product Manager", on the following terms and conditions. Your employment shall commence no later than <u>July 22 2013</u>.

#### 1. Job Title and Duties

Your job title will be Sr. Product Manager

You shall take on the duties and obligations that are usually involved with your function in accordance with (i) the terms and conditions of this Agreement, (ii) the articles of association of the Company, (iii) the law and (iv) the instructions and directives of your supervisor.

You shall carefully perform the work within your responsibility and devote all of your efforts and time to work for the Company. You shall spend the time which is required for the careful performance of your duties and obligations without being restricted by regular business working hours.

Any existing or new engagement in any other or additional employment, occupation or consulting activity, including but not limited to activities as advisor, employee, member of a board of Executives as well as the exercise of a public office or a function in a professional association, shall not be compatible with your obligations unless approved in writing by the Company.

### REDACTED

## REDACTED

## REDACTED

### REDACTED

### 7. Assignment of Invention

Please refer to the attached Assignment of Invention, which will form an integral part of the Letter.

#### 8. Confidentiality Agreement

Please refer to the attached Confidentiality Attestation, which will form an integral part of the Letter.

### 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

### 11. Severability.

If any sentence, phrase, paragraph, subparagraph or portion of this Letter is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, paragraphs, subparagraphs or portions of this Letter, all of which will be enforced to the fullest extent permitted by law.

Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this letter.

Yours faithfully

Christian Tang-Jespersen For and On behalf of Heptagon

Acceptance

1. Masha Doron. Mashador hereby confirm acceptance of all of the above terms and conditions.

Signature

Date:

#### Assignment of Invention

I confirm the following:

• For purposes of this Agreement, "Developments" shall mean any idea, discovery, invention, design, method, technique, improvement, enhancement, development, computer program, machine, algorithm or other work or authorship that (i) relates to the business or operations of the Company or any of its affiliates, or (ii) results from or is suggested by any undertaking assigned to me or work performed by me for or on behalf of the Company or any of its affiliates, whether created alone or with others, during or after working hours.

All Developments shall be made for hire by me for the Company or any of its affiliates.

All Developments and Confidential Materials shall remain the sole property of the Company or any of its affiliates. I will acquire no proprietary interest in any Confidential Materials or Developments developed or acquired during my employment with the Company. To the extent I may, by operation of law or otherwise, acquire any right, title or interest in or to any Confidential Materials or Development, I understand and agree and hereby assign to the Company all such proprietary rights.

\* I understand and agree that I will, both during and after the end of my employment for any reason, upon the Company's request, promptly execute and deliver to the Company all such assignments, certificates and instruments, and will promptly perform such other acts, as may be reasonably necessary or desirable for the Company to evidence, establish, maintain, perfect, enforce or defend the Company's rights in the Confidential Materials and Developments.

\* Acknowledgement of Labor Code Section 2870. I understand and agree that the Company is hereby advising me that any provision in this Agreement requiring me to assign rights in any invention does not apply to an invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, and that this Section shall constitute written notice of the provisions of Section 2870. Section 2870 provides as follows:

(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 amployce 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 the state and is unenforceable."

Work Made For Hire. I expressly agree that the results and proceeds of my services for the Company or for my own account during my employment with the Company shall constitute a "work made for hire" specially commissioned by the Company and, accordingly, the Company shall be considered the author of said material for all purposes and the exclusive and perpetual owner throughout the universe of all rights (whether or not now known or recognized) comprised of the copyright in and to said material and any and all patents, trademarks, or other right thereto. In the event that all or any portion of such results and proceeds of my services shall for any reason not be deemed a "work made for hire" for the Company, I hereby grant, sell and assign to the Company exclusively, perpetually, and throughout the universe, all rights of every nature (whether or not now known or recognized) in and to such results and proceeds, immediately upon their coming into existence, including all copyrights therein. I will, upon request, execute such additional documents as the Company may deem reasonably necessary to evidence and effectuate the Company's rights hereunder. If, after five (5) business days following receipt of the Company's request, I fail to execute such documents, I hereby grant to the Company the right, as my attorney-in-fact, which right shall be irrevocable and coupled with an interest, to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere, any and all such documents. The Company will provide me with a copy of all such documents executed.

If any of my covenants set forth herein are found by a court to be unreasonable in duration or scope or are in violation of public policy, I agree that the other provisions of this attestation will continue in full force and effect and that the affected covenant will be enforced to the extent doing so would not be unreasonable or in violation of public policy.

• I agree that in the event of any breach or threatened breach of this attestation by me, without limiting any other rights or remedies of the Company, the Company shall be entitled to preliminary, permanent and other injunctive relief without the need to post a bond or any other security.

7/4/2013 Date

and the second (Signature of employ®)

#### Confidentiality Attestation

#### I confirm the following:

\* All information, documents, notes, data, memoranda and intellectual property of any kind received, compiled, discovered, produced or otherwise made available to me (whether written or not written) during or in connection with my employment with the Company relating in any way to the business of the Company or of any of its affiliates and which has not been freely made available or confirmed to the general public by the Company (collectively, "Confidential Materials") will be the sole and exclusive property of the Company and will in perpetuity (both during and after my employment with the Company) be maintained in utmost, strict confidence by me and held by me in trust for the benefit of the Company.

Confidential Materials" will include, without limitation: (i) financial information; (ii) any material information pertaining to the Company's business; (iii) any of Company's trade secrets; (iv) knowledge and information regarding the business, research, or development plans or practices of the Company; (v) any of the Company's agreements with its employees, contractors, vendors and suppliers; (vi) any expansion, acquisition and other business plans or prospective opportunities and/or interests of the Company; (vii) information concerning the Company's technology; (viii) information regarding the Company's clients, customers and business partners and the terms of any contracts or arrangements made with them; (ix) personnel records; and (x) proprietary or confidential information that the Company receives from any third party with whom the Company has entered into a non-disclosure or confidentiality agreement or otherwise has a duty to maintain such information as confidential.

• I will not, during my employment with the Company or at any time thereafter, directly or indirectly release or disclose to any other person or entity any Confidential Materials, and I will not directly or indirectly use for my own benefit or for the benefit of anyone else, any secret or Confidential Materials used by the Company in its business except with the prior written consent of Company, in furtherance of the Company's business or as required by law.

• I acknowledge and agree that Confidential Materials constitute trade secrets that derive independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use, and that Confidential Materials are the subject of efforts to maintain secrecy that are reasonable under the circumstances.

\* I will not use the Company's Confidential Materials to, directly or indirectly, solicit, entice, persuade or induce any person or entity to terminate or refrain from engaging in, extending or renewing (on the same or different terms) a contractual or business relationship with the Company or any of its affiliates and/or to modify its business relationship with the Company.

• If any of my covenants set forth herein are found by a court to be unreasonable in duration or scope or are in violation of public policy, I agree that the other provisions of this confidentiality

attestation will continue in full force and effect and that the affected covenant will be enforced to the extent doing so would not be unreasonable or in violation of public policy.

• I agree that in the event of any breach or threatened breach of this confidentiality provision by me, without limiting any other rights or remedies of the Company, the Company shall be entitled to preliminary, permanent and other injunctive relief without the need to post a bond or any other security. I acknowledge that the Company has very strict obligations of confidentiality and secrecy with its partners and I agree to respect this.

Date: 7/4/2013

(Signature of Employee)

# Exhibit A: National Holidays US

Date	Official Name	
January 1st	New Year's Day	
Third Monday in January	Birthday of Martin Luther King, Jr.	
Third Monday in February	Washington's Birthday	
Last Monday in May	Memorial Day	
July 4th	Independence Day	
First Monday in September	Labor Day	
Second Monday in October	Columbus Day	
November 11th	Veterans Day	
Fourth Thursday& Friday in November	Thanksgiving Days	
December 25th	Christmas	

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## PATENT REEL: 042446 FRAME: 0155

RECORDED: 05/11/2017

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