

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4661951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN S. EBERHARDT III	04/15/2008
RECEIVING PARTY DATA	
Name:	DECISIONQ CORPORATION
Street Address:	2500 WILSON BLVD.
Internal Address:	SUITE 325
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13083090
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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:	2028576000
Email:	patentdocket@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K STREET NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	032663.00022
NAME OF SUBMITTER:	SCOTT DODGE
SIGNATURE:	/Scott Dodge/
DATE SIGNED:	10/27/2017
Total Attachments: 5	
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**DECISIONQ CORPORATION
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT
FOR EMPLOYEES AND CONTRACTORS**

In consideration of my employment, contracting or other services relationship with DecisionQ Corporation, a California corporation (including any of its subsidiaries, the "Company") and the salary, wages, fees and other benefits (if any) paid therefore, I agree as follows:

1. Purpose. I acknowledge that: (i) the Company operates in a competitive environment and that it enhances its opportunities to succeed by establishing certain policies, including those reflected in this PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT (the "Agreement"); (ii) the Company possesses and will continue to develop and acquire proprietary information of substantial commercial value; (iii) by reason of my employment or contracting relationship with the Company (which relationship will include for the purposes of this Agreement the provision of any services to the Company, including without limitation serving on its Board of Directors), it will likely divulge to me certain of that proprietary information and I will develop, acquire and/or handle such proprietary information in the course of that relationship; (iv) my employment or contracting relationship with the Company is one in which the Company will place substantial confidence and trust in me; and (v) the value of that proprietary information depends on it remaining confidential, such that the Company has an important interest in protecting the confidentiality of its proprietary information and providing for the ownership of proprietary rights. I understand that the provisions of this Agreement are a material condition to my employment or contracting relationship with the Company.

2. Definitions. As used in this Agreement, the following definitions will apply:

(a) "**Development**" includes, but is not limited to, all inventions, discoveries, improvements, processes, developments, designs, know-how, data, computer programs, algorithms, formulae and works of authorship, whether or not patentable or registerable under patent, copyright or similar statutes, Developed in connection with the Company's business.

(b) "**Intellectual Property**" means and includes, with respect to any Development, all relevant patents, patent applications, copyrights, trade secrets and other rights and protections arising under patent, copyright or similar statutes.

(c) "**Develop**" means to conceive, create, develop, assemble, reduce to practice, or, in the case of works of authorship, to fix in a tangible medium of expression.

(d) "**Proprietary Information**" means and includes all information that can be protected as a trade secret under California law, or that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, examples of such Proprietary Information include computer programs, databases, algorithms, know-how, improvements, discoveries, inventions, methods, techniques, strategies, new products, unpublished financial statements, budgets, projections, billing practices, pricing data, contacts, client and supplier lists, and business and marketing records, working papers, files, systems, plans and data.

3. Proprietary Information of the Company. Except as required by my employment or contracting relationship with the Company, or as the Company may consent to in writing, at no time will I use for the benefit of any person or entity other than the Company, or disclose or reveal to any other person or entity, either during or subsequent to the term of my employment or contracting relationship with the Company (as that relationship is broadly construed in Section 1 above, the "Term"), any Proprietary Information belonging to the Company or its contractors, suppliers, joint venturers, licensors, licensees, customers or distributors. This means, among other things (and by way of example only), that without the Company's written consent I cannot use any such Proprietary Information in making personal

investment decisions. Upon termination of my employment or contracting relationship with the Company for any reason, I will deliver to the Company all originals and all copies of any and all physical, written, graphical and/or machine readable materials and media (including, for example, notes, notebooks, memoranda, diskettes and photographic slides, prints and negatives) that are in my possession or under my control and contain, represent, disclose or embody Proprietary Information of the Company or its contractors, suppliers, joint venturers, licensors, licensees, customers or distributors. Both during and after the Term all such materials and media will belong to the Company.

4. Ownership of Developments.

(a) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions") and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the business, or to the actual or demonstrably anticipated research or development of the Company, will be the sole and exclusive property of the Company, and I will and hereby do assign all my right, title and interest in such Inventions to the Company, except as provided in Section 4(f). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(b) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, 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. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead 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 me.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) Inventions Retained and Licensed. I provide below a list of all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Prior Inventions:
Identifying Number _____
Title/Date or Brief Description _____

(f) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of inventions to the Company do not apply to any invention that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities, or trade secret information; and (iii) do not result from any work performed by me for the Company; and (iv) do not relate (or, for employees in Kansas, Minnesota or Washington only, do not directly relate) at the time of conception or reduction to practice to the Company's business, or to its actual or demonstrably anticipated research or development. Any such invention will be owned entirely by me, even if developed by me during the time period in which I am employed by the Company.¹ I will advise the Company promptly in writing of any inventions that I believe meet the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section 3(e) above.

5. No Breach of Other Rights or Obligations. My performance of the terms of this Agreement and my employment or contracting relationship with the Company does not and will not breach any agreement to keep in confidence Proprietary Information acquired by me in confidence prior to the Term. I have not entered into, and I agree I will not enter into, any agreement in conflict with this Agreement. I have the right, power and authority to grant the licenses with respect to the Background Intellectual Property set forth in Section 4 above. I have not brought, and I agree I will not bring, with me to the Company for use in my employment or contracting relationship with the Company any materials or documents of a former employer or any other person or entity for whom I have provided or am providing consulting and related services (paid or unpaid) that are not generally available to the public unless I have obtained express written authorization from the former employer or other person or entity for whom I have provided or am providing such services for their possession and use. If there are any exceptions to the foregoing representations, I have attached hereto a copy of each agreement or other written documentation, if any, which presently affects my compliance with the terms of this Agreement. I will indemnify and hold harmless the Company, its affiliates and licensees, and their officers, directors, employees and agents, for any breach of the provisions of this Section 5.

6. No Solicitation. Without the Company's express written consent, I will not, on my own behalf or on behalf of another, either (i) contact or solicit employees of the Company for the purpose of hiring them or hire Company employees, either during the Term or during the period of one year thereafter, or (ii) solicit the business of any client, customer or licensee of the Company, either during the

¹ For employees in California only, the Company acknowledges the applicability of Section 2870 of the California Labor Code, which provides: "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: (i) 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 and (ii) result from any work performed by the employee for the employer. 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."

Term or during the period of three years thereafter. I acknowledge that the provisions of this Section 6 are reasonable and necessary measures designed to protect the Proprietary Information of the Company.

7. General.

(a) This Agreement constitutes the entire agreement between me and the Company with respect to the subject matter hereof, superseding any prior agreement or representation, oral or written. My obligations under this Agreement may not be modified, released or terminated, in whole or in part, except in a writing signed by me and by the majority of the Board of Directors of the Company. Any waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof.

(b) Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause in no way will impair the enforceability of any of the other clauses herein. If one or more of the provisions of this Agreement is held to be excessively broad, such provision or provisions will be construed by the appropriate judicial body by limiting or reducing it or them, so as to be legally enforceable.

(c) My obligations under this Agreement will survive the termination of my employment or contracting relationship with the Company for any reason for the period(s) of time specified in the applicable provision of this Agreement, or if no time period is specified, for a period of twenty-five (25) years from the date of such termination.

(d) This Agreement will inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto. The Company may assign any of its rights under this Agreement.

(e) I acknowledge that my services are, and that the Proprietary Information is, special, unique and unusual. I recognize that if I breach this Agreement, money damages would not reasonably or adequately compensate the Company for its loss. Accordingly, if I breach this Agreement, I recognize and consent to the Company's right to seek injunctive relief to force me to abide by the terms of this Agreement. The Company also will have the right to recover damages or pursue any other remedy permitted by law.

(f) This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws or choice of laws principles.

This Agreement will be deemed effective as of the start of my employment or contracting relationship with the Company.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAY MAKE DURING YOUR EMPLOYMENT OR CONTRACTING RELATIONSHIP WITH THE COMPANY.



Signature

John S. Eberhardt III

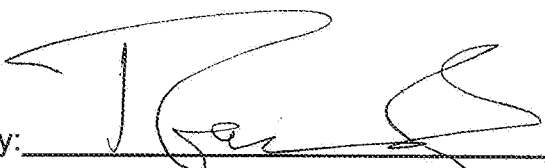
Printed or Typed Name

4/13/08

Date

AGREED AND ACKNOWLEDGED:

Decision Q Corporation

By: 

Title TREASURER / SECRETARY