

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENJAMIN C. BLACKMER	05/27/2011
RECEIVING PARTY DATA		
Name:	ARE YOU A HUMAN, LLC	
Street Address:	100 MONTGOMERY STREET	
Internal Address:	SUITE 1900	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94104	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8776173
	Patent Number:	9501630
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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:	703-456-8000	
Email:	vtevalt@cooley.com	
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ATTORNEY DOCKET NUMBER:	325819-2000	
NAME OF SUBMITTER:	DAVID W. HOPKINS	
SIGNATURE:	/David W. Hopkins/	
DATE SIGNED:	11/01/2017	
Total Attachments: 7		
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**EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS
ASSIGNMENT AGREEMENT**

THIS EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT (the "Agreement") is made as of the date set forth below between ARE YOU A HUMAN, LLC ("Company"), and the undersigned employee of Company ("Employee").

The following Agreement confirms certain terms of Employee's employment with Company, which Employee acknowledges is a material part of the consideration for the Employee's employment by Company and the compensation received by the Employee from Company from time to time.

REDACTED

"Inventions" means, without limitation, all software programs or subroutines, source or object code, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable or copyrightable, made or discovered or conceived or reduced to practice or developed by Employee, either alone or jointly with others, whether or not patentable or registrable under copyright or similar statutes.

REDACTED

REDACTED

REDACTED

3. Inventions.

(a) *Disclosure.* Employee shall promptly disclose in writing to Employee's immediate supervisor or to such other person designated by Company all Inventions made during the term of Employee's employment. Employee shall also disclose to Employee's immediate supervisor or such designee all Inventions made, discovered, conceived, reduced to practice, or developed by Employee either alone or jointly with others, within six (6) months after the termination of Employee's employment with Company which resulted, in whole or in part, from Employee's prior employment by Company. Such disclosures shall be received by Company in confidence, to the extent such Inventions are not assigned to Company pursuant to subsection (b) below, and do not extend the assignments made in such subsection.

(b) *Assignment of Inventions to Company.* Employee hereby assigns to Company all of Employee's present and future right, title and interest in and to any and all Inventions (and all related Proprietary Information and rights therein) whether or not patentable or registrable under copyright or similar statutes. To the extent a present assignment of any Invention is not valid, Employee hereby agrees to assign to Company all of Employee's present and future right, title and interest in and to any and all Inventions (and all related Proprietary Information and rights therein).

(c) *Works Made for Hire.* Employee agrees that Company shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Inventions. Employee further acknowledges and agrees that such Inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of Company's rights under copyright laws. Employee hereby assigns to Company any and all rights, title and interest Employee may have or acquire in such Inventions. If in the course of Employee's employment with Company, Employee incorporates into a Company product, process or machine a prior Invention owned by Employee or in which Employee has an interest, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

(d) *Cooperation.* Employee agrees to perform, during and after Employee's employment, all acts deemed necessary or desirable by Company to permit and assist it, at Company's expense, in further evidencing and perfecting the assignments made to Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include,

without limitation, execution of documents and assistance or cooperation in legal proceedings. Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents, as Employee's agents and attorney-in-fact, coupled with an interest, to act for and on Employee's behalf and in Employee's place and stead, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Section, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, any governmental filing, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by Employee.

(e) *Assignment or Waiver of Moral Rights.* Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "Moral Rights" (collectively, "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the law in the various countries where Moral Rights exist, Employee hereby waives such Moral Rights and consents to any action of Company that would violate such Moral Rights in the absence of such consent.

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EXECUTION VERSION

COMPANY:

EMPLOYEE:

ARE YOU A HUMAN, LLC

By: 
Name: TYLER PAXTON
Title: AUTHORIZED MEMBER

Benjamin C. Blackmer
Print Name: Benjamin C. Blackmer

Date: May 27, 2011