

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4690158

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INVENTIONS AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MILES KRIVOSHIA	06/23/2010
GANESH MURUGESAN	09/04/2011
TIM MEGELA	07/20/2010
TODD CIGNETTI	11/17/2010
RECEIVING PARTY DATA	
Name:	CERTES NETWORKS, INC.
Street Address:	300 CORPORATE CENTER DRIVE
Internal Address:	SUITE 140
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14203542
CORRESPONDENCE DATA	
Fax Number:	(978)341-0136
<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:	978-341-0036
Email:	nicole.isabelle@hbsr.com
Correspondent Name:	MARY LOU WAKIMURA, ESQ.
Address Line 1:	530 VIRGINIA ROAD, P.O. BOX 9133
Address Line 2:	HAMILTON, BROOK, SMITH & REYNOLDS, P.C.
Address Line 4:	CONCORD, MASSACHUSETTS 01742-9133
ATTORNEY DOCKET NUMBER:	3944.1028-001
NAME OF SUBMITTER:	NICOLE ISABELLE
SIGNATURE:	/Nicole Isabelle/
DATE SIGNED:	11/15/2017
Total Attachments: 35	

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CIPHEROPTICS INC.

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

I recognize that cipherOptics Inc., a Delaware corporation (the "Company", which term includes any subsidiaries thereof), is engaged in a continuous program of research, development and production respecting its business, present and future.

I understand that:

- A. The Company is currently in the business of encryption and data security technology.
- B. As part of my employment by the Company I am expected to make new contributions and inventions of value to the Company or I will otherwise have access to confidential information of the Company.
- C. My employment creates a relationship of confidence and trust between me and the Company with respect to any information that is:
 - 1. Applicable to the business of the Company; and/or
 - 2. Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
- D. The Company possesses and will continue to possess information that has been conceived, created, discovered or developed, or has otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial or competitive value to the Company. All of the aforementioned information is hereinafter called "Confidential Information." By way of illustration, but not limitation, Confidential Information includes ideas, concepts, trade secrets, processes, software programs, formulac, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists.
- E. As used herein, the period of my employment includes any time during which I may be retained by the Company as an employee, consultant or other independent contractor.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from the Company from time to time (and, if I receive any securities of the Company simultaneously with execution of this agreement or at any time thereafter in further consideration of the issuance of such securities of the Company to me), I hereby agree as follows:

- 1. Prior to entering the employ of the Company I have terminated all full-time employment with all other employers and all part-time employment with employers who are competitors of the Company. I agree to indemnify and hold harmless the Company, its directors, officers and employees against any liabilities and expenses, including attorneys fees and amounts paid in settlement, incurred by any of them in connection with any claim by any of my prior employers that the termination of my employment with such employer, my employment by the Company, or use of any skills and knowledge by the Company is a violation of contract or law.
- 2. All Confidential Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection

therewith. I hereby assign to the Company any rights I may have or acquire in all Confidential Information.

At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Furthermore, I understand that from time to time the Company may come into possession of the Confidential Information of third parties under circumstances which impose a duty of confidentiality on the Company. At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information of any third parties or anything relating to it, except as the Company shall specifically instruct me.

3. In the event of the termination of my employment by me or by the Company for any reason or no reason, I will promptly deliver to the Company all documents and data of any nature pertaining to my work with the Company and will not take with me any documents or data of any description or any reproduction of or notes summarizing any description containing or pertaining to any Confidential Information.

4. I will promptly disclose to the Company, or any persons designated by it, all ideas, concepts, stories, images, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists (all said items shall be collectively hereinafter called "Inventions"), whether or not patentable or otherwise protectable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment in which any one or more of the following is true:

- (a) equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used in whole or in part for the Invention, or
- (b) the Invention was conceived or developed in whole or in part during work hours or on the premises of the Company after work hours, or
- (c) the Invention relates or is useful in whole or in part to the business of the Company, or
- (d) the Invention relates in whole or in part to the Company's actual or demonstrably anticipated research or development, or
- (e) the Invention results in whole or in part from any work performed by me for the Company.

5. I agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Inventions. I further agree as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents and copyrights on Inventions and trademarks related to Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents, copyrights and trademarks thereon and enforcing same, as the Company may request, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights and trademarks for Inventions in any and all countries requested by the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

I understand that this Paragraph 5 does not apply to Inventions for which all of the following are true: (a) no equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used for the Invention, (b) the Invention was developed entirely after work hours and outside the Company's premises, (c) the Invention does not in whole or in part relate to the business of the

Company, (d) the Invention does not in whole or in part relate to the Company's actual or demonstrably anticipated research or development, and (e) the Invention does not in whole or in part result from any work performed by me for the Company. With respect to clauses 4(d) and 5(d) above, it is agreed and acknowledged that during my employment the Company may enter other lines of business, in which case this Agreement would be expanded to cover such new lines of business.

Notwithstanding anything herein to the contrary, this Agreement shall not be construed to apply to, and shall not create any assignment of, any of my Inventions that are covered by Section 66-57.1 of the North Carolina General Statutes, a copy of which is attached hereto as Exhibit A.

6. As a matter of record I have identified on Schedule 1 attached hereto all Inventions relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Schedule 1, I represent that I have made no such Inventions at the time of signing this Agreement or I hereby assign all Inventions to the Company.

7. I represent that my performance of all the terms of this Agreement and as an employee, consultant or other contractor of the Company does not and will not breach any agreement to keep in confidence confidential information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. I understand as part of the consideration for the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer which are not generally available to the public, unless I have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

Accordingly, this is to advise the Company that the only materials or documents of a former employer or other person or entity which are not generally available to the public that I have brought or will bring to the Company or have used or will use in my employment are identified on Schedule 1 attached hereto, and, as to each such item, I represent that I have obtained prior to the effective date of my employment with the Company written authorization for their possession and use in my employment with the Company.

I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I have to former employers or other person or entity, and I agree that I shall fulfill all such obligations during my employment with the Company.

9. I acknowledge and agree that any breach of any of the foregoing provisions of this Agreement will result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of any of the foregoing provisions of this Agreement by me, I acknowledge and agree that the Company shall be entitled, without limiting any other available legal or equitable remedy (whether conferred by statute or otherwise), to an injunction to be issued by any court of competent jurisdiction enjoining and restraining me from committing any violation or threatened violation of this Agreement, and I hereby consent to the issuance of such injunction. The Company shall not be required to post any bond to obtain any such injunction. I agree that all remedies available to the Company by reason of a breach of any of the foregoing provisions of the Company are cumulative and that none is exclusive and that all remedies may be exercised concurrently or consecutively at the option of the Company.

10. If any covenant or provision contained in this Agreement is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Agreement shall, nevertheless, remain in full force and effect.

11. The waiver by either me or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived.

12. This Agreement supersedes all prior agreements and understandings, oral or written, between the Company and me with respect to the subject matter hereof.

13. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon me or the Company unless reduced to writing and signed by the party against whom enforcement is sought.

14. This Agreement shall not be construed more strongly against any party to this Agreement regardless of who prepared it.

15. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation under this Agreement may be brought by the Company in the State of North Carolina notwithstanding that I am not at the time a resident of the State of North Carolina and cannot be served process within that state. I irrevocably consent to the jurisdiction of the courts of North Carolina (whether federal or state courts) over my person.

17. I shall not have the right to assign this Agreement, or any rights or obligations hereunder, without prior written consent of the Company. The Company may assign this Agreement and/or the right to enforce this Agreement to any person or entity to whom it assigns or transfers any of its Confidential Information. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs and successors in interest.

18. This Agreement shall be effective as of the first day of my employment by the Company and shall also include the period while I was employed by cipherOptics Inc., a North Carolina predecessor of the Company, during which period I shall be deemed to have been employed by the Company for all purposes of this Agreement.

19. I understand and agree that this Agreement does not create an obligation of the Company to continue my employment for any defined period of time and that my employment with the Company may be terminated by the Company or by me at any time for any or no reason, with or without cause.

[The next page is the Signature Page]

Agreed to and accepted as of the date set forth below:

Employee:



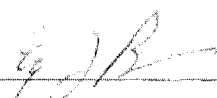
Signature of Employee

Miles Krivoshia

Printed or Type Name

Dated: 6-23-10

cipherOptics Inc.:

By: 

Title: CFO

Dated: 6-18-10

Exhibit A

SECTION 66-57.1 OF THE NORTH CAROLINA GENERAL STATUTES

Any provision in an employment agreement which provides that the [employee] shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that:

- (i) relate to the employer's business or actual or demonstrably anticipated research or development, or
- (ii) result from any work performed by the employee for the employer.

To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and [is] unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this section.

SCHEDULE 1

TO

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

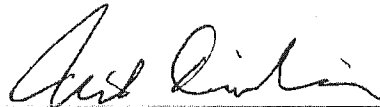
Except as set forth below: (i) I have not made or conceived of first reduced to practice alone or with others prior to my employment by cipherOptics Inc., any inventions or improvements relevant to the subject matter of my employment by cipherOptics Inc., and (ii) I have not brought and will not bring to cipherOptics Inc., and have not used and will not use in my employment with cipherOptics Inc., any materials or documents of any former employer or any other person or entity which are not generally available to the public.

(i)

(ii)

Date: _____

6-23-10



(Signature of Employee)

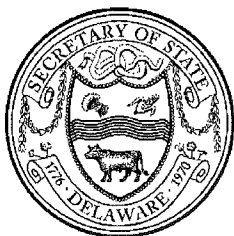
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CIPHEROPTICS INC.", CHANGING ITS NAME FROM "CIPHEROPTICS INC." TO "CERTES NETWORKS, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2011, AT 10:37 O'CLOCK A.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8498997

DATE: 01-18-11

PATENT
REEL: 044455 FRAME: 0588

**CERTIFICATE OF AMENDMENT
OF
EIGHTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CIPHEROPTICS INC.**

cipherOptics Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "**Corporation**"), does hereby certify that:


1. The amendment to the Corporation's Eighth Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**") set forth below was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware, and has been consented to in writing by the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.
2. The Corporation's Certificate of Incorporation be amended by amending and restating Article I thereof to read as follows:

The name of the Corporation is Certes Networks, Inc.
3. This Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, cipherOptics Inc. has caused this Certificate of Amendment to be executed by the undersigned officer, on this the 16th day of January 2011.

CIPHEROPTICS INC.

By: _____


Thomas J. Gill
Chairman and Chief Executive Officer

CERTES NETWORKS INC.

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

I recognize that Certes Networks Inc., a Delaware corporation (the "Company", which term includes any subsidiaries thereof), is engaged in a continuous program of research, development and production respecting its business, present and future.

I understand that:

- A. The Company is currently in the business of encryption and data security technology.
- B. As part of my employment by the Company I am expected to make new contributions and inventions of value to the Company or I will otherwise have access to confidential information of the Company.
- C. My employment creates a relationship of confidence and trust between me and the Company with respect to any information that is:
 - 1. Applicable to the business of the Company; and/or
 - 2. Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
- D. The Company possesses and will continue to possess information that has been conceived, created, discovered or developed, or has otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial or competitive value to the Company. All of the aforementioned information is hereinafter called "Confidential Information." By way of illustration, but not limitation, Confidential Information includes ideas, concepts, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists.
- E. As used herein, the period of my employment includes any time during which I may be retained by the Company as an employee, consultant or other independent contractor.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from the Company from time to time (and, if I receive any securities of the Company simultaneously with execution of this agreement or at any time thereafter in further consideration of the issuance of such securities of the Company to me), I hereby agree as follows:

- 1. Prior to entering the employ of the Company I have terminated all full-time employment with all other employers and all part-time employment with employers who are competitors of the Company. I agree to indemnify and hold harmless the Company, its directors, officers and employees against any liabilities and expenses, including attorneys fees and amounts paid in settlement, incurred by any of them in connection with any claim by any of my prior employers that the termination of my employment with such employer, my employment by the Company, or use of any skills and knowledge by the Company is a violation of contract or law.
- 2. All Confidential Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection

therewith. I hereby assign to the Company any rights I may have or acquire in all Confidential Information. At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Furthermore, I understand that from time to time the Company may come into possession of the Confidential Information of third parties under circumstances which impose a duty of confidentiality on the Company. At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information of any third parties or anything relating to it, except as the Company shall specifically instruct me.

3. In the event of the termination of my employment by me or by the Company for any reason or no reason, I will promptly deliver to the Company all documents and data of any nature pertaining to my work with the Company and will not take with me any documents or data of any description or any reproduction of or notes summarizing any description containing or pertaining to any Confidential Information.

4. I will promptly disclose to the Company, or any persons designated by it, all ideas, concepts, stories, images, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists (all said items shall be collectively hereinafter called "Inventions"), whether or not patentable or otherwise protectable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment in which any one or more of the following is true:

- (a) equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used in whole or in part for the Invention, or
- (b) the Invention was conceived or developed in whole or in part during work hours or on the premises of the Company after work hours, or
- (c) the Invention relates or is useful in whole or in part to the business of the Company, or
- (d) the Invention relates in whole or in part to the Company's actual or demonstrably anticipated research or development, or
- (e) the Invention results in whole or in part from any work performed by me for the Company.

5. I agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Inventions. I further agree as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents and copyrights on Inventions and trademarks related to Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents, copyrights and trademarks thereon and enforcing same, as the Company may request, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights and trademarks for Inventions in any and all countries requested by the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

I understand that this Paragraph 5 does not apply to Inventions for which all of the following are true: (a) no equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used for the Invention, (b) the Invention was developed entirely after work hours and outside the Company's premises, (c) the Invention does not in whole or in part relate to the business of the

Company, (d) the Invention does not in whole or in part relate to the Company's actual or demonstrably anticipated research or development, and (e) the Invention does not in whole or in part result from any work performed by me for the Company. With respect to clauses 4(d) and 5(d) above, it is agreed and acknowledged that during my employment the Company may enter other lines of business, in which case this Agreement would be expanded to cover such new lines of business.

Notwithstanding anything herein to the contrary, this Agreement shall not be construed to apply to, and shall not create any assignment of, any of my Inventions that are covered by Section 66-57.1 of the North Carolina General Statutes, a copy of which is attached hereto as Exhibit A.

6. As a matter of record I have identified on Schedule 1 attached hereto all Inventions relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Schedule 1, I represent that I have made no such Inventions at the time of signing this Agreement or I hereby assign all Inventions to the Company.

7. I represent that my performance of all the terms of this Agreement and as an employee, consultant or other contractor of the Company does not and will not breach any agreement to keep in confidence confidential information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. I understand as part of the consideration for the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer which are not generally available to the public, unless I have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

Accordingly, this is to advise the Company that the only materials or documents of a former employer or other person or entity which are not generally available to the public that I have brought or will bring to the Company or have used or will use in my employment are identified on Schedule 1 attached hereto, and, as to each such item, I represent that I have obtained prior to the effective date of my employment with the Company written authorization for their possession and use in my employment with the Company.

I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I have to former employers or other person or entity, and I agree that I shall fulfill all such obligations during my employment with the Company.

9. I acknowledge and agree that any breach of any of the foregoing provisions of this Agreement will result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of any of the foregoing provisions of this Agreement by me, I acknowledge and agree that the Company shall be entitled, without limiting any other available legal or equitable remedy (whether conferred by statute or otherwise), to an injunction to be issued by any court of competent jurisdiction enjoining and restraining me from committing any violation or threatened violation of this Agreement, and I hereby consent to the issuance of such injunction. The Company shall not be required to post any bond to obtain any such injunction. I agree that all remedies available to the Company by reason of a breach of any of the foregoing provisions of the Company are cumulative and that none is exclusive and that all remedies may be exercised concurrently or consecutively at the option of the Company.

10. If any covenant or provision contained in this Agreement is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Agreement shall, nevertheless, remain in full force and effect.

11. The waiver by either me or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived.

12. This Agreement supersedes all prior agreements and understandings, oral or written, between the Company and me with respect to the subject matter hereof.

13. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon me or the Company unless reduced to writing and signed by the party against whom enforcement is sought.

14. This Agreement shall not be construed more strongly against any party to this Agreement regardless of who prepared it.

15. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

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[The next page is the Signature Page]

Agreed to and accepted as of the date set forth below:

Employee:



Signature of Employee

Ganesh Murugesan

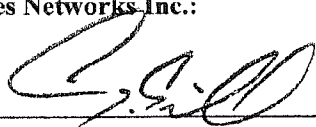
Printed or Type Name

Dated: _____

9/4/2011

Certes Networks Inc.:

By: _____



Title: _____

Dated: _____

Exhibit A

SECTION 66-57.1 OF THE NORTH CAROLINA GENERAL STATUTES

Any provision in an employment agreement which provides that the [employee] shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that:

- (i) relate to the employer's business or actual or demonstrably anticipated research or development, or
- (ii) result from any work performed by the employee for the employer.

To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and [is] unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this section.

SCHEDULE 1

TO

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

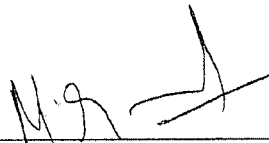
Except as set forth below: (i) I have not made or conceived of first reduced to practice alone or with others prior to my employment by Certes Networks Inc., any inventions or improvements relevant to the subject matter of my employment by Certes Networks Inc., and (ii) I have not brought and will not bring to Certes Networks Inc., and have not used and will not use in my employment with Certes Networks Inc., any materials or documents of any former employer or any other person or entity which are not generally available to the public.

(i)

(ii)

Date: _____

9/4/2011



(Signature of Employee)

CIPHEROPTICS INC.

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

I recognize that cipherOptics Inc., a Delaware corporation (the "Company", which term includes any subsidiaries thereof), is engaged in a continuous program of research, development and production respecting its business, present and future.

I understand that:

- A. The Company is currently in the business of encryption and data security technology.
- B. As part of my employment by the Company I am expected to make new contributions and inventions of value to the Company or I will otherwise have access to confidential information of the Company.
- C. My employment creates a relationship of confidence and trust between me and the Company with respect to any information that is:
 - 1. Applicable to the business of the Company; and/or
 - 2. Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
- D. The Company possesses and will continue to possess information that has been conceived, created, discovered or developed, or has otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial or competitive value to the Company. All of the aforementioned information is hereinafter called "Confidential Information." By way of illustration, but not limitation, Confidential Information includes ideas, concepts, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists.
- E. As used herein, the period of my employment includes any time during which I may be retained by the Company as an employee, consultant or other independent contractor.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from the Company from time to time (and, if I receive any securities of the Company simultaneously with execution of this agreement or at any time thereafter in further consideration of the issuance of such securities of the Company to me), I hereby agree as follows:

- 1. Prior to entering the employ of the Company I have terminated all full-time employment with all other employers and all part-time employment with employers who are competitors of the Company. I agree to indemnify and hold harmless the Company, its directors, officers and employees against any liabilities and expenses, including attorneys fees and amounts paid in settlement, incurred by any of them in connection with any claim by any of my prior employers that the termination of my employment with such employer, my employment by the Company, or use of any skills and knowledge by the Company is a violation of contract or law.
- 2. All Confidential Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Confidential Information.

At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Furthermore, I understand that from time to time the Company may come into possession of the Confidential Information of third parties under circumstances which impose a duty of confidentiality on the Company. At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information of any third parties or anything relating to it, except as the Company shall specifically instruct me.

3. In the event of the termination of my employment by me or by the Company for any reason or no reason, I will promptly deliver to the Company all documents and data of any nature pertaining to my work with the Company and will not take with me any documents or data of any description or any reproduction of or notes summarizing any description containing or pertaining to any Confidential Information.

4. I will promptly disclose to the Company, or any persons designated by it, all ideas, concepts, stories, images, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists (all said items shall be collectively hereinafter called "Inventions"), whether or not patentable or otherwise protectable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment in which any one or more of the following is true:

- (a) equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used in whole or in part for the Invention, or
- (b) the Invention was conceived or developed in whole or in part during work hours or on the premises of the Company after work hours, or
- (c) the Invention relates or is useful in whole or in part to the business of the Company, or
- (d) the Invention relates in whole or in part to the Company's actual or demonstrably anticipated research or development, or
- (e) the Invention results in whole or in part from any work performed by me for the Company.

5. I agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Inventions. I further agree as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents and copyrights on Inventions and trademarks related to Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents, copyrights and trademarks thereon and enforcing same, as the Company may request, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights and trademarks for Inventions in any and all countries requested by the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

I understand that this Paragraph 5 does not apply to Inventions for which all of the following are true: (a) no equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used for the Invention, (b) the Invention was developed entirely after work hours and outside the Company's premises, (c) the Invention does not in whole or in part relate to the business of the Company, (d) the Invention does not in whole or in part relate to the Company's actual or demonstrably anticipated research or development, and (e) the Invention does not in whole or in part result from any work performed

by me for the Company. With respect to clauses 4(d) and 5(d) above, it is agreed and acknowledged that during my employment the Company may enter other lines of business, in which case this Agreement would be expanded to cover such new lines of business.

Notwithstanding anything herein to the contrary, this Agreement shall not be construed to apply to, and shall not create any assignment of, any of my Inventions that are covered by Section 66-57.1 of the North Carolina General Statutes, a copy of which is attached hereto as Exhibit A.

6. As a matter of record I have identified on Schedule 1 attached hereto all Inventions relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Schedule 1, I represent that I have made no such Inventions at the time of signing this Agreement or I hereby assign all Inventions to the Company.

7. I represent that my performance of all the terms of this Agreement and as an employee, consultant or other contractor of the Company does not and will not breach any agreement to keep in confidence confidential information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. I understand as part of the consideration for the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer which are not generally available to the public, unless I have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

Accordingly, this is to advise the Company that the only materials or documents of a former employer or other person or entity which are not generally available to the public that I have brought or will bring to the Company or have used or will use in my employment are identified on Schedule 1 attached hereto, and, as to each such item, I represent that I have obtained prior to the effective date of my employment with the Company written authorization for their possession and use in my employment with the Company.

I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I have to former employers or other person or entity, and I agree that I shall fulfill all such obligations during my employment with the Company.

9. I acknowledge and agree that any breach of any of the foregoing provisions of this Agreement will result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of any of the foregoing provisions of this Agreement by me, I acknowledge and agree that the Company shall be entitled, without limiting any other available legal or equitable remedy (whether conferred by statute or otherwise), to an injunction to be issued by any court of competent jurisdiction enjoining and restraining me from committing any violation or threatened violation of this Agreement, and I hereby consent to the issuance of such injunction. The Company shall not be required to post any bond to obtain any such injunction. I agree that all remedies available to the Company by reason of a breach of any of the foregoing provisions of the Company are cumulative and that none is exclusive and that all remedies may be exercised concurrently or consecutively at the option of the Company.

10. If any covenant or provision contained in this Agreement is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in

full force and effect, and all other covenants and provisions contained in this Agreement shall, nevertheless, remain in full force and effect.

11. The waiver by either me or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived.

12. This Agreement supersedes all prior agreements and understandings, oral or written, between the Company and me with respect to the subject matter hereof.

13. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon me or the Company unless reduced to writing and signed by the party against whom enforcement is sought.

14. This Agreement shall not be construed more strongly against any party to this Agreement regardless of who prepared it.

15. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation under this Agreement may be brought by the Company in the State of North Carolina notwithstanding that I am not at the time a resident of the State of North Carolina and cannot be served process within that state. I irrevocably consent to the jurisdiction of the courts of North Carolina (whether federal or state courts) over my person.

17. I shall not have the right to assign this Agreement, or any rights or obligations hereunder, without prior written consent of the Company. The Company may assign this Agreement and/or the right to enforce this Agreement to any person or entity to whom it assigns or transfers any of its Confidential Information. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs and successors in interest.

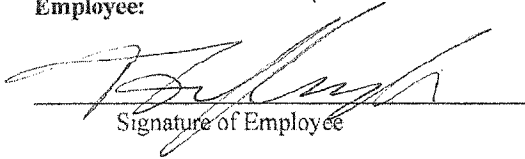
18. This Agreement shall be effective as of the first day of my employment by the Company and shall also include the period while I was employed by cipherOptics Inc., a North Carolina predecessor of the Company, during which period I shall be deemed to have been employed by the Company for all purposes of this Agreement.

19. I understand and agree that this Agreement does not create an obligation of the Company to continue my employment for any defined period of time and that my employment with the Company may be terminated by the Company or by me at any time for any or no reason, with or without cause.

[The next page is the Signature Page]

Agreed to and accepted as of the date set forth below:

Employee:

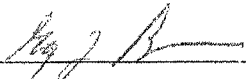

Signature of Employee

Tim Megela

Printed or Type Name

Dated: 7/20/10

cipherOptics Inc.:

By: 

Title: CFO

Dated: 7-19-10

Exhibit A

SECTION 66-57.1 OF THE NORTH CAROLINA GENERAL STATUTES

Any provision in an employment agreement which provides that the [employee] shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that:

- (i) relate to the employer's business or actual or demonstrably anticipated research or development, or
- (ii) result from any work performed by the employee for the employer.

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SCHEDULE 1

TO

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

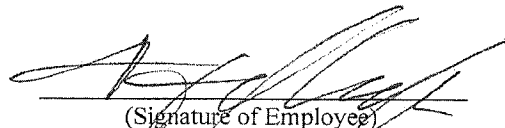
Except as set forth below: (i) I have not made or conceived of first reduced to practice alone or with others prior to my employment by cipherOptics Inc., any inventions or improvements relevant to the subject matter of my employment by cipherOptics Inc., and (ii) I have not brought and will not bring to cipherOptics Inc., and have not used and will not use in my employment with cipherOptics Inc., any materials or documents of any former employer or any other person or entity which are not generally available to the public.

(i)

(ii)

Date:

7/20/10


(Signature of Employee)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CIPHEROPTICS INC.", CHANGING ITS NAME FROM "CIPHEROPTICS INC." TO "CERTES NETWORKS, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2011, AT 10:37 O'CLOCK A.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3490630 8100

110049980

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8498997

DATE: 01-18-11

PATENT
REEL: 044455 FRAME: 0604

**CERTIFICATE OF AMENDMENT
OF
EIGHTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CIPHEROPTICS INC.**

cipherOptics Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "**Corporation**"), does hereby certify that:


1. The amendment to the Corporation's Eighth Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**") set forth below was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware, and has been consented to in writing by the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.
2. The Corporation's Certificate of Incorporation be amended by amending and restating Article I thereof to read as follows:

The name of the Corporation is Certes Networks, Inc.
3. This Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, cipherOptics Inc. has caused this Certificate of Amendment to be executed by the undersigned officer, on this the 16th day of January 2011.

CIPHEROPTICS INC.

By: _____


Thomas J. Gill
Chairman and Chief Executive Officer

CIPHEROPTICS INC.

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

I recognize that cipherOptics Inc., a Delaware corporation (the "Company", which term includes any subsidiaries thereof), is engaged in a continuous program of research, development and production respecting its business, present and future.

I understand that:

- A. The Company is currently in the business of encryption and data security technology.
- B. As part of my employment by the Company I am expected to make new contributions and inventions of value to the Company or I will otherwise have access to confidential information of the Company.
- C. My employment creates a relationship of confidence and trust between me and the Company with respect to any information that is:
 - 1. Applicable to the business of the Company; and/or
 - 2. Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
- D. The Company possesses and will continue to possess information that has been conceived, created, discovered or developed, or has otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial or competitive value to the Company. All of the aforementioned information is hereinafter called "Confidential Information." By way of illustration, but not limitation, Confidential Information includes ideas, concepts, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists.
- E. As used herein, the period of my employment includes any time during which I may be retained by the Company as an employee, consultant or other independent contractor.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from the Company from time to time (and, if I receive any securities of the Company simultaneously with execution of this agreement or at any time thereafter in further consideration of the issuance of such securities of the Company to me), I hereby agree as follows:

- 1. Prior to entering the employ of the Company I have terminated all full-time employment with all other employers and all part-time employment with employers who are competitors of the Company. I agree to indemnify and hold harmless the Company, its directors, officers and employees against any liabilities and expenses, including attorneys fees and amounts paid in settlement, incurred by any of them in connection with any claim by any of my prior employers that the termination of my employment with such employer, my employment by the Company, or use of any skills and knowledge by the Company is a violation of contract or law.
- 2. All Confidential Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection

therewith. I hereby assign to the Company any rights I may have or acquire in all Confidential Information.

At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Furthermore, I understand that from time to time the Company may come into possession of the Confidential Information of third parties under circumstances which impose a duty of confidentiality on the Company. At all times, both during my employment by the Company and after its termination, I will not use or disclose any Confidential Information of any third parties or anything relating to it, except as the Company shall specifically instruct me.

3. In the event of the termination of my employment by me or by the Company for any reason or no reason, I will promptly deliver to the Company all documents and data of any nature pertaining to my work with the Company and will not take with me any documents or data of any description or any reproduction of or notes summarizing any description containing or pertaining to any Confidential Information.

4. I will promptly disclose to the Company, or any persons designated by it, all ideas, concepts, stories, images, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, techniques, marketing plans, pricing strategies, forecasts and customer lists (all said items shall be collectively hereinafter called "Inventions"), whether or not patentable or otherwise protectable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment in which any one or more of the following is true:

- (a) equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used in whole or in part for the Invention, or
- (b) the Invention was conceived or developed in whole or in part during work hours or on the premises of the Company after work hours, or
- (c) the Invention relates or is useful in whole or in part to the business of the Company, or
- (d) the Invention relates in whole or in part to the Company's actual or demonstrably anticipated research or development, or
- (e) the Invention results in whole or in part from any work performed by me for the Company.

5. I agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Inventions. I further agree as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents and copyrights on Inventions and trademarks related to Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents, copyrights and trademarks thereon and enforcing same, as the Company may request, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights and trademarks for Inventions in any and all countries requested by the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

I understand that this Paragraph 5 does not apply to Inventions for which all of the following are true: (a) no equipment, supplies, facility, funds, employees, trade secret information or other resources of the Company was used for the Invention, (b) the Invention was developed entirely after work hours and outside the Company's premises, (c) the Invention does not in whole or in part relate to the business of the

Company. (d) the Invention does not in whole or in part relate to the Company's actual or demonstrably anticipated research or development, and (e) the Invention does not in whole or in part result from any work performed by me for the Company. With respect to clauses 4(d) and 5(d) above, it is agreed and acknowledged that during my employment the Company may enter other lines of business, in which case this Agreement would be expanded to cover such new lines of business.

Notwithstanding anything herein to the contrary, this Agreement shall not be construed to apply to, and shall not create any assignment of, any of my Inventions that are covered by Section 66-57.1 of the North Carolina General Statutes, a copy of which is attached hereto as Exhibit A.

6. As a matter of record I have identified on Schedule 1 attached hereto all Inventions relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Schedule 1, I represent that I have made no such Inventions at the time of signing this Agreement or I hereby assign all Inventions to the Company.

7. I represent that my performance of all the terms of this Agreement and as an employee, consultant or other contractor of the Company does not and will not breach any agreement to keep in confidence confidential information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. I understand as part of the consideration for the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer which are not generally available to the public, unless I have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

Accordingly, this is to advise the Company that the only materials or documents of a former employer or other person or entity which are not generally available to the public that I have brought or will bring to the Company or have used or will use in my employment are identified on Schedule 1 attached hereto, and, as to each such item, I represent that I have obtained prior to the effective date of my employment with the Company written authorization for their possession and use in my employment with the Company.

I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I have to former employers or other person or entity, and I agree that I shall fulfill all such obligations during my employment with the Company.

9. I acknowledge and agree that any breach of any of the foregoing provisions of this Agreement will result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of any of the foregoing provisions of this Agreement by me, I acknowledge and agree that the Company shall be entitled, without limiting any other available legal or equitable remedy (whether conferred by statute or otherwise), to an injunction to be issued by any court of competent jurisdiction enjoining and restraining me from committing any violation or threatened violation of this Agreement, and I hereby consent to the issuance of such injunction. The Company shall not be required to post any bond to obtain any such injunction. I agree that all remedies available to the Company by reason of a breach of any of the foregoing provisions of the Company are cumulative and that none is exclusive and that all remedies may be exercised concurrently or consecutively at the option of the Company.

10. If any covenant or provision contained in this Agreement is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Agreement shall, nevertheless, remain in full force and effect.

11. The waiver by either me or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived.

12. This Agreement supersedes all prior agreements and understandings, oral or written, between the Company and me with respect to the subject matter hereof.

13. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon me or the Company unless reduced to writing and signed by the party against whom enforcement is sought.

14. This Agreement shall not be construed more strongly against any party to this Agreement regardless of who prepared it.

15. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation under this Agreement may be brought by the Company in the State of North Carolina notwithstanding that I am not at the time a resident of the State of North Carolina and cannot be served process within that state. I irrevocably consent to the jurisdiction of the courts of North Carolina (whether federal or state courts) over my person.

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18. This Agreement shall be effective as of the first day of my employment by the Company and shall also include the period while I was employed by cipherOptics Inc., a North Carolina predecessor of the Company, during which period I shall be deemed to have been employed by the Company for all purposes of this Agreement.

19. I understand and agree that this Agreement does not create an obligation of the Company to continue my employment for any defined period of time and that my employment with the Company may be terminated by the Company or by me at any time for any or no reason, with or without cause.

[The next page is the Signature Page]

Agreed to and accepted as of the date set forth below:

Employee:

Todd C. Gnehm
Signature of Employee

Todd C. Gnehm
Printed or Type Name

Dated: 11-17-2010

cipherOptics Inc.:

By: _____

Title: _____

Dated: _____

Agreed to and accepted as of the date set forth below:

Employee:

Signature of Employee

Todd Cignetti
Printed or Type Name

Dated: _____

cipherOptics Inc.:

By: _____

Title: _____

Dated: _____

Exhibit A

SECTION 66-57.1 OF THE NORTH CAROLINA GENERAL STATUTES

Any provision in an employment agreement which provides that the [employee] shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that:

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SCHEDULE 1

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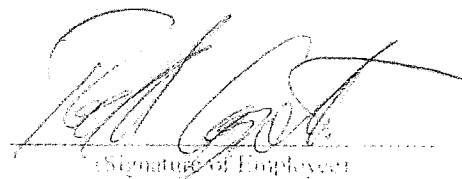
CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

Except as set forth below, (i) I have not made or conceived or first reduced to practice alone or with others prior to my employment by ephedOptics Inc., any inventions or improvements relevant to the subject matter of my employment by ephedOptics Inc., and (ii) I have not brought and will not bring to ephedOptics Inc., and have not used and will not use in my employment with ephedOptics Inc., any materials or documents of any former employer or any other person or entity which are not generally available to the public.

(i)

(ii)

Date: 11-17-2010



(Signature of Employee)

Delaware

PAGE 1

The First State

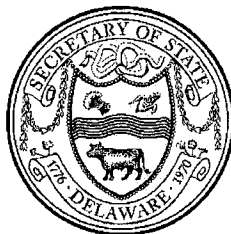
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CIPHEROPTICS INC.", CHANGING ITS NAME FROM "CIPHEROPTICS INC." TO "CERTES NETWORKS, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2011, AT 10:37 O'CLOCK A.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3490630 8100

110049980

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8498997

DATE: 01-18-11

PATENT
REEL: 044455 FRAME: 0614

**CERTIFICATE OF AMENDMENT
OF
EIGHTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CIPHEROPTICS INC.**

cipherOptics Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:


1. The amendment to the Corporation's Eighth Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") set forth below was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware, and has been consented to in writing by the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.
2. The Corporation's Certificate of Incorporation be amended by amending and restating Article I thereof to read as follows:

The name of the Corporation is Certes Networks, Inc.
3. This Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, cipherOptics Inc. has caused this Certificate of Amendment to be executed by the undersigned officer, on this the 18th day of January 2011.

CIPHEROPTICS INC.

By: _____


Thomas J. Gill
Chairman and Chief Executive Officer