

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4795665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TULSI RAM MAYALA	11/29/2004
RECEIVING PARTY DATA	
Name:	STRONGMAIL SYSTEMS, INC.
Street Address:	1300 ISLAND DRIVE
Internal Address:	SUITE 200
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14508978
CORRESPONDENCE DATA	
Fax Number:	(202)628-8844
<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:	2026242500
Email:	edocket@crowell.com, jharris@crowell.com
Correspondent Name:	CROWELL & MORING LLP
Address Line 1:	PO BOX 14300
Address Line 4:	WASHINGTON, D.C. 20044
ATTORNEY DOCKET NUMBER:	115148.PA111US
NAME OF SUBMITTER:	JONATHAN M. LINDSAY
SIGNATURE:	/Jonathan Lindsay/
DATE SIGNED:	01/26/2018
Total Attachments: 7	
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REEL: 044740 FRAME: 0071

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

*Please Read This Agreement Carefully And Sign Where Indicated
Both On Page 6 And On Exhibit A.*

In consideration of my employment or continued employment by StrongMail (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. Recognition of Company's Rights; Nondisclosure. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (as defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns and that the Company and its assigns shall be the sole owner of all patent rights, copyrights, mask works rights, trade secret rights and all other rights throughout the world (collectively, "**Proprietary Rights**") in connection therewith.

The Term "**Proprietary Information**" shall mean all confidential knowledge, data or any other proprietary or nonpublic information, whether in oral, written or other form, of the Company. By way of illustration but not limitation, Proprietary Information includes (a) inventions, mask works, ideas, processes, formulas, source code, object code, graphical design, user interfaces, data, programs, other works of authorship, technology, know-how, trade secrets, business models, improvements, discoveries, developments, designs and techniques, notes, sketches, flow charts, formulas, blueprints, and elements thereof (hereinafter collectively referred to as "**Inventions**"); and (b) information regarding plans for research, development, new products, marketing and selling; business plans, executive summaries, capitalization tables, budgets and unpublished financial statements; licenses, prices, and marketing plans; employee, customer, supplier, shareholder, partner or investor lists; and information regarding the skill and compensation of employees of the Company.

2. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty of the Company to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose any Third Party Information to anyone other than Company personnel who need to know such information in connection with their work.
3. Assignment of Inventions.
 - 3.1. I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright, trade mark or similar statutes, made or conceived or reduced

to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. I recognize that this Agreement does not require assignment of any invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "**Section 2870**"), which provides as follows:

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

(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; or

(ii) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

3.2. I also assign to or as directed by the Company all my right, title and interest in and to any and all Inventions, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

3.3. I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101). Inventions assigned to or as directed by the Company by this section 3 are hereinafter referred to as "Company Inventions."

4. Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights and such other documents that the Company may request to the Company or its designee, to effectuate the terms of this Agreement. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with actions specified in the preceding paragraph, 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 to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. Obligation to Keep Company Informed. During the period of my employment, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the company any and all Inventions. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870, and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any proprietary information disclosed in writing to the company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.
6. Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that all Inventions have not been listed for that reason.
7. Noncompetition/Nonsolicitation.
 - 7.1. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or in any business activity that competes directly or indirectly with the Company.
 - 7.2. For the period of my employment by the Company, and for one year after the date of termination of my employment for any reason, I (and any corporation or entity of which I am a director, officer, employee or greater than 5% shareholder) shall not:
 - (i) solicit for employment and then employ any employee of the Company or any of its affiliates or subsidiaries; or

(ii) make any public statement concerning the Company, any of its affiliates or subsidiaries, or my employment unless previously approved by the Company, except as may be required by law; or

(iii) induce, attempt to induce or knowingly encourage any Customer of the Company or any of its affiliates or subsidiaries to divert any business or income from the Company or any of its affiliates or subsidiaries or to stop or alter the manner in which they are then doing business with the Company or any of its affiliates or subsidiaries. The term "**Customer**" shall mean any individual or business that was or is a customer or client of, or one that was or is a party in a selling agreement with, or whose business was actively solicited by, the Company or any of its affiliates or subsidiaries at any time, regardless of whether such customer was generated, in whole or in part, by your efforts.

8. No Improper Use of Materials. During my employment by the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.
9. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not breach any agreement to keep in confidence 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.
10. Return of Company Documents. When I leave the employ of the Company, I will deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or their work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement for technical and management personnel.
11. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. I hereby acknowledge and agree that the sale or unauthorized use or disclosure of any of the Company's Proprietary Information by any means whatsoever and any time before, during or after my employment with the Company shall

constitute Unfair Competition. I agree that I shall not engage in Unfair Competition either during the time employed by the Company or any time thereafter.

12. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.
13. Notice of Subsequent Employment. For a period of one (1) year beginning on the date of the termination of my employment with the Company for any reason, I agree that I will notify the Company if I accept any other employment or consulting position (and such notice will include the name of such subsequent employer or contracting party, the term of each such employment or contracting, and my job responsibilities and duties with each such employer) promptly after my such acceptance.
14. General Provisions.
 - 14.1. Governing Law. This Agreement will be governed by and construed according to the internal laws of the State of California.
 - 14.2. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter hereof and supersedes and merges all prior discussions between us regarding said subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.
 - 14.3. Severability. If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.
 - 14.4. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its administrators and other legal representatives and will continue in full force and effect.
 - 14.5. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
 - 14.6. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

14.7. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

This Proprietary Information and Inventions Agreement shall be effective as of the first day of my employment with the Company.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE FILLED OUT COMPLETELY EXHIBIT A TO THIS AGREEMENT.

Date: 29th Nov, 2004

Signature: Tulsi Ram
Print Name: TULSI RAM MAYALA
Address: Room No: 420,
Extended stay, 120,
Sem Dr.
Belmont CA 94002

ACCEPTED AND AGREED TO BY THE COMPANY:

By: _____

Name: _____

Title: _____

EXHIBIT A

Ladies and Gentlemen:

1. The following is a complete list of inventions relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company which I desire to clarify are not subject to the Company's Proprietary Information and Inventions Agreement.

✓ No Inventions

 See below:

 Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

✓ No materials or documents

 See below:

Tulsi Ram
Signature

TULSI RAM MAYALA
Print Name

EXHIBIT A

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