

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4738539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name			Execution Date
JON RASMUSSEN			09/24/2012
RECEIVING PARTY DATA			
Name:	MOBILEDEMAND LC		
Street Address:	1501 BOYSON SQUARE DRIVE, SUITE 101		
City:	HIAWATHA		
State/Country:	IOWA		
Postal Code:	52233		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	15156149		
CORRESPONDENCE DATA			
Fax Number:	(319)354-1760		
<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:	319-354-1019		
Email:	trademarks@simmonsperrine.com		
Correspondent Name:	CHRISTOPHER J. VOCI		
Address Line 1:	SIMMONS PERRINE MOYER BERGMAN PLC		
Address Line 2:	1150 - 5TH STREET, SUITE 170		
Address Line 4:	CORALVILLE, IOWA 52241		
ATTORNEY DOCKET NUMBER:	114031.004		
NAME OF SUBMITTER:	CHRISTOPHER J. VOCI		
SIGNATURE:	/Christopher J. Voci/		
DATE SIGNED:	12/18/2017		
Total Attachments: 5			
source=Volume Dimensioning Assignment (Rasmussen Emp Agmt to MD)(20120924)(executed)#page1.tif			
source=Volume Dimensioning Assignment (Rasmussen Emp Agmt to MD)(20120924)(executed)#page2.tif			
source=Volume Dimensioning Assignment (Rasmussen Emp Agmt to MD)(20120924)(executed)#page3.tif			
source=Volume Dimensioning Assignment (Rasmussen Emp Agmt to MD)(20120924)(executed)#page4.tif			

**MOBILEDEMAND, L.C.
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT made and entered into as of the 24th day of September 2012 by and between MobileDemand, L.C. ("Employer") and Jon Rasmussen ("Employee").

WHEREAS, the Employer is involved in the mobile computing industry (the "Industry") and desires to continue to employ Employee;

WHEREAS, the Employee desires to perform services for Employer and remain employed; and

WHEREAS, the Employee and the Employer desire to set forth herein the terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT.** Employer hereby offers to continue to employ Employee and Employee hereby accepts continued employment by Employer upon all of the terms and conditions set forth herein.

2. **DUTIES OF THE EMPLOYEE.** During employment, Employee shall devote Employee's full time, attention, energy, skill and best efforts to the promotion of the business and affairs of Employer and shall perform faithfully and to the fullest extent of Employee's ability all duties that relate to Employee's position with Employer. Employee agrees to observe and comply with the rules and regulations of Employer as adopted, either orally or in writing, with respect to the performance of Employee's duties, and to carry out and to perform orders, directions and policies announced to Employee by the Employer from time to time, either orally or in writing, and as may be set forth in an employee manual, if adopted, and as amended by Employer.

3. **TERM.** Employee shall be employed at will without any guaranteed term of employment. Employee or Employer may at any time with or without cause terminate Employee's employment with Employer subject to the notice provisions of Section 14.

4. **COMPENSATION.** For all the services to be rendered by Employee during the period of employment, Employee shall be paid such compensation as is agreed to from time to time by and between the Employer and the Employee, subject to all mandatory and voluntary payroll deductions. Employee may be eligible for other benefits as provided by Employer from time to time.

5. **ACKNOWLEDGEMENTS.** Employee hereby agrees and acknowledges that the following are valuable assets of Employer, that inure to the benefit of Employer without Employee retaining any rights thereto, and that the goodwill and competitive ability of Employer depends upon Employee fulfilling Employee's commitment not to disclose or misappropriate any of them:

(i) the personal associations and business relationships with Employer's customers, vendors and business partners that Employee develops or is exposed to during employment; and

(ii) Employer's Confidential Information.

6. **CONFIDENTIAL INFORMATION.**

A. The term Confidential Information shall mean all information related to Employer's business, which is currently existing or hereafter developed during the term of Employee's employment, including by example, but not limited to: (i) the identity of customers and prospective customers and all information as to their preferences, pricing and similar information; (ii) identity of vendors and prospective vendors and all information related to their business relationships with Employer; (iii) pricing, marketing and sales methods, strategies, practices and volumes; (iv) financial and business information; (v) personnel information; (vi) Work Product as defined in

Section 11; and (vii) any and all other information, disclosed or learned, whether oral, written, graphic or machine-readable, whether or not marked confidential or proprietary, whether or not patentable, whether or not copyrightable, including the manner and results in which any such Confidential Information may be combined with other information or synthesized or used by Employer, which could prove beneficial in enabling a competitor to compete with Employer.

B. Confidential Information shall remain confidential and retain its confidential status unless and until Employee can prove by submitting evidence of an independent third party's writing that: (i) the Confidential Information is or has become public knowledge other than by disclosure by Employee or by the breach of a duty of confidentiality by a third party; (ii) Employee has acquired such Confidential Information from a third party not associated with Employer, provided such third party was not acting in violation of any duty of confidentiality owed to Employer in disclosing the Confidential Information; or (iii) Employer publicly disclosed the Confidential Information.

C. Employee agrees that all Confidential Information disclosed, learned or developed by Employee in connection with Employee's employment is to be used solely by Employee for the benefit of Employer and that Employee shall acquire no right, title or interest in, to or under any such Confidential Information. Furthermore, Employee hereby agrees that Employee will not at any time during or after employment with Employer use or disclose any Confidential Information for the benefit of Employee or any third party, or for the detriment of Employer.

D. All Confidential Information disclosed to, developed, used or created by, Employee, including all originals, copies, notes, memoranda or similar repositories of information, whether printed or intangible (e.g. electronic or digital), including any derivatives, summaries or partial copies thereof, in possession of Employee, embodying, pertaining to or referencing the Confidential Information, shall be held by Employee in trust and solely for the benefit of Employer and shall be delivered to Employer by Employee upon termination of employment with Employer or at any other time upon the request of Employer. If the return of such Confidential Information is impossible due to the nature of storage of Confidential Information, e.g. storage in digital, optical or electronic format, Employee shall destroy and make permanently irretrievable all digital, optical or electronic copies, or copies of whatever nature, including backup and archival copies of Confidential Information. At the same time Employee returns to Employer or destroys such Confidential Information, Employee shall certify in writing to Employer that Employee has fully complied with the requirements of this Section 6D.

7. **NONCOMPETITION**. Employee agrees that while Employee is employed by Employer and for a period of twenty-four (24) months after employment with Employer has ended for any reason, including resignation or termination, with or without cause, by Employee or by Employer, Employee will not, directly or indirectly, on behalf of Employee or in concert with or on behalf of any other person or entity (whether as an owner, partner, joint venture, consultant, creditor, independent contractor, employee, agent or otherwise) own, manage, operate, control, be employed by, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation or control of any business which (i) sells products or performs services materially similar to and competitive with those services and products now provided or at any time provided by Employer within the Industry and is located within one hundred and fifty (150) miles of any office of Employer established during employment; or (ii) is a direct competitor of Employer in the Industry or within any industry Employer hereafter enters or contemplates operations. Competitive and competitors shall include person(s) or entities developing, marketing, selling, reselling or contracting services for Tablet or Rugged Tablet computer products.

8. **NONSOLICITATION OF EMPLOYEES**. During the term of Employee's employment with Employer and for a period of twenty-four (24) months from resignation or termination of employment with Employer, for any reason, with or without cause, Employee shall not, directly or indirectly, either on Employee's own account or for any person, firm, partnership, corporation or any other entity: (a) employ, solicit, induce, advise, or otherwise convince, interfere with, or offer employment to any employee of Employer or any consultant to Employer; or (b) induce or attempt to induce any such employee or consultant to breach their employment agreement or consulting agreement with Employer.

9. **NONSOLICITATION OF CUSTOMERS & PARTNERS.** During the term of Employee's employment with Employer and for twenty-four (24) months from resignation or termination of employment with Employer, for any reason whatsoever, Employee shall not, directly or indirectly, call upon, advise, solicit, induce or attempt to induce or solicit any past, current or prospective customer or upstream or downstream business partners of Employer: (a) to cease doing business in whole or in part with or through Employer; or (b) to do business with any other person, firm, partnership, corporation or other entity which is similar to or competitive with the goods and services offered by Employer.

10. **REASONABLENESS OF RESTRICTIONS.** Employee has carefully read and considered the provisions hereof, and having done so agrees that, as a result of Employee's position with Employer, the restrictions set forth in Sections 6, 7, 8 and 9 herein are fair and reasonable, and are reasonably required for the protection of the legitimate business interests and goodwill established by Employer and are not overly broad or unduly burdensome to Employee.

11. **WORK PRODUCT.**

A. During employment, Employee has and will be expected to perform duties which have led or may lead to and include the discovery, creation, development, or expression of inventions, discoveries, developments, modifications, procedures, ideas, innovations, systems, programs, know-how, literary properties, computer hardware, computer software, improvements, processes, methods, formulas, systems, creative works and techniques (collectively, hereinafter "Work Product").

B. In consideration of the salary received by Employee and as conditioned upon, and part of the consideration for, employment of Employee, but without limitation upon Employer's right to terminate Employee's employment, Employee hereby assigns and transfers to Employer, and agrees that Employer shall be the sole owner of all Work Product heretofore or hereafter conceived, developed or made by Employee either alone or with others, whether during working hours or at any other time, in whole or in part during Employee's employment by Employer or within six (6) months thereafter, whether at the request or upon the suggestion of Employer or otherwise, which are useful in, or directly or indirectly related to Employer's business or any contemplated business of Employer or which relate to, or are conceived, developed, or made in the course of, Employee's employment or which are developed or made from, or by reason of knowledge gained from, such employment.

C. Employee hereby agrees that all work or other material containing or reflecting any Work Product shall be deemed a work made for hire under the U.S. Copyright Act. To the extent any such Work Product is determined that it is not a work made for hire, Employee hereby assigns to Employer all of Employee's right, title and interest, including all rights of copyright, patent, trade secret and other intellectual property rights, in, to and under the Work Product.

D. Employee hereby agrees to disclose promptly all Work Product heretofore or hereafter conceived or made by Employee alone or with others during Employee's employment, to which Employer is entitled to as provided herein, and agrees not to disclose such Work Product to others, except as may be required by employment, without the express written consent of Employer. Employee further agrees that during employment and at anytime thereafter, Employee will, upon request by Employer, provide all assistance reasonably required to protect, perfect and use the Work Product, including execution of proper assignments to Employer of any and all such Work Product to which Employer is entitled, execution of all papers and performance all other lawful acts which Employer may deem necessary or advisable for the preparation, prosecution, procurement and maintenance of trademarks, copyrights and or patent applications, and execution of any and all proper documents as shall be required or necessary to vest title in Employer to such Work Product. It is understood that all expenses in connection with such trademarks, copyrights or patents, and all applications related thereto, shall be borne by Employer, however Employer is under no obligation to protect such Work Product, except at its own discretion and to such extent as Employer shall deem desirable. Employee shall not be entitled to any additional compensation, other than Employee's regular salary, for any services rendered by Employee as herein provided during Employee's employment.

12. **NONDISPARAGEMENT.** Neither Employee or Employer will make any disparaging remarks, or otherwise take any action that could reasonably be anticipated to cause damage to the reputation, goodwill or

business of either party, or otherwise make remarks that may negatively reflect upon either party. Each party acknowledge that such remarks or actions would cause immediate and irreparable injury to the disparaged party.

13. **REMEDIES.** As also set forth in Section 5 and 10 above, Employee acknowledges that compliance with the restrictive covenants and obligations set forth herein is necessary to protect the business and goodwill of Employer and that a breach of the covenants or agreements contained herein will irreparably and continually damage Employer, for which money damages may not be adequate. Consequently, Employee agrees that in the event that Employee breaches or threatens to breach any of the covenants or agreements contained herein, Employer shall be entitled to: 1) a temporary restraining order, a preliminary and/or permanent injunction in order to prevent Employee from breaching Employee's obligations under this Agreement; 2) money damages which shall include but not limited to, recovery by Employer of the amounts of fees, compensation or other remuneration earned by Employee as result of any breach of this Agreement; and 3) payment by Employee for all costs, expenses or damages, including but not limited to, attorneys' fees and court costs incurred by or assessed against Employer in enforcing any provision of this Agreement or Employee's breach hereunder. Employee hereby agrees that injunctive relief may be granted by a court of competent jurisdiction without the necessity of Employer to post bond, or if required to post bond, Employee agrees that the lowest amount permitted shall be adequate. Nothing in this Agreement shall be construed to prohibit Employer from pursuing any other remedy available or from seeking to enforce any restrictive covenants to a lesser extent than set forth herein. The parties agree that all remedies shall be cumulative.

14. **TERMINATION.** There is no guaranteed term of employment and Employer may terminate employment at any time with or without notice. Employee shall give at least two (2) weeks prior written notice of its intent to terminate. Following any notice of termination by either Employer or Employee, Employee shall fully cooperate with Employer in all matters relating to the winding-up or transition of Employee's work to others.

15. **NOTICES.** All notices or other communications to be given hereunder shall be in writing and shall be deemed received at the time of personal delivery or five (5) days after deposit in the U.S. Mail when sent by registered or certified mail, postage prepaid and return receipt requested, addressed to Employee's address as set forth on the Employer payroll records and if to Employer, at the Corporate office.

16. **LIKENESS.** Employee hereby grants to Employer a perpetual license to use, without further compensation or approval from Employee, Employee's name, image, portrait, voice, likeness and all other rights of publicity, or any derivative or modification thereto that Employer may create, in any and all mediums, now known or hereafter developed.

17. **GENERAL PROVISIONS:**

17.1 **Successors and Assigns.** The rights and obligations under this Agreement shall survive the termination of Employee's services to Employer in any capacity and shall inure to the benefit and shall be binding upon: (1) Employee's heirs and personal representatives, and (2) the successors and assigns of Employer. This Agreement may be assigned in whole or in part by Employer. Employee's duties and obligations are personal in nature and Employee may not assign or delegate any duties under this Agreement without Employer's prior written approval.

17.2 **Governing Law.** This Agreement shall be construed and enforced in accordance with the procedural and substantive laws of the State of Iowa, without regard to its conflicts of laws provisions. Employee hereby assents to personal jurisdiction in the state of Iowa. The exclusive forum for all disputes shall be the courts located in Linn County, Iowa.

17.3 **Severability, Reform and Waiver.** If any provision of this Agreement is determined to be void, invalid or unenforceable, the remainder shall be unaffected and shall be enforceable as if the void, invalid or unenforceable part was not a provision of the Agreement. No waiver by any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.

17.4 **Entire Agreement.** This Agreement, and its attachments, supersede and replace all former agreements or understandings, oral or written, between Employer and Employee, including any offer letter sent to

Employee, regarding the subject matter hereof. This Agreement may not be modified except by a writing signed both by Employer and Employee.

17.5 Right of Employment. This Agreement does not alter or create any right of employment with Employer. Employee is employed by Employer in an "at will" relationship. This Agreement is intended to supplement and add to the employment relationship of Employee and Employer.

17.6 Effect of Headings. Headings to sections and paragraphs of this Agreement are for reference only, and do not form a part of this Agreement, or effect the interpretation of this Agreement.

17.7 Attorneys' Fees. Employer shall be entitled to its reasonable attorneys' fees, court costs and other out-of-pocket costs incurred in enforcing any provision hereunder.


17.8 Survival. Sections 5 to 13 and 15 to 17 survive the termination of employment and the termination of this Agreement.

17.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same agreement. Facsimile signatures shall be acceptable and be deemed original enforceable signatures.

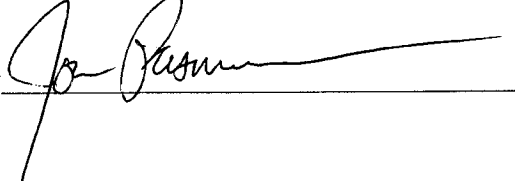
EMPLOYEE HEREBY AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS RESTRICTIVE COVENANTS RESTRICTING EMPLOYEE'S ABILITY TO COMPETE AGAINST EMPLOYER, COVENANTS TO PROTECT EMPLOYER'S CONFIDENTIAL INFORMATION. AND THAT EMPLOYEE HAS REVIEWED THE AGREEMENT AND CONSIDERS THE COVENANTS CONTAINED HEREIN AS REASONABLE AND HEREBY AGREES TO EACH PROVISION.

EMPLOYEE ACKNOWLEDGES EMPLOYEE HAS BEEN PROVIDED A SIGNED COPY OF THIS EMPLOYMENT AGREEMENT.

EMPLOYER:
MOBILEDEMAND, L.C.


By _____
Matthew D. Miller, President

EMPLOYEE:
JON RASMUSSEN

By  _____