

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4895923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EVAN KODRA	02/09/2015
RANA EL KALIOUBY	02/11/2015
TIMOTHY PEACOCK	02/11/2015
GREGORY POULIN	09/10/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AFFECTIVA, INC.
<b>Street Address:</b>	294 WASHINGTON STREET SUITE 1150
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14598067
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)979-8733
<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>	
<b>Phone:</b>	802-482-5682
<b>Email:</b>	patents@adamsip.com
<b>Correspondent Name:</b>	ADAMS INTELLEX, PLC
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<b>Address Line 4:</b>	HINESBURG, VERMONT 05461
<b>ATTORNEY DOCKET NUMBER:</b>	AFF-060
<b>NAME OF SUBMITTER:</b>	MICHAEL BATTIG/R DEAN ADAMS
<b>SIGNATURE:</b>	/Michael Battig/
<b>DATE SIGNED:</b>	04/02/2018
<b>Total Attachments: 8</b>	
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## ASSIGNMENT

WHEREAS, each of the undersigned inventor(s) (“Inventor(s)”) has developed certain inventions (“Inventions”) described in a U.S. patent application No. 14/598,067, Filed January 15, 2015, and entitled:

### MENTAL STATE ANALYSIS FOR NORM GENERATION

and has full right to convey his or her entire interest, both legal and equitable, in and to said Inventions free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Afectiva, Inc. (“ASSIGNEE”), an entity organized and existing under the laws of the state of Delaware, and having a place of business at 411 Waverley Oaks Road, Suite 329, Waltham, MA 02452, is desirous of acquiring the entire right, title, and interest in and to the Inventions and any and all patents to be obtained therefore;

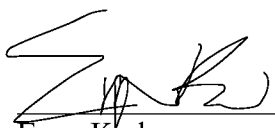
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Inventor, each Inventor hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the Inventions as described in the above application and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide; along with all rights to sue for past infringement.

AND each Inventor hereby authorizes and requests the issuing authority to issue any and all patents issuing from any of the forgoing to the ASSIGNEE or its successors and assigns.

AND each Inventor agrees that ASSIGNEE’s representative, Adams Intellex, PLC having Patent Office Customer Number 85181, shall hereinafter act on behalf of the ASSIGNEE with respect to the Inventions.

AND, each Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

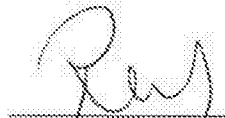
The Inventor(s) hereby authorize(s) the agents and attorneys associated with Patent Office Customer Number 85181 to insert hereon any further information necessary or desirable for recordation of this document.

Inventor(s)Date Signed  
\_\_\_\_\_  
Evan Kodra02/09/2015\_\_\_\_\_  
Rana el Kaliouby\_\_\_\_\_  
Timothy Peacock\_\_\_\_\_  
Gregory Poulin

The Inventor(s) hereby authorize(s) the agents and attorneys associated with Patent Office Customer Number 85181 to insert hereon any further information necessary or desirable for recordation of this document.

Inventor(s)Date Signed

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Evan Kodra

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Rana el Kaliouby

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2/11/15

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Timothy Peacock

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2/11/15

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Gregory Poulin

**EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT  
OF CREATIVE WORKS AGREEMENT**

This Employee Confidentiality and Assignment of Creative Works Agreement ("Agreement") is entered into as of 9/10/2013 (the "Effective Date"), by and between Affectiva, Inc., a Delaware corporation (the "Company"), and the individual and/or entity identified on the signature page hereto ("Employee"). For purposes of this Agreement, the "Company" shall include any company which controls or is controlled by Company, any company which results from any merger or consolidation to which the Company is a party, as well as all other affiliates of Company and/or its principals and each such company is an intended third-party beneficiary of this Agreement.

**RECITALS**

A. Employee understands and acknowledges that Company has developed and uses and will be developing and using Confidential Information (as defined below) in connection with its business. This information was developed and will be developed by Company at great expense and constitutes, among other things, trade secrets of Company. To safeguard this Confidential Information, Company has instituted policies and procedures to protect such information. In connection with his or her employment by Company, Employee will come into contact with the Confidential Information and shall be under a duty to protect that information from unauthorized disclosure or use.

B. "Confidential Information" includes any information, materials and data that have been created, discovered, developed, enhanced or modified by Company or that have otherwise become known or provided to Company (including, without limitation, information created, discovered, developed, enhanced, modified by Employee during the period of Employee's employment or arising out of Employee's retention as an employee by Company), and/or in which property rights have been assigned or otherwise conveyed to Company, in each case which information has commercial value in the business in which Company is engaged and/or which gives Company an opportunity to obtain an advantage over competitors who do not know or use it, including, but not limited to, information, materials and data related to: (i) potential trade names, trademarks, service marks, graphics and logos; (ii) any and all actual, proposed or potential clients, investors, customers, subcontractors, vendors or other third parties that have been contacted by Company in the course of its business or that may give rise to, or be involved in, the business plans and/or opportunities of Company and its affiliated companies (collectively, the "Clients," and individually, a "Client"); (iii) business plans, research and development plans, financial information, Client and customer data or other subject matter or information pertaining to any business of Company or any of its customers, Clients, sponsors, consultants, etc.; (iv) prices and fee structures that Company obtains or has obtained or at which it sells, has sold or intends to sell its products or services; (v) fee structures applied to and compensation paid to Company's consultants and employees and other terms of employment; (vi) information regarding the financial condition of Company; and (vii) all other proprietary information of Company of every kind and nature whatsoever, including, without limitation, trade secrets of Company. A "trade secret" is defined in Section 3426.1(d) of the Uniform Trade Secrets Act as information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" shall not include information that: (i) is or becomes part of the public domain through no fault of Employee; or (ii) is subsequently lawfully received by Employee from a third party not under an obligation of confidentiality to the Company.

C. In connection with his or her employment by Company, Employee may, either solely or in cooperation with others, create Creative Works. All such Creative Works shall be the sole and exclusive property of Company.

D. "Creative Works" include, but are not limited to, all original works of authorship, inventions (whether patentable or not), discoveries, inventions, designs, materials or compounds, compositions of matter, biological materials, cells, cell lines, assays, procedures, formulations, media, products, ideas, processes, know-how, developments, techniques, devices, formulas, methods, computer programs, mask works, processes, developmental or experimental work, clinical data, test data, improvements, derivative works, computer hardware and software (both object code and source code form), algorithms, programming, scripts, applets and trade secrets, together with any and all tangible or intangible materials or information related to any of the foregoing, and any other information or materials which are conceived, developed, or made by Employee, either alone or with others, in whole or in part, on or off Company's premises: (i) during Employee's employment with Company; (ii) with the use of the time, materials, or facilities of Company; (iii) relating to any product, service, or activity of Company of which Employee has knowledge; (iv) resulting or derived from any information provided to Employee by Company; and/or (v) suggested by or resulting from any work performed by Employee for Company.

### **AGREEMENT**

In consideration of the foregoing Recitals (which are incorporated herein by reference) and the promises and covenants set forth below, the parties agree as follows:

1. **Confidentiality Obligations.** During and after his or her term of employment, Employee shall:

(a) Hold in trust, keep confidential, and not disclose to any third party or make any use whatsoever of Confidential Information except as expressly authorized in writing by Company;

(b) Not cause the transmission, removal, or transport by any means, including electronic, of Confidential Information outside of Company;

(c) Take all reasonable actions to assure proper precautions have been taken to prevent unauthorized access to, the disclosure of, or loss or destruction of Confidential Information;

(d) Not use, or cause or permit others to use, any Confidential Information for any purpose except as expressly authorized in writing by Company in connection with his or her employment by Company; and

(e) Promptly deliver to Company, upon termination of Employee's engagement or at any other time requested by Company, all Confidential Information in Employee's possession or control, including, without limitation, any and all software, data, memoranda, notes, e-mail, records, and other documents, electronic or otherwise, including all copies thereof, constituting or relating to the Confidential Information in Employee's possession or control.

2. **Ownership of Confidential Information.** Employee acknowledges that all Confidential Information is and shall remain the property of Company and that Company is the sole owner of all rights in connection therewith. Employee hereby assigns and transfers to Company any and all right, title and/or

interest he or she may have or acquire in and to any and all Confidential Information over the course of the employment relationship.

3. No Improper use of Confidential Information of Prior Employers and Others. During and after his or her term of engagement, Employee will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom Employee has an obligation of confidentiality and will not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom Employee has an obligation of confidentiality unless consented to in writing by that former employer or person. Employee will use in the performance of his or her duties only information which is generally known and used by persons with training and experience comparable to his or her own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by Company.

4. Disclosure of Creative Works. Employee agrees to disclose promptly and fully, in writing, to Employee's immediate supervisor or other person(s) designated by Company to receive such disclosures, all Creative Works, current or proposed.

5. Ownership of Creative Works.

5.1 Copyrights. In addition to the rights granted by Employee to Company elsewhere in this Agreement, the following interests in copyright shall vest in Company:

(a) All Creative Works that are first created and prepared by Employee under this Agreement that are encompassed by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976 will be considered a "work made for hire," and Company will be deemed the sole author and owner of all copyrights in any such works.

(b) With respect to all Creative Works that are first created and prepared by Employee under this Agreement that are not covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976, such that Employee would be regarded as the copyright author and owner, Employee hereby assigns, and agrees to assign, to Company Employee's entire right, title, and interest in and to such works, including all rights in the nature of patent, copyright, trade secret, or other intellectual property or proprietary rights therein.

5.2 Other Proprietary Rights. In addition to the rights granted by Employee to Company elsewhere in this Agreement, Employee agrees to, and hereby does, assign and transfer to Company, and agrees that Company shall be the sole and exclusive owner of all Creative Works, including, but not limited to, all patent rights, know-how, trade secrets, confidential information, and any other intellectual property rights arising therefrom or related thereto in each case recognized in the United States, any foreign jurisdiction or under any international treaty regime. Company shall have the right to use all Creative Works, whether original or derivative, in any manner whatsoever.

5.3 Effectuating Company's Rights. Employee agrees, during employment and at any time thereafter, to execute any written documents necessary to effectuate the assignment to Company of any and all Creative Works to which Company is entitled as provided in this Agreement, and to execute all papers and perform any other lawful acts requested by Company for the preparation, prosecution, procurement, and maintenance of any trademark, copyright, patent and/or other intellectual property or other proprietary rights in and for the Creative Works, and will execute all papers and perform any other lawful acts necessary to vest title in Company to the Creative Works, and all intellectual



property and/or proprietary rights therein, including, but not limited to, all trademarks, copyrights, and patents. In the event Company is unable for any reason to secure Employee's signature to any document Company requests Employee to execute under this Section, Employee hereby irrevocably designates and appoints Company and Company's duly designated authorized officers and agents as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and instead of Employee to execute such document and to file such application and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee agrees that he or she will not be entitled to any compensation in addition to the salary provided for his or her employment for providing any of the services in this Section 5, but Employee shall be reimbursed for actual expenses incurred in rendering the services.

**5.4 Non-Assignable Rights.** To the extent, if any, that any intellectual property rights in the Creative Works are not assignable or that, notwithstanding Section 5.3, Employee for any reason retains any right, title or interest in and to any Creative Works, Employee (a) unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company with respect to such rights; (b) agrees, at Company's request and expense, to consent to and join in any action to enforce such rights; and (c) hereby grants to Company a perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable (through multiple levels of sublicensees), exclusive (even as to Employee), worldwide right and license under such intellectual property rights to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Company) all or any portion of such Creative Works. The license granted herein shall commence on creation of the Creative Works and shall continue in perpetuity and without regard to the term of this Agreement or the term of Employee's employment with Company. Employee hereby waives and quitclaims to Company any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any rights in the Creative Works assigned hereunder to Company.

**5.5 Obligation to Keep Company Informed.** During the term of his or her employment and for six (6) months after termination of his or her employment with Company, Employee will promptly disclose to Company fully and in writing all Creative Works or other inventions authored, conceived or reduced to practice by Employee, either alone or jointly with others. In addition, Employee will promptly disclose to Company all patent applications filed by Employee or on Employee's behalf within one (1) year after termination of employment.

**5.6 Government or Third Party.** Employee hereby agrees to assign all of his or her right, title and interest in and to any particular Creative Work to a third party, including without limitation the United States, as directed by Company.

**5.7 Trade Secret Policy.** Employee hereby represents and warrants that he or she has read Company's Trade Secret Policy attached hereto as **Exhibit A** and that he or she fully understands the content of the same.

**6. Notice to Employees.** The assignment provided in Section 5 (Ownership of Creative Works) does not apply to an invention that Employee developed entirely on his or her own time without using Company's equipment, supplies, facilities, or trade secret information except for those inventions that either: (a) relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or (b) result from any work performed by Employee for Company. Set forth on **Exhibit B** attached hereto is a complete list of all inventions that Employee has alone or jointly with others, conceived, developed, reduced to practice prior to the commencement of Employee's employment with Company, that Employee considers to be

This Agreement may be executed in one or more counterparts, each of which may be executed and delivered via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as provided in Section 15 as of the Effective Date.

***"Company"***

Affectiva, Inc.,  
a Delaware corporation

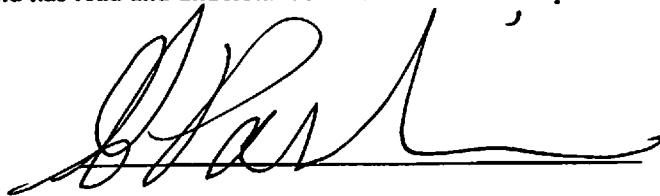
By: 

Print Name: Nicholas Langeveld

Title: CEO

Employee acknowledges that, in executing this Agreement, Employee has had the opportunity to seek the advice of independent legal counsel, and has read and understands all of the terms and provisions of this Agreement.

***"Employee"***



Gregory Poulin

***[Signature Page to Employee Confidentiality and Assignment of Creative Works Agreement]***