

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5287454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SAMER FALLOUH	03/05/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DIALEXA, LLC
<b>Street Address:</b>	315 S CESAR CHAVEZ BLVD, STE A-S
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9990781
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	2143676000
<b>Email:</b>	kirby.drake@klemchuk.com
<b>Correspondent Name:</b>	KIRBY DRAKE
<b>Address Line 1:</b>	8150 N CENTRAL EXPRESSWAY 10TH FL
<b>Address Line 4:</b>	DALLAS, TEXAS 75206
<b>NAME OF SUBMITTER:</b>	KIRBY B. DRAKE
<b>SIGNATURE:</b>	/Kirby B. Drake/
<b>DATE SIGNED:</b>	12/17/2018
<b>Total Attachments: 7</b>	
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# **EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT**

This EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT (this "Agreement") is entered into by and between Dialexa, LLC, a Texas Limited Liability Company, ( the "Company") and Samer Alkhoury-Fallouh, (the "Employee") (collectively, the Company and Employee are hereinafter referred to as the "Parties") as of this th 5<sup>th</sup> day of March, 2012.

## **RECITALS:**

As further consideration under the Employment Agreement dated March 25<sup>th</sup>, 2012 (the "Employment Agreement") and the employment position Employee has had and will continue to have under the Employment Agreement (the "Employment Position") agrees to be bound by certain confidentiality and intellectual property ownership provisions contained herein. The relationship Employee has had since the Employee's employment first began with the Company shall be referred to as the "Employment Relationship".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree to be bound by the terms of this Agreement, which are as follows:

## **SECTION 1: DEFINITIONS**

- 1.1 "Know-how," as used herein, means all knowledge, whether technical or not, relating to the Company's business.
- 1.2 "Work of Authorship," as used herein, means any original expression, whether protected by federal copyright laws or not, relating to the Company Business, including, but not limited to, any advertising material, compilation, data repository or structure, design, drawing, manual, product/service description, software (whether executable or not), specification or other original writing.
- 1.3 "Trade Secret," as used herein, means any sensitive, confidential, restricted, proprietary or otherwise secret Know-how, Work of Authorship or other information, whether technical or not and regardless of form, that provides, or may provide, the Company with a competitive advantage, including, but not limited to, development projects, employee compensation methodologies, financial data, financial plans, formulas, lists of actual, past or potential business contacts, customers, suppliers or otherwise, methods and methodologies, negative trade secrets, patterns, pricing structures, processes, product plans, protocols, research/development information, routines, techniques, test data or other results, or other like information relating to the Company Business.
- 1.4 "Confidential Information," as used herein, means any information, whether technical or not and regardless of form, relating to the Company Business that is:
  - 1.4.1 disclosed to, or known by, Employee as a consequence of the Employment Position or through the Employment Relationship, whether or not the Confidential Information was developed by Employee; and
  - 1.4.2 the subject of efforts by the Company to maintain in confidence, or is otherwise not generally known outside the Company, including, but not limited to, any relevant Know-how, Work of Authorship, Trade Secret or other research/development efforts, plans or otherwise, marketing, purchasing, accounting, engineering, pricing, bidding, selling or other business plan (e.g., planned merger, acquisition, joint venture, public offering, potential or ongoing dispute, whether or not involving litigation, etc.), or any information received in confidence by the Company from another, such as a third party with whom the Company had or has an ongoing or prospective business relationship.
- 1.5 "Intellectual Property," as used herein, means any property right (e.g., right to possess, use, dispose of, etc.) in and to any Know-how, Work of Authorship, Trade Secret, Confidential Information or other information or thing relating to the Company Business that is subject to

- contract, copyright, patent (actual or prospective), publicity, service mark, trademark, trade dress, trade name, trade secret or other intangible property protection, whether domestic or foreign.
- 1.6 "Work Product," as used herein, means any Know-how, Work of Authorship, Trade Secret, Confidential Information, Intellectual Property, source code, programming code, idea, procedure, process, system, method, concept, principle, discovery, invention, art, machine, manufacture, composition of matter, material, improvement, formula, pattern, device, compilation, information, list, article, code, matter, program, technique, apparatus, algorithm, design, circuitry, hardware, firmware, software, product or data, irrespective of whether patentable or copyrighted or neither; and any portion, copy and extract of such Material, irrespective of its media or whether in tangible or intangible form, or other information or thing, whether tangible or intangible, created, developed or produced by Employee during the Employment Relationship, without regard to the location of such Work Product.

## **SECTION 2: CONFIDENTIALITY**

- 2.1 The Parties agree that Employee has been and will continue to be privy to certain Confidential Information by virtue of the Employment Position, and that misappropriation (e.g., unauthorized access, copying, disclosure, sale, transfer, use, etc.) of any of the Confidential Information by Employee or a third party, including a party within Employee's control, will likely cause irreparable harm to the Company. Employee agrees:
- 2.1.1 to take reasonable steps to protect and safeguard the Confidential Information against misappropriation by such third parties;
  - 2.1.2 not to misappropriate, either directly or indirectly, any of the Confidential Information during the Employment Relationship, and, with respect to any pertinent portion of the Confidential Information, for so long afterwards as such pertinent portion remains Confidential Information;
  - 2.1.3 to immediately notify the Board of Directors of the Company or such other person as may be reasonably prudent, in writing, of any known or perceived misappropriation of the Confidential Information, whether such misappropriation is a result of a negligent or an intentional act of Employee or such third party; and
  - 2.1.4 *that the Company will be entitled, as a matter of right, to injunctive relief, both temporary and permanent, against any misappropriation or attempted misappropriation of the Confidential Information by Employee, without the necessity of proving actual damages or posting bond or other security (to the extent that the Company is required to post bond or other security, the Parties agree and stipulate that \$1,000 is sufficient for such bond or other security), such right to injunctive relief.*
    - 2.1.4.1 *will be cumulative and in addition to any other remedies available to the Company; and*
    - 2.1.4.2 *includes, but is not limited to, a right to pursue a temporary restraining order, whether ex parte or not.*
- 2.2 Employee agrees not to disclose, incorporate or otherwise use in the Company's business any confidential or proprietary information relating to the business or activities of any third party (e.g., confidential or proprietary information of a former employer of Employee, etc.), if the Company or Employee is under an obligation not to disclose, incorporate or otherwise use such confidential or proprietary information. If any such third party gives written approval to the Company or Employee (with a copy of such written approval provided to the President of the Company) for Employee to disclose, incorporate or otherwise use in the Company's business certain of the confidential or proprietary information relating to the business or activities of that third party, then the Company, in its sole discretion, may direct Employee to so disclose, incorporate or otherwise use in the Company's business that confidential or proprietary information.
- 2.3 Employee agrees to submit to the Board of Directors of the Company any proposed articles or speeches, whether technical or not, relating to any portion of the Confidential Information or any other business or activity of the Company. The Company will review such proposed articles or speeches, and the Parties agree the Company has the exclusive right to prohibit or modify, in whole or in part, such proposed articles or speeches.

- 2.4 Employee agrees not to discuss with co-workers the terms of the Employment Agreement agreed to by and between Employee and Company.
- 2.5 Notwithstanding the foregoing restrictions, Employee may disclose any Confidential Information to the extent required by an order of any court, or other governmental authority, having competent jurisdiction, but only after the Company is:
  - 2.5.1 notified in writing and provided with a copy of such order; and
  - 2.5.2 given an opportunity to obtain reasonable protection for such Confidential Information in connection with such disclosure.

### **SECTION 3: RETURN OF MATERIALS**

Given the competitive environment in which the Company does business and the fiduciary relationship that Employee will have with the Company hereunder, Employee agrees to promptly deliver to the Company, upon termination of the Employment Relationship hereunder, or at any other time when the Company so requests, all Work Product or other Confidential Information, including all memoranda, notes, records, drawings, manuals and other documents (and all copies thereof and therefrom, and regardless of form) in any way relating to the business or affairs of the Company or any of its subsidiaries or any of their clients, whether made or compiled by Employee or furnished to him by the Company or any of its consultants, customers, clients, consultants or agents, which Employee may then possess or have under his control. Employee confirms that all such memoranda, notes, records, drawings, manuals and other documents constitute the exclusive property of the Company.

### **SECTION 4: INTELLECTUAL PROPERTY OWNERSHIP**

- 4.1 The Parties agree that all Work Product belongs exclusively to the Company, and, to the maximum extent possible, is considered a "work made for hire," as defined in 17 U.S.C. § 101 (§ 101 of the Copyright Act of 1976), for the Company. To the extent any such Work Product cannot be considered a work made for hire for the Company, Employee agrees to assign, and will and does automatically assign, such Work Product at the time of its creation, without a requirement of further consideration, and regardless of any right, title or interest Employee may have in any such Work Product, to the Company. Employee agrees, upon a request of the Company, to take such further actions as may be appropriate to give full and proper effect to such assignment.
  - 4.1.1 Employee agrees to promptly communicate and disclose, in writing, to the Management of the Company, any and all Intellectual Property which Employee authors, conceives, creates, develops, makes, modifies or otherwise invents, either solely or jointly with others, whether within or outside normal working hours, on or off the Company premises, during the Employment Relationship.
  - 4.1.2 Employee agrees to and does hereby assign, grant and convey to the Company, its successors and assigns, Employee's entire right, title and interest in and to any and all such Intellectual Property.
  - 4.1.3 If Intellectual Property is created by Employee outside of normal working hours, and off the Company premises, and is not related to the Company's internal projects, or Company's Client projects, such Intellectual Property shall be exempt from section 4.1.2, but is still subject to section 4.1.1.
  - 4.1.4 Employee agrees to execute and deliver, and will execute and deliver, any and all papers, instruments or other documents, including assignments, and do any and all other lawful acts that may be desirable in the opinion of the Company to secure, establish and maintain title in the Company, its successors and assigns, to any and all such Intellectual Property, and give the Company, its successors and assigns the full benefit of the assignment set forth herein.
  - 4.1.5 Employee acknowledges and agrees that Intellectual Property relating to Employee's activities while working for the Company and conceived or made by Employee, alone or with others, after termination of the Employment Relationship, may have been conceived

in significant part while employed by the Company. The Parties agree that such Intellectual Property will be presumed to have been conceived during the Employment Relationship and is to be assigned to the Company unless and until Employee conclusively establishes the contrary, and any and all such Intellectual Property is subject to the provisions of this Agreement.

- 4.1.6 If the Company is unable for any reason whatsoever to obtain Employee's signature on any document that the Company reasonably requires Employee to execute pursuant hereto, Employee hereby irrevocably designates and appoints the Company as Employee's agent and attorney-in-fact to act for and on behalf of him and in his stead to execute, delivery and file all such documents and to do all other lawful acts that the Company is entitled to require Employee to do pursuant to this Section 4. Company must make reasonable efforts to obtain Employee's signature.
- 4.1.7 Employee agrees to grant access to the Company at any time upon request by the Company to any source code or other Intellectual Property which is in any way related to the Company Business without regard to the location of such source code or other Intellectual Property, including, but not limited to, any computer, hard drive, or other media that belongs to the Employee, the Company, or any third party.
- 4.2 Employee has diligently reviewed Employee's records, and hereby provides, acknowledges and agrees that any and all copyrights, letters patent, patent applications, publicity, service marks, trademarks, trade dress, trade names and trade secrets, whether domestic or foreign, listed in **EXHIBIT A** attached hereto, are the only intangible interests or properties that Employee owns, or has any claim to, at the time of execution of this Agreement. If in the course of the Employment Relationship, Employee incorporates into any of the Company's products, processes or machines any of the foregoing properties of Employee or any other property in which Employee has an interest, Employee hereby grants to the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such property as part of or in connection with such product, process or machine. Employee must first notify Company in writing prior to implementing such assets or properties.

#### **SECTION 5: MISCELLANEOUS PROVISIONS**

- 5.1 The Parties agree that this Agreement will inure to the benefit of, and be binding upon, the Company and its subsidiaries and affiliates, together with their successors and assigns, and Employee, together with Employee's executor, administrator, personal representative, heirs, and legatees.
- 5.2 Employee acknowledges and agrees that although the Employment Relationship is contingent upon the acceptance and observance of that certain Employment Agreement, this Agreement and all other rules and policies that the Company may announce from time to time, neither that certain Employment Agreement, this Agreement, nor any other rule or policy that the Company may announce, shall be construed to make the Employment Relationship other than terminable at will at any time by the Company.
- 5.3 The Parties agree that the covenants in this Agreement will be construed as covenants independent of one another and as obligations distinct from any other contract between the Parties. Any claim that either party may have against the other will not constitute a defense to enforcement of this Agreement.
- 5.4 The Parties agree that irreparable harm should be and is presumed if Employee breaches any covenant in this Agreement. Faithful observance of all covenants in this Agreement is an essential condition of the Employment Relationship, and the Company depends upon such absolute compliance. Damages may be very difficult, if not impossible, to ascertain if Employee breaches or attempts to breach a covenant in this Agreement. This Agreement is intended to protect the rights of the Company in many important ways. Even a threat of misuse of any of the Confidential Information or Intellectual Property would and will be extremely harmful, since both are essential to the business of the Company.
- 5.5 The Parties agree that this Agreement will be governed by and enforced under the laws of the State of Texas, and to the maximum extent practicable, jurisdiction and venue in any dispute relating to the subject matter hereof will be in Dallas County, Texas. The prevailing party in any

such dispute will be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses related to such dispute.

- 5.6 The Parties agree that the covenants in Sections 2 through 4 and Sub-sections 5.2, 5.4 and 5.5 hereof and this Sub-section 5.6 will survive termination of the Employment Relationship.
- 5.7 All notices under this Agreement will be made in writing and will be deemed given when: (1) hand delivered, (2) deposited in the United States mail, registered, with proper postage prepaid and properly addressed, return receipt requested, or (3) sent via telecopy to:

For Employee:  
Samer Alkhoury-Fallouh  
to be provided upon  
arrival to Dallas

For the Company:  
Dialexa, LLC  
4000 East Side Avenue  
Dallas, TX 75226

- 5.8 The Parties agree that this Agreement merges and supersedes all prior or contemporaneous agreements, undertakings, covenants, or conditions concerning confidentiality or intellectual property ownership between the Parties, whether oral or written, express or implied, to the extent they contradict or conflict with the provisions hereof.

IN WITNESS WHEREOF, the Parties accept and execute this Agreement, which is effective as of Employee's date of employment by the Company.

**Dialexa, LLC**  
a Texas Limited Liability Company

By:   
Scott Harper

**Employee**

By:   
Samer Alkhoury-Fallouh

## EXHIBIT A – EMPLOYEE’S CLAIMED INTERESTS AND RIGHTS

As of the effective date of this Agreement, Employee owns, or claims an ownership interest in and to, the following intangible interests, properties and other like rights:\_\_\_\_\_

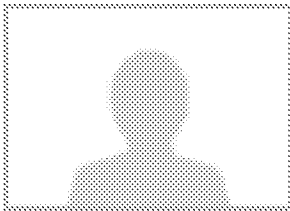
This image shows a full page of blank handwriting practice paper. It features multiple sets of horizontal lines. Each set consists of three lines: two outer lines and one central line, creating uniform rows for letter height and placement. The entire page is covered by these repeating patterns from top to bottom.

# Signature Certificate

Document Reference: C3UC99IWZT2ZN5S47SY8NN

## RightSignature

Easy Online Document Signing



Scott Harper

Party ID: JMKWZGIIJ2JKN4JD7MAG2K

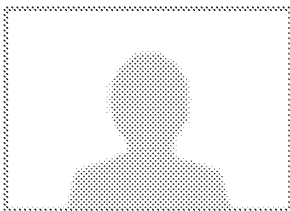
IP Address: 75.32.9.247

VERIFIED EMAIL: info@dialexa.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

27b7d0990b5e2cbfc45c81a34a2c049c40487303



Samer Alkhoury-Fallouh

Party ID: 5GH5UKJPTIRKU9K63BKY2

IP Address: 98.224.216.179

VERIFIED EMAIL: samerfallouh@gmail.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

05279e7d4f2aa871b647fc7b0300a1dc9b41ec9b



### Timestamp

2012-03-25 15:19:08 -0500

2012-03-25 15:19:08 -0500

2012-03-25 15:18:18 -0500

2012-03-25 15:09:30 -0500

2012-03-25 15:09:15 -0500

2012-03-19 20:21:39 -0500

2012-03-19 20:16:37 -0500

2012-03-19 20:16:33 -0500

### Audit

All parties have signed document. Signed copies sent to: Scott Harper and Samer Alkhoury-Fallouh.

Document signed by Scott Harper (info@dialexa.com) with drawn signature. - 75.32.9.247

Document viewed by Scott Harper (info@dialexa.com). - 75.32.9.247

Invitation to sign the document was sent to Scott Harper (info@dialexa.com).

Document signed by Samer Alkhoury-Fallouh (samerfallouh@gmail.com) with drawn signature. - 69.15.193.201

Document viewed by Samer Alkhoury-Fallouh (samerfallouh@gmail.com). - 98.224.216.179

Invitation to sign the document was sent to Samer Alkhoury-Fallouh (samerfallouh@gmail.com).

Document created by Scott Harper (info@dialexa.com). - 75.32.9.247



This signature page provides a record of the online activity executing this contract.

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