

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5462930

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	LISA KANTER	06/26/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INTUIT INC.	
<b>Street Address:</b>	2700 COAST AVENUE	
<b>City:</b>	MOUNTAIN VIEW	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94043	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29683859	
<b>Application Number:</b>	29615953	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(713)403-4201	
<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>	7134034200	
<b>Email:</b>	tnagy@fbfk.law	
<b>Correspondent Name:</b>	ROBERT P. LORD	
<b>Address Line 1:</b>	9 GREENWAY PLAZA, SUITE 500	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77046	
<b>ATTORNEY DOCKET NUMBER:</b>	37202/720001;37202/720002	
<b>NAME OF SUBMITTER:</b>	ROBERT P. LORD	
<b>SIGNATURE:</b>	/Robert P. Lord/	
<b>DATE SIGNED:</b>	04/08/2019	
<b>Total Attachments: 5</b>		
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source=LisaKanter#page5.tif		

## **EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

1. I understand that Intuit Inc. (the “**Company**”) is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Company Inventions (as defined below) and in all related worldwide patents, patent applications, copyrights, mask works, trademarks, trade secrets and other intellectual property rights (“**Intellectual Property Rights**”). Accordingly, I am entering into this agreement (“**Agreement**”) as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. I understand that during the course of my employment with the Company it is likely I will gain access to information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (“**Proprietary Information**”). Proprietary Information includes, but is not limited to, Company Inventions (as defined below), marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, supplier lists, and trade secrets.

3. I agree that, at all times, both during my employment and after I leave the Company, I will keep and hold any Proprietary Information in strict confidence and trust, and I will not use or disclose any Proprietary Information without first receiving the Company’s express written consent, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company and except if compelled by government or court order to do so. Upon leaving the Company, I will promptly give to the Company all documents, materials or property in my possession related to the Company. I will not take with me any property or copies of my work or Company related documents and materials that I have received or used, including Proprietary Information.

4. During the period of my employment, I agree to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets that I conceive or first reduce to practice or create, either alone or jointly with others, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectible as trade secrets or other Intellectual Property Rights (“**Inventions**”).

5. I understand that, under the copyright laws, any copyrightable works prepared by me within the scope of my employment are “works for hire.” Consequently, the Company will be considered the author and owner of such works.

6. I agree that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company’s business or current or anticipated research and development (“**Company Inventions**”), will be the sole and exclusive property of the Company. I agree to assign, and do hereby assign, to the Company any and all rights that I may have in any such Company Inventions and in any Intellectual Property Rights therein or related thereto. Attached hereto as Exhibit A is a list describing all inventions, original works of authorship, developments and trade secrets which were made by me (including patents, original works of authorship and developments I worked on with a prior employer) prior to the date of this

Agreement, which belong to me (or belong to me and third parties) and which are not assigned to the Company ("**Prior Inventions**"). If disclosure of any Prior Inventions would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but should only disclose a cursory name for each such invention, the owners of that invention and why full disclosure has not been made. If no such list is attached, it is because there are no Prior Inventions. I acknowledge and agree that if I use any of my Prior Inventions in the scope of my employment, or include them in any product or service of the Company, I hereby grant to the Company a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, have made, sell, import, copy, distribute, modify and create works based on, perform or display such Prior Inventions and to sublicense third parties with the same rights. I will not use or disclose any Prior Inventions in the scope of my employment at the Company if such use or disclosure would cause me to violate any obligations to any third party.

7. I also waive and agree never to assert any "**Moral Rights**" I might have in or with respect to any Company Invention even after I leave the Company. "Moral Rights" means any right to claim authorship of any Company Invention, to object to or prevent modification or destruction of any Company Invention, or to withdraw from circulation or to control the publication or distribution of any Company Invention, and any similar right existing under the judicial or statutory law of any country or treaty.

8. I agree to assist the Company in every proper way to obtain and enforce the Intellectual Property Rights and other legal protections for the Company Inventions in any and all countries. I will sign documents that the Company may reasonably request for use in obtaining and enforcing such protection. My obligations under this paragraph will continue even after I leave the Company, provided the Company will reimburse me at a reasonable rate after I leave the Company for time or expenses actually spent by me on its behalf. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for the purposes set forth in this paragraph.

9. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the company's express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise conflicts with the Company's business interest and causes a disruption of its operations.

10. During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

11. During and after the termination of my employment with the Company, I will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company if, in so doing, I access, use or disclose any Proprietary Information belonging to the Company. I acknowledge and agree that the names and addresses of the Company's customers and suppliers, and all other confidential information related to them, including their buying and selling habits and special needs, whether obtained by, or disclosed to me during my employment, constitute trade secrets of the Company.

12. I hereby authorize the Company to use, reuse, and grant others the right to use and reuse, both during and after my employment, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media) in connection with the Company's business, including any promotion, marketing or advertising of the Company or its products or services which was obtained by the Company during my employment with the Company.

13. I represent that my performance of all the terms of this Agreement and my responsibilities as an employee of the Company will not breach any invention assignment, proprietary information, nonsolicitation, noncompetition, or other agreement or obligation with any former employer or other party. I also represent that I will not bring with me to the Company or use in the performance of my responsibilities for the Company any property or materials or trade secrets of a former employer or third party that are not generally available to the public or would not have been legally transferred to the Company. I hereby authorize the Company to notify, after I leave the Company, third parties, including, without limitation, customers and actual or future employers of the terms of this Agreement and my responsibilities detailed in this Agreement. I agree to provide the Company with contact information for all of my employers during the one (1) year period after the termination of my employment with the Company.

14. I understand that any breach or threatened breach of this Agreement by me will likely result in irreparable harm and the Company will be entitled to injunctive relief to enforce this Agreement and shall have the right to recover the reasonable attorney's fees and court costs expended in connection with any litigation instituted to enforce this Agreement.

15. This Agreement will be governed and interpreted in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court or other competent tribunal to be illegal, invalid or unenforceable, then that provision will not be voided but enforced to the maximum extent allowed, and the remainder of the provision will remain in full force and effect. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

16. I have been notified and understand that the provisions of Sections 6 and 7 of this Agreement do not apply to any Company Inventions that qualify fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

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: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. 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 CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

17. This Agreement and any documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

18. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against whom enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

19. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

20. I understand that this Agreement does not constitute an employment contract or obligate the Company to employ me for any period of time. I understand that my employment with the Company is at will and may be terminated by the Company at any time and for any reason or no reason, with or without notice and with or without cause. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time.

21. This Agreement will be effective as of the first day of my employment by the Company, or upon disclosure of covered Company Proprietary Information should that disclosure occur prior to the first day of my employment, or upon the date of my signature below, whichever date occurs first.

Employee: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: Lisa Kanter  
Date: 6/26/2013

DocuSigned by:  
  
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**Exhibit A**

**LIST OF PRIOR INVENTIONS**

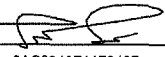
<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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Do you have any inventions?

☒ None

Yes [If yes, please list them below]

Signature of Employee:

DocuSigned by:  
  
8AC0346F14F040B...

Print Name of Employee:

Lisa Kanter

Date:

6/26/2013