## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5468010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
NATHANIEL B. SCHOLL	12/06/2013
JOSHUA PUCKETT	12/12/2017
FRANCISCO LARRAIN	01/31/2016
YISHAI LERNER	05/03/2010

### **RECEIVING PARTY DATA**

Name:	GROUPON, INC.
Street Address:	600 W. CHICAGO AVE
Internal Address:	SUITE 620
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60654

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16380526	

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 704-444-1000

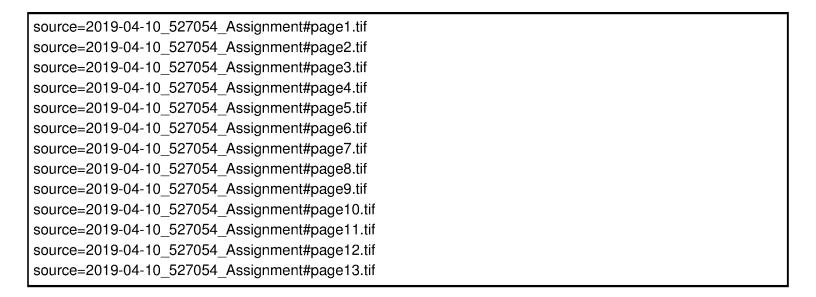
Email: usptomail@alston.com
Correspondent Name: ALSTON & BIRD LLP

Address Line 1: BANK OF AMERICA PLAZA

Address Line 2: 101 SOUTH TRYON STREET, SUITE 4000
Address Line 4: CHARLOTTE, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	058407/527054
NAME OF SUBMITTER:	POOYA SHOGHI
SIGNATURE:	/Pooya Shoghi/
DATE SIGNED:	04/10/2019
	•

**Total Attachments: 13** 



### **ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

Groupon, Inc. 600 W. Chicago Ave., Suite 620 Chicago, Illinois 60654

its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries in and to the inventions as set forth in the United States Patent Application(s) identified on the attached Schedule A and any and all application(s) for United States Letters Patent(s), including all divisional, renewal, substitute, continuation, nonprovisional, continuation-in-part, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

The undersigned hereby grant(s) an authorized representative of Assignee the power to insert in this Assignment any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

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12/6/2013	1 Min Str		
Date	Nathaniel B. Scholl		
Wendywiyers Witness	Date: 12/6/2013		
Witness	Date:		

# Schedule A

	Nathaniel B. Scholl			
A&B Matter Application Number		Title	Filing Date	
4	28907	13/839,226	Deal Generation Using Point- Of-Sale Systems And Related Methods	3/15/2013
4	31022	13/839,414	Online Ordering For In-Shop Service	3/15/2013

### ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

### Groupon, Inc. 600 W. Chicago Ave., Suite 620 Chicago, Illinois 60654

its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries in and to the inventions as set forth in the United States Patent Application(s) identified on the attached Schedule A and any and all application(s) for United States Letters Patent(s), including all divisional, renewal, substitute, continuation, nonprovisional, continuation-in-part, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

The undersigned hereby grant(s) an authorized representative of Assignee the power to insert in this Assignment any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

12/12/2017	/ Joshua Puckett/
Date	Joshua PUCKETT

## Schedule A

A&B	Serial No.	Filing Date	Title
Matter			
Nos.			
416990	61/618,338	3/30/2012	Generating Deal Offers And Providing
			Analytics Data
417699	61/640,647	4/30/2012	Deal Generation Using Point-Of-Sale
			Systems And Related Methods
420137	61/661,291	6/18/2012	Facilitating Consumer Payments And
			Redemptions Of Deal Offers
421509	61/707,664	9/28/2012	Facilitating Reward Program For
			Consumer Transactions And
			Redemptions Of Deal Offers
423299	61/706,664	9/27/2012	Online Ordering For In-Shop Service
426056	61/715,765	10/18/2012	Facilitating Reward Program For
			Consumer Transactions And
			Redemptions Of Deal Offers
428895	13/842,726	3/15/2013	Facilitating Consumer Payments And
			Redemptions Of Deal Offers
428900	13/833,548	3/15/2013	Generating Promotion Offers And
			Providing Analytics Data
428907	13/839,226	3/15/2013	Deal Generation Using Point-Of-Sale
			Systems And Related Methods
431022	13/839,414	3/15/2013	Online Ordering For In-Shop Service
431246	13/842,813	3/15/2013	Facilitating Consumer Payments And
			Redemptions Of Deal Offers
437756	14/039,453	9/27/2013	Facilitating Reward Program For
			Consumer Transactions And
			Redemptions Of Deal Offers

# DECLARATION AND ASSIGNMENT FOR PATENT AND DESIGN APPLICATIONS

Title of	DEAL GENERATION USING POINT-OF-SALE SYSTEMS AND
Invention	RELATED METHODS

As the below named inventor, I, hereinafter referred to as the undersigned, hereby declare that:

This d	eclaration is directed to:
	the attached application, or
$\boxtimes$	United States Application or PCT International Application No. <u>13/839,226</u> , filed on
	<u>3/15/2013;</u>
$\boxtimes$	Application claims priority from Application No. 61/640,647, filed on 04/30/2012, all
	applications listed above being hereinafter referred to as the "application(s)";

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

Whereas, I have invented certain new and useful improvements in the application identified above; and

Whereas,

### GROUPON, INC.

600 West Chicago Avenue, Suite 620 Chicago, IL 60654

hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in the application identified above, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells and assigns, unto said assignee its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention identified above, including said application for United States Letters Patent, all divisional, renewal, substitute, continuation, nonprovisionals, continuation-inparts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

This Assignment is deemed to be effective at least as early as the earliest priority date.

LEGAL NAME OF INVENTOR		
Mm	(Signature)	Date: 1/3/ 16
Inventor: Francisco Larrain		
Witness	Ž	Vitness Name (Printed)
Witness		Vitness Name (Printed)

# EMPLOYEE CONFIDENTIALITY, INVENTIONS AND NON-SOLICITATION AGREEMENT

This Agreement sets forth in writing certain understandings and procedures in effect as of the date of my initial employment with Groupon Mobly, Inc., a Delaware corporation, which, along with its parent company, Groupon, Inc. and any and all affiliates or subsidiaries, shall be referred to herein as the "Company."

- In return for the Duties. compensation and benefits now and hereafter paid or provided to me, I hereby agree to perform those duties for Company as Company may designate from time to time. During my employment with Company, I further agree that I will (i) devote my best efforts to the interests of Company, and (ii) not engage in other employment or in any conduct that could either be in direct conflict with Company's interests or that could cause a material and substantial disruption to Company and (iii) otherwise abide by all of Company's policies and procedures as they may be established and updated from time to time. Furthermore, I will not (a) reveal, disclose or otherwise make available to any unauthorized person any Company password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, cell phone, smartphone, personal digital assistant technical software or related (PDA), documentation that the Company issues to me. I will not input, load or otherwise attempt any unauthorized use of software in any Company computer or other device, whether or not the computer or device is assigned to me.
- 2. "Proprietary Information"
  Definition. "Proprietary Information" means (a)
  any information that is confidential or
  proprietary, technical or non-technical
  information of Company, including for example
  and without limitation, information that is a
  Company Innovation or is related to any

- Company Innovations (as defined in Section 4 techniques, below), concepts, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, customers and suppliers and any other nonpublic information that has commercial value or (b) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party or otherwise that I may learn during my employment with Company.
- Ownership and Nondisclosure 3. of Proprietary Information. All Proprietary Information and all worldwide: patents (including, but not limited to, any and all patent continuations, applications, patents, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide intellectual property and other rights in and to the Proprietary Information are the property of Company, Company's assigns, Company's customers and Company's suppliers, as applicable. I will not disclose any Proprietary Information to anyone outside Company, and I will use and disclose Proprietary Information to those inside Company only as necessary to perform my duties as an employee of Company. If I have any questions as to whether information is Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, I will ask my manager at Company
- 4. "Innovations" Definition. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not

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protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

- Disclosure and License of Prior 5. Innovations. I have listed on Exhibit A ("Prior Innovations") attached hereto all Innovations relating in any way to Company's business or research demonstrably anticipated development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations"). I represent that I have no rights in any such Company-related Innovations other than those ("Prior Exhibit A Innovations listed in Innovations"). If nothing is listed on Exhibit A ("Prior Innovations"), I represent that there are no Prior Innovations at the time of signing this Agreement. I hereby grant to Company and designees royalty-free, Company's irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Innovations that I, solely or jointly with others, conceive, develop or reduce to practice within the scope of my employment with Company (the "Company Innovations"). Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.
- 6. <u>Disclosure and Assignment of Company Innovations</u>. I will promptly disclose and describe to Company all Company Innovations. I hereby do and will assign to Company or Company's designee all my right, title, and interest in and to any and all Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable

- rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, such Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company, any of Company's successors in interest, or any of Company's customers. This Section 6 shall not apply to any Innovations that (a) do not relate, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation to Company's business or actual or demonstrably anticipated research, development or business; and (b) were developed entirely on my own time; and (c) were developed without use of any of Company's equipment, supplies, facilities or trade secret information; and (d) did not result from any work I performed for Company.
- 7. Future Innovations. I will disclose promptly in writing to Company all Innovations conceived, reduced to practice, created, derived, developed, or made by me within the scope of my employment with the Company and for three (3) months thereafter, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be considered Company Innovations. Company will receive any such information in confidence.
- Innovations to Employees in California. This Agreement does not apply to an Innovation that qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code. I acknowledge that a condition for an Innovation to qualify fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code is that the invention must be protected under patent laws. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification.

- Cooperation in Perfecting Rights to Company Innovations. I agree to perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations as provided under this Agreement, I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.
- Return of Materials. At any 10. time upon Company's request, and when my employment-with-Company-is-over, I-will-returnall materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, cellular phones, smartphones, personal digital assistants or similar items or devices that the Company has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.
- Parties. During my employment with Company, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with Company or (b) disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to any

- previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this Agreement.
- 12. <u>Survival</u>. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.
- No Solicitation Proprietary Information. During the course of my employment with Company, and after the termination thereof, I shall not use any Company Proprietary Information (as defined in Section 2 above) in order to solicit Company's customers, suppliers, licensees, licensors, franchisees, consultants or other business associates or to encourage any of same to cease doing business with Company. In addition, throughout my employment with Company and for one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees or independent contractors of Company to terminate their employment with Company.
- 14. <u>No Disparagement.</u> During my employment with Company and after the termination thereof, I will not disparage Company, its products, services, agents or employees.
- 15. <u>Injunctive Relief.</u> I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law, without the need to post a bond.
- 16. <u>Notices</u>. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal

delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may provide in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

Governing Law; Forum. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Company and I each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in California for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

- 18. Severability. If an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 19. Waiver: Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.
- 20. Entire Agreement. This Agreement, including any agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

"COMPANY"	EMPLOYEE:
Groupon Mobly, Inc., Groupon, Inc., and their affiliates and sybsidiaries	
Ву:	Ву:
Title PRESIDENT	Title
Dated: <u>6-4-10</u>	Dated:

[Signature Page of Employee Confidentiality, Inventions and Non-Solicitation Agreement]

delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may provide in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

Governing Law; Forum. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed enfirely within California between California residents. Company and I each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in California for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

- 18. <u>Severability</u>. If an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected:
- 19. Waiver: Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.
- 20. Entire Agreement. This Agreement, including any agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

"d	OMPANY"	EMPLOYER.
	oupon Mobly, Inc., Groupon, Inc., and their iliates and subsidiaries	
Ву	;	By: Yichai Leiner
Ti	ile	Title VP of Mobile Engineering
	ated:	Dated: May 3ct 2010
		Inventions and Non-Solicitation Agreement]

### Exhibit A

### PRIOR INNOVATIONS

Check one of the following:

TM NO SUCH PRIOR INNOVATIONS EXIST.

OR

YES, SUCH PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):

WEST\21940275.1

### Exhibit B

## LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company'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 Company's business, or actual or demonstrably anticipated research or development of Company; or
  - (2) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding Section, the provision is against the public policy of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

Groupon Morty Inc., Groupon, Inc., and their affiliates and subsidiaries	
By:	(Printed Name of Employee)
Title PREJIDENT	4. 2. 0010
Date: MAY 4H 2010	Date: May 3rd. 2010

WEST\21940275.1