

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5538375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIDENTIAL INFORMATION AGREEMENT WITH ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY THOMPSON	03/05/2012
RECEIVING PARTY DATA	
Name:	SMULE, INC.
Street Address:	139 TOWNSEND STREET
Internal Address:	SUITE 300
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16296391
CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5128678433
Email:	paula.cunningham@haynesboone.com
Correspondent Name:	HAYNES AND BOONE LLP
Address Line 1:	2323 VICTORY AVENUE
Address Line 2:	SUITE 700
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	50342.69US03
NAME OF SUBMITTER:	PAULA S. CUNNINGHAM
SIGNATURE:	/Paula S. Cunningham/
DATE SIGNED:	05/23/2019
Total Attachments: 6	
source=50342_69US03_Greg_Thompson-Confidential_Agreement#page1.tif	
source=50342_69US03_Greg_Thompson-Confidential_Agreement#page2.tif	
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Thompson

SMULE, INC. CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my hiring by Smule, Inc. (the "Company") and the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

- a. Company Information. I agree at all times, both during and after the termination of my employment for any reason whatsoever (whether with or without cause), to hold in strictest confidence, and not to use or to disclose or make accessible to any person or entity, without the prior written authorization of an executive officer of Company, any past, present or future trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, employee information or other subject matter pertaining to any business of Company or any of its affiliate, clients, consultants, licensees or licensors (collectively, "Company Information"). I understand that Company Information shall be solely owned by Company, its successors and assigns, and that I may use Company Information solely for the benefit of Company as directed by Company. I agree not to reproduce or remove from Company's premises (unless so authorized) any notes, data, reference materials, sketches, drawings, memoranda, documentation of records. I agree to take whatever steps are necessary to preserve the confidentiality of any and all Company Information I have received or do receive by virtue of my employment with Company.
- b. Former Employer Information. I agree that I will not, during my employment with Company, use or disclose any confidential or proprietary information or trade secrets of my former or concurrent employers or company, if any, and that I will not bring onto the premises of Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.
- c. Third Party Information. I recognize that Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I understand and agree that such information is the sole property of such third parties and that I owe Company and such third parties, both during the term of

my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or entity (except as necessary in carrying out my work for Company party) or to use it for the benefit of anyone other than for Company or such third party (consistent with Company's agreement with such third party) without the express written authorization of an executive officer and the governing body of such third party.

- d. Exceptions. My obligations under this Section shall not apply to information which is or becomes generally known other than through my acts in violation of this Agreement. In addition, if I am requested or required by oral questions, interrogatories, requests for information, subpoenas, civil investigative demand, or similar process to disclose any Company Information or third party information described in Section 1(c), it is agreed that I will provide the Company and/or the third party with prompt written notice of such request(s) so that the Company and/or the third party may seek an appropriate protective order. If, failing the entry of a protective order, I am, in the opinion of my counsel compelled to disclose any such information under pain of liability for contempt or other censure or penalty, I may disclose only that portion of such information as is legally required without liability hereunder; provided, that I agree to exercise my reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

2. Disclosing and Assigning Inventions and Original Works

- a. Prior Inventions and Original Works. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with Company, which belong to me alone or jointly with others, which relate to Company's proposed business, products or research and development, and which are not assigned to Company; if "none" is stated on Exhibit A, I therefore represent that there are no such inventions, works of authorship, developments, improvements or trade secrets. If, in the course of my employment with the Company, I incorporate into a Company product,

process or machine any such invention, original work of authorship, development, improvement or trade secret owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such invention.

- b. Inventions and Original Works Assigned to Company. I agree that I will promptly make full written disclosure to Company, will hold in trust for the sole right and benefit of Company and I hereby assign to Company all my right, title, and interest in and to any and all inventions (and patent rights with respect thereto), original works of authorship (including all copyrights with respect thereto), developments, improvements or trade secrets which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice during the period of time I am in the employ of Company.
- c. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment to Company do not apply to any invention made by an employee of Company which qualifies fully under the provisions of Section 2870 of the California Labor Code (as set forth in Exhibit B hereto). I will advise Company promptly in writing of any inventions that I believe meet the criteria of Section 2870 of the California Labor Code. I understand that Company will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed in writing to Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.
- d. Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright laws are "works made for hire," as that term is defined in the United States Copyright Act (17 USC, section 101) and that I am an employee as defined under that Act. I further agree from time to time to execute written transfers to Company evidence of ownership of specific original works of authorship (and all copyrights therein) made by me (solely or jointly with others) which may, despite the preceding sentence, be deemed by a court of law not to be works made for hire, and which are being assigned by me to Company pursuant to this Agreement in such form as is acceptable to Company in its reasonable discretion.
- e. Maintenance of Records. I agree to keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or

development developed or made by me (solely or jointly with others) during the term of my employment with Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Company. The records will be available to and remain the sole property of Company at all times.

- f. Obtaining Letters, Patent and Copyright Registrations. I agree to assist Company to obtain United States or foreign letters patent and copyright registrations (and to execute any transfers of ownership of letters patent as reasonably requested by Company) covering inventions and original works of authorship assigned hereunder to Company. Such obligation shall continue beyond the termination of my employment, but Company shall compensate me at a reasonable rate for time actually spent by me at Company's request on such assistance after such termination. If Company is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for United States or foreign letter patent or copyright registrations (or on any document transferring ownership thereof) covering inventions or original works of authorship assigned to Company under this Agreement, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letter patent or copyright registrations or transfers thereof with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions and works of authorship and shall survive my death or disability. I hereby quitclaim to Company any and all claims of any nature whatsoever which I now or may hereafter have for infringement of any patents or copyright resulting from or relating to any such application for letters patent or copyright registrations assigned hereunder to Company.

3. Conflicting Employment

I agree that, during the term of my employment with Company, I will not engage in any other employment, occupation, consulting or other commercial activity directly related to the business in which Company is now involved or becomes involved during the term of my employment, and I will not engage in any other activities that conflict with my obligations to Company.

4. Returning Company Documents

I agree that, at the time of leaving the employ of Company (or at any prior time at the request of Company), I will deliver to Company (and will not keep in my possession or deliver to anyone else) any and all computer programs (including without limitation source and object code versions), devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, flow charts, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

5. Customer Lists and Employees

I agree that I shall not for a period of six (6) months immediately following the termination of my relationship with Company for any reason, directly or indirectly: (1) call on, solicit, or take away any of the customers of Company on whom I called or with whom I became acquainted during the period of my employment with Company, either for myself or for any other person or entity, or (2) solicit or take away, or attempt to solicit or take away any employees of Company, either for myself or for any other person or entity. I understand and agree that, to the extent that Company's employee and customer lists and related information constitute trade secrets, my duties hereunder shall continue for the six month period described above or for as long as such information remains a trade secret, whichever period is longer.

6. Representations

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement and of my employment with Company will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, either during or after the termination of my employment with Company, any oral or written agreement in conflict herewith. I further agree to notify all of my present, future and prospective employers of the existence of this Agreement and recognize Company's right to do the same.

7. Injunctive Relief

I agree that it would be difficult to measure the damage to Company from any breach by me of the covenants set forth in Sections 1, 2, 3, 4, 5 and 6 herein, that injury to Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, I agree that if I breach Sections 1, 2, 3, 4, 5 and 6 or any of them, Company shall be entitled, in addition to all other remedies it may have, to immediate injunctions or other appropriate orders to restrain any such breach.

8. No Effect on At-Will Employment

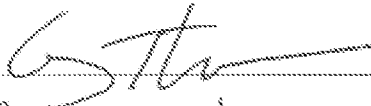
I acknowledge that, unless otherwise specified in a writing separate from this Agreement, my employment or other work relationship with Company is strictly at-will and that Company or I may terminate such relationship at any time, for any reason, with or without cause. I further acknowledge that nothing in this Agreement is intended as or constitutes a limitation on the right of either Company or myself to terminate such relationship at will.

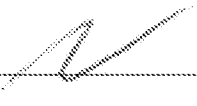
9. General Provisions

- a. Governing Law. This Agreement will be governed by the laws of the State of California.
- b. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. This Agreement is not intended to limit any rights that Company may have under any other agreement or at law with respect to inventions, original works of authorship, trade secrets or other proprietary rights.
- c. Enforceability. If any provision of this Agreement shall be determined under applicable law, to be overly broad in duration, geographical coverage, substantive scope, or otherwise, such provision shall be deemed narrowed to the broadest term permitted by applicable law and shall be enforced as so narrowed. If any provision of this Agreement nevertheless shall be unlawful, void, or unenforceable, it shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.
- d. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Company, its successors, and its assigns.
- e. Expenses. The prevailing party in any action or proceeding between myself and Company arising out of or related to this Agreement shall be entitled to recover from the other party all of its costs and expenses, including without limitation reasonable attorney's fees, incurred in connection with such action or any appeal of such action.

"Hired Party"

"Company"
Smule, Inc.

Signature: 
Name: Gregory Thompson
Title: Senior Software Engineer
Date: 3/5/12

Signature: 
Name: Jeffrey C. Smith
Title: Chairman and CEO
Date: 3-5-12

[Signature Page to Confidential Information Agreement]

EXHIBIT B

**CALIFORNIA LABOR CODE SECTION 2870
EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS**

(a) 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 actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) 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 subdivision (a), the provision is against the public policy of this state and is unenforceable.