

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5570559

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAUL ESCOBAR	03/07/2012
RECEIVING PARTY DATA		
Name:	GRUPO GALLEGOS	
Street Address:	300 PACIFIC COAST HIGHWAY	
Internal Address:	#200	
City:	HUNTINGTON BEACH	
State/Country:	CALIFORNIA	
Postal Code:	92648	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15617519
CORRESPONDENCE DATA		
Fax Number:	(202)778-2201	
<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:	2029551500	
Email:	patdcdoCKET@hunton.com	
Correspondent Name:	HUNTON ANDREWS KURTH LLP	
Address Line 1:	2200 PENNSYLVANIA AVENUE NW	
Address Line 4:	WASHINGTON, D.C. 20037	
ATTORNEY DOCKET NUMBER:	72195.000024	
NAME OF SUBMITTER:	STEVEN L. WOOD	
SIGNATURE:	/Steven L. Wood/	
DATE SIGNED:	06/13/2019	
Total Attachments: 4		
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GrupoGallegos

**EMPLOYEE CONFIDENTIALITY AND
NON-SOLICITATION AGREEMENT**

In partial consideration of, and as a condition to the undersigned employee's ("Employee") employment or continued employment by Grupo Gallegos, Employee hereby acknowledges and agrees that:

1. As an employee of Grupo Gallegos, Employee has been given or will be given various Grupo Gallegos Trade Secrets (as defined under applicable law) and Confidential Information (as defined below) of value and such importance to Grupo Gallegos that it must be maintained as proprietary and confidential trade secrets of Grupo Gallegos, during and after the termination of Employee's employment. "Confidential Information" means any information of or relating to Grupo Gallegos' business and clients which Employee learns or develops during the course of employment with Grupo Gallegos that (1) is not generally known to the public, and (2) has commercial value in Grupo Gallegos' business, whether or not it has been reduced to writing and whether or not it is protected by copyright, trademark or other intellectual property principles. Such information includes, but is not limited to, client lists, current and prospective client information, including financial information and purchasing history, campaign strategies, programs, projects, technical data, "know-how," procedures, manuals, confidential reports and communications, financial information of any nature whatsoever, and any other confidential information which provides Grupo Gallegos with a competitive advantage. Confidential Information also includes information concerning the business and operation of any and all clients of Grupo Gallegos, which becomes known to Employee by reason of Employee's performance of the services for Grupo Gallegos as an employee of Grupo Gallegos, on behalf of any such client, and which information any client advises Grupo Gallegos in writing that it considers to be confidential in nature.
2. All Confidential Information and Trade Secrets, and all physical and electronic embodiments thereof, are confidential and are and will remain the sole and exclusive property of Grupo Gallegos. During the term of employment, or at any time following the termination of Employee's employment with Grupo Gallegos, Employee agrees that he/she shall protect any Confidential Information and Trade Secrets and shall not, except in connection with the performance of his/her remaining duties for Grupo Gallegos, take, possess, use, disclose, copy, reproduce, distribute or otherwise disseminate any Confidential Information or Trade Secrets, or any physical or electronic embodiments thereof, to any third party. Employee will take no action causing, or fail to take any action necessary to prevent, any Confidential Information or Trade Secrets disclosed to or developed by Employee to lose its character as such; provided, however, that Employee may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Employee will promptly notify Grupo Gallegos of such order or subpoena, a reasonable time prior to such disclosure so that Grupo Gallegos has the opportunity to protect its interests.
3. Employee agrees that all marketing campaigns for Grupo Gallegos and its customers and materials developed for such marketing campaigns ("Marketing Campaign Materials"), whether created by Employee solely or jointly with others, including, but not limited to, written materials, electronic materials, websites, and social media accounts, are the sole and exclusive property of Grupo Gallegos. Upon request by Grupo Gallegos and, in any event, upon termination of the Employee's employment with Grupo Gallegos for any

reason, Employee will promptly provide to Grupo Gallegos (within twenty-four (24) hours) access to all Marketing Campaign Materials to which Employee has access, including, but not limited to, providing account or log-in names, passwords, and codes.

4. Upon request by Grupo Gallegos and, in any event, upon termination of the Employee's employment with Grupo Gallegos for any reason, Employee will promptly deliver to Grupo Gallegos (within twenty-four (24) hours) all property belonging to Grupo Gallegos, including but without limitation, all Confidential Information, Trade Secrets, and Marketing Campaign Materials, including all electronic and physical embodiments thereof, supplied to or created by Employee in connection with his/her employment with Grupo Gallegos in his/her possession or control, and all of Grupo Gallegos' equipment and other materials in his/her possession or control. In addition, Employee agrees to permanently delete any electronic records of Confidential Information, Trade Secrets, and Marketing Campaign Materials, including information concerning any existing or prospective client or employee of Grupo Gallegos, that may exist or be stored on any third party website, third party e-mail system, personal digital assistant devices, cell phones and/or business or social networking sites. This includes permanent deletion of electronic records of Confidential Information and Trade Secrets that would permit Employee to create a compilation of information (including lists) about any of Grupo Gallegos' clients, prospective clients, or employees. Employee agrees to allow Grupo Gallegos, at its request, to verify return of Grupo Gallegos' Confidential Information, Trade Secrets, Marketing Campaign Materials, company property and documents and information and/or permanent deletion of the same through inspection of personal computers, personal storage media, third-party websites, third-party e-mail systems, personal digital assistant devices, cell phones and/or business or social networking sites on which company information was stored during Employee's employment with Grupo Gallegos.
5. During the term of Employee's employment and for a period of one (1) year subsequent to the termination of Employee's employment, Employee will not, directly or indirectly, either on Employee's own behalf or on behalf of any other person, firm or corporation, use Confidential Information, Trade Secrets or any other unfair business practice, to solicit or attempt to solicit any client which was a client of Grupo Gallegos at any time within one (1) year prior to the date of such termination, and with whom Employee worked during his/her employment at Grupo Gallegos and about whom Employee was given Confidential Information or Trade Secrets.
6. Employee does hereby assign to Grupo Gallegos the entire right, title and interest in any Invention (defined below) and Trade Secrets which are created, made, conceived, either solely or jointly with others, during Employee's employment with Grupo Gallegos. Employee agrees to promptly disclose to Grupo Gallegos all such Inventions and Trade Secrets. Employee will, if requested, promptly execute and deliver to Grupo Gallegos a specific assignment of title for an Invention or Trade Secret and will, at the expense of Grupo Gallegos, take all reasonably required action by Grupo Gallegos to patent, copyright or otherwise protect the Invention or Trade Secret, including, without limitation, providing full cooperation in litigation and other proceedings to establish or protect such Invention or Trade Secret. Employee further agrees that any copyright in the expression of a Trade Secret or Confidential Information shall be the property of Grupo Gallegos, and that any patent rights and any Inventions developed by the use of Confidential Information or Trade Secrets shall be the exclusive property of Grupo Gallegos. "Inventions" means contributions, discoveries, improvements and ideas and works of authorship, whether or not patentable or copyrightable, (1) which relate directly to Grupo Gallegos' Business, or (2) which result from any work performed by Employee or by Employee's fellow employees for Grupo Gallegos, or (3) for which equipment, supplies, facilities, Confidential Information or Trade Secrets of Grupo Gallegos are used, or (4) which is developed on Grupo Gallegos' time. The provisions set forth in this Section do not apply to any invention that is completely unrelated to Employee's work with Grupo Gallegos and which qualifies fully under the provisions of California Labor Code Section 2870. Employee hereby covenants that he/she will advise Grupo Gallegos promptly in writing of any inventions that he/she believes meet the criteria in California Labor Code Section 2870.

7. Nothing contained herein shall be in derogation or a limitation of the rights of Grupo Gallegos to enforce its rights or the duties of Employee under the applicable law relating to Trade Secrets.
8. Employee acknowledges that if he/she breaches or threatens to breach any of the provisions of this Agreement, his/her actions will cause irreparable harm and damage to Grupo Gallegos which cannot be compensated by damages alone. Accordingly, if Employee breaches or threatens to breach any of the provisions of this Agreement, Grupo Gallegos shall be entitled to injunctive relief, in addition to any other rights or remedies Grupo Gallegos may have. Employee hereby waives the requirement for a bond by Grupo Gallegos as a condition to seeking injunctive relief. The existence of any claim or cause of action by Employee against Grupo Gallegos, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Grupo Gallegos of Employee's agreements under this Agreement.
9. Employee attests that, during his/her employment with the Company, he/she has not and will not offer, disclose or use on Employee's own behalf or on behalf of Grupo Gallegos any information Employee received prior to employment by Grupo Gallegos which was supplied to Employee confidentially (or which Employee should reasonably know to be confidential) by any prior employer, without written approval of such employer.
10. Employee represents and agrees that any work that Employee produces has not and will not utilize another's trade secrets, infringe on another's copyright or, to the best of Employee's knowledge, violate any other proprietary rights of another. Employee agrees to hold the Company harmless from any claims and losses based on his/her violation of this Agreement.
11. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by both parties to this Agreement.
12. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and such invalid provision will be deemed to be severed from the Agreement. In the event of any breach by Employee of any of the covenants hereinabove contained, Grupo Gallegos will be entitled, in addition to any other remedies which it may have, to equitable relief by way of injunction or otherwise.
13. This Agreement shall be governed and construed in accordance with the laws of the State of California (without giving effect to the conflict of law principles thereof). Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted and litigated only in Orange County, California.
14. This Agreement shall inure to the benefit of, and be binding upon, Grupo Gallegos and its successors and assigns, whether by merger, consolidation, reorganization, sale of assets, or otherwise. All obligations imposed upon Employee and all rights granted to Grupo Gallegos under this Agreement shall be final, binding, and conclusive upon Employee's heirs, executors, administrators, and successors. This Agreement is personal to Employee and may not be assigned in any way by Employee without the prior written consent of Grupo Gallegos.
15. This Agreement sets forth the entire agreement and understanding between Grupo Gallegos and Employee with respect to the subject matter hereof and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof. This Agreement may be amended, modified or terminated only by a written instrument signed by the parties hereto.

16. In the event that Employee's employment is terminated for any reason, Employee hereby consents to the notification by Grupo Gallegos to Employee's new employer of Employee's rights and obligations under this Agreement.
17. Each party to this Agreement has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, has executed this Agreement based upon such party's own judgment and advice of counsel (if any), knowingly, voluntarily, and without duress, agrees to all of the terms set forth in this Agreement, and has received a copy of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of authorship of any provision of this Agreement. Except as expressly set forth in this Agreement, neither the parties nor their affiliates, advisors and/or their attorneys have made any representation or warranty, express or implied, at law or in equity with respect of the subject matter contained herein.

Agreed:

GRUPO GALLEGOS

By (signature): _____

Print name: _____

Date: _____

EMPLOYEE

By (signature): 

Print name: SAUL ESCOBAR

Date: 03/07/2012