

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HARSH KUPWADE-PATIL	07/15/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NET.ORANGE, INC.
<b>Street Address:</b>	5000 QUORUM DRIVE
<b>Internal Address:</b>	SUITE 400
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75254
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16679078
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)855-6371
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	NANHT-003C3
<b>NAME OF SUBMITTER:</b>	WILLIAM J. BRUCKER
<b>SIGNATURE:</b>	/WILLIAM J. BRUCKER/
<b>DATE SIGNED:</b>	11/12/2019
<b>Total Attachments: 9</b>	
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new employee kit

## employee agreement

This Net.Orange, Inc. Employee Agreement (this "Agreement") is entered into on 03/15/2013 between Net.Orange, Inc. (together with its subsidiaries, divisions and current and future affiliates, collectively, "NDO"), and HARSH KUTWADE PATIL ("you").

This Agreement sets forth and confirms certain understandings between you and NDO and third parties who have provided confidential information to NDO ("Third Party Beneficiaries") with respect to your employment with NDO and your responsibilities and obligations to NDO.

In consideration of you entering into this Agreement, in addition to the commencement of your employment with NDO and the compensation paid to you, NDO will provide you with one or more of the following: (1) Confidential Information (as defined below) of NDO, (2) specialized training regarding NDO's business and/or (3) authorization to have contact with and develop business relationships with customers and prospective customers of NDO on NDO's behalf. You agree not to use any of these items to damage NDO's business interests during employment and for a reasonable period of time thereafter. The specific obligations and restrictions you agree to abide by in order to fulfill this obligation are set forth below.

### 1. Effectiveness.

This Agreement shall become effective on the earlier of (a) commencement of your employment with NDO, or (b) the date and time at which any Confidential Information (as defined below) was or is first disclosed to you.

### 2. Protection of NDO's Confidential Information.

a. Confidential Information. NDO has and will develop, compile and own certain proprietary and confidential information that has great value in its business ("Confidential Information"). Confidential Information includes all information which is not generally known to NDO's competitors and the public, and which has or could have commercial value to NDO's business. It includes not only information disclosed by NDO and Third Party Beneficiaries (including, but not limited to, NDO's clients, prospective clients, vendors, and partners) to you during the course of your employment with NDO, but also information developed or learned by you during the course of your employment with NDO, such as inventions, as defined below.

"Confidential Information" includes, but is not limited to:

(i) Application, data base, and other computer software developed or acquired by NDO, whether now or existing in the future, and all modifications, enhancements and versions of the software and all options available with respect to the software, and all future products developed or derived from the software;



(ii) Source and object codes, flowcharts, algorithms, coding sheets, routines, subroutines, design concepts and related documentation and manuals;

(iii) Marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials and information relating to NDO's business and activities and the manner in which NDO does business;

(iv) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer related equipment or technology, techniques, "know-how", designs, drawings and specifications;

(v) Organizational charts, internal telephone lists and employee directories, salary information, benefits, and other personnel information that is not publicly available;

(vi) Any other materials or information related to the business or activities of NDO that are not generally known to others engaged in similar businesses or activities;

(vii) All ideas which are derived from or relate to your access to or knowledge of any of the above enumerated materials and information; and

(viii) Any materials or information related to the business or activities of the Third-Party Beneficiaries that are received by NDO in confidence or subject to nondisclosure or similar covenants, including without limitation, confidential proprietary business records, financial information, trade secrets, strategies, methods and practices of licensees of NDO software

Confidential Information does not include inventions or other confidential information, if any, listed on Exhibit B of this Agreement.

b. Protection of Confidential Information. During and after the term of your employment with NDO, you agree to keep confidential, and not to disclose to any person, association, firm, corporation or other entity in any manner, directly or indirectly, any of the Confidential Information (in whatever form), received, acquired, or developed by you through your association with NDO, or use, or permit any person, association, firm, corporation or other entity to use, in any manner, directly or indirectly, any such Confidential Information. You agree to maintain the confidentiality of the Confidential Information during your employment and perpetually after the date of your termination.



c. Non-Solicitation of Clients, Affiliates, or Employees; Non-Compete. You acknowledge the highly confidential nature of information regarding NDO's clients, affiliates, employees, agents, independent contractors, suppliers, and consultants. You could cause irreparable harm to NDO that could not be adequately compensated by money damages if you solicited the business of NDO's customers, or induced employees of NDO to work for you or for a Competitor of NDO. A "Competitor" is an entity that markets services or software that compete with one or more NDO service offering or software product. Therefore, during your employment and for a period of twelve (12) months thereafter, you must not directly or indirectly: (1) solicit for employment or hire any employee of NDO or anyone who was an employee of NDO at any time during the preceding six (6) months; or (2) cause or encourage any other party to do so. For a period of nine (9) months after the termination of your employment with NDO, you must not, for your own account or for the account of any other person or entity, solicit, call on or provide competing services for any of NDO's customers or prospective customers if you have solicited, called on or performed services for that NDO customer or prospective customer during the twelve (12) months preceding your termination from NDO. You must not make any written or oral statement about NDO, its employees, customers, suppliers or agents that is (i) untrue, derogatory or defamatory, or (ii) designed to embarrass or criticize any of the foregoing.

d. Exclusive Employment. During your employment with NDO, you will devote your entire business time and attention to supporting, developing and improving the business and best interests of NDO and will carry out to the best of your ability such duties, tasks and responsibilities as NDO may request of or assign to you from time to time. Further, you will not do anything to compete with NDO's present or contemplated business, nor will you plan or organize any competitive business activity. You will not enter into any agreement that conflicts with your duties or obligations to NDO.

e. Compliance with Securities Laws. You acknowledge that some of NDO's clients are publicly held companies, and that the United States securities laws prohibit any person who has material, non-public information about a public company from purchasing or selling securities of that company, or from communicating that information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase and sell those securities. You agree that you will not use, or cause or enable any third party, whether directly or indirectly, to use, any Confidential Information, or other material non-public information regarding NDO's clients or their affiliates in violation of U.S. securities laws or any other applicable securities laws.



f. Proprietary Information or Trade Secrets of Others. You will not disclose to NDO, or use, or induce NDO to use, any proprietary information or trade secrets of others. You represent and warrant that you have returned all property and confidential information belonging to all prior employers. You further represent and warrant that you have no other agreements, relationships or commitments to any other person or entity that conflict with your obligations to NDO under this Agreement.

g. No Authority to Bind NDO. You understand and agree that you do not have any authority to enter into any agreements on behalf of NDO and you shall not sign or otherwise consent (including via electronic consents provided by way of click wrap or shrink wrap) to any agreements on behalf of NDO. The only exceptions to this clause shall be when you have been provided with written authorization signed by the Chief Executive Officer or President of NDO authorizing you to act as a signatory on behalf of NDO.

### 3. Inventions.

a. Disclosure of Inventions. You will promptly disclose in writing to NDO all discoveries, developments, computer code whether in source or object code format, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by you (either alone or jointly with others) during the period of your employment with NDO, whether at the request or upon the suggestion of NDO or otherwise, or from the use of premises owned, leased, or otherwise acquired by NDO, where such items relate to or are useful in connection with any business now or hereafter carried on or contemplated by NDO, including developments or expansions of NDO's present field of operations. For the purposes of this Agreement, all of the foregoing are referred to as Inventions.

b. Assignment/Ownership of Inventions. You acknowledge and agree that all Inventions belong to and shall be the sole and exclusive property of NDO and shall be Inventions of NDO subject to the provisions of this Agreement. You assign to NDO all right, title, and interest you may have or may acquire in and to all Inventions. You agree to execute and deliver to NDO (either during or subsequent to your employment) such other documents as NDO considers desirable to evidence the assignment of all your rights, if any, in any Inventions to NDO and NDO's ownership of such Inventions. If any one or more of such items are protectable by copyright, and are deemed in any way to fall within the definition of "work made for hire", as that term is defined in 17 U.S.C. § 101, such works shall be considered "works made for hire", the copyright of which shall be owned solely, completely and exclusively by NDO. If any one or more of the items are protectable by copyright and are not



considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. § 101, such works shall be deemed to be assigned and transferred completely and exclusively to NDO by virtue of your execution of this letter and such works shall become part of the Confidential Information. For employees in California and Illinois, as provided for in Cal. Lab. Code §§ 2870 (set forth on Exhibit A of this Agreement) and 765 ILCS 1060/2, this provision does not apply to inventions that you developed entirely on your own time without using NDO's equipment, supplies, facilities, or trade secret information.

c. Power of Attorney. In the event NDO is unable to secure your signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right to protection relating to any invention, whether due to mental or physical incapacity or any other cause, you hereby irrevocably designate and appoint NDO and each of its duly authorized officers and agents as your agent and attorney-in-fact, to act for and on your behalf and stand to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by you.

#### **4. Termination of Employment.**

a. Delivery of Documents and Data Upon Termination of Employment. When your relationship with NDO ends (regardless of reason), you agree, promptly and without request, to deliver to and inform NDO of all materials, correspondence, documents and other writings, data, computer programs and printouts, and other information in written, graphic, magnetic, optical, computerized or other form, which relate to your employment and the Confidential Information and Inventions of NDO, whether prepared by you or otherwise coming into your possession or control. You will not retain any copies thereof, regardless of where or by whom such materials and information were kept or prepared.

b. Your Obligations After Termination of Employment. In the event of termination (voluntary or otherwise) of your employment with NDO, you agree that you will protect the value of the Confidential Information and Inventions of NDO and will prevent their misappropriation or disclosure. Upon voluntary or involuntary termination of your employment with NDO, you agree to sign an acknowledgement that the obligations set forth herein pertaining to Confidential Information shall continue beyond the last day of your employment at NDO.

#### **5. Injunctive Relief.**

Because your breach of this Agreement may cause NDO irreparable harm for



which money is inadequate compensation, you agree that NDO will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**6. Attorneys' Fees.**

If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

**7. Understanding.**

You acknowledge and agree that the protections set forth in this Agreement are a material condition to your employment by NDO.

**8. Amendment and Binding Effect.**

This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on your heirs, executors, administrators, and other legal representatives and assigns, and is for the benefit of NDO and its successors and assigns.

**9. Governing Law and Exclusive Venue.**

This Agreement shall be governed by the laws of the State of Texas. Any suite, legal action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in the State of Texas. You agree to submit to personal jurisdiction in the foregoing courts and to venue in those courts. You further agree to waive all legal challenges and defenses to the propriety of a forum in Texas, and to the application of Texas law therein.

**10. Entire Understanding.**

This Agreement expresses the entire understanding of the parties about the described subject matter, superseding all prior or contemporaneous agreements and understanding (whether oral or written) between the parties with respect to the subject matter.

**11. Cumulative Remedies.**

Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by NDO of any failure by you to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by NDO of any right shall be construed as a waiver of any other right. Any waiver by NDO must be in writing and signed by you and by an officer on behalf of NDO. NDO shall not be required to give notice to enforce strict adherence to the terms of this Agreement.





### 12. Severability.

The provisions of this Agreement are distinct and severable, and if any provision of this Agreement is invalid or unenforceable, the invalidity and unenforceability of such provision shall not affect the other provisions of this Agreement and all other provisions shall remain in full force and effect. Additionally, if any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable and shall not affect the remainder of the Agreement. Any court interpreting this Agreement may modify this Agreement to the extent necessary to consider it reasonable and enforceable. It is expressly agreed that the exercise of any claim or cause of action you may have against NDO, whether or not based on this Agreement, is not a defense to the enforcement of this Agreement. In the event that you are found to have violated any of the time-limited restrictions on your conduct that are provided for in this Agreement, the applicable time period for the restriction violated shall be extended by one day for each day you are in violation. This provision is not intended and shall not be construed to create an indefinite restriction. In no event shall the duration of time that you are actually restrained be longer than one (1) year.

### 13. Employment at Will.

Nothing in this Agreement should be construed as a guarantee that your employment will continue for any specific period of time. This Agreement does not create or imply a contract of employment or constitute a promise of employment or continued employment. Your employment with NDO shall be "at-will" unless you and NDO have signed a separate contract of employment expressly and explicitly modifying your status as an at-will employee.

By signing below, you acknowledge that you understand and agree to the terms contained in this Agreement, and that you are freely and voluntarily entering into this Agreement.

ACCEPTED AND AGREED:

Name: HARSH KUPWADE PATIL

Date: 07/15/2013



## exhibit A

### **2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(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.

(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.



exhibit B

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Net Orange, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company, that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

No inventions or improvements.

See below:

*May declare at a later time.*

*[Signature]*  
*09/16/2013*

Additional sheets attached.

2. I propose to bring to the Company, as part of my employment, the following materials and documents of a former employer:

No materials or documents.

See below: