

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5859727

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WADE MURRAY	06/05/2014
RECEIVING PARTY DATA		
Name:	FIDELITY NATIONAL INFORMATION SERVICES, LLC	
Street Address:	601 RIVERSIDE AVENUE	
City:	JACKSONVILLE	
State/Country:	FLORIDA	
Postal Code:	32204	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15178279	
CORRESPONDENCE DATA		
Fax Number:	(202)408-4400	
<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:	2024084000	
Email:	faxserve@finnegan.com	
Correspondent Name:	FINNEGAN, HENDERSON	
Address Line 1:	901 NEW YORK AVE., NW	
Address Line 4:	WASHINGTON, D.C. 20001	
ATTORNEY DOCKET NUMBER:	11360.0586-00000	
NAME OF SUBMITTER:	LAUREN BROWN	
SIGNATURE:	/Lauren Brown/	
DATE SIGNED:	12/10/2019	
Total Attachments: 4		
source=0586employmentagreement#page1.tif		
source=0586employmentagreement#page2.tif		
source=0586employmentagreement#page3.tif		
source=0586employmentagreement#page4.tif		

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION AND INVENTIONS

THIS AGREEMENT CONCERNING CONFIDENTIAL INFORMATION AND INVENTIONS (the "Agreement") is entered into as of 6/9/14, 2014 (the "Effective Date"), by and between The Capital Markets Company (the "Company"), having its principal place of business at 77 Water Street, 10th Floor, New York, New York 10005 and Wade Murray ("Employee"), a resident of [REDACTED].

WHEREAS, the Company and Employee have concluded an employment agreement on 6/23/14 and – in connection to this employment agreement – an agreement concerning confidential information and inventions dated 6/5/14 (the "Agreement concerning Confidential Information and Inventions").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the parties hereby agree to replace the Agreement concerning Confidential Information and Inventions by this Agreement. For the avoidance of doubt, this Agreement does not amend the provisions of any other agreement the Employee may be bound by relating to his/her current and post termination obligations towards the Company or any other company of the Company group.

1. Confidentiality. Except as authorized or directed by the Company, Employee shall not at any time during or subsequent to Employee's employment, directly or indirectly publish or disclose any Confidential Information of the Company that has come into Employee's possession in the course of his/her employment with the Company and Employee shall not use any such Confidential Information for Employee's own personal use or advantage or the use or advantage of any person or entity other than the Company, or make it available to others for use. "Confidential Information" shall mean all information, whether oral or written regarding the business or affairs of the Company, including, without limitation, information to the Company's products, services, software, formulae, systems, designs, inventions, finances (including prices, costs and revenues), employees, marketing plans, programs, methods of operation, prospective and existing contracts, customer lists and other business arrangements or business plans, procedures, strategies and Company's customer confidential information, shall all be deemed Confidential Information, except to the extent the same shall have been lawfully and without breach of obligation made available to the general public without restriction, or that Employee can prove, by documentary evidence, was previously known to Employee prior to the term of Employee's employment.

2. Inventions. Employee hereby agrees that any and all improvements, inventions, discoveries, developments, creations, formulae, processes, methods, or designs and any documents, things, or information relating thereto, whether patentable or not (individually and collectively, "Work Product") within the scope of or pertinent to any field of business or research in which the Company or any affiliate of the Company is engaged or (if such is known to or ascertainable by Employee) considering engaging, or which was created using the Company's resources, or based on or related to any Confidential Information which Employee may conceive or make, or may have conceived or made during Employee's employment with the Company, whether alone or with others, at any time within or without normal working hours, shall be and remain the sole and exclusive property of the Company. The Company shall have the full right to use, assign, license or transfer all rights to or relating to Work

CAPCO

Product. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights." To the extent such moral rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, Employee hereby waives such moral rights and consents to any action of the Company that would violate such moral rights in the absence of such consent. Employee shall, whenever requested to do so by the Company (whether during Employee's employment or thereafter), at the Company's expense, execute any and all applications, assignments, or other instruments, and do all other things (including giving testimony in any legal proceeding) which the Company may deem necessary or appropriate in order to (a) apply for, obtain, maintain, enforce, or defend letters patent or copyright registrations of the United States or any other country for any Work Product, or (b) assign, transfer, convey, or otherwise make available to the Company any right, title or interest which Employee might otherwise have in any Work Product. Employee shall promptly communicate, disclose, and, upon request, report upon and deliver all Work Product to the Company, and shall not use or permit any Work Product to be used for any purpose other than on behalf of the Company, whether during Employee's employment or thereafter. To the extent California law applies, the foregoing assignment shall be effective to the maximum extent allowable under Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. Employee shall promptly give notice in writing to the Company if he/she becomes aware of any infringement or suspected infringement of any intellectual property in the Work Product.

3. Return Of Property. Upon expiration or termination of Employee's employment for any reason, Employee agrees to deliver to the Company all Company property, Confidential Information and proprietary materials in Employee's possession or control, including but not limited to manuals, computers, disks, photographs, reports, customer and supplier lists, plans, costs of materials and/or supplies, or copies of the foregoing.

4. Warranty by Employee. Employee represents and warrants to the Company that he/she is not a party to any Agreement which would prevent Employee from performing services that Employee was hired to perform for the Company. Company disclaims any interest in any confidential information of any person or entity other than the Company and instructs Employee not to disclose such confidential information.

5. Remedies. Employee acknowledges (1) that compliance with the covenants contained herein are necessary to protect the business and goodwill of the Company and (2) that a breach of his/her obligations hereunder will result in irreparable and continuing damage to the Company, for which monetary damages may not provide adequate relief. Consequently, Employee agrees that, in the event that he/she breaches or threatens to breach this Agreement, the Company shall be entitled to both (1) a preliminary or permanent injunction to prevent the continuation of harm and (2) money damages insofar as they can be determined. Nothing in the Agreement shall be construed to prohibit the Company from also pursuing any other remedy, the parties having agreed that all remedies are cumulative.

6. Employment At Will. Employee acknowledges and agrees that he/she is an employee-at-will, that his/her at-will status may be altered only by a written agreement signed by an officer of the Company and that none of the covenants in this Agreement is intended to create a contract of employment.

7. Severability. In the event any provision of this Agreement, or any portion thereof, is determined by any court of competent jurisdiction to be void, the remaining portions of the Agreement shall nevertheless be binding upon the Company

and Employee with the same effect as though the void provision or portion thereof had been severed and deleted.

8. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the substantive laws of the State of New York (excluding the choice of law rules thereof). Employee hereby consents and waives any objection to the jurisdiction over his/her person or the venue of any courts within the State of New York which shall be the exclusive forum with respect to any proceedings in law or equity arising out of this Agreement.

9. Non-Solicitation. Employee agrees that he/she will not, during the course of his/her employment with the Company, or for a period of **twelve (12)** months thereafter, (i) directly or indirectly solicit any customers of the Company in connection with any products or services competitive with those offered by the Company with which Employee had contact, or otherwise seek to interfere with the Company's relationship with any of its customers; or (ii) solicit any of the Company's employees on behalf of any other employer, or otherwise seek to encourage any of the Company's employees on behalf of any other employer, or otherwise seek to encourage any of the Company's employees to leave the employ of the Company. This Section 9 shall not apply if Employee is a resident of California.

10. Survival. The following Sections of the Agreement shall survive termination of the Agreement or Employee's termination or resignation from Company: 1, 2, 3, 5, 7, 8, 9 and 10.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Wade Murray
(Name)

Date: 6/5/14

THE CAPITAL MARKETS COMPANY

By: Anne Murphy
Human Capital

Date: 6/17/2014

Filling in the following information will constitute your eSignature and will have the same legal impact as signing a printed version of this document.



Password Verified



Name: *Wade Murray*
Date: 6/5/14 (m/d/yy)
Signature ID: C0346C0PN-4VKJ00F4A

Filling in the following information will constitute your eSignature and will have the same legal impact as signing a printed version of this document.



Password Verified



Name: *Aime Murphy*
Date: 6/17/14 (m/d/yy)
Signature ID: PU6PHMULU-NGFRUOT1K

Powered by **Taleo** 