505836111 12/23/2019 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5883045

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY D	ΑΤΑ		
		Name	Execution Date
MORGAN CADOW			04/18/2016
MOLLY BERSEID			12/11/2016
RECEIVING PARTY DA			
Name:	PROMONTECH, LLC		
Street Address:	1512 LARIMER STREET, SUITE 325		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
PROPERTY NUMBERS	Total: 2		
Property Type		Number	7
Application Number:	29	669415	-
Application Number:	29	669416	
CORRESPONDENCE	ΑΤΑ		
CORRESPONDENCE [Fax Number:		50)483-6811	
Fax Number: Correspondence will b	(6) e sent to ti	50)483-6811 h e e-mail address first; if that is ur f that is unsuccessful, it will be se	
Fax Number: Correspondence will b	(6) e sent to ti provided; i	he e-mail address first; if that is ur	

Correspondent Name:WILSON SONSINI GOODRICH & ROSATIAddress Line 1:650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	52349-718.997-719.997	
NAME OF SUBMITTER:	SARA KANE	
SIGNATURE:	/Sara Kane/	
DATE SIGNED:	12/23/2019	

Total Attachments: 54

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ANNEX A CONFIDENTIALITY AGREEMENT

The following sets forth the confidentiality policy (the "Confidentiality Policy") of Promontory MortgageHub LLC, a Delaware limited liability company (the "Company") and its affiliates,¹ including PromonTech LLC, Promontory Mortgage Exchange LLC and Promontory Fulfillment Services LLC. In consideration of his or her ongoing engagement by the Company, each employee of the Company (the "Recipient") is required to abide by the terms of this Confidentiality Policy as it may be amended by the Company from time to time.



¹ Any company that controls, is controlled by, or is under common control with Promontory MortgageHub LLC.





3. Discoveries and Works.

All discoveries and works (including, without limitation, "Inventions" (defined below) and works of authorship, processes, drawings, techniques, and technical improvements) that any Recipient makes or conceives of (in each case whether alone or in conjunction with others) and the goodwill associated therewith, in each case since such Recipient's Initial Affiliation Date, do and shall belong exclusively to the Company, and such Recipient has no rights of any kind therein (including so-called "moral rights" or "droit moral") and does pursuant to this Confidentiality Policy convey all right, title and interest therein to the Company. Moreover, such Recipient shall (x) promptly notify, make full disclosure to, and execute and deliver all documents requested by, the Company to evidence or better assure title to such discoveries and works in the Company, (y) assist the Company in obtaining or maintaining for itself at its own expense United States and foreign patents, copyrights, trade secret protection or other protection of any and all such discoveries and works, and (z) promptly execute, whether during the Recipient's employment with the Company or thereafter, all applications and other endorsements necessary or appropriate to maintain patents and other rights for the Company and to protect its title thereto.

"Invention" shall mean any and all inventions, patentable rights, software programs or concepts and any and all other types of inventions, ideas and concepts learned by, conceived or reduced to practice in whole or in part by any Recipient since such Recipient's Initial Affiliation Date and continuing for a period of twelve (12) months after the termination of such Recipient's employment, except for any invention: (i) that such Recipient developed entirely on such Recipient's own time without using the Company's equipment, supplies, facilities, or Trade Secrets or other Confidential Information; and (ii) that neither (A) at the time of conception or reduction to practice of the invention related to the Company's business or actual or demonstrably anticipated research or development of the Company, nor (B) resulted from any work performed by such Recipient for the Company.

Prior to a Recipient's Initial Affiliation Date, such Recipient shall provide the Company with a written statement identifying all discoveries and works of such Recipient made or conceived by such Recipient prior to such Recipient's Initial Affiliation Date. A form to be used for the identification of such works and discoveries is attached hereto as <u>Attachment B</u>. If disclosure of any such prior discoveries and works would cause such Recipient to violate any prior confidentiality agreement, the Recipient understands that the Recipient is not to identify such prior discoveries and works but is to inform the Company that not all prior discoveries and works have been identified for that reason.





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THIS AGREEMENT AFFECTS EACH RECIPIENT'S RIGHTS TO INVENTIONS, DISCOVERIES AND WORKS THAT SUCH RECIPIENT MAKES DURING SUCH RECIPIENT'S EMPLOYMENT AND RESTRICTS EACH RECIPIENT'S RIGHTS TO DISCLOSE OR USE THE COMPANY'S TRADE SECRETS OR CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO SUCH EMPLOYMENT.

[Signature Appears on Next Page]

Please indicate your understanding of this Policy by signing and dating the enclosed counterpart copy of this Confidentiality Policy as provided below, and returning it to the Company. Do not sign this Confidentiality Policy unless you have had an opportunity to read this policy carefully and unless you understand its terms. Do not sign this Confidentiality Policy unless you have already provided the Company with written identification of any Recipient Records and of all of your prior discoveries and works, if any, as provided for in <u>Sections 2</u> and <u>3</u> hereof.

RECIPIENT

Name: Date: <u>4/18</u>, 2016 "Effective Date"

ATTACHMENTS







DISCOVERIES, WORKS AND INVENTIONS CLAIMED BY RECIPIENT OR ANY OTHER PERSON

1. Pursuant to Section 3 of the CONFIDENTIALITY POLICY to which this Attachment B is attached, Recipient provides the following complete list of all discoveries and works, including Inventions and works of authorship, processes, drawings, techniques, and technical improvements, that Recipient has, alone or jointly with any other Person, authored, conceived, developed, invented, reduced to practice, or otherwise created or made, during the period beginning two years before commencement of Employment and continuing until the later of the Effective Date, that Recipient believes is or may be Recipient's property or the property of any other Person. As set forth in Section 3, the inclusion of any item in this Attachment B does not signify any acknowledgment or agreement by the Company that any item so listed is in fact the Recipient's property or the property of any other Person, and Recipient hereby waives any and all claims that Recipient may have or hereafter acquire to any right, title, or interest in or to any discoveries and works that are required by Section 3 to be set forth on this Attachment B but not set forth hereon.

> No discoveries, works or Inventions. See below:

Additional sheets attached.

X

2. Recipient represents that, because of a prior confidentiality agreement to which Recipient is a party and by which the Recipient is bound, the Recipient cannot complete the disclosure under Section 1 above with respect to the discoveries, works or Inventions generally listed below, the proprietary rights and duty of confidentiality with respect to which the Recipient owes to the following party (ies):

Discoveries, Works or Inventions	Parties and Relationship
Additional sheets attached.	RECIPIENT
	Signature: 25
	Date Signed: 4/18/16

11



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15



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22



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27

ANNEX A CONFIDENTIALITY AGREEMENT

The following sets forth the confidentiality policy (the "Confidentiality Policy") of Promontory MortgagePath LLC, a Delaware limited liability company (the "Company") and its affiliates,¹ including PromonTech LLC, Promontory ResiMarkets LLC and Promontory Fulfillment Services LLC. In consideration of his or her ongoing engagement by the Company, each employee of the Company (the "Recipient") is required to abide by the terms of this Confidentiality Policy as it may be amended by the Company from time to time.



¹ Any company that controls, is controlled by, or is under common control with Promontory MortgagePath LLC.



3. Discoveries and Works.

All discoveries and works (including, without limitation, "Inventions" (defined below) and works of authorship, processes, drawings, techniques, and technical improvements) that any Recipient makes or conceives of (in each case whether alone or in conjunction with others) and the goodwill associated therewith, in each case since such Recipient's Initial Affiliation Date, do and shall belong exclusively to the Company, and such Recipient has no rights of any kind therein (including so-called "moral rights" or "droit moral") and does pursuant to this Confidentiality Policy convey all right, title and interest therein to the Company. Moreover, such Recipient shall (x) promptly notify, make full disclosure to, and execute and deliver all documents requested by, the Company to evidence or better assure title to such discoveries and works in the Company, (y) assist the Company in obtaining or maintaining for itself at its own expense United States and foreign patents, copyrights, trade secret protection or other protection of any and all such discoveries and works, and (z) promptly execute, whether during the Recipient's employment with the Company or thereafter, all applications and other endorsements necessary or appropriate to maintain patents and other rights for the Company and to protect its title thereto.

"Invention" shall mean any and all inventions, patentable rights, software programs or concepts and any and all other types of inventions, ideas and concepts learned by, conceived or reduced to practice in whole or in part by any Recipient since such Recipient's Initial Affiliation Date and continuing for a period of twelve (12) months after the termination of such Recipient's employment, except for any invention: (i) that such Recipient developed entirely on such Recipient's own time without using the Company's equipment, supplies, facilities, or Trade Secrets or other Confidential Information; and (ii) that neither (A) at the time of conception or reduction to practice of the invention related to the Company's business or actual or demonstrably anticipated research or development of the Company, nor (B) resulted from any work performed by such Recipient for the Company.

Prior to a Recipient's Initial Affiliation Date, such Recipient shall provide the Company with a written statement identifying all discoveries and works of such Recipient made or conceived by such Recipient prior to such Recipient's Initial Affiliation Date. A form to be used for the identification of such works and discoveries is attached hereto as <u>Attachment B</u>. If disclosure of any such prior discoveries and works would cause such Recipient to violate any prior confidentiality agreement, the Recipient understands that the Recipient is not to identify such prior discoveries and works but is to inform the Company that not all prior discoveries and works have been identified for that reason.








THIS AGREEMENT AFFECTS EACH RECIPIENT'S RIGHTS TO INVENTIONS, DISCOVERIES AND WORKS THAT SUCH RECIPIENT MAKES DURING SUCH RECIPIENT'S EMPLOYMENT AND RESTRICTS EACH RECIPIENT'S RIGHTS TO DISCLOSE OR USE THE COMPANY'S TRADE SECRETS OR CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO SUCH EMPLOYMENT.

[Signature Appears on Next Page]

Please indicate your understanding of this Policy by signing and dating the enclosed counterpart copy of this Confidentiality Policy as provided below, and returning it to the Company. Do not sign this Confidentiality Policy unless you have had an opportunity to read this policy carefully and unless you understand its terms. Do not sign this Confidentiality Policy unless you have already provided the Company with written identification of any Recipient Records and of all of your prior discoveries and works, if any, as provided for in <u>Sections 2</u> and <u>3</u> hereof.

RECIPIENT

Molly Bergseid

Name: Date: <u>December 11</u>, 2016 "Effective Date"

ATTACHMENTS

B- Discoveries and Works Claimed by Recipient or any Other Person



DISCOVERIES, WORKS AND INVENTIONS CLAIMED BY RECIPIENT OR ANY OTHER PERSON

1. Pursuant to Section 3 of the CONFIDENTIALITY POLICY to which this Attachment B is attached, Recipient provides the following complete list of all discoveries and works, including Inventions and works of authorship, processes, drawings, techniques, and technical improvements, that Recipient has, alone or jointly with any other Person, authored, conceived, developed, invented, reduced to practice, or otherwise created or made, during the period beginning two years before commencement of Employment and continuing until the later of the Effective Date, that Recipient believes is or may be Recipient's property or the property of any other Person. As set forth in Section 3, the inclusion of any item in this Attachment B does not signify any acknowledgment or agreement by the Company that any item so listed is in fact the Recipient's property or the property of any other Person, and Recipient hereby waives any and all claims that Recipient may have or hereafter acquire to any right, title, or interest in or to any discoveries and works that are required by Section 3 to be set forth on this Attachment B but not set forth hereon.

> No discoveries, works or Inventions. See below:

Additional sheets attached.

2. Recipient represents that, because of a prior confidentiality agreement to which Recipient is a party and by which the Recipient is bound, the Recipient cannot complete the disclosure under Section 1 above with respect to the discoveries, works or Inventions generally listed below, the proprietary rights and duty of confidentiality with respect to which the Recipient owes to the following party (ies):

Discoveries, Works or Inventions

Parties and Relationship

N/A

 \checkmark

Additional sheets attached.

RECIPIENT

Signature: Molly Bergseid Date Signed: December 11, 2016

10



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RECORDED: 12/23/2019