

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6068750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	EMPLOYEE INVENTIONS AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ANDREW J. GOLD			08/01/2014
RECEIVING PARTY DATA			
Name:	RFSPOT INC.		
Street Address:	4920 EL CAMINO REAL		
City:	LOS ALTOS		
State/Country:	CALIFORNIA		
Postal Code:	94022		
PROPERTY NUMBERS Total: 5			
Property Type	Number		
Patent Number:	8781495		
Patent Number:	8977287		
Patent Number:	9008685		
Application Number:	61479390		
Application Number:	61479381		
CORRESPONDENCE DATA			
Fax Number:	(408)773-6177		
<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:	866-877-4883		
Email:	patents@ascendalaw.com		
Correspondent Name:	ASCENDA LAW GROUP		
Address Line 1:	333 W. SAN CARLOS ST.		
Address Line 2:	SUITE 200		
Address Line 4:	SAN JOSE, CALIFORNIA 95110		
ATTORNEY DOCKET NUMBER:	5459-GEN		
NAME OF SUBMITTER:	TAREK N. FAHMI		
SIGNATURE:	/Tarek N. Fahmi/		
DATE SIGNED:	04/20/2020		
Total Attachments: 6			

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EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

The undersigned acknowledges that RFSpot Inc. (including any current or future subsidiaries, the "Company") operates in a competitive environment and that the Company enhances its opportunities to succeed by protecting its confidential information and ownership of inventions. This Agreement is designed to confirm and make clear that the undersigned has an obligation to maintain the confidentiality of the Company's confidential information, the undersigned will use that confidential information for the exclusive benefit of the Company, relevant inventions that the undersigned has created or will create in connection with services provided to the Company will be owned by the Company, the undersigned's prior and continuing activities separate from the Company will not conflict with the Company's development of its proprietary rights, and when and if the undersigned's employment with the Company terminates, the undersigned will not use the undersigned's prior position with the Company to the detriment of the Company. For good and valuable consideration, including amounts to be paid to the undersigned as an employee of the Company, the undersigned agrees that:

1. Provisions Related to Confidentiality.

a. The undersigned acknowledges that the Company possesses and will continue to develop and acquire valuable Proprietary Information (as defined below), including information that the undersigned may develop or discover as a result of the undersigned's engagement as an employee of the Company. The value of that Proprietary Information depends on it remaining confidential. The Company depends on the undersigned to maintain that confidentiality, and the undersigned accepts that position of trust.

b. As used in this Agreement, "Proprietary Information" means any information (including, without limitation, any formula, algorithm, computer program, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and includes information of the Company, its customers, suppliers, joint venturers, licensors, licensees, distributors and other persons and entities with whom the Company does business or affiliated with the Company. Proprietary Information includes, without limitation, proprietary methods and know-how, product ideas and plans, computer software, financial information, business plans and methods, customer lists and information, supplier lists and information, information about employees, proprietary algorithms, cost and pricing information and information about the Company contracts and cooperative



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relationships, whether in writing, in electronic form, delivered orally, received by observation or otherwise.

c. The undersigned will not disclose or use at any time, either during or after termination of the undersigned's employment with the Company, any Proprietary Information except for the exclusive benefit of the Company as required by the undersigned's duties and obligations to the Company, or as the Company expressly may consent to in writing. The undersigned will cooperate with the Company and use its best efforts to prevent the unauthorized disclosure, use or reproduction of all Proprietary Information. The undersigned will not use for or on behalf of the Company any confidential or trade information of a prior employer or received by the undersigned from a third party other than with permission to use such information for or on behalf of the Company. The undersigned will cooperate with the Company and use its best efforts to prevent the unauthorized disclosure, use or reproduction of all Proprietary Information.

d. Upon termination of the undersigned's employment with the Company for any reason, the undersigned immediately will deliver to the Company all tangible, written, graphical, machine readable and other materials (including all copies) in the undersigned's possession or under the undersigned's control containing or disclosing Proprietary Information.

e. The undersigned acknowledges and agrees that the undersigned has no expectation of privacy with respect to the Company's telecommunications, networking, email, voicemail or information processing systems and that the undersigned's use thereof may be monitored at any time.

2. Inventions.

a. The undersigned agrees to communicate to the Company as promptly and fully as practicable all Inventions (as defined below) conceived or reduced to practice by the undersigned (alone or jointly with others) at any time during and related to or arising out of the undersigned's engagement as an employee by the Company. The undersigned hereby assigns to the Company and/or its nominees all of its right, title and interest in such Inventions, and all of its right, title and interest in any patents, copyrights, patent applications, or copyright applications based thereon. Further, copyrightable materials created by the undersigned in connection with the undersigned's employment will be "works made for hire" and therefore will be owned by the Company. The undersigned will assist the Company and/or its nominees (without charge but at no expense to the undersigned) at any time and in every proper way to obtain for its and/or their own benefit, patents and copyrights for all such Inventions and copyrightable materials anywhere in the world and to enforce its and/or their rights in legal proceedings.



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b. As used in this Agreement, the term "Inventions" includes, but is not limited to, all works of authorship, including but not limited to illustrations, graphic works, photographs, writings, animations, and video or multimedia works, discoveries, improvements, processes, developments, designs, know-how, data, computer programs and formulae, whether patentable or unpatentable, including, without limitation, related to computer software, source code and algorithms.

c. The undersigned hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the undersigned's agent and attorney-in-fact to act for and in the undersigned's behalf and stead to execute and file any document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed and delivered by the undersigned.

d. Any provision in this Agreement requiring the undersigned to assign rights in any Invention does not apply to an Invention which qualifies under the provisions of Section 2870 of the California Labor Code. That section provides that the requirement to assign "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." The undersigned understands that the undersigned bears the burden of proving that an Invention qualifies under Section 2870.

e. Notwithstanding the foregoing, the undersigned also assigns to the Company (or to any of its nominees) all rights which the undersigned may have or acquire in any Invention, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

f. If, in the course of the undersigned's services for the Company, the undersigned incorporates into work product made available to the Company or uses any Invention in which the undersigned has an interest, the undersigned hereby irrevocably grants to the Company a nonexclusive, fully paid up, royalty-free, assignable, perpetual, worldwide right and license to make, have made, use, sell, commercialize, practice, modify, create derivative works and otherwise exploit such Invention and all intellectual property rights therein without restriction of any kind.



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3. Miscellaneous.

a. While employed by the Company and for one year after termination of employment with the Company, the undersigned will not, directly or indirectly, solicit (i.e. initiate contact with), for the purposes of hiring them or causing them to terminate their employment with the Company, any then employee of the Company. The parties acknowledge and agree that the provisions of this paragraph 3(a) are appropriate in order to protect the Company's Proprietary Information concerning its employees.

b. The undersigned's obligations under this Agreement may not be modified or terminated, in whole or in part, except in a writing signed by an authorized officer of the Company or a designee thereof. Any waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

c. Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

d. The undersigned's obligations under this Agreement will survive the termination of the undersigned's employment by the Company, regardless of the manner of such termination. Subject to the restrictions contained herein, this Agreement will inure to the benefit of and be binding upon the successors and assigns of the Company and the undersigned.

e. The undersigned understands that the provisions of this Agreement are a material condition to the undersigned's employment by the Company. The undersigned also understands that this Agreement is not a contract for employment, and nothing in this Agreement creates any right to the undersigned's continuous employment with the Company, nor to the undersigned's employment for any particular term.

f. Any breach of this Agreement likely will cause irreparable harm to the Company for which money damages could not reasonably or adequately compensate the Company. Accordingly, the undersigned agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.



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g. This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of California governing a contract made and wholly performed within California. The parties agree that the courts of appropriate subject matter jurisdiction located in the City and County of San Francisco will have exclusive jurisdiction over any dispute hereunder; each party consents to the personal jurisdiction of such courts and waives any objection based on venue or forum non convenience.

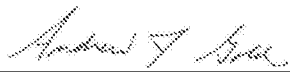
h. This Agreement contains the complete agreement between the Company and the undersigned concerning the subject matter hereof and supersedes all other agreements and understandings concerning such subject matter. This Agreement may be executed in counterparts.



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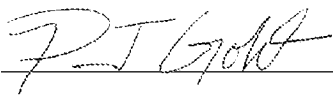
CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE UNDERSIGNED'S RIGHTS TO INVENTIONS THE UNDERSIGNED MAKES DURING THE UNDERSIGNED'S EMPLOYMENT WITH THE COMPANY. THE UNDERSIGNED ACKNOWLEDGES HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF THE UNDERSIGNED'S CHOOSING BEFORE SIGNING THIS AGREEMENT.

EMPLOYEE:

Name: Andrew J. Gold
Signature: 
Date: 08-01-2014

AGREED AND ACKNOWLEDGED:

RFSPOT INC.

Name: Patrick J. Gold
Signature: 
Title: Director of Operations
Date: 08-01-2014