

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6089712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CRAIG MILLER	06/28/2017
THOMAS EVENSON	06/30/2017
ERIC SMITH	06/30/2017
CALVIN LEGH	07/05/2017
THOMAS SHIELDS	06/28/2017
AARON MARTIN	06/30/2017
DOUG COSMAN	03/26/2015
RECEIVING PARTY DATA	
Name:	APPNEXUS INC.
Street Address:	28 WEST 23RD ST
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16865595
CORRESPONDENCE DATA	
Fax Number:	(847)510-0710
<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:	8473821501
Email:	docketing@ggip.com
Correspondent Name:	GUNTIN & GUST, PLC
Address Line 1:	304 INDIAN TRACE #750
Address Line 4:	WESTON, FLORIDA 33326
ATTORNEY DOCKET NUMBER:	6-0062A-01 (1 OF 2)
NAME OF SUBMITTER:	JILL HOLMAN
SIGNATURE:	/JILL HOLMAN/

DATE SIGNED:

05/04/2020

Total Attachments: 17

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**APPNEXUS INC.
NEW EMPLOYEE COVENANTS AGREEMENT**

(COLORADO EMPLOYEES)

I have been employed by Yieldex, Inc. ("Yieldex") which is being acquired in a certain merger transaction by AppNexus Inc., a Delaware corporation having its principal place of business at 28 West 23rd Street, New York, New York 10010 ("**AppNexus**"). In connection with that acquisition transaction, I am about to become a paid employee of AppNexus. AppNexus, together with its parent companies, subsidiaries and affiliates, individually and collectively as applicable, referred to in this Covenants Agreement as the "**Company Group**." I am making this Agreement in consideration of my employment by AppNexus, and the compensation and benefits afforded to me in connection with that employment.

1. Confidentiality. While working for AppNexus and/or any other entity in the Company Group, I may develop, be privy to, learn, or acquire knowledge in my work or from my colleagues or others of Confidential Information relating to the Company Group, its business, potential business or that of its customers or its or their respective affiliates. "**Confidential Information**" includes all Company Group trade secrets, know-how, show-how, technical, operating, financial, and other business information and materials, whether or not reduced to writing or other medium and whether or not marked or labeled confidential, proprietary or the like, specifically including, but not limited to, information regarding, constituting or comprising source codes, software programs, computer systems, logos, designs, graphics, writings or other materials, algorithms, formulae, works of authorship, techniques, documentation, models and systems, market and sales information, sales and pricing techniques, procedures, inventions, strategies, products, services, improvements, modifications, methodology, processes, concepts, records, files, memoranda, reports, plans, proposals, price lists, customer and supplier lists, and customer and supplier information. Confidential Information does not include general skills, experience or information that is generally available to the public, other than information which has become generally available as a result of my direct or indirect act or omission.

I understand and agree that my employment creates a relationship of trust and confidence between me and the members of the Company Group with respect to all Confidential Information. With respect to Confidential Information of the Company Group, its customers and its or their respective affiliates, I agree that, at all times, both during and after my employment:

(a) I will use Confidential Information only as necessary in the performance of my duties for AppNexus or any other entity in the Company Group (as applicable). I will not use it at any time (during or after my employment) for my personal benefit, for the benefit of any other person or firm, or in any manner adverse to the interests of the Company Group;

(b) I will not disclose Confidential Information at any time (during or after my employment) except to authorized Company Group personnel, unless AppNexus or other applicable entity in the Company Group expressly consents in advance in writing or unless the information becomes clearly of public knowledge or enters the public domain (other than through an unauthorized disclosure by me or through a disclosure not by me which I knew or reasonably should have known was an unauthorized disclosure);

(c) I will safeguard Confidential Information by all reasonable steps and abide by all policies and procedures of the Company Group in effect from time to time regarding storage, copying, destroying,

publication or posting, or handling of such Confidential Information, in whatever medium or format that Confidential Information takes;

(d) I will execute and abide by all confidentiality agreements which the Company Group reasonably requests me to sign or abide by, whether those agreements are for the benefit of AppNexus, any other entity in the Company Group, an affiliate or an actual or a potential customer thereof; and

(e) I will return all materials constituting, containing or relating to Confidential Information (including all copies), together with all other Company Group or customer property (including, without limitation, laptop computers, cell phones and other equipment) to the Company Group, when my employment with AppNexus or any other Company Group entity terminates or otherwise on demand and, at that time I will certify to the Company Group, in writing, that I have complied with this Agreement. I shall not retain any copies or reproductions (in any form, format or medium, whether hard-copy, digital, electronic or otherwise) of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents relating in any way to the business or affairs of the Company Group, its customers or its or their respective affiliates.

2. Contributions and Inventions. While employed by AppNexus or any other entity in the Company Group, I may make Contributions and Inventions of value to it or them. The terms “**Contributions**” and “**Inventions**” are understood to include all inventions, ideas, formulae, works, modifications, processes, discoveries, techniques, designs, methods, trade secrets, technical specifications and data, know-how, show-how, concepts, expressions, creations, improvements, works of authorship, ideas and other developments, whether or not they are patentable or copyrightable or subject to analogous protection and regardless of their form or state of development, and whether or not I have made them alone or with others.

This Agreement covers Contributions and Inventions of any kind that are conceived or made by me, during hours that I am working for AppNexus or any other entity in the Company Group at my place of work whether located at the Company Group, customer facilities, at home or elsewhere, alone or with others, while I am employed by AppNexus or other entity in the Company Group. This Agreement also covers Contributions and Inventions, regardless of whether they are conceived or made during regular working hours or at my place of work, (i) that relate to the Company Group’s business or potential business, or (ii) result from tasks assigned to me by the Company Group, or (iii) that are conceived or made with the use of the Company Group’s time, facilities, materials or resources. With respect to Contributions or Inventions covered by this Agreement, I agree that:

(a) I will disclose them promptly to the Company Group. I will not disclose them to anyone other than authorized Company Group personnel;

(b) They will belong solely to the Company Group from conception as “works made for hire” (as that term is used under U.S. copyright law) or otherwise. I hereby expressly disclaim all interest in all Contributions and Inventions. To the extent that title to any such Contributions or Inventions do not, by operation of law, vest in the Company Group, I hereby irrevocably assign to the Company Group all right, title and interest, including, without limitation, tangible and intangible rights such as patent rights, trademarks and copyrights, that I may have or may acquire in and to all such Contributions and Inventions, benefits and/or rights resulting therefrom, and agree to promptly execute any further specific assignments related to such Contributions or Inventions, benefits and/or rights at the request of the Company Group.

(c) I will, at any time, either during the time I am employed by AppNexus or other entity in the Company Group or thereafter, assist the Company Group in obtaining and maintaining patent, copyright, trademark, mask works and other appropriate protection for Contributions or Inventions in all

countries, at the Company Group's expense. In the event that the Company Group is unable to secure my signature after reasonable effort in connection with any patent, trademark, copyright, mask work or other similar protection relating to a Contribution or an Invention, I hereby irrevocably designate and appoint the Company Group and its duly authorized officers and agents as my agent and attorney-in fact, to act for and on my behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyrights, mask works or other similar protection thereon with the same legal force and effect as if executed by me.

(d) Any Contributions or Inventions relating to the business of the Company Group and disclosed to the Company Group within six (6) months following the termination of my employment shall be deemed to fall within the provisions of this Section 2. The "**business of the Company Group**" as used in this Section 2 includes the actual business conducted by the Company Group at any time during my employment with any entity in the Company Group, as well as any business in which the Company Group, at any time during my employment with any entity in the Company Group, proposed or proposes to engage, including, but not limited to, cloud computing and/or on-line media technology.

3. Obligations to Prior Employers or Others. Except for those described below (if any), I do not have any non-disclosure, non-compete or other obligations to any previous employer or other person or entity that would conflict with my obligations under this Agreement or the performance of my duties for the Company Group. I have previously provided copies of each of the agreements described below, if any, to the Company Group. I shall not disclose to the Company Group or its customers or induce or cause the Company Group or its customers to use any secret or confidential information or material belonging to others, including my former employers, if any.

LIST ANY EXCEPTIONS: _____

4. Excluded Information. A complete list, by non-confidential descriptive title of all Inventions, ideas, reports and other creative works, if any, made or conceived by me prior to my employment by AppNexus or other entity in the Company Group (including at any time prior to the merger transaction referenced above), and intended to be excluded from this Agreement, is set forth below. I will not assert any rights under any Inventions as having been made or acquired by me prior to my being employed by AppNexus and/or any other entity in the Company Group, unless such inventions are identified below.

LIST ANY EXCLUSIONS: _____

5. Covenants Against Solicitation and Competition.

(a) I agree that during the course of my employment with AppNexus and any other entity in the Company Group and for a period of twelve (12) months immediately following the end of such employment (for any reason or no reason, and whether terminated by AppNexus, any other entity in the Company Group or by me) (the "**Restricted Period**"), I will not, without the express prior written consent of the Company Group, anywhere in the Restricted Area (as defined below), either directly or indirectly, whether alone or as an owner, shareholder, partner, member, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, assist in, engage in or otherwise be connected to or benefit from any business competitive with that of the Company Group. A "**business competitive with that of the Company Group**" is one that is directly

competitive with the business of Yieldex, AppNexus or any other entity in the Company Group or which otherwise is engaged in providing, performing, offering, developing, manufacturing, producing, selling, marketing, or licensing any product, service or system which is competitive with, the same as, similar to, performs, serves or provides a similar function as, or can be used as a reasonable, competitive substitute or replacement for any product, service or system provided, performed, offered, manufactured, produced, sold, marketed, licensed or being developed by Yieldex, AppNexus or any other entity in the Company Group and in connection with which I, during my employment with Yieldex, AppNexus and/or any other entity in the Company Group, worked, performed services or had responsibilities and/or in regards to which I developed, learned, had or otherwise was privy to Confidential Information (each a “**Competitive Product or Service**”). Notwithstanding the foregoing, nothing herein shall be deemed to prohibit my ownership of less than 2% of the outstanding shares of any publicly traded corporation that conducts a business competitive with that of the Company Group.

For purposes of this Agreement, the “**Restricted Area**” shall mean the United States, North America and those other countries in which the Company Group sells, offers, markets, develops, produces, manufactures, performs, provides, or solicits business for its products, services or systems (whether directly or through sales representatives, employees, distributors, partners, joint ventures, licensees, or via the internet or internet-based resources) at any time during my employment. I recognize, acknowledge and agree that AppNexus and the Company Group are engaged in business (and the foregoing activities) on a nationwide and worldwide basis.

(b) I further agree that, during the Restricted Period, I will not, without the express prior written consent of the Company Group, directly or indirectly:

(i) in regard to or in connection with any Competitive Product or Service, contact, communicate, solicit, transact business with or perform services for (or assist any third party in contacting, communicating, soliciting, transacting business with or performing any services for) any person or entity that is or was (at any time within twelve (12) months prior to the contact, communication, solicitation, transaction of business, or performance of services), a customer or prospective customer (as defined below) of the Company Group with whom or which I had contact during the period of my employment with Yieldex, AppNexus or any other entity in the Company Group, for or in regard to whom or which I had material duties or responsibilities during my employment with Yieldex, AppNexus or any other entity in the Company Group, and/or about whom or which I developed, learned or was privy to Confidential Information during my employment with Yieldex, AppNexus or any other entity in the Company Group;

(ii) solicit, recruit, hire, engage, or refer (or assist any third party in soliciting, recruiting, hiring, engaging or referring) any person or entity who or which either is, or during the twelve (12) months immediately preceding the termination of my employment was, an employee, agent, consultant or independent contractor of Yieldex, AppNexus or any other entity in the Company Group; or

(iii) interfere with, disrupt or attempt to interfere with or disrupt the relationship, contractual or otherwise, between AppNexus or any other entity in the Company Group (on the one hand) and any of its or their customers, suppliers, lessors, independent contractors, agents or employees (on the other hand), or otherwise solicit, induce, encourage or persuade any such person or entity to terminate, limit, postpone, divert or diminish his/her/its relationship, business dealings or patronage with AppNexus or other entity in the Company Group.

A “**prospective customer**” is any individual or entity with respect to whom or which Yieldex, AppNexus or any other entity in the Company Group was engaged in a solicitation at any time during the twelve (12) months preceding the termination of my employment with AppNexus or any other entity in the Company Group and in which solicitation I was in any way involved.

(c) I acknowledge that during my employment with AppNexus, or other entity of the Company Group, I will hold a management or executive position or will be a professional staff to a manager or executive. Given my position, and as a necessary measure to protect the trade secrets and the established employee, customer and supplier relationships of Yieldex, AppNexus, and other entities in the Company Group, I acknowledge and agree that the restrictions set forth in this Agreement are reasonable for such purpose.

6. Non-Disparagement. I will not at any time (during or after my employment with AppNexus or any other entity in the Company Group) disparage the reputation of the Company Group, its customers and its or their respective affiliates or any of its or their respective officers, directors, employees or agents.

7. Severability; Interpretation and Scope of this Agreement.

(a) It is understood and agreed that the provisions of this Agreement are intended to be and are severable. Each provision of this Agreement will be interpreted on its own. If any provision or portion or any provision is held to be unenforceable by a court of competent jurisdiction as written, then such provision shall be deemed limited and restricted to the extent that the court shall deem the provision to be enforceable. The invalidity or unenforceability of any provision or portion of any provision of this Agreement shall not affect the validity or enforceability of any other provision or portion hereof. Any provision or portion of any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or portions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision or portion in any other jurisdiction. If it is ever held that any restriction hereunder is too broad (including in terms of duration, geographic scope or scope of activities precluded) to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by applicable law.

(b) I understand and agree that if I breach or threaten to breach any of the provisions of this Agreement, including without limitation the provisions of Sections 1, 2, 5 or 6 hereof, the Company Group would suffer irreparable harm and damages would be an inadequate remedy. Accordingly, I acknowledge that the Company Group shall be entitled to temporary, preliminary and permanent injunctive or other equitable relief in any court of competent jurisdiction (without being obligated to post a bond or other collateral) and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such violation, which rights shall be cumulative and in addition to (rather than instead of) any other rights or remedies to which the Company Group may be entitled at law or in equity. In addition (and not instead of those rights), I further covenant that I shall be responsible for payment of the fees and expenses of Company Group's attorneys and experts, as well as Company Group's court costs, pertaining to any suit, arbitration, mediation, action or other proceeding (including the costs of any investigation related thereto) arising directly or indirectly out of my violation or threatened violation of any of the provisions of this Agreement.

(c) The provisions of this Agreement shall constitute the entire agreement between me and the Company Group with respect to the subject matters covered hereby and shall supersede all previous written, oral or implied understandings with respect to such matters, except that they shall be in addition to (i) any non-disclosure, non-competition and non-solicitation agreements and invention assignment agreement between me and Yieldex or AppNexus, (ii) the Joinder Agreement, dated simultaneously herewith, and (iii) any other agreements being signed in connection with the merger acquisition referenced above.

(d) Any and all actions, claims or controversies arising directly or indirectly out of this Agreement, including, without limitation, tort claims, shall be governed and construed by the laws of the State of New York, without reference to the choice of laws provisions or principles thereof. Any and all actions arising directly or indirectly out of this Agreement or my employment by (as applicable) AppNexus or any other entity in the Company Group shall, unless otherwise prohibited by applicable law, be brought and heard in the state and federal courts of the State of New York and I hereby irrevocably submit to the exclusive jurisdiction of any such courts. **THE COMPANY GROUP AND I HEREBY WAIVE OUR RESPECTIVE RIGHT TO TRIAL BY JURY IN ANY ACTION CONCERNING THIS AGREEMENT OR ANY AND ALL MATTERS ARISING DIRECTLY OR INDIRECTLY HEREFROM AND REPRESENT THAT EACH HAS CONSULTED WITH COUNSEL OF THEIR CHOICE OR HAVE CHOSEN VOLUNTARILY NOT TO DO SO SPECIFICALLY WITH RESPECT TO THIS WAIVER.**

(e) This Agreement shall be binding upon me and my executors, heirs and assigns and shall inure to the benefit of AppNexus and each of the other entities in the Company Group, and its and their respective affiliates and its and their respective successors and assigns (including, without limitation, a purchaser of all or substantially all of the assets of AppNexus, any other applicable entity in the Company Group, or its affiliates). AppNexus and the other entities in the Company Group may assign this Agreement and its and their respective rights hereunder to any entity or person which acquires all or substantially all of the business or assets of (as applicable) AppNexus or such other entity in the Company Group, and I hereby consent to such assignment and agree no further consent by me is or shall be necessary (unless otherwise required by applicable law).

(f) I understand that my obligations and restrictions under this Agreement will continue in accordance with its express terms regardless of any change in my title, position or duties (unless otherwise agreed), and regardless of whether my employment is transferred from one entity in the Company Group to another entity in the Company Group (or to any successor or assign). AppNexus and the Company Group has/have the right to assign this Agreement to its or their affiliates, successors or assigns and I hereby consent to such assignment; and I consent to be bound by the provisions of this Agreement for the benefit of AppNexus, any other entity in the Company Group and for any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be re-signed at the time of such transfer. For avoidance of doubt, in the event my employment transfers from one entity within the Company Group to another entity within the Company Group (or to any successor or assign), the covenants and Restricted Period herein shall continue to apply and the 12-month post-employment portion of the Restricted Period shall commence at such time when I cease to be employed by any entity in the Company Group (or any successor or assign thereof).

(g) I acknowledge and agree that the restrictions on the activities in which I may engage that are set forth in Sections 1, 2, 5 and 6 of this Agreement and the location and period of time for which such restrictions apply are reasonable and necessary to protect AppNexus's and the Company Group's legitimate business interests (including in regard to its and their Confidential Information, customer and business relationships and goodwill) and shall survive the termination of my employment. I understand that AppNexus's and the Company Group's business is national and international in scope and, accordingly, the restrictions are appropriately and reasonably tailored to the Restricted Area (as defined above) and cannot be limited to any more narrow, particular geographic area. I further acknowledge that the restrictions contained in this Agreement will not prevent me from earning a livelihood. I acknowledge that if I violate any of the provisions of Section 5, the running of the Restricted Period will be extended by the time during which I engage in such violation(s).

(g) Nothing contained in this Agreement shall give me any right to continue to be employed by any entity in the Company Group, and any employment therewith (whether with AppNexus or any other

entity in the Company Group) is and shall be on an at-will basis. Any entity in the Company Group by which I am employed has and shall have the right to terminate my employment at any time, with or without cause or notice and no one at AppNexus or any other entity in the Company Group has made any other representations to me with respect thereto.

I represent and warrant that: (a) I have read this Agreement and understand all the terms and conditions hereof, (b) I have entered into this Agreement of my own free will and volition, (c) I have been advised by the Company Group that this Agreement is a legally binding contract and that I should seek my own independent attorney to review it, (d) I have been afforded ample opportunity to consult with my own attorney regarding this Agreement, and (e) the terms of this Agreement are fair, reasonable and are being agreed to voluntarily in exchange for my employment or continued employment by (as applicable) AppNexus or any other entity in the Company Group.

[Remainder of page intentionally left blank]

Accepted and Agreed to:

Doug Cosman
Doug Cosman

Date: 3/26/15

APPNEXUS INC.

[Signature]
By: _____
Name: Brian O'Kelley
Title: CEO
Date: _____

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Craig Miller; Thomas Evenson; Eric Smith; Calvin Legh; Thomas Shields; and Aaron Martin (hereinafter referred to as Assignors), residing at 827 Trail Ridge Drive, Louisville, Colorado 80027; 848 Tenacity Drive, Longmont, Colorado 80504; 768 W. Hemlock Circle, Louisville, Colorado 80027; 1699 Waneka Lake Trail, Lafayette, Colorado 80026; 260 Bridge Road, Hillsborough, California 94010; and 8010 Marshall Court, Arvada, Colorado 80003, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **BREAK-BASED INVENTORY FORECASTING**, set forth in a Patent application for Letters Patent of the United States, already filed on June 27, 2017 as U.S. Application No. 15/634,468; and

WHEREAS, AppNexus Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 28 West 23rd Street, 4th Floor, New York, New York 10010 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner for Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

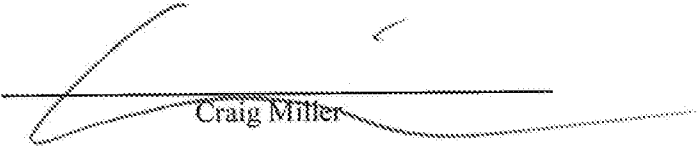
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.



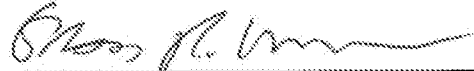
Craig Miller

Date: 6/28/2017

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 28th day of June, 2017, before me
personally came Craig Miller, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public



Thomas Evenson

Date: 6/30/2017

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 30th day of June, 2017, before me personally came Thomas Evenson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

Eric Smith

Eric Smith

Date: 6/30/2017

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 30th day of June, 2017, before me
personally came Eric Smith, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

Calvin Legh
Calvin Legh

Date: 7/5/2017

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 5th day of July, 2017, before me
personally came Calvin Legh, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

TRASH

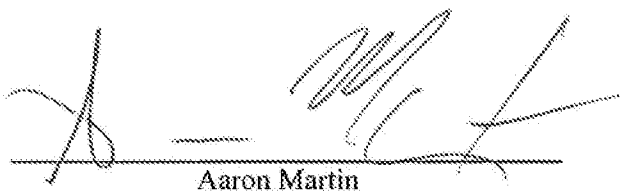
Thomas Shields

Date: 6/29/2017

United States of America)
State of Colorado) ss:
County of Boulder)

On this 29 day of June, 2017, before me personally came Thomas Shields, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public



Aaron Martin

Date: 6/30/2017

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 30th day of June, 2017, before me
personally came Aaron Martin, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public