

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6249835

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEVIN REDMOND	10/20/2014
RECEIVING PARTY DATA	
Name:	PROOFPOINT, INC.
Street Address:	892 ROSS DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14306098
CORRESPONDENCE DATA	
Fax Number:	(512)371-9088
<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:	512-637-9220
Email:	phelberg@sprinklelaw.com
Correspondent Name:	SPRINKLE IP LAW GROUP
Address Line 1:	1301 WEST 25TH STREET, SUITE 408
Address Line 4:	AUSTIN, TEXAS 78705
ATTORNEY DOCKET NUMBER:	PROOF1430-1
NAME OF SUBMITTER:	KATHARINA W. SCHUSTER
SIGNATURE:	/katharina schuster/
DATE SIGNED:	08/13/2020
Total Attachments: 10	
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CONFIDENTIALITY, NONCOMPETITION, AND INVENTION ASSIGNMENT AGREEMENT

In consideration of my employment by Proofpoint, Inc. (the "Company"), and the compensation I receive from the Company, I agree to certain restrictions placed by the Company on my activities, including my use of information belonging to the Company. I understand that, during the course of my work as an employee of the Company, I have had and will have access to Proprietary Information (a term which is defined below) concerning the Company, its employees, its operations, its vendors, and its customers. I acknowledge that the Company has developed, compiled, and otherwise obtained, often at great expense, this information and that this information has great value to the Company's business. I agree to hold in strict confidence all Proprietary Information and will not disclose any Proprietary Information to anyone outside of the Company, as defined more fully below. I also acknowledge that the Company conducts its business throughout the world and that the Company's reputation and goodwill are an integral part of its business success throughout the world.

I. DEFINITIONS

A. The "Company."

As used in this Agreement, the "Company" refers to Proofpoint, Inc. and each of its subsidiaries or affiliated companies. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for Company or any of its subsidiaries or affiliates.

B. "Proprietary Information": Definition and Ownership.

I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed by a third party to the Company, which has commercial value in the Company's business or the business of a third party disclosing such information.

"Proprietary Information" includes, but is not limited to, the following (whether or not patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere): information about software programs and subroutines, source and object code, databases, database criteria, user profiles, scripts, algorithms, processes, trade secrets, designs, methodologies, technology, know-how, processes, data, ideas, techniques, inventions, modules, features and modes of operation, internal documentation, works of authorship, technical, business, financial, client, marketing, and product development plans, forecasts, other employees' positions, skill levels, duties, compensation, and all other terms of their employment (unless disclosure is permitted by law), client and supplier lists, contacts at or knowledge of clients or prospective clients of the Company, and other information concerning the Company's or its clients' actual or anticipated products or services, business, research, or development, or any information which is received in confidence by or for

the Company from any other person unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of my general knowledge prior to my employment by the Company as specifically identified and disclosed by me in Exhibit A; or (iii) the information is disclosed to me without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction). I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

All Proprietary Information and all title, patents, patent rights, copyrights, trade secret rights, trademarks, trademark rights, and other intellectual property and rights anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Company. I hereby assign to the Company any Rights I may have or acquire in Proprietary Information.

C. "Competitor."

"Competitor" means any individual, corporation, or other business entity that engages in a business that involves a product or service offered by anyone other than the Company that would replace or compete with any product or service offered or to be offered by the Company with which I had material involvement while employed by the Company, unless Company and/or its subsidiaries are no longer engaged in or planning to engage in that line of business.

II. OBLIGATIONS TO PROTECT PROPRIETARY INFORMATION

I represent and warrant that from the time of my first contact or communication with the Company, I have held in strict confidence all Proprietary Information and have not disclosed any Proprietary Information to anyone outside of the Company, or used, copied, published, or summarized any Proprietary Information except to the extent necessary to carry out my responsibilities as an employee of the Company.

At all times, both during my employment by the Company and after its termination, I will (a) keep in confidence and trust and will not disclose any Proprietary Information except to other Company employees, agents, and representatives who need to know, or to third parties who are bound by written confidentiality agreements (and in that event only to the extent necessary to carry out my responsibilities as an employee of the Company and in a manner consistent with any such third party confidentiality agreements), and (b) use Proprietary Information only for the benefit of the Company.

III. MAINTENANCE AND RETURN OF COMPANY MATERIALS

I acknowledge and agree that I have no reasonable expectation of privacy with respect to any of the Company's computer, telecommunications (including handheld devices), networking, or information processing systems (including, without limitation, stored company files, e-mail, text, IM messages, and voice messages) that are used to conduct Company business. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure compliance with the Company's policies and for any

other business-related purposes in the Company's sole discretion. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets, or other work areas, is subject to inspection by Company personnel at any time with or without notice. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and internet, email, telephone, and technology systems to which I will have access in connection with my employment. I acknowledge and agree that I will not copy, save, back-up, download, delete, wipe, defragment, retain, disclose, photograph, or transmit in any form whatsoever any Proprietary Information, that my work product and anything I create or work on while working for the Company belongs to the Company, and that I may not copy it or take it with me when I leave (or otherwise place the data anywhere I can access it after I leave the Company). I agree that immediately upon the termination of my employment by me or by the Company for any reason, or on demand during the period of my employment, I will deliver to the Company (and will not keep in my possession, recreate, or deliver to anyone else) any and all devices, records, data, notes, emails, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents, or property (including computers, handheld devices, telephone equipment, e-readers, other electronic devices, and credit cards), and any and all reproductions of any of the aforementioned items developed by me pursuant to my employment or otherwise belonging to the Company, its successors, or assigns, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B; however, my failure to sign and deliver the Termination Certificate shall in no way diminish my continuing obligations under this Agreement. I also consent to an exit interview to confirm my compliance with this Section III, and agree to keep the Company advised of my home and business address for a period of one (1) year after termination.

IV. DISCLOSURE OF INVENTIONS TO THE COMPANY

As used in this Agreement, "Inventions" mean any work of authorship, discovery, improvement, invention, design, graphic, source, HTML and other code, trade secret, technology, algorithms, computer program or software, audio, video or other files or content, idea, design, process, technique, formula or composition, know-how, and data, whether or not patentable or copyrightable. I agree to maintain adequate and current written records and promptly disclose in writing to my immediate supervisor or as otherwise designated by the Company, all Inventions, made, discovered, conceived, reduced to practice, or developed by me, either alone or jointly with others, during the term of my employment.

I will also disclose to the President of the Company all Inventions made, discovered, conceived, reduced to practice, or developed by me, either alone or jointly with others, within six (6) months after the termination of my employment with the Company which resulted, in whole or in part, from my prior employment by the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Section V below) and do not extend the assignment made in Section V below. I will not disclose Inventions covered by this Section IV to any person outside the Company unless I am requested to do so by management personnel of the Company.

V. OWNERSHIP OF INVENTIONS

A. Generally.

I agree that all Inventions which I make, conceive, reduce to practice, or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by relevant state law, and I hereby assign such Inventions and all Rights therein to the Company. No assignment in this Agreement shall extend to inventions, the assignment of which is prohibited by relevant state statutes.¹ In compliance with the prevailing provisions of those statutes, this Agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely my own time, unless (a) the invention relates (i) to the Company's business, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any worked I performed for the Company. The Company shall be the sole owner of all Rights in connection therewith.

B. Works Made for Hire.

The Company shall be the sole owner of all Rights, title, and interest in Inventions. I further acknowledge and agree that such Inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of the Company's rights under copyright laws. To the extent that any Inventions may not be considered a "work made for hire," I hereby assign to the Company such Inventions and all Rights therein, except those Inventions, if any, the assignment of which is prohibited under the relevant state statutes identified above.

C. License.

If any Inventions assigned hereunder are based on, or incorporated, or are improvements or derivatives of, or cannot be reasonably made, used, reproduced, and distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant the company a perpetual, worldwide, royalty-free, non-exclusive, and sub-licensable right and license to exploit and exercise all such technology and rights in support of the Company's exercise or exploitation of any assigned Inventions (including any modifications, improvements, and derivatives thereof).

D. List of Inventions.

I have attached hereto as Exhibit A a complete list of all existing Inventions to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no

^{1/} Including: California Labor Code § 2870; Delaware Code Title 19 § 805; Illinois 765ILCS1060/1-3, "Employees Patent Act"; Kansas Statutes § 44-130; Minnesota Statutes, 13A, § 181.78; North Carolina General Statutes, Article 10A, Chapter 66, Commerce and Business, § 66-57.1; Utah Code §§ 34-39-1 through 34-39-3, "Employment Inventions Act"; and Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140.

such list is attached to this Agreement or if I elect to leave Exhibit A blank, I represent that I have no such Inventions at the time of signing this Agreement.

E. Cooperation.

I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it in further evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending, and enforcing Rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications, or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Subsection E, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

F. Assignment or Waiver of Moral Rights.

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "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, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

VI. NON-SOLICITATION

I agree that during the term of my employment with the Company and for a period of twelve (12) months immediately following the termination of my employment with the Company for any reason, I shall not either directly or indirectly solicit, induce, recruit, or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage, or take away employees or consultants of the Company, either for myself or for any other person or entity. I also agree not to hire or assist in hiring or retaining any such employee or consultant to the extent such restriction is enforceable under applicable laws where I reside. Further, during my employment with the Company and at any time following termination of my employment for any reason, I shall not use any Proprietary Information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer, or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution, or other entity in competition with the business of the Company.

VII. NON-COMPETITION

A. Conflicting Business Activities.

For as long as I am employed by the Company, I agree to devote my full time and efforts to the Company. For as long as I am employed by the Company, I further agree that I will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company, nor will I assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this Subsection shall apply both during normal working hours and at all other times including, without limitation, nights, weekends, and vacation time, while I am employed with the Company. During the course of my employment, I shall also inform the Company before accepting any employment, consulting, or other relationship that requires a significant time commitment.

B. Post-Termination Obligations.

I acknowledge that in some instances, a simple agreement not to disclose or use the Company's Proprietary Information would be inadequate, standing alone, to protect the Company's legitimate business interests because some activities by a former employee will, by their nature, compromise such Proprietary Information as well as the goodwill and customer relationships I have been paid to develop. I recognize that activities that violate the Company's rights in this regard, whether or not intentional, are often undetectable by the Company until it is too late to obtain an effective remedy, and that such activities will cause irreparable injury to the Company. To prevent this kind of irreparable harm, I agree that for a period of twelve (12) months following the termination of my employment with the Company, I will not provide services in any role or position (as an employee, consultant, or otherwise) to any Competitor of the Company, which services would involve job duties or other business-related activities in the United States or in any other country where the Company markets its products and services, if such job duties or business-related activities are the same as or similar to the job duties or business-related activities in which I participated or as to which I received Proprietary Information in the last two (2) years of my employment with Company. If I am a resident of California, the restriction in this Subsection VII (B) will apply only to activities that result in the unauthorized use or disclosure of Proprietary Information.

VIII. COMPANY AUTHORIZATION FOR PUBLICATION

Prior to my submitting, or disclosing for possible publication or general dissemination outside the Company (such as through public speaking engagements or literature), any material prepared by me that incorporates information that concerns the Company's business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

IX. FORMER EMPLOYER INFORMATION

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.

X. AT-WILL EMPLOYMENT

I agree and understand that employment with the Company is "at-will," meaning that it is not for any specified period of time and can be terminated by me or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. I agree and understand that it also means that job duties, title and responsibility, reporting level, compensation, and benefits, as well as the Company's personnel policies and procedures, may be changed at any time at-will by the Company. I understand and agree that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of my employment with the Company.

XI. SEVERABILITY

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be modified to the minimum extent necessary to comply with applicable law and the intent of the parties. If any provision of this Agreement, or application of it to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

XII. AUTHORIZATION TO NOTIFY NEW EMPLOYER

I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.

XIII. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions between us. I understand and acknowledge that (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my employment with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee, or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the President of the Company and me. I understand and

agree that any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

XIV. EFFECTIVE DATE AND BINDING UPON SUCCESSORS

This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executors, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors, and assigns.

XV. GOVERNING LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the state in which I last resided and performed work for the Company. Jurisdiction over and venue of any suit arising out of or relating to this Agreement shall be exclusively in the federal and state courts located in San Francisco, California.

XVI. REMEDIES

XVII. I RECOGNIZE THAT NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT ANY REMEDY OF THE COMPANY UNDER THE UNIFORM TRADE SECRETS ACT. I RECOGNIZE THAT MY VIOLATION OF THIS AGREEMENT COULD CAUSE THE COMPANY IRREPARABLE HARM, THE AMOUNT OF WHICH MAY BE EXTREMELY DIFFICULT TO ESTIMATE, MAKING ANY REMEDY AT LAW OR IN DAMAGES INADEQUATE. THUS, I AGREE THAT THE COMPANY SHALL HAVE THE RIGHT TO APPLY TO ANY COURT OF COMPETENT JURISDICTION FOR AN ORDER RESTRAINING ANY BREACH OR THREATENED BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO TEMPORARY RESTRAINING ORDERS, PRELIMINARY INJUNCTIONS, AND PERMANENT INJUNCTIONS WITHOUT THE NECESSITY OF POSTING A BOND OR OTHER SECURITY AND IN ADDITION TO AND WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT THE COMPANY MAY HAVE FOR A BREACH OF THIS AGREEMENT. NON-WAIVER AND ATTORNEYS' FEES

Waiver by either me or the Company of strict performance of any provision of this Agreement shall not be a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including attorneys' fees.

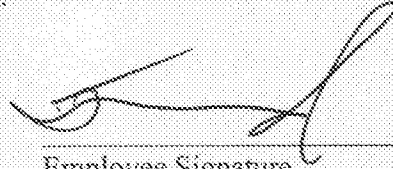
XVIII. APPLICATION OF THIS AGREEMENT

I agree that my obligation set forth in this Agreement, along with the Agreement's definitions of Proprietary Information shall be equally applicable to Proprietary Information related to any work performed by me for the Company prior to the execution of this Agreement.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND ITS TERMS. I ACCEPT THE OBLIGATIONS, WHICH IT IMPOSES UPON ME WITHOUT

RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY. I HAVE COMPLETELY NOTED ON EXHIBIT A TO THIS AGREEMENT ANY PROPRIETARY INFORMATION THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

10/29/14
Date


Employee Signature

DEVIN REDMOND
Employee Name (Please Print)

EXHIBIT A

1. The following is a complete list of all Inventions relevant to the subject matter of my employment with the Company that have been made, discovered, conceived, first reduced to practice or developed by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Employee Proprietary Information and Inventions Agreement:

- No Inventions.
- See below: Any and all Inventions regarding:
- Additional sheets attached.

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

- No materials or documents
- See below:

Date: 10/29/14

Employee Signature: 