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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6524211

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ				
			Name		Execution Date
JOSE ANTONIO CABAL-UGAZ					04/13/2012
HERAN YANG					12/17/2012
MATT KENDALL					09/25/2014
AREL I. LIDOW					01/22/2010
RECEIVING PARTY DA	TA				
Name:	APPNE	APPNEXUS INC.			
Street Address:	28 WEST 23RD ST				
Internal Address:	4TH FI	4TH FLOOR			
City:	NEW Y	NEW YORK			
State/Country:	NEW YORK				
Postal Code:	10010				
Property Type		Number			
Property Type		Number			
Application Number:		1690	8897		
Patent Number:		1072	8612		
	ΑΤΑ				
Fax Number:		(847)	510-0710		
			e-mail address first; if that is un		
<i>using a tax number, if</i> Phone:	provide		<i>hat is unsuccessful, it will be se</i> 821501	nt via US Ma	111.
		docketing@ggip.com			
Email:			GUNTIN & GUST, PLC		
			TIN & GUST, PLC		
Correspondent Name:		GUN	,		
Email: Correspondent Name: Address Line 1: Address Line 4:		GUN 304 II	TIN & GUST, PLC NDIAN TRACE #750 TON, FLORIDA 33326		
Correspondent Name: Address Line 1: Address Line 4:		GUN 304 II WES	NDIAN TRACE #750 TON, FLORIDA 33326		
Correspondent Name: Address Line 1: Address Line 4: ATTORNEY DOCKET N		GUN 304 II WES	NDIAN TRACE #750 TON, FLORIDA 33326 6-0060A-01		
Correspondent Name: Address Line 1: Address Line 4: ATTORNEY DOCKET N NAME OF SUBMITTER:		GUN 304 II WES	NDIAN TRACE #750 TON, FLORIDA 33326 6-0060A-01 KRISTEN CARBERRY		
Correspondent Name: Address Line 1: Address Line 4:		GUN 304 II WES	NDIAN TRACE #750 TON, FLORIDA 33326 6-0060A-01		

Total Attachments: 22

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Cabal-Ugaz, Ez

APPNEXUS INC. NEW EMPLOYEE COVENANTS AGREEMENT

I am about to become a paid employce of AppNexus Inc., a Delaware Corporation having a place of business at 28 West 23rd Street, New York, New York 10010 ("AppNexus"). AppNexus, together with its parent companies, subsidiaries and affiliates and their respective officers, directors, employees, shareholders, members, partners, plan administrators, attorneys and agents, as well as any predecessors, future successors or assigns or estates of any of the foregoing, may be collectively referred to in this Covenants Agreement as, the "Company." 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.



21599/1 04/06/2012 11257404.2 2. <u>Contributions and Inventions</u>. While employed by AppNexus, I may make Contributions and Inventions of value to it. 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 the Company at my place of work whether located at the Company, customer facilities, at home or elsewhere, alone or with others, while I am employed by AppNexus. 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's business or potential business, or (ii) result from tasks assigned to me by the Company, or (iii) that are conceived or made with the use of the Company'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. I will not disclose them to anyone other than authorized Company personnel;

(b) They will belong solely to the Company from conception as "works made for hire" (as that terms 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, I hereby irrevocably assign to the Company 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.

(c) I will, at any time, either during the time I am employed by AppNexus or thereafter, assist the Company in obtaining and maintaining patent, copyright, trademark, mask works and other appropriate protection for them in all countries, at the Company's expense. In the event that the Company 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 and its duly authorized officers and agents as my agent and attorney-in fact, to act for an 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.

-2-

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

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(e) This Agreement shall be binding upon me and my executors, heirs and assigns and shall inure to the benefit of the Company, its affiliates and their respective successors and assigns (including, without limitation, a purchaser of all or substantially all of the assets of the Company or its affiliates).



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 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 (c) the terms of this Agreement are fair, reasonable and are being agreed to voluntarily in exchange for my employment or continued employment by the Company.

WITNESS:

Accepted: APPNEXUS INC

By:

Name: Brian O'Kglfsan O'Kellen Title: CEO

Date: **D**

APPNEXUS INC. NEW EMPLOYEE COVENANTS AGREEMENT

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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 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 the Company.

WITNESS:

Heran Yang Date: 12/17/2012

Accepted: APPNEXUS INC.

By: ______ Name: Brian O'Kelley Title: CEO

APPNEXUS INC. NEW EMPLOYEE COVENANTS AGREEMENT

I am about to become a paid employee of AppNexus Inc., a Delaware Corporation having a place of business at 28 West 23rd Street, New York, New York 10010, or a wholly-owned subsidiary of AppNexus Inc. (collectively, "AppNexus"). AppNexus, together with its parent companies, subsidiaries and affiliates and their respective officers, directors, employees, shareholders, members, partners, plan administrators, attorneys and agents, as well as any predecessors, future successors or assigns or estates of any of the foregoing, may be collectively referred to in this Covenants Agreement as, the "Company." 1 am making this Agreement in consideration of my employment by AppNexus, and the compensation and benefits afforded to me in connection with that employment.



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WITNESS:

Matthew Kendall

Date: 9/25/14

Accepted: APPNEXUS INC.

By: Name: Brian O'Kelley Title:CEO

APPNEXUS INC. NEW EMPLOYEE COVENANTS AGREEMENT

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WITNESS:

eres

rel Lidon Name

Date: 1/22/2019

Accepted: APPNEXUS INC. By:

Name://Brian O'Kelley Title: CEO