

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6736293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAJU BALAKRISHNAN	12/05/2017
ABHAYA PARTHY	05/07/2020
SUNIL RAMNIK RAIYANI	06/05/2020
EMMA SAWIN	01/07/2019
CHANGJIAN ZOU	05/01/2014
RECEIVING PARTY DATA	
Name:	GROUPON, INC.
Street Address:	600 WEST CHICAGO AVENUE
Internal Address:	SUITE 620
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60654
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17006114
CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<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:	7044441000
Email:	usptomail@alston.com
Correspondent Name:	ALSTON & BIRD LLP ONE SOUTH AT THE PLAZA
Address Line 1:	101 SOUTH TRYON STREET
Address Line 2:	SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	058407/549169
NAME OF SUBMITTER:	AKINTUNDE A. AKINBOLA
SIGNATURE:	/Akintunde A. Akinbola/
DATE SIGNED:	05/28/2021

Total Attachments: 14

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**DECLARATION AND ASSIGNMENT
FOR PATENT AND DESIGN APPLICATIONS**

Title of Invention	METHOD, APPARATUS, AND COMPUTER PROGRAM PRODUCT FOR INFERRING DEVICE RENDERED OBJECT INTERACTION BEHAVIOR
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As the below named inventor, I, hereinafter referred to as the undersigned, hereby declare that:

This declaration is directed to:

- the attached application, or
- United States Application or PCT International Application No. _____, filed on _____;
- Application claims priority from Application No. _____, filed _____, all applications listed above being hereinafter referred to as the "application(s)";

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

Whereas, I have invented certain new and useful improvements in the application identified above; and

Whereas,

GROUPON, INC.
600 West Chicago Avenue, Suite 620
Chicago, IL 60654

hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in the application identified above, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells and assigns, unto said assignee its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention identified above, including said application for United States Letters Patent, all divisional, renewal, substitute, continuation, nonprovisionals, continuation-in-parts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

This Assignment is deemed to be effective at least as early as the earliest priority date.

LEGAL NAME OF INVENTOR

Raju Balakrishnan (Signature)
Inventor: **Raju Balakrishnan**

Date: 12/05/2017

Dr. S. Srinivasan
Witness

ELANGOVAN MADHIVANAN
Witness Name (Printed)

[Signature]
Witness

NARAYAN CHALASANI
Witness Name (Printed)

**DECLARATION AND ASSIGNMENT
FOR PATENT AND DESIGN APPLICATIONS**

Title of Invention	METHOD, APPARATUS, AND COMPUTER PROGRAM PRODUCT FOR INFERRING DEVICE RENDERED OBJECT INTERACTION BEHAVIOR
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As the below named inventor, I, hereinafter referred to as the undersigned, hereby declare that:

This declaration is directed to:

- the attached application, or
- United States Application or PCT International Application No. 16/033,928, filed on July 12, 2018;
- Application claims priority from U.S. Patent Application No. 62/531,766, filed July 12, 2017, all applications listed above being hereinafter referred to as the “application(s)”;

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

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Whereas,

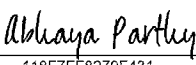
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hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in the application identified above, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells and assigns, unto said assignee its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention identified above, including said application for United States Letters Patent, all divisional, renewal, substitute, continuation, nonprovisionals, continuation-in-parts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

This Assignment is deemed to be effective at least as early as the earliest priority date.

LEGAL NAME OF INVENTOR

DocuSigned by:
 / (Signature) Date: 5/7/2020
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Inventor: **Abhaya Parthy**

**DECLARATION AND ASSIGNMENT
FOR PATENT AND DESIGN APPLICATIONS**

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Whereas, I have invented certain new and useful improvements in the application identified above; and

Whereas,

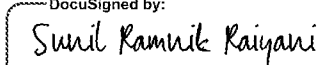
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Chicago, Illinois 60654

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Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells and assigns, unto said assignee its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention identified above, including said application for United States Letters Patent, all divisional, renewal, substitute, continuation, nonprovisionals, continuation-in-parts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

This Assignment is deemed to be effective at least as early as the earliest priority date.

LEGAL NAME OF INVENTOR

DocuSigned by:

/ (Signature) Date: 6/5/2020
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Inventor: **Sunil Ramnik Raiyani**

**DECLARATION AND ASSIGNMENT
FOR PATENT AND DESIGN APPLICATIONS**

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Whereas,

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Chicago, Illinois 60654

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Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells and assigns, unto said assignee its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention identified above, including said application for United States Letters Patent, all divisional, renewal, substitute, continuation, nonprovisionals, continuation-in-parts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

This Assignment is deemed to be effective at least as early as the earliest priority date.

LEGAL NAME OF INVENTOR

Inventor: Raju Balakrishnan (Signature) Date: _____

Witness

Witness Name (Printed)

Witness

Witness Name (Printed)

This Assignment is deemed to be effective at least as early as the earliest priority date.

LEGAL NAME OF INVENTOR

/ Emma Sawin / (Signature)
Inventor: Emma Sawin

Date: 1/7/2019

CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESTRICTIVE COVENANTS AGREEMENT

In return for my new or continued employment with Groupon, Inc. ("Groupon"), any other monetary benefits received at the time of signing, and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree to the following:

1. Confidentiality of Proprietary Information and Innovations

1. Proprietary Information. My employment status creates a relationship of confidence and trust between Groupon and me with respect to any information that is not generally known to the public or is otherwise treated by Groupon as confidential or proprietary and is: (a) applicable to the business of Groupon or its subsidiaries; or (b) applicable to the business of any client or customer of Groupon or its subsidiaries, which may be made known to me by Groupon or by any client or customer of Groupon or its subsidiaries, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Groupon is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, code, software source documents, flowcharts, tools, architectures, databases, menu layouts, routines, formats, data compilers and assemblers, and formulae related to the current, future and proposed products and services of Groupon or its subsidiaries, and including, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Groupon or to me under any obligation of confidentiality in the course of Groupon's business.

2. Ownership and Confidentiality of Proprietary Information.

(a) All Proprietary Information is the sole property of Groupon, Groupon's assigns, and Groupon's customers, and Groupon, Groupon's assigns and Groupon's customers shall be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. I hereby grant and assign to Groupon all rights, title and interest I may have or acquire in the Proprietary Information, without further consideration, including all rights to sue for past infringement. Neither the execution and delivery of this Agreement, nor the furnishing of any Proprietary Information to me by Groupon, shall be construed as granting to me either expressly, by implication, estoppel, or otherwise, any rights or licenses in or to any Proprietary Information other than as may subsequently be executed in writing by Groupon.

(b) At all times, both during my employment by Groupon and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and, except as necessary to meet Groupon's business needs, I will not: (i) use any Proprietary Information; (ii) directly or indirectly permit a third party to obtain access to any Proprietary Information; or (iii) transmit or disclose any Proprietary Information to any person, concern or entity. Further, I shall not make use of any Proprietary Information, directly or indirectly, for myself or for others, including, without limitation, in connection with any other employment or consulting capacity. In the event I believe I must disclose or otherwise make available Proprietary Information to any third party in order to meet Groupon's business needs, I shall inform Groupon prior to any such disclosure in order that Groupon may enter into a confidentiality or similar agreement with such third party.

(c) All non-disclosure obligations of paragraph 2(b) above shall apply (i) as to Proprietary Information other than trade secrets, at all times during my employment and for two (2) years after termination of such employment, and (ii) as to trade secrets, for as long as such trade secrets retain their status as a "trade secret" under applicable law.

3. Ownership and Return of Materials. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Groupon shall

remain the property of Groupon. Upon termination of my employment, or at any time on the request of Groupon before termination, I will promptly (but no later than five (5) days after the earlier of said termination or Groupon's request) destroy or deliver to Groupon, at Groupon's option, (a) all materials furnished to me by Groupon, (b) all tangible media of expression which are in my possession and which incorporate any Proprietary Information or otherwise relate to Groupon's business, and (c) written certification of my compliance with my obligations under this sentence.

4. Prior Work. All previous work done by me for Groupon or its subsidiaries relating in any way to the conception, reduction to practice, creation, derivation, design, development, manufacture, sale or support of operations, products or services of Groupon, or by Groupon, is the property of Groupon, and I hereby assign to Groupon all of my right, title and interest in and to such previous work, without further consideration, including the right to sue for past infringement.

5. Creative Works; Innovations. As used in this Agreement, the term "Creative Works" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, code, software source documents, flowcharts, tools, architectures, databases, menu layouts, routines, formats, data compilers and assemblers, and designs. The term "Innovations" means all Creative Works that relate to (a) the business of Groupon or its subsidiaries, (b) any current, future or proposed products or services of Groupon or its subsidiaries, or (c) any product, service, or activity that is similar to or competitive with those offered or proposed to be offered by Groupon or its subsidiaries. "Innovations" includes "Inventions," which is defined to mean any inventions protected or protectable under the patent laws of any country.

6. Creative Works License. I hereby grant to Groupon and its subsidiaries a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Creative Works that: (a) were or are conceived, reduced to practice, created, derived, developed, owned, or made by me, (b) are not Innovations assigned to Groupon under paragraph 7, and (c) are used or incorporated with my knowledge during the term of my employment or within three (3) months thereafter, through my actions or inactions, directly or indirectly, into any operation, product or service of Groupon or its subsidiaries. Notwithstanding the foregoing, I agree that I will not incorporate, direct, permit or allow to be incorporated, any Creative Works, which are not Innovations assigned to Groupon under paragraph 7, in any operation, product or service of Groupon or its subsidiaries without Groupon's prior written consent.

7. Assignment of Innovations. I hereby agree promptly to disclose and describe to Groupon, and I hereby grant and assign to Groupon or Groupon's designee, without further consideration, my entire right, title, and interest in and to, (a) with respect to Inventions, each Invention, and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment (whether during business hours or after business hours) with Groupon, except any Invention which meets all of the following criteria (i)-(iii) (as demonstrated by me by evidence meeting the clear and convincing standard of proof): (i) the Invention does not relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Groupon's business or actual or demonstrably anticipated research or development, (ii) the Invention was not developed on any amount of Groupon's time or with the use of any of Groupon's equipment, supplies, facilities or trade secret information, and (iii) the Invention did not result from any work I performed for Groupon, and (b) with respect to each of the Innovations which is not an Invention, and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice, create, derive, develop, or make during the period of my employment (whether during business hours or after business hours) with Groupon (collectively, the Innovations identified in clauses (a) and (b) of this paragraph 7 are hereinafter the "Groupon Innovations"). To the extent any of the rights, title and interest in and to Groupon Innovations cannot be assigned by me to Groupon, I hereby grant to Groupon an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Groupon Innovations can be neither assigned nor licensed by me to Groupon, I hereby irrevocably waive and agree

never to assert such non-assignable and non-licensable rights, title and interest against Groupon or any of Groupon's successors in interest to such non-assignable and non-licensable rights.

8. Future Innovations. I recognize that Innovations or Proprietary Information that are conceived, reduced to practice, created, derived, developed, or made by me, alone or with others, within three (3) months after termination of my employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by or working for Groupon. Accordingly, I agree that such Innovations and Proprietary Information shall be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during my employment with Groupon and shall be deemed a work made for hire and made in the course of services rendered as an employee of Groupon and shall be the exclusive property of Groupon. To the extent that title to such Innovations or Proprietary Information does not vest in Groupon by operation of law, I hereby assign and transfer to Groupon, its successors, legal representatives and assigns, and upon the future creation thereof automatically assign to Groupon, its successors, legal representatives and assigns, without further consideration, my entire right, title, and interest in and to any and all such Innovations or Proprietary Information, including the right to sue for past infringement of same, with no express or implied license to me except as may subsequently be executed in writing by Groupon.

9. Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(a) I agree to perform, during and after my employment and/or independent contractor status, all acts deemed necessary or desirable by Groupon to permit and assist Groupon, at Groupon's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information, Creative Works, and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Groupon under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Proprietary Information, Creative Works, or Innovations.

(b) In the event that Groupon is unable for any reason to secure my signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Groupon Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), I hereby irrevocably designate and appoint Groupon and Groupon's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Groupon Innovations, all with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Groupon does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Groupon, and I will not disclose to Groupon, or induce Groupon to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

II. Restrictive Covenants

11. Nonsolicitation/No-Hire.

(a) "Restricted Months" is defined as 3 months for every full month of employment from the Date of Hire, capped at 12 months. Date of Hire is inclusive of all time worked at Groupon, in whatever capacity, and whether at Groupon, Inc. or any of its subsidiaries, in the United States or internationally.

(b) I agree that while employed by Groupon and during the Restricted Months following the date I cease to be employed by Groupon, without regard to the reason my employment terminates (the "Nonsolicitation/No-Hire Period"), I will not, without the prior written consent of Groupon, solely or jointly with others, and directly by my own actions or indirectly by the actions of other people or companies acting on my behalf or at my behest solicit, encourage, or take any other action, including but not limited to, using an agent to solicit, which is intended to induce or encourage, or has the effect of inducing or encouraging, any employee or independent contractor of Groupon to terminate his/her employment with Groupon or to cease providing services to Groupon; and

(c) I agree that during the Nonsolicitation/No-Hire Period, I will not, without the prior written consent of Groupon, solely or jointly with others, and directly by my own actions or indirectly by the actions of other people or companies acting on my behalf or at my behest hire, contract, take away or cause to be hired, contracted or taken away any employee or independent contractor of Groupon.

12. Reasonableness of Nonsolicitation/No-Hire Provisions. I acknowledge that Nonsolicitation and No-Hire provisions contained herein may limit and/or restrict me from pursuing future employment opportunities, despite the fact that those opportunities may be attractive, provide higher compensation, and may not be available at the conclusion of the Non-Nonsolicitation/No-Hire Period. I acknowledge that the Nonsolicitation and No-Hire provisions are nonetheless reasonable given the valuable relationships Groupon has with its employees, which were cultivated at considerable expense, time and difficulty; my position with Groupon and my knowledge of Groupon's business.

III. Miscellaneous Employment Provisions

13. At-Will Employment. I will perform for Groupon such duties as may be designated by Groupon from time to time. I agree that my employment with Groupon is for no specified term, and may be terminated by Groupon at any time, with or without cause, and with or without notice. Similarly, I may terminate my employment with Groupon at any time, with or without cause, and with or without notice.

14. Other Employment. While employed by Groupon, I will devote my full professional time and attention to Groupon. I will not be employed by (or consult for) any business that could harm Groupon's reputation or good name or that could be detrimental to Groupon's business, as determined by Groupon. Further, I will not engage in any other employment (or contractor relationship) without the prior written consent of a Groupon Human Resources Business Partner.

15. Survival. This Agreement (a) shall survive my employment with Groupon; (b) does not in any way restrict my right or the right of Groupon to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Groupon; and (d) is binding upon my heirs and legal representatives.

16. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Groupon for which there will be insufficient adequate remedy at law, and Groupon shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). Should Groupon successfully enforce any portion of this Agreement before a trier of fact or in an arbitration proceeding, Groupon shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Agreement against me.

17. Consideration. I acknowledge and agree that I have received good and valuable consideration in exchange for entering into this Agreement, including my offer of employment, continued employment, and any other monetary benefits I received at the time of signing this Agreement.

18. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; (d) by electronic mail, upon acknowledgment of receipt of electronic submission; or (e) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Groupon's records or such other address as I may specify in writing. Notices to Groupon shall be sent to Groupon's Senior Vice President of Human Resources or to such other address as Groupon may specify in writing.

19. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Illinois, as such laws are applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. Each of the parties irrevocably consents to the exclusive personal and subject matter jurisdiction of the federal and state courts located in Illinois, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Illinois, such personal jurisdiction shall be nonexclusive.

20. Severability. If any provision of this Agreement, including but not limited to the Nonsolicitation/No-Hire provisions contained in paragraph 11, is held by a court of law to be illegal, invalid or unenforceable, I agree that (i) the provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

21. Waiver; Amendment; Modification. The waiver by Groupon of a term or provision of this Agreement, or of a breach of any provision of this Agreement by me, shall not be effective unless such waiver is in writing signed by Groupon. No waiver by Groupon of, or consent by Groupon to, a breach by me, will constitute a waiver of, consent to or excuse of any other or subsequent breach by me. This Agreement may be amended or modified only with the written consent of both me and Groupon. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

22. Entire Agreement. This Agreement represents my entire understanding with Groupon with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Confidentiality, Intellectual Property and Restrictive Covenants Agreement and that I understand and will fully and faithfully comply with such provisions.

"COMPANY"

Groupon, Inc.

By: _____

Title: _____

Dated: _____

EMPLOYEE:

By: Changqian Lou

Printed Name: Changqian Lou

Dated: 5/1/2014