

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6830914

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| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                                      |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                                          |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                                     |                       |
|                                                                                                                                                                                                 | <b>Name</b>                                         | <b>Execution Date</b> |
|                                                                                                                                                                                                 | MATTHEW SPISAK                                      | 10/03/2014            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                     |                       |
| <b>Name:</b>                                                                                                                                                                                    | ENDGAME SYSTEMS, INC.                               |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 3101 WILSON BLVD., SUITE 500                        |                       |
| <b>City:</b>                                                                                                                                                                                    | ARLINGTON                                           |                       |
| <b>State/Country:</b>                                                                                                                                                                           | VIRGINIA                                            |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 22201                                               |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                                     |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                       |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 15224521                                            |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                     |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | (650)812-3444                                       |                       |
| <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> |                                                     |                       |
| <b>Phone:</b>                                                                                                                                                                                   | (650)812-3400                                       |                       |
| <b>Email:</b>                                                                                                                                                                                   | jmiranda@carrferrell.com, patdocket@carrferrell.com |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | CARR & FERRELL LLP                                  |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 120 CONSTITUTION DR.                                |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | MENLO PARK, CALIFORNIA 94025                        |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | 9394US                                              |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | JERSEY MIRANDA                                      |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Jersey Miranda/                                    |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 07/26/2021                                          |                       |
| <b>Total Attachments: 4</b>                                                                                                                                                                     |                                                     |                       |
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## Exhibit A

### ENDGAME, INC. CONFIDENTIALITY AND TRADE SECRET PROTECTION AGREEMENT

This Confidentiality and Trade Secret Protection Agreement (this "Agreement") is between the person executing this Agreement on the signature page (referred to as "I" and "me" in this Agreement) and Endgame Systems, Inc. (the "Company").

I acknowledge that the Company has agreed to and will disclose and make available to me confidential and proprietary information relating to the Company, its business, products, services and clients. The Company's Business (as defined in Section 1(b)) is highly competitive and misuse or wrongful disclosure of confidential or proprietary information of the Company or certain types of competitive conduct by individuals who are or have been closely affiliated with the Company could seriously injure the Company. I recognize that it is in our mutual interests for the Company to give me access to confidential and proprietary information and for me to promise to protect it and abide fully by this Agreement. I fully acknowledge and agree that the Company has a legitimate and compelling business need to protect itself in the manner covered by this Agreement and that the Company's shareholders and employees will benefit from the Company's having such protections in place. I also acknowledge that my breach of any non-solicitation or non-competition covenants in this Agreement would, in light of my responsibilities to the Company, inevitably involve disclosure of the Company's confidential and proprietary information and trade secrets. I agree not to and I hereby waive the right to challenge the enforceability of any of the provisions of this Agreement at any point in the future. Accordingly, in consideration of the right to affiliate with (or continue my affiliation with) the Company, the Company's willingness to disclose or make available to me certain confidential and proprietary information, and for other good and valid consideration, the receipt and sufficiency of which I hereby acknowledge, and intending to be legally bound, I agree as follows:

**1. Important Defined Terms.** The following terms shall have the following meanings when used in this Agreement:

(a) "Affiliation with the Company" shall mean my affiliation with the Company as either an employee, an independent contractor, an agent, an advisor, a director or a consultant.

(b) "Business" shall mean the provision of development of network and computer security technology assets and delivery of network and computer security services related to computer and network vulnerability research and discovery, as well as both passive and network vulnerability identification.

(c) "Company Client" shall mean any entity that is, or within the past eighteen (18) months has been, a customer or client of the Company or that has been the subject of individually targeted solicitation by the Company or its authorized sales channels to become a customer or client of the Company.

(d) "Company Confidential Information" shall mean any information or data of or about the Company, its business, its products and services or Company Clients that is not generally known by the public or not generally or readily accessible or available to the public through authorized, legal sources. It also includes any information or data that, under the

circumstances, should reasonably be regarded as confidential.

(e) "Trade Secret" shall mean, subject to any other definition mandated by applicable law, information or data of or about a party (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**2. Protection of Company Confidential Information.** I will protect and hold in confidence all Company Confidential Information. I will not use any Company Confidential Information, and I will not disclose, communicate or disseminate (orally, in writing or electronically) any Company Confidential Information, to any party for any purpose other than to fulfill my authorized obligations to the Company in connection with my Affiliation with the Company. I will be required to comply with these non-disclosure and non-use obligations for the duration of my Affiliation with the Company and for two (2) years after my Affiliation with

the Company ends for any reason, except that with respect to any Company Confidential Information that meets the definition of a "Trade Secret," these obligations shall continue to apply indefinitely without regard to the foregoing two-year post-termination time limitation or, to the extent that applicable law requires a limited duration for Trade Secret covenants, for as long as applicable law allows. I acknowledge and agree that, among other things, any non-public, written list of Company Clients and any strategic Company Client-related information, data or documents, and any non-public, written, strategic product or service descriptions shall constitute Trade Secrets for all purposes of this Agreement and under law; provided, however, that if applicable law mandates that any of the foregoing are not Trade Secrets, I stipulate that those items be treated as non-Trade Secret Confidential Information for purposes of this Agreement.

**3. Inventions, Ideas and Patents.** I will disclose promptly to the Company, and only to the Company, any invention, idea, innovation, technology, Trade Secret, know-how, design, process or method (i) that I develop, alone or with others, at any time during my Affiliation with the Company, and (ii) that is in any way connected with or related to my Affiliation with the Company or the Business as engaged in by the Company (an "Invention"). I hereby assign to the Company all intellectual property and other legal rights to any such Invention. During the term of my Affiliation with the Company, and for two (2) years thereafter, I will cooperate with the Company and sign all papers and documents deemed necessary by the Company to enable it to obtain, maintain, protect and defend exclusive ownership of all rights in the Inventions. I irrevocably appoint the Company as my agent to execute and deliver any assignments, papers or documents I fail or refuse to execute and deliver promptly, this power being coupled with an interest and being irrevocable. Below my signature on this Agreement is a list of all inventions, ideas, innovations, technologies, Trade Secrets, know-how, designs, processes or methods (a) that I claim to own and that I developed or conceived prior to my Affiliation with the Company or (b) that are not in any way connected with or related to my Affiliation with the Company or the Business as engaged in by the Company ("Excluded Rights").

**4. Works for Hire.** All writings, tapes, recordings, computer programs and other works in any medium of expression that I prepare or have prepared, or to which I contribute or have contributed, in connection with my Affiliation with the Company (collectively the "Works"), and all copyrights and other rights in and to the Works, belong solely, irrevocably and exclusively throughout the world to the Company as "works made for hire," as that term is defined under the United States

copyright laws. However, to the extent any court or agency should conclude that the Works (or any of them) do not constitute or qualify as a "work made for hire," I hereby assign, grant and deliver, solely, irrevocably, exclusively and throughout the world to the Company, all copyrights and other rights to the Works. I also agree to cooperate with the Company and to execute such other further grants and assignments of all rights as the Company from time to time reasonably may request for the purpose of evidencing, enforcing, registering or defending its ownership of the Works and the copyrights in them. Without limiting the preceding provisions of this Section 4, I agree that the Company may edit, modify, use, publish and otherwise exploit the Works in all media and in such manner as the Company, in its discretion, may determine.

**5. Conflicting Obligations; Compliance with Laws.** My Affiliation with the Company and performance of my obligations for the Company do not and will not breach any obligation to any other person or entity, including, without limitation, any obligation to keep information of others confidential or any non-competition obligation or other restrictive covenant. I will not use or disclose any information or other materials belonging to another in connection with my Affiliation with the Company where use or disclosure of such information would violate any legal obligation I owe to the other party.

**6. Restriction on Solicitation of Clients.** During my Affiliation with the Company and for a period of twelve (12) months after any termination or expiration of my Affiliation with the Company (the "Restricted Period"), I will not, directly or indirectly, individually or on behalf of another, alone or in conjunction with other parties, solicit Company Clients for the purpose of providing them with (or having them provided with) products or associated services related to the "Business". During the twelve-month period after my Affiliation with the Company ends, this non-solicitation obligation is limited to Company Clients (a) that I serviced or solicited on behalf of the Company, (b) whose dealings with the Company I coordinated or supervised, in whole or in significant part, or (c) about whom I obtained Company Confidential Information, in each case during the one-year period immediately prior to the end of my Affiliation with the Company.

**7. Solicitation of the Company Personnel.** During the Restricted Period, I will not, directly or indirectly, individually or on behalf of another, alone or in conjunction with other parties, solicit any person who is then an employer, contractor, director, agent or consultant of the Company for purposes of having that person become employed by or otherwise join or affiliate with another entity.

8. Interference with Contracts. During the Restricted Period, I will not directly or indirectly, individually or on behalf of another, alone or in conjunction with other parties, knowingly interfere with or seek to have a party terminate or not renew any contractual relationship (a) between a Company Client and the Company, (b) involving a Company Client, (c) between an employee, contractor, director, agent or consultant of the Company and the Company, or (d) between the Company and any provider of products or services to the Company. During the twelve-month period after my Affiliation with the Company ends, this non-interference obligation is limited to Company Clients, employees, contractors, etc. (a) that I serviced or solicited on behalf of the Company, (b) whose dealings with the Company I coordinated or supervised, in whole or in significant part, or (c) about whom I obtained Company Confidential Information, in each case during the one-year period immediately prior to the end of my Affiliation with the Company. While I acknowledge that it is my understanding and the Company's understanding that this covenant is not intended to constitute a "no-compete covenant," if applicable law, nevertheless, deems it to be such a covenant, then this covenant will be deemed to be removed from this Agreement and inapplicable.

9. Return of Materials. Upon termination or expiration of my Affiliation with the Company for any reason, or at any time upon the Company's request, I shall deliver to the Company: (a) all of its software, computers, modems, diskettes, instruments, tools, devices, documents, plans, records, drawings, papers, notes and all other materials, and any copies thereof, in my possession or control that relate in any way to the Company's business, and (b) all other property relating to my employment, including, without limitation, the Company credit cards, telephone cards, office keys, desk keys and security passes. I understand and agree that all materials provided to me by the Company or prepared or created by me in connection with my Affiliation with the Company belong to the Company.

10. Status. I acknowledge that nothing in this Agreement will be construed as constituting a commitment, guarantee, agreement or understanding of any nature that the Company will continue my affiliation, nor will this Agreement affect in any way the right of the Company to terminate my Affiliation with the Company at any time and for any reason whatsoever, subject to applicable law and any other agreements between me and the Company.

11. Relief. I acknowledge that a breach or threatened breach of any of the terms of this Agreement would result in material and irreparable damage and injury to the Company, and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, the Company shall be entitled to injunctive relief by a court of appropriate jurisdiction in the event of my breach or threatened breach of any of the terms contained in this Agreement. I agree to reimburse the Company for any and all fees, expenses and costs (including but not limited to reasonable attorneys fees and court costs) it incurs in enforcing this Agreement against me.

12. Miscellaneous. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect. This Agreement shall inure to the benefit of the Company, its affiliates, and their respective successors and assigns, and shall be binding upon me and my heirs, executors, administrators and personal representatives. This Agreement contains the entire agreement and understanding between me and the Company with respect to the matters contained in this Agreement, and this Agreement supersede any and all prior agreements with respect to the subject matter of this Agreement. The Company's failure to insist on strict performance of any term or to exercise any right shall not be construed as a waiver or relinquishment for the future of such term or right, which shall continue in full force and effect. The existence of any claim by me, whether predicated on this Agreement or otherwise, shall not constitute a defense to the Company's ability to enforce this Agreement. During the Restricted Period, I agree to provide any prospective employer with a copy of this Agreement, and upon accepting any employment with another entity, provide the Company with the new employer's name and a description of my role with the new employer.

13. Consent to Jurisdiction and Venue. I agree that any claim arising out of or relating to this Agreement shall be (i) brought in the Superior Court of Fulton County, Georgia, or (ii) brought in or removed to the United States District Court for the Northern District of Georgia, Atlanta Division. I consent to the personal jurisdiction of the courts identified above. I waive (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

SIGNATURE PAGE

My Full Name: MATTHEW SPISAK

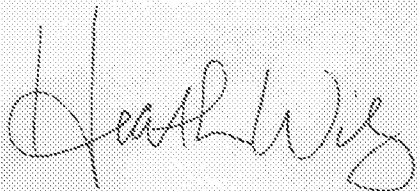
My Signature: 

Date: 10/3/2014

EMPLOYEE OWNED INVENTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENDGAME SYSTEMS, INC.



Authorized Signature: \_\_\_\_\_

Printed Name: Heather Wiley

Date: October 2, 2014

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