

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6844411

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PETER DONAT	07/20/2010
RECEIVING PARTY DATA		
Name:	FIRST DATA CORPORATION	
Street Address:	255 FISERV DRIVE	
City:	BROOKFIELD	
State/Country:	WISCONSIN	
Postal Code:	53045	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13650659	
CORRESPONDENCE DATA		
Fax Number:	(202)672-5399	
<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:	2026725300	
Email:	ipdocketing@foley.com, lelliott@foley.com	
Correspondent Name:	FOLEY & LARDNER LLP	
Address Line 1:	3000 K. STREET, N.W.	
Address Line 2:	SUITE 600	
Address Line 4:	WASHINGTON, D.C. 20007-5109	
ATTORNEY DOCKET NUMBER:	012474-3173 (ES 1472)	
NAME OF SUBMITTER:	LINETTE ELLIOTT	
SIGNATURE:	/LINETTE ELLIOTT/	
DATE SIGNED:	08/02/2021	
Total Attachments: 3		
source=012474-3173 (ES 1472) Employee Agreement - Peter Donat#page1.tif		
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**EMPLOYEE AGREEMENT
CALIFORNIA**Business Unit: 017 - First Data Card Solutions Inc

This Agreement is between the undersigned employee ("Employee") and business unit listed above (hereinafter referred to as the "Company").

In consideration of the Company's agreement to employ me and to provide me Trade Secrets and/or Confidential Information, I agree as follows:

1. **Ownership and Assignment of Intellectual Property.** By signing below, I acknowledge that I have read the attached notice with respect to ownership of certain inventive rights and hereby assign and agree to assign, free of any obligation whatsoever, to the Company or its parent, subsidiaries and affiliates, as appropriate, as well as its or their successors, assigns, or nominees, my entire right, title and interest in any developments, designs, patents, inventions and improvements, trade secrets, trademarks, service marks, corporate names, domain names, copyrightable subject matter (collectively, "Intellectual Property"), or proprietary information which I have made, or may make, in whole or in part, and either solely or jointly with others, while I am employed by the Company and/or with the use of the time, material or facilities of the Company, and/or resulting from any tasks assigned to me or work performed by me for or on behalf of the Company.

I further agree that, without charge to the Company, but at its expense, I will promptly execute and deliver all further documents (including but not limited to original applications and applications for renewal, extension or reissue of patents, trademark or service mark registrations or copyright registrations, in any country), and perform all lawful acts, as may be necessary to vest all rights, title and interest thereto in the Company, parent, subsidiaries, and affiliates, its or their successors, assigns, or nominees. The foregoing obligation to provide documents extends beyond any termination of my employment.

I also declare that to the best of my knowledge, I do not now own or claim any Intellectual Property or proprietary information relating to the business of the Company, its parent, subsidiaries or affiliates other than the Intellectual Property specifically identified and listed on an attachment to this Agreement.

2. **Nondisclosure of Trade Secrets and Confidential Information.** I recognize and acknowledge that in the course of my employment, the Company will provide me Trade Secrets and Confidential Information (as defined below) belonging to the Company, its parent, subsidiaries, and affiliates as well as their customers, vendors or other third parties including, but not limited to, entities with which the Company does business. Trade Secrets includes but is not limited to: a) any data or information that is competitively sensitive or commercially valuable and not generally known by the public; b) any scientific or technical information, design, process, procedure, formula, or improvement, computer software, object code, source code, specifications, inventions, systems information, whether or not patentable or copyrightable.

Confidential Information means any data or information and documentation, other than Trade Secrets, which is valuable to the Company, its parent, subsidiaries, and affiliates and not generally known to the public.

I agree that for so long as the pertinent information or documentation remains a Trade Secret, I will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any Trade Secrets. I further agree that during my employment and for two (2) years after the cessation of my employment with the Company, I will not use, disclose or disseminate to any other person, organization, or entity or otherwise employ any Confidential Information. The obligations set forth herein do not apply to any Trade Secrets or Confidential Information which becomes generally known to competitors of the

Company, its parent, subsidiaries, and affiliates through no act or omission of Employee. In addition, the obligations set forth herein shall not apply to disclosures made pursuant to the Sarbanes-Oxley Act of 2002, 15 U.S.C. §7245. These non-disclosure obligations are not intended to prohibit any employee from discussing with others (excluding competitors) information about his or her wages, benefits or working conditions.

I acknowledge my responsibility as a user of the Company computer system. I will not share my password with any other users. I understand that I am accountable for all access made by my logon ID (user ID) and that this logon may be revoked and appropriate steps may be taken if it is abused.

3. Records. Upon any termination of my employment or at any time the Company requests, I agree to immediately turn over to the Company all Company materials and Trade Secrets and Confidential Information, and all copies thereof (including without limitation all documents, papers, computer files, reports or other material in my possession or under my control which may contain or be derived from Trade Secrets, Confidential Information and/or Intellectual Property, together with all documents, notes, records, drawings, manuals, or other work products which are connected with or derived from my employment activities for the Company.

4. Third Party Agreements and Code of Conduct. I agree to abide by the terms and conditions of software license, non-disclosure, and confidentiality agreements entered into by the Company ("Third Party Agreements"). In addition, I acknowledge that I have received a copy of the Company's Code of Conduct and agree to abide by the terms outlined in that document.

5. Injunctive Relief. I acknowledge that breach of any of the terms of this Agreement or any "Third Party Agreements" may give rise to irreparable injury to the Company, its customers or suppliers, or other third parties. I also agree that such injury would be inadequately compensated by money damages alone. Accordingly, the Company, or, where appropriate, affiliates, customers or suppliers of the Company, may seek and obtain injunctive relief in addition to any other legal remedies which may be available.

6. Prior Employer. I represent that my performance as an employee of the Company will not breach any employment agreement or any agreement to keep in confidence the trade secrets, confidential or proprietary information of a former employer. I have not brought any trade secrets, confidential or proprietary information of a former employer to the Company. I will not disclose or use in the performance of my work with the Company any trade secrets, confidential or proprietary information of a former employer unless I have obtained written authorization from the former employer.

7. New or Prospective Employers. In the event that I seek or am contacted by new or prospective employers other than the Company, I agree that I will affirmatively reveal the existence of the Employee Agreement to said new or prospective employers.

8. Non-Solicitation of Employees. Both during employment with the Company and for twelve (12) months after the cessation of employment with the Company, I will not recruit, hire, or attempt to recruit or hire, directly or by assisting others, any other employee of the Company with whom I had contact or about whom I learned Trade Secrets or Confidential Information during my last twenty-four (24) months of employment with the Company. For the purposes of this paragraph "contact" means any business-related interaction between me and the other employee.

Non-Solicitation of Business. I agree that while employed by the Company, I will have contact with and become aware of the Company's customers and the representatives of those customers, their names and addresses, specific customer needs and requirements, and leads and references to prospective customers, and that I will benefit and add to the Company goodwill with its customers and in the marketplace generally. I further agree that loss of such customers will cause the Company significant and irreparable harm and that the below paragraph is reasonable and necessary to protect the

Company's legitimate business interests in its customer relationships, Trade Secrets and Confidential Information.

Accordingly, I agree that, for twelve (12) months after the cessation of my employment with the Company, I will not solicit, attempt to solicit, either directly or indirectly, for any competitive purpose, a customer, prospective customer, or customer referral source of the Company for the purpose of providing:

online transactions and information-based solutions that enable its clients to introduce and support their own customized stored value card programs

This restriction applies only to any customer, prospective customer, or customer referral source of the Company with whom I had contact or about whom I learned Trade Secrets or Confidential Information during the last twenty-four (24) months of my employment with Company. As used in this paragraph, a "customer referral source" in any entity with which the Company has entered into agreement (or is seeking to enter into such agreement) with to refer customers to Company.

10. Employment at Will. I understand and agree that my employment with the Company is terminable at the will of either the Company or myself. I may terminate my employment at any time with or without notice and the company has similar right. There are no representations or promises that employment will continue for any set period of time, nor are there any representations or promises that employment will be terminated only under particular circumstances. I acknowledge that no representations, express or implied, may be made which are inconsistent with this policy and no one other than an officer of the Company is authorized to make representations, express or implied, inconsistent with the policy.

11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California (without regard to its conflict of laws provisions) and may be modified only by a written agreement signed by the Company and me.

12. Severability. The various parts of this Agreement are intended to be severable. Should any part be rendered or declared invalid by reason of any legislation or by a decree of a court of competent jurisdiction, such part shall be deemed modified to the extent required by such legislation or decree and the invalidation or modification of such part shall not invalidate or modify the remaining parts of the Agreement.

13. Computer Access and Systems. I hereby understand that all Company computing platforms, associated systems, and data are considered for internal-use-only and not for personal use. In addition, all user identifiers and passwords are considered Confidential Information and unauthorized disclosure and use may result in disciplinary action. I understand all Company systems are controlled and unauthorized access into these systems is considered a criminal offense and may result in disciplinary action and prosecution.

14. General. This Agreement is not intended to replace or negate any other agreement(s) I have entered into or may enter into with the Company, but is intended to be in addition to them. The provisions of this Agreement shall survive any termination of my employment.

☒ I, the undersigned, understand and agree to the above terms of the Agreement.

Employee Signature: Peter Donat (Electronically Signed)

230248 [Tue Jul 20 2010 21:20:33 GMT-0700 (Pacific Daylight Time)]