

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7103347

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JASON WRIGHT	06/23/2014
RECEIVING PARTY DATA	
Name:	SPIREON, INC.
Street Address:	16802 ASTON ST.
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9779379
CORRESPONDENCE DATA	
Fax Number:	(865)523-4478
<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:	8655464305
Email:	mbradford@luedeka.com
Correspondent Name:	MICHAEL J. BRADFORD
Address Line 1:	P. O. BOX 1871
Address Line 4:	KNOXVILLE, TENNESSEE 37901
ATTORNEY DOCKET NUMBER:	72870.US
NAME OF SUBMITTER:	MICHAEL J. BRADFORD
SIGNATURE:	/Michael J. Bradford/
DATE SIGNED:	01/04/2022
Total Attachments: 6	
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**EMPLOYEE
CONFIDENTIAL NON-DISCLOSURE
NON-CIRCUMVENTION
AND NON-SOLICITATION AGREEMENT
(CALIFORNIA EMPLOYEES)**

THIS CONFIDENTIAL DISCLOSURE, NON-CIRCUMVENTION AND NON-SOLICITATION AGREEMENT (“Agreement”) is made and entered into as of 6/23/2014, by and between **Spireon, Inc.**, a Tennessee corporation (“Employer”); and Jason Wright (“Employee”).

WITNESSETH:

WHEREAS, Employee is or will be employed by Employer on an at-will basis; and

WHEREAS, in connection with Employee’s employment by Employer, Employee has learned or will learn of highly confidential information which is important to Employer’s business operations; and

WHEREAS, to protect its valuable business information and its employees from the possibility of harm caused by Employee, Employer has requested that Employee enter into this Agreement; and

WHEREAS, Employee has freely agreed to enter into this Agreement and abide by its provisions;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises, Employee’s employment by Employer, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Confidential Information. “Confidential Information” means all information of every nature and kind that has or could have commercial value or other utility in business, whether tangible, intangible, written, oral, on magnetic or other storage media, or in any other form of every nature and kind, whether disclosed prior to or after the date hereof, including, without limit, the following: prospective and existing customer information, marketing knowledge and information, sales figures, pricing information, plans, formulas, formulations, specifications, designs, prototypes, know how, processes, technology, software, documentation, samples, secrets, inventions, patents, patent applications, innovations, procedures, strategies, copyrights, trade names, trademarks, business plans, marketing methods, marketing tools, sales methods, sales tools, and present and future products and policies, all as disclosed or made available in any manner by Employer, or otherwise learned by Employee in connection with Employee’s employment by Employer. However, Confidential Information will not include information which is public knowledge, becomes public knowledge through no fault of the parties, or is received independently from a third party who had such information independently from the parties hereto, and who had the right to disclose such information.

2. Employer’s Affiliates. The term “Employer” includes Affiliates of Employer. The term “Affiliate” means any person, partnership, joint venture, limited liability company, corporation, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly control, are controlled by, or are under common control with Employer.

3. **Acknowledgements.** Employee acknowledges and agrees that Confidential Information is proprietary to and a valuable trade secret of Employer, that the Confidential Information is secret, that the Employer has made reasonable efforts to keep the Confidential Information secret, and that the Confidential Information has value because it is secret. Employee further acknowledges and agrees that any disclosure or unauthorized use of the Confidential Information will cause irreparable harm and loss to Employer. Finally, Employee acknowledges that any impermissible use or disclosure of Employer's trade secrets is a violation of the Uniform Trade Secrets Act as codified in California Civil Code § 3426 *et seq.* ("UTSA"). Under the UTSA, if Employee misappropriates Employer's trade secrets, Employee is liable to Employer for amounts up to twice the losses actually caused by the misappropriation and all of Employer's attorneys' fees.

4. **Use and Non-disclosure of Confidential Information.** In consideration of Employer's disclosure of Confidential Information to Employee, Employee agrees to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

- (a) to use Confidential Information for the sole purpose of performing services for Employer in connection with Employee's employment with Employer and to not use the Confidential Information for any other purpose;
- (b) to not copy, in whole or in part, Confidential Information;
- (c) to limit dissemination of Confidential Information to only those of Employer's employees who have a need to know the Confidential Information to perform the limited tasks set forth in subsection (a) above, and to prevent the further dissemination or use of Confidential Information by any person for any purpose other than that set forth in subsection (a) above;
- (d) to protect and maintain the secrecy and confidentiality of Confidential Information; and
- (e) to return Confidential Information, including all copies and records thereof, to Employer upon receipt of request therefore, or a decision by either party to terminate the employment relationship between Employer and Employee, whichever occurs first.

Employee hereby acknowledges that his or her duties pursuant to this Paragraph 4 are a continuing obligation that is in effect both during and after Employee's employment with Employer and shall last as long as the Confidential Information is not generally known to the public through proper means.

5. **Non-circumvention.** In addition to the obligations contained in Paragraph 4 herein, Employee expressly agrees:

- (a) that Employee (i) will not reverse engineer, analyze, or otherwise subject Confidential Information to any tests that would disclose the identity or makeup of the Confidential Information or (ii) permit others to reverse engineer, analyze or otherwise subject Confidential Information to any tests that would disclose the identity or makeup of the Confidential Information;
- (b) that Employee will take all precautions necessary to guard the Confidential Information against improper disclosure or use; and

- (c) that Employee will not make for or sell to any third party any product that uses the Confidential Information without the prior express written consent of an authorized officer of Employer.

6. **Non-solicitation.** Because Employee has or will have access to Employer's trade secrets, including but not limited to the Confidential Information, Employee shall not directly or indirectly, during Employee's employment with Employer, and for one (1) year after the date of termination (the "Non-solicitation Period") solicit, induce, or attempt to induce any person in the employment of Employer or any consultant to Employer to (i) terminate such employment or consulting arrangement or (ii) accept employment or enter into any consulting arrangement, with anyone other than Employer. Employee further agrees not to use Employer's trade secrets, including but not limited to the Confidential Information, to contact or solicit, whether directly or indirectly, any of Employer's customers or clients who are Employer's customers or clients on the day that Employee's employment with Employer terminates or with whom Employee has had any contact during the period of his or her employment by Employer.

7. **Intellectual Property.** Employee agrees that, without any additional compensation, any and all inventions, processes, innovations, changes, improvements, patents, patent applications, copyrights, and trademarks developed or invented at any time during the Employee's employment with Employer (collectively "Inventions"), whether during working hours or any other time, shall be and remain the sole property of Employer, except for Excluded Inventions, as defined below. Employee further agrees that all data and other information developed directly or indirectly pursuant to Employee's employment shall be and remain the sole property of Employer. Employee agrees to make full disclosure thereof to Employer and to do all acts and execute and deliver all such instruments, specifically including, without limit, applications for patents, as requested by Employer to vest in Employer the title to all such Inventions. During and after Employee's employment with Employer, Employee shall give all lawful testimony that, in Employer's sole discretion, may be required in any proceeding involving Employer's right, title, or interest in or to any of the Inventions or relating to the development or protection of the Inventions. "Excluded Inventions" means any Inventions that qualify, under the provisions of California Labor Code Section 2870, for exclusion. Employee hereby assigns to Employer all right, title, and interest in and to any Invention made, created, conceived, reduced to practice, or learned by Employee during employment with Employer, except Excluded Inventions. Employee acknowledges that all original works of authorship made by Employee during the scope of employment are considered "works made for hire."

8. **Survival.** The restrictions and obligations of this Agreement shall bind both parties as long as Employee is employed in any capacity, full or part time, by Employer, and shall survive any expiration, termination, or cancellation of this Agreement or the employment relationship and shall continue to bind the parties, their successors and assigns. Provided however, notwithstanding this Paragraph 8, any provision of this Agreement specifically containing a shorter duration shall terminate as specified in such provision.

9. **Assignment.** Employee may not assign any rights or obligations hereunder. Employer may assign its rights and obligations hereunder to any person or entity purchasing a controlling interest in Employer, or substantially all of the business assets of Employer. Any prohibited attempted assignment, transfer, pledge, or hypothecation, or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provision, or the levy of any attachment or similar process thereupon, shall be null and void and without effect, and shall constitute a material breach hereof.

10. **Negation of Licenses.** No rights or licenses, expressed or implied, are hereby granted to Employee under any patents, copyrights, or trade secrets of Employer as a result of or related to this Agreement.

11. **Authority.** The undersigned each individually represent and warrant that they have the power and authority to execute this Agreement, and that upon execution hereof, this Agreement will be valid, binding, and enforceable in accordance with its terms.

12. **Injunctive Relief.** Employee acknowledges that violation of this Agreement would cause immediate and irreparable harm to Employer and that damages for such harm would be difficult to calculate. Employee agrees that Employer may seek an injunction—temporary, permanent, or otherwise—restraining order, or such other equitable relief as may be available to prevent or restrain Employee's breach of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties and supercedes any prior agreements, written or oral, between the parties. There are no other agreements between them, written or oral. Neither party has made any representation, warranty, or covenant not contained in this Agreement. Further, no amendment, modification, or waiver of, or supplement to, this Agreement shall be effective, unless it is in writing and signed by each party. The agreements made herein may not be modified, supplemented, or changed in whole or in part by any waiver (other than a written waiver signed by the parties), oral representation, or course of dealing.

14. **Attorneys' Fees.** If any party hereto resorts to litigation to remedy a breach of this Agreement, the prevailing party in the litigation, in addition to any other remedies available under this Agreement or by law, may collect all or a portion of its reasonable attorneys' fees and other costs and expenses of litigation at the discretion of the judge, who shall consider both the reasonableness of the attorneys' fees and other costs and the relative merits of each party's position. It is the intent of all parties hereto to avoid litigation without preventing a party from seeking redress for a valid dispute. To that end, all parties express their intent and agreement that unreasonable attorneys' fees and costs not be awarded, and that all or a portion of reasonable attorneys' fees and costs be awarded when, in the court's opinion, the party against whom such fees and costs are awarded has maintained position(s) which have significantly less merit compared to the prevailing party's position(s).

15. **Consent to Jurisdiction, Venue.** The parties agree that this Agreement and any dispute arising out of or related to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee without resort to its law of conflicts. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Tennessee and to the jurisdiction of the United States District Court for the Eastern District of Tennessee, for the purpose of any suit, action, or other proceeding arising out of, based upon, or related to this Agreement; waive and agree not to assert by way of motion, as a defense, or otherwise, in any such suit, action, or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action, or proceeding is brought in any inconvenient forum, that the venue of the suit, action, or proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and waive and agree not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such Tennessee state or federal court. Venue for any proceeding under this Agreement will be in Knox County, Tennessee, in courts of the State of Tennessee, or federal district courts. The parties hereby consent to service of process by registered mail at the address of the following addresses:

- (a) If notice to the Employer, then in care of its registered agent, William E. McClamroch, III at the following address:

William E. McClamroch, III
Egerton, McAfee, Armistead & Davis, P.C.

900 South Gay Street
Suite 1400
Knoxville, TN 37902

(b) If notice to the Employee, then to the Employee's home address on file with the Employer.

16. **Severability.** Employer and Employee intend that this Agreement shall be enforced to the fullest extent allowed by law and under no circumstances shall be terminated in full if any portion of this Agreement shall be found by a court of competent jurisdiction to exceed the limitations or restrictions permitted by applicable law. Accordingly, Employee and Employer agree that, if at any time a court of competent jurisdiction shall determine that any provision of this Agreement is unreasonable or invalid, Employer shall be entitled to enforce this Agreement to the fullest extent allowed by law.

17. **Third Party Beneficiaries.** The parties acknowledge and agree that all Affiliates of Employer are express third-party beneficiaries of the provisions of this Agreement and that any such Affiliate will be entitled to enforce directly all such provisions hereof against the Employee as if it were a party hereto.

18. **Consent.** Whenever any provision requires consent of a party, such consent shall be within the sole and absolute discretion of such party and may be withheld for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER

SPIREON, INC.

By: Ronnie Speltner

Title: Head, HR Dept

EMPLOYEE

DocuSigned by:
Signature: Jason Wright

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Printed Name: Jason Wright

Limited Exclusion Notification

This is to notify Employee in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between Employee and Employer does not require Employee to assign or offer to assign to Employer any Invention that Employee develops entirely on Employee's own time without using Employer's equipment, supplies, facilities, or trade secret information, except for those Inventions that either:

- (a) Relate at the time of conception or reduction to practice to Employer's business, or actual or demonstrably anticipated research or development; or
- (b) Result from any work performed by Employee for Employer.

To the extent a provision in the foregoing Agreement could be construed to require Employee to assign an Invention otherwise excluded by Section 2870-2872 of the California Labor Code, the provision should not be construed to require an assignment of an Excluded Invention.