

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7218360

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SEPARATION AGREEMENT, VERIFYING OBLIGATION TO ASSIGN	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOCHEN W ROTH	04/26/2020
RECEIVING PARTY DATA		
Name:	PUBNUB, INC.	
Street Address:	60 FRANCISCO STREET	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94133	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17654332
CORRESPONDENCE DATA		
Fax Number:	(609)896-1469	
<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:	609-896-3600	
Email:	ipdocket@foxrothschild.com	
Correspondent Name:	FOX ROTHSCHILD LLP	
Address Line 1:	997 LENOX DRIVE	
Address Line 4:	LAWRENCEVILLE, NEW JERSEY 08648-2311	
ATTORNEY DOCKET NUMBER:	109317.00611	
NAME OF SUBMITTER:	JENNIFER L. LUTZ	
SIGNATURE:	/Jennifer L. Lutz/	
DATE SIGNED:	03/10/2022	
Total Attachments: 7		
source=00611_Jochen_Separation_Agreement_04262020#page1.tif		
source=00611_Jochen_Separation_Agreement_04262020#page2.tif		
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source=00611_Jochen_Separation_Agreement_04262020#page4.tif		
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source=00611_Jochen_Separation_Agreement_04262020#page6.tif		



THIS IS A LEGAL DOCUMENT-PLEASE CAREFULLY REVIEW

DATE OF DELIVERY OF DOCUMENT: April 6, 2020

**CONFIDENTIAL SEPARATION AGREEMENT AND
GENERAL RELEASE OF CLAIMS**

This Confidential Separation Agreement and General Release of Claims (the "Agreement"), dated **April 6, 2020**, is made and entered into by and between **Jochen Roth** ("Employee") and **PUBNUB INC.** ("Company") (collectively, the "Parties").

READ CAREFULLY: If the terms of this Agreement are satisfactory, please signify your acceptance in the space provided at the end of the Agreement. The signed original of this Agreement should then be returned to the Company. This offer will remain in effect for 21 calendar days from the "Date of Delivery of Document" shown at the top of this first page ("Acceptance Expiration Date"). If you do not sign and return this document to the Company before then, the offer shall be deemed withdrawn, null and void and of no further force and effect.

WHEREAS, Employee has been an employee of the Company and is 40 years of age or older.

WHEREAS, Employee's last day of employment with the Company will be **April 6, 2020** ("Separation Date").

WHEREAS, Employee has not filed any claim in a civil action or a complaint or charge in an administrative action against Employer, or any of its affiliated or related entities, or any employee, representative or agent of Employer. In addition, Employee has not filed a claim against Employer in court, before an administrative agency, in an alternative dispute resolution forum, or through the employer's internal complaint process.

WHEREAS, in connection with Employee's departure, Employee and the Company desire to settle fully and finally any existing or potential differences between them including, without limitation, all tort, contractual, discrimination, statutory and common law claims related in any way to Employee's employment and/or the termination of Employee's employment with the Company.

NOW, therefore, in consideration for Employee's signing this Agreement and compliance with the promises made herein and other good and valuable consideration to which Employee is not entitled, and provided that Employee signs and returns this Agreement to Company before the **Acceptance Expiration Date** without revocation (as set forth below in Section 6), the Company and Employee agree as follows:

1. Termination of Employment. Employee's employment with the Company will end effective the Separation Date. By separate cover letter, additional information will be provided regarding

If the terms of this Agreement are satisfactory, please signify acceptance in the space provided below. The signed original of this Agreement should then be returned to the Company. **This offer will remain in effect for acceptance and execution by Employee until the Acceptance Expiration Date.**

Again, we deeply regret the need for this action. Thank you for your efforts and contributions to the Company. We appreciate your service and very much hope that you find a new position soon. Best wishes to you in your future endeavors.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. IT CONTAINS A GENERAL RELEASE OF RIGHTS OR CLAIMS AND A WAIVER OF ADEA RIGHTS OR CLAIMS AGAINST THE COMPANY.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the date set forth above.

PUBNUB INC.


DocuSigned by:

BY: A70333F4D8C849D...
NAME:

TITLE: CHIEF EXECUTIVE OFFICER

DATE: 4/26/2020

EMPLOYEE

DocuSigned by:

BY: 760E555B389A4F1...

Jochen Roth

PRINTED NAME: _____

DATE: 4/26/2020

Exhibit A – PubNub Proprietary Information and Inventions Agreement

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on **April 6, 2020**, I received the following documents:

- SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS, and
- PUBNUB PROPRIETARY INFORMATION AND INVENTIONS

AGREEMENT

and that I have been advised that I must promptly and carefully read each document, as important rights will be affected.

DocuSigned by:

Jochen Roth

4/26/2020

Signature of Employee

Date

Jochen Roth

Printed Name

FOR COMPANY USE ONLY

Manager(s) or HR Representative(s) Present:

Vincent Nalbone, Engineering Director

Print Name

James Hamilton, VP Operations

Print Name

Immediately return to Company HR Department

Exhibit A

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that PubNub Inc., a Delaware corporation (the “Company”) and I, **Jochen Roth**, have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into any agreement either written or oral in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by the Company in writing hereafter, use or disclose my own or any third party’s confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as **Appendix A-1**) (collectively “Inventions”) and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at the Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to the Company’s actual or proposed business is not within the scope of the foregoing assignment, I have listed it on **Appendix B-1** in a manner that does not violate any third party rights or disclose any confidential information. Without limiting Section 1 or Company’s other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or (except pursuant to this Section 2) disclose my own or any third party’s confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence,

constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the Chief Executive Officer of the Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

PUBNUB INC.

DocuSigned by:

Signature:

Todd Greene

A70333F4D8C649D...

Name: Todd Greene

EMPLOYEE

DocuSigned by:

Signature:

Jochen Roth

760E555B389A4F1...

Name: Jochen Roth

Title: CEO Title: _____

APPENDIX A-1

California Labor Code Section 2870. Application of provision providing that the employee shall assign or offer to assign rights in invention to the employer.

- (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for his employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

APPENDIX B-PRIOR MATTER

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