

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7352113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHRISTOPHER POWERS	12/15/2015
SHAFIQ SHARIFF	12/09/2015
SRIDATTA VISWANATH	03/28/2022
LOGAN TYLER JENNINGS	12/14/2015
WILL MEGSON	05/11/2020
DEREK NORDQUIST	11/01/2010
LORI KAPLAN	04/25/2020
AMIT KOREN	05/22/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GROUPON, INC.
<b>Street Address:</b>	600 WEST CHICAGO AVENUE, SUITE 620
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60654
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14865181
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	704-444-1000
<b>Email:</b>	usptomail@alston.com
<b>Correspondent Name:</b>	ALSTON & BIRD LLP
<b>Address Line 1:</b>	101 S TRYON ST, SUITE 4000
<b>Address Line 2:</b>	ONE SOUTH AT THE PLAZA
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28280-4000
<b>ATTORNEY DOCKET NUMBER:</b>	058407/464067
<b>NAME OF SUBMITTER:</b>	CATHERINE EDWARDS
<b>SIGNATURE:</b>	/Catherine Edwards/

PATENT

<b>DATE SIGNED:</b>	05/26/2022
<b>Total Attachments: 24</b> source=464067 Assignments#page1.tif source=464067 Assignments#page2.tif source=464067 Assignments#page3.tif source=464067 Assignments#page4.tif source=464067 Assignments#page5.tif source=464067 Assignments#page6.tif source=464067 Assignments#page7.tif source=464067 Assignments#page8.tif source=464067 Assignments#page9.tif source=464067 Assignments#page10.tif source=464067 Assignments#page11.tif source=464067 Assignments#page12.tif source=464067 Assignments#page13.tif source=464067 Assignments#page14.tif source=464067 Assignments#page15.tif source=464067 Assignments#page16.tif source=464067 Assignments#page17.tif source=464067 Assignments#page18.tif source=464067 Assignments#page19.tif source=464067 Assignments#page20.tif source=464067 Assignments#page21.tif source=464067 Assignments#page22.tif source=464067 Assignments#page23.tif source=464067 Assignments#page24.tif	

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

<b>Title of Invention</b>	Method And Apparatus For Providing Automated Market Analysis Testing
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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. 14/865,181, filed on 09/25/2015;
- ☒ Application claims priority from Application No. 62/055,518, filed 09/25/2014, 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

 (Signature) Date: 12/15/2015  
Inventor: Christopher Powers

 Witness  
 Witness Name (Printed)

 Witness  
 Witness Name (Printed)

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

<b>Title of Invention</b>	Method And Apparatus For Providing Automated Market Analysis Testing
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Chicago, IL 60654

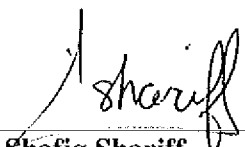
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Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells

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.

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LEGAL NAME OF INVENTOR

  
 Inventor: **Shafiq Shariff** (Signature)

Date: 12/9/2015

  
 Witness

12/9/2015  
 Witness Name (Printed)

  
 Witness

12/9/2015  
 Witness Name (Printed)

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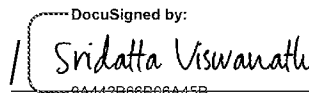
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LEGAL NAME OF INVENTOR

DocuSigned by:  
  
 9A442B66B06A45B... / (Signature) Date: 28 March 2022  
 Inventor: **Sridatta Viswanath**

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LEGAL NAME OF INVENTOR

 (Signature)  
Inventor: Logan Tyler Jennings

Date: 12/14/15

  
Witness

AARON BEDRA  
Witness Name (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Name (Printed)

**DECLARATION AND ASSIGNMENT  
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LEGAL NAME OF INVENTOR

DocuSigned by:  
  
 / \_\_\_\_\_ / (Signature) Date: 5/11/2020  
 7DAF07BCEFB94E7...

Inventor: **Will Megson**

14. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Groupon, Inc."

"Individual"

Name: \_\_\_\_\_

Name: Derek Nordquist

Signed: \_\_\_\_\_

Signed: [Signature]

Title: \_\_\_\_\_

Title: MARKET STRATEGY ANALYST

Revised 7/6/09

CONFIDENTIALITY AGREEMENT  
(DISCLOSURES BY Groupon, Inc.)

This Agreement is made and entered into, as of 11/8, 2010 by and between Groupon, Inc., having a principal place of business at 600 W. Chicago, Suite 620, Chicago, IL 60610 and Derek Nordquist, an individual, of the state of IL, having a principal place of business at Groupon, Inc.

1. Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean 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, software source documents, and formulae related to the current, future and proposed products and services of Company. "Confidential Information" includes, without limitation, Company's 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. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or Recipient in the course of Company's business.

2. Nondisclosure and Nonuse Obligations. Recipient agrees that Recipient will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions, and consultations with personnel or authorized representatives of Company and for any other purpose Company may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without the prior written approval of Company. Recipient agrees that Recipient shall treat all Confidential Information of Company with the same degree of care as Recipient accords to Recipient's own Confidential Information, but in no case less than reasonable care. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information of Company only to those of Recipient's employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient will immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Recipient's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations"), with respect to any portion of Confidential Information, shall not apply to any such portion that Recipient can document either (a) was in the public domain at or subsequent to the time such portion was communicated to Recipient by Company through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Recipient by Company; or (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Company. A disclosure of any portion of Confidential Information, either (a) in response to a valid order by a court or other governmental body, or (b) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.

4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof whether created by Company or Recipient, remain the property of Company and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. Recipient hereby does and will assign to Company all of

Revised 7/6/09

Recipient's rights, title in interest and interest in and to the Derivatives. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Recipient by Company shall remain the property of Company. At Company's request and no later than five (5) days after such request, Recipient shall destroy or deliver to Company, at Company's option, (a) all materials furnished to Recipient by Company, (b) all tangible media of expression in Recipient's possession or control which incorporate or in which are fixed any Confidential Information, and (c) written certification of Recipient's compliance with Recipient's obligations under this sentence.

5. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

6. No Export. Recipient will not export, directly or indirectly, any technical data acquired from Company pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

7. Term. This Agreement shall govern all communications from Company to Recipient that are made from the Effective Date forward with out any exception.

8. No Assignment. Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company.

9. 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; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

10. Governing Law and Forum; Legal Fees. 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 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. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive such prevailing party's reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

11. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that 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.

12. Waiver; Amendment; Modification. No term or provision hereof will be considered waived by Company, and no breach excused by Company, unless such waiver or consent is in writing signed by Company. The waiver by Company of, or consent by Company to, a breach, of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Recipient. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

13. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company 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).

Revised 7/6/09

CONFIDENTIAL MATERIALS RELEASE FORM

To:

From:

Date:

Contact Person:

All materials released under this form are covered by the terms and conditions of:

Contract: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Description of Materials Released:

Additional Restrictions and Comments:

Acknowledged and Agreed to by:

Groupon,

Date: \_\_\_\_\_

Signature

Print Name

Accepting Party: \_\_\_\_\_

Date: 11/1/10

Derek Nordquist  
Signature

DEREK NORDQUIST  
Print Name

Please sign above, print name and date and return to:

Groupon, Inc.  
600 W. Chicago, Ste. 850  
Chicago, IL 60610

Revised 7/6/09

**PATENT**  
**REEL: 060200 FRAME: 0464**

19. Waiver; Amendment; Modification. The waiver by Company 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 Company. No waiver by Company of, or consent by Company 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 Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

20. Entire Agreement. This Agreement represents my entire understanding with Company 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 Employee Innovations and Proprietary Rights Assignment Agreement and that I understand and will fully and faithfully comply with such provisions.

"COMPANY"

EMPLOYEE OR CONTRACTOR:

Groupon, Inc.

By: [Signature]

By: [Signature]

Title: MR Mgr

Printed Name: DEREK NORDQJST

Dated: 10/14/11

Dated: 11/1/10

EMPLOYEE INNOVATIONS AND PROPRIETARY RIGHTS  
ASSIGNMENT AGREEMENT

This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time I (the undersigned "Employee or Contractor" in the signature block area at the bottom of this Agreement) was initially employed by and/or doing work for Groupon, Inc., a Delaware Corporation ("Company"). In return for my new or continued employment and/or payment for services rendered by Company and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge and agree that:

1. Duties; At-Will Employment; No Conflict. I will perform for Company such duties as may be designated by Company from time to time. I agree that my employment and/or independent contractor relationship with Company is for no specified term, and may be terminated by Company at any time, with or without cause, and with or without notice. Similarly, I may terminate my employment with Company at any time, with or without cause, and with or without notice. During my period of employment by Company, I will devote my best efforts to the interests of Company and will not engage in other employment or in any activities determined by Company to be detrimental to the best interests of Company without the prior written consent of Company.

2. Prior Work. All previous work done by me for Company relating in any way to the conception, reduction to practice, creation, derivation, design, development, manufacture, sale or support of products or services for Company is the property of Company, and I hereby assign to Company all of my right, title and interest in and to such previous work.

3. Proprietary Information. My employment and/or independent contractor status creates a relationship of confidence and trust between Company and me with respect to any information: (a) Applicable to the business of Company; or (b) Applicable to the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company 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, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, 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 Company or to me in the course of Company's business.

4. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns, and Company's customers, and Company, Company's assigns and Company'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 do and will assign to Company all rights, title and interest I may have or acquire in the Proprietary Information. At all times, both during my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

5. 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 Company shall remain the property of Company. Upon termination of my employment and/or independent contractor status, or at any time on the request of Company before termination, I will promptly (but no later than five (5) days after the earlier of said

termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

6. Innovations. As used in this Agreement, the term "Innovations" 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, and designs. "Innovations" includes "Inventions," which is defined to mean any inventions protected under patent laws. The innovations as used in this agreement only fall under this contract if the innovation is related to any coupon, discount, promotion, incentive, or other offer for services, products, or merchandise offered to consumers or businesses for the purpose of inducing such consumer or business to buy services, products, or merchandise, or any services similar to or competitive with the Groupon business model, or any other activity directly competitive with the current business activities of the Company or any subsidiary of the Company.

7. Disclosure of Prior Innovations. I have identified on Exhibit A ("Prior Innovations") attached hereto all Innovations, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations"), and I represent that such list is complete. I represent that I have no rights in any such Innovations other than those Prior Innovations specified in Exhibit A ("Prior Innovations"). If there is no such list on Exhibit A ("Prior Innovations"), I represent that I have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

8. Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby do and will assign to Company or Company's designee my entire right, title, and interest in and to, (a) each of the Innovations (including Inventions), 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 with Company, which either (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, or (ii) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (iii) resulted from any work I performed for Company, and (b) each of the Innovations which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), 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 with Company, which are applicable to the business of Company (collectively, the Innovations identified in clauses (a) and (b) are hereinafter the "Company Innovations"). To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company 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 Company Innovations can be neither assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest to such non-assignable and non-licensable rights. I hereby grant to Company or Company's designees 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 Prior Innovations which I incorporate, or permit to be incorporated, in any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

9. Future Innovations. I recognize that Innovations or Proprietary Information relating to my activities while working for Company and conceived, reduced to practice, created, derived, developed, or made by me, alone or

with others, within three (3) months after termination of my employment and/or independent contractor relationship may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by or working for Company. 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 Company and are to be promptly assigned to Company unless and until I have established the contrary by written evidence satisfying the clear and convincing standard of proof.

10. 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 Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company 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 or Innovations.

(b) In the event that Company 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 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 Company and Company'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 Innovations, all with the same legal force and effect as if executed by me.

11. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Company 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 Company, and I will not disclose to Company, or induce Company 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.

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

13. Covenant Not to Compete or Solicit.

(a) I will not during the Non-Compete Period (as defined below), other than on behalf of Company, directly or indirectly, without the prior written consent of Company, engage anywhere in the Geographic Area (as defined below) in (whether as an employee, agent, consultant, advisor, independent contractor, proprietor, partner, officer, director or otherwise), or have any ownership interest in (except for passive ownership of five percent (5%) or less of any entity whose securities have been registered under the Securities Act of 1933 or Section 12 of the Securities Exchange Act of 1934), or participate in the financing, operation, management or control of, any firm, partnership, corporation, entity or business that engages or participates in a "competing business purpose." The term "competing business purpose" shall mean any creation or provision of a coupon, discount, promotion, incentive, or other offer for services,

products, or merchandise offered to consumers or businesses for the purpose of inducing such consumer or business to buy services, products, or merchandise, or any services similar to or competitive with the Groupon business model (deal of the day site or collective buying platform), or any other activity directly competitive with the current business activities of the Company or any subsidiary of the Company. The Non-Compete Period shall begin on the date of this Agreement (the "Effective Date") and shall end twenty four (24) months after the termination of this Agreement.

(b) I will not during the Non-Compete Period, without the prior written consent of Company, directly or indirectly (i) induce or attempt to induce any customer, supplier, licensee, or business relation of Company to cease doing business with Company, or in any way interfere with the relationship between any customer, supplier, licensee, or business relation of Company or (ii) solicit the business of any customer of Company, whether or not I have or had personal contact with such entity for the purpose of engaging in a competing business purpose.

(c) During the Non-Compete Period, I will not, directly or indirectly, without the prior written consent of Company, solicit, encourage, hire or take any other action which is intended to induce or encourage, or has the effect of inducing or encouraging, any employee of Company or any subsidiary of Company to terminate his employment with Company or any subsidiary of Company.

(d) The Geographic Area shall mean (i) the United States or (ii) anywhere in the world outside the United States where Company or any subsidiary of Company conducts business

14. Separate Covenants. I understand that the covenants contained in the preceding Section 13 shall be construed as a series of separate covenants, one for each county, city, state, or any similar subdivision in any Geographic Area. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in the preceding paragraphs. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of the preceding Section 13 are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable laws.

15. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company 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).

16. 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; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may specify in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

17. 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 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.

18. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that 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.

Exhibit A

PRIOR INNOVATIONS

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

<b>Title of Invention</b>	Method And Apparatus For Providing Automated Market Analysis Testing
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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. 14/865,181, filed on 09/25/2015;
- ☒ Application claims priority from Application No. 62/055,518, filed 09/25/2014, 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

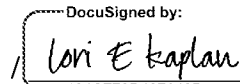
hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in the application identified above, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

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

DocuSigned by:  
 / (Signature) Date: 4/25/2020  
 484CF79D487042D  
 Inventor: **Lori Kaplan**

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

<b>Title of Invention</b>	Method And Apparatus For Providing Automated Market Analysis Testing
-------------------------------	---

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. 14/865,181, filed on 09/25/2015;
- ☒ Application claims priority from Application No. 62/055,518, filed 09/25/2014, 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

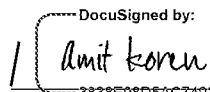
hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in the application identified above, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

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

DocuSigned by:  
  
 3838E08D5AC7492  
 / (Signature) Date: 22 May 2022  
 Inventor: **Amit Koren**