

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT VIA TRADE SECRET AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREW TYPRIN	06/09/2014
RECEIVING PARTY DATA	
Name:	MONEYGRAM PAYMENT SYSTEMS, INC.
Street Address:	2828 N. HARWOOD
Internal Address:	15TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16949356
CORRESPONDENCE DATA	
Fax Number:	
<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:	972-726-9500
Email:	patents@naifeh.com
Correspondent Name:	BILL R. NAIFEH
Address Line 1:	P.O. BOX 803423
Address Line 4:	DALLAS, TEXAS 75380
ATTORNEY DOCKET NUMBER:	MYGM.08.01.US3
NAME OF SUBMITTER:	BILL R. NAIFEH
SIGNATURE:	/BILL R. NAIFEH/
DATE SIGNED:	06/20/2022
Total Attachments: 8	
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TRADE SECRET AND CONFIDENTIALITY AGREEMENT

This TRADE SECRET AND CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by and between MoneyGram Payment Systems, Inc. ("Employer") and Andrew Tuffia ("Employee"), collectively referred to as "the Parties."

1. Acknowledgements and Stipulations. Employee acknowledges and otherwise stipulates to the following:

1.1. Employer is currently engaged in the following businesses:

- a. Providing payment services through a network of independent agents and Employer-owned retail locations in the United States and internationally, including but not limited to money transfers, money orders, bill payment services, stored value cards, and related products and services;
- b. Providing payment services via the Internet, kiosks, automated teller machines and other unmanned media in the United States and internationally to industries that include, but are not limited to, money transfers, money orders, bill payment services, stored value cards and related products and services;
- c. Providing bill payment services in the United States and internationally to industries that include, but are not limited to the credit card, debit card, mortgage, automobile, finance, telecommunications, satellite television, cable television, property management and collection industries;
- d. Processing of official checks and provision of related services for financial institutions, either directly or through trusts or other business entities; and
- e. Providing banking and processing services for payments such as rebate/refunds, gift certificates and government payments.
- f. providing electronic payment solutions to the real estate management industry.

1.2. Employer conducts its business and is engaged in competition in a nationwide market. In the case of its money transfer businesses, Employer's business and competition are conducted globally.

1.3. Employer desires to protect its legitimate proprietary interests, including but not limited to its Confidential Information (as defined herein) and trade secrets.

1.4. Employer does not voluntarily disclose Confidential Information, but rather takes precautions to prevent its dissemination except pursuant to suitable confidentiality safeguards.

1.5. Employer's Confidential Information is not generally known in the industry, has been

entrusted to Employee as a fiduciary to Employer, and has been developed by Employer through substantial expenditures of time, effort and money and is and will be used in Employer's business.

2. **Consideration.** Employee acknowledges and agrees that adequate consideration has been provided and exists for Employer's promise to abide by the terms of this Agreement.

3. **Trade Secrets and Confidential Information.**

3.1. Employee acknowledges that in Employee's position as VP MGO Employee has had and/or will be given and have access to and gain knowledge of Employer's trade secrets, highly confidential and proprietary information, including but not limited to Employer's business methods and strategies, business processes, product development, operating techniques and practices, pricing and operating costs, current and prospective client and/or customer information, key contact individuals at each client location, business contracts and financial terms related to those contracts, transaction volume and business features of each client or agent location, confidential consumer information, business plans, marketing plans, financial reporting, business reports, data, margins, statistics, trends, business analyses, corporate policies and procedures, organizational structure, technology, management systems, software and computer systems and other related information which gives Employer an opportunity to obtain a competitive advantage over its competitors who do not know or use it (collectively "Confidential Information").

3.2. Employee agrees to use best efforts and the utmost diligence to guard and protect Employer's trade secrets and Confidential Information, and Employee agrees that Employee will not, during or after the period of Employee's employment, use or disclose, directly or indirectly, any of Employer's trade secrets or Confidential Information for any purpose other than to perform Employee's job, unless consented to and/or authorized in writing by Employer.

3.3. Employee acknowledges that the Confidential Information and trade secrets are valuable, special and unique assets which are solely owned by and shall continue to be owned by Employer and that misuse, misappropriation and/or unauthorized disclosure of the Confidential Information and trade secrets will cause irreparable harm to Employer both during and/or after the term of Employee's employment.

4. **Discoveries, Inventions, Improvements and Works by Employee.**

4.1. During Employee's employment with Employer, Employee will promptly report to Employer all designs, developments, discoveries, inventions, improvements or works (collectively "Inventions") of whatsoever nature conceived or made by Employee. All such inventions and the patent, copyright, trademark and other intellectual property rights thereto which are applicable in any way to Employer's business shall be the sole and exclusive property of Employer. Whenever requested by Employer whether during

or subsequent to Employee's employment, Employee agrees to execute any papers Employer deems necessary for the protection of Employer's interest in any invention and the patent, copyright or other intellectual property rights therein.

4.2. If Employee is or at anytime becomes a resident of California, Delaware, Illinois, Kansas, Minnesota, North Carolina, Utah or Washington, then the provisions of the paragraph above, Section 4.1, shall not apply to any invention conceived or made by Employee in that state for which no equipment, supplies, facility or trade secret information of Employer was used and which was developed entirely on Employee's own time, unless:

- a. The invention relates directly to the business of Employer, or to Employer's actual or demonstrable anticipated research or development, or
- b. The invention results from any work performed by Employee for Employer.

5. Restrictive Covenants.

5.1. Definitions.

- a. "Customer" means any current, prospective or former customer of Employer with which Employee had any business contact or about which Employee had access to Confidential Information or trade secrets at any time within the twenty-four (24) months preceding Employee's separation of Employment with Employer.
- b. "Conflicting Organization" means any business that is a Customer, or any other person or organization (including one owned in whole or in part by Employee) which is engaged in or is about to become engaged in the research on, or the development, production, marketing or sale of a "Conflicting Product or Service."
- c. "Conflicting Product or Service" means any product, or process, or service in existence or under development, which is the same as or similar to or improves upon or competes with or is intended to replace or serve as an alternative to, a product, process, or service rendered by Employer or which is under development or the subject of a pending acquisition or license by Employer or as to which Employer is actively negotiating to provide products or processes or services through a business alliance relationship, and (i) which Employee either worked on, performed or sold during his or her last twenty-four (24) months of employment by Employer; or (ii) about which Employee acquired Confidential Information and/or trade secrets as a result of Employee's employment by Employer.
- d. "Specific Conflicting Organization" shall mean the following specific companies and/or businesses: First Data Corporation, Western Union, CheckFree Corporation, and Solutran, Inc., and any of their subsidiaries, affiliates, or related companies.

5.2. Reasonableness of Restrictions.

- a. Employee acknowledges and agrees that, by virtue of opportunities derived from Employee's access to Confidential Information and trade secrets, and/or contact with Customers, Employee is capable of significantly and adversely impacting Employer's existing relationships with its Customers, clients, vendors, consultants, employees, and/or agents. Employee acknowledges that Employer has a legitimate interest in protecting against interference with these relationships by Employee's use of Confidential Information and/or trade secrets and/or Employer's goodwill for a reasonable period of time following the termination of Employee's employment with Employer.
- b. Employee acknowledges and agrees that the covenants described in this Section 5 are expressly intended to protect, preserve and ensure continuity of Employer's legitimate business interests in its Confidential Information and trade secrets and/or goodwill and do not unreasonably interfere with Employee's ability to secure gainful employment following the termination of his or her employment. Employee further agrees that the time periods of the respective restraints are reasonable temporal restraints, the geographic areas and scope of the activities restricted by this Agreement are reasonable, and the customer-specific restraints, where indicated herein, are a more reasonable limitation than any territorial or geographical limitation.

5.3. Covenants. As a material inducement for receiving Employer's Confidential Information and trade secrets described in Section 3, Employee agrees that during the term of Employee's employment and for the specific periods of time set forth below after Employee's separation of employment with Employer, for whatever reason, Employee will not:

- a. interfere with existing employment or similar relationships. For a period of twelve (12) months after the separation date of Employee's employment with Employer, Employee will not directly or indirectly hire or cause any third party to hire, recruit, solicit or induce any employee, contractor, consultant or representative of Employer (or who has been employed or retained by Employer within the preceding six (6) months) to terminate his, her or its relationship with the Employer. Employee further agrees that, during such time, if a person who is employed by Employer (or who has been employed or retained by Employer within the preceding six (6) months) contacts Employee about prospective employment, Employee will inform such person that Employee cannot discuss the matter without informing Employer and obtaining permission for such discussions in writing from Employer.
- b. interfere with customer relationships. For a period of twelve (12) months after the separation date of Employee's employment with Employer, Employee shall not directly or indirectly interfere with, influence, attempt to influence, solicit, attempt

to solicit, alter, attempt to alter, or otherwise affect Employer's commercial relationships with any Customer, including but not limited to termination of the Customer relationship with Employer. Employee further agrees that, during such time, if a Customer contacts Employee about discontinuing business with Employer or otherwise changing an existing commercial relationship with Employer, Employee will inform such Customer that Employee cannot discuss the matter without informing Employer and obtaining permission for such discussions in writing from Employer.

- c. accept employment with a Conflicting Organization. For a period of twelve (12) months after the separation date of Employee's employment with Employer, Employee shall not directly or indirectly render services as an employee, trustee, principal, agent, consultant, partner, director or substantial stockholder of any Conflicting Organization where the activity of Employee for or on behalf of the Conflicting Organization is to be carried out, directly or indirectly, within the geographic region that Employee rendered services for Employer and (a) is in whole or in part, the same, similar, or substantially related to the activities/duties performed by Employee for Employer, or (b) might reasonably cause Employee to rely upon, use and/or disclose any Confidential Information and/or trade secrets, unless Employee first obtains written consent to such engagement from Employer.
- d. accept employment with a Specific Conflicting Organization. Because of the Specific Conflicting Organizations' businesses' intersection with Employer's core business and market strategies, and Employee's key responsibilities for Employer, Employee further agrees that for a period of eighteen (18) months after the separation date of Employee's employment with Employer, Employee shall not directly or indirectly render services as an employee, trustee, principal, agent, consultant, partner, director or substantial stockholder of any Specific Conflicting Organization, where the activity of Employee for or on behalf of the Specific Conflicting Organization is to be carried out, directly or indirectly, within the geographic region that Employee rendered services for Employer and (a) is in whole or in part, the same, similar, or substantially related to the activities/duties performed by Employee for Employer, or (b) might reasonably cause Employee to rely upon, use and/or disclose any Confidential Information and/or trade secrets, unless Employee first obtains written consent to such engagement from Employer.

5.4. Injunctive Relief and Other Remedies. Employee acknowledges that the damages which may arise from a breach of the covenants contained in Sections 3 and 5 of this Agreement are irreparable and difficult to prove with certainty. If any covenant contained in this Agreement is breached, in addition to other legal remedies which may be available (which shall include but not be limited to any actual damages suffered by Employer), the Employer shall be entitled to an immediate injunction from a court of competent jurisdiction to end such breach, without further proof of damage. Employer shall be entitled to reimbursement from Employee of its costs and expenses, including

reasonable attorneys' fees, incurred in enforcing this Agreement.

6. **Return of Documents and Other Property.** Upon the separation of Employee's employment with Employer, Employee shall return all of Employer's property and information within Employee's possession, including but not limited to credit cards, computers, cellular telephones, pagers, blackberries, entry cards, security badges or passes, keys, software, manuals, files, codes, documents, correspondence, processes and methodologies particular to Employer and any and all copies thereof. Moreover, Employee is strictly prohibited from making copies, or directing copies to himself through e-mail or other transmission, of any of Employer's property.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous negotiations and agreements between Employer and Employee, oral or written, relating to the subject matter hereof.
8. **Assignment.** Employee agrees and acknowledges that the rights and obligations described in this Agreement are assignable by Employer, without notice to Employee, and without Employee's consent or agreement.
9. **Non-Waiver of Breach.** One or more waivers of a breach of any term or provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same term or provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different term or provision.
10. **Severability.** The Parties intend all provisions of this Agreement to be enforced to the extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision of this Agreement is too broad to be enforced as written, the Parties intend for the court to reform the provision to such narrower scope as it determines to be reasonable and enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision shall be construed and enforce as if such illegal, invalid, or unenforceable provision were never a part of it and the remaining provisions shall remain in full force and effect.
11. **Survival.** The duties and obligations of Employee contained in this Agreement shall survive Employee's termination of employment with Employer.
12. **Governing Law and Venue.** This Agreement shall be deemed to be made and executed in Texas and shall be governed, construed and interpreted under, and in accordance with, the laws of the State of Texas, except where preempted by federal law, without regard to conflict of laws provisions. The Parties agree that all actions or proceedings that arise out of, are associated with, require the interpretation of, and/or that are in any way directly or indirectly related to the subject matter covered in this Agreement or to any matter related to Employee's employment with Employer, shall be tried and litigated exclusively in the state and/or federal courts of Dallas, Dallas County, Texas. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the

possibility of litigation between Employee and Employer with respect to matters described above in any jurisdiction other than that specified in this Section. Therefore, the Parties hereby waive any right to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any action or proceeding brought in accordance with this Section. Furthermore, THE PARTIES IRREVOCABLY CONSENT AND AGREE THAT THE STATE AND FEDERAL COURTS OF DALLAS COUNTY, TEXAS HAVE PERSONAL JURISDICTION OVER EMPLOYEE AND EMPLOYER FOR PURPOSES OF LITIGATING ANY DISPUTE, CONTROVERSY OR PROCEEDING WITH RESPECT TO THE MATTERS DESCRIBED ABOVE. The Parties agree to this application of Texas law and consent to the exclusive personal jurisdiction of the Texas courts as described above because Employer's headquarters are based in Dallas, Texas, Employee's duties and activities may require the performance of work in any number of different states and countries, including Texas, where the laws governing their relationship and this Agreement could vary, and the parties have a mutual interest in seeking clarity as to the applicable law and uniformity with respect to the construction, interpretation and enforcement of, among other things, the restrictive covenants contained in Section 5 of this Agreement, as they may apply to Employee in particular and to other employees of Employer in general.

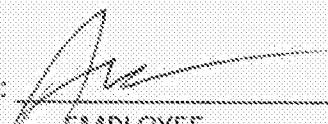
13. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which constitutes an original, but all of which constitute one document.
15. **At-Will Employment.** Employee and Employer acknowledge and agree that Employee is employed AT-WILL. They further acknowledge and agree that this Agreement is not a contract of employment and that nothing in this Agreement is intended or is to be construed to alter in any way the AT-WILL EMPLOYMENT RELATIONSHIP between Employee and Employer or to guarantee or promise Employee continued employment with employer for any specified period of time. Employee shall be free to terminate employment with Employer at any time, for any reason, or for no reason, and Employer shall likewise be free at all times to terminate its employment relationship with Employee for any reason, or for no reason.

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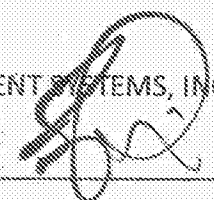
16. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE EMPLOYMENT RELATIONSHIP.

17. Acknowledgement. By executing this Agreement, Employee acknowledges that (i) Employee has had a reasonable period of time to consider the terms of this Agreement and has considered its terms for that period of time or has knowingly and voluntarily waived Employee's right to do so; (ii) Employee has been permitted to consult with an attorney regarding the terms of this Agreement; (iii) Employee has consulted with, or has had sufficient opportunity to consult with, an attorney of Employee's own choosing regarding the terms of this Agreement; (iv) **EMPLOYEE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS TERMS AND THEIR IMPORT;** (v) the consideration provided for herein is good and valuable; and (vi) **EMPLOYEE IS ENTERING INTO THIS AGREEMENT VOLUNTARILY, OF EMPLOYEE'S OWN FREE WILL, AND WITHOUT ANY COERCION, UNDUE INFLUENCE, THREAT OR INTIMIDATION OF ANY KIND OR TYPE WHATSOEVER.**

DATED: 6-9-14

By: 
EMPLOYEE

DATED: 7/22/14

MONEYGRAM PAYMENT SYSTEMS, INC.
By: 
Its: **EVP HR**