

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7481595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JESUS RODRIGUEZ	04/30/1997
RECEIVING PARTY DATA	
Name:	TOPP TELECOM, INC.
Street Address:	8200 NW 27TH STREET
Internal Address:	SUITE 117
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33122
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61693994
Patent Number:	9479654
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:	202-920-5397
Email:	eddy.valverde@verizon.com
Correspondent Name:	VERIZON PATENT MANAGEMENT GROUP
Address Line 1:	1300 I STREET NW
Address Line 2:	SUITE 500 EAST
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	TFN12004
NAME OF SUBMITTER:	JOSEPH R. PALMIERI
SIGNATURE:	/Joseph R. Palmieri/
DATE SIGNED:	08/11/2022
Total Attachments: 4	
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Topp Telecom, Inc.

8200 NW 27th Street
Suite 117
Miami, Florida 33122
(305) 640-2000
(305) 477-6760 (Fax)

NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT (Agreement)** made this 30 day of April, 1997, by and between **Topp Telecom, Inc.** a Florida corporation, whose address is 8200 NW 27th Street Suite 117, Miami, Florida 33122 (**Topp**) and JESUS RODRIGUEZ (**Employee**), an individual, residing at 576 NW 159 LANE, PEMBROKE PINES, FL 33028. (**Topp** and **Employee** may collectively be referred to as "**the Parties**". Each also may be referred to as "**each Party**".)

RECITALS

WHEREAS, **Topp** has developed certain confidential and proprietary information and trade secrets in the area of prepaid cellular telephone technology, communications security, encryption methodologies and broadband specialized mobile radio services including point-to-point radio, radiotelephone, and paging services ("**Confidential Information**");

WHEREAS, **Topp** recognizes the need for disclosure of **Confidential Information** to **Employee** during the normal course of **Employee's** service to **Topp** in order for **Employee** to carry out assigned tasks, duties and responsibilities; and,

WHEREAS, **Topp** is willing to disclose **Confidential Information** to **Employee** pursuant to the following terms and conditions which may also be covered by previous **NON-DISCLOSURE AGREEMENTS** executed and finalized with different entities to which **Topp** is responsible for protecting valuable trade secrets owned by third parties

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **the Parties** agree as follows:

1. **Topp** may from time to time deliver **Confidential Information** in writing or verbally which is marked or identified as such to **Employee**. All such disclosures are agreed to fall within the terms of this **Agreement** and shall be marked or identified as "Confidential".
2. All development efforts prescribed and paid for by **Topp** to **Employee**, resulting in the creation of any automated information storage, retrieval, sorting, viewing or transport mechanism which includes (but not limited to) communications, access methods, security and management, are sole property of **Topp** and information disclosure about such falls within the term of this **Agreement**.
3. **Employee** agrees to hold in strict confidence, and follow all procedures specified and established by **Topp** for protection of **Confidential Information**, and not disclose to any third party (or parties) any or all such marked **Confidential Information** disclosed by **Topp** (except to parent or subsidiary corporations of **Topp**) for a period of five (5) years from the later of the date hereof or the date of termination of employment by **Topp** or **Employee**.

This Non-Disclosure Agreement will not apply with respect to any information which:

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Name of Employee: JESUS RODRIGUEZ

- a) is or becomes public knowledge through no wrongful act of **Employee**;
- b) is rightfully obtained by **Employee** from any third party without similar restriction and without breach of any obligation owed to **Topp**;
- c) is independently developed by **Employee** and does not fall under the scope of Paragraph 2 of this **Agreement**;
- d) is disclosed pursuant to a lawful and valid order of a court or other governmental body or as otherwise required by law, to the extent that such disclosure is so required; or,
- e) is approved for release by written authorization of **Topp**.

5. **Employee** agrees that **Employee** will not, without the written permission of **Topp**, use for a period of five (5) years from the later of the date hereof or the date of termination of employment by **Topp** or **Employee**, the **Confidential Information** of **Topp** for any reason other than that set forth above. **Employee** agrees not to reverse engineer any **Confidential Information** nor any products related to the **Confidential Information**.

6. In the event that the **Confidential Information** is or becomes the subject of a Patent Application, Patent, or Copyright under the laws of the United States of America, **Employee** agrees and understands that **Topp** shall have all the rights and remedies available to it under the law as a result of said United States Patent Applications, Patents, or Copyrights.

7. **Topp** does not grant to **Employee** any ownership interest or license in its **Confidential Information** by virtue of this **Agreement**.

8. **Employee** agrees that **Employee** will not reproduce or make copies of any **Confidential Information** except to the extent required for **Employee** to carry out **Employee's** assigned tasks, duties and responsibilities and that any and all such copies will be given to **Topp** in compliance with Paragraph 9 below.

9. Immediately upon the termination of **Employee's** employment, this **Agreement** or any agreement between the Parties relating to the **Confidential Information**, or upon sooner demand by **Topp**, **Employee** agrees to return to **Topp** all of the **Confidential Information**, including but not limited to all of the written information, copies, reports, papers, surveys, letters, drawings, computer printouts and software or any other physical matter from which any **Confidential Information** can be gleaned or disclosed.

10. This **Agreement** shall be binding upon and shall inure to the benefit of the heirs, assigns and successors-in-interest of **Topp** hereto.

11. **Employee** acknowledges that the **Confidential Information** described in this **Agreement** constitutes unique, valuable, and special trade secret and business information of **Topp**, and that disclosure may cause irreparable injury to **Topp**. Accordingly, **Employee** acknowledges and agrees that the remedy at law for any breach of the covenants contained in this **Agreement** may be inadequate, and in recognition, agrees that **Topp** shall, in addition, be entitled to injunctive relief without bond, plus reasonable attorneys' fees and other court costs and expenses, upon the finding by a court of competent jurisdiction of a breach of any of the provisions

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of this **Agreement**, which relief shall be in addition to and not in derogation of any other remedies which may be available to **Topp** as a result of such breach.

12. Nothing in this **Agreement** shall obligate, or be construed to obligate, **Topp** or **Employee** in any manner whatsoever with respect to the establishment of an employment contract or minimum term of employment.

13. Should any provision of this **Agreement** be determined to be overbroad and therefore unenforceable, such provision shall be redrafted in order to narrow its scope to the extent necessary to make the provision reasonable and enforceable. If the scope of the provision cannot be narrowed to such an extent that the provision will become enforceable, such provision shall be severed from this **Agreement** and the remainder of the **Agreement** shall continue in full force and in effect.

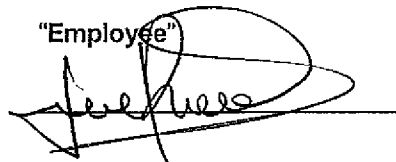
14. This **Agreement** represents the complete agreement between **the Parties** as to the subject matter hereof and supersedes all prior oral or written agreements and understandings between **the Parties** hereto. No other representations have been made relating to the subject matter hereof.

IN WITNESS HEREOF, the **Parties** have executed this **Agreement** on the date first written above.

"Topp"

Topp Telecom, Inc.

"Employee"

By: Paul Balitt, DOE

By: _____

Title: DIRECTOR OF FINANCE

Title: _____

Non-Disclosure Agreement

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version 1.1 4/29/97 JJS