

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7511906

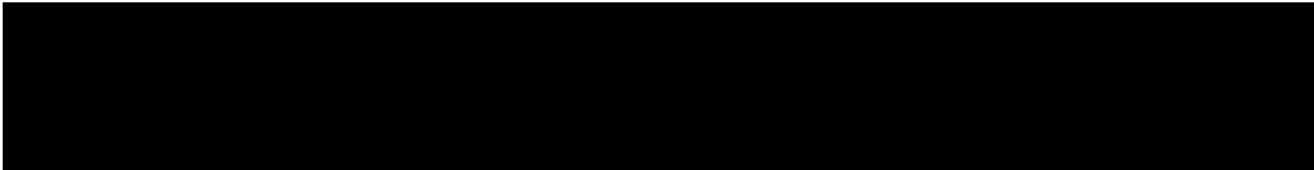
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLINT GILLIAM	12/18/2014
RECEIVING PARTY DATA	
Name:	CLEARXCHANGE, LLC
Street Address:	447 BATTERY STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17738821
CORRESPONDENCE DATA	
Fax Number:	(602)364-7070
<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:	(602) 364-7000
Email:	Lisa.Mansur2@bryancave.com
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP
Address Line 1:	TWO NORTH CENTRAL AVENUE, SUITE 2100
Address Line 4:	PHOENIX, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	1083603.388/EWS-00-023-C3
NAME OF SUBMITTER:	CORY SMITH
SIGNATURE:	/Cory Smith/
DATE SIGNED:	08/30/2022
Total Attachments: 6	
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CONFIDENTIALITY, NON-SOLICITATION AND WORK MADE FOR HIRE AGREEMENT

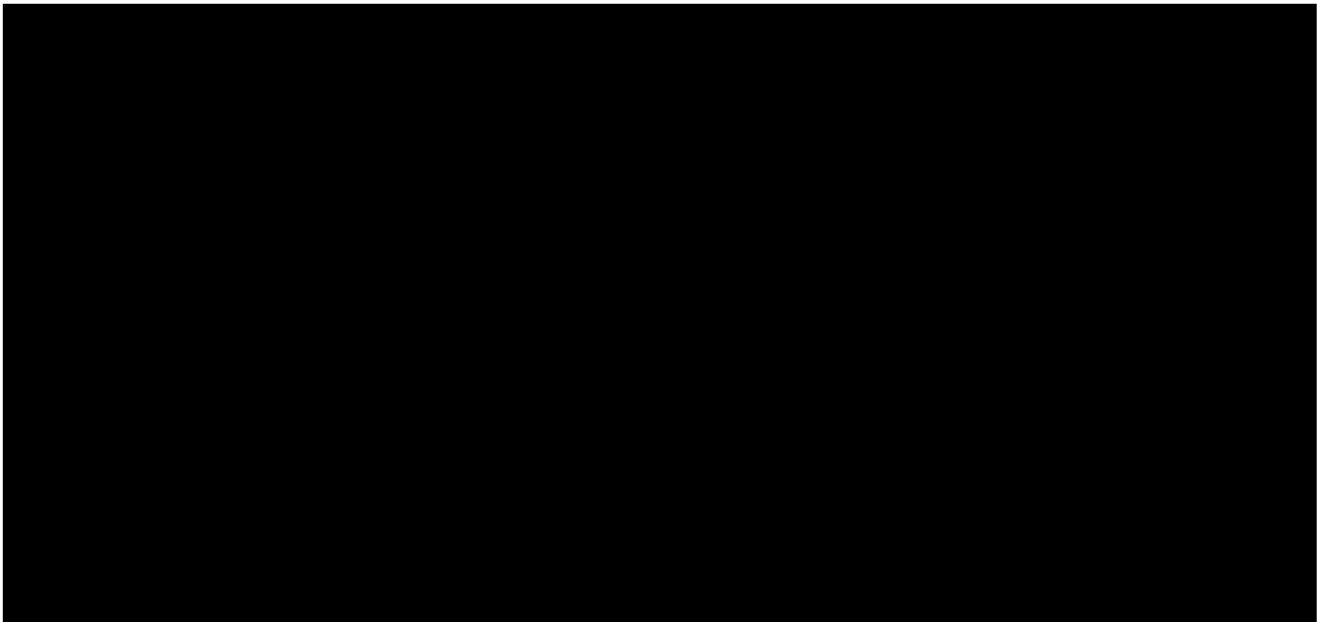
This Confidentiality, Non-Solicitation and Work Made for Hire Agreement (“**Agreement**”) is entered into as of this 18 day of December, 2014 by and between clearXchange, LLC (“**clearXchange**”) and the undersigned Worksite Employee (“**Employee**”).

BACKGROUND

In consideration of clearXchange’s offer of employment, which Employee acknowledges to be good and valuable consideration for his or her obligations hereunder, ClearXchange and Employee hereby agree as follows:



2. **CERTAIN COVENANTS OF EMPLOYEE.** Without in any way limiting or waiving any right or remedy accorded to clearXchange by law or any limitation placed upon Employee by law, Employee hereby agrees as follows:



(c) Work Made for Hire.

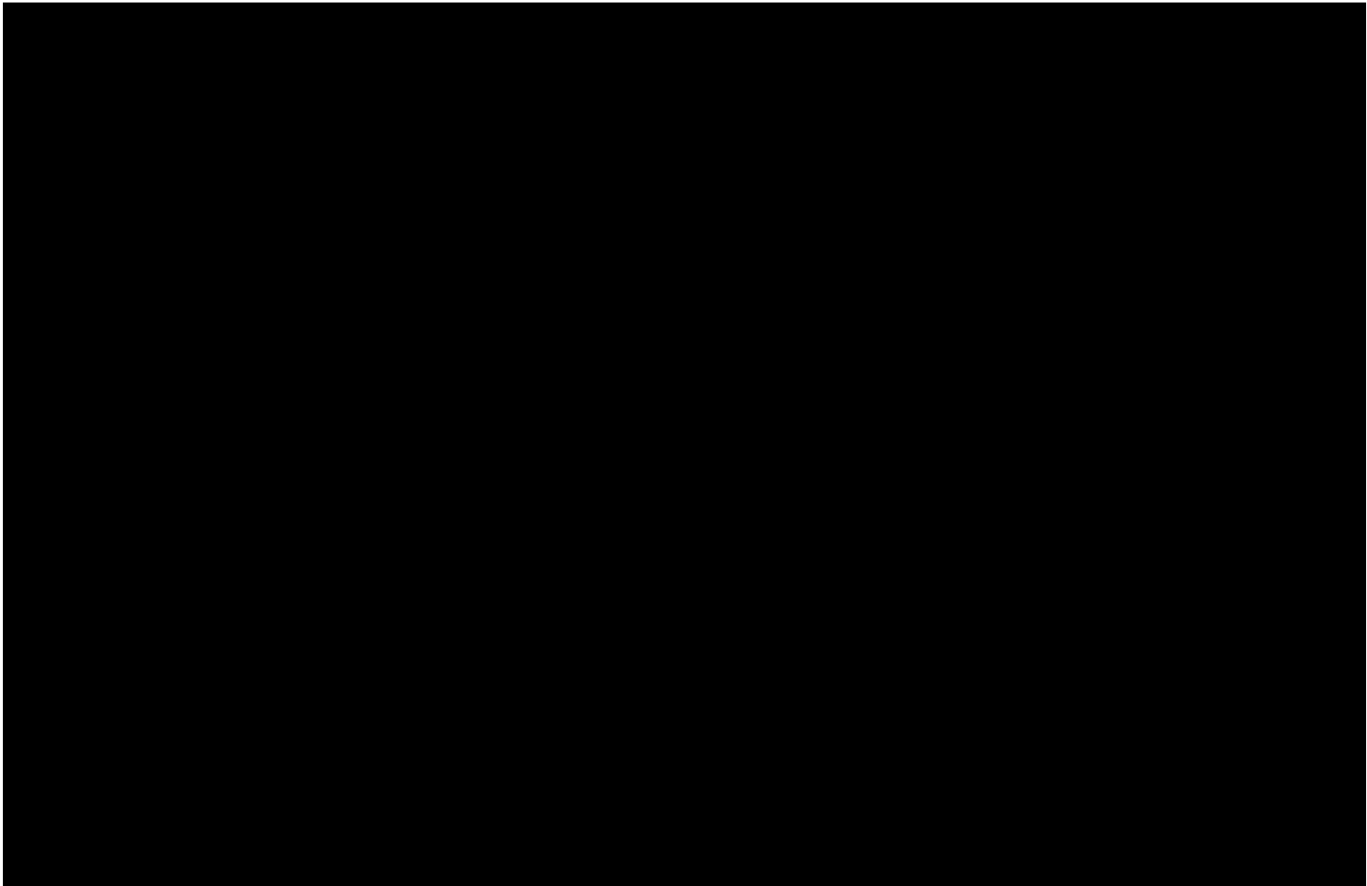
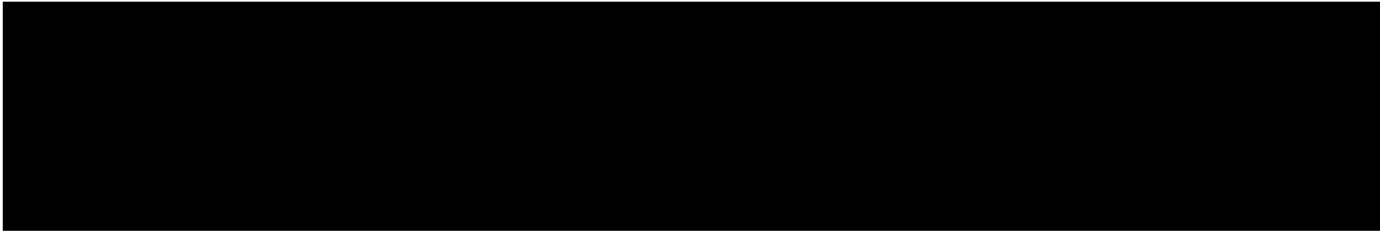
(i) As a result of Employee performing his or her assigned duties during the Term, Employee may create inventions, materials, marks, software and other work product for clearXchange (“**Work Product**”), and where applicable such Work Product shall be considered “work made for hire” as that term is defined in the United States Copyright Act. Employee agrees that all Work Product will be the property of clearXchange and, to the extent ownership vests in Employee upon its creation, Employee hereby irrevocably assigns all such ownership rights to clearXchange. The foregoing does not apply to any Work Product that Employee developed entirely on his or her own time without using CLX

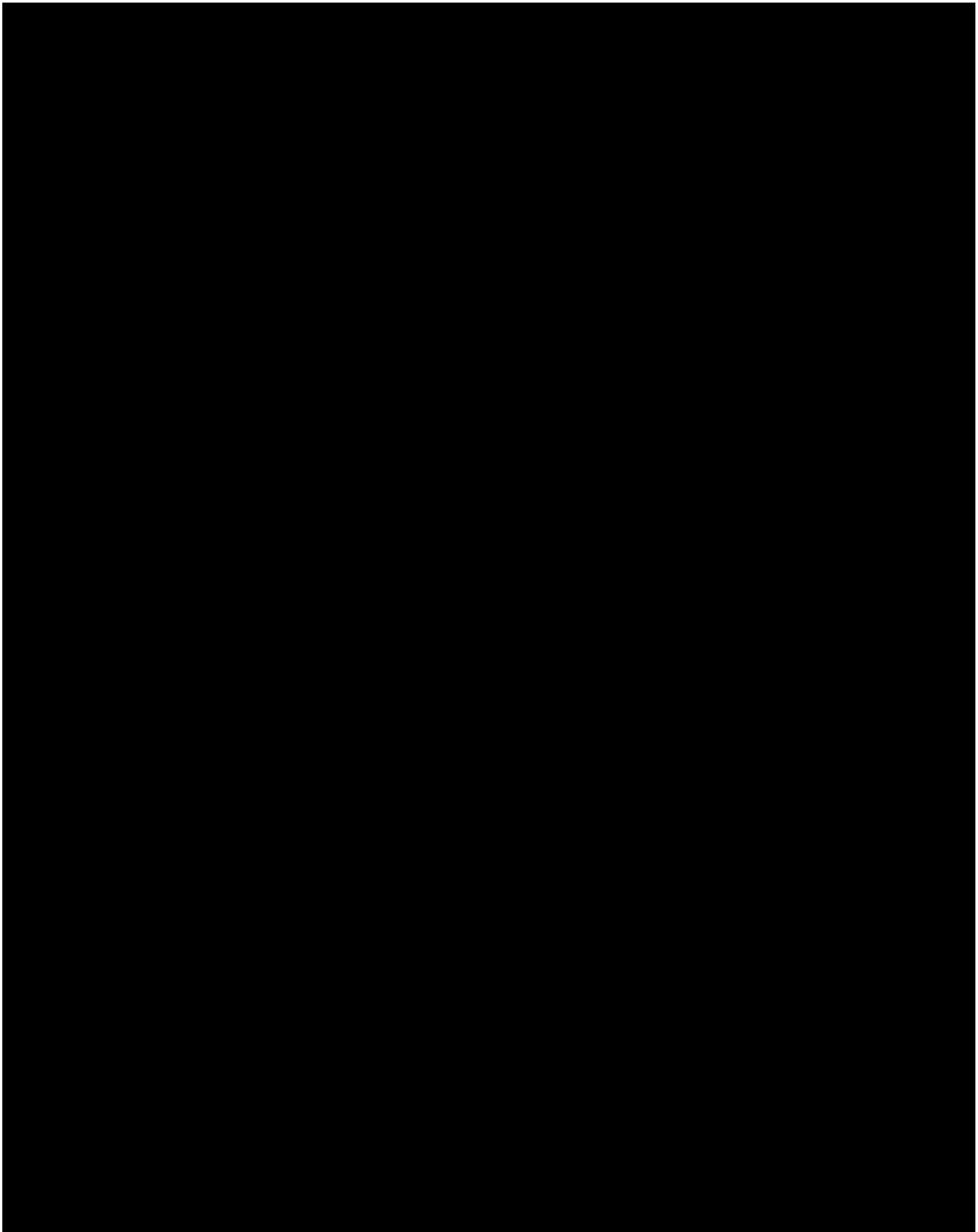
Confidential Information, equipment, supplies or facilities, provided that the Work Product is not related to clearXchange's business or clearXchange's actual or demonstrably anticipated research and development, and it does not result from any work performed by Employee for clearXchange (the "Excluded Items"). Employee will not incorporate any Excluded Items in Work Product without first obtaining clearXchange's written consent.

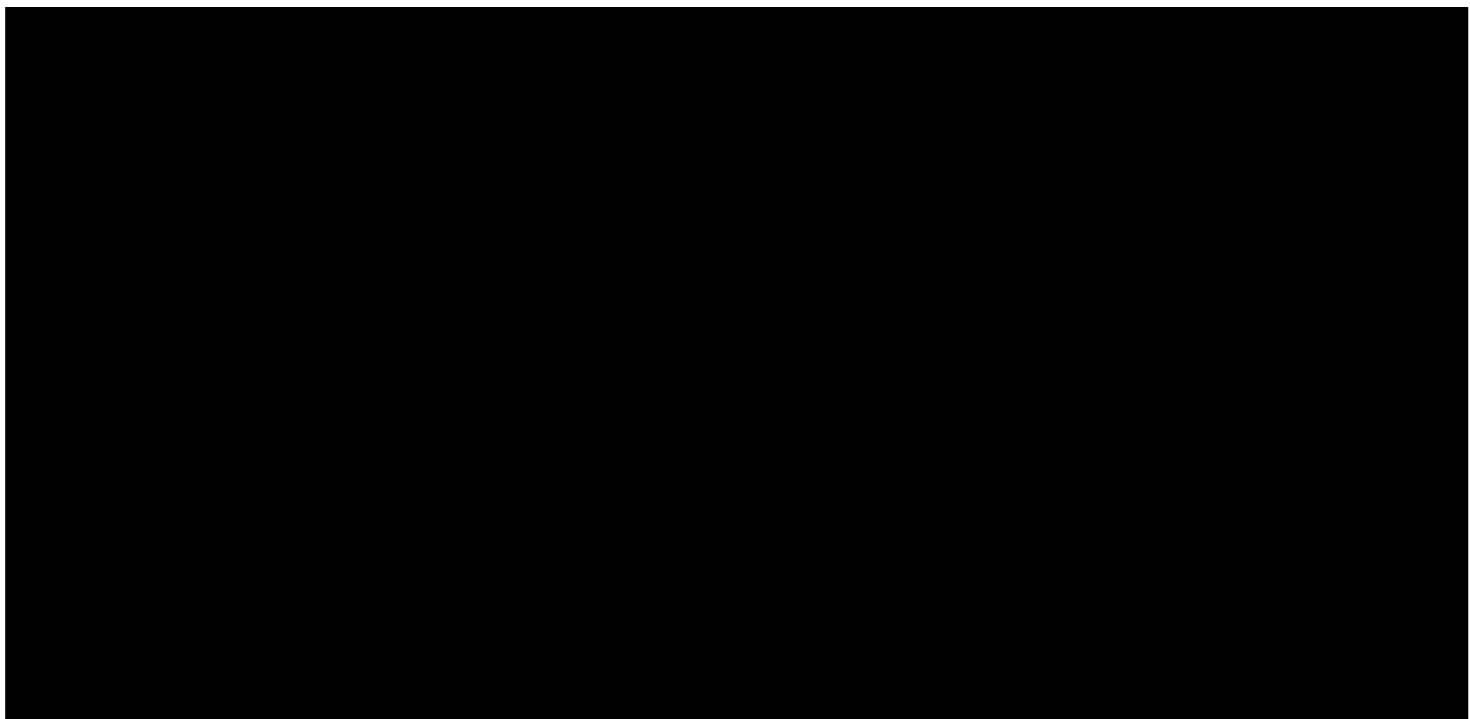
(ii) At clearXchange's expense, Employee will execute all documents and do all things necessary to assist clearXchange to obtain, protect and enforce its intellectual property rights in Work Product throughout the world.

(iii) Employee will disclose any Work Product to clearXchange promptly upon its creation and keep written records of it. The records will constitute CLX Confidential Information.

(iv) By signing this Agreement, Employee acknowledges that he or she has been informed and advised of California Labor Code Section 2870 relating to the assignment of inventions as set forth in the "Notice" attached as Exhibit A to this Agreement.







[Signatures follow on the next page.]

WHEREFORE, the parties hereto have executed this Agreement as of the day and year set forth below.

CLEARXCHANGE, LLC

DocuSigned by:
Mike Kennedy
9018BD7B82794F7...

Name: Michael J. Kennedy
Title: Chief Executive Officer

EMPLOYEE

DocuSigned by:
Clint Gilliam
857ABFE1A7B1483...

Name: Clint Gilliam

EXHIBIT A

**NOTIFICATION REGARDING CERTAIN
EXCLUSIONS FROM INVENTION ASSIGNMENTS**

THIS IS TO NOTIFY Employee in accordance with Sections 2870 and 2872 of the California Labor Code that the invention assignment agreement (as set forth in Section 2(c) (Work Made for Hire) of the Agreement) between Employee and clearXchange does not require Employee to assign or offer to assign to clearXchange any invention that Employee developed entirely on his or her own time without using clearXchange'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 clearXchange's business, or actual or demonstrably anticipated research or development of clearXchange; or
2. Result from any work performed by Employee for clearXchange.

To the extent a provision in this Agreement purports to require Employee to assign an invention otherwise excluded from being required to be assigned pursuant to the preceding paragraph, the provision is against the public policy of the State of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between clearXchange and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

Employee bears the burden of proving that an invention created by Employee should be excluded from the invention assignment agreement.