

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7507473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID J SALANT	08/31/2000
RECEIVING PARTY DATA	
Name:	NATIONAL ECONOMIC RESEARCH ASSOCIATES, INC.
Street Address:	1166 AVENUE OF AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12180892
Application Number:	12180888
Application Number:	12180881
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:	7143712521
Email:	lduong@manatt.com
Correspondent Name:	LEYNA DUONG
Address Line 1:	695 TOWN CENTER DRIVE, 14TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	62733-031
NAME OF SUBMITTER:	LEYNA DUONG
SIGNATURE:	/Leyna Duong/
DATE SIGNED:	08/26/2022
Total Attachments: 4	
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ATTACHMENT B

**NATIONAL ECONOMIC RESEARCH ASSOCIATES,
INC.**

CONFIDENTIALITY A

In consideration of my employment by National Economic Research Associates, Inc., a California corporation, or any company affiliated with, controlled by, controlling or under common control with National Economic Research Associates, Inc. (collectively referred to herein as the "Company"), I hereby agree as follows:

1. Acknowledgement of Confidential Nature of Work

I understand and acknowledge:

- (i) that the nature of the Company's work is highly confidential;
- (ii) that as an employee of the Company I will learn highly confidential and sensitive information about the Company's clients; and
- (iii) that providing its clients with appropriate assurances that their confidences will _____ is crucial to the Company's ability to obtain clients, maintain good client relations, and conform to contractual obligations.

I also understand and acknowledge that I may learn or assist in developing highly sensitive data or other information relating to the Company and its operations. I understand that one purpose of this Agreement is to protect Confidential Information (as defined below) from unauthorized disclosure.

2. Definition of "Confidential Information"

a. For the purposes of this Agreement, "Confidential Information" shall consist of and include:

- (i) any and all information in whatever form relating to the businesses of any Company client, including but not limited to, a client's identity, finances, products, discoveries, databases, computer programs, frameworks, models, and marketing, selling and operating practices;

- (ii) any and all information in whatever form relating to the manner in which the Company conducts its business, including but not limited to, the Company's finances, products, discoveries, databases, computer programs, frameworks, models, and marketing, recruiting, and compensation practices; and
 - (iii) any information not included in (i) or (ii) above which the person knows or should know is subject to a restriction on disclosure or which the person knows or should know is considered by the Company to be confidential, sensitive, proprietary or a trade secret.
- b. Information which otherwise falls within the definition of "Confidential Information" in Section 2, paragraph a. above shall not be considered Confidential Information to the extent that:
- (i) the information has been published or made generally available, or is otherwise in the public domain, without breach of this Agreement; or
 - (ii) the information was given to me by a party who was not obligated to maintain its confidentiality.

3. Nondisclosure of Confidential Information

Both during and after the term of this Agreement, I agree that unless otherwise expressly authorized to do so by the President of the Company, I will not use or disclose Confidential Information to any person, except as required to carry out my employment duties to the Company.

4. Return of Materials Upon Termination of Employment

Upon the termination of my employment with the Company for any reason, I will leave at the Company or return to the Company within seven (7) days:

- a. any originals and all copies of all files, notes, documents, slides (including transparencies), computer disks, printouts, reports and other media or property in my possession or control which contain or pertain to Confidential Information; and
- b. all property of the Company, including, but not limited to, supplies, keys, access devices, books, identification cards, computers, telephones and other equipment.

I agree that upon completion of the obligations set forth in Section 4, paragraphs a. & b. above, I will execute a statement declaring that I have retained no property of the Company or materials containing Confidential Information nor have I supplied the same to any person, except as required to carry out my employment duties to the Company.

I understand that a receipt signed by an officer or office manager of the Company itemizing the returned property and materials shall be necessary to demonstrate that such property or materials were so returned and the Company agrees not to unreasonably withhold production of such a receipt.

5. Ownership Rights

I understand and agree that:

- a. No license or conveyance of any rights or warranty to me is granted or implied by the Company ~~furnishing or disclosing~~ computer programs, databases, frameworks, and/or models to me.
- b. The Company shall retain whatever ownership and other proprietary rights it otherwise has in all computer programs, databases, frameworks and/or models which it furnishes or discloses to me.
- c. Subject to Section 5(d) below: (i) all computer programs, databases, frameworks and/or models, including all related documentation, and all other discoveries and products which I develop, produce or assist in developing or producing in connection with my employment with the Company shall be works for hire and therefore the property of the Company including without limitation any copyrights or rights of patent pertaining thereto; (ii) if for any reason a computer program, database, framework and/or model, or any other discovery or product which I develop or produce, in whole or in part, in connection with my employment with the Company is not considered to be a work for hire, this Agreement shall constitute an irrevocable assignment to the Company of all my rights, title and interest therein, including all rights of patent and copyright; and (iii) I agree to execute at the request of the Company any subsequent documents which it may require as further evidence of this assignment.
- d. The Company understands and agrees that ownership of the software and other intellectual capital that I have developed and will continue to develop through Optimal Auctions shall remain with me and Optimal Auctions, and Company shall not acquire any ownership rights therein as a result of my employment with the Company, provided that I agree that the Company and its affiliates shall have a perpetual, non-exclusive, worldwide, royalty-free license to use such software and intellectual capital (as the same may be modified and enhanced) for internal purposes and in connection with consulting services provided by the Company and its affiliates to their clients.

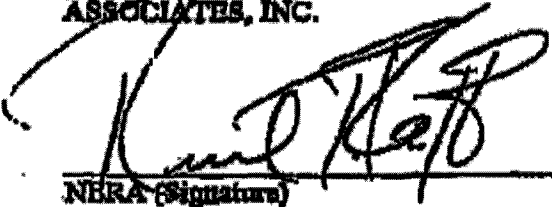
6. Miscellaneous

a. Both during my employment with the Company and after the termination thereof for any reason, I agree to provide the Company with such information relating to my treatment of Confidential Information or my work assignments for the Company or others, as the company may from time to time reasonably request in order to determine my compliance with this Agreement. I hereby specifically authorize the Company to contact my future employers to communicate the contents of this Agreement to such employers.

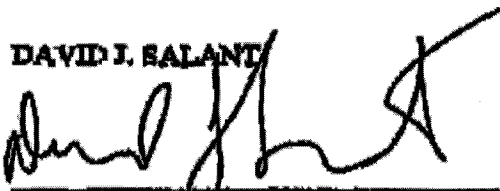
b. I hereby specifically authorize the Company to, in its sole discretion, and without further permission from me, furnish copies of this Agreement to any client or potential client of the Company and indicate that I have entered into this Agreement with the intention that the Company and each of its clients may rely upon my compliance with this Agreement.

Signed and agreed to by:

NATIONAL ECONOMIC RESEARCH
ASSOCIATES, INC.


NERA (Signature)

DAVID J. SALANT


David J. Salant (Signature)

DATE

8/31/00