

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI365029

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMS OF EMPLOYMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Kevin Kimmel	08/23/2009
Blake A. Barnes	02/14/2008
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	YELLOWJACKET, INC.
<b>Street Address:</b>	56 W. 22nd Street, 3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	18774189
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2156563301
<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>	2156563385
<b>Email:</b>	pto.phil@us.dlapiper.com
<b>Correspondent Name:</b>	Paul A. Taufer
<b>Address Line 1:</b>	1650 Market Street, Suite 5000
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	YJI-08-1284-3C-CON
<b>NAME OF SUBMITTER:</b>	Nancy Nunez
<b>SIGNATURE:</b>	Nancy Nunez
<b>DATE SIGNED:</b>	07/16/2024
<b>Total Attachments: 7</b>	
source=TermsOfEmploymentForKimmelAndBarnes#page1.tiff	
source=TermsOfEmploymentForKimmelAndBarnes#page2.tiff	
source=TermsOfEmploymentForKimmelAndBarnes#page3.tiff	
source=TermsOfEmploymentForKimmelAndBarnes#page4.tiff	
source=TermsOfEmploymentForKimmelAndBarnes#page5.tiff	

source=TermsOfEmploymentForKimmelAndBarnes#page6.tiff

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**PATENT**

**REEL: 068384 FRAME: 0900**

## TERMS OF EMPLOYMENT

### SIGN, DATE AND RETURN ENTIRE DOCUMENT

This Agreement is between Kevin Kimmel ("You"), and IntercontinentalExchange, Inc. and ICE Services, Inc. or any of their direct or indirect subsidiaries or affiliated companies ("ICE" or the "Company") as of the date below.

As a condition of Your continued employment with ICE, and in consideration for other amounts provided to You, the receipt and sufficiency of which are hereby acknowledged, You hereby agree to the following:

#### 1. Professional Conduct and Business Ethics

You must observe the policies and procedures that ICE publishes from time to time for employees. These include the requirement that You act in compliance with applicable law, ICE's Standards of Conduct and in a sound ethical manner. You must not do anything which may be a conflict of interest with Your responsibilities as an employee.

#### 2. Confidentiality

As an employee You may have access to various types of proprietary, confidential or private information, including but not limited to any knowledge or data relating to know-how, designs, drawings, plans, reports, specifications, contracts, documents, blueprints, computer software, computer tapes, computer disks, computer printouts, inventions, methods, processes, products, operations, policies, business development, costs, markets, sales, financial information, customer lists, or other data or trade secrets of ICE or its clients (hereafter collectively referred to as "Information"). You must not disclose or use, directly or indirectly, any Information as defined above, unless such disclosure or use is part of Your duties at ICE or has been expressly authorized in writing by ICE. You shall not remove any writings containing Information from the premises or possession of ICE or its clients unless You have obtained express authorization in writing by ICE. With regard to Information that constitutes a "trade secret" under the Georgia Trade Secrets Act or other applicable trade secrets law, the obligations in this paragraph shall continue both during and after Your employment for so long as the information remains a "trade secret" under applicable law. With regard to Information that does not constitute a "trade secret" under applicable law, the obligations in this paragraph shall continue for a period of three (3) years after the end of Your employment.

You also must not disclose to ICE or use for ICE purposes any idea, invention, discovery, improvement, trade secret or the like which is the property of Your previous employer or of any third party who has not authorized the same.

#### 3. Employee Inventions

You hereby agree that all Intellectual Property (defined below) invented or developed by You, alone or jointly with others, during Your employment is the exclusive property of ICE, regardless of whether such Intellectual Property falls within the scope of Your employment with ICE. You hereby assign to ICE all of Your right, title and interest in such Intellectual Property and agree to assist ICE, at ICE's expense, to obtain patents, copyright and trademark registrations for Intellectual Property, to execute and deliver all documents and do any and all things necessary and proper on Your part to obtain such patents and copyright and trademark registrations and to execute specific assignments and other documents for such Intellectual Property as may be considered necessary or appropriate by ICE at any time during Your employment. This Agreement does not apply to any invention that You develop entirely

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on Your own time without using ICE's equipment, supplies, facilities, or trade secret information. You will not place Intellectual Property in the public domain or disclose any inventions to third parties without the prior written consent of ICE. "Intellectual Property" shall include all inventions, discoveries, patents, patent applications, registered and unregistered trademarks and service marks and all goodwill associated therewith and symbolized thereby, domain names, trademark applications and service mark applications, registered and unregistered copyrights (including without limitation databases and other compilations of information), confidential information, trade secrets and know-how, including processes, schematics, business methods, formulae, and computer software programs, and all other intellectual property and proprietary rights that, in ICE's sole discretion, could be used within the scope of ICE's business.

#### **4. Nonsolicitation of Customers**

During Your employment with ICE, You shall not solicit, contact or call upon any customers of ICE for any purpose other than carrying out the business of ICE, except with express written permission from the Chief Executive Officer or General Counsel of ICE. For a period of twelve (12) months following the end of Your employment with ICE, You shall not, either directly or indirectly, on Your own behalf or on behalf of others, solicit, contact or call upon any Restricted Customer for the purpose of offering or providing Competitive Services. For purposes of this paragraph, "Restricted Customer" means customers or actively sought prospective customers of ICE with which You had material contact on behalf of ICE during the period of twelve (12) months immediately preceding the end of Your employment with ICE. For purposes of this paragraph, "Competitive Services" means selling or providing any product, equipment, deliverable or service competitive or potentially competitive with any product, equipment, deliverable or service sold or provided or under active development by ICE during the period of twelve (12) months immediately preceding the end of Your employment with ICE.

#### **5. Nonrecruitment of Employees**

During Your employment with ICE, and for a period of twenty-four (24) months following the end of Your employment with ICE, You shall not, either directly or indirectly, on Your own behalf or on behalf of others, hire, attempt to hire, solicit, or attempt to solicit any person employed by ICE to become employed elsewhere, or otherwise encourage any person employed by ICE to terminate his or her employment with ICE.

#### **6. Return of Property**

At any time upon the request of ICE, and in any event upon the termination of Your employment, You will deliver to ICE all property belonging to ICE, including but not limited to computer equipment, credit cards, keys, electronic files, memoranda, notes, records, drawings, manuals, files or other documents, and all copies of each, whether made or compiled by You or furnished to or acquired by You from ICE.

#### **7. No Conflicting Obligations**

You represent and warrant to ICE that You are not now under any obligation of a contractual or other nature to any person or entity which would prevent, limit or impair You in any way from performing Your employment duties and obligations on behalf of the Company.

## 8. Dispute Resolution

Any controversy between You, Your heirs or estate and the Company or any officer, director, or employee of the Company arising from, related to, or having any connection with Your employment by, or other association with, the Company, whether based on tort, contract, statutory, equitable, or other theories, shall be resolved by arbitration in accordance with the then-current employment arbitration rules, if available, or otherwise the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Notwithstanding the foregoing, ICE may elect to seek interim injunctive relief in a court of competent jurisdiction in order to restrain an actual or threatened violation of Sections 2, 3, 4, 5 or 6 of this Agreement. In the event ICE brings a legal proceeding (whether in court or arbitration) to enforce Sections 2, 3, 4, 5 or 6 of this Agreement, and ICE substantially prevails in such legal proceeding, You shall be responsible for reimbursing ICE for its litigation expenses, including reasonable attorney's fees, involved in such legal proceeding.

The arbitration provision in this paragraph is accepted by both parties:

Your Initials: LMK

Initials of ICE Representative: (e)

## 9. At-Will Employment

Unless superseded by local law, Your employment relationship is "at-will" which means that either You or ICE may terminate the relationship at any time, for any reason, with or without cause or advance notice. This is the full and complete agreement between You and the Company on this term.

## 10. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Each of the provisions of this Agreement shall be deemed separate and severable each from the other. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason by final judgment of a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. This Agreement may be enforced by ICE, any of its affiliates or subsidiaries, and any successor in interest to ICE (whether by merger, sale of assets, or otherwise).

*We believe these matters are important, both to you as an employee and to us as an employer. We require that you signify your agreement by signing below and by initialing paragraph 8 above.*

### Receipt and Employee Agreement

I acknowledge receipt of ICE's Terms of Employment. I understand them and agree to comply with them. I understand and agree that the provisions of this document set forth conditions of my employment with ICE and that I may be subject to discipline or termination of employment if I fail to comply with them. I further understand and agree that some of the provisions of this document impose obligations that continue beyond the end of my employment, and that these are contractual provisions that may be enforced by a court or an arbitration panel. I also understand that while other terms of employment, policies or procedures may exist and be changed from time to

time, the conditions set forth herein, including those concerning at-will employment are not subject to change absent a written agreement expressly so providing, signed by the Chief Executive Officer or General Counsel of the Company.

Accepted and agreed:

K. Kim      8/23/09  
Signature      Date

Kevin Kim  
Print or type Name

## **TERMS OF EMPLOYMENT**

### **SIGN, DATE AND RETURN ENTIRE DOCUMENT**

This Agreement is between Blake Barnes ("You"), and IntercontinentalExchange, Inc. and ICE Services, Inc. or any of their direct or indirect subsidiaries or affiliated companies ("ICE" or the "Company") as of the date below.

As a condition of Your continued employment with ICE, and in consideration for other amounts provided to You, the receipt and sufficiency of which are hereby acknowledged, You hereby agree to the following:

#### **1. Professional Conduct and Business Ethics**

You must observe the policies and procedures that ICE publishes from time to time for employees. These include the requirement that You act in compliance with applicable law, ICE's Standards of Conduct and in a sound ethical manner. You must not do anything which may be a conflict of interest with Your responsibilities as an employee.

#### **2. Confidentiality**

As an employee You may have access to various types of proprietary, confidential or private information, including but not limited to any knowledge or data relating to know-how, designs, drawings, plans, reports, specifications, contracts, documents, blueprints, computer software, computer tapes, computer disks, computer printouts, inventions, methods, processes, products, operations, policies, business development, costs, markets, sales, financial information, customer lists, or other data or trade secrets of ICE or its clients (hereafter collectively referred to as "Information"). You must not disclose or use, directly or indirectly, any Information as defined above, unless such disclosure or use is part of Your duties at ICE or has been expressly authorized in writing by ICE. You shall not remove any writings containing Information from the premises or possession of ICE or its clients unless You have obtained express authorization in writing by ICE. With regard to Information that constitutes a "trade secret" under the Georgia Trade Secrets Act or other applicable trade secrets law, the obligations in this paragraph shall continue both during and after Your employment for so long as the information remains a "trade secret" under applicable law. With regard to Information that does not constitute a "trade secret" under applicable law, the obligations in this paragraph shall continue for a period of three (3) years after the end of Your employment.

You also must not disclose to ICE or use for ICE purposes any idea, invention, discovery, improvement, trade secret or the like which is the property of Your previous employer or of any third party who has not authorized the same.

#### **3. Employee Inventions**

You agree that all Intellectual Property (defined below) is the exclusive property of ICE. You hereby assign to ICE all of Your right, title and interest in such Intellectual Property and agree to assist ICE, at ICE's expense, to obtain patents, copyright and trademark registrations for Intellectual Property, to execute and deliver all documents and do any and all things necessary and proper on Your part to obtain such patents and copyright and trademark registrations and to execute specific assignments and other documents for such Intellectual Property as may be considered necessary or appropriate by ICE at any time during Your employment. This Agreement does not apply to any invention that You develop entirely on Your own time without using ICE's equipment, supplies, facilities, or trade secret information. You will not place Intellectual Property in the public domain or disclose any inventions to

third parties without the prior written consent of ICE. "Intellectual Property" shall include all ideas, inventions (whether or not patentable), discoveries, designs, research, computer programs, trademarks, copyrightable writings (including plans, drawings, reports, and computer software), developments and improvements that You conceive, alone or with others, during the term of Your employment, whether or not conceived during working hours, which are within the scope of ICE's business operations or relate to any of ICE's work, projects or research activities.

#### **4. Nonsolicitation of Customers**

During Your employment with ICE, You shall not solicit, contact or call upon any customers of ICE for any purpose other than carrying out the business of ICE, except with express written permission from the Chief Executive Officer or General Counsel of ICE. For a period of twelve (12) months following the end of Your employment with ICE, You shall not, either directly or indirectly, on Your own behalf or on behalf of others, solicit, contact or call upon any Restricted Customer for the purpose of offering or providing Competitive Services. For purposes of this paragraph, "Restricted Customer" means customers or actively sought prospective customers of ICE with which You had material contact on behalf of ICE during the period of twelve (12) months immediately preceding the end of Your employment with ICE. For purposes of this paragraph, "Competitive Services" means selling or providing any product, equipment, deliverable or service competitive or potentially competitive with any product, equipment, deliverable or service sold or provided or under active development by ICE during the period of twelve (12) months immediately preceding the end of Your employment with ICE.

#### **5. Nonrecruitment of Employees**

During Your employment with ICE, and for a period of twenty-four (24) months following the end of Your employment with ICE, You shall not, either directly or indirectly, on Your own behalf or on behalf of others, hire, attempt to hire, solicit, or attempt to solicit any person employed by ICE to become employed elsewhere, or otherwise encourage any person employed by ICE to terminate his or her employment with ICE.

#### **6. Return of Property**

At any time upon the request of ICE, and in any event upon the termination of Your employment, You will deliver to ICE all property belonging to ICE, including but not limited to computer equipment, credit cards, keys, electronic files, memoranda, notes, records, drawings, manuals, files or other documents, and all copies of each, whether made or compiled by You or furnished to or acquired by You from ICE.

#### **7. No Conflicting Obligations**

You represent and warrant to ICE that You are not now under any obligation of a contractual or other nature to any person or entity which would prevent, limit or impair You in any way from performing Your employment duties and obligations on behalf of the Company.

#### **8. Dispute Resolution**

Any controversy between You, Your heirs or estate and the Company or any officer, director, or employee of the Company arising from, related to, or having any connection with Your employment by, or other association with, the Company, whether based on tort, contract, statutory, equitable, or other theories, shall be resolved by arbitration in accordance with the then-current employment arbitration rules, if available, or otherwise the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Notwithstanding the foregoing, ICE may elect to seek interim injunctive relief in a court of competent jurisdiction in order to restrain an actual or threatened violation of Sections 2, 3, 4, 5 or 6 of this Agreement. In the event ICE brings a legal proceeding (whether in court or arbitration) to enforce Sections 2, 3,



4, 5 or 6 of this Agreement, and ICE substantially prevails in such legal proceeding, You shall be responsible for reimbursing ICE for its litigation expenses, including reasonable attorney's fees, involved in such legal proceeding.

The arbitration provision in this paragraph is accepted by both parties:

Your Initials: JS JS

Initials of ICE Representative: (29)

#### 9. At-Will Employment

Unless superseded by local law, Your employment relationship is "at-will" which means that either You or ICE may terminate the relationship at any time, for any reason, with or without cause or advance notice. This is the full and complete agreement between You and the Company on this term.

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***We believe these matters are important, both to you as an employee and to us as an employer. We require that you signify your agreement by signing below and by initialing paragraph 8 above.***

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I acknowledge receipt of ICE's Terms of Employment. I understand them and agree to comply with them. I understand and agree that the provisions of this document set forth conditions of my employment with ICE and that I may be subject to discipline or termination of employment if I fail to comply with them. I further understand and agree that some of the provisions of this document impose obligations that continue beyond the end of my employment, and that these are contractual provisions that may be enforced by a court or an arbitration panel. I also understand that while other terms of employment, policies or procedures may exist and be changed from time to time, the conditions set forth herein, including those concerning at-will employment are not subject to change absent a written agreement expressly so providing, signed by the Chief Executive Officer or General Counsel of the Company.

Accepted and agreed:

Mark D. Moran      02/14/08  
Signature                      Date

Blake A. Barnes  
Print or type Name