

03-15-2002

Form PTO-1595

(Rev. 6/3/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

A. Christopher D. McBride

B. Compaq Computer Corporation

3-5-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

A. June 1, 1995

Execution Date: B. June 20, 2001

2. Name and address of receiving party(ies)

Name: Compaq Information Technologies Group, L.P.

Internal Address: _____

Street Address: 20555 SH 249

City: Houston State: TX Zip: 77070

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/966,649

B. Patent No.(s)

MAR - 5 2002

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan M. Harris

Internal Address: Conley, Rose & Tayon

Street Address: P.O. Box 3267

City: Houston State: Texas Zip: 77253-3267

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

03-2769

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark E. Scott, Reg. No. 43,100

Name of Person Signing

Signature

February 14, 2002

Date

Total number of pages including cover sheet, attachments, and documents: ☐

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 012662 FRAME: 0567

**INTELLECTUAL PROPERTY ASSIGNMENT
AND CONFIDENTIALITY AGREEMENT**

In consideration of my employment with Compaq Computer Corporation, a Delaware corporation, ("Company"), and for other good and valuable consideration, the receipt of which I hereby acknowledge, I agree as follows:

INTELLECTUAL PROPERTY RIGHTS

1. I hereby assign to the Company all my rights in all Intellectual Property which I make or conceive, whether as a sole inventor or as a joint inventor, whether made within or outside working hours or upon the premises of the Company or elsewhere, during my employment with the Company. This assignment shall not apply to Intellectual Property previously assigned to a former employer, provided that assignment is in writing and precedes this assignment. I understand and acknowledge that Intellectual Property means, for purposes of this Agreement, any information of a technical and/or business nature such as ideas, discoveries, inventions, trade secrets, know-how, and writings or other works of authorship which relate in any manner to the actual or anticipated business or research and development of the Company, its affiliates or subsidiaries.
2. During and subsequent to my employment, upon the request and at the expense of the Company or its nominee and for no additional personal remuneration, I agree to execute any instrument which the Company considers necessary to secure for or maintain for the benefit of the Company adequate patent and other property rights in the United States and all foreign countries with respect to any Intellectual Property. I also agree to assist the Company as required to draft said instruments and to obtain and enforce said rights.
3. I agree to promptly disclose to the Company any Intellectual Property when conceived or made by me, in whole or in part, and to make and maintain adequate and current records thereof. Upon the termination of my employment, I agree to promptly turn over to the Company all models, prototypes, drawings, records, documents, and the like in my possession or under my control, whether prepared by me or others, relating to Intellectual Property, and any other work done for the Company related thereto. I acknowledge that all such items are the sole property of the Company.
4. I agree that any Intellectual Property disclosed by me within one (1) year following termination of my employment shall be the sole property of the Company unless and until finally determined by a court of competent jurisdiction to have been made or conceived after the termination of my employment.

NON-DISCLOSURE

During and subsequent to my employment, I agree not to use or disclose any Intellectual Property of a confidential or trade secret nature generated or acquired by or disclosed to me during the course of my employment, except to the extent that such use or disclosure is necessary to fulfill my responsibilities as an employee of the Company. I understand that confidential matters and trade secrets include information not generally known by or available to the public about or belonging to the Company, or belonging to other companies to whom the Company may have an obligation to maintain information in confidence, and that authorization for public disclosure may only be obtained through the Company's written consent. I also agree not to disclose to the Company any confidential or trade secret information or material belonging to others.

NON-SOLICITATION

I agree that for a period of three (3) years following the termination of my employment, I will not (i) solicit, encourage, or take any other action which is intended, directly or indirectly, to induce any other employee of the Company to terminate his or her employment with the Company; or (ii) interfere in any manner with the contractual or employment relationship between the Company and any other employees of the Company.

MISCELLANEOUS

1. I understand and agree that my employment can be terminated by the Company at any time, with or without cause and with or without prior notice.
2. I agree that the law of the State of Texas shall govern this Agreement and that exclusive jurisdiction with respect to any legal proceeding regarding this Agreement shall rest in the State of Texas.
3. I agree that this Agreement supersedes any agreement or understanding previously existing between the Company and me relating to the matters contained herein.
4. I agree that this instrument is the whole agreement between the Company and me and that no modification or variation shall be deemed valid unless provided for in a subsequent written agreement.
5. I agree that this Agreement is binding upon my heirs, executors, administrators, and legal representatives.
6. I agree that if any provision of this Agreement is held to be unenforceable, the validity of the remaining provisions shall not be affected by such holding.
7. By signing this Agreement, I represent and warrant that I am not under any obligation to any person or other third party and do not have any other interest which is inconsistent or in conflict with this Agreement, or which would prevent, limit, or impair my performance of any of the covenants hereunder or my duties as an employee of the Company.

EMPLOYEE NAME - PRINTED

Christopher McBride

Christopher McBride

(EMPLOYEE SIGNATURE)

6-1-95

(DATE)

ASSIGNMENT

THIS ASSIGNMENT AGREEMENT, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between COMPAQ COMPUTER CORPORATION, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

WHEREAS, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

WHEREAS, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

WHEREAS, Assignee desires to acquire the existing Intellectual Property owned by Assignor in exchange for a partnership interest in Assignee; and

WHEREAS, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

WHEREAS, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

WHEREAS, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

NOW, THEREFORE, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor; (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

AND, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

AND, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;

AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;

AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;

AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.

This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

COMPAQ COMPUTER CORPORATION

By: *Ben K. Wells*

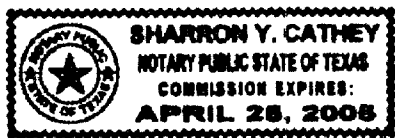
Ben K. Wells
Vice President and Treasurer

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared BEN K. WELLS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ COMPUTER CORPORATION**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20th day of JUNE, 2001.



Sharron Y. Cathey

COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.

By: Linda S. Auwers

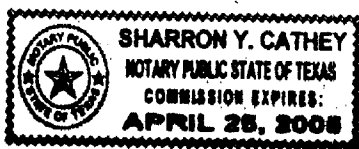
Linda S. Auwers
Vice President and Secretary
CPQ HOLDINGS, INC., General Partner

State of Texas §

County of Harris §

Before me, the undersigned notary public, on this day personally appeared Linda S. Auwers, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20th day of JUNE, 2001.



Sharron Y. Cathey