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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Brian Gibbons		2. Name and address of receiving party(ies) Name: MCI Communications Corporation Internal Address: _____ Street Address: 1133 19th Street NW City: Washington State: DC Zip: 20036			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: April 26, 1999					
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) 09/851,006 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paul A. Roberts Internal Address: 9854/003 Street Address: 1133 19th Street NW City: Washington State: DC Zip: 20036		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 13-2491 (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> Brian C. Oakes Reg. No. 41,467 Name of Person Signing  Signature 6/7/2002 Date Total number of pages including cover sheet, attachments, and documents: 3					

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: 012780 FRAME: 0410



CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT & NON SOLICITATION AGREEMENT

In consideration of my new employment, or if I am already employed, receipt of my next paycheck, continued benefits and other good and valuable consideration, including my continued employment by MCI Communications Corporation or one of its subsidiaries or affiliated companies (collectively referred to as "MCI" or the "Company"), I agree to the following terms and conditions contained in this Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement (the "Agreement"):

1. Non-Disclosure of Confidential Information

I will keep confidential and not use or disclose outside of MCI any information or materials not generally known outside of MCI, to which I am exposed or that I develop as a result of my employment by MCI. In addition, I agree to keep confidential and to safeguard information pertaining to MCI's:

business;	legal matters;
products;	technology; and
finances;	research and development.
employees;	

These include, but are not limited to, information pertaining to MCI's customer-, product/service-, or technology-related:

plans;	manuals;
methods;	specifications;
ideas;	designs;
techniques;	blueprints;
procedures;	documents;
descriptions;	lists;
software	compilations;
(in source or	databases; and
object code form);	innovations.

The above are hereinafter collectively referred to as "Confidential Information." Confidential information also includes innovations, as described in Section 4, and Workproduct, as described in Section 6, of this Agreement.

I will keep confidential and not use or disclose, outside of MCI, Confidential Information of other persons or businesses that has been provided to MCI.

MCI does not wish me to disclose to MCI, or to any of its employees, independent contractors or agents, any Confidential Information of any former or other employer. I have not brought and will not bring with me to MCI for use in the performance of my duties any materials or documents of a former or other employer or any third party that are not generally available to the public.

2. Information Security Policy Statement

I acknowledge that MCI's business information is proprietary, and is a principal asset owned by MCI. As an employee, I understand and acknowledge that I may be entrusted with various information assets. I agree to follow MCI security measures, including, but not limited to, those indicated in the *MCI Information Security Policy Statement*, to ensure the safeguarding of such information assets.

3. Use of Computers and Electronic Communications

Computers and other media of electronic communications are the property of MCI. Employees who use such computers and other media of electronic communications for private, non-work related purposes do so at their own risk. Employee acknowledges and understands that electronic communications, including computer files, voice mail and e-mail, are not considered to be private. By using MCI's computers and other media of electronic communications, Employee consents to

having this use reviewed by MCI authorized individuals at MCI's discretion and utilizing whatever means necessary. Employee acknowledges that reviewing may include, but is not limited to, inspecting the content of any electronic communication, including e-mail, and Employee consents to such inspection and review. Furthermore, Employee understands that only authorized persons may review electronic communication on MCI's computers and other media of electronic communications; however, MCI is under no obligation to do so. Employee agrees to not use any code, access any file or retrieve any stored communication unless authorized to do so.

4. Disclosure of Innovations

I will promptly and fully disclose to the management of MCI any

ideas;	processes;
inventions;	methods; or
improvements;	discoveries
techniques;	

that I conceive of, make or reduce to practice, whether by myself or with others, during the term of my employment (collectively, "Innovations"). I acknowledge and agree that for the purposes of this Agreement, the definition of Confidential Information shall include all innovations and any Workproduct (described in Section 6 of this Agreement) that I develop as a result of my employment with MCI, and that such innovations and Workproduct are subject to the protections of this Agreement.

5. Prior Innovations

I attach hereto a complete list of all inventions made, discovered, developed, or conceived of by me prior to my employment with MCI that are or may be related to MCI's present or reasonably anticipated future business. I declare that the inventions listed therein are excluded from this Agreement.

6. Ownership of Intellectual Property Rights

I agree that all "Workproduct" that I develop as a direct result of my employment by MCI, including all innovations, shall become the exclusive property of MCI. Such Workproduct shall include all

patents;
copyrights (including, without limitation, rights of attribution and integrity);
trade secrets;
trademarks; and
other intellectual property rights, and applications or registrations therefor.

I acknowledge that for copyright purposes all such Workproduct shall constitute "works made for hire" under applicable law. If, for any reason, such Workproduct does not qualify as a "work made for hire," I agree to assign to MCI the copyright(s) therein. To the extent that I am deemed to be the owner of any intellectual property right included in or utilized by any such Workproduct, I hereby assign to MCI all such rights (including any patentable inventions) necessary or appropriate to MCI's full enjoyment and commercial exploitation of such Workproduct.

I further agree to comply fully with any future requests by MCI or persons designated by MCI (whether during or after my employment), without further consideration, to execute any documents or do any other acts necessary to establish MCI's or its designee's exclusive ownership of such Workproduct. These include, but are not limited to, documents and acts associated with patents, copyrights, trade secrets, trademarks and other intellectual property rights therein.

M-102 (7/98)

I hereby irrevocably designate and appoint MCI and each of its duly authorized officers and agents as my agent and attorney-in-fact to act for and in my behalf and stead to execute and file any document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyright and trademark registrations, and other intellectual property rights with the same force and effect as if executed and delivered by me.

7. Return of Confidential Information

Upon termination of my employment, I shall deliver to MCI all copies of Confidential Information of MCI or of other persons or businesses that have come into my possession as a result of my employment with MCI. I further agree not to retain or use such information, whether in tangible or in intangible form, for any purpose following termination.

8. Non-Competition During Employment

I agree that during my employment with MCI, I will not, directly or indirectly, serve as an employee, agent, officer, consultant, contractor, owner, lender, investor or representative for any company engaged in any business that competes with MCI, provides goods or services to MCI, or uses technology similar to MCI's Confidential Information.

9. Non-Solicitation

I agree that for one (1) year following the termination of my employment for any reason, I will not, directly or indirectly, solicit or otherwise induce any employee or contractor to terminate his/her employment or contract with MCI, or otherwise interfere with or disrupt the Company's relationships with its employees or contractors.

10. At-Will Employment

Nothing in this Agreement creates a term of employment or an employment contract and does not confer upon me any rights with respect to continuance of employment. I understand that I remain an employee-at-will, and that either MCI or I may terminate my employment at any time, with or without cause, and with or without notice.

11. Termination of Agreement

Except as otherwise provided herein, this Agreement shall terminate upon cessation of employment with MCI; provided, however, that notwithstanding such cessation of employment, all of the obligations of the signatory of this Agreement shall survive with respect to any Confidential Information received prior to cessation of employment.

12. Non-Waiver

No failure or delay or partial exercise in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege.

13. Miscellaneous Terms and Conditions

This document contains the only complete agreement and entirely supersedes any prior agreement(s) I may have executed with respect to the matters covered by this Agreement.

If any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

The rights and obligations under this Agreement shall inure to the benefit of, and may be enforced by and for the benefit of, MCI and/or any parent, subsidiary, affiliate, predecessor, successor or assigns.

If required by applicable law, I agree to obtain any consent (including spousal consent), without further consideration, necessary to provide MCI, or other persons designated by MCI, with the exclusive ownership of Confidential Information, and all patent, copyright, trade secret, trademark and other intellectual property rights that I develop as a result of my employment with MCI.

I agree that violation of this Agreement, in whole or in part, would be extremely detrimental to MCI.

I acknowledge that I have carefully reviewed this Agreement, understand it, and agree to be bound by the terms and conditions of employment contained herein. I do so voluntarily, of my own free will, as a condition of my future or continued employment with MCI. I understand that failure to comply with the foregoing is a violation of my employment agreement and is subject to punishment up to, and including, termination.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have duly executed this Agreement to be effective as of the date of my signature.

Employee Signature: 

Printed Name: BRIAN K. GIBBINS

Employee SS#: 521-33-6235

Date: 4/26/99

Witness Signature: _____

Printed Name: _____

Date: _____