

04-23-2002

FORM PTO-1595  
(REV 6-93)

OFFICE OF PUBLIC RECORDS

RECORDATION  
PAT.

102063876

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

707 APR 10 AM 10:11

ATTORNEY DOCKET NO. SAMS01-00185

**FINANCE SECTION**

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

## 1. Name of conveying party(ies):

Sudhindra P. Herle  
Mark Mitchell

4-10-02

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: February 22, 2002

## 2. Name and address of receiving party(ies):

Name: Samsung Electronics Co., Ltd.

Internal Address: 416, Maetan-dong, Paldal-gu  
Suwon-city, Kyungki-do  
Republic of Korea

Post Office Address: Same as above

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

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

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

A. Patent Application No. 10/035,800  
Filed: December 28, 2001

B. Patent No(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Docket Clerk  
 Internal Address: P.O. Drawer 800889  
 Dallas, Texas 75380  
 Post Office Address: Same as above

6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41): 40.00

☒ Enclosed☒ Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

## 8. Deposit account number: 50-0208

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

John T. Mockler, Registration No. 39,775

Signature

28 March 2002  
DateTotal number of pages including cover sheet, attachments, and document: 13

OMB No. 0651-0011

04/22/2002 TDIAZ1 00000105 10035800

01 FC:581

40.00 00

PATENT  
REEL: 012805 FRAME: 0047

ASSIGNMENT

WHEREAS, We, Sudhindra P. Herle, resident of Plano, Collin County, Texas, citizen of India, and Mark Mitchell, resident of Dallas, Dallas County, Texas, citizen of the United States of America, have invented certain new and useful improvements in a "SYSTEMA ND METHOD FOR ENSURING INTEGRITY OF DATA-DRIVEN USER INTERFACE OF A WIRELESS MOBILE STATION" disclosed in an application for United States Letters Patent (Application No. 10/035,800, filed December 28, 2001), said application having been executed concurrently herewith;

WHEREAS, SAMSUNG ELECTRONICS CO., LTD, a corporation organized under the laws of the Republic of Korea, having a place of business at 416, Maetan-dong, Paldal-gu, Suwon-city, Kyungki-do, Republic of Korea (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; We authorize William A. Munck or John T. Mockler of Novakov, Davis & Munck, P.C. to insert in the parenthesis above the application number and filing date of said application when known; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest is concerned, to the said ASSIGNEE of our entire right, title and interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to us respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, and make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection

for said invention in all countries.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22<sup>nd</sup>  
day of February, 2002

  
Sudhindra P. Herle

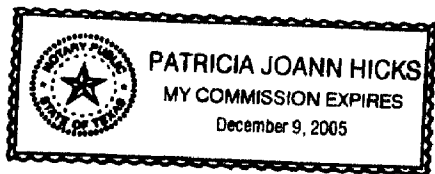
STATE OF TEXAS

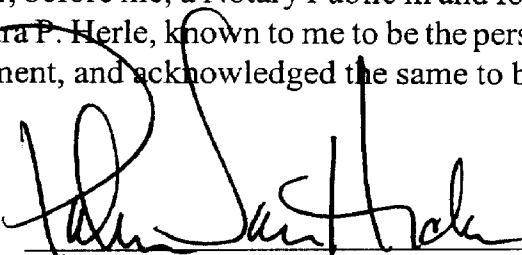
COUNTY OF

Dallas

§  
§  
§

On this 22<sup>nd</sup> day of February, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Sudhindra P. Herle, known to me to be the person named above who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



  
Notary Public, State of Texas

My Commission Expires:

December 9, 2005

\_\_\_\_\_  
Mark Mitchell

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark Mitchell, known to me to be the person named above who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Sudhindra P. Herle, et al.  
U.S. Serial No. : 10/035,800  
Filed : December 28, 2001  
For : SYSTEM AND METHOD FOR ENSURING INTEGRITY OF  
DATA-DRIVEN USER INTERFACE OF A WIRELESS MOBILE  
STATION  
Group No. : 2173  
Examiner : (Not Yet Assigned)

**BOX MISSING PARTS**

Commissioner for Patents  
Washington, D.C. 20231

**PETITION PURSUANT TO 37 C.F.R. §1.47(a)**

Petition is hereby made pursuant to 37 C.F.R. §1.47(a) to permit joint inventor, Sudhindra Herle, to make application for patent of the above-identified patent application, on behalf of himself and the non-signing joint inventor, Mark Mitchell.

Enclosed herewith is an executed Declaration, executed by joint inventor Herle, together with a Declaration in Support of the Petition Under 37 C.F.R. §1.47(a) signed by an authorized agent of the Assignee.

The Declaration sets forth facts showing that this action is necessary to preserve the rights of the Assignee, Samsung Electronics Co., Ltd., and to prevent irreparable damage thereto.

The fee set forth in 37 C.F.R. §1.17(i) is further enclosed herewith, and the last known

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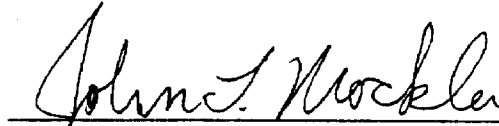
address of the inventor is further noted on the Declaration.

Grant of the instant Petition is accordingly requested.

Respectfully submitted,

NOVAKOV DAVIS & MUNCK, P.C.

Date: 27 March 2002



John T. Mockler

Registration No. 39,775

P.O. Drawer 800889  
Dallas, Texas 75380  
Tel: (214) 922-9221  
Fax: (214) 969-7557  
email: [jmockler@novakov.com](mailto:jmockler@novakov.com)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Sudhindra P. Herle, et al.  
U.S. Serial No. : 10/035,800  
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STATION  
Group No. : 2173  
Examiner : (Not Yet Assigned)

**BOX MISSING PARTS**

Commissioner for Patents  
Washington, D.C. 20231

**DECLARATION IN SUPPORT OF PETITION UNDER 37 C.F.R. 1.47(b)**

I, John Mockler, Affiant herein, hereby state and declare as follows:

1) I am a registered patent attorney, Registration No. 39,775. I prepared the subject patent application.

2) I have been granted a full Power of Attorney by the signing joint inventor, Sudhindra Herle.

3) Upon information and belief, the invention disclosed in the specification and recited in the claims of the subject patent application was invented by joint inventor Herle and non-signing joint inventor, Mark Mitchell.

4) Upon information and belief, non-signing joint inventor Mark Mitchell was employed as a Consultant by the Assignee, Samsung Electronics Co., Ltd., when he jointly invented the invention of the subject patent application.

5) Upon information and belief, joint inventor Mitchell executed a Confidentiality Agreement dated April 11, 2001 in which joint inventor Mitchell agreed to assign all rights to tangible and intangible property developed by joint inventor Mitchell to Samsung Electronics Co., Ltd. A copy of the Confidentiality Agreement is attached hereto as Exhibit A.

6) Enclosed with a letter dated 26 November 2001, I provided joint inventors Herle and Mitchell with a draft of the subject patent application together with Declaration and Assignment documents for the joint inventors' signatures.

7) Enclosed with a letter dated 27 December 2001, I again provided joint inventors Herle and Mitchell with the Declaration and Assignment documents.

8) I filed the subject patent application with the United States Patent and Trademark Office on 28 December 2001. The application was filed without an executed Declaration or Assignment document.

9) By Notice dated 28 January 2002, I received confirmation of accordation by the United States Patent and Trademark Office of the filing date and application serial number of the subject patent application. The Notice further required submission of the inventors' Declaration.

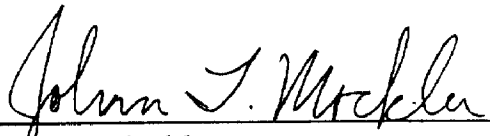
10) Upon information and belief, joint inventor Mitchell has refused to sign the Declaration and Power of Attorney in the present application because joint inventor Mitchell

disagrees with the Assignee's policy of giving patent bonuses to full-time employees of the Assignee but not to Consultants, such as joint inventor Mitchell.

11) Upon information and belief, the last known address of non-signing joint inventor Mark Mitchell was 8623 Glencrest, Dallas, Texas 75209.

12) I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are also believed to be true. I am aware that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. §1001) and may jeopardize the validity of the application or any patent issuing thereon.

Date: 27 March 2002

  
John T. Mockler  
Registration No. 39,775

P.O. Drawer 800889  
Dallas, Texas 75380  
Phone: (214) 922-9221  
Fax: (214) 969-7557  
E-mail: [jmockler@novakov.com](mailto:jmockler@novakov.com)

## EXHIBIT B

### CONFIDENTIALITY AGREEMENT

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality And Non-Disclosure Agreement ("Agreement") is effective as of the date set forth on the signature page hereof by the undersigned Consultant.

WHEREAS, Samsung Telecommunications America, Inc. ("Samsung") has entered into a consulting agreement ("Consulting Agreement") with MARK MITCHELL ("Company") whereby Company will assign its employee ("Consultant") to perform certain consulting services at or for Samsung ("Consulting Services") pursuant to the Consulting Agreement;

WHEREAS, Consultant has been assigned by Company to perform the Consulting Services and will, therefore, have access to certain confidential information and trade secrets belonging to Samsung.

NOW, THEREFORE, in consideration of such disclosure and the continuation of the working relationship between Company and Consultant, Consultant agrees as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the designated meanings:

1.1 "Confidential Information," as used herein, means any information, whether technical or not and regardless of form, relating to any business or activity of Samsung that is: (i) disclosed to, or known by, the Consultant during the performance of the Consulting Services, whether or not the Confidential Information was developed by Consultant or Company, and (ii) the subject of efforts by Samsung to maintain in confidence, or is otherwise not generally known outside Samsung, including, but not limited to, any relevant Know-how, Work of Authorship, Trade Secret or other research/development efforts, plans or the like, product technology or information, marketing, purchasing, accounting, engineering, pricing, bidding, selling, or other business plan (e.g., planned merger, acquisition, joint venture, public offering, potential or ongoing dispute, whether or not involving litigation, etc.), or any information received in confidence by Samsung from another, such as a third party with whom Samsung had or has an ongoing or prospective business relationship.

1.2 "Intellectual Property," as used herein, means any property right (e.g., right to possess, use, dispose of, etc.) in and to any Know-how, Work of Authorship, Trade Secret, Confidential Information or other information or thing relating to any business or activity of Samsung that is subject to contract, copyright, patent (actual or prospective), publicity, service mark, trademark, trade dress, trade name, trade secret, or other intangible property protection, whether domestic or foreign.

1.3 "Know-how," as used herein, means all knowledge, whether technical or not, relating to any business or activity of Samsung.

1.4 "Trade Secret," as used herein, means any sensitive, confidential, restricted, proprietary or otherwise secret Know-how, Work of Authorship or other information, whether technical or not and regardless of form, that provides, or may provide, Samsung with a competitive advantage, including, but not limited to, development projects, financial data, financial plans, formulas, lists of actual, past or potential business contacts, customers, suppliers or otherwise, methods and methodologies, negative trade secrets, patterns, pricing structures, processes,

product plans, protocols, research/development information, routines, techniques, test data or other results, or other like information relating to any business or activity of Samsung.

1.5 "Work of Authorship," as used herein, means any original expression, whether protected by federal or international copyright laws or not, relating to any business or activity of Samsung, including, but not limited to, any advertising material, compilation, data repository or structure, design, drawing, manual, product/service description, software (whether executable or not), specification, or other original writing.

1.6 "Work Product," as used herein, means any Know-how, Work of Authorship, Trade Secret, Confidential Information, Intellectual Property, or other information or thing, whether tangible or intangible, relating to any business or activity of Samsung created, developed or produced by Consultant and/or Company in performance of the Consulting Services pursuant to the Consulting Agreement.

## 2. Confidentiality

2.1 The Consultant acknowledges that Consultant will be privy to certain Confidential Information while performing the Consulting Services, and that misappropriation (i.e., unauthorized access, copying, disclosure, sale, transfer, use, etc.) of any of the Confidential Information by Consultant will likely cause irreparable harm to Samsung. The Consultant thereby agrees (i) to take reasonable steps to protect and safeguard the Confidential Information against misappropriation; (ii) not to misappropriate, either directly or indirectly, any of the Confidential Information for as long as such Confidential Information remains confidential; (iii) to immediately notify Samsung, in writing, of any known or perceived misappropriation of the Confidential Information; and (iv) that Samsung will be entitled, as a matter of right, to injunctive relief, both temporary and permanent, against any misappropriation or attempted misappropriation of the Confidential Information by Consultant without the necessity of posting bond or other security (to the extent that Samsung is required to post bond or other security, Consultant agrees and stipulates that \$1,000.00 is sufficient for such bond or other security) or proving actual damages, such right to injunctive relief (a) will be cumulative and in addition to any other remedies available to Samsung, and (b) includes, but is not limited to, a right to pursue a temporary restraining order, whether ex parte or not.

2.2 Samsung agrees to take reasonable steps to identify, and cause third-parties to identify, Confidential Information to the Company, including by using confidentiality, trade secret or other like notices when and where Samsung believes the same is appropriate.

3.1 Consultant agrees not to disclose, incorporate or otherwise use in Samsung's business any confidential or proprietary information relating to the business or activities of any third party, if Samsung, Company, or Consultant (e.g., confidential or proprietary information of a former employer of Consultant.) is under an obligation to refrain from disclosing, incorporating or otherwise using such confidential or proprietary information.

3 Notwithstanding the foregoing restrictions, Consultant may disclose any Confidential Information to the extent required by an order of any court, or other governmental authority, having competent jurisdiction, but only after Samsung is (i) notified in writing and provided with a copy of such order, and (ii) given an opportunity to obtain reasonable protection for such Confidential Information in connection with such disclosure.

- 2.5 Consultant agrees not to prepare, not to publish, and not to otherwise disclose any articles or speeches, whether technical or not, relating to any portion of the Confidential Information or any other business or activity of Samsung without the prior written consent of Samsung.

3. Ownership of Confidential Information.

- 3.1 The Parties agree that all Work Product will belong exclusively to Samsung, and, to the maximum extent possible, is considered a "work made for hire," as defined in 17 U.S.C. § 101 (§ 101 of the Copyright Act of 1976), for Samsung. To the extent any such Work Product is determined not to be a work made for hire for Samsung, Consultant agrees to assign such Work Product, and will and do automatically assign, at the time of creation of any such Work Product, without a requirement of further consideration, and regardless of any right, title or interest Consultant may have in any such Work Product, to Samsung. Consultant agrees, upon request by Company or Samsung, to take such further actions as may be appropriate to give full and proper effect to such assignment

- 3.2 Consultant agrees to promptly communicate and disclose, in writing, to Company and the management of Samsung any and all Intellectual Property related to Samsung's telecommunications business which Consultant authors, conceives, creates, develops, makes, modifies or otherwise invents, either solely or jointly with others, or on or off Samsung premises, pursuant to the Consulting Agreement.

- 3.3 Consultant agrees to and hereby assigns, grants and conveys to Samsung, its successors and assigns, Consultant's, entire right, title and interest, if any, in and to any and all such Intellectual Property.

- 3.4 Consultant agrees to execute and deliver, and will execute and deliver, any and all papers, instruments or other documents, including assignments, and do any and all other lawful acts that may be desirable in the opinion of Samsung to secure, establish and maintain title in Samsung, its successors and assigns, to any and all such Intellectual Property, and give Samsung, its successors and assigns the full benefit of the assignment set forth herein.

4. Remedies

- 4.1 Because of the unique nature of the Confidential Information, Consultant acknowledges Samsung will suffer irreparable harm in the event Consultant fails to comply with any of its obligations under this Agreement, and that monetary damages will be inadequate compensation for such breach. Accordingly, Consultant agrees that Company will, in addition to any other remedies available to it at law or in equity, be entitled to a temporary restraining order without notice, and thereafter, to a temporary and permanent injunction against such breach without any requirement to post bond as a condition of such release.

- 4.2 In the event of any breach by Consultant which suffers or permits all or any part of the Confidential Information to come into the hands of any unauthorized person, firm, or organization, Consultant agrees, at Consultant's expense, to expend Consultant's best efforts in attempting to retrieve or deliver to Company (or to Samsung if so directed by Company) the Confidential Information. If Consultant is not able to promptly retrieve the Confidential Information from such unauthorized person, firm, or organization, Company shall be entitled

to recover from Consultant reasonable expenses and attorneys' fees incurred in Company's (or Samsung's) reasonable efforts to retrieve the Confidential Information from such unauthorized person, firm, or organization.

5. Miscellaneous.

5.1 Upon the oral or written request of Company, Consultant shall immediately return the Confidential Information, including all copies thereof, to Company (or to Samsung if so directed by Company), or certify in writing that the Confidential Information has been destroyed and that no further use of the Confidential Information will be made by Consultant.

5.2 Consultant agrees that during its performance of Consulting Services and for a period of one (1) year thereafter, Consultant will not (i) following knowingly entice, persuade or otherwise solicit any Samsung employee, contractor, consultant, or other representative to leave the services of Samsung for any reason, nor (ii) engage in any activity that conflicts with or is inconsistent with the terms of and conditions of this Agreement. During Consultant's performance of Consulting Services for Samsung, Consultant shall not provide services for a competitor of Samsung.

5.3 This Agreement shall be governed by the laws of the State of Texas and venue for the resolution of any disputes shall be in Dallas, Texas.

5.4 A copy transmitted via facsimile of this executed Agreement shall be deemed to be of the same legal force and effect as an original.

Consultant has executed this Agreement on the 11 day of April, 2001

Consultant:

Mark Mitchell

(Signed)

MARK MITCHELL

(Printed)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Sudhindra P. Herle, et al.  
U.S. Serial No. : 10/035,800  
Filed : December 28, 2001  
For : SYSTEM AND METHOD FOR ENSURING INTEGRITY OF DATA-  
DRIVEN USER INTERFACE OF A WIRELESS MOBILE STATION  
Group No. : 2173  
Examiner : (Not Yet Assigned)

**Box ASSIGNMENTS**

Commissioner for Patents  
Washington, D.C. 20231

**CERTIFICATE OF MAILING BY FIRST CLASS MAIL**

Sir:

The undersigned hereby certifies that the following documents:

1. Recordation Form Cover Sheet;
2. Assignment;
3. Check in the amount of \$40.00 for the Assignment recordal fee;
4. A postcard receipt;

relating to the above application, were deposited as "First Class Mail" with the United States Postal Service, addressed to Box ASSIGNMENTS, Commissioner for Patents, Washington, D.C. 20231, on 3/28/02

Date: 3/28/02

Kathy Longenecker  
Mailer

Date: 28 March 2002

John T. Mockler  
John T. Mockler  
Reg. No. 39,775

P.O. Drawer 800889  
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