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**RECORDATION FORM COVER SHEET**  
**PATENT APPLICATIONS & PATENTS ONLY**

TO THE DIRECTOR OF THE US PATENT AND TRADEMARK OFFICE:

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

## 1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. Jian WANG

3.

5.

7.

2.

4.

6.

8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

## 2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Digital Accelerator Corporation

ADDRESS:

1255 West Pender Street, Vancouver, British Colombia, V6E 2V1, Canada

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

## 3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)☐ ASSIGNMENT OF☐ WHOLE☐ PART INTEREST☐ ORIGINAL☒ FACSIMILE/PHOTOCOPY☐ CHANGE OF NAME☐ VERIFIED TRANSLATION☐ SECURITY ☐ MERGER☒ OTHER:

Employment Contract between Digital Accelerator Corporation and Jian Wang

EXEC. DATE:

April 1, 2000

EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A: PAT. APP. NO.(S) series code/serial no.	M#	1* INVENTOR if not in item 1	B: PATENT NO(S)	M#	1* INVENTOR if not in item 1
09/999,067	049982-0272519	Meng WANG			

5. Name & Address of Party to Whom Correspondence  
Concerning Document Should be Mailed:

Pillsbury Winthrop LLP  
 Intellectual Property Group  
 11682 El Camino Real Suite 200  
 San Diego, CA 92130-2092

6. NUMBER INVOLVED:

APPLNS 1 + PATS 0 = TOTAL = 1

7. AMOUNT OF FEE DUE: (Code 8021)

ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:

049982

0272519

CLIENT NO.

MATTER NO.

8. PLEASE CHARGE TO OUR DEPOSIT ACCOUNT

NUMBER: 50-2212

UNDER ORDER NO

049982

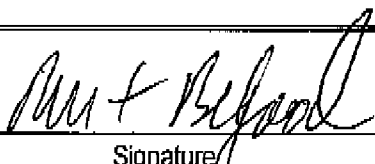
0272519

dup. sheet not required

CLIENT NO.

MATTER NO.

9. 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.



Signature

10. Total number of pages including this  
cover sheet, attachments and document  
(do not file dup. Cover sheet)

10

Attorney: Robert M. Bedgood, Ph.D.

Reg. No. 43,488

Date: March 25, 2004

Atty/Sec: RMB/sys

TEL: (858) 509-4065

FAX: (858) 509-4010

FILE WITH PTO RETURN RECEIPT (PAT-103A)

CH \$40.00 502212 09999067

## Agreement

This Agreement made as of the 1st day of April 2000

BETWEEN:

**DIGITAL ACCELERATOR CORPORATION**, a corporation  
existing under the laws of the Province of British Columbia

(hereinafter called the "Corporation")

AND:

**Jian Wang** of 104 - 7495 Sandborne Avenue, Burnaby, B.C. V3N 4V4

(hereinafter called the "Employee")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, it is hereby agreed by and among the parties hereto as follows:

### Article 1 DEFINITIONS

1.1 In this agreement, unless there is something in the subject matter or context inconsistent therewith,

- a) "affiliates" shall have the meaning ascribed in the Company Act (British Columbia);
- b) "Contract Year" means the period from and including first day of the first month in any calendar year that employment commences to and including the last day of the last month in the immediately following calendar year.

### Article 2 EMPLOYMENT OF EMPLOYEE

2.1 The Corporation shall employ the Employee, and the Employee shall serve the Corporation in the capacity as Senior System Engineer and Team Leader of the Corporation reporting to Meng Wang, Chief Scientist or his designate.

### Article 3 PERIOD OF SERVICE

3.1 The services of the Employee contemplated in this agreement shall commence on the 1st day of April 2000 and shall continue for a period of service of three (3) contract years with a renewal of an additional year, from and including such date, unless sooner terminated pursuant to the provisions of this agreement.

### Article 4 SERVICES AND DUTIES OF THE EMPLOYEE

4.1 The Employee shall provide such services and perform such duties for the Corporation and its affiliates as are consistent with his position as Senior System Engineer and team Leader for the Corporation and as may from time to time be assigned to the Employee by the Board of Directors of the Corporation.

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REEL: 014461 FRAME: 0823

4.2 The Employee shall well and faithfully serve the Corporation and its affiliates during the period of service provided for in Article 2 hereof and shall use his reasonable best efforts to promote the interest of the Corporation and its affiliates and during the term hereof shall devote his full time and energies to the Corporation and its affiliates and will ensure that he is not at any time engaged in conduct which would constitute a conflict with the interests of the Corporation and its affiliates. The Employee will, in the performance of his duties, promote the interest, business and reputation of the Corporation and its affiliates and shall perform all such duties as are essential or conducive to the efficient management thereof in accordance with the rules and policies of the Corporation from time to time.

4.3 The Employee acknowledges that the effective performance of his duties requires the highest level of integrity in the Employee's relationship with other employees or employees of the Corporation and its affiliates and with all persons dealt with in the course of his employment. The Employee shall diligently, faithfully and honestly serve the Corporation and its affiliates during the continuance of his contract hereunder and shall use his reasonable best efforts to promote the interests of the Corporation and its affiliates.

**Article 5: COMPENSATION**

5.1 The Corporation shall pay to the Employee a sum of \$78,000.00 in the currency of Canada (Cdn\$) in respect of his services for each and every Contract Year, and such salary shall be payable in equal semi-monthly installments in arrears or in such other periodic installments in arrears as may from time to time be mutually agreed upon by the Employee and the Corporation.

5.2 The employee shall share in a Director and Employee Stock Option Plan. The first installment under this plan shall entitle the employee to 50,000 shares @ \$1.00 exercisable within five years from April 1, 2000. Under the Stock Option Plan if the employee leaves the employ of the Employer the options must be exercised within 30 days from the date of termination.

**Article 6: EXPENSES AND BENEFITS**

6.1 The Corporation shall reimburse the Employee for, or pay, all reasonable travelling and other expenses properly incurred by the Employee in connection with the affairs of the Corporation.

6.2 The Employee shall furnish the Corporation with vouchers, receipts, invoices or other reasonable details in respect of any expenses for which the Employee desires to be reimbursed by the Corporation.

6.3 The Employee shall be entitled to participate in and to receive all rights and benefits under life insurance, disability, medical, dental, health and accident plans maintained by the Corporation for its employees generally.

**Article 7: VACATION**

7.1 The Employee shall be entitled to three weeks paid vacation during each Contract Year that the Employee is employed by the Corporation pursuant to this agreement.

**Article 8: TERMINATION**

8.1 The Corporation may at any time terminate the contract of the Employee for Cause (as such term is hereinafter defined), by giving written notice to the Employee of the termination of his contract, and his contract shall be terminated upon the later of

- (a) the date on which the Employee receives such notice of termination; and
- (b) the date stipulated in the notice of termination as the date on which the contract of the Employee is to terminate.

For all purposes under this agreement, "Cause" shall mean (i) failure by the Employee to substantially perform his duties hereunder, other than a failure resulting from the Employee's complete or partial incapacity due to physical or mental illness or impairment, (ii) an act by the Employee which constitutes gross misconduct and which is injurious to the financial interest of the Corporation or its affiliates, (iii) a material breach by the Employee of a material provision of this agreement, or (iv) a material violation by the Employee of a United States or Canadian federal, state or provincial law or regulation applicable to the business of the Corporation or its affiliates which causes material harm to the Corporation and which was not authorized or approved by the Board of Directors of the Corporation. No compensation or benefits will be paid or provided to the Employee under this agreement on account of a termination for Cause, or for periods following the date when such a termination of the contract is effective.

8.2 The Corporation may, at any time without Cause, terminate the Employee's contract upon two weeks notice provided that the Corporation may, at its option, pay in lieu of notice to the Employee an amount equal to the salary that the Employee would have earned during the applicable notice period and this amount, once paid or set off, shall be a full and final settlement of all obligations of the Corporation in respect of the contract of the Employee and the Employee shall not be entitled to any other compensation, termination allowance, damages or other amount as a result of the termination of his contract with the Corporation for any reason whatsoever, whether or not such termination is without Cause or without reasonable or any notice. For greater certainty the Corporation shall not have the right to set off of any amounts owing or claimed to be owing by the Employee to the Corporation at the time notice and payment are provided to the Employee by the Corporation.

8.3 The Corporation may terminate the Employee's contract for Disability by giving the Employee 30 days advance notice in writing. For all purposes under this agreement, "Disability" shall mean that the Employee, at the time notice is given, has been unable to substantially perform his duties under this agreement for a period of not less than six consecutive months as the result of his incapacity due to physical or mental illness. In the event that the Employee resumes the performance of substantially all of his duties hereunder before the termination of his contract under this section 8.3 becomes effective, the notice of termination shall automatically be deemed to have been revoked. No compensation or benefits will be paid or provided to the Employee under this agreement on account of termination for Disability, or for periods following the date when such a termination of employment is effective.

8.4 The Employee's contract shall terminate in the event of his death. The Corporation shall have no obligation to pay or provide any compensation or benefits under this agreement on account of the Employee's death, or for periods following the Employee's death.

#### **Article 9 NON-COMPETITION AND NON-SOLICITATION**

9.1 Where used in this Article 9, Article 10 and Article 11,

"Customer" means any person which has requested the Corporation, orally or in writing, to provide products or services for it, and shall include those persons, firms, corporations or other entities.

- (a) who are served by or with whom the Employee has, in a business capacity, become acquainted while employed or retained by the Corporation or its affiliates,

- (b) who are or were customers of the Corporation or its affiliates during the course of the Employee's period of service to the Corporation or its affiliates hereunder and who have continued to be customers of the Corporation until the time of such solicitation, or
- (c) who the Employee knew or ought reasonably to have known were customers of the Corporation or its affiliates during the course of his period of service hereunder;

**"Potential Customer"** means any person with which any employee or employee of the Corporation or its affiliates has held discussions regarding the possibility of rendering services or providing products, or to which an employee or employee has made any written proposal for the performance of services or the provision of products by the Corporation or its affiliates;

**"Customer Account"** means the specific product, division or other areas of services which the Customer has assigned to the Corporation or its affiliates (provided that if the Corporation or its affiliates represents the Customer generally, then "Customer Account" means all areas of services and products and other services and products provided by the Corporation or its affiliates to such Customer);

**"Potential Customer Account"** means the specific product, division or other area of products or services which has been the subject matter of discussions between a Potential Customer and the Corporation or its affiliates or the subject matter of an oral or written proposal by the Corporation or its affiliates; and

**"Competitive Business"** means any other business which provides services or products of any type or character which the Corporation or its affiliates typically provides from time to time.

9.2 The Employee covenants and agrees with the Corporation that he will not, within the Territory (as hereinafter defined) without the prior written consent of the Corporation at any time prior to 24 months after the later of:

- (a) the date on which the Employee ceases to be an employee of the Corporation; and
- (b) March 31, 2005;

(the later date being herein referred to as the "Release Date"), either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation as principal, agent, shareholder, employee or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any person or persons, firm, association, syndicate, company or corporation engaged in or concerned with or interested in any Competitive Business carried on by the Corporation, except as a shareholder of a corporation, holding less than five per cent (5%) of the outstanding shares thereof, if there is a "published market" (within the meaning of the Securities Act (Ontario) in respect of such securities.

9.3 For the purposes hereof, "Territory" means the world.

9.4 The Employee covenants and agrees with the Corporation that at all times until the Release Date he will not,

- (a) for the benefit of a Competitive Business, directly or indirectly, perform services for, solicit, or assist other persons to solicit (i) any Customer or any Customer Account of any Customer, or (ii) any Potential Customer or any Potential Customer Account of any Potential Customer which became a Potential Customer in the 12 months prior thereto; or
- (b) recruit, solicit, hire or recommend the hiring of any person who was employed by the Corporation or its affiliates at any time during the 12 month period prior to the last day of employment with the Corporation (provided, however, that such restriction shall not apply to any employee of the Corporation or its affiliates who was terminated by the Corporation or its affiliates).

9.5 Nothing contained in this Article shall be deemed to affect or impair the otherwise lawful rights of the Corporation to enforce its lawful remedies against the Employee either during the period of service hereunder or at any time thereafter to prevent the Employee from approaching or soliciting any Customer or employee of the Corporation or its affiliates with a view towards inducing such Customer or employee to breach a contract between the Corporation or its affiliates and such Customer or employee and to recover any damages resulting therefrom.

#### **Article 10      NON-DISCLOSURE**

10.1 The Employee acknowledges that either as a result of his prior association with the Corporation or in the course of carrying out, performing and fulfilling his duties hereunder, he is presently in possession of and will have access to and will be entrusted with information and trade secrets and know-how concerning the business of the Corporation or its affiliates and the present and contemplated services and techniques of the Corporation or its affiliates, the disclosure of any of which information or trade secrets or know-how to competitors of the Corporation or its affiliates or to others or to the public will be highly detrimental to the best interest of the Corporation or its affiliates. The Employee further acknowledges and agrees that the right to maintain the secrecy of such information and trade secrets and know-how constitutes a proprietary right which the Corporation or its affiliates are entitled to protect. Accordingly, the Employee further covenants and agrees that at all times during the term hereof and at all times thereafter he will hold all of the foregoing information, trade secrets and know-how in secrecy as trustee or custodian for the Corporation and its affiliates for the exclusive benefit and use and will faithfully do all reasonable acts and things to assist the Corporation and its affiliates in holding in secrecy the foregoing.

10.2 The Employee shall not at any time without the prior written consent and approval of the Corporation, either during the term hereof or thereafter, disclose or divulge, directly or indirectly, to any person, firm or corporation any of the information and trade secrets and know-how described or contemplated in section 10.1 and without like consent, he will not at any time, either during the term hereof or thereafter, practice or use other than for the benefit of the Corporation or its affiliates any such information and trade secrets and know-how not at the time a matter of public knowledge and available for use by the public. Without limiting the generality of the foregoing, except as permitted by the Corporation, the Employee shall not at any time during or after the term of the contract with the Corporation, divulge, disclose or communicate, directly or indirectly, to any person, or use for his own benefit or for the benefit of anyone other than the Corporation or its affiliates, any trade secrets of the Corporation or its affiliates, any Customer or Potential Customer identities and contacts; Customer or Potential Customer lists; Customer or Potential Customer financial, business or personal information; Customer or the Corporation or its affiliates Customer or Potential Customer goals or objectives, the Corporation's or any affiliate's recommendations or proposals; other information relating to Customer or Potential Customer accounts, feedback or directions; and financial and business

information relating to the Corporation or its affiliates, its businesses, its Customers or its Potential Customers.

10.3 The Employee further covenants and agrees with the Corporation that all instructions, drawings, notes, memoranda, inventions, patents and other industrial property relating to the business of the Corporation or its affiliates made or conceived by him during the term hereof or which may come into his possession during the term hereof and which relate in any way to or embody any of the information, trade secrets or know-how, referred to in section 10.1 or any research done for the Corporation shall be the exclusive property of the Corporation.

#### **Article 11** **TITLE TO INTELLECTUAL PROPERTY**

11.1 The Employee covenants and agrees with the Corporation that he will fully and freely (and without expense to the Corporation) communicate to the Corporation, and the Employee hereby assigns to the Corporation all discoveries, concepts, inventions or improvements, whether patentable or not; made, discovered, conceived, invented or improved by the Employee as well as any ideas, plans, concepts, copyrightable materials, copyrights, trademarks, trade dress and any other intellectual property conceived or created by the Employee (hereinafter collectively call the "IP Rights") during the period commencing on the date hereof and ending on the date the Employee ceases for any reason to be a employee of the Corporation and in any way relating to any process, formula, plan, skill, method of advertising, marketing, research, equipment, device, or method of doing business, developed or being developed, made, used, sold or installed by or made known to the Employee during the period of his employment hereunder or resulting from or suggested by any work which the Employee may do for the Corporation or its affiliates at the request of the Corporation or its affiliates and relating to any business carried on or proposed to be carried on by the Corporation or its affiliates, and the Employee agrees that he will at the expense of the Corporation at all times (both during the period of his contact hereunder and at all times thereafter) assist the Corporation, its affiliates or their respective assignees or their nominees in every way to protect the rights of the Corporation and its affiliates under this section 10 and to vest in the Corporation or its assignees the entire right, title and interest, including, without limitation, the copyright, in and to any and all of the IP Rights and that he will not disclose to any person, firm or company or use any such IP rights and that he will not disclose to any person, firm or company or use any such IP Rights for this own purposes or for any purposes other than those of the Corporation and its affiliates. The Employee hereby represents and warrants to the Corporation that he does not currently have any OP Rights that have not been assigned to the Corporation or its affiliates and, to the extent that such representation and warranty is incorrect in any way, the Employee hereby sells, assigns and transfers to the Corporation any and all IP Rights which the Employee currently has.

#### **Article 12** **NOTICES**

12.1 Any notice or other document required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is

- (a) delivered personally to such party or, if such party is a corporation, to an officer or director thereof, or
- (b) sent to the party entitled to receive it by registered mail, postage prepaid and addressed to such party as follows, namely,
  - (i) in the case of the Corporation,

Suite 904 - 1055 Dunsmuir Street  
Vancouver, B.C. V7X 1J1

Attention: Phil Nerland, President  
Telecopier: (604) 689-1858

(ii) in the case of the Employee,

104 - 7495 Sandborne Avenue  
Burnaby, B.C. V3N 4V4

or to such other address as the party entitled to or receiving such notice or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice or other document.

Any notice or other document given or sent or delivered as aforesaid that

- (c) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; and
- (d) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the first day following the date of mailing.

**Article 13 GOVERNING LAW**

13.1 The provisions of this agreement shall be governed by and interpreted in accordance with the laws of British Columbia and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of such province.

**Article 14 EXTENDED APPLICATION**

14.1 The provisions of this agreement shall enure to the benefit of and be binding upon,

- (a) the Employee and his heirs, executors, administrators and personal representatives, and
- (b) the Corporation and its successors and assigns.

14.2 The rights the Corporation hereunder may be assigned to any person, firm or corporation that acquires or is about to acquire all or substantially all of the property of the Corporation, provided that (in the case of an assignment of the rights of the Corporation such person, firm or corporation undertakes in writing to the Employee to assume the obligations of the Corporation hereunder.

**Article 15 SURVIVAL**

15.1 For greater certainty it is acknowledged and agreed by the parties hereto that the provisions of Articles 9, 10 and 11 hereof shall survive the expiration of the period of service provided for in Article 3 of this agreement and any termination of this agreement and shall continue thereafter in full force and effect.

**Article 16 REASONABLENESS OF PROVISIONS**

16.1 The Employee hereby agrees that all covenants, provisions and restrictions contained herein are necessary and fundamental to the protection of the business of the Corporation and to the protection of the value of the Corporation's business, and that a breach by the Employee of any covenant and provision in Articles 9, 10 or 11 hereof would result in damages to the Corporation that could not adequately be compensated by monetary award.



Accordingly, it is expressly agreed by the Employee that in addition to all other remedies available to it including, without limitation, any right for damages or any right to terminate this agreement, the Corporation shall be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin the Employee from breaching any such covenant or provision including, without limitation, the prevention of the Employee from carrying on the competing activity.

16.2 The Employee hereby agrees that all covenants, provisions and restrictions are reasonable and valid and all defences to the strict enforcement thereof by the Corporation are hereby waived by the Employee.

**Article 17 RIGHT TO ADVICE OF LEGAL COUNSEL**

17.1 The Employee acknowledges that he has consulted with legal counsel and is fully aware of his rights and obligations under this agreement.

**Article 18 WAIVER**

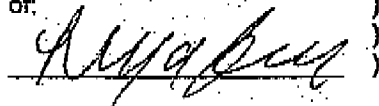
18.1 No waiver by any party of any default or breach of any term, condition or covenant of this agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein, nor shall it be effective unless in writing. The failure of any party hereto to enforce at any time or for any period of time any provision hereof in accordance with its terms shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce any provision hereof. This agreement may only be waived or amended by the Corporation with the prior approval of the Board of Directors of the Corporation.

**Article 19 ENFORCEABILITY**

19.1 If any covenant or provision in this agreement is determined to be void or unenforceable in whole or in part, such covenant or provision shall be severable from all other covenants and provisions hereof and shall not affect or impair the validity of any other covenant or provision hereof.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.


SIGNED, SEALED AND )  
DELIVERED in the presence )  
of:



  
Jian Wang

**DIGITAL ACCELERATOR CORPORATION**

Per:

  
Phil Nerland  
President

**PATENT**

**REEL: 014461 FRAME: 0830**

**IN THE UNITED STATES PATENT OFFICE**  
**RE: NATIONAL PHASE APPLICATION BASED ON INTERNATIONAL**  
**APPLICATION NO.**  
**PCT/CA01/00319 FILED 15 March 2001**

In re Application of United States National Phase Application No. 09/999,067  
corresponding to  
International Patent Application No. PCT/CA01/00319  
entitled  
Coding of Digital Video with High Motion Content

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AFFIDAVIT

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