

Form PTO-1595  
(Rev. 10/02)

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

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

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Waldemar Horwat

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

3. Nature of conveyance:

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

Execution Date: July 19, 1994

2. Name and address of receiving party(ies)

Name: General Magic, Inc.

Internal Address: \_\_\_\_\_

Street Address: 420 North Mary Avenue

City: Sunnyvale State: CA Zip: 94086

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)

B. Patent No.(s)

6,021,275

Additional numbers attached?  Yes  No

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Thomas C. Fiala

Street Address: 1100 New York Avenue, N.W.

City: Washington State: D.C. Zip: 20005-3934

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:

19-0036

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

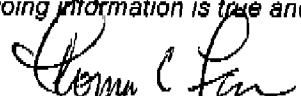
**DO NOT USE THIS SPACE**

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.*

Thomas C. Fiala, Reg. No. 43,610

Name of Person Signing



Signature

8/16/04

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

OP \$40.00 6021275

**GENERAL MAGIC, INC.**

**PROPRIETARY RIGHTS AND INFORMATION AGREEMENT**

This Agreement sets forth the understanding between you and General Magic, Inc. ("General Magic") concerning any discoveries and inventions you may make in connection with your employment by General Magic and your treatment of General Magic's confidential and proprietary information. General Magic has agreed to employ you or continue to employ with the understanding and expectation that you agree to and will abide by the following terms and conditions:

**1.0 INVENTIONS.**

As used in the Agreement, the term "Inventions" means any and all inventions and discoveries, including improvements, original works of authorship, designs, formulas, processes, computer programs, databases, and trade secrets and related proprietary information and materials.

a. Your Rights in Inventions:

- (i) Previous Employee Inventions belong to you.
- (ii) Future Employee Inventions: General Magic acknowledges and agrees as provided in Section 2870 of the California Labor Code\* that any Inventions: (a) that you develop entirely on your own time, and (b) that you developed without using General Magic equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for General Magic and (d) that do not relate to General Magic's business, or to its actual or demonstrably anticipated research or development, will be owned entirely by you, even if developed by you during the time period in which you are employed by General Magic.

b. General Magic's Rights In Inventions.

- (i) Disclosure. You agree to make full written disclosure in confidence to General Magic of any and all Inventions that you develop during or as the result of your employment at General Magic.
- (ii) Assignment of Inventions to General Magic. You agree that all Inventions that: (a) are developed using the equipment, supplies, facilities or trade secrets of General Magic, (b) result from work performed by you for General Magic, or (c) relate to the business, or actual or demonstrably anticipated research or development of General Magic ("General Magic Inventions"), will be the sole and exclusive property of General Magic, and you will and hereby transfer and assign any "moral" rights that you may have in any General Magic Inventions under any copyright or other similar law, whether U.S. or foreign. You agree to waive and never to assert any such "moral" rights in General Magic Inventions during or after the termination of your employment with General Magic. This Assignment applies only to those Inventions that are directly or indirectly related your assignment and responsibility at General Magic.

c. Protection of General Magic Inventions.

You agree (at General Magic's expense) to assist General Magic in every proper way to obtain and to help General Magic enforce patents, copyrights, and other legal protections for General Magic Inventions in any and all countries. You agree to execute any documents that General Magic may reasonably request for use in obtaining or enforcing such patents, copyrights and other legal protections. You acknowledge that all original works of authorship that are made by you (solely or jointly with others) within the scope of your employment at General Magic, and that are protectable by copyright, are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. section 101).

2.0 PROPRIETARY INFORMATION.

You understand that your employment with General Magic creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to you by General Magic or learned by you in the course of your duties at General Magic, and that relates to: (i) the business of General Magic or that of any of its subsidiaries, affiliates, customers, suppliers, or (ii) any confidential information of third parties disclosed to General Magic. Such confidential and secret information includes information concerning Inventions, marketing plans, product plans, business strategies, financial information and forecasts, personnel information and customer lists and is referred to collectively in the Agreement as "Proprietary Information."

- a. Confidentiality of Proprietary Information. At all times, both during your employment by General Magic and after its termination, you agree to keep all Proprietary Information in confidence and trust, and you will not use or disclose Proprietary Information without the written consent of General Magic, except as may be necessary to perform your duties as an employee of General Magic. Upon termination of your employment with General Magic, you will promptly deliver to General Magic all documents and materials of any kind pertaining to your work with General Magic, and you will not take with you any documents, materials or copies thereof, whether on paper, magnetic or optical media or any other medium, containing any Proprietary Information.
- b. Information of Former Employer. You agree that during your employment at General Magic you will not improperly use or disclose any confidential or proprietary information or trade secrets of your former employers.

3.0 NO CONFLICTING OBLIGATIONS.

- a. No Conflicting Employment. You agree that during the term of your employment at General Magic you will not plan or engage in any other employment, occupation, consulting or other business activity directly related to the business in which General Magic is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your employment obligation to General Magic. This restriction may only be modified by written permission of a member of the Management Team.
- b. No Conflicting Agreements. You represent to General Magic that you have no other agreements or commitments that would hinder or prevent the full performance of your duties as a General Magic employee or obligations under this Agreement.

and you agree not to enter into any such conflicting agreement during the term of your employment at General Magic.

- c. **Disclosure of Agreement:** You hereby authorize General Magic to notify others, including customers of General Magic, and any future employers you may have, of the terms of this Agreement and your responsibilities under this Agreement.

**4.0 NO IMPLIED EMPLOYMENT RIGHTS.**

You understand and agree that this Agreement does not confer upon you any rights to continued employment by General Magic that you would not otherwise have, nor does this Agreement obligate General Magic to employ you for any specific period of time.

**5.0 GENERAL PROVISIONS.**

- a. **Severability.** If one or more of the provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- b. **Governing Law.** This agreement will be governed by the laws of the State of California, excluding that body of law concerning conflicts of law. Any litigation or dispute resolution between the parties relating to this Agreement will take place in Santa Clara County, California, and you and General Magic each consent to the personal jurisdiction of and venue in the state and federal courts within that county.
- c. **Entire Agreement:** This Agreement sets forth the entire Agreement an understanding between you and General Magic relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, not any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an authorized representative of General Magic. Any subsequent changes in your duties, salary or compensation will not affect the validity or scope of this Agreement.
- d. **Successors and Assigns.** This Agreement will be binding upon your heirs, executors, administrators and other legal representatives and will be for the benefit of General Magic, its successors and assigns.

**PLEASE MAKE AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

Waldemar Horwat  
Employee Signature

19 JULY 1994  
Date Signed

WALDEMAR HORWAT  
Print Name

\* Section 2870. Employment Agreements; assignment of rights. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer. (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.



General Magic  
2465 Latham Street  
Mountain View  
California 94040

July 19, 1994

Waldemar Horwat  
2244 Newhall Street  
San Jose, California 95128

RE: Proprietary Rights and Information Agreement

Dear Waldemar,

The purpose of this letter is to inform you of the following modification to the Proprietary Rights and Information Agreement (the "Agreement"), which was requested by you:

The following shall be added to the end of Section 3.0(a) of the Agreement:

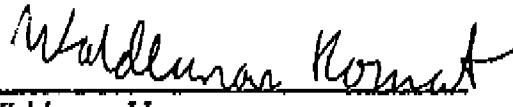
Notwithstanding the above, General Magic acknowledges that you are the owner of the Macintosh based software debugger known as "TMON," and that you will continue to maintain and develop enhancements to TMON during your employ with General Magic. Magic also acknowledges that you are in the process of finalizing your thesis entitled "Active Abstractions," which you plan to have published upon completion. Nothing in the Agreement shall prohibit you from undertaking such activities, provided that they do not interfere with your job performance as defined by your supervisor.

You hereby grant Magic a worldwide, perpetual, royalty free license (with right to sublicense through multiple tiers of distribution) to use, modify, reproduce and distribute all Inventions owned by you that you incorporate into Inventions that are owned by General Magic pursuant to the terms in Section 1(b)(ii).

Please sign below to indicate your acceptance of the above modification.

By:   
Charles Irby  
Executive Vice President, Product Development, General Magic, Inc.

READ AND AGREED:

  
Waldemar Horwat

415 965 0400  
415 965 9424 fax

PATENT

RECORDED: 08/16/2004

REEL: 015056 FRAME: 0892