


PATENT
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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	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
1. Name of conveying party(ies): Thomas E. Palmer Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Widevine Technologies, Inc.</u> Internal Address: _____ Street Address: _____ 900 Fourth Avenue Suite 3400 City: <u>Seattle</u> State: <u>WA</u> Zip: <u>98164</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Employee Confidentiality Agreement</u> Execution Date: _____		4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>10/691,355</u> 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: <u>Jamie L. Wiegand</u> <u>DARBY & DARBY P.C.</u> Internal Address: <u>Atty. Dkt.: 08223/0200098-US0</u> Street Address: _____ <u>P.O. Box 5257</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10150-5257</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>04-0100</u> (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> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Jamie L. Wiegand - 62,361</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>August 18, 2004</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: <u>4</u> </div>					

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EMPLOYEE CONFIDENTIALITY AGREEMENT

This Agreement is entered into by and between Widevine Technologies, Inc., a Delaware corporation ("Employer") and Tomás Palmer ("Employee"). Employer desires to employ Employee on an "at will" basis provided that Employee agrees as set forth in this Agreement, and desires to protect its secrets, good will, and the relationships Employer has built and will in the future build with its suppliers and customers. Employee desires to enter or continue such employment, and acknowledges that this Agreement is necessary for the protection of Employer's investment in its business and its products, methods of operation, information, and relationships with its suppliers and customers.

NOW, THEREFORE, in consideration thereof and of the special training and knowledge that Employee will acquire through his or her employment and of the covenants and conditions contained herein, the parties hereby agree as follows:

1. Devotion of Efforts. Employee agrees, during the period of his/her employment with Employer, to devote all of his/her business time and best efforts to the loyal furtherance of Employer's business and Employer's interests, all as reasonably directed by Employer's supervisors and the officers of Employer.

2. Intellectual Properties.

(a) All ownership, copyright, patent, trade secrecy, and other rights in all works, programs, fixes, routines, inventions, ideas, designs, formulas, manuals, improvements, discoveries, processes, customer lists or other properties (the "Intellectual Properties") made or conceived by Employee during the term of his/her employment by Employer shall be the rights and property solely of Employer, whether developed independently by Employee or jointly with others, and whether or not developed or conceived during regular working hours or at Employer's facilities, and whether or not Employer uses, registers, or markets the same.

(b) In accordance with Employer's policy and Washington law, this Agreement (other than Subsection 2(c)) does not apply to, and Employee has no obligation to assign to Employer, any invention for which no Employer trade secrets and no equipment, supplies, or facilities of Employer were used and which was developed entirely on Employee's own time, unless: (i) the invention relates directly to the business of Employer, (ii) the invention relates to actual or demonstrably anticipated research or development work of Employer, or (iii) the invention results from any work performed by Employee for Employer.

(c) If and to the extent that Employee makes use, in the course of his/her employment, of any items or Intellectual Properties previously developed by Employee or developed by Employee outside of the scope of this Agreement, Employee hereby grants Employer a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with right to sublicense) to make, use, sell, copy, distribute, modify, and otherwise to practice and exploit any and all such items and Intellectual Properties.

(d) Employee will assist Employer as requested during and after the term of his/her employment to further evidence and perfect, and to enforce, Employer's rights in and ownership of the Intellectual Properties covered hereby. Including without limitation, the execution of additional instruments of conveyance and assisting Employer with applications for patents or copyright or other registrations. Employee will make prompt and full disclosure to the Employer, will hold in trust for the sole benefit of the Employer, and will assign exclusively to the Employer all my right, title, and interest in and to any and all Intellectual Properties. Employee hereby waives and quitclaims to the Employer any and all claims that Employee now or hereafter may have for infringement of any patent resulting from any patent applications for any Intellectual Properties so assigned to the Employer.

3. Trade Secrets and Confidential Information.

(a) Employee acknowledges that Employer's business and future success depends on the preservation of the trade secrets and other confidential information of Employer and its suppliers and customers (the "Secrets"). The Secrets may include, without limitation, existing and to-be-developed or acquired, product designs, new product plans or ideas, market surveys, the identities of past, present or potential customers, business and financial information, pricing methods or data, terms of contracts with present or past customers, proposals or bids, marketing plans, personnel information, procedural and technical manuals and practices, servicing routines, and parts and supplier lists proprietary to Employer or its customers or suppliers, and any other sorts of items or information of Employer or its customers or suppliers which are not generally known to the public at large. Employee agrees to protect and to preserve as confidential during and after the term of his/her employment all of the Secrets at any time known to Employee or in his/her possession or control (whether wholly or partially developed by Employee or provided to Employee, and whether embodied in a tangible medium or merely remembered).

(b) Employee shall mark all items containing any of the Secrets with prominent confidentiality notices acceptable to Employer. Employee shall neither use nor allow any other person to use any of the Secrets in any way, except for the benefit of Employer and as directed by Employee's supervisor. All material containing or disclosing any portion of the Secrets shall be and remain the property of Employer, shall not be removed from Employer's premises without specific consent from an officer of Employer, and shall be returned to Employer upon the termination of Employee's employment or the earlier request of Employer's supervisor. At such time, Employee shall also assemble all materials in his possession or control which contain any of the Secrets, and promptly deliver such items to Employer.

4. Authority and Non-Infringement. Employee warrants that any and all items, technology, and Intellectual Properties of any nature developed or provided by Employee under this Agreement and in any way for or related to Employer will be original to Employee and will not, as provided to Employer or when used and exploited by Employer and its contractors and customers and its and their successors and assigns, infringe in any respect on the rights or property of Employer or any third party. Employee will not, without the prior written approval of Employer, use any equipment, supplies, facilities, or proprietary information of any other party. Employee warrants that Employee is fully authorized to enter into employment with Employer and to perform under this Agreement, without conflicting with any of Employee's other commitments, agreements, understandings or duties, whether to prior employers or otherwise. Employee will indemnify Employer for all losses, claims, and expenses (including reasonable attorneys' fees) arising from any breach of Employee's warranties.

5. Non-competition and Non-solicitation.

(a) Employee agrees that during the term of his/her employment with Employer and for a further period of one year following any termination of such employment for any reason, he/she will not in any capacity directly or indirectly engage in or assist others to engage in any business or activity that is, or is preparing to be, in competition with Employer with respect to any product or service sold or activity engaged in by Employer up to the time of termination of employment in any geographical area in which at the time of termination of employment such product or service is sold or actively is engaged in.

(b) Employee further agrees that during the period stated above, he/she will not directly or indirectly call on, reveal the name of, or otherwise solicit, accept business from or attempt to entice away from Employer any actual or identified potential customer of Employer, nor will he/she assist others in doing so. Employee further agrees that he/she will not, during the period stated above, encourage or solicit any other employee or consultant of Employer to leave such employment for any reason, nor will he/she assist others to do so.

(c) Employee acknowledges that the covenants in this section are reasonable in relation to the position Employee has been afforded with Employer, and that compliance with such covenants will not prevent him/her from pursuing his/her livelihood. However, should any court find that any provision of such covenants is unreasonable, whether in period of time, geographical area, or otherwise, then in that event the parties agree that such covenants shall be interpreted and enforced to the maximum extent which the court deems reasonable.

6. Remedies. The harm to Employer from any breach of Employee's obligations under or related to this Agreement may be difficult to determine and may be wholly or partially irreparable, and such obligations may be enforced by injunctive relief and other appropriate remedies, as well as by damages. If any bond from Employer is required in connection with such enforcement, the parties agree that a reasonable value of such bond shall be \$2,000. Any amounts received by Employee or by any other through Employee in breach of this Agreement shall be held in constructive trust for the benefit of Employer.

7. At Will Employment. Unless and to the extent otherwise agreed by Employer and Employee in a separate written employment agreement, Employee's employment shall be "at will", with either party permitted to terminate the employment at any time, with or without cause. No term of any employment agreement between Employer and Employee shall be construed to conflict with or lessen Employee's obligations under this Agreement.

8. Binding Effect. Employee's rights and duties will not be assignable to others, but Employee's obligations hereunder will bind his/her heirs, successors, and assigns, and will benefit Employer and its successors and assigns. If Employee is an officer of Employer, the phrase "an officer of Employer" as used herein shall refer to an officer of Employer other than Employee. No waiver of or forbearance to enforce any right or provision hereof shall be binding unless in writing and signed by the party to be bound, and no such waiver or forbearance in any instance shall apply to any other instance or to any other right or provision.

9. Governing Law; Venue. This Agreement will be governed by the local laws of the State of Washington without regard to its conflicts of laws rules to the contrary. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts sitting in King County, Washington for all matters and actions arising under this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection with such litigation. No term hereof shall be construed to limit or supersede any other right or remedy of Employer under applicable law with respect to the protection of trade secrets or otherwise. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected thereby.

10. Effective Date. This Agreement is effective as of the date of Employee's first employment by the Employer and supersedes all previous agreements with respect to the subject matter hereof.

Wildavine Technologies, Inc

By:
Its:

[Signature]
[Director of HR]

Employee:

[Signature]
Signature:
Name, printed: TOMAS E. PALMER
Address: 22109 NE 11th St
Redmond, WA 98053

COPY

Docket No.: 08223/0200098-US0

Respectfully submitted,

By Jamie L. Wiegand
 Jamie L. Wiegand
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 (212) 753-6237 (Fax)
 Attorneys/Agents For Applicant

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FAX TRANSMISSION

DATE: September 22, 2004

PTO IDENTIFIER: **Application Number** 10/691,355
Patent Number

Inventor: Thomás E. Palmer

MESSAGE TO: USPTO PTAS System

FAX NUMBER: (703) 306-5995

FROM: DARBY & DARBY P.C.

Jamie L. Wiegand

PHONE: (206) 262-8900

Attorney Dkt. #: 08223/0200098-USO

PAGES (Including Cover Sheet): 10

CONTENTS: Facsimile Cover Sheet (1 page);
Certificate of Transmission under 37 CFR 1.8 (1 page);
Copy of Notice of Non-Recordation of Document (1 page);
Corrected Recordation Form Cover Sheet (1 page);
Employee Confidentiality Agreement (3 pages);
Copy of Recordation Form Cover Sheet filed August 18, 2004 (1 page); and
Copy of Notice Under 35 U.S.C. 261 Regarding Assignment that was sent on August 18, 2004 (2 pages).

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SEPTEMBER 03, 2004

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UNITED STATES PATENT AND TRADEMARK OFFICE
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DOCUMENT ID NO.: 700108071

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SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

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DOROTHY WILLIAMS, PARALEGAL
ASSIGNMENT DIVISION
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