

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hugh Guilbeau	11/04/2004
RECEIVING PARTY DATA	
Name:	Federal Reserve Bank of San Francisco
Street Address:	101 Market Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10439118
CORRESPONDENCE DATA	
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Address Line 2:	Attn: Patent Dept.
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NAME OF SUBMITTER:	Minikia D. Blair, Paralegal
Total Attachments: 4 source=Xerox001#page1.tif source=Xerox001#page2.tif source=Xerox001#page3.tif source=Xerox001#page4.tif	

CH \$40.00 10439118

**FEDERAL RESERVE BANK OF SAN FRANCISCO
EMPLOYEE INVENTION ASSIGNMENT AGREEMENT**

In consideration of my employment or continued employment by the Federal Reserve Bank of San Francisco (the "Bank"), and any other good and valuable consideration received by me (including a one-time taxable sum of \$100.00), the sufficiency of which is hereby acknowledged, I, the individual named below, agree as follows:

1. Definition. "Developments" means all inventions, improvements, software and computer programs, technologies, algorithms, engineering and development processes and methods, marketing and sales methods, technical service methods, business methods, business models, and any other intellectual property conceived by me, alone or jointly with others, while employed by the Bank, that relate at the time of conception or reduction to practice to the business of the Bank or its actual or demonstrably anticipated research or development work, or that result from any work performed by me for the Bank, whether or not during normal business hours, using Bank equipment, or on the Bank's premises, or with respect to which the equipment, supplies, facilities or trade secret information of the Bank was used. The Bank hereby gives me notice that this agreement shall not apply to an invention that I developed entirely on my own time without using the Bank'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 Bank's business, or actual or demonstrably anticipated research and development of the Bank; or (2) result from any work performed by me for the Bank.

2.1. Disclosure of Information. During my employment and for six (6) months after its termination, I will promptly disclose to the Bank fully and in writing all Developments authored, conceived or reduced to practice by me, and will provide, without expense to me, any information requested by the Bank regarding any such Developments.

2.2. Assignment of Rights. I hereby assign and promise to take all future steps necessary to assign to the Bank all worldwide patent rights I may have in all Developments. At the Bank's request and expense, I also agree to cooperate with the Bank in the procurement and maintenance of patents or other protection for the Bank's rights in such Developments. In the interim, I agree that the Bank has the right to make, use, sell, or otherwise exploit such Developments royalty-free. If a patent application is filed in my name within six (6) months after my employment terminates, which discloses or identifies a Development, it is to be conclusively presumed that such Development was conceived or created by me during the period of such employment. I will notify the Bank promptly of any such application. In the event the Bank is unable, after reasonable effort, to secure my signature on any document described above, I hereby irrevocably appoint the Bank as my agent, coupled with an interest, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this section 2.2.

2.3. Preexisting Patent Rights. I have attached as Exhibit A, a list describing all patents and patent applications that belong to me, or in which I have an interest or claim, prior to my employment with the Bank, and which might reasonably relate to the Bank's current or proposed businesses, products, or research and development (collectively referred to as "Existing Intellectual Property"). Existing Intellectual Property is not assigned to the Bank. If no such list is attached, I represent that there is no such Existing Intellectual Property. I agree that if I incorporate into any Development(s) any Existing Intellectual Property, the Bank is granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Existing Intellectual Property as part of or in connection with such Development(s).

3. Confidentiality. At all times during my employment and thereafter, I will obey all the Bank's policies, rules, and procedures in effect during my employment with regard to confidentiality and nondisclosure of non-public information in the lawful possession of the Bank ("Bank Information"). I hereby acknowledge that I am aware of my obligations under all applicable policies, rules, and procedures regarding Bank Information.

4. Recordkeeping. I will maintain current and complete records of all Developments, and to return all such records to the Bank upon leaving Bank employment.

5. Injunctive Relief. The Bank has the right to seek equitable relief to enforce this Agreement, without bond and without prejudice to any other rights and remedies that the Bank may have for a breach of this Agreement.

6. No breach. I represent that my performance of the terms of this Agreement and my Bank duties will not breach any agreement with any other party.

7. Other Reserve Banks. I understand and agree that each other Federal Reserve Bank is an intended third party beneficiary of my promises, duties, obligations, agreements, warranties, and representations hereunder.

8. EMPLOYEE AT WILL. I AGREE AND UNDERSTAND THAT THIS AGREEMENT IS NOT AN EMPLOYMENT CONTRACT AND NOTHING IN THIS AGREEMENT AFFECTS IN ANY WAY MY STATUS AS AN EMPLOYEE AT WILL.

9.1. Jurisdiction and Choice of law. This Agreement will be governed by federal law, and in the event of no applicable federal law, by the laws of the State of California, without regard to its conflicts of laws principles. Any claim brought pursuant to this Agreement must be brought only in the Federal District Court for the Northern District of California in San Francisco.

9.2. Severability. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, then such provision shall be limited to the

extent that such court finds it enforceable, and so limited shall remain in full force and effect. Further, the remaining provisions shall remain in full force and effect.

9.3. Assignment. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives. The Bank may assign this Agreement and/or any rights it has hereunder, without notice to or consent from me.

9.4. No Waiver of Rights. No waiver of any breach shall be a waiver of any other breach. No waiver of any right shall be construed as a waiver of any other right.

9.5. Entire Agreement. This is the entire agreement with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to or waiver of any rights under this Agreement will be effective unless in writing and signed by the party to be charged.

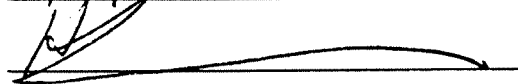
9.6. Notification. I authorize the Bank to notify my actual or potential future employers of the terms of this Agreement and my responsibilities hereunder.

10. Effective Date. This Agreement is effective as of the first day of my employment with the Bank, which is/was 6/30/1995.

Dated:

7/4/2004

Signature:



Employee Name:

Hugh Guilbeau

EXHIBIT A
PRIOR INVENTIONS EXCLUDED IN SECTION 2.3

Title	Date	Identifying Number or Brief Description
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No inventions or improvements

Additional Sheets Attached

Signature of Employee:  _____

Name of Employee: Hugh Guilbeau

Date: 11 / 4 / 2004