

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Richard PORTER

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

2. Name and address of receiving party(ies)
Name: Broadcom Corporation
Internal Address: _____
Street Address: 16215 Alton Parkway
City: Irvine
State: California
Country: United States Zip: 92618
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 2/15/01

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
10/664,055

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address 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
Phone Number: (202)371-2600
Fax Number: (202)371-2540
Email Address: tfiala@skgf.com

6. Total number of applications and patents involved: 1

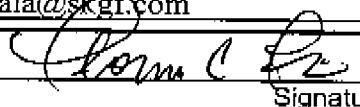
7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1005
Expiration Date 08/2005

b. Deposit Account Number 19-0036
Authorized User Name SKGF PLLC

9. Signature: 
Signature
Thomas C. Fiala
Name of Person Signing

5/10/05
Date

Total number of pages including cover sheet, attachments, and documents: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 10664055

**STATEMENT REGARDING CONFIDENTIALITY
AND INVENTION ASSIGNMENT AGREEMENT**

Attached to this statement is your Confidentiality and Invention Assignment Agreement ("Agreement") with Broadcom UK Ltd (the "Company") and Broadcom Corporation (the "Corporation"). The Company and the Corporation are collectively referred to in this Agreement as the "Group".

Please take your time to review the Agreement carefully. The Agreement contains material restrictions on your right to disclose or use, during or subsequent to your employment, information learned or developed by you during your employment.

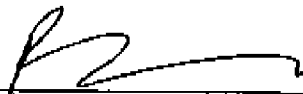
The Group considers this Agreement to be vitally important to the protection of its business. The Group intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as money damages, should you violate the Agreement.

If you have any questions concerning the Agreement, you may wish to consult an attorney. The employees and agents of the Group are not authorized to, and will not give you legal advice concerning the Agreement.

If you have read and understand the Agreement, and if you agree to its terms and conditions, please return a fully executed copy thereof to the Company, retaining one copy for yourself.

Reviewed and Understood:

Dated: 15th FEB 2001



(Signature of Employee)

R PORTER

(Print Name of Employee)

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is entered into on 15 FEB, 2001, between (1) Broadcom UK Ltd (the "Company") and Broadcom Corporation (the "Corporation") and (2) R. PATEL, ("Employee"). References to the "Group" shall mean the Company and the Corporation.

In consideration of Employee's employment by the Company and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Group as follows:

Part 1. Effectiveness

This Agreement shall become effective on the earlier of (1) the commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined in Section 2.1 below) was or is first disclosed to Employee.

Part 2. Protection of the Group's Confidential Information; Noncompetition

2.1 Confidential Information. The Group has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as ("Confidential Information"). The Group has and will also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Group performs services or from whom the Group or Employee obtains information). Confidential Information includes not only information disclosed by the Group or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 4.1 below). Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Group or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure is or could be detrimental to the interests of the Group or Clients, whether or not such information is identified as Confidential Information by the Group or Clients. By example and without limitations, Confidential Information includes any and all information concerning teaching

PATENT

techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer supplier identities, characteristics and agreements.

2.2 Protection of Confidential Information. Employee agrees that at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make use of the Confidential Information of the Group or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's principal place of business at 320 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ, or such other place of business specified by the Company, without prior written approval of the President of the Company (the "President"). In the event that Employee desires to publish the results of his or her work for the Company through literature or speeches, Employee agrees to submit such literature or speeches to the President at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be highly prejudicial to the interests of the Group or its Clients, or whether disclosure may constitute an invasion of their privacy. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the President. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Group or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.

2.3 Noncompetition During Employment. Except with the express prior written consent of the President, Employee agrees that he or she will not, during the period of his or her employment with the Company; (1) engage in any employment or activity other than for the Company in any business in which the Group is engaged or contemplates engaging; (2) induce any other employee of or consultant to the Company to engage in any such employment or activity; or (3) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

Part 3. Prior Knowledge and Relationships

3.1 Prior Knowledge and Inventions. Except as disclosed on Schedule A to this Agreement, Employee does not know anything about the Company's Confidential Information, other than the information he or she has learned from the Company. Employee has also disclosed on Schedule A, a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

3.2 Prior Commitments. Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Group under this Agreement.

3.3 Proprietary Information or Trade Secrets of Others. Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and Confidential Information belonging to all prior employers.

Part 4. Assignment of Employee Inventions

4.1 Disclosure. Employee will promptly disclose in writing, to the Company, all discoveries, developments, designs, ideas, improvements, inventions, formulas, programs, devices, processes, techniques, know-how, data and original materials, (whether or not patentable or registerable, under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company, (all of the foregoing are referred to in this Agreement as "Inventions"). As used herein, the term Inventions shall include, without limitation, all notes, records, specifications, flow charts and documentation relating to the Inventions.

4.2 Assignment of Inventions. Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee irrevocably assigns to the Company all

PATENT

right, title, and interest Employee may have or may acquire in and to all Inventions, including, without limitation, copyright, trademark, trade secret, patent and mask work right. Employee acknowledges and agrees that no rights relating to any Invention are reserved to Employee. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence or effect the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any Invention that qualifies under California Labor Code §2870, which section is reproduced in the Written Notification to Employee attached to this Agreement as Schedule B.

4.3 Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

Part 5. Termination of Employment

5.1 Delivery of Documents and Data on Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Group or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign the Termination Certification attached to this Agreement as Schedule C. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Group or Clients. Employee recognizes that the unauthorized taking of any of the Group's trade secrets is not permitted and may be a crime under the applicable law. Employee further recognizes that such unauthorized taking of the Group's trade secrets could also result in civil liability and that willful

misappropriation may result in an award of greater damages against Employee as well as an award of the Group's attorneys' fees in collecting such damages.

5.2 Obligations of Employee After Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of Confidential Information and Inventions of the Group and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Group or its Clients any Confidential Information or Invention. Employee further agrees that for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

Part 6. Additional Provisions

6.1 Injunction Relief. Because Employee's breach of this Agreement may cause the Group irreparable harm for which money is inadequate compensation, Employee agrees that the Group will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

6.2 Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

6.3 Understanding. Employee acknowledges and agrees that the protections set forth in this agreement are a material condition to his or her employment with and compensation by the Company.

6.4 Amendment and Binding Effect. This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Group and its successors and assigns.

6.5 Governing Law. This Agreement shall be governed by the laws of the State of California.

6.6 Entire Understanding. This Agreement expresses the entire understanding of the parties about the described subject matter.

6.7 Cumulative Remedies. Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any promise or condition. No waiver by the Company or any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

6.8 Severability. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted to as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

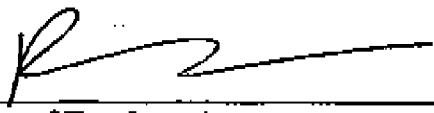
6.9 Nature of Employment. Employees employed by the Company in California and elsewhere, to the extent permitted by law, are employed at will. Accordingly, to the extent permitted by law, employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Agreement shall limit or otherwise alter the foregoing. With regard to employees employed outside the United States, if the applicable law does not permit employment at will, then Employee's employment will not be at will, but instead Employee shall be deemed to employed for the shortest period of time permitted by the applicable law unless Employee and the Company expressly and in writing agree otherwise. The provisions of this Section 6.9 shall not apply in the

event of conflict with express provisions of a separate written employment agreement executed by the Company and the Employee.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING LABOR CODE §2870.

Dated: 15 FEB 2001


(Signature of Employee)

Address for Notifications

R PORTER
(Name of Employee)

11 RICHMOND TERRACE
(Street Address)

CLIFTON BRISTOL BS8 1AB
(City, State, Zip Code)

Dated: 4/3/01

BROADCOM UK LTD

A Delaware Corporation

By: 

BROADCOM CORPORATION

A California corporation

By: 

SCHEDULE A. EMPLOYEE STATEMENT

1. Confidential Information. Except as set forth below, I acknowledge at this time that I know nothing about the business or Confidential Information or Inventions of the Company or its Clients, except information that has been disclosed to me by the Company or its Clients (if none, so state): (specify information known about the Company or its Clients)

None

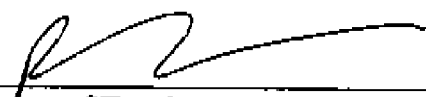
2. Prior Inventions. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions (if none, so state): (specify inventions)

None

3. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Group under my Confidentiality and Inventions Assignment Agreement (if none, so state): (specify inventions)

None

Dated: 15 FEB 2006



(Signature of Employee)

R PORTER

(Print Name of Employee)

SCHEDULE B. WRITTEN NOTIFICATION TO EMPLOYEE

In accordance with California Labor Code §2872, you are hereby notified that your Confidentiality and Inventions Assignment Agreement does not require you to assign the Company any Invention for which no equipment, supplies, facility or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

Following is the text of California Labor Code §2870:

“(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; or

(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 the assigned under subdivision (a), the provision is against the public policy of its state and is unenforceable.”

I hereby acknowledge receipt of this written notification.

Dated: 15 FEB 2004



(Signature of Employee)

R PORTER

(Print Name of Employee)

HR: Non- US Conf. Agr. 10/00