

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Craig Federighi	02/05/1996
RECEIVING PARTY DATA	
Name:	Apple Computer, Inc.
Street Address:	1 Infinite Loop
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6430576
CORRESPONDENCE DATA	
Fax Number:	(408)973-2595
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	William J. James
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Address Line 4:	Cupertino, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	P2379US1
NAME OF SUBMITTER:	William J. James
Total Attachments: 5 source=P2379US1 Assignment#page1.tif source=P2379US1 Assignment#page2.tif source=P2379US1 Assignment#page3.tif	

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**APPLE COMPUTER, INC.  
INTELLECTUAL PROPERTY AGREEMENT**

This Agreement sets forth the agreements between you and Apple Computer, Inc. ("Apple") concerning any inventions you may make in connection with your employment by Apple and your treatment of Apple's confidential and proprietary information. Apple has agreed to employ you or continue to employ you with the agreement that you agree to and will abide by the following terms and conditions for the tenure of your employment by Apple (including, but not limited to, any leave of absence, sabbatical, and other time-off) and thereafter:

**1.0 INVENTIONS.** As used in this Agreement, the term "Inventions" means any and all inventions, ideas and discoveries, including improvements, original works of authorship, designs, formulas, processes, computer programs, or portions thereof, databases, trade secrets and proprietary information, documentation, and materials made or conceived solely by you or jointly with others or created wholly or in part by you.

a. Your Rights In Inventions.

- (i) Previous Employee Inventions. In the space provided below, or on a separate sheet attached to this Agreement, you may list all Inventions: (a) that you made prior to your employment by Apple; (b) that you claim belong to you, or that you claim an ownership interest in, or that you claim any other legal claim, right or title to; (c) that relate to Apple's business or products, or actual or demonstrably anticipated research or development; and (d) in which you wish to retain all claimed ownership or other legal rights ("Employee Inventions"). If you do list such Employee Inventions, you must have an Apple Vice-President countersign this Agreement in order to ensure that Apple has notice of the rights you claim in these Employee Inventions. If you do not list all Employee Inventions, you acknowledge and agree that no such Employee Inventions exist and, to the extent such Employee Inventions do exist, you waive any and all rights or claims of ownership to such Employee Inventions. You understand that your listing of any Employee Invention(s) here does not constitute an acknowledgment by Apple of your ownership of such Employee Inventions.

**Employee Inventions:**

Title	Date	Identifying Number of Patent, if applicable, or Brief Description of Invention
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- ☐ (Check as applicable) You have attached a separate sheet listing Employee Inventions.

- (ii) Future Employee Inventions.<sup>1</sup> Apple acknowledges and agrees, in accordance with applicable state law, that any Inventions: (a) that you develop entirely on your own time; and (b) that you develop without using Apple's equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for Apple; and (d)<sup>2</sup> that do not relate, at the time of conception or reduction to practice, to Apple's business or products, 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 Apple.

b. Apple's Rights In Inventions.

- (i) Assignment of Inventions to Apple. You agree that all Inventions which: (a) are developed using the equipment, supplies, facilities or Proprietary Information of Apple or its subsidiaries, or (b) result from or are suggested by work performed by you for Apple or its subsidiaries, or (c) are conceived or reduced to practice during your employment by Apple and which relate to the business and products, or to the actual or demonstrably anticipated research or development of Apple or its subsidiaries ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title and interest in such Apple Inventions to Apple. You agree to perform any and all acts requested by Apple, if any, to perfect this assignment.
- (ii) Disclosure. You agree to make full written disclosure promptly to Apple of any and all Apple Inventions.
- (iii) Assignment of Moral Rights to Apple. In addition, you hereby transfer and assign any "moral" rights that you may have in any Apple Invention(s) under any copyright or other law, whether U.S. or foreign. You agree to waive and never to assert any such "moral" rights in Apple Inventions during or after the termination of your employment by Apple. You agree that Apple, its subsidiaries, and its licensees are not required to designate you as the author of any Apple Inventions when distributed. You also agree that Apple retains sole discretion with regard to how and for what purposes, if any, such Apple Invention(s) are used.

c. Protection of Apple Inventions.

You agree (at Apple's expense) to assist Apple in every proper way to obtain and to help Apple enforce patents, copyrights, and other legal protections for Apple Inventions in any and all countries. You agree to promptly execute any documents that Apple 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 by Apple, 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. §101).

**2.0 CONFIDENTIAL PROPRIETARY INFORMATION.** You understand that your employment by Apple creates a relationship of confidence and trust with respect to any information of a confidential, proprietary and secret nature that may be disclosed to you or otherwise learned by you in the course of your employment at Apple, including but not limited to any confidential information of third parties disclosed to Apple. Such confidential, proprietary, and secret information includes, but is not limited to, information

and material relating to past, present or future Inventions, marketing plans, manufacturing and product plans, technical specifications, hardware designs and prototypes, business strategies, financial information and forecasts, personnel information and customer lists and is referred to collectively in this Agreement as "Proprietary Information."

- a. Confidentiality of Proprietary Information. You understand and agree that your employment by Apple requires you to keep all Proprietary Information in confidence and trust for the tenure of your employment and thereafter, and that you will not use or disclose Proprietary Information without the written consent of Apple, except as necessary to perform your duties as an employee of Apple. Upon termination of your employment with Apple, you will promptly deliver to Apple all documents and materials of any kind pertaining to your work at Apple, and you agree that 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 Others. You agree that during the tenure of your employment by Apple and thereafter, you will not improperly use or disclose to Apple any confidential, or proprietary, or secret information of your former employers or any other person.

### **3.0 NO CONFLICTING OBLIGATIONS.**

- a. No Conflicting Outside Interests. You agree that during the tenure of your employment by Apple you will not plan or engage in any other employment, occupations, consulting or other business activities or commitments directly related to Apple's business or products, or to its actual or demonstrably anticipated research or development, nor will you engage in any other activities that conflict with your employment obligations to Apple. Activities and commitments as used herein does not include passive investments in stocks or other financial instruments.
- b. No Conflicting Agreements. You represent to Apple that you have no other commitments that would hinder or prevent the full performance of your duties as an Apple employee or your obligations under this Agreement, and you agree not to enter into any such conflicting agreement during the tenure of your employment by Apple.
- c. Disclosure of Agreement. You hereby authorize Apple to notify others, including customers of Apple, 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 no term or provision of this Agreement confers upon you any rights to continued employment by Apple and that no term or provision of this Agreement obligates Apple to employ you for any specific period of time.

**5.0 EQUITABLE RELIEF.** A breach of the provisions of Section 1 or 2 of this Agreement would cause irreparable harm and significant injury to Apple, the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, you agree that Apple will have the right to enforce Sections 1 and 2 of this Agreement by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies available to Apple in the event of a breach of this Agreement.

6.0 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 where you are currently or were most recently employed, excluding that body of law concerning conflicts of law. Any arbitration or judicial action between the parties relating to this Agreement will take place in Santa Clara County, California, and you and Apple each consent to the personal jurisdiction of and venue in the state and federal courts within Santa Clara County, California.
- c. Successors and Assigns. This Agreement will be binding upon your heirs, executors, administrators and other legal representatives and will be for the benefit of Apple, its successors and assigns.
- d. Entire Agreement. This Agreement sets forth the entire agreement between you and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an Apple Vice-President. Any subsequent changes in your duties, salary or compensation will not affect the validity or scope of this Agreement.
- e. Compliance with Laws. You agree that you will comply, and do all things necessary for Apple and its subsidiaries to comply, with the laws and regulations of all governments where Apple and its subsidiaries do business, and with provisions of contracts between any such government or its contractors and Apple or its subsidiaries.

7.0 VOLUNTARY AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, THAT YOU UNDERSTAND ALL OF ITS TERMS, THAT ALL AGREEMENTS BETWEEN YOU AND APPLE RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT ARE CONTAINED IN IT, AND THAT YOU HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE UPON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

YOU FURTHER ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH YOUR PRIVATE LEGAL COUNSEL.

Craig Federighi      FEB 5, 1996  
Employee Signature      Date Signed

CRAIG FEDERIGHI  
Print Name

Director Countersignature (if required under Section 1.0, a.(i)):

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Signature      Date Signed

Print Name

Title

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

**1 For Employees in California:** Labor Code §2870 provides: "(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."

**2 For employees in the states of Kansas, Minnesota, or Washington:** Section 1.0, a.(ii)(d) reads as follows: "(d) that do not directly relate at the time of conception or reduction to practice to Apple's business or products, or actual or demonstrably anticipated research or development of Apple will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple."

**3 For employees in the states of Kansas, Minnesota, or Washington:** Section 1.0, b.(ii)(c) reads as follows: "(c) which are conceived or reduced to practice during your employment by Apple and which relate directly to the business or products, or actual or demonstrably anticipated research or development of Apple ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title and interest in such Apple Inventions to Apple."