

01-23-2006



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

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103162170

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

1. Name of conveying party(ies):

James R. Janesick

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: **Employment Agreement**

Execution Date: **October 2, 2000**

2. Name and address of receiving party(ies)

Name: **Conexant Systems, Inc.**

Internal Address: _____

Street Address: **4000 MacArthur Blvd.**

City: **Newport Beach** State: **CA** Zip: **92660**

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)

10/135,708

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Farshad Farjani, Esq.**

Internal Address: **Farjani & Farjani LLP**

Street Address: **26522 La Alameda Ave., Suite 360**

City: **Mission Viejo** State: **California** Zip: **92691**

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41). \$ **40.00**

☒ Enclosed (Payment by Credit Card Form PTO-2038 enclosed)

☒ Underpayment or Overpayment is Authorized to be Charged or Credited to deposit account

8. Deposit account number: **50-0731**

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

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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.

Farshad Farjani, Esq.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **2**

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 017474 FRAME: 0232

Employment Agreement CALIFORNIA EMPLOYEES



CONEXANT™

Last Name	Suffix	First Name	Middle Initial	Employee ID or SS#	Hire Date
Janesick		James	R	00410392	10/02/2000

Until you have fulfilled all conditions of employment and the Employment Certification, Invention, Secrecy Agreement, Non-Solicitation of Co-Workers and other clauses appearing below have been signed by you and by our authorized agent, you are not employed by this Company.

1. Employment Certification

I realize that the terms of my employment shall be in accordance with Company policies, rules, and regulations that may be posted or published at any time. I understand that changes in the type of work, hours, rates of pay, shift, days off and total hours worked each day or week may be made at the discretion of the Company.

2. Invention Agreement

In partial consideration of my employment by Conexant Systems, Inc., one of its subsidiaries, their successors or assigns (hereinafter "Conexant"), I agree that I will promptly disclose to Conexant any invention, discovery, idea or improvement, whether or not patentable (hereafter termed "invention" or "inventions") that I make, suggest, conceive, devise or first actually reduce to practice, solely or jointly with others, during said employment, and which at the time of disclosure to Conexant or at the time of making, suggesting, conceiving, devising or first actually reducing to practice that (a) results from or is related to any assignments given to or assumed by me, or (b) is subject to any contractual obligation of Conexant to a third part, or (c) utilized the time, equipment, supplies, facilities, or trade secret information of Conexant, or (d) pertains to any actual or anticipated Conexant work, product, research, business activity, or any logical extension thereof, and I will assign and do hereby assign to Conexant my entire right, title and interest (domestic and foreign and including all rights under the International Convention for the Protection of Industrial Property) in all such inventions, subject to the requirements of law, and without further compensation or award of any kind to me from Conexant, or any customer. I further agree, in connection with any such invention, I will at any time, either during or after said employment, at the request and expense of Conexant, but without further consideration to me from Conexant, assist Conexant in obtaining, maintaining and enforcing patents on such inventions in any and all countries and will execute, acknowledge and deliver any lawful document or paper which in the opinion of Conexant's counsel is necessary or helpful from Conexant's standpoint, including without limitation, any patent application, assignment, license, or any paper in connection with any contractual obligation, litigation or controversy pertaining to any such invention or any patent issuing thereon.

I am aware of the provisions of the Labor Code of California, Sections 2870-2872, which are set forth below and which shall apply while I am employed by Conexant, one of its subsidiaries, their successors or assigns, in the State of California. I agree that all inventions made by me solely or jointly with others during the term of my employment will be identified to Conexant promptly upon my conceiving such inventions. Upon request by Conexant, I will disclose (by a full and clear description sufficient to enable a person skilled in the art to make and use such inventions) to Conexant such inventions in confidence, for review by Conexant of such issues as may arise.

Labor Code, State of California (Div. 3, Chapter 2, Article 3.5 enacted September 28, 1978)

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 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. (As Amended Stats. 1986, c. 346, §1)

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

3. Company Property

All documents or things coming into my possession, custody or control by virtue of my employment (except those documents directed to me as an employee for my personal use and identified by Conexant as being the property of the employee) are the property of Conexant (or Conexant's customers, as the case may be) and all of such property in my possession, custody or control at the time of termination of my employment will be delivered to Conexant at that time.

4. Secrecy Agreement

If during the period of my employment I have access to any information, technical or otherwise, including any computer software, which is confidential or proprietary to Conexant, its customers, subcontractors and any other individuals or companies having any kind of association or relationship with Conexant, I will not, except as required by my duties as an employee of Conexant, use or disclose or authorize anyone else to use or disclose, any such information, either during my employment or thereafter for so long as such information is not publicly or generally known. Anything possessed by me which discloses or embodies such information will be delivered to Conexant prior to my leaving its employ. I agree not to disclose information concerning the work-in-progress at Conexant to anyone not authorized to receive it.

5. Agreement Regarding Employment

I acknowledge that my employment is of indefinite duration and that it can be terminated with or without cause and notice at any time, either by Conexant or me, except as otherwise provided by the terms of a collective bargaining agreement applicable to me. I understand that no member of management, or other official or agent of Conexant has the authority to make any agreement (oral, written, or implied) or other representations contrary to the above statement. However, an officer of the Company can do so in written agreement signed by the officer and me.

6. Non-Solicitation of Co-Workers

I acknowledge that Conexant makes a considerable investment in the recruitment and training of its employees and that the loss of its employees to other companies can damage Conexant financially. I understand that as an employee I will become familiar with the expertise, skills and abilities of my co-workers and that Conexant considers this information to be proprietary information that must not be disclosed to its competitors. In consideration of my employment with Conexant, it is agreed that both while employed by Conexant and for a period of eighteen (18) months after my employment ends, I will not solicit nor will I assist any other company in soliciting any Conexant employee to leave Conexant and join another company. I also agree that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this non-solicitation agreement shall be entitled to recover its costs and attorneys' fees from the other party.

Conexant Systems, Inc.		
		Oct 2, 00
Signature - Employee	Signature - Authorized Agent	Date

Form # Rev 12/98

RECORDED: 01/23/2006

PATENT
REEL: 017474 FRAME: 0233