

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WESLEY KUNG	12/19/2006
RECEIVING PARTY DATA	
Name:	BELKIN INTERNATIONAL, INC.
Street Address:	501 WEST WALNUT STREET
City:	COMPTON
State/Country:	CALIFORNIA
Postal Code:	90220
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12171202
CORRESPONDENCE DATA	
Fax Number:	(602)364-7070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6023647000
Email:	WALTER.OPASKA@BRYANCAVE.COM
Correspondent Name:	WALTER P. OPASKA
Address Line 1:	TWO NORTH CENTRAL AVENUE
Address Line 2:	SUITE 2200
Address Line 4:	PHOENIX, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	0211991
NAME OF SUBMITTER:	WALTER P. OPASKA
Total Attachments: 6 source=0211991_Assignment_2#page1.tif source=0211991_Assignment_2#page2.tif source=0211991_Assignment_2#page3.tif source=0211991_Assignment_2#page4.tif	

CH \$40.00 12171202

500773576

PATENT
REEL: 022213 FRAME: 0403

**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)

Wesley Kung

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

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

Execution Date(s) 12/19/06

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Independent Contractor Agreement

2. Name and address of receiving party(ies)

Name: Belkin International, Inc.

Internal Address: _____

Street Address: 501 West Walnut Street

City: Compton

State: CA

Country: us Zip: 90220

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/171,202

Additional numbers attached? ☐ Yes ☒ No

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

Name: Walter P. Opaska

Internal Address: Suite 2200

Street Address: Two North Central Avenue

City: Phoenix

State: AZ Zip: 85004

Phone Number: (602) 364-7000

Fax Number: (602) 364-7070

Email Address: walter.opaska@bryancave.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 to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 02-4467

Authorized User Name Walter P. Opaska

9. Signature:

Walter P. Opaska
Signature

2/5/2009
Date

Walter P. Opaska

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

In consideration of my employment or continued employment by Belkin International, Inc., a Delaware corporation (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. Proprietary Information. I acknowledge and agree that certain data and other information that has been acquired, developed, created or obtained by the Company in the course of its business that comes or has come into my possession or knowledge is secret, confidential and the exclusive property of the Company (the "Proprietary Information"). This Proprietary Information includes, but is not limited to:

(a) lists or other identification of customers or prospective customers of the Company, including but not limited to addresses, telephone numbers, buying practices and special requirements of such customers (and key individuals employed or engaged by such customers or prospective customers);

(b) lists or other identification of sources or prospective sources of the Company's products or component materials contained therein (and key individuals employed or engaged by such sources);

(c) all research, plans, schematics, designs, drawings, models, computer hardware, software and firmware, source codes and regulatory compliance procedures (and related data) used in connection with the development, manufacture, fabrication, assembly, marketing and sale of the Company's products and services;

(d) financial, manufacturing, sales and marketing data relating to the Company or to the industry or other areas pertaining to the Company's activities and contemplated activities (including, without limitation, manufacturing, transportation, distribution and sales costs and non-public pricing information);

(e) processes, concepts, ideas, designs, protocols, methodologies, procedures, operations, formulae, techniques and special equipment or materials, discoveries or inventions, used in, or related to, the development, manufacture, assembly, fabrication or other production and quality control of the Company's products and services;

(f) the Company's relations with its customers, prospective customers, suppliers and prospective suppliers;

(g) the Company's relations with its employees, sales representatives, distributors and consultants (including, without limitation, compensation, job classifications and skill levels); and

(h) any other information or intellectual property designated by the Company to be confidential, secret and/or proprietary (including without limitation, information provided by customers or suppliers of the Company).

Notwithstanding the foregoing, the term "Proprietary Information" shall not consist of any data or other information which has been placed in the public domain other than by me in violation of this Agreement.

2. Obligation to Keep Confidential. I acknowledge and agree that all Proprietary Information that comes or has come into my knowledge or possession (including

any Proprietary Information originated or developed by me during the term of this Agreement) is maintained as a trade secret and is the exclusive property of the Company. I agree to use the Proprietary Information only in connection with my work for the Company. I further agree, during the term of my employment with the Company and thereafter, to hold such Proprietary Information in confidence and agrees not to use for my own benefit (or for the benefit of any third party) or to disclose or reveal, in any manner, to any person or entity any Proprietary Information, without the prior written consent of the Company.

3. Return of Information. I agree, upon demand by the Company and/or upon termination or expiration of my employment with the Company, to return promptly to the Company all originals and all copies of any documents, reports, notes or other materials, in my possession or under my control, containing, incorporating or reflecting, in any way, any Proprietary Information.

4. Inventions Belong to the Company. I acknowledge and agree that any designs, inventions or ideas, discoveries or improvements conceived, created or made, in whole or in part, by me, either individually or jointly with others, which utilized any Company-provided equipment, facilities or time or which resulted from any work performed by me for, or which relates, directly or indirectly, to the business of the Company (the "Intellectual Property"), shall be the sole and exclusive property of the Company and are considered to be "works for hire" as defined in Title 17 of the United States Code.

(a) I agree to make prompt and full disclosure to the Company of all such Intellectual Property and advise the company, periodically, of all work being done by me on any Intellectual Property.

(b) To the extent I would be deemed to be an owner of any rights to the Intellectual Property, I hereby assign to the Company all such right, title and interest in and to the Intellectual Property, effective upon its creation. I hereby agree to execute and sign any and all applications, assignments or other instruments which the Company may deem necessary in order to enable it, at its expense, to apply for, prosecute and obtain Letters of Patent, trademarks, copyrights or other legal protection in the United States or foreign countries for the Intellectual Property, or in order to assign or convey to or vest in the Company the sole and exclusive right, title and interest in and to the Intellectual Property.

(c) In accordance with the provisions of Section 2872 of the California Labor Code, the obligations contained in this Paragraph 4 do not apply to any rights I may have acquired in connection with an invention, discovery or improvement for which no equipment, supplies, facilities or Proprietary Information of the Company were used and which was developed entirely on my own time, and provided that such invention, discovery or improvement does not: (i) relate directly or indirectly to the business of the Company, the Intellectual Property, any other intellectual property of the Company or to the Company's actual or demonstrable anticipated research or development; and (ii) result from any work performed by me for, or on behalf of, the Company.

(d) Except as disclosed in writing to the Company pursuant to Subparagraph 4(e) herein, I represent and warrant, with respect to any tangible or intangible property provided by me to the Company, that the same is transferred and assigned to the Company free and clear of all liens, claims and encumbrances of others and does not infringe upon or violate any patent, trademark, copyright, trade secret or other proprietary right of any third party.

(e) If I intend to incorporate into any tangible or intangible property to be provided to the Company any idea, invention and/or discovery which I claim is proprietary to any person other than the Company (the "Other Proprietary Property"), I shall first notify the Company of such intention before its incorporation into any such property. I shall incorporate the Other Proprietary Property into such property only upon the written consent of the Company. If such Other Proprietary Property is so incorporated, I hereby:

(i) Use best efforts to grant to the Company a perpetual, irrevocable, non-exclusive, world-wide, royalty-free right to use (and sublicense others to use) the Other Proprietary Property so incorporated; and

(ii) Represent and warrant that the use by the Company (and its sublicensees) of the Other Proprietary Property will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party.

5. Non-Solicitation. During my employment with the Company and for a period of one year thereafter, I will not, either directly or indirectly, on my behalf or any other person or entity, use, rely on, disclose or reveal in any manner any Proprietary Information to contact, solicit, interfere with, contract with (or attempt to do any of the foregoing) any person or entity that was a customer of the Company at any time during the one year period prior to the termination of my employment with the Company regarding any matter involving, related to or in competition with any product or services being offered, marketed, manufactured, sold or developed by the Company at the time of the termination of my employment with the Company.

6. Non-Interference with Employees. During my employment with the Company and for a period of one year thereafter, I shall not, directly or indirectly, whether for my own benefit or for the benefit of any other entity or individual, (i) solicit, encourage, or in any way influence any person employed by, or engaged to render services on behalf of, the Company, to leave the Company, or to engage in any activity contrary to or conflicting with the interests of the Company; (ii) hire away any person employed by, or engaged to render services on behalf of, the Company; or (iii) otherwise interfere in any way in the Company's relationship with any person who is employed by, or engaged to render services on behalf of, the Company.

7. Trade Secrets of Others. It is the practice and policy of the Company not to utilize the trade secrets of others. Therefore, I will not utilize any information which any person has specifically identified to me to be trade secrets or information to be maintained as secret and confidential. However, I am not required, by law, to maintain confidential or refrain from using any information which is:

(a) known, or becomes known, to third parties knowledgeable in the industry without the fault or negligence of mine; or

(b) subsequently rightly received from a third party without restrictions regarding secrecy or confidentiality; or

(c) independently developed by me or by the Company without recourse to the "trade secrets" of another; or

(d) approved for disclosure by the owner of the "trade secret" information.

8. Notification of New Employee. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

9. Indemnification. I hereby indemnify and agree to defend and hold the Company harmless from and against any liability, claims, cost or expense (including reasonable attorneys' fees and costs, including court costs) arising out of any breach by me of this Agreement.

10. Injunctive Relief. I acknowledge and agree that, because any violation of this Agreement by me would cause irreparable injury to the Company, the Company, in addition to any other remedies available, will be entitled to obtain an injunction to enforce the provisions of this Agreement.

11. Reformation/Severability. If any provision of this Agreement is declared invalid by any tribunal, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

12. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

13. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

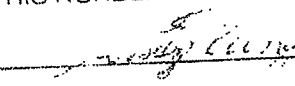
14. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

15. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement 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.

16. Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE
TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY. IN ADDITION, I
ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

DATE 12-19-2006

Signature: 

Name (Printed): Wesley Kung

Address: 516 N. Alahmar St.

Alhambra, CA 91801

ACCEPTED AND AGREED TO:

BELKIN INTERNATIONAL, INC.

By 

Title HR Manager

Dated 12/20/06