

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|---|--------------------------------|---------------|-------------------------------|---------------------|--------------------------------|----------------------|-------------------------|----------------|-------------------|--------------|------------|--------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mithun SHESHAGIRI</td> <td>04/02/2004</td> </tr> <tr> <td>Swaroop S. KALASAPUR</td> <td>03/04/2010</td> </tr> <tr> <td>Onur ACICMEZ</td> <td>03/09/2010</td> </tr> <tr> <td>Yu SONG</td> <td>03/05/2010</td> </tr> <tr> <td>Doreen CHENG</td> <td>03/05/2010</td> </tr> </tbody> </table> | | Name | Execution Date | Mithun SHESHAGIRI | 04/02/2004 | Swaroop S. KALASAPUR | 03/04/2010 | Onur ACICMEZ | 03/09/2010 | Yu SONG | 03/05/2010 | Doreen CHENG | 03/05/2010 |
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| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Samsung Electronics Co., Ltd.</td> </tr> <tr> <td>Street Address:</td> <td>416 Maetan-3Dong, Yeongtong-Gu</td> </tr> <tr> <td>City:</td> <td>Suwon City, Gyeonggi-Do</td> </tr> <tr> <td>State/Country:</td> <td>REPUBLIC OF KOREA</td> </tr> <tr> <td>Postal Code:</td> <td>443-742</td> </tr> </table> | | Name: | Samsung Electronics Co., Ltd. | Street Address: | 416 Maetan-3Dong, Yeongtong-Gu | City: | Suwon City, Gyeonggi-Do | State/Country: | REPUBLIC OF KOREA | Postal Code: | 443-742 | | |
| Name: | Samsung Electronics Co., Ltd. | | | | | | | | | | | | |
| Street Address: | 416 Maetan-3Dong, Yeongtong-Gu | | | | | | | | | | | | |
| City: | Suwon City, Gyeonggi-Do | | | | | | | | | | | | |
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| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12637316</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 12637316 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| Application Number: | 12637316 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| <p>Fax Number: (408)255-8002</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 408-255-8001</p> <p>Email: lfitzsimmons@beyerlaw.com</p> <p>Correspondent Name: Beyer Law Group LLP</p> <p>Address Line 1: P.O. Box 1687</p> <p>Address Line 4: Cupertino, CALIFORNIA 95015-1687</p> | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | SISAP097 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Marc S. Hanish | | | | | | | | | | | | |

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Total Attachments: 7

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ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

WEB APPLICATION SCRIPT MIGRATION

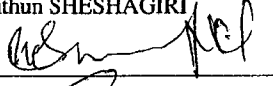

(Atty. Docket No. SISAP097/CSL09-NP03-A), (check one)

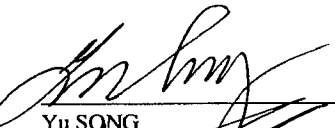
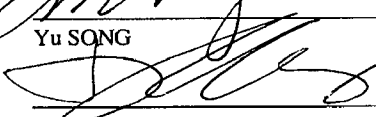
- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 12/637,316. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to **Samsung Electronics Co., Ltd.**, a Korean corporation having a place of business at **416 Maetan-3Dong, Yeongtong-Gu, Suwon City, Gyeonggi-Do, Korea 443-742** ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- | | | |
|----|--|-------------------------|
| 1) | Signature: <u>See Attached Agreement</u> | Date: _____ |
| | Typed Name: Mithun SHESHAGIRI | |
| 2) | Signature:  | Date: <u>03/04/2010</u> |
| | Typed Name: Swaroop S. KALASAPUR | |
| 3) | Signature:  | Date: <u>03/09/2010</u> |
| | Typed Name: Onir ACIICMEZ | |

- 4) Signature:  Date: 3/5/2010
Typed Name: Yu SONG
- 5) Signature:  Date: 3/5/2010
Typed Name: Doreen CHENG

If signed outside the United States of America, have two witnesses who also sign below:

- 1) Signature: _____ Date: _____
Printed Name: _____
- 2) Signature: _____ Date: _____
Printed Name: _____



ELECTRONICS

EMPLOYEE CONFIDENTIALITY AND
INVENTIONS AGREEMENT

SAMSUNG INFORMATION SYSTEMS AMERICA, INC.

75 West Plumeria Drive

San Jose, CA 95134-1713

TEL: (408) 544-5700 FAX: (408) 544-5599

This agreement is intended to set forth certain responsibilities which I have to Samsung Information Systems America, Inc. (the "Company"). I recognize that the Company is engaged in a continuous program of research, development, and production respecting its business, present and future. In exchange for my employment with the Company and the compensation and benefits provided to me by the Company, I acknowledge and agree that:

- 12th April 2004
1. Effective Date. This agreement ("Agreement") shall be deemed effective as of 12th April, 2004, the first day of my employment with the Company.
2. Confidentiality. I will maintain in confidence and will not disclose or use, either during or after the term of my employment, any proprietary or confidential information or know-how belonging to the Company ("Proprietary Information"), whether or not in written form, except to the extent required to perform duties on behalf of the Company. Proprietary Information refers to any information, not generally known in the relevant trade or industry, which was obtained from the Company, or which was learned, discovered, developed, conceived, originated or prepared by me in the scope of my employment. Proprietary Information includes but is not limited to, software, technical and business information relating to the Company's inventions or products, research and development, production processes, manufacturing and engineering process, machines and equipment, finances, customers, marketing, and production and future business plans. Upon termination of my employment or at the request of the Company before termination, I will deliver to the Company all written and tangible material in my possession incorporating any Proprietary Information or otherwise relating to the Company's business. These obligations with respect to Proprietary Information extend to information to me as the result of my status as an employee of the company.
3. Inventions
- 3.1 Definition of Inventions. As used in this Agreement, the term "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how. Invention include, but are not limited to, all designs, discoveries, formulae, processes, manufacturing techniques, computer software, inventions, improvements, and ideas.
- 3.2 Disclosure and Assignment of Inventions.
- (a) I will promptly disclose and describe to the Company all inventions which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with the Company (i) which relate at the time of conception, development, or reduction to practice of the invention to the Company's business or actual or demonstrably anticipated research or development, (ii) which were developed, in whole or in part, on the Company's time or with the use of any of the Company's equipment, supplies, facilities or trade secret information, or (iii) which resulted from any work I performed for the Company ("Company Inventions"). I am assigning to the Company all my right, title, and interest worldwide in Company Inventions and in all intellectual property rights based upon Company Inventions. However, I do not assign any Inventions relating in any way to the Company business or demonstrably anticipate research and development which were made by me prior to my employment with the Company, which Inventions, if any, are identified on Exhibit A to this Agreement. Exhibit A Contains no confidential information. I have no rights in any Inventions other than the

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Inventions specified in Exhibit A. If no such Inventions or I grant an irrevocable, nonexclusive, royalty-free, worldwide license to the Company to make, use, and sell Inventions developed by me prior my employment with the Company.

- (b) I recognize that Inventions relating to my activities while working for the Company and conceived or made by me, alone, or with others, within sixty (60) days after termination of my employment may have been conceived in significant part while employed by the Company. Accordingly, I agree that such Inventions shall be presumed to have been conceived during my employment with the Company and are assigned to the Company as a Company Invention unless and until I have established the contrary. I agree to disclose promptly in writing to the Company all Inventions made or conceived by me for sixty (60) days after my term of employment, whether or not the Inventions are subject to the Agreement, or permit a determination by the Company as to whether or not the Inventions should be the property of the Company. Any such information will be received in confidence by the Company.

- 3.2 Nonassignable Inventions. This agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code.

4. Company Materials. Upon termination of my employment with the Company or at any other time upon the Company's request, I will promptly deliver to the Company, without retaining any copies, all documents and other materials furnished to me by the Company or prepared by me for the Company.

5. Competitive Employment. During the term of my employment with the Company, I will not engage in any employment, consulting, or other activity in any business competitive with the Company without the Company's prior written consent.

6. Non-solicitation. During the term of my employment with the Company and for a period of one (1) year thereafter, I will not solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company. During that same period, I will not solicit or encourage, or cause others to solicit or encourage, the business of any current or then-current customer of the Company.

7. Acts to Secure Proprietary Rights.

- 7.1 Further Acts. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company inventions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings.

- 7.2 Appointment of Attorney-In-Fact. In the event that the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to any Company Invention (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocable appoint the Company and its duly authorized officers and agents as by agents and attorneys-in-fact to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force an effect as if executed by me.

8. No Conflicting Obligations. My performance of this Agreement and as an employee of the Company does not and will not branch any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or other person or entity. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I will not enter into any agreement, whether written or oral, in conflict with provisions of this Agreement.

9. Survival. Notwithstanding the termination of my employment, Section 3.2 and Articles 2, 6, and 7 shall survive such termination.
10. Specific Performances. A breach of any of the promise or agreements contained herein will result in irreparable and the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
11. Waiver. A waiver by the Company or a breach of any provision of this Agreement by me will not operate or be construed as a vainer of any other or subsequent breach by me.
12. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force.
13. Termination. As SISA is the company for which you will perform service, we will retain the right to control and direct your work, its results, and the manner and means by which your work is accomplished. Your employment with the Company is "at will", and therefore, may be terminated by you or the Company at any time and for any reason, with or without cause, and with or without notice. This "at will" employment relationship may not be modified by any oral or implied agreement.
14. No Duty to Employ. This agreement does not constitute a contract of employment or obligate the Company to employ you for any stated period of time.
15. Governing Law. This Agreement will be governed by and constructed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents.
16. Entire Agreement. This Agreement, including all Exhibits to this Agreement, constitutes the entire agreement between the parties relating to the subject matter covered herein, and it superseded all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement, and particularly Article 13 hereof, may be amended or modified in a writing signed by me and an authorized officer of the Company.
17. Assignments. This Agreement may be assigned by the Company. I may not assign or delegate my duties under this Agreement without the Company's prior written approval. This Agreement shall be binding upon by heirs, successors, and permitted assignees.

Employee:

Signature

Print Name

Date

Samsung Information Systems America, Inc.

By

Date

Title

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EXHIBIT A

PRIOR INVENTIONS

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LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the above Agreement between you and the Company does not require you to assign or offer to assign to the Company any inventions that you developed entirely on your own time without using the Company'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 Company's business, or actual or demonstrably anticipated research or development of the Company.
- (2) Result from any work preformed by you for the Company.

To the extent a provision in the above Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this and is excluded from the preceding paragraph, the provision is against the public policy of this and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.



Employee Signature

04/02/2004

Date

MITHUN SHESHAGIRI

Print Name