

U.S. PTO
12/925056
10/13/2010

TD/ 015DIV2
U.S. Department of COMMERCE
United States Patent and Trademark Office

10-25-2010



To the Director of the U.S. Patents and

cuments or the new address(es) below.

103609753

1. Name of conveying party(ies) and Execution Date:

DAVID VICTOR HOBBS
PATRICK RATTO

Execution Date:
January 10, 2008
October 28, 2004

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Teradici Corporation

Internal Address: _____

Street Address: 4621 Canada Way, Suite 101

City: Burnaby

State: British Columbia

Country: Canada Zip: V5G 4X8

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

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Raymond R. Moser Jr.

Internal Address: Moser IP Law Group

Street Address: 1030 Broad Street

City: Shrewsbury

State: N.J. Zip: 07702

Phone Number: (732) 935-7100

Fax Number: (732) 935-7122

Email Address: docketing@moseriplaw.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 _____
Expiration Date _____

b. Deposit Account Number 50-3562

Authorized User Name: Raymond R. Moser, Jr.

9. Signature :

Raymond R. Moser, Jr.

Signature

Date

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

12

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

PATENT
REEL: 025195 FRAME: 0439

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) David Victor Hobbs
2086 131A Street
Surrey, British Columbia
Canada V4A 8Y8

(hereinafter referred to as Assignors), have invented a certain invention entitled:

METHODS AND APPARATUS FOR ENCODING A DIGITAL VIDEO SIGNAL

for which we have filed an application for a Patent of the United States on September 18, 2006, Serial No. 11/532,865; and

WHEREAS, Teradici Corporation, a Canadian corporation, having a place of business at 500-4400 Dominion Street, Burnaby, British Columbia, V5G 4G3, Canada (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon.

including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

JAN 10, 2008



DAVID VICTOR HOBBS

#75780-1

October 28, 2004

To: Mr. Patrick Ratto,
#309-3278 Heather Street,
Vancouver, British Columbia
Canada, V5T 4N2

Re: Employment Agreement

This Agreement sets out the terms and conditions of your employment with Teradici Corporation (the "Company"). If you agree with these terms, please return to us a signed copy of this Agreement.

We agree as follows:

1. Definitions: Unless otherwise specified, capitalized terms shall have the meaning as set out in Schedule "A" to this Agreement.
2. Term: Your employment will commence as of November ²²~~30~~, 2004 (the "Commencement Date") and will continue until this Agreement is terminated as hereinafter provided.
3. Position and Duties:
 - (a) Position and Duties: You will be employed by the Company in the position of Principal Engineer, and will report directly to the Vice President, Software Engineering, or such other person as the Company may determine from time to time. You will perform or fulfil such duties and responsibilities as directed from time to time by the Company. The nature of the business of the Company requires that you be flexible. Accordingly, the Company may assign new or different duties to you or change your position at any time in its discretion.
 - (b) Scope: During your employment, you will devote the whole of your full working time, attention and abilities to effective and competent performance of your duties and you will give the Company the full benefit of your knowledge, expertise, technical skill and ingenuity.
4. Compensation:
 - (a) Salary: You will receive a monthly salary (the "Salary") in the amount of [REDACTED] in Canadian dollars payable in equal instalments on the 15th and last day of each month net of all required or permitted withholdings and remissions.
 - (b) Employee Stock Option Plan: You will be entitled to participate in the Employee Stock Option Plan (the "Plan") of the Company in accordance with the terms of the Plan as altered or amended by the Board from time to time. A

summary of the options to be granted to you under the Plan is set out at Schedule "B" to this Agreement.

- (c) **Vacation Entitlement:** You will be entitled to an annual paid vacation equal to three (3) weeks in your employment term, to be taken in accordance with the Company's vacation policy in effect from time to time.
- (d) **Medical Insurance and Other Benefits:** You will be eligible to participate in the benefit plans and programs of the Company. The Company will pay a portion of the premium costs for the benefits. Your eligibility and entitlement to benefits will be determined by the terms and conditions of the insurance plans or programs purchased by the Company. The Company reserves the right to alter or delete part or all of any benefit or change benefit carriers at any time in its discretion.

5. **Assignment of Interest in Innovations:**

- (a) **Disclosure:** You will make prompt and full disclosure to the Company of any development, production, process, design, patent, patent application, trade secret, confidential technology, know-how or improvement relating to the Business of the Company conceived, made, improved upon, reduced to practise or participated in by you, solely or jointly, in the course of or relating to your employment with the Company (the "Innovations").
- (b) **Assignment:** The Company will hold all Intellectual Property Rights in respect of the Innovations for the exclusive benefit of the Company and you will not claim or apply for registration or challenge the Company's registration of, any such Intellectual Property Rights. You absolutely, unconditionally and irrevocably assign, transfer and convey all past, present and future right, title, benefit and interest in and to all Innovations and all Intellectual Property Rights in respect of the Innovations. You waive in favour of the Company all claims of any nature whatsoever that you now or hereafter may have for infringement of any Intellectual Property Rights for the Innovations so assigned to the Company. To the extent that moral rights may arise from development of the Innovations, you waive all past, present and future moral rights you may have.
- (c) **Intellectual Property Protection:** The Innovations and all related Intellectual Property Rights will be the absolute and exclusive property of the Company. The Company may apply for patent, copyright or other intellectual property protection in the Company's name or, at the election of the Company, in your name, anywhere in the world. You will, at the Company's request, execute all documents and do all such acts and things considered necessary by the Company to obtain, confirm or enforce any Intellectual Property Rights in respect of the Innovations. If the Company wishes to obtain but is unable to secure your signature for any such purpose in a timely manner, you hereby irrevocably designate and appoint the Company and any duly authorized officer or agent of the Company as your agent and attorney, to act for you and in your behalf and stead to execute any such documents and to do all other lawfully permitted acts to

carry out the intent of this provision, with the same legal force and effect as if executed or done by you.

6. **Fidelity and Confidentiality:**

- (a) **Performance and Duty to the Company:** Throughout your employment you will well and faithfully serve the Company and use all reasonable endeavours to promote the interests of the Company. You will act honestly, in good faith and in the best interests of the Company. You will adhere to all applicable policies of the Company as may be amended from time to time by the Company in its discretion.
- (b) **Business of the Company:** You will not, during your employment with the Company, engage in any business, enterprise or activity that is contrary to or detracts from the due performance of the Business of the Company.
- (c) **Confidentiality:** You acknowledge that in the course of performing and fulfilling your obligations to the Company, you will have access to and will be entrusted with Confidential Information, and that the disclosure of the Confidential Information to competitors or clients of the Company or to the general public will be highly detrimental to the best interests and business of the Company. You acknowledge that you will receive the Confidential Information solely for the purpose of carrying out your duties as an employee of the Company. Except as may be specifically required in the course of carrying out such duties, you will not disclose, during your employment with the Company or at any time thereafter, any Confidential Information to any person, nor will you use or exploit, directly or indirectly, the Confidential Information for any purpose other than the proper purposes of the Company. However, you will be entitled to disclose such information if required by law provided that you promptly notify the Company and will consult and cooperate with the Company in any attempt to resist or narrow such disclosure or to obtain an order or other assurance that such information will be accorded confidential treatment. Notwithstanding Section 6(d), any such Confidential Information disclosed as required by law will, for all other purposes, continue to be treated as Confidential Information under this Agreement. Except in the normal course of your employment with the Company, you will not remove physically, electronically or in any other manner whatsoever from the premises of the Company or store or permit to be stored in any location other than the premises of the Company, any Innovations or Confidential Information relating thereto, except with the express written consent of the Company.
- (d) **Exceptions:** Any obligations specified in subsection 6(c) will not apply to information or data:
 - (i) which you can prove is in the public domain at the date of its disclosure to you, or which thereafter enters the public domain through no fault of yours or of any other person owing an obligation of confidentiality to the Company (but only after it enters the public domain);

- (ii) which, following its disclosure by the Company to you, is received by you without an obligation of confidence from a third party who is in lawful possession of such information free of any obligation of confidence; or
- (iii) which was in your possession on a non-confidential basis prior to being disclosed under this Agreement as reasonably demonstrated by your written records

provided that information which comprises part of the Confidential Information will not be included within the foregoing exceptions merely because individual parts of the information were within the public domain, or were within your prior possession, or were so received by you, unless the combination of such Confidential Information and excepted information itself was in the public domain, or in your prior possession, or was so received by you.

- (e) **Customer Contacts:** During your employment you will communicate and channel to the Company all knowledge, business and customer contacts and any other information that could concern or be in any way beneficial to the Business of the Company. Any such information communicated to the Company will be and remain the property and shall constitute Confidential Information of the Company.
- (f) **Prior Employers:** The Company is not employing you to obtain, and you will not disclose to the Company, any confidential information of any prior employer. With respect to your employment with the Company, you will not pursue any business opportunities of any prior employer that you are not entitled to pursue and you will otherwise comply with any obligations to any prior employer.
- (g) **Return of Company Property:** Upon termination of your employment, you will promptly return to the Company all Company property including all written information, tapes, discs or memory devices and copies thereof including, without limitation, all papers, drawings, notes, notebooks, correspondence, records, reports, lists, photographs, memoranda, manuals, specifications, designs, devices and documents, and any other material on any medium in your possession or control pertaining to the Business of the Company. You will also return any keys, pass cards, identification cards or other property belonging to the Company.

7. Restrictive Covenant:

- (a) The parties acknowledge that the Company's business is highly competitive and that in the course of your employment you will be privy to Confidential Information and other information concerning the Company's business and that the Company's business would be vulnerable to competition from you.
- (b) Accordingly, during the term of your employment with the Company and for a one-year period following the date that your employment with the Company ceases (regardless of who initiated the termination and whether the termination was with or without cause or was lawful or unlawful), you will not, without the prior written consent of the Company, either individually or in partnership or in

conjunction in any way with any other person, firm, association, syndicate or corporation ("Person"), whether as principal, agent, consultant, shareholder, guarantor, creditor, or in any other manner whatsoever:

- (i) engage in, carry on or otherwise be concerned with or have any interest in, or advise, lend money to, guarantee the debts or obligations of, permit your name, or any part thereof, to be used by any Person, engaged in or concerned with a Competitive Business within British Columbia and any other (state/ province) of Canada or the United States in which the Company is, as of the date of the termination of your employment, doing business. The foregoing restrictions will not prevent you or any company or entity controlled by you from acquiring or holding, as a passive investment, up to a total of 1% of the securities of any class or series of any public company which is traded on a recognized stock exchange;
 - (ii) solicit, interfere with or try to entice away from the Company, accept any business from or the patronage of or enter into the employment of or render any service to, sell to or contract or attempt to contract with, any Person who was, during term of your employment, a prospective or existing client, customer or supplier of the Company; or
 - (iii) employ, offer employment to or endeavour to entice away from the Company any person who was employed by the Company on or before the date of the termination of your employment.
- (c) The parties agree that the foregoing provisions are reasonable and necessary in order to protect the interests of the Company.
- (d) You agree and acknowledge that the covenants contained in this Article 7 are given for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and that by reason of your unique knowledge of and association with the business of the Company, the scope of this covenant as to both time and area is reasonable and commensurate with the protection of the legitimate interests of the Company. Article 7 of this Agreement applies regardless of the reason for your cessation of employment from the Company, and is severable from the other provisions of this Agreement. You waive all defences to the strict enforcement of Article 7 of this Agreement.
- (e) You acknowledge that the damages the Company may suffer for breach of Section 7(b) of this Agreement may be irreparable, and in any event would be difficult if not impossible to ascertain, and you agree that the Company will have the right to an injunction or other available equitable relief in any court of competent jurisdiction, enjoining any threatened or actual breach. The existence of a right to an injunction or other available equitable relief will not preclude the Company from pursuing any other rights and remedies at law or in equity which it may have, including the right to seek recovery of damages.

- (f) The parties agree that if a court of competent jurisdiction will limit, restrict or otherwise change the geographical area, the time period or the types of business referred to in this Article 7, then the limited, restricted or changed geographical area, time period or types of business determined by such a court will, for the purposes of this Article 7, be deemed to be the original geographic area and/or time period and/or types of business referred to in such Sections as if they were the original geographic area and/or time period and/or business set out herein.

8. **Fiduciary Relationship:** You acknowledge that by virtue of the employment contemplated by this Agreement, you will be in a fiduciary relationship with the Company and will owe fiduciary obligations to the Company. The provisions of this Agreement are additional to and do not amend, replace or otherwise reduce those obligations.
9. **Termination of Employment:** Your employment pursuant to this Agreement may be terminated without liability:
- (a) by you, by providing to the Company two (2) week's written notice to the Company. The Company may elect, in its discretion, to direct you not to attend at work for any portion of this two (2) week notice period in which case the Company's sole obligation will be to continue your salary during the balance of the two (2) week notice period;
 - (b) by the Company, without notice, for cause;
 - (c) by the Company, by giving you working notice in writing of termination equal to two weeks (the "Severance Period"); and
 - (d) by the Company, by giving you immediate notice of termination and continuing to pay you an amount equal to your Salary then in effect less applicable withholdings, deductions and remittances during the Severance Period.
10. **Irreparable Harm:** You acknowledge and agree that a breach of any of the covenants of this Agreement by you cannot be adequately compensated for by monetary award, and may cause irreparable harm to the Company. Accordingly, you agree that in addition to all of the remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply for equitable relief (including without limitation, injunctive relief) to ensure your compliance with the provisions of this Agreement.
11. **Assignment and Enurement:** You may not assign this Agreement, any part of this Agreement or any of your rights under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to any other entity at any time in its discretion. This Agreement enures to the benefit of and is binding upon you and the Company and our respective heirs, executors, administrators, successors and permitted assigns (as applicable).
12. **Severability:** If any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, then that provision or portion will be severed from this Agreement. The rest of this Agreement will remain in full force and effect.

13. **Entire Agreement:** This Agreement contains the whole agreement between you and the Company with respect to your employment with the Company, and there are no representations, warranties, collateral terms or conditions, express or implied, other than as set forth in this Agreement. This Agreement supersedes any written or oral agreement or understanding between you and the Company. No change or modification of this Agreement will be valid unless it is in writing and initialled by both parties. You hereby waive any right to assert a claim in tort based on any pre-contractual representations, negligent or otherwise, made by the Company or its representatives.
14. **Notice:** Any notice required or permitted to be given hereunder must be in writing and will be sufficiently given or made if delivered or sent by registered mail to the address of the parties set out on page 1 hereof. Any notice so given will be deemed to have been given and to have been received on the day of delivery if it is a business day and otherwise on the next succeeding business day or, if mailed, on the third business day following the mailing thereof (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause). Addresses for notice may be changed by giving notice in accordance with this section.
15. **Non-waiver:** No failure or delay by you or the Company in exercising any power or right under this Agreement will operate as a waiver of such power or right. Any consent or waiver by you or by the Company to any breach or default under this Agreement will be effective only in the specific instance and for the specific purpose for which it was given.
16. **Survival of Terms:** The provisions of Articles 1 and 5, Sections 6(c), (f) and (g) and Articles 7 to 19 of this Agreement will survive the termination of your employment and this Agreement.
17. **Further Assistance:** The parties will execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.
18. **Collection And Use Of Personal Information:** You acknowledge that the Company will, and hereby consent to the Company collecting, using and disclosing personal information about you where reasonably necessary for security, employment and business purposes in accordance with applicable legislation and any privacy policy of the Company that may be in effect from time to time.
19. **Governing Laws:** This Agreement will be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

THE PARTIES have executed this agreement as of the date written above.

TERADICI CORPORATION

Per: 

Authorized Signatory

I acknowledge and accept the terms and conditions of my employment with the Company as set out above.



Patrick Ratto

Schedule "A"

Definitions are as follows:

"Board" means the board of directors of the Company.

"Business of the Company" means (i) any development of the Company; (ii) development of clients of the Company including marketing, sales, technical or other such processes; (iii) any business involved in the commercialisation of the communication and remote realization of personal computer interfaces, including without limitation all technologies related to the interfaces for, and communication of, graphics or video displays, audio, keyboards, printers, removable media and other peripherals; and (iv) any other material business carried on from time to time by the Company.

"Competitive Business" means any business or enterprise that competes with the Business of the Company.

"Confidential Information" means:

- (a) all confidential or proprietary facts, data, techniques, technical know-how, trade secrets, market or financial information and other information relating to the Business of the Company including, without limitation, products, concepts, customer requirements, processes, methods, designs, customer lists, supplier lists or industry contacts which may before or after the date of this Agreement be disclosed to you by the Company or which may otherwise come within your knowledge or which may be developed by you in the course of your employment or from any other Confidential Information; and
- (b) confidential and proprietary information disclosed to the Company by third parties subject to restrictions on use or disclosure.

"Intellectual Property Rights" means all rights in respect of intellectual property including, without limitation, all patent, industrial design, know-how, trade secret, privacy and trade-mark rights and copyright, to the extent those rights may subsist anywhere in the universe.