

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kevin W. GLASS	01/21/2008
RECEIVING PARTY DATA	
Name:	SIERRA MONOLITHICS, INC.
Street Address:	103 West Torrance Boulevard
City:	Redondo Beach
State/Country:	CALIFORNIA
Postal Code:	90277
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12795579
CORRESPONDENCE DATA	
Fax Number:	(949)851-9348
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-851-0633
Email:	ltillman@mwe.com
Correspondent Name:	Soyeon (Karen) Pak Laub
Address Line 1:	MCDERMOTT WILL & EMERY LLP
Address Line 2:	18191 VON KARMAN AVE., SUITE 500
Address Line 4:	IRVINE, CALIFORNIA 92612-7108
ATTORNEY DOCKET NUMBER:	074077-0083
NAME OF SUBMITTER:	Soyeon (Karen) Pak Laub, Reg. # 39,266
Total Attachments: 4 source=074077-0083_Assignment_G#page1.tif source=074077-0083_Assignment_G#page2.tif source=074077-0083_Assignment_G#page3.tif source=074077-0083_Assignment_G#page4.tif	

CH \$40.00 12795579

PATENT

501362936

REEL: 025429 FRAME: 0493

EMPLOYEE ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

In consideration of my employment or continued employment with Sierra Monolithics, Inc. ("Company"), the compensation now and hereafter paid to me, the increase in value of Company that arises from the execution of this Employee Agreement ("Agreement"), which increase in value benefits both Company and me, and for other good and valuable consideration, I hereby agree as follows:

1. Confidential Information. As a result of my employment or engagement by Company, I have access to, have developed, or will develop knowledge, data or information, in written, oral, electronic, or other form, that has great value in Company's business if kept secret ("Confidential Information"). By example and without limitation, Confidential Information includes (i) Inventions (as defined in Section 4(a)), marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, prices, projections, customer and supplier identities, characteristics, and agreements, (ii) information regarding the skills and compensation of consultants or other employees of Company, (iii) any information from another person or entity which Company is obligated to treat as confidential or proprietary; or (vi) any other information which is identified as, or I should know is, confidential. Confidential Information does not include information that is generally known to the public or within the trade in which Company competes through no fault of me. Accordingly, I agree to take the following steps to preserve the confidential and proprietary nature of Confidential Information:

(a) No Disclosure. During and after my employment or engagement with Company, I will not (i) use, disclose or otherwise permit any person or entity access to any of Confidential Information other than as required in the performance of my duties with Company or (ii) sell, license or otherwise exploit any products or services which embody in whole or in part any Confidential Information.

(b) Prevent Disclosure. During and after my employment or engagement with Company, I will prevent unauthorized disclosure of Confidential Information. I may disclose Confidential Information pursuant to a valid order issued by a court or government agency but only to the extent required by such order, if I provide to company (a) prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protection order.

(c) Return All Materials. Upon termination of my employment or engagement with Company or upon request by Company, I will deliver to Company (i) all materials (and copies thereof) a) embodying Confidential Information, b) provided by or for Company or c) prepared in the course of my employment or engagement with Company, and (ii) all Company property and equipment, including without limitation any documents, listings, notes, data, drawings, models, accounts, samples, customer contact lists, keys, badges, access cards, credit cards, computer equipment, specifications, reports, products, prototypes, and machine-readable media. I will also delete all Confidential Information that I caused, directly or indirectly, to be stored on

any computers or other storage devices not in Company's possession.

2. Additional Obligations. I agree that Company's business is highly innovative and competitive and that Confidential Information involves valuable and proprietary information. I further agree that Confidential Information would necessarily be compromised were I to use this information for myself, or were I to become an employee or consultant or otherwise become associated with any competitor of Company during the life-cycle of the development and marketing of products. Although the lengths of such cycles vary depending upon the product, I and Company agree that a one (1) year period of protection is a reasonable and necessary period in order to protect Confidential Information. Accordingly:

(a) Notice of Independent Development. For a period of one (1) year following the termination of my employment or engagement with Company, I agree to notify Company in writing within ten (10) days of beginning work with a person or entity which has independently developed information or materials similar to Confidential Information, or within ten (10) days of the development of such information if I am already working with the person or entity developing such information. I agree not to disclose to such person or entity the fact that any similarity exists between Confidential Information and the independently developed information or materials, and I understand that such similarity does not excuse me from the non-disclosure and other obligations in this Agreement.

(b) Non-Solicitation. During my employment or engagement with Company and for a period of one (1) year following the termination of my employment or engagement with Company, I shall not directly or indirectly solicit any employee, customer, supplier, or licensee of Company without Company's prior written consent; provided, however, with respect to such customers, suppliers, and licensees, they (i) appear on Company's confidential customer, supplier or licensee list to which I had access or (ii) became known to me while employed or engaged by Company.

3. No Competition. I shall not, either directly or indirectly, at any time during the period of my employment or engagement with Company, engage in any other employment or activity which may interfere with or be in competition with the interests of Company. I will use Company time, equipment, supplies and facilities for the benefit of Company and not for others or me.

4. Inventions. I agree to and do hereby irrevocably assign to Company all my right, title and interest (including all patent rights and patent applications, and any continuations, continuations in-part, divisionals, reexaminations, reissues or foreign counterparts thereof) in or to any and all Inventions (as defined below) conceived, reduced to practice, made or learned by me, whether alone or with others, in the course of my employment or engagement with Company that: (i) relate in any manner to Company's business, or actual or demonstrably anticipated research or development of Company, (ii) result from my work performed for Company, or (iii) result from the use of

any Company time, equipment, supplies, facilities or Confidential Information.

(a) Inventions Defined. The term "Inventions" shall include all ideas, concepts, know-how, mask works, data, techniques, designs, processes, methods, formulas, circuits, cells, blocks, inventions, discoveries, developments, improvements, software, firmware, and hardware, whether or not patentable.

(b) California Labor Code § 2870. Neither this Section 4, nor its subsections shall apply to the extent of any conflict with California Labor Code § 2870 (see attached Appendix 1).

5. Copyrights. I agree that any work prepared for Company or in the course of my employment or engagement with Company, including without limitation those eligible for United States copyright protection or protection under the Universal Copyright Convention, the Berne Copyright Convention and/or the Buenos Aires Copyright Convention shall be a work made for hire, and ownership of all copyrights (including all renewals and extensions) therein shall vest in Company. In the event any such work is deemed not to be a work made for hire for any reason, I agree to and do hereby grant, transfer and assign all right, title and interest in such work and all copyrights in such work and all renewals and extensions thereof to Company. I agree to and do hereby waive all moral rights with respect to the work developed or produced hereunder or otherwise during the course of my employment or engagement by Company, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

6. Duty to Disclose and Assist. I agree to promptly disclose all Inventions to Company, and to provide all assistance reasonably requested by Company in the preservation of Company's interests in its intellectual property rights including without limitation Inventions and copyrights as described in Sections 1, 4 and 5 (e.g., executing documents, testifying) during my employment or engagement and thereafter. Such assistance shall include, without limitation, cooperation with Company or its nominees in obtaining, perfecting, evidencing, maintaining, defending and enforcing Company's such interests in any countries throughout the world.

7. Power of Attorney. In the event Company is unable to secure my signature on any document needed in connection with the actions specified in Section 6, whether that inability is due to mental or physical incapacity of me, unavailability, refusal to act, failure to act in a timely manner or another cause, I hereby irrevocably designate and appoint Company and each of its duly authorized officers and agents as my agent and attorney-in-fact, to act for and instead of me to execute and file any such documents and to do all other lawfully permitted acts that further the purposes of Section 6. I agree that Company's signatures and actions as my agent and attorney-in-fact under this provision shall have the same force and effect as if I had signed the documents or taken those actions myself.

8. Conflicting Obligations and Rights.

(a) I agree to inform Company in writing of any apparent conflict between my work for Company and (i) any obligations I may have to preserve the confidentiality of another's proprietary information or materials, (ii) the intellectual property

or other proprietary rights of any third party, or (iii) any rights I claim to any inventions, patents, copyrights, trade secrets, or others, before performing that work. Otherwise, Company may conclude that no such conflict exists, and I agree thereafter to make no such claim against Company. Company shall keep any disclosures received pursuant to the preceding sentence in confidence. All existing obligations and claims of mine, if any, as of the date this Agreement is signed are listed on Appendix 2 attached hereto and incorporated into this Agreement by this reference.

(b) I further agree not to disclose to Company, to use, or to induce Company to use any proprietary information or trade secrets of others. I represent and warrant that I have returned all property and confidential information belonging to others and that I have not and will not bring onto the premises of Company any such property or confidential information without prior written consent of such others.

9. Injunctive Relief and Indemnification. I understand, agree and acknowledge that the falsity of any statements made by me herein, or any failure by me to perform the obligations or agreements provided in this Agreement could result in irreparable injury to Company. Accordingly, I agree in advance that in addition to any and all of the remedies otherwise available at law, Company is entitled to receive injunctive relief to enforce any of those obligations or agreements. I also agree to indemnify and hold harmless Company from any damage, loss, cost or liability (including attorney's fees) arising out of or resulting from any such false statements, breach, non-performance or my use or disclosure of any Confidential Information.

10. Reservation of Right to Terminate Employment. My employment or engagement with Company is (or will be) on an "at will" basis, meaning that either I or Company may terminate my employment or engagement at any time for any reason or no reason, without further obligation or liability.

11. Assignment and Delegation. Company's rights under this Agreement may be assigned, and its duties may be delegated. My duties under this Agreement are personal and may not be delegated. This Agreement is not assignable by me except that this Agreement will be binding upon my heirs, executors, administrators and other legal representative and will be for the benefit of Company, its successors, and its assigns.

12. Governing Law and Validity. I agree that the laws of the State of California shall govern the interpretation and enforcement of this Agreement and my employment or engagement with Company, without giving effect to that State's choice of law rules. If any provision of this Agreement is held to be void, invalid or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof, and any such void, invalid or inoperative provision shall be reformed (by limiting the geographic or temporal scope or otherwise) to give effect to such provision to the maximum extent permitted by law.

13. Reaffirmation of Obligations. Upon termination of my employment or engagement with Company, I shall, if requested, reaffirm in writing any of the obligations set forth in this Agreement.

14. Cumulative Remedies. Each and all of the rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any other right or remedy allowed in law or in equity. No waiver or indulgence by Company of any failure by me to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any promise or condition. No waiver by Company of any right shall be construed as a waiver of any other right. Company shall not be required to give me notice before acting to enforce strict adherence to all terms of this Agreement.

15. Limitation upon My Remedies. I waive any right or remedy to rescind or terminate Company's rights under this Agreement or to seek or obtain any injunctive or provisional relief. Accordingly, in the event of an actual or alleged breach of this Agreement, or under any other circumstances whatsoever, any rights and remedies I may have against Company or its successors or assigns will be limited to the right, if any, to recover damages in an action at law.

16. Entire and Sole Agreement. This Agreement constitutes the entire understanding and agreement between me and Company with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous oral or written communications or agreements with respect hereto, all of which are merged herein.

17. Amendment. This Agreement may not be amended except by an instrument in writing signed by me and Company.

18. Survival. The provisions of this Agreement shall survive the termination of my employment or engagement and the assignment of this Agreement or any part thereof by Company to any successor or assignee.

19. Personal Jurisdiction. I agree and consent to personal jurisdiction, service of process and venue in any federal or state court located within the county of Los Angeles, California or in the county in which I am (was) employed by Company, having subject matter jurisdiction for the purposes of any action, suit or proceeding arising out of this Agreement, my employment or engagement with Company, or the termination thereof.

20. Captions. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

21. Disclosure to New Employer. I agree, and hereby waive any objection I might have, that if I leave the employ of Company, Company may disclose to my new or potential employer the existence or provisions of this Agreement. I may, or upon Company's request I agree to, disclose to my new or potential employer the existence or provisions of this Agreement.

22. Effective Date. This Agreement shall become effective on the earlier of (i) the commencement of my engagement or employment with Company, or (iii) the date and time at which any Confidential Information was or is first disclosed to me.

23. Arbitration. Any dispute between Company and me relating to or arising out of my employment or the termination of the employment shall be resolved exclusively by a single arbitrator in accordance with the then most applicable rules of the American Arbitration Association ("AAA") (unless this Section 23 requires otherwise); provided, however, either Company or I

may in an appropriate matter apply to any court described in Section 19 of this Agreement pursuant to California Code of Civil Procedure Section 1281.8, or any comparable provision, for provisional relief, including a temporary restraining order or a preliminary injunction, on the ground that the award to which the applicant may be entitled in arbitration may be rendered ineffectual without provisional relief. This agreement to resolve any disputes by binding arbitration shall extend to claims against any parent, subsidiary or affiliate of Company or me, and, when acting within such capacity, any officer, director, shareholder, employee or agent of Company or me, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. If Company and I are unable to agree upon a mutually agreeable arbitrator, we shall pick from a list of nine potential arbitrators provided by the Los Angeles office of the AAA, each member of the list being a member of the AAA's Employment Panel. The arbitrator shall have the same, but no greater, remedial authority than would a court hearing the same dispute and shall have the authority to order such discovery as is agreed upon by Company and me or as the arbitrator determines to be appropriate. The arbitrator shall render a written award and decision explaining the basis for the award. The award of the arbitrator shall be final and binding, and judgment upon the award may be entered by any court described in Section 19 of this Agreement. Company shall be responsible for the costs and fees of the arbitrator, unless I wish to contribute (up to 50%) of the costs and fees of the arbitrator. The prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent permitted by law, to reimbursement from the other party for all of the prevailing party's costs (including but not limited to the arbitrator's compensation), expenses, and attorneys' fees. The arbitration shall be conducted in Los Angeles at a time and place to be determined by the arbitrator unless Company and I agree otherwise.

I HAVE CAREFULLY READ AND CONSIDERED THE TERMS OF THIS AGREEMENT. I HAVE ASKED ANY QUESTIONS ABOUT THEM AND UNDERSTAND THEIR IMPLICATIONS. I AGREE AND REPRESENT THAT EACH AND EVERY PROVISION OF THIS AGREEMENT IS NECESSARY AND REASONABLE UNDER THE CIRCUMSTANCES.

ACCEPTED AND AGREED TO:

EMPLOYEE ("I")

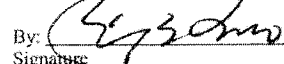
1/21/2008
Date


Signature

Kevin W. Glass
Name printed or typed

SIERRA MONOLITHICS, INC. ("COMPANY")

1/21/2008
Date


By: Signature

Name: KEVIN W. GLASS

Title: Chief Scientist

APPENDIX 1

CALIFORNIA LABOR CODE SECTION 2870
EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

(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; or

(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.

APPENDIX 2

Existing Obligations and Claims

1. Obligations of confidentiality to others that conflict or might conflict with my work for or my obligations to Company:
(attach additional sheets if necessary)

2. Intellectual property rights of others that conflict or might conflict with my work for or my obligations to Company:
(attach additional sheets if necessary)

3. My claims to inventions, patents, copyrights, trade secrets, or other intellectual property rights that conflict or might conflict with my work for or my obligations to Company:
(attach additional sheets if necessary)