

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Terry	04/14/2004
RECEIVING PARTY DATA	
Name:	WiQuest, Inc.
Street Address:	601 CENTURY PARKWAY SUITE 110
City:	ALLEN
State/Country:	TEXAS
Postal Code:	75013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8144572
CORRESPONDENCE DATA	
Fax Number:	(858)658-2502
Phone:	858-651-5208
Email:	c_jhunte@qualcomm.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Qualcomm Incorporated
Address Line 1:	5775 Morehouse Drive
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	091436
NAME OF SUBMITTER:	Jonathan Hunter
Total Attachments: 4 source=Terry emp agmnt#page1.tif source=Terry emp agmnt#page2.tif source=Terry emp agmnt#page3.tif source=Terry emp agmnt#page4.tif	

PATENT

**WIQUEST, INC.
CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with WiQuest, Inc., its subsidiaries, affiliates, successors or assigns (together "WiQuest"), and in consideration of my employment with WiQuest, my acquisition of the WiQuest's Confidential Information, the opportunity to gain stock options, and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. At-Will Employment. I understand and acknowledge that my employment with the WIQUEST is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the WiQuest or myself, with or without notice.

2. Confidential Information.

(a) Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of WiQuest or to disclose to any person, firm or corporation without written authorization of the Board of Directors of WiQuest, any Confidential Information of WiQuest. I understand that "Confidential Information" means any WiQuest proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer contacts and data (including, but not limited to, customers of WiQuest on whom I called or with whom I became acquainted during the term of my employment), forecasts, margins, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by WiQuest either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I acknowledge that WiQuest maintains much of its Confidential Information on its secured network and that the Confidential Information provides a competitive advantage to WiQuest. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information. I agree that I will not, during my employment with WiQuest, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the WiQuest any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. I recognize that WiQuest has received and in the future will receive from third parties, including customers, vendors and business associates, their confidential or proprietary information subject to a duty on WiQuest's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold

all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for WiQuest consistent with WiQuest's agreement with such third party.

3. Inventions.

(a) Assignment of Inventions. I agree that I will promptly make full written disclosure to WiQuest, will hold in trust for the sole right and benefit of WiQuest, and hereby assign (on behalf of myself, my heirs, executors or administrators) to WiQuest, or its designee or assigns, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of WiQuest and for using WiQuest's time, data, facilities and materials, provided the subject matter is one within a field of interest of WiQuest (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the WiQuest and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(b) Subject matter within a "field of interest" of WiQuest includes any field of interest in which WiQuest is currently engaged, in which it is in the process of becoming engaged or in which it is planning or considering to become engaged. This Agreement is not intended to apply to any of my patents or patent applications based on inventions I created before commencing employment with WiQuest that are of a personal interest only.

(c) Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between WiQuest and the United States or any of its agencies.

(d) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with WiQuest. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by WiQuest. The records will be available to and remain the sole property of WiQuest at all times.

(e) Patent and Copyright Registrations. I agree to assist WiQuest, or its designee, at WiQuest's expense, in every proper way to secure WiQuest's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to WiQuest of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which WiQuest shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to WiQuest, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my

obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If WiQuest is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to WiQuest as above, then I hereby irrevocably designate and appoint WiQuest and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. Returning Company Documents and Confidential Information. I agree that, at the time of leaving the employ of the WiQuest, I will deliver to WiQuest (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, software, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with WiQuest, provided to me by WiQuest during my employment or otherwise belonging to WiQuest, its successors or assigns.

5. Notification to New Employer. In the event that I leave the employ of WiQuest, I hereby grant consent to notification by WiQuest to my new employer about my rights and obligations under this Agreement.

6. Representations. I agree to execute the proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or trust prior to my employment by WiQuest. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

7. Conflicting Employment. I agree that during the term of my employment with WiQuest, I will not engage in any other employment, occupation, consulting or other business activity, nor will I engage in any other activities, that conflict with my obligations to WiQuest.

8. Agreement Not to Recruit WiQuest Employees. In consideration of the consideration for this Agreement detailed above, I agree that during the term of my employment by WiQuest and for a period of one (1) year after termination of my employment with WiQuest, I will not by direct or indirect means solicit, recruit, entice or induce any WiQuest employee to leave WiQuest's employ or to violate his or her contractual or fiduciary duties to WiQuest.

9. General Provisions

(a) Governing Law: Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of Texas. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Texas for any lawsuit filed there against me by WiQuest arising from or relating to this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between WiQuest and me relating to the subject matter herein 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 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.

(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

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

Date

4/14/04

Signature of Employee

[Handwritten Signature]

Printed Name of Employee

JOHN TERRY

Witness

[Handwritten Signature]

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REEL: 028095 FRAME: 0327

RECORDED: 04/24/2012

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