


Client Code: QCO.356A

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Hamood-Ur Rehman</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> QUALCOMM MEMS Technologies, Inc. <b>Street Address:</b> 5775 Morehouse Drive <b>City:</b> San Diego <b>State:</b> CA <b>ZIP:</b> 92121</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) June 21, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent Application No.: 12/794648 Filing Date: June 4, 2010</p> <p>Additional numbers attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 59,747</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> QCO.356A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Eric M. Nelson</u> Name of Person Signing</p> <p>43,829 Registration No.</p> <p> Signature</p> <p><u>7/29/2010</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 6</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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Submission for employee #25376 was recorded on 06/21/2008

**INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT**

PLEASE READ THE FOLLOWING FULLY AND CAREFULLY AND INDICATE YOUR AGREEMENT BY CLICKING ON THE "I AGREE" BUTTON AT THE VERY END OF THIS DOCUMENT

In connection with my employment by Qualcomm Incorporated or one of its affiliates (collectively, the 'Company'), or if presently employed, then in connection with my continued employment, and in consideration of the compensation paid to me during the period of my employment, such period of employment to be for so long as may remain agreeable at the will of the Company and/or me, I agree as follows:

**1. Inventions And Works of Authorship**

1.1 I promise to promptly, but in no case later than 30 days from inception, and fully disclose to the Company:

(a) All inventions, discoveries, developments, formulae, processes, improvements, ideas and innovations, whether patentable or not (collectively 'Inventions'); and

(b) All works of authorship, including but not limited to, computer programs, publishable articles, sales brochures, art and technical reports, whether copyrightable or not (collectively 'Works');

made, conceived, reduced to practice, authored, or fixed in a tangible medium of expression by me, either solely or in concert with others during the period of my employment with the Company, including any period prior to the date of this Agreement, whether or not made, conceived, reduced to practice, authored, or fixed in a tangible medium of expression during working hours, which results from my work or association with the Company, or which results from or is aided by the use of the Company's equipment, supplies, facilities or trade secret information, or which is related to or coming within the scope of the Company's business, or related to the Company's products or any research, design, experimental or production work carried on by the Company. I agree to disclose all Inventions and Works using forms provided by the Company. All Inventions and Works shall be the sole and exclusive property of the Company.

- 1.2 I hereby assign, transfer and convey to the Company all my entire right, title and interest in and to any and all Inventions and Works which I now or hereafter own or have an ownership interest in, except those I have specifically described in my Statement of Excepted Inventions and Works which is Attachment 1 to this Agreement, and has been separately executed by the Company. Except as specifically described in such Statement of Excepted Inventions and Works, I represent and warrant there are no Inventions or Works heretofore made, conceived or authored by me which I claim to be excluded from the scope of this Agreement, and I do hereby release the Company including its successors, assigns, affiliates, subsidiaries, licensees, directors, employees, agents and representatives (collectively, the 'Affiliates') from any and all claims by me by reason of any use or disclosure by the Company or the Affiliates of any Invention or Work heretofore or hereafter made, conceived, reduced to practice, authored or fixed in a tangible medium of expression by me during the term of my employment with the company. I further acknowledge that all Works will be subject to the Company's direction and control, and that such Works constitute a 'work for hire' within the meaning of Title 17 United States Code Sections 101 and 201(b).
- 1.3 I agree, upon request by the Company, and without compensation other than reimbursement of my reasonable and actual out-of-pocket expense, to do all lawful acts including the execution of all papers and lawful oaths and the giving of testimony that may be necessary in obtaining, sustaining, reissuing, renewing, and enforcing United States and foreign Letters Patent and Copyright on all Inventions and Works herein assigned and agreed to be assigned, including to assist the Company in any controversy or legal proceeding relating to all such Inventions and Works. I further agree to comply with provisions of contracts between the Company and contractors or any agency of the United States Government with whom the Company is doing business, including all provisions relating to invention rights, works of authorship or to the safeguarding of information. I acknowledge and agree that the Company's rights granted hereunder shall include the right not to file for domestic or foreign patents, or for copyrights when such is considered by the Company in its sole discretion appropriate for the business objectives of the Company.
- 1.4 I agree that an Invention disclosed by me to a third person or described in a patent application filed by me or in my behalf within one year following termination of my employment with the Company shall be presumed to be an Invention subject to the terms of this Agreement unless proved by me to have been conceived and first reduced to practice by me following the termination of my employment with the Company. I further agree that a Works disclosed by me to a third person or in a copyright application filed by me or in my behalf within one year following termination of my employment with the Company shall be presumed to be a Works subject to the terms of this Agreement unless proved by me to have been conceived or otherwise authored, and first fixed in a tangible medium of expression by me following the termination of my employment with the Company.
- 1.5 This Agreement shall not apply, and I shall not be required to assign any Invention where no equipment, supplies, facilities, or trade-secret information of the Company was used, and which was developed entirely on my own time, and (a) which does not relate (1) to the business of the Company, or (2) to the Company's actual or demonstrably anticipated research or development or (b) which does not result from any work performed by me for the Company. Inventions or Works which I consider to be excluded from this Agreement, made solely by me or jointly with others prior to or during the term of my employment, shall be disclosed in confidence to the Company for purpose of determining such issues as may arise. Listed in the attached Statement of Excepted Inventions and Works, by descriptive title for purposes of identification, are all of the Inventions made (conceived and reduced to practice) and Works authored (conceived and fixed in a tangible medium of expression) by me, either solely or jointly, prior to my employment by the Company which I consider to be my property and excluded from this Agreement. I agree to provide copies of all documentation, for attachment to the attached Statement of Excepted Inventions and Works, in support of my claim to Inventions and Works I consider to be my property and excluded from this Agreement, such claim being supported to the satisfaction of the Company.
- 1.6 California Labor Code Section 2872 places the burden of proof on the employee. I hereby acknowledge that I have received a copy of California Labor Code Sections 2870 through 2872 (See Attachment 2) and of Title 17 United States Code Sections 101 and 201(b) (See Attachment 3).

**2. Nondisclosure Of Confidential Information**

- 2.1 In the course of my employment, I acknowledge that I will have access to secret or confidential information, knowledge or data, whether trade secrets or not (collectively 'Confidential Information'), including but not limited to matters of a technical nature (such as methods,

know-how, formulae, compositions, processes, discoveries, machines, models, devices, specifications, inventions, computer programs and similar items or research projects), of a business nature (such as information about cost, profit, purchasing, market, sales or customer lists) and pertaining to future developments (such as research and development or future marketing or merchandising). I agree I will not during or at any time after termination of my employment with the Company, directly or indirectly, use for myself or others or disclose or convey to others any Confidential Information of the Company or of others provided to the Company under agreement of secrecy for use by the Company in the course of its business, except as may be authorized and required by the Company in the course of my employment with the Company. The provisions of this paragraph shall not apply after Confidential Information of the Company has been voluntarily disclosed by the Company to the public, or otherwise enters the public domain through lawful means.

- 2.2 All records, computer programs, computer-stored information, computer disks and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, customer lists, documents, equipment and the like relating in any manner to the Company's business, whether prepared by me or not, shall be and remain the Company's sole and exclusive property, and shall not be removed from the Company's premises without its prior consent, nor shall I make unauthorized copies of such information. I agree to forthwith return to the Company upon termination of my employment, or upon the Company's request, all tangible forms of such information, including but not limited to drawings, computerized data or programs, documents, devices, models, trade secrets, marketing information, data, specifications, inventions, processes, or any other material, together with all copies thereof and extracts therefrom. I further agree not to make or retain any copies or extracts of any of the foregoing, and will so represent to the Company in writing upon termination of my employment or upon the Company's request.
- 2.3 I agree to obtain the written consent of the Company prior to any publication, oral or written, of any information regarding any aspect of the Company's business, customers, suppliers, employees, shareholders, directors or officers. I acknowledge and agree, the Company shall have the sole discretion whether and to the extent such information may be published, and that the Company may exercise its rights regarding said prepublication approval or disapproval without any liability whatsoever to me.

### 3. No Conflicting Agreement or Disclosure of Third Party Confidential Information

- 3.1 I represent and warrant that I have no agreement with any other party that would preclude or impair me from working at the Company, from devoting my full and best efforts to the Company, or from fully complying with the obligations required on my part to be performed under the terms of this Agreement. I agree that I will immediately inform the Company if any change in my employment, such as a change in my position or duties, would cause me to violate any agreement I may have with any third party.
- 3.2 I represent and warrant that I have not brought, and will not bring or use in the performance of my duties at the Company any proprietary or confidential information, whether or not in writing, of a former employer without the employer's written authorization. I further agree not to disclose to the Company in the course of my employment with the Company any confidential information or trade secrets of any former employer. I represent and warrant to the Company that my employment with the Company will not require me to violate any obligation to or confidence with any other party, including, but not limited to, any of my former employers.

### 4. Noncompetition

- 4.1 I agree I will not, during the course of employment, engage in any activity that is competitive with any activity of the Company, and will abide by all Company policies regarding any outside employment. For purposes of this paragraph, competitive activity shall include without limitation the forming or making plans to form a business entity that may be deemed to be competitive with any business or future activity of the Company.

### 5. Miscellaneous

- 5.1 I understand and agree that the obligations and undertakings of this Agreement shall continue in effect after termination of my employment, regardless of the reason for the termination of my employment. Nothing contained in this Agreement changes the at-will nature of my employment at the Company.
- 5.2 I may not assign all or any portion of my rights, duties or obligations under this Agreement.
- 5.3 The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable to the fullest extent permitted by law.
- 5.4 The provisions of this Agreement shall inure to the benefit of and may be enforced by the Company, its successors or assigns, and shall be binding upon me, my executors, administrators and other legal representatives.
- 5.5 Time is of the essence in the performance of all obligations under this Agreement.
- 5.6 This Agreement may not be amended or modified, in whole or in part, except in writing signed by a representative of the Company's Office of the Chair and myself.
- 5.7 This Agreement if executed after the commencement of my employment is hereby specifically made retroactive and effective as of the first day of my employment.
- 5.8 This Agreement supersedes any agreement that may have previously been made or executed by the parties relating to this subject matter.
- 5.9 This Agreement shall be governed by and construed according to the laws of the State of California, excluding conflicts of law principles. Any action to enforce or construe this Agreement, or any of the provisions hereof, shall be heard only in a court of competent jurisdiction in San Diego County, California.

### ATTACHMENTS:

1. Statement of Excepted Inventions and Works
2. California Labor Code Sections 2870-2872
3. Title 17 United States Code Sections 101 and 201(b)

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**ATTACHMENT 1  
STATEMENT OF EXCEPTED INVENTIONS AND WORKS**

Listed below by descriptive title for purposes of identification, are all of the inventions made (conceived and reduced to practice) and Works authored (conceived and fixed in a tangible medium of expression) by me, either solely or jointly, prior to my employment by the Company which I consider to be my property and excluded from this Agreement.

**Excepted Inventions** (If your text exceed 4000 characters, please let us know by clicking on the feedback link located at the bottom of this page)

**Please do not input any text here if the answer is 'None'. Only input text if you have any inventions or works that predate your employment that you believe are your personal property and subject to this agreement.**

**Excepted Works** (If your text exceed 4000 characters, please let us know by clicking on the feedback link located at the bottom of this page)

**Please do Not input any text here if the answer is 'None'. Only input text if you have any inventions or works that predate your employment that you believe are your personal property and subject to this agreement.**

On behalf of Qualcomm Incorporated in acknowledgement of the Employee Claim:

.....  
(Authorized Representative's Signature)

.....  
(Printed Name)

.....  
(Title)

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**ATTACHMENT 2  
TITLE 17 UNITED STATES CODE SECTIONS 101 AND 201(b) COPYRIGHTS**

17 USC §101: Definitions

A 'work for hire' is:

(1) a work prepared by an employee within the scope of his or her employment; or

(2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. For the purpose of the foregoing sentence, a 'supplementary work' is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwords, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an 'instructional text' is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

17 USC §201: Ownership of Copyright

Work Made for Hire - In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of this title, and, unless the parties have expressly agreed otherwise in a written instrument by them, owns all of the rights comprised in the copyright.

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**ATTACHMENT 3  
CALIFORNIA LABOR CODE SECTIONS 2870-2872**

**Section 2870. Employment agreements; assignments of rights**

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 for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

**Section 2871. Conditions of employment or continued employment; disclosure of inventions**

No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts for employment for disclosure, provided that such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and, for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

**Section 2872. Notice to employee; burden of proof**

If an employment agreement entered into after January 1, 1980 contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to any invention which qualified fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

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STATEMENT OF EXCEPTED INVENTIONS, INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT 10/10  
By clicking the 'I Agree' button below, I am agreeing to all the terms and conditions set forth above, and that I have accurately and completely filled out the Statement of Excepted Inventions and Works. I understand that clicking the 'I Agree' button has the same effect as if I had signed a paper copy of the Agreement.

If you have questions, please contact IOA

Last Modified: 01/27/2012