PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Roopnath Grandhi	10/31/2008
Neelakantan Sundaresan	03/06/2009
Hill Trung Nguyen	10/01/2003

RECEIVING PARTY DATA

Name:	eBay Inc.	
Street Address:	2145 Hamilton Avenue	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95125	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13692607	

CORRESPONDENCE DATA

6123393061 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-373-6900

USPTO@SLWIP.COM Email:

SCHWEGMAN, LUNDBERG & WOESSNER/EBAY Correspondent Name:

P.O. BOX 2938 Address Line 1:

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

2043.594US2 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Antonette Brinsfield

Total Attachments: 11 source=assignment#page1.tif source=assignment#page2.tif

REEL: 029394 FRAME: 0371



ASSIGNMENT

WHEREAS, We, Roopnath Grandhi, residing at 655 S. Fair Oaks Ave., #D101, Sunnyvale, CA 94086, and Neelakantan Sundaresan, residing at 2720 Wasatch Drive, Mountain View, CA 94040, and Hill Trung Nguyen, residing at 4760 Corte De Cervato, San Jose, CA 95136, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on October 31, 2008, which application was assigned U.S. patent application serial number 12/263,390, and is entitled NAVIGATION FOR LARGE SCALE GRAPHS;

AND WHEREAS, <u>eBay Inc.</u>, a corporation organized and existing under and by virtue of the laws of the State of <u>Delaware</u>, and having an office and place of business at <u>2145 Hamilton Avenue</u>, <u>San Jose</u>, <u>CA 95125</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, priority right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor:

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTI	MONY WHEREOF, I have hereunto set my hand this 3 day of
October	, 2008.
	·
	G. Roopsouth
	Roopnath Grandhi

Docket No: 2043.594U\$1 Serial Number: 12/263,390 Filing Date: October 31, 2008 Page 3 of 4

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of

Neelakantan Sundaresan

PATENT

REEL: 029394 FRAME: 0375

Docket No: 2043.594PRV Serial Number : 61/101,121 Filing Date : September 29, 2008 Page 4 of 4	
IN TESTIMONY WHEREOF, I have hereunto set my hand	this, 2008.
Hill T. Nguyen	

EBAY INC.

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by EBAY INC. (or a direct or indirect subsidiary of eBay Inc., such as Kruse, Inc., Billpoint Inc., Blackthorne Software, Inc., HomesDirect.com, Inc., Half.com, Inc., PayPal, Inc., etc.) (each an "eBay Company" and collectively the "eBay Companies"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. DEFINITIONS

- 1.1 Inventions. The term "Inventions" means any invention, whether or not patentable, and any and all related trade secrets, ideas, processes, formulas, improvements, discoveries, developments, designs, techniques (including manufacturing techniques), mask works, know-how, artwork, data, programs, software, source and object codes, and any other works of authorship or other copyrightable or patentable works.
- 1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information, and all trade secrets of any eBay Company. By way of illustration but not limitation, "Proprietary Information" includes (a) Inventions (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of any eBay Company.
- 1.3 Proprietary Rights. The term "Proprietary Rights" means all patent, copyright, trademark, trade dress, trade secret, and all other intellectual property rights throughout the world.

2. Nondisclosure

2.1 Recognition of eBay Companys' Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any eBay Company's Proprietary Information, except as such disclosure, use or publication may be required in connection with my work for the eBay Company that employs me (the "Company"), or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at any eBay Company and/or incorporates any Proprietary Information. I hereby

assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

- 2.2 Third Party Information. understand, in addition, that the eBay Companies have received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on such Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than eBay Company personnel who need to know such information in connection with their work) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.
- 2.3 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by an eBay Company,
- 2.4 Non-Proprietary Information. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

Last Updated 11/20/02

I.

3. ASSIGNMENT OF INVENTIONS.

- Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit B (Prior Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed, made, or reduced to practice or caused to be conceived, developed, made or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit B but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit B for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a product of any eBay Company, process or machine, that Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any eBay Company Inventions without that Company's prior written consent.
- 3.2 Assignment of Inventions. Subject to Sections 3.3, 3.4, and 6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all related Proprietary Rights), whether or not patentable or registrable under the Copyright Act or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 3, are hereinafter referred to as "Company Inventions."
- 3.3 Government or Third Party. I also agree to assign all my right, title and interest in

- and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.
- 3.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on Exhibit A (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.
- Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing by me to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.
- 3.6 Patent Applications. If the Company files an original United States patent application covering any invention of which I am a named inventor, I will receive an inventor's fee of \$100.
- 4. OWNERSHIP OF COPYRIGHT AND OTHER PROPRIETARY RIGHTS.
- 4.1 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).
- 4.2 Assignment of Work Product. Subject to section 6 below, I hereby assign and agree to assign in the future to Company ownership of all right, title and interest in and to any and all work

product, including all Proprietary Rights contained therein, made or created by me pursuant to this Agreement that are not covered by sections 3.2 and 4.1 above, if any. All works made for hire and all work product assigned to Company pursuant to sections 4 are hereinafter referred to as "Company Works."

- 4.3 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights (including Proprietary Rights relating to Company Inventions) in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver all documents and other instruments necessary to effectuate such assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.
- 4.4 Appointment of Company as Attorney-In-Fact. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents on my behalf, and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me.
- 4.5 Artist's and Moral Rights. If I have any rights in any Company Works or Company Inventions, including without limitation "artist's rights" or "moral rights," that cannot be assigned pursuant to sections 3 or 4, 1 agree to unconditionally and irrevocably waive enforcement worldwide of such rights against Company and all claims and causes of action of any kind against Company with respect to such rights, and agree, at Company's expense and request, to consent to and join in any action to enforce such rights. In the event that I have any such rights

that cannot be assigned or waived, I hereby unconditionally and irrevocably grant to Company an exclusive, worldwide, irrevocable, fully paid and royalty-free perpetual license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Company Works and Company Inventions in any medium or format, whether now known or later developed.

- 4.6 Waiver of Claims for Infringement. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for ownership and/or infringement of any Proprietary Rights assigned hereunder to the Company.
- 5. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.
- 6. ADDITIONAL ACTIVITIES. Company agrees that during the period of my employment with the Company, I may engage in additional employment or business activities, but only so long as such additional activities do not compete with any eBay Company's business or technology, and do not relate to any function I perform for the Company (collectively "Permitted Additional Activities"). Company agrees that I shall retain all proprietary rights in and to any inventions and/or work product made or created by me while performing any Permitted Additional Activity. I agree that for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I will not induce any employee of the Company to leave the employ of the Company.
- 7. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
- 8. RETURN OF COMPANY DOCUMENTS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any

other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of any eBay Company. I further agree that any property situated on the premises of any eBay Company and owned by that Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of that Company at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

- 9. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the eBay Companies, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.
- 10. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.
- 11. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

12. GENERAL PROVISIONS.

- 12.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Santa Clara County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.
- 12.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or

unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

- 12.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- 12.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 12.5 Employment. I agree and understand that my employment with the Company is "at will" and that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.
- 12.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
- Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final. complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes 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 and 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,

EXHIBIT A

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention 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 performed by you for the Company.

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

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the 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 th	nis notifica	tion.	/
F	Ву:	HILL	NGUYEN
	(Pri	NTED NAME OF EMPLOY	EE)
I	Date:	10/1/2	00 Z
Witnessed by:			
Mizara Lician			
(PRINTED NAME OF REPRESENTATIVE)			

Ехнівіт В

TO:	The Company		
FROM:	HILL NGUYE	EN	
DATE:	10/1/03	-	
SUBJECT:	Prior Inventions		
relevant to the employ me (t	e subject matter of my employ	yment by eBay Inc. or an en made or conceived or i	plete list of all inventions or improvements y of its direct or indirect subsidiaries which may first reduced to practice by me alone or jointly
Ø	No inventions or improveme	ents.	
	See below:		
	, ale,		
☐ Additi	onal sheets attached,		
respect to inv		erally listed below, the pr	the disclosure under Section 1 above with oppietary rights and duty of confidentiality with
Inve	ntion or Improvement	Party(ies)	Relationship
1			
2			
3.			
 Additi	onal sheets attached.		

Last Updated 11/20/02