#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Joonsuk Kim	08/28/2000

#### **RECEIVING PARTY DATA**

Name:	BROADCOM CORPORATION
Street Address:	5300 CALIFORNIA AVENUE
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92617

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13875907	

#### **CORRESPONDENCE DATA**

**Fax Number**: 8887629304

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

Phone: 8172665717

Email: DWATSON@TEXASPATENTS.COM

Correspondent Name: GARLICK & MARKISON

Address Line 1: P. O. Box 160727

Address Line 4: AUSTIN, TEXAS 78716-0727

ATTORNEY DOCKET NUMBER:	BP30977	
NAME OF SUBMITTER:	Bruce E. Stuckman, Ph.D.	
Signature:	/Bruce E. Stuckman, Ph.D./	
Date:	05/14/2013	

Total Attachments: 18

source=BP30977 ASSMT exec#page1.tif

PATENT REEL: 030411 FRAME: 0608 OF \$40.00 138/590/

source=BP30977 ASSMT exec#page2.tif source=BP30977 ASSMT exec#page3.tif source=BP30977 ASSMT exec#page4.tif source=BP30977 ASSMT exec#page5.tif source=BP30977 ASSMT exec#page6.tif source=BP30977 ASSMT exec#page7.tif source=BP30977 ASSMT exec#page8.tif source=BP30977 ASSMT exec#page9.tif source=BP30977 ASSMT exec#page10.tif source=BP30977 ASSMT exec#page11.tif source=BP30977 ASSMT exec#page12.tif source=BP30977 ASSMT exec#page13.tif source=BP30977 ASSMT exec#page14.tif source=BP30977 ASSMT exec#page15.tif source=BP30977 ASSMT exec#page16.tif source=BP30977 ASSMT exec#page17.tif source=BP30977 ASSMT exec#page18.tif

Application No.:	13/875,907	****
Filing Date:	May 2, 2013	
Patent No.:		
Issue Date:		

#### ASSIGNMENT

WHEREAS, the undersigned inventor(s), hereinafter called the "Assignors", have invented a new and useful invention entitled:

# COMMUNICATION DEVICE WITH PHASE/ANGLE TRANSFORMATION AND METHODS FOR USE THEREWITH

for which reference a full description is here made in an application for Letters Patent of the United States filed herewith or that was filed with the United States Patent and Trademark Office on the <u>2nd</u> day of <u>May</u>, <u>2013</u>. The Assignors believe himself/herself/themselves to be the original inventor(s) of the invention disclosed and claimed in the application for Letters Patent.

WHEREAS, The entity identified immediately below having a principal office and place of business as identified, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

Broadcom Corporation, a California Corporation 5300 California Avenue Irvine, CA 92617

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above identified, any and all provisional patent applications from which the application claims priority, and all Letters Patents that may issue for the said invention, and all divisional, reissues, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

**FURTHER**, be it known that the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention. Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection with any and all domestic and foreign patent applications identified herein or related to such identified patent applications in respective prosecution thereof and/or to perfect such patent rights.

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and

Inventor(s):

Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this Assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, and facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

The United States Patent and Trademark Office is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignors have hereunto set their hands on the date indicated below. The undersigned hereby authorizes and requests the attorneys and/or agents of record in the application above identified, and in, to and under Letters Patent which may be obtained for said invention, to insert in this assignment the filing date and serial number of said application (and/or issue date and patent number of said corresponding Letters Patent) when officially known, if applicable.

Joonsuk Kim	Date	Date
	Date	Date
	Date	Date
	Date	Date
		Date

State of California	ss.
County of Ovange	
I, Hwa Lee  Name of Custodian of Original Document	hereby swear (or affirm) that the attached reproduction
of Invention Assignment Agure	ment - Tounsuk Kim is a true, correct and complete
	photocopy of a document in my possession.  Living Companies of Original Document  5300 California for Irvine, CA 90017  Address  Subscribed and sworn to (or affirmed) before me on
REBECCA HERRING Commission # 1872567 Notary Public - California Orange County My Comm. Expires Dec 5, 2013	this 17 day of 1901 Month 2013, by  HWALLE  Name of Custodian of Original Document  personally known to me  Sproved to me on the basis of satisfactory evidence to be the person who appeared before me.
Place Notary Seat Above	Signature of Noting Public
Though the information in this section is no document and could prevant fraudulen	OPTIONAL of required by law, it may prove valuable to persons relying on the literonal and realtachment of this form to another document.
Description of Attached Document Copy	
Title or Type of Document:	
Document Date:	Identifying No.:No. of Pages:
Signer(s) or Issuing Agency:	
Capacity Claimed by Custodian `	**************************************
☐ Individual ☐ Attomey ☐ Trustee ☐ Corporate Officer — Title:	Business Proprietor or Manager  Top of thumb hers
☐ University or School Officer — Title:	
☐ Governmental Officer or Agent — Title:	·
Other:	
Custodian Is Representing:	

CALIFORNIA COPY CERTIFICATION BY DOCUMENT CUSTODIAN

© 2004 National Notary Association + 9350 De Soto Ave., P.O. Box 2402 + Chatsworth, CA 91313-2402 Prod. No. 5811 Recreter: Call 164-Free 1-800-875-8827

**REEL: 030411 FRAME: 0612** 

STATEMENT REGARDING CONFIDENTIALITY

AND INVENTION ASSIGNMENT AGREEMENT

Attached to this statement is your Confidentiality and Invention Assignment Agreement

("Agreement") with Broadcom Corporation (the "Company").

Please take your time to review the Agreement carefully. The Agreement contains

material restrictions on your right to disclose or use, during or subsequent to your employment,

information learned or developed by you during your employment.

The Company considers this Agreement to be vitally important to the protection of its

business. The Company intends to enforce the terms of the Agreement and to seek appropriate

injunctions or restraining orders, as well as money damages, should you violate the Agreement.

If you have any questions concerning the Agreement, you may wish to consult an

attorney. The employees and agents of the Company are not authorized to, and will not give you

legal advice concerning the Agreement.

If you have read and understand the Agreement, and if you agree to its terms and

conditions, please return a fully executed copy thereof to the Company, retaining one copy for

yourself.

Reviewed and Understood.

Dated: 8/28/2000

(Signature of Employee)

(Print Name of Employee)

# CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

THIS	CONFIDENTIALITY	AND	INVENTION	ASSIG	GNMENT .	AGREEMENT
("A anagmant"	Vic entered into on	8/28	, 2	:0 <u>0</u> 2,	between	Broadcom
Corporation (t	he "Company") and	Joonsul	s Kim		("Employee"	").

In consideration of Employee's employment by the Company and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

### Part 1. Effectiveness

This Agreement shall become effective on the earlier of (1) the commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined in Section 2.1 below) was or is first disclosed to Employee.

# Part 2. Protection of Company's Confidential Information; Noncompetition

2.1 Confidential Information. The Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as ("Confidential Information"). The Company has and will also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Company performs services or from whom the Company or Employee obtains information). Confidential Information includes not only information disclosed by the Company or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 4.1 below). Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure is or could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitations, Confidential Information includes any and all

information concerning teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer supplier identities, characteristics and agreements.

- 2.2 Protection of Confidential Information. Employee agrees that at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make use of the Confidential Information of the Company or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's principal place of business at 16215 Alton Parkway, Irvine, CA 92618, or such other place of business specified by the Company, without prior written approval of the President of the Company (the "President"). In the event that Employee desires to publish the results of his or her work for the Company through literature or speeches, Employee agrees to submit such literature or speeches to the President at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be highly prejudicial to the interests of the Company or its Clients, or whether disclosure may constitute an invasion of their privacy. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the President. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.
- 2.3 Noncompetition During Employment. Except with the express prior written consent of the President, Employee agrees that he or she will not, during the period of his or her employment with the Company; (1) engage in any employment or activity other than for the Company in any business in which the Company is engaged or contemplates engaging; (2) induce any other employee of or consultant to the Company to engage in any such employment

or activity; or (3) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

## Part 3. Prior Knowledge and Relationships

- Agreement, Employee does not know anything about the Company's Confidential Information, other than the information he or she has learned from the Company. Employee has also disclosed on Schedule A, a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.
- 3.2 Prior Commitments. Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement.
- 3.3 Proprietary Information or Trade Secrets of Others. Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and Confidential Information belonging to all prior employers.

## Part 4. Assignment of Employee Inventions

4.1 Disclosure. Employee will promptly disclose in writing, to the Company, all discoveries, developments, designs, ideas, improvements, inventions, formulas, programs, devices, processes, techniques, know-how, data and original materials, (whether or not patentable or registerable, under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company, (all of the foregoing are referred to in this Agreement as "Inventions"). As used herein, the term Inventions shall include, without limitation, all notes, records, specifications, flow charts and documentation relating to the Inventions.

- Assignment of Inventions. Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee irrevocably assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions, including, without limitation, copyright, trademark, trade secret, patent and mask work right. Employee acknowledges and agrees that no rights relating to any Invention are reserved to Employee. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence or effect the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any Invention that qualifies under California Labor Code §2870, which section is reproduced in the Written Notification to Employee attached to this Agreement as Schedule B.
- 4.3 Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-infact, to act for and in his or her behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

## Part 5. Termination of Employment

5.1 Delivery of Documents and Data on Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign the Termination Certification attached to this

Agreement as Schedule C. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or Clients. Employee recognizes that the unauthorized taking of any of the Company's trade secrets is a crime under California Penal Code §499(c) and is punishable by imprisonment in a state prison or in a county jail for a time not exceeding one year, or by a fine not exceeding five thousand dollars (\$5,000), or by both such fine and such imprisonment. Employee further recognizes that such unauthorized taking of the Company's trade secrets could also result in civil liability under California's Uniform Trade Secrets Act (Civil Code §\$3426-3426.1), and that willful misappropriation may result in an award against Employee for triple the amount of the Company's damages and the Company's attorneys' fees in collecting such damages.

5.2 Obligations of Employee After Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of Confidential Information and Inventions of the Company and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company or its Clients any Confidential Information or Invention. Employee further agrees that for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

#### Part 6. Additional Provisions

- 6.1 Injunction Relief. Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.
- 6.2 Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

б

- 6.3 Understanding. Employee acknowledges and agrees that the protections set forth in this agreement are a material condition to his or her employment with and compensation by the Company.
- 6.4 Amendment and Binding Effect. This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.
- 6.5 Governing Law. This Agreement shall be governed by the laws of the State of California.
- 6.6 Entire Understanding. This Agreement expresses the entire understanding of the parties about the described subject matter.
- 6.7 Cumulative Remedies. Each and all of the several 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 right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee 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 the Company or any right 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.
- 6.8 Severability. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted to as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

6.9 Employment at Will. Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Agreement shall limit or otherwise alter the foregoing.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING LABOR CODE §2870.

Dated: 8/28/2000	Toursel X
	(Signature of Employee)
Address for Notifications	
Joonsuk Kim	
(Name of Employee)	
94 Escondido Village APT#I (Street Address)	
Stanford, CA 94305 (City, State, Zip Code)	
Dated: 8/28/2000	
	BROADCOM CORPORATION .
	A California corporation
	By: Mylager

# SCHEDULE A. EMPLOYEE STATEMENT

1. Confidential Information. Except to	as set forth below, I acknowledge at this time that
know nothing about the business or Confident	ential Information or Inventions of the Company or its
Clients, except information that has been di	sclosed to me by the Company or its Clients (if none
so state): (specify information known about	
Nov	7e
	· · · · · · · · · · · · · · · · · · ·
2. Prior Inventions. Except as set forti	h below, I acknowledge at this time that I have not
	ntly with others) any inventions (if none, so state);
(specify inventions)	, , , , , , , , , , , , , , , , , , , ,
Von	
current or prior agreements, relationships,	set forth below, I acknowledge that I have no other or commitments that conflict with my relationship
	and Inventions Assignment Agreement (if none, so
state): (specify inventions)	
<del></del>	
- $/$ $/$ $/$	7.2
8601	
Dated: 8/28/2000	_
	$\mathcal{L}$
	Towns 9
	(Signature of Employee)
	Joonsuk Kim
	(Print Name of Employee)
	( a series a sample of mostable of for

# SCHEDULE A. EMPLOYEE STATEMENT

	cept as set forth below, I acknowledge at this time that I onfidential Information or Inventions of the Company or its
Clients, except information that has be so state): (specify information known	en disclosed to me by the Company or its Clients (if none, about the Company or its Clients)
	forth below, I acknowledge at this time that I have not r jointly with others) any inventions (if none, so state):
current or prior agreements, relationsh	ot as set forth below, I acknowledge that I have no other ips, or commitments that conflict with my relationship iality and Inventions Assignment Agreement (if none, so
Dated: 8/28/2000	J 1 2/
	(Signature of Employee)  Joonsuk Kim
	(Print Name of Employee)

SCHEDULE B. WRITTEN NOTIFICATION TO EMPLOYEE

In accordance with California Labor Code §2872, you are hereby notified that your

Confidentiality and Inventions Assignment Agreement does not require you to assign the

Company any Invention for which no equipment, supplies, facility or trade secret information of

the Company was used and that was developed entirely on your own time, and does not relate to

the business of the Company or to the Company's actual or demonstrably anticipated research or

development, or does not result from any work performed by you for the Company.

Following is the text of California Labor Code §2870:

"(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 the assigned under subdivision

(a), the provision is against the public policy of its state and is unenforceable."

I hereby acknowledge receipt of this written notification.

Dated: 8/28 /2000

(Signature of Employee)

REEL: 030411 FRAME: 0623

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

## COMPANY COMPLAINT PROCEDURE

Both as a matter of law and common decency, each employee of the Company is entitled to pursue his or her employment free of discrimination and harassment based on sex, race, color, national origin, ancestry, citizenship, sexual orientation, religion, age, physical or mental disability, medical condition or marital status. Accordingly, discrimination and harassment of any employee, by a co-worker or by a member of management, will not be tolerated. Violation of the Company's Equal Employment Opportunity Policy or Harassment Policy will result in discipline, up to and including termination.

Any employee who believes that he or she is the subject of harassment or discrimination on any of the basis enumerated above, or who has observed actual or perceived harassment or discrimination, should contact Nancy Tullos or Bill Ruehle by telephone or in person, and set for the particulars in a confidential memorandum to either of them. The Company will investigate and take such action as appears to be warranted under the circumstances.

## AGENCY COMPLAINT PROCEDURE

Both state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an employee believes that s/he has been harmed by an unlawful discriminatory practice, and is not satisfied with the Company's response to the problem, s/he may file a written complaint with either of these agencies. For the State of California, the agency is the Department of Fair Employment & Housing ("DFEH"); the federal agency is the U.S. Equal Employment Opportunity Commission ("EEOC"). The address and telephone number of the DFEH office and local EEOC office can be found, respectively, among the state and federal government office listings in the telephone book.

The EEOC or DFEH will contact the Company, ask for an explanation of the Company's position and investigate the complaint. If, after an investigation and/or hearing, either of these agencies find that unlawful discrimination has occurred, the injured employee may, depending upon the circumstances, be entitled to pay or other relief.

Employees are protected by law and Company policy from retaliation by anyone for opposing unlawful discriminatory practices, filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceeding conducted by either of these agencies.

# BROADCOM EEO/HARASSMENT POLICY Restated March 1997

# EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the Company's policy to make all employment decisions without unlawful regard or consideration for any individual's race, color, religion, sex, age, national origin, ancestry, citizenship, sexual orientation, physical or mental disability, medical condition or martial status. It is the responsibility of every employee to ensure that discrimination or harassment on any of these unpermitted basis does not occur in the workplace.

Nancy Tullos, Vice President Human Resources, is the Company's EEO Officer and is responsible for the implementation of this Policy. Any questions, concerns or complaints regarding this policy should be directed to Nancy Tullos or Bill Ruehle.

## HARASSMENT POLICY

Harassment in employment on the basis of sex, race, color, national origin, ancestry citizenship, sexual orientation, religion, age, physical or mental disability, medical condition or marital status is unlawful under federal and state law.

Unlawful harassment in employment may take many different forms such as:

- Verbal conduct such as epithets, derogatory comments, slurs or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings or gestures;
- <u>Physical conduct</u> such as assault, blocking normal movement, restraint, touching or other physical interference with work directed at an individual;
- Threats and demands to submit to certain non-work-related conduct or perform certain non-work-related actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee report harassment or discrimination.

Sexual harassment under these laws includes unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature when:

• Submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment,



Phone: 949-450-8700 Fax: 949-450-8710

## ACKNOWLEDGEMENT OF INSIDER TRADING AND **UNAUTHORIZED DISCLOSURES POLICY**

Attached to this statement is the Broadcom Corporation (the "Company") Policy ("Policy") on Insider Trading and Unauthorized Disclosures.

Please take your time to review the Policy carefully. The Policy contains important information about buying and selling the Company's securities and the risks and penalties of violating Company policy and federal securities laws.

It is Company policy to cooperate fully with the Securities and Exchange Commission (SEC) and other governmental and regulatory authorities in investigating possible violations by employees and others of applicable laws and regulations. If appropriate, the Company will assist authorities in the prosecution of persons who engage in illegal conduct.

If you have questions concerning this Policy, you may wish to consult an attorney, the Company's Chief Financial Officer, and/or the Company's General Counsel.

If you have read and understand the Policy, and if you agree to its terms and conditions, please return a fully executed copy thereof to Human Resources, retaining one copy for yourself.

Reviewed and Understood:

(Signature of Employee)

Dated: 8/28/2000

Joonsuk

(Print Name of Employee)

Please sign and date that you have read and understand the Broadcom EEO/Harassment Policy. Please forward this page to the Human Resources Department.

Toonsuk Print Name

Signature

8/28/2000

Date

Revised: 7/16/98 C:\HR Issues

> PATENT REEL: 030411 FRAME: 0627

**RECORDED: 05/14/2013**