

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Sukhbir Sidhu</td> <td>03/25/2008</td> </tr> <tr> <td>Eric Tams</td> <td>03/25/2008</td> </tr> </tbody> </table>		Name	Execution Date	Sukhbir Sidhu	03/25/2008	Eric Tams	03/25/2008				
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Eric Tams	03/25/2008										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>PopCap Games, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2401 4th Avenue, Suite 810</td> </tr> <tr> <td>City:</td> <td>Seattle</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98121</td> </tr> </table>		Name:	PopCap Games, Inc.	Street Address:	2401 4th Avenue, Suite 810	City:	Seattle	State/Country:	WASHINGTON	Postal Code:	98121
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13779582</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13779582						
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CORRESPONDENCE DATA											
<p>Fax Number: 2063597198  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (206)359-8000        Email: assignmentconfirmations@perkinscoie.com        Correspondent Name: Perkins Coie LLP        Address Line 1: P.O. Box 1247        Address Line 2: Patent - SEA        Address Line 4: Seattle, WASHINGTON 98111-1247</p>											
ATTORNEY DOCKET NUMBER:	63250-8001US3										
NAME OF SUBMITTER:	JiYoung Anderson										
Signature:	/JYA/										
Date:	09/20/2013										

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**Total Attachments: 9**

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## **ASSIGNMENT BY INVENTORS**

This Assignment is by Sukhbir Sidhu; Brian Rothstein; and Eric Tams (the "Assignors"), residing at 500 Wall Street, #314, Seattle, Washington 98121; 102 North 42nd Street, Seattle, Washington 98103; and 123A - 21st Avenue E., Seattle, Washington 98112, respectively. The Assignors have invented one or more certain inventions (the "Invention(s)") described in a Patent application for Letters Patent of the United States entitled **ELECTRONIC GAME, SUCH AS A COMPUTER GAME INVOLVING REMOVING PEGS** (the "Application"), already filed on February 1, 2008 as U.S. Application No. 12/024,604.

PopCap Games, Inc., a Corporation of Washington having its principal place of business at 2401 4th Avenue, Suite 810, Seattle, Washington 98121 ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

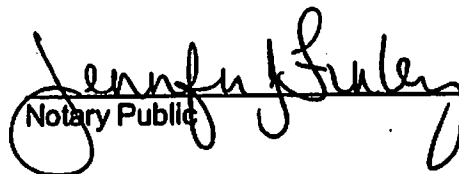
For valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignors warrant that Assignors own the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

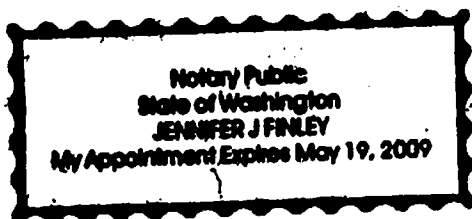
  
Sukhbir Sidhu

Date: 3-25-08

United States of America )  
State of Washington ) ss.:  
County of King )

On this 25<sup>th</sup> day of March, 2008, before me  
personally came Sukhbir Sidhu, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

  
Notary Public



\_\_\_\_\_  
Brian Rothstein

Date: \_\_\_\_\_

United States of America )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me  
personally came Brian Rothstein, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

\_\_\_\_\_  
Notary Public

Eric Tams

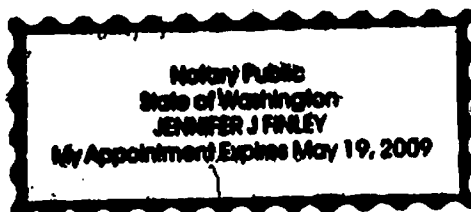
Eric Tams

Date: 3-25-08

United States of America )  
State of Washington ) ss.:  
County of King )

On this 25<sup>th</sup> day of March, 2008, before me  
personally came Eric Tams, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Jennifer Finley  
Notary Public



## EMPLOYEE INNOVATIONS AND PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

In return for my new or continued employment by PopCap Games, Inc. ("Company") and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge and agree that:

1. **Duties.** As an employee of Company, and in consideration of the compensation now and hereafter paid to me, I will perform such duties for Company as may be designated by Company from time to time. During my period of employment, I will devote my best efforts to the interests of Company and will not engage in employment or other activities determined by Company to be detrimental to the best interests of Company and Company's business. Company's business means the creation, development, licensing and distribution of single and multiplayer entertainment content (the "Business").
2. **Proprietary Information.** At all times during my employment and thereafter I will not disclose to anyone outside Company or use for any purpose other than work for Company any of the following types of information: (a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Company, including, without limitation, information related to concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, source documentation, trade secrets, formulae, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans and information, customers and suppliers, or any other nonpublic information which has commercial value; (b) any information that Company has received from others which Company is obligated to treat as confidential or proprietary; or (c) any confidential or proprietary information which is circulated within Company via its internal electronic mail system or otherwise. All information described above in this section shall be considered "Proprietary Information", and shall be the sole property of Company, Company's assigns, and Company's customers. I will not disclose any Proprietary Information to anyone inside Company except on a "need-to-know" basis. If I have any questions as to what constitutes Proprietary Information, or to whom, if anyone, inside Company, it may be disclosed, I will consult with my manager at Company.
3. **Proprietary Information of Third Parties.** During my employment at Company, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities. I will not bring onto the premises of Company any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given prior consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.
4. **Assignment of Innovations.** I will make prompt and full disclosure to Company, will hold in trust for the sole benefit of Company, and will assign exclusively to Company all my right, title and interest in and to any and all innovations, discoveries, designs, developments, improvements, copyrightable material and trade secrets (collectively, "Innovations") that I, solely or jointly, may conceive, develop or reduce to practice during the period of time I am

employed by Company (a "Company Innovation"). To the extent any of the rights, title and interest in any Company Innovation cannot be assigned by me to Company, I hereby grant to Company an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such rights, title and interest. Finally, to the extent any of the rights, title and interest can be neither assigned nor licensed, I hereby irrevocably waive and agree never to assert such rights, title and interest against Company or any of Company's successors-in-interest to such rights.

Furthermore, if I am connected with the development, content or production of Company innovations using my name, voice, photograph, likenesses, works, services and materials, I authorized the use of my name, voice, photograph, likenesses, performances, and biographical data in Company innovations and in connection with the exercise of the Company's rights therein.

I understand that my obligation to assign, license or waive a claim with respect to any Innovation must comply with the requirements of RCW 49.44.140. Pursuant to this Washington statute, this Section 4 (Assignment of Innovations) does not apply to and I do not assign my rights to any Innovation (whether a Company Innovation or otherwise) when I can prove that:

4.1 I developed the Innovation entirely on my own time;

4.2 I did not use Company equipment, supplies, facilities, or trade secret information in its development;

4.3 The Innovation does not relate (a) directly to the Business of Company, or (b) to the actual or demonstrably anticipated research or development of Company; and

4.4 The Innovation does not result from any work performed by me for Company.

This Section 4 (Assignment of Innovations) shall be construed to apply to all Company Innovations with which I am involved from this date forward, as well as all Company Innovations with which I have been involved since my employment with Company began.

5. Disclosure of Prior Innovations. Exhibit A ("Prior Innovations"), which is attached hereto and incorporated by this reference, is a list describing all Innovations belonging to me and made by me prior to my employment with Company that I wish to have excluded from this Agreement ("Prior Innovations"). If there is no list on Exhibit A, I represent that there are no Prior Innovations. If, in the course of my employment at Company, I use or incorporate into a Company product, process, or machine an Innovation owned by me or in which I have an interest, Company is hereby granted and shall have an exclusive, perpetual, royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Innovation without restriction as to the extent of my ownership or interest. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Innovation owned by me into any Company Innovation without Company's prior written consent.

6. Cooperation. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical



incapacity or for any other reason whatsoever, Company is unable to secure my signature to apply for or to pursue any application process concerning Innovations assigned to Company as stated above, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for me and on my behalf, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of all appropriate procedures thereon with the same legal force and effect as if executed by me. I will testify at Company's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

7. Employment at Will. I acknowledge that my employment will be of indefinite duration and that either Company or I will be free to terminate my employment at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of Company. I further acknowledge that the terms and conditions of this Agreement shall survive termination of my employment.

8. Return of Materials. Upon termination of my employment, or at any time at Company's request before termination, I will promptly (but no later than five (5) days after the earlier of the termination of my employment or Company's request) return to Company all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary, technical or business information, as well as any keys, pass cards, identification cards or other property belonging to Company. I will submit a written certification of my compliance with my obligations under this Section 8 (Return of Materials) at the same time.

9. Non-solicitation.

9.1 Non-solicitation of Customers or Prospects. I acknowledge that information about Company's customers is confidential and constitutes trade secrets. Accordingly, I agree that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, I will not, either directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Company's relationship with any of its customers or customer prospects by soliciting or encouraging others to solicit any of them for the purpose of diverting or taking away business from Company.

9.2 Non-solicitation of Company's Employees. I agree that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, I will not, either directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Company's business by soliciting, encouraging or attempting to hire any of Company's employees or causing others to solicit or encourage any of Company's employees to discontinue their employment with Company.

10. No Violation of Rights of Third Parties. I warrant that my performance of all the terms of this Agreement and my employment with Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company. I agree not to disclose to Company, or induce Company

to use, any confidential or proprietary information or material belonging to any previous employers or others. I warrant that I am not a party to any other agreement that will interfere with my full compliance with this Agreement. I further agree not to enter into any agreement, whether written or oral, that conflicts with the provisions of this Agreement.

11. Injunctive Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to Company, and Company shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, in addition to all other equitable and legal remedies.

12. Arbitration. In the event of any dispute or claim solely related to or arising out of the termination of my employment with Company for any reason (including, but not limited to, any claims for breach of contract, wrongful termination, or age, sex, race, national origin, disability or other discrimination or harassment), I agree that all such disputes will be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association in King County, Washington. I hereby waive my right to have such disputes or claims tried by a judge or jury and acknowledge and agree that I have had an opportunity to consult with my attorney with respect to the waiver of this right. I acknowledge and agree that this arbitration provision will not apply to any claims by Company and me arising out of or related to Proprietary Information, Innovations and other intellectual property rights. This section will not limit the right of Company to obtain injunctive relief in accordance with the provisions of this Agreement before, after or during the pendency of any arbitration.

13. General Provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to any conflict of laws principles to the contrary. Venue for any disputes arising under this Agreement will lie exclusively in the state or federal courts located in King County, Washington. The parties irrevocably waive any right to raise *forum non conveniens* or any other argument that King County, Washington is not the proper venue, and irrevocably consent to personal jurisdiction in the state and federal courts of Washington. If a court of competent jurisdiction declares any provision of this Agreement to be void or unenforceable, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render it valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or enforceability will not affect any other provision of this Agreement or any other agreement between Company and me. Any waiver of any term or provision of this Agreement shall be effected only by written agreement between Company and myself. No such waiver or consent by Company of a breach by me will constitute a waiver of or consent to any subsequent breach unless that is explicitly stated. Any notice required or permitted by this Agreement shall be made in writing, and shall be delivered either personally, by certified or registered mail, or shall be left at the recipient's usual place of abode with a person of suitable age and discretion who resides there. This Agreement, together with Exhibit A, my offer letter from Company, and stock option agreement, if any, sets forth the entire understanding between the parties with respect to their subject matter and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, whether oral or written.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed  
my name this \_\_\_\_\_ day of February, 2003.

Brian Rothstein

Signature

Brian Rothstein

Name (Print)

Innovations listed on attached:

     Yes      No

\_\_\_\_\_  
Company Witness