

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2587253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PETER CIUREA	03/01/2000
RECEIVING PARTY DATA	
Name:	VISA INTERNATIONAL SERVICE ASSOCIATION
Street Address:	P.O. BOX 8999
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94128-8999
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13914121
CORRESPONDENCE DATA	
Fax Number:	
Email:	suim@gtlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GREENBERG TRAURIG LLP
Address Line 1:	77 WEST WACKER DRIVE, SUITE 3100
Address Line 2:	INTELLECTUAL PROPERTY DEPARTMENT
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	119945-222901/US
NAME OF SUBMITTER:	MENG SUI
Signature:	/Meng Sui/
Date:	10/22/2013
Total Attachments: 3 source=Peter Ciurea PIA#page1.tif source=Peter Ciurea PIA#page2.tif source=Peter Ciurea PIA#page3.tif	

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# Proprietary Information Agreement

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As an employee of VISA International Service Association or VISA U.S.A. Inc., its subsidiaries, parent company or affiliates (together, the "Company"), and in consideration of the compensation paid to me, I agree to the following:

## Maintaining Confidential Information

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### COMPANY AND THIRD PARTY INFORMATION

As an employee of the Company, I understand that I will have access to a wide range of confidential information that is valuable to the Company, its affiliates (including Visa Group and National Members), and third parties, such as the Company's clients, joint ventures, consultants, and licensees.

*Confidential information includes trade secrets, knowledge, data, or other proprietary information relating to products, processes, know how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists and business plans, as well as Member cardholder or customer information and financial information.*

During my employment with the Company and thereafter, I agree to keep such information confidential unless the Company agrees otherwise, in writing. I will not use confidential information, except for the benefit of the Company, nor disclose it to any person, firm, or corporation.

I also agree to keep information belonging to third parties confidential, and will only use it to carry out work based on the Company's agreement with the third party.

### FORMER EMPLOYER INFORMATION

I will not use, disclose to the Company, nor induce the Company to use any confidential information belonging to a previous employer or other person.

I confirm that the Company has not asked or encouraged me to disclose confidential information belonging to a previous employer or other person.

I represent that my signature on this Agreement, and my status as an employee of the Company, does not and will not breach any prior confidentiality agreements I have signed. I will not enter into any written or oral agreement that conflicts with the provisions of this paragraph. I agree to indemnify, defend, and hold the Company harmless from losses or claims arising from any breach of my obligations in this paragraph.

## Assigning and Retaining Intellectual Property

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### INTELLECTUAL PROPERTY ASSIGNED TO THE COMPANY

During my employment with the Company, I recognize that I may solely or jointly conceive, develop, or reduce to practice a wide range of intellectual properties. I hereby assign all my right, title, and interest to such intellectual properties to the Company. I waive and quitclaim to the Company any and all claims which I now or may have for infringement of any intellectual property rights assigned to the Company.

*Intellectual properties may include inventions, original works of authorship, developments, improvements, or trade secrets*

## **INVENTIONS**

I understand that any invention that meets all of the following criteria is exempted from this agreement by Section 2870 of the California Labor Code.

- ◆ It was developed entirely on my own time.
- ◆ No equipment, supplies, facility, or trade secret of the Company was used in its development.
- ◆ At the time of its conception or reduction to practice, it did not relate to the Company's business nor to the Company's actual or demonstrably anticipated research and development.
- ◆ It did not result from any work I performed for the Company.

I will advise the Company promptly, in writing, of any invention I believe meets the above criteria and provide evidence to substantiate that belief.

I understand that the Company agrees not to disclose, without my consent, any confidential information I provide relating to inventions that qualify under the provisions of Section 2870 of the California Labor Code.

## **WORKS OF AUTHORSHIP**

I understand that original works of authorship made by me (solely or jointly) within the scope of my employment that are protectable by copyright are "works made for hire," as defined in the United States Copyright Act (17 USCA Section 101).

## **PATENT AND COPYRIGHT REGISTRATIONS**

As requested by the Company, I agree to assist in obtaining United States and/or foreign patent and copyright registrations for intellectual properties developed by me (solely or jointly) during my employment with the Company. My agreement to assist continues, even if my employment relationship with the Company ends, in which case I understand that I may be compensated at a reasonable rate for time spent on such assistance.

If mental or physical incapacity, or any other reason, prevents me from signing documents or otherwise providing the cooperation needed to obtain patent or copyright registrations, I designate the Company to act in my behalf to perform all acts needed to secure such registrations.

## No Conflicting Employee Obligations

I am not a party to any written or oral employment agreement, non-competition agreement, or other contract that:

- ◆ prohibits my employment with the Company
- ◆ conflicts with my obligations to use my best efforts to promote the Company's interests; or
- ◆ conflicts with the business conducted and/or proposed to be conducted by the Company.

I agree not to enter into any agreement, written or oral, that conflicts with the provisions of this paragraph. I agree to indemnify, defend, and hold the Company harmless from any losses or claims arising from any breach of my obligations in this paragraph.

## Returning Company Documents

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I agree that when I leave the Company's employment, I will not keep nor give any person, firm, or corporation documents belonging to the Company.

*Company documents include devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any of these items.*

## NON-SOLICITATION

I recognize that the Company expends substantial time, effort, and expense in assembling its staff. Therefore, for a period of eighteen (18) months following termination of my employment with the Company, I agree not to solicit Company employees for employment by me or a business with which I am affiliated; nor urge them or cause them to be solicited to leave the Company.

## General Provisions

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### CALIFORNIA LAW

This Agreement is governed by the laws of the State of California.

### ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. I understand that:

- ◆ No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.
- ◆ Nothing in this Agreement implies any continued right to employment.

### SEVERABILITY AND WAIVER

If one or more of the provisions of this Agreement are deemed void by law, the remaining provisions continue in full force and effect.

If the Company waives any breach of any provision of this Agreement, it will not act as or be interpreted as a waiver of any other or subsequent breach.

### SUCCESSORS AND ASSIGNS

This Agreement is binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

### AT-WILL EMPLOYMENT

I acknowledge that the Company and I are establishing an at will employment relationship. Continued employment is not an obligation on my part nor the Company's. Nothing in this Agreement nor in other Company documents I have signed shall interpret the relationship to be other than at will.

Date: 3/1/00

Signature: 

Peter Cinrea  
NAME OF EMPLOYEE (PRINTED)