

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2609398

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE ASSIGNMENT AGREEMENT WITH ASSIGNEE NAME CHANGE	
CONVEYING PARTY DATA		
Name		Execution Date
MICHAEL BELL		02/15/2001
RECEIVING PARTY DATA		
Name:	APPLE INC.	
Street Address:	1 INFINITE LOOP	
City:	CUPERTINO	
State/Country:	CALIFORNIA	
Postal Code:	95014	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8254902	
CORRESPONDENCE DATA		
Fax Number:		
Phone:	858-792-3404	
Email:	docketing@paradigmiplaw.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
Correspondent Name:	PARADIGM IP LAW, PC	
Address Line 1:	PO BOX 6375981	
Address Line 4:	RANCHO SANTA FE, CALIFORNIA 92067	
ATTORNEY DOCKET NUMBER:	27701-005853	
NAME OF SUBMITTER:	ROSS L. FRANKS	
Signature:	/Ross L. Franks/	
Date:	11/09/2013	
Total Attachments: 8		

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 REEL: 031610 FRAME: 0424

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source=P5853US1_27701-005853_2013-11-09_Assignment-2-MB-EAA-Apple-CoN#page8.tif

Bell, Michael A.
18881



The success of Apple Computer, Inc. in the high technology arena is largely attributable to the individual contributions of our employees. We depend on our employees to contribute fresh and innovative ideas and creations in every area of company operations including research and engineering, product development, manufacturing, marketing and service. The ideas and creations of our employees provide Apple with the resources to maintain a leading edge position in the marketplace. Many of these ideas and creations are trade secrets, patentable, copyrightable and company confidential.

Maintaining Apple's confidential information is the responsibility of every Apple employee. We all must work together to ensure that information that is proprietary, a trade secret or confidential is not disclosed to anyone outside the company.

Following is an agreement regarding proprietary rights and confidential information. The purpose of this agreement is to protect both Apple and our employees, and to avoid the harm resulting from unauthorized disclosure or misappropriation of confidential information.

Please read this document carefully so that you fully understand your rights and obligations which are addressed in this agreement. If you have any questions, please contact the Human Resources department.

A handwritten signature of John Sculley, written in dark ink, is positioned above a horizontal line.

John Sculley
Chairman, President and CEO

APPLE COMPUTER, INC.

PROPRIETARY RIGHTS AND INFORMATION AGREEMENT
FOR EMPLOYEES IN CALIFORNIA

This Agreement sets forth the understanding between you and Apple Computer, Inc. ("Apple") concerning any discoveries and inventions you may make in connection with your employment by Apple and your treatment of Apple's confidential and proprietary information. Apple has agreed to employ you or continue to employ you with the understanding and expectation that you agree to and will abide by the following terms and conditions:

1.0 INVENTIONS.

As used in this Agreement, the term "Inventions" means any and all inventions and discoveries, including improvements, original works of authorship, designs, formulas, processes, computer programs, databases, and trade secrets and related proprietary information and materials.

a. Your Rights In Inventions.

- (i) Previous Employee Inventions. In the space provided below, or on a separate sheet attached to this Agreement, you may list all Inventions: (a) that you made prior to your employment with Apple; and (b) that you claim belong to you or that you claim an interest in; and (c) that relate to Apple's business or proposed business and products; and (d) in which you wish to retain all claimed ownership rights ("Employee Inventions"). If you do list such Employee Inventions, you must have a director-level employee of your division at Apple countersign this Agreement in order to ensure that Apple has notice of the rights you claim in these Employee Inventions. If you have not listed any Employee Inventions, you acknowledge and agree that no such Employee Inventions exist. You understand that your listing of any Employee Inventions here does not constitute an acknowledgment by Apple of your ownership of such Employee Inventions.

Employee Inventions:

Title	Date	Identifying Number or Brief Description
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☐ (Check as applicable) I have attached a separate sheet listing Employee Inventions.

- (ii) Future Employee Inventions. Apple acknowledges and agrees as provided in Section 2870 of the California Labor Code^{*} that any Inventions: (a) that you develop entirely on your own time, and (b) that you developed without using Apple equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for Apple and (d) that do not relate to Apple's business, or to its actual or demonstrably anticipated research or development, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple.

^{*} §2870. Employment Agreements; assignment of rights. (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. (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 be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

b. Apple's Rights In Inventions.

- (i) Disclosure. You agree to make full written disclosure in confidence to Apple of any and all Inventions that you develop during or as the result of your employment at Apple.
- (ii) Assignment of Inventions to Apple. You agree that all Inventions that: (a) are developed using the equipment, supplies, facilities or trade secrets of Apple, (b) result from work performed by you for Apple, or (c) relate to the business, or actual or demonstrably anticipated research or development of Apple ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your rights in such Apple Inventions to Apple. In addition, you hereby transfer and assign any "moral" rights that you may have in any Apple Inventions under any copyright or other similar law, whether U.S. or foreign. You agree to waive and never to assert any such "moral" rights in Apple Inventions during or after the termination of your employment with Apple.

c. Protection of Apple Inventions.

You agree (at Apple's expense) to assist Apple in every proper way to obtain and to help Apple enforce patents, copyrights, and other legal protections for Apple Inventions in any and all countries. You agree to execute any documents that Apple may reasonably request for use in obtaining or enforcing such patents, copyrights and other legal protections. You acknowledge that all original works of authorship that are made by you (solely or jointly with others) within the scope of your employment at Apple, and that are protectable by copyright, are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. §101).

2.0. PROPRIETARY INFORMATION.

You understand that your employment with Apple creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to you by Apple or learned by you in the course of your duties at Apple, and that relates to: (i) the business of Apple or that of any of its subsidiaries, affiliates, customers, suppliers, or (ii) any confidential information of third parties disclosed to Apple. Such confidential and secret information includes information concerning Inventions, marketing plans, product plans, business strategies, financial information and forecasts, personnel information and customer lists and is referred to collectively in this Agreement as "Proprietary Information."

- a. Confidentiality of Proprietary Information. At all times, both during your employment by Apple and after its termination, you agree to keep all Proprietary Information in confidence and trust, and you will not use or disclose Proprietary Information without the written consent of Apple, except as may be necessary to perform your duties as an employee of Apple. Upon termination of your employment with Apple, you will promptly deliver to Apple all documents and materials of any kind pertaining to your work with Apple, and you will not take with you any documents, materials or copies thereof, whether on paper, magnetic or optical media or any other medium, containing any Proprietary Information.
- b. Information of Former Employer. You agree that during your employment at Apple you will not improperly use or disclose any confidential or proprietary information or trade secrets of your former employers.

3.0 NO CONFLICTING OBLIGATIONS.

- a. No Conflicting Employment. You agree that during the term of your employment at Apple you will not plan or engage in any other employment, occupation, consulting or other business activity directly related to the business in which Apple is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your employment obligations to Apple.

- b. No Conflicting Agreements. You represent to Apple that you have no other agreements or commitments that would hinder or prevent the full performance of your duties as an Apple employee or your obligations under this Agreement, and you agree not to enter into any such conflicting agreement during the term of your employment at Apple.
- c. Disclosure of Agreement. You hereby authorize Apple to notify others, including customers of Apple, and any future employers you may have, of the terms of this Agreement and your responsibilities under this Agreement.

4.0 NO IMPLIED EMPLOYMENT RIGHTS.

You understand and agree that this Agreement does not confer upon you any rights to continued employment by Apple that you would not otherwise have, nor does this Agreement obligate Apple to employ you for any specific period of time.

5.0 GENERAL PROVISIONS.

- a. Severability. If one or more of the provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- b. Governing Law. This agreement will be governed by the laws of the State of California, excluding that body of law concerning conflicts of law. Any litigation or dispute resolution between the parties relating to this Agreement will take place in Santa Clara County, California, and you and Apple each consent to the personal jurisdiction of and venue in the state and federal courts within that county.
- c. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between you and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an authorized representative of Apple. Any subsequent changes in your duties, salary or compensation will not affect the validity or scope of this Agreement.
- d. Successors and Assigns. This Agreement will be binding upon your heirs, executors, administrators and other legal representatives and will be for the benefit of Apple, its successors and assigns.

Michael A. Bell
Employee Signature

Michael A. Bell
Print Name

2/5/91
Date Signed

Director Countersignature (if required under Section 1 (a) (i)):

Signature

Print Name

Title

Date Signed

PLEASE MAKE AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

10/1/89

State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 3RD day of JANUARY, 1977, APPLE INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
January 10, 2007.



Debra Bowen

DEBRA BOWEN
Secretary of State

SAN

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 09 2007

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

CERTIFICATE OF OWNERSHIP**JAN 09 2007**

Peter L. Oppenheimer and Donald J. Rosenberg certify that:

1. They are the Senior Vice President and Chief Financial Officer, and Senior Vice President, General Counsel and Secretary, respectively, of Apple Computer, Inc., a California corporation (the "Corporation").
2. The Corporation owns all of the outstanding shares of Apple Inc., a California corporation ("Merger Sub").
3. The board of directors of the Corporation duly adopted the following resolution:

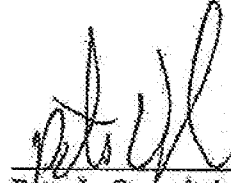
RESOLVED, that the Corporation merge Merger Sub, its wholly-owned subsidiary corporation, into itself and assume all its obligations pursuant to Section 1110 of the California Corporations Code; and

RESOLVED FURTHER, that Article I of the Corporation's Restated Articles of Incorporation, as amended, shall be amended in its entirety to read as follows:

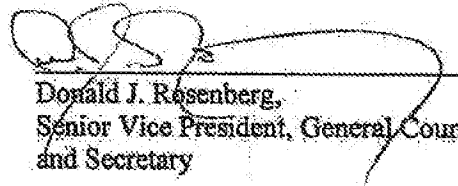
- I. The name of the corporation is Apple Inc.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: January 9, 2007



Peter L. Oppenheimer,
Senior Vice President and
Chief Financial Officer



Donald J. Rosenberg,
Senior Vice President, General Counsel
and Secretary

