

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2627953

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	NONDISCLOSURE AND ASSIGNMENT AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>MOHAMMED SAMMOUR</td> <td>10/23/2007</td> </tr> </tbody> </table>		Name	Execution Date	MOHAMMED SAMMOUR	10/23/2007								
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<table border="1"> <tr> <td>Name:</td> <td>INTERDIGITAL PATENT HOLDINGS, INC.</td> </tr> <tr> <td>Street Address:</td> <td>200 BELLEVUE PARKWAY</td> </tr> <tr> <td>Internal Address:</td> <td>SUITE 300</td> </tr> <tr> <td>City:</td> <td>WILMINGTON</td> </tr> <tr> <td>State/Country:</td> <td>DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td>19809</td> </tr> </table>		Name:	INTERDIGITAL PATENT HOLDINGS, INC.	Street Address:	200 BELLEVUE PARKWAY	Internal Address:	SUITE 300	City:	WILMINGTON	State/Country:	DELAWARE	Postal Code:	19809
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
Fax Number:	(215)558-5676												
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ATTORNEY DOCKET NUMBER:	ILTE_2-2150US02												
NAME OF SUBMITTER:	DIANA KANG												
Signature:	/dianakang/												
Date:	11/25/2013												

CH \$40.00 12536958

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Total Attachments: 10

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NON-DISCLOSURE AND ASSIGNMENT AGREEMENT

This Non-Disclosure and Assignment Agreement ("Agreement") is made effective as of October 15, 2007 between Mohammed Sammour, an individual residing at 2555 Modugno, Apt #705, Montreal, Qc, Canada ("Employee") and INTERDIGITAL CANADA LTEE, a Delaware corporation and wholly-owned subsidiary of InterDigital Communications, LLC, with its principal place of business at 1000 Sherbrooke Street West, 10th Floor, Montreal, Quebec H3A 3G4, Canada ("Employer").

WHEREAS, Employer and its Related Entities are engaged in multiple facets of the wireless communications industry including, but not limited to, research, development, marketing, manufacturing, and licensing technology and products (as such business of the Employer and its parent and subsidiaries changes from time to time, the "Business"). "Related Entities" shall include, but not be limited to, any and all past, present or future Affiliated Entities. "Affiliated Entities" shall be defined to include any other entity, which, directly or indirectly, controls, is controlled by or is under common control with the Employer; and

WHEREAS, Employer and its Related Entities own and continue to develop valuable Business and Confidential Information (as hereinafter defined); and

WHEREAS, Employer and Employee entered into an agreement relating to non-disclosure of confidential information upon Employee's hire (as amended and restated from time to time) as a condition of Employee's employment with Employer ("Confidential Information/Non-Disclosure Agreement");

WHEREAS, Employer wishes to revise, restate and clarify certain terms and conditions of the Confidential Information/Non-Disclosure Agreement;

WHEREAS, Employer has informed Employee that the execution of this Agreement is necessary to confirm Employee's obligations regarding the protection of Business and Confidential Information and that such execution is a condition of Employee's continued access to Business and Confidential Information and a condition of Employee's continued employment by Employer;

WHEREAS, in exchange for continued employment with Employer and/or any of its Related Entities and a flexible perk payment for the third quarter 2007, Employee is required to enter into this Agreement relating to the protection of Business and Confidential Information;

WHEREAS, Employee desires to continue Employee's employment with Employer and/or any of its Related Entities, acknowledges that Employee has been and will continue to be exposed to Business and Confidential Information during the course of Employee's employment, and desires to have continued access to the Business and Confidential Information; and

WHEREAS, Employee wishes to receive the third quarter 2007 flexible perk payment made by Employer;

NOW, THEREFORE, in consideration of Employee's employment with Employer and/or any of its Related Entities and the third quarter 2007 flexible perk payment made to Employee on behalf of Employer, Employer and Employee agree as follows:

1. Observance of Covenants. Employee acknowledges that all benefits and potential benefits to Employee as a result of employment with Employer were conferred upon Employee only because of and on the condition that Employee commit Employee's best efforts and on behalf of Employer, including abiding by and observing the provisions of this Agreement, all of which are necessary to protect Employer's legitimate business interests. Employee also acknowledges that any breach by Employee of this Agreement will constitute a violation of the terms and conditions of the employment relationship between Employee and Employer and may result in any and all of the following: (i) immediate termination by Employer of such employment relationship and all associated benefits thereof, (ii) injunctive relief, (iii) civil damages, (iv) statutory penalties and damages, and (v) punitive damages.
2. Confidential Information. Employee understands and acknowledges that in the course of Employee's employment with Employer, Employer may incur substantial expenditures of time and money in providing Employee with specialized instruction and training, and that Employee will have access and/or be exposed to Employer's and its Related Entities' proprietary and/or confidential information and knowledge concerning the Business (collectively, the "Business and Confidential Information"). Business and Confidential Information includes, but is not limited to, patent files and patent applications, business plans, marketing plans, customer and prospective customer information, vendor and prospective vendor information, prices, costs, financial matters, internal business methods and strategy, employment matters, production and engineering activities, product design, inventions, trade secrets, know-how, methods, techniques, engineering concepts, product specifications, compilation of information, written descriptions, drawings, samples, demonstrations, manufacturing processes, research and development efforts, names and addresses and capabilities of employees and consultants, computer tapes, and any other data or information relating to the business and operations of the Employer or its Related Entities, which is not generally known by or not readily accessible to the public.
3. Non-disclosure. The parties agree that it is of great importance to the success of Employer and its Related Entities that Business and Confidential Information is treated with great care and that improper disclosure and improper use be prevented. Employee agrees to maintain as secret and, except in the furtherance of the Business of Employer and its Related Entities, shall not, directly or indirectly, disclose, use, or permit the disclosure or use of, any Business and Confidential Information received, acquired or obtained during Employee's employment by Employer (whether or not Employee was the creator or originator thereof), unless such disclosure or use is consented to in advance in a writing executed by a duly authorized representative of Employer or any of its Related Entities. Unauthorized use may include, but is not limited to, using Business and Confidential Information to divert business or income

from Employer and its Related Entities, or otherwise advantage a competitor or potential competitor of the Employer.

4. Prior Inventions. Employee has attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets that were made by Employee prior to the commencement of Employee's employment relationship with Employer (collectively referred to as "Prior Inventions"), which belong solely to Employee or belong to Employee jointly with another, which relate in any way to any of Employer's or its Related Entities' businesses or proposed businesses, products or research and development, and which are not assigned to Employer hereunder; or, if no such list is attached, Employee represents that there are no such Prior Inventions. If, in the course of Employee's employment with Employer, Employee incorporates into a product, process or machine of Employer a Prior Invention owned by Employee or in which Employee has an interest, Employer is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine and Employee agrees not to license such Prior Invention to a competitor of Employer or its Related Entities.
5. Ownership and Assignment. Employee shall promptly disclose to Employer any and all ideas, concepts, discoveries, inventions, technological innovations, improvements and copyrightable works including, but not limited to, computer software, whether or not patentable or copyrightable (collectively, "Intellectual Property"), made, developed, discovered, conceived, or reduced to practice by Employee, solely or jointly, during the period of Employee's employment with Employer, relating in any manner to the Business or investigations of Employer or its Related Entities, whether or not conceived or made during working hours, and whether or not at the request or suggestion of Employer or any of its Related Entities. All such Intellectual Property shall be the exclusive property of Employer and/or its Related Entities or their assigns, as determined by Employer, with respect to all countries, and Employee shall assign and hereby does assign all worldwide right, title and interest thereto to Employer and/or its Related Entities or their assigns, as determined by Employer, upon the moment of its creation. Work performed as an employee of Employer shall be deemed a work for hire for of the United States Copyright laws, and Employer and/or its Related Entities or their assigns, as determined by Employer, shall have the sole right, title and interest in such work. Employee understands and acknowledges that Employer and/or its Related Entities and their assigns, may license, assign, sell, or otherwise transfer at will the Intellectual Property.
6. Moral Rights. Employee hereby expressly and irrevocably waives any and all moral rights in such Intellectual Property including, without limitation, the right to attribution of authorship, the right to restrain any distortion, mutilation or other modification of any such Intellectual Property and the right to prohibit any use of any such Intellectual Property in association with a product, service, cause or institution that may be prejudicial to Employee's honour or reputation.

7. Cooperation. At the request of Employer, Employee (both during Employee's employment and thereafter) shall perform all lawful acts and execute, acknowledge and deliver all such instruments deemed necessary or desirable by Employer to vest or maintain in Employer or in any designee of Employer all right, title and interest in anything recited in Sections 2 and 5 hereof, and cooperate with Employer to prepare, file and prosecute applications for patents, trademarks and copyrights thereon in all countries selected by Employer, including renewals and reissues thereof and to obtain and record sole and exclusive title to such applications, patents, trademarks and copyrights for all such countries.
8. Non-Solicitation of Employees. Employee agrees that Employee shall not, during the period of employment and for a period of one (1) year following termination of employment with Employer for any reason, approach, contact, solicit, hire or otherwise do any act for the purpose of inducing any employee to cease employment with Employer or any of its Related Entities.
9. Delivery. Prior to termination of employment with Employer for any reason, Employee agrees to deliver to Employer any and all tangible embodiments (regardless of form) of Business and Confidential Information and any and all tangible embodiments of materials relating to anything within the terms of Sections 2 and 5, to the extent in Employee's possession or subject to Employee's control, and Employee shall continue to maintain the same as secret pursuant to Section 3 hereof. Employee shall retain no copies, excerpts or portions of any items delivered pursuant to this section. In addition, upon termination of Employee's employment with Employer for any reason, Employee will deliver to a member of Employer's Human Resources Department, all property (e.g., keys, access badges, etc.) and any and all documents, records, files, computer programs and/or other data relating to any Business and Confidential Information and to the Employer's or any of its Related Entities' Business or operations.
10. Consideration. This Agreement is entered into between the parties in consideration of the third quarter 2007 flexible perk payment and continued employment of Employee by Employer and/or any of its Related Entities; Employee acknowledges that all salary or other benefits received by Employee from Employer on and after this day as well as the third quarter 2007 flexible perk payment will be paid to Employee in consideration of Employee's agreements and covenants herein contained, as well as for the services and labour performed by Employee.
11. Reformation. Employee expressly agrees that the foregoing agreements and covenants are reasonably required by Employer to protect the legitimate business interests of Employer and its Related Entities and if a court of competent jurisdiction should determine that any of the foregoing agreements and covenants is unenforceable, in whole or in part, then such court is authorized to modify such agreement or covenant in such respects as such court determines to be required in order that it shall, as so modified, be enforceable. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, the remaining provisions of this Agreement will not be nullified but will remain in full force and effect.

12. Remedies. Employee acknowledges that any breach by Employee of this Agreement, including without limitation, the improper use or disclosure by Employee of any Business and Confidential Information, will subject Employee to disciplinary action, up to and including termination of employment in addition to any and all other remedies Employer has in law or equity. Employee expressly acknowledges and agrees that (i) Employee's obligations herein are of a unique and special nature, (ii) any breach or violation of Employee's obligations herein will result in irreparable harm to Employer and its Related Entities for which there may be no adequate remedy at law, (iii) in addition to all other remedies, Employer and its Related Entities shall be entitled as a matter of right to injunctive relief in any court of competent jurisdiction, (iv) Employee shall not assert as a defense to any petition or request for injunctive or other equitable relief the claim that Employer or any of its Related Entities has an adequate remedy at law, and (v) Employer and its Related Entities shall not be required to post a bond or other security in connection with a request for injunctive or other equitable relief.
13. No Waiver. The failure of either the Employer or any of its Related Entities, or Employee to object to any conduct or violation of any of the agreements or obligations made by the other under this Agreement will not be deemed a waiver of any rights or remedies. No waiver of any right or remedy arising under this Agreement will be valid, unless set forth in an appropriate writing signed by the party to be charged.
14. Legitimate Business Interests. Employee and Employer expressly acknowledge and agree that the purpose of this Agreement is to protect the legitimate business interests of Employer and its Related Entities.
15. Miscellaneous. This Agreement:
- (a) Contains the entire understanding and agreement of the parties and may not be modified or amended except by a subsequent dated written Agreement executed by the parties hereto; provided however, any obligations relating to non-disclosure, assignment of ideas and other subject matters similar to those covered by this Agreement that also exist under any existing employment agreement shall continue to be in full force and effect as well.
 - (b) Shall be binding upon and inure to the benefit of Employee and Employee's heirs, executors and personal representatives, and shall be binding upon and inure to the benefit of Employer and its parent and existing and future Related Entities and their successors and assigns; and
 - (c) Shall be governed by the laws of the Province of Québec, without regard to its conflict of laws provisions.
16. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought in the courts of the Province of Quebec, or at the sole discretion of Employer if such court has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any

such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

17. Export Control. Employee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Employee acknowledges and understands that technology and software to which Employee has access or which is disclosed to Employee in the course of employment by Employer may be subject to U.S. export control laws and regulations including ITAR and EAR. Employee certifies that Employee will not disclose, export, re-export or otherwise transfer – directly or indirectly – any proprietary technology or software (including products derived from or based on such technology or software) to any other foreign national or any foreign country without prior authorization from Employer and the appropriate U.S. government authorities. This export control obligation shall survive Employee's termination of employment with Employer.
18. Employee's Acknowledgment. Employee expressly acknowledges that Employee has been given the opportunity prior to entering into this Agreement to consult with Employee's own counsel regarding Employee's rights and obligations with respect to this Agreement.
19. This agreement has been drafted in English in the express wish of the parties. Ce contrat a été rédigé en anglaise à la demande expresse des parties.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INTERDIGITAL CANADA LTEE

By: _____

Name & Title: _____

Date: _____, 2007

EMPLOYEE

By:  _____

Name (print): MOHAMMED SAMMOUR

Date: October 23, 2007

NOTARIAL ACKNOWLEDGEMENT

PROVINCE OF Quebec

SS.

DISTRICT OF Montreal

ON THIS, the 23 day of October, 2007, before me the undersigned personally appeared Adelmaro Samuelli, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the foregoing instrument, and acknowledged that he executed the same knowingly and willingly for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official Notarial seal the day and year immediately above written.

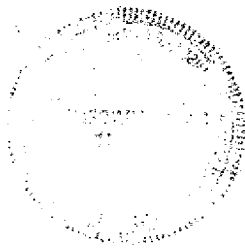
Maria Evangelista
Notary [SEAL]
MARIA EVANGELISTA
473612
COMMISSAIRE A L'ASSEMBLEMENT
DES JUDGES DES DISTRICTS JUDICIAIRES

My Commission Expires: May 27, 2010

EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED FROM SECTION 2**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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 No inventions or improvements

Additional Sheets Attached → The sheet was provided along with
Signature of Employee/Consultant: me the previous NDA agreement

Print Name of Employee/Consultant: MOHAMMED SAMMOUR

Date: October 23, 2007

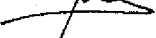
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**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED FROM SECTION 2**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
System and Method for Flow Regulation through a Switching Entity	Disclosed in 2002 or 2003 (to the best of my recollection)	Assignee: Hyperchip Inc. Patent no. WO2004023718
System and Method for Flow Verification through a Switching Entity	Disclosed in 2002 or 2003 (to the best of my recollection)	Assignee: Hyperchip Inc. Patent no. WO2004023718
Method and system for transmission of headerless data packets over a wireless link	Patent application filed on November 30, 2000 Provisional application filed on October 17, 2001	Assignee: Ericsson USA patent application no. 20020097701 Also, patent no. EP1220498
Method and Apparatus for Obtaining Measurement Data for Performance Analysis in a Radio Network	Disclosed in 1999 (to the best of my recollection)	Assignee: Ericsson Patent no. WO0197553
Gradual frequency plan revision methodology	October 30, 2001	Assignee: Ericsson Issued USA patent no. 6,311,067 Also, patent no. WO0150797
Method for acquisition of cell relations in a cellular radiocommunication system	January 16, 2001	Assignee: Ericsson Issued USA patent no. 6,175,734 Also, patent no. WO0019756
SYSTEM AND METHOD FOR EFFICIENT USAGE OF BROADCAST POWER WHILE MINIMIZING CO-CHANNEL CELL SITE INTERFERENCE	November 9, 2000	Assignee: Ericsson Patent no. WO0067394

No inventions or improvements

Additional Sheets Attached

Signature of Employee/Consultant: 

Print Name of Employee/Consultant: MOHAMMED SAMMOUR

Date: April 6, 2005

