# 12/11/2013 15:26 FAX 703 836 2787 700513445 12/11/2013 12/11/2013

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AI	lexandria, VA 22313-1450		Atto	rney Docket No.	<u>146711</u>	
	ease record the attached document.	eet, attachments, and docum	ent: <u>4</u>			
1.	<ul> <li>A. Name of conveying party: Cosimo BUFFONE</li> <li>B. Additional name(s) of conveying</li> </ul>	ng party(ies) attached?	ROLLS 65 BUC LONDO	d address of receiving party(ies): S-ROYCE PLC ICKINGHAM GATE, DON, SW1E 6AT, T BRITAIN		
3.	<ul> <li>A. Nature of conveyance:</li> <li>△ Assignment</li> <li>□ Security Agreement</li> <li>□ Other</li> <li>B. Execution Date: <u>9/21/2010</u></li> </ul>	Merger Change of Name	B. Addition	al name(s) & address(e	(es) attached? 5 🖾 No	
4.		Patent Application No.(s) <u>12/887,120</u> B. Patent No.(s)         Additional numbers attached?       □ Yes ⊠ No         Title of Application: <u>VARIABLE SHAPE ROTOR BLADE</u>				
5.	Name and address of party to whom concerning document should be mail Name: James A. Oliff Address: OLIFF & BERRIDGE P.O. Box 32085 Alexandria, VA 2232 Phone Number: 703-83 Fax Number: 703-83 Email: <u>email@oliff</u>	ed: - , PLC 0 20-4850 36-6400 6-2787	7. Please charg total fee (37	ge Deposit Acc CFR 3.41) in th ayment or charge	patents involved: <u>1</u> ount No. 15-0461 the e amount of $$40.00$ . any underpayment to	
9.	Statement and signature. To the best of my knowledge and beli original document. James A. Oliff, Registration No. 27,0 Scott M. Schulte, Registration No. 44	775		any attached cop	y is a true copy of the	

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Strictly Personal to the Addressee

Rolls-Royce plc PO Box 31, Derby DE24 8BJ, England Telephone: +44 (0) 1332 242424 Fax: +44 (0) 1332 249936 www.rolls-royce.com

Direct Dial +44 (0) 1332 3 33333 Direct Fax +44 (0) 1332 3 33345 Date 25/11/2013 Our Ref Your Ref

To Whom it may concern

## Ref: Cosimo Buffone

In reply to your request asking for information concerning the person named above, we confirm their last position held was a Staff Technologist.

Cosimo started with the Company on 29/01/2007 and left on 03/12/2009.

In response to any other questions, please be aware that it is the Company's policy not to disclose any further information about employees. This should not be interpreted negatively in any way.

If you have any queries, please contact the HR Shared Service Centre on (01332) 333333.

Yours sincerely On behalf of Rolls-Royce plc

Christopher Howe Service Delivery Manager – Data and Transactions Services HR Shared Service Centre

The data contained in, or attached to this letter may contain confidential information. If you have received this in error, please will you notify the sender immediately by telephone or fax and destroy the paperwork you have received. Please do not copy it for any purpose, or disclose its contents to any other person.

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PATENT REEL: 032066 FRAME: 0340

### Employees' inventions

-> Right to employees' inventions

39.-(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if -

> (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or

> (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done -

(a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or

(b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

Compensation of employees for certain inventions

40.-(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) the employee has made an invention belonging to the employer for which a patent has been granted, (b) having regard among other things to the size and nature of the employer's undertaking, the invention or the patent for it (or the combination of both) is of outstanding benefit to the employer, and

(c) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer,

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(2) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) a patent has been granted for an invention made by and belonging to the employee;

(b) his rights in the invention, or in any patent or application for a patent for the invention, have since the appointed day been assigned to the employer or an exclusive licence under the patent or application has since the appointed day been granted to the employer;

(c) the benefit derived by the employee from the contract of assignment, assignation or grant or any ancillary contract ("the relevant contract") is inadequate in relation to the benefit derived by the employer from the invention or the patent for it (or both); and

(d) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer in addition to the benefit derived from the relevant contract;

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(3) Subsections (1) and (2) above shall not apply to the invention of an employee where a relevant collective agreement provides for the payment of compensation in respect of inventions of the same description as that invention to employees of the same description as that employee.

(4) Subsection (2) above shall have effect notwithstanding anything in the relevant contract or any agreement applicable to the invention (other than any such collective agreement).

(5) If it appears to the comptroller on an application under this section that the application

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#### A21 Grievances and questions

If you have a grievance or question that you wish to raise, the procedure for doing so is as follows:

- You should raise the matter in the first instance, with your Supervisor.
- (ii) If the matter is not resolved to your satisfaction, you may raise it with your Department Manager. If you are a member of a Union their Representative or another Company employee may also be present at the meeting. If you are not a Union member, you may choose to have another Company employee present.

Further details of the grievance procedure can be obtained from your Manager, Human Resources Department or Union Representative.

#### A22 Discipline

You are required to observe your Conditions of Employment, to carry out your duties in a satisfactory manner, comply with all reasonable instructions and conduct yourself in the best interests of the Company. A formal Agreement on discipline exists, and covers:

- Immediate procedure
- Long-term procedure
- Rights of representation
- Human Resources records
- Rights of appeal

The Agreement is not reproduced here as it is lengthy and detailed, but further information may be obtained from your Manager, Human Resources Department or Union Representative.

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#### A23 Inventions

Any invention related to the Company's products or activities belongs to the Company. You are required to give details of the invention to the Company's Intellectual Property Department, at the earliest opportunity.

- \* The Company positively encourages you to exercise your creative skills and in support of this has introduced an Awards to Inventors Policy. Further details may be obtained from your Manager or the Intellectual
- Property Department. Information on the Awards to Inventors Policy can be found on the Intellectual Property website at:

http://www.capability.rolls-royce.com/KnowledgeandInnovation2/ UK\_Inventors\_Reward\_Scheme.htm

#### A24 Retirement

(i) Normal retirement

The normal retirement age is 65 years. When you reach this age you will be retired automatically from the Company's service.

NB: It is Company policy not to re-engage employees beyond normal retirement at the normal age, either in a full-time or part-time capacity.

(ii) III-Health Early Retirement / Total Disability

If you are a member of the Rolls-Royce Group Pension Scheme or the Rolls-Royce Pension Fund and have to retire because, in the Company's view, you are through ill-health permanently unable to carry out your existing job or a reasonable alternative job (although you may be capable of some gainful employment with another employer), you may receive an immediate Ill-Health Early Retirement pension.

If you are a member of the Rolls-Royce Pension Fund and have to retire because, in the Company's view, you are permanently incapable of

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