

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2936485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIELLE LARSON	06/17/2013
RECEIVING PARTY DATA	
Name:	ROVI CORPORATION
Street Address:	2830 DE LA CRUZ BOULEVARD
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95050
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14291295
CORRESPONDENCE DATA	
Fax Number:	(617)235-9492
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	maria.marley@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	1211 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	003597-1028-101
NAME OF SUBMITTER:	MARIA E. MARLEY
SIGNATURE:	/Maria E. Marley/
DATE SIGNED:	07/14/2014
Total Attachments: 8	
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PATENT



Proprietary Information, Inventions and Ethics Agreement

I am now, or soon may be, employed by or contracting with Rovi Corporation, a Delaware corporation or its subsidiaries or affiliates (collectively called "Rovi" or "the Company").

I understand that:

- A. Rovi is engaged in the business of creating, developing, producing and marketing proprietary technology, processes, equipment and devices and is engaged in a continuous program of research, development and production with respect to its business, present and future.
- B. As an employee or contractor to the Company, I may be expected to develop new ideas or inventions or make other contributions of value to the Company.
- C. As an employee or contractor to the Company, I have an obligation of confidence and trust with respect to any information:
 1. Applicable to the business of the Company; or
 2. Applicable to the business of any client or customer or other business affiliate of the Company, which may be made known to me by the Company or by any client or customer or other business affiliate of the Company, or learned by me in such context during the period of my engagement.
- D. Rovi possesses and will continue to possess information that has been created, discovered, developed or otherwise become known to the Company (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my engagement with the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value and relates to the business or any field of interest of the Company. All of the aforementioned information is hereinafter called "Proprietary Information". By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, structures, systems, know-how, methods, techniques, recipes, drawings, apparatus, formulas, government filings, patents, patent applications, materials, devices, research activities and plans, data, specifications, costs of productions, prices, promotional methods, financial information, business and marketing plans, forecasts, customer lists, customer information and supplier information. While being considered for retention as an employee or contractor and while retained as an employee or contractor to the Company, I may have access to such Proprietary Information.
- E. The Company has received and in the future will receive certain information from third parties ("Third Party Information") that is confidential or proprietary to such third parties and that is subject to a duty on the part of the Company to maintain the confidentiality of such information and to use it only for certain limited purposes. As an employee or contractor to the Company, I may have access to such Third Party Information.

In consideration of my initial and/or continued engagement and benefits received by me from the Company, I hereby assign to the Company all of my right, title and interest in and to any and all Inventions, as defined below, (and all Proprietary Information or rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment or contracting period with the Company.

Furthermore, I hereby agree as follows:

1. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith.
2. At all times, prior to and during my engagement with the Company and after the termination of such engagement, I will keep in confidence and will not use or disclose any Proprietary Information or Third Party Information or anything directly relating to it, except as required in the ordinary course of performing my work for the Company, or with the Company's prior written approval. I will also use my best efforts to prevent unauthorized reproduction, disclosure or use of any Proprietary Information or Third Party Information by myself or others. It is understood that the foregoing shall apply to information that is not known by the trade generally, even though portions of such information may be publicly available or may be available to certain third parties pursuant to arrangements with the Company or otherwise. I agree that I shall be bound by the provisions of this Section 2 with respect to Proprietary Information and Third Party Information which I may receive even after my engagement by the Company.
3. I agree that during the period of my engagement with the Company I will not, without the Company's express written consent, engage in any engagement or business that would present a conflict of interest with my work for the Company. I have identified on Attachment A any such engagement or business opportunities in which I am currently involved.
4. Upon the termination of my engagement with the Company (or upon earlier request by the Company), I will surrender to the Company all documents and data of any nature pertaining to my work with the Company and I will retain no copies, reproductions, descriptions, notes or samples of the same, except that information made public (fact sheets, press releases, videos, etc.). This Section 4 shall not apply to personal records of mine that do not contain Proprietary Information.
5. I will promptly disclose to the Company, or any persons designated by it, all inventions, improvements, formulas, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my engagement that result from tasks assigned to me by the Company or result from use of Proprietary Information, Third Party Information, or any premises owned, leased, or contracted for by the Company (hereinafter "Inventions").
6. I agree that all Inventions shall be the sole property of the Company and further agree as to all Inventions to do all acts necessary, both during and after the termination of my engagement, to assist the Company in every proper way to obtain and enforce patents on said Inventions in any and all countries, and to that end, I will execute all documents for use in applying for, obtaining and enforcing such patents, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Company shall pay all reasonable expenses related to such activities.

Any provision in this Agreement requiring me to assign my rights in any Invention does not apply to any Invention which qualifies under the provisions of Section 2870 of the California Labor Code. A copy of which is attached hereto as Attachment B and incorporated by reference herein.
7. I have identified on Attachment C attached hereto and incorporated by reference herein, all inventions or improvements relevant to the subject matter of my engagement with the Company that have been previously made or conceived solely or jointly by me prior to my engagement by the Company, which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Attachment C, I represent that I have made no such inventions and improvements at the time of signing this Agreement.
8. I represent that my performance of all the terms of this Agreement and as an employee or contractor to the Company does not, to the best of my present knowledge and belief, and will not breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my engagement with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

9. I acknowledge that I do not have in my possession any confidential information or documents belonging to others (except as noted below), and will not use, disclose to or induce the Company to use any such information or documents. I represent that I will not violate any obligation to, or confidence with, another as a result of my engagement with the Company. Attachment D hereto lists any confidential information or documents of a former employer or client that I may have in my possession and that I might use during my engagement with the Company. I hereby agree that I will not use any of the information or documents listed on Attachment D during my engagement with the Company unless I have obtained written authorization for their possession and use from the former employer or client.
10. I agree that for a period of one year following the termination of my employment from or contractual relationship with the Company, for whatever reason, I will not directly or indirectly solicit, induce or influence any person who is engaged as an employee or otherwise by the Company to seek employment with any other business, nor will I provide any information regarding employees of the Company, including without limitation name, e-mail address, telephone or fax numbers, job titles or compensation information, to any third party without the prior written consent of the Company. I acknowledge that such information is proprietary to the Company and that providing such information for any unauthorized purpose, including without limitation the direct or indirect solicitation of such employees for employment, is strictly prohibited, and I further acknowledge that violation of this provision would result in damage to the Company for which I may be held personally liable, and I agree that should I violate this provision, the Company may obtain injunctive relief as well as actual, incidental, or punitive damages, if appropriate.
11. I agree that for a reasonable period of time after the termination of my employment or contractual relationship, which I agree is a period of two years, I will not directly or indirectly solicit any customer of the Company for any product that is the same as, similar to or competes with any product that the Company produces or sells to the extent the identity of the customer constitutes a trade secret or is proprietary or confidential information. Confidential and proprietary information consists of all business information (1) that is not generally known to, and cannot be readily ascertained by others, (2) that have actual or potential economic value to the Company, and (3) that is treated as confidential by the Company. By way of illustration, confidential and proprietary information includes, but is not limited to, written and unwritten information concerning present and prospective products, services, and/or customers, sales and marketing methods, customer lists, costs, profits, market studies, and matters of a technical nature including know how, methods, techniques, computer programs, computer software and documentation, research projects and studies, compilations, and personnel data about employees of the Company, including salaries, and other information of a similar nature.
12. I understand that it is the established policy of the Company to conduct business in accordance with the applicable laws of the various countries in which the Company does business, and in accordance with high standards of integrity and ethical business conduct. Acts of hospitality toward public officials should conform to any applicable laws and regulations and should be of such scale and nature as to avoid compromising the integrity of the public official and of the Company.
13. I understand that this Agreement is not a contract of engagement but is merely an expressed understanding between the Company and me concerning certain conditions applicable to my work at the company. Nothing in this Agreement shall be construed to grant to me any right to continue in the engagement of the Company for any specific period of time or to interfere with the right of the Company to discharge me at any time and for any reason or no reason at all, nor shall it be construed to give the Company the right to require me to remain in engagement or to interfere with my right to terminate my engagement with the Company.
14. This Agreement shall be governed by the laws of California, without reference to its principles on the conflict of laws, and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors, and assigns. Except for claims relating to breach of a nondisclosure obligation or relating to ownership of proprietary

information, which claims shall not be subject to arbitration, any controversy, or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration, to be held in San Francisco, California, in accordance with the rules of the American Arbitration Association and the decision of the arbitrators shall be binding on the parties thereto. I understand and acknowledge that the Company, in addition to any other forms of remedy available to it, will be entitled to injunctive relief in the event of a breach or threatened breach by me of the provisions of this Agreement.

ATTACHMENT A
OTHER ENGAGEMENT OR BUSINESS
(If None, So State)

<u>Company Name</u>	<u>Nature of Business</u>	<u>Duties & Responsibilities</u>
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1. None

2.

3.

4.

ATTACHMENT B

CALIFORNIA LABOR CODE

Section 2870. Inventions on Own Time - Exemption from Agreement

(a) Any provision in an engagement 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 to 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 engagement agreement purports to require a contractor 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.

(1979 ch. 1001, 1986 ch. 346)

ATTACHMENT C
INVENTIONS AND IMPROVEMENTS
(If None, So State)

1. *None*
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

ATTACHMENT D
DOCUMENTS IN POSSESSION

(If None, So State)

- 1. *None*
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

This Agreement shall be effective as of the first day of my engagement by the Company.

I acknowledge receipt of a copy of this Agreement.

Dated: 6/17/13

By: *Daniel Johnson*
EMPLOYEE OR CONTRACTOR

By: _____
ROVI CORPORATION