

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAYMOND CHOW	11/22/2014
HENRY WONG	11/22/2014
RECEIVING PARTY DATA	
Name:	ZYWYN CORPORATION
Street Address:	1270 OAKMEAD PARKWAY, SUITE 201
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7802117
CORRESPONDENCE DATA	
Fax Number:	(818)248-7359
<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>	
Phone:	1-818-248-1465
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Correspondent Name:	PATENT LAW AGENCY, LLC
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Address Line 4:	MONTROSE, CALIFORNIA 91020
ATTORNEY DOCKET NUMBER:	ZYWYN1-1US
NAME OF SUBMITTER:	PETER GANJIAN
SIGNATURE:	/Peter Ganjian #43991/
DATE SIGNED:	12/01/2014
Total Attachments: 11 source=COVER-117#page1.tif source=COVER-117#page2.tif source=COVER-117#page3.tif source=EmplmentAgrmtANDInventionAssignment#page1.tif source=EmplmentAgrmtANDInventionAssignment#page2.tif source=EmplmentAgrmtANDInventionAssignment#page3.tif	

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ZYWYN CORPORATION

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by Zywyn Corporation, a California corporation (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. Confidential Information. I agree at all times during my employment and thereafter, to hold in strictest confidence, and not to use, except for conducting business of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company.

(a) Definition. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, formulas, patterns, devices, inventions, processes, compilations of information, records, specifications, research, product plans, products, services, customer lists, customer accounts and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any (i) of the foregoing items which has become publicly known and made generally available through no act of mine or of others who were under confidentiality obligations as to the item or items involved or (ii) information required to be disclosed pursuant to the order of a court or other governmental authority.

(b) Term. I agree that for a period of three (3) years following either the disclosure to me of any of the Company's Confidential Information or the termination of my employment with the Company, whichever is last to occur, I will not disclose said information or any portion thereof to any person, firm, corporation or other entity which is not approved to handle such information, or make use of such information in any way without the Company's prior written consent or approved non-disclosure agreement (NDA) from other firms.

(c) Ownership. I agree that all Confidential Information disclosed by the Company to me in tangible form is and shall remain the Company's property, and shall be returned to the Company, along with any and all copies, immediately upon request therefor, or upon the termination of my employment with the Company, whichever is first to occur.

(d) Previous Proprietary Information. I hereby represent to the Company that I am not subject to any contractual or other arrangements, with any former employer or otherwise, which would restrict or interfere with my ability to perform my duties for the Company. I understand and acknowledge that the Company would not have offered me employment but for this representation. I agree that I will not, during my employment with the Company, improperly use

or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing or approved through non-disclosure agreement (NDA) by such employer, person or entity, and I will provide the Company with copies of all such documents and the related consents.

(e) Third Party's Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

2. Inventions.

(a) Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, program, design, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sell and sublicense such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively, the "**Inventions**"), except as provided in **Section 2(e)** below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which may be protected by copyright are "works for hire" as that term is defined in the United States Copyright Act.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with otherwise) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings,

and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assignees, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyrights registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuances of letters, patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(e) Exception to Assignments. I understand that the provisions of this agreement requiring assignment of Inventions to the Company apply to any invention except those inventions disclosed on Exhibit A. I also understand that the provisions of this agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code, Section 2870. I have reviewed the notification on Exhibit B (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification. I will advise the Company promptly in writing of any inventions that I believe meet the criteria in Section 2870 and are not otherwise disclosed on Exhibit A.

3. Non-Competition.

(a) Interference. During the term I perform services for the Company, I will not disrupt, damage, impair or inhere with the business of the Company either now or in the future, whether by way of interfering with or raiding its employees, disrupting its relationship with customers, agents, vendors, or distributors, or otherwise. During the term I perform services for the Company and for one (1) year thereafter, I will not solicit any of the Company's employees, customers or customer prospects for the purpose of having such persons work for or engage in business with a competitor of the Company's.

(b) Concurrent Competition. During the term I perform services for the Company, I will not directly or indirectly own, manage, operate, control, be employed by, participate in, or be

connected in any manner with the ownership, management, operation or control of, any business or enterprise (other than the Company) which is engaged in providing magnetic disk drive technology or any related business in which the Company has been actively engaged during the term I performed services for the Company; *provided, however*, that I may own 5% or less of a public company so engaged as long as such ownership is otherwise passive in nature.

4. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I agree I will not enter into, any agreement either written or oral in conflict herewith.

5. Returning Company Documents. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the "Termination Certification" attached hereto as Exhibit C.

6. Remedies. I recognize that nothing in this agreement is intended to limit any remedy of the Company under any federal or state law concerning trade secrets. I recognize that my violation of this agreement could cause the Company irreparable harm and agree that the Company shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this agreement.

7. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

8. Notification of New Employer. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this agreement.

9. General Provisions.

(a) Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

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

(c) Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

(d) Governing Law. This Agreement shall be governed by the laws of California.

(e) Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each other term and provision of this Agreement shall be valid to the fullest extent permitted by law.

(f) Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

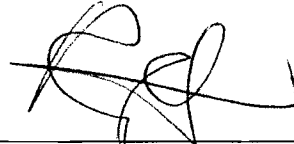
I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.
I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

[SIGNATURE PAGE IS NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Proprietary Information and Inventions Agreement effective as of the date and year first written above.

COMPANY:

ZYWYN CORPORATION



By: _____

Name: Raymond Chow

Title: CEO

Address: 1270 Oakmead Parkway
Suite 201, Sunnyvale, CA 94085

EMPLOYEE:



Employee's Signature

HENRY WONG

Name of Employee (typed or printed)

ASSIGNMENT

This assignment is by:

1. Raymond CHOW
c/o Zywyn Corporation
1270 Oakmead Parkway, Suite #201
Sunnyvale, CA 94085
2. Henry WONG
c/o Zywyn Corporation
1270 Oakmead Parkway, Suite #201
Sunnyvale, CA 94085

(referred to in this Assignment as "Assignors"), who reside at or have a mailing address as listed above.

This Assignment is to:

Assignee: Zywyn Corporation
Address: 1270 Oakmead Parkway, Suite #201, Sunnyvale, CA 94085
A corporation duly organized under and pursuant to the laws of the State of California

(referred to in this Assignment as "Assignee"), who desire to acquire the entire right, title and interest in said inventions and said application for letters patent of the United States, and in any United States or foreign, letters patent or patents, to be obtained therefor and thereon.

Assignors have invented certain new and useful inventions in:

AUTOMATED POWER MANAGEMENT FOR ELECTRONIC DEVICES

for which Assignors have filed a patent application and obtained a patent in the United States of America thereon. Where this Assignment is not filed concurrently with the application, the following identifying information may be added after execution:

Serial No.: 11/633,848

U.S. Patent No.: 7,802,117

Filing Date: December 4, 2006

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignors hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all provisionals, divisions, continuations, continuations-in-part and substitutions of said application, or reissues, re-examinations or extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.
2. Assignors represent, warrant and covenant that, at the time of execution and delivery of this agreement, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement.
3. Assignors shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case

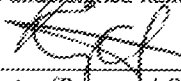
including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) letters patent for said inventions in any country, including any reissue, re-examination or extension of or interference proceedings; or (c) any provisional, division, continuation, continuation-in-part, or substitutions of any application for letters patent or any reissues, re-examinations, extensions or interference proceedings involving any letters patent, to be obtained thereon. To be clear, for purposes of this paragraph, "desirable" shall include, without limitation, any act necessary or useful in connection with United States laws and/or international conventions.

4. Assignors hereby authorize and request the Commissioner of Patents in the United States to issue the above mentioned letters patents of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

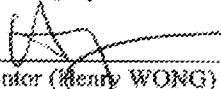
5. "I hereby grant Assignee's attorneys of record, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known."

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date: 11/22/14

Signature: 
Inventor (Raymond CHOW)

Date: 11/22/14

Signature: 
Inventor (Henry WONG)