

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3135788

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MARK CROUSE	09/07/2005
	AMIT VERMA	09/07/2005
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OPENTV, INC.	
<b>Street Address:</b>	275 SACRAMENTO STREET	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94111	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13725027
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)339-3061	
<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>		
<b>Phone:</b>	612-373-6900	
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<b>Correspondent Name:</b>	SCHWEGMAN LUNDBERG & WOESSNER/OPEN TV	
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<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-0938	
<b>ATTORNEY DOCKET NUMBER:</b>	2050.185US1	
<b>NAME OF SUBMITTER:</b>	LAURA JOHNSON	
<b>SIGNATURE:</b>	/Laura Johnson/	
<b>DATE SIGNED:</b>	12/05/2014	
<b>Total Attachments: 18</b>		
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## EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by OpenTV, Inc. and its affiliates and related entities (collectively referred to as the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

**1. EMPLOYMENT AT WILL.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause or notice.

### 2. DEFINITIONS.

**2.1. Proprietary Information.** The term "Proprietary Information" shall mean any and all trade secrets, confidential and/or proprietary knowledge, data or information of or concerning the Company. By way of illustration but not limitation, "Proprietary Information" includes information concerning the organization, business, corporate structure or finances of the Company such as (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding personnel matters such as the skills, performance, compensation and employment status of other employees of the Company. Notwithstanding the foregoing, it is understood that, "Proprietary Information" does not include information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement.

**2.2. Third Party Information.** The term "Third Party Information" means confidential or proprietary information that the Company has received and in the future will receive from third parties. The Company has a duty to maintain the confidentiality of such information and to use it only for certain limited purposes.

**2.3. Proprietary Rights.** The term "Proprietary Rights" shall mean all trade secret, patent, copyright (including any renewal or extensions thereof), mask work and other intellectual property rights throughout the world.

### 2.4. Inventions.

**2.4.1. Inventions.** "Inventions" shall mean any new or useful art, discovery, improvement or invention whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, art work or software, and all patents, copyrights, trade secrets and other Proprietary Rights therein.

**2.4.2. Employer Inventions.** "Employer Inventions" shall mean all Inventions that are solely or jointly conceived, made, reduced to practice, fixed in a tangible medium, and that are a) learned by me in the course of any work performed for the Company, b) developed on the Company's time or with the Company's equipment, or c) assigned to the Company or to a third party at the direction of the Company pursuant to the terms of this Agreement.

**2.4.3. Prior Inventions.** "Prior Inventions" shall include all Inventions that I have a) alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my

employment with the Company, or b) caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, and that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. Prior Inventions shall not be affected by this Agreement. As described below (see Section 4.1), I agree to disclose promptly in writing to the Company all Inventions which are Prior Inventions.

### **3. NONDISCLOSURE; PROHIBITED ACTIONS**

**3.1. Nondisclosure of Proprietary Information and Inventions.** At all times during my employment and at all times thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any Proprietary Information of the Company or any Invention (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such disclosure or use in writing (see Section 3.4 below).

**3.2. Nondisclosure of Third Party Information.** In addition, at all times during my employment and at all times thereafter I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company), Third Party Information unless expressly authorized by an officer of the Company in writing (see Section 3.4 below).

**3.3. No Improper Use of Information of Prior Employers and Others.** During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

**3.4. Written Approval for Disclosure/Use.** I understand that only an authorized officer of the Company may give written approval for disclosure or use of any Proprietary Information, any Invention (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement or any Third Party Information not expressly permitted by this Agreement. In addition, I will obtain written approval from an authorized officer of the Company before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates or refers to any such Proprietary Information, Invention (including Employer Inventions), or Third Party Information.

### **4. ASSIGNMENT OF INVENTIONS.**

**4.1. Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth in Exhibit A (Prior Inventions) attached hereto, a complete list of all Prior Inventions. If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights

to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Invention (including any Employer Invention) assigned or assignable to the Company pursuant to this Agreement without the Company's prior written consent.

**4.2. Assignment of Inventions.** Subject to Sections 4.3, and 4.5, I hereby assign and agree to assign in the future (when any such Inventions (including Employer Inventions) or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement (and all Proprietary 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 with the Company, except as provided in Section 4.7.

**4.3. Obligation to Keep Company Informed.** During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions that relate to or arise out of work that I performed for the Company. In addition, I will promptly disclose to the Company all patent applications related to inventions or developments that relate to or arise out of work that I performed for the Company filed by me or on my behalf within a year after termination of employment.

**4.4. Government or Third Party.** I also agree to assign all my right, title and interest in and to any particular Invention (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement to a third party, including without limitation the United States, as directed by the Company.

**4.5. Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire", pursuant to United States Copyright Act (17 U.S.C., Section 101). Further, I acknowledge that such "works for hire" are and will be prepared wholly within the scope of my employment and such work has been and will be specially ordered or commissioned by the Company. As between myself and the Company, the Company shall exclusively and perpetually own all now known or hereafter existing rights of every kind throughout the universe in and to such results and proceeds. The Company shall have the right, but not the obligation, to use, adapt, change, or revise any work or product of myself or any part thereof and to combine the same with other material or works and I expressly waive any so-called "moral rights" of authors in the work. Furthermore, to the extent I may have or acquire any right, title, or interest in the result of any work which I perform or work product which I create during my employment with the Company, I hereby assign to the Company any and all such right, title, and interest. The Company shall also have the exclusive right, throughout the universe and in perpetuity, to use and reproduce and license others to use and reproduce, my name and likeness in connection with my services hereunder. I expressly agree to take any and all actions necessary to establish and preserve the Company's rights under this Section.

**4.6. Enforcement of Proprietary Rights.** I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to any and all Inventions (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement in any and all countries. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Inventions (including Employer Inventions) in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a

reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

**4.7. Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions (including Employer Inventions) to the Company do not apply to any Invention that qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B) or similar local law. I will advise the Company promptly in writing of any Inventions that I believe meet the criteria in this Section and not otherwise disclosed on Exhibit A.

**5. RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions (including Employer Inventions) made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

**6. CONFLICTING EMPLOYMENT.**

**6.1. During Employment with the Company.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company.

**6.2. After Employment with the Company Ends.** I acknowledge and agree that solicitation of employees, clients or customers of the Company on behalf of another employer whose business competes with the Company where such other employer is located either a) in the nine-county San Francisco Bay Area, or b) if I am employed outside the San Francisco Bay Area then within 50 miles of my place of employment with the Company, would require me to use Proprietary Information gained through my employment with the Company. I acknowledge and agree that the covenants in this section are essential to adequately protect the Proprietary Information of the Company. I hereby agree that I shall not, in any manner (other than as authorized in writing by the Company, which authorization may be granted or withheld in the Company's sole discretion), during the twelve (12) months after my employment with the Company ends, directly or indirectly, on my own behalf or in the service of or on behalf of any other individual or entity, either as a proprietor, employee, agent, independent contractor, consultant, director, officer, member, partner or stockholder:

**6.2.1.** divert, solicit, attempt to solicit or accept business from any (a) current or former client of the Company or (b) prospective client of the Company that was actively sought as a client of the Company while I was an employee of the Company, for the purposes of providing products or services that are competitive with the Company's;

**6.2.2.** solicit for employment, directly or indirectly, any person who is or was employed by the Company while I was an employee of the Company; or

**6.2.3.** interfere with, disrupt or attempt to disrupt the past, present or prospective

relationship, contractual or otherwise, between the Company and any third party with whom I had material contact while I was an employee of the Company. The term "prospective relationship" is defined as any relationship in which I had actually sought an individual or entity as a prospective client, supplier, consultant or vendor to the Company.

**7. 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 have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

**8. RETURN OF 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 Inventions (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement, 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 work 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 form attached as Exhibit C.

**9. NOTIFICATION TO NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification to my new employer of my rights and obligations under this Agreement.

**10. GENERAL PROVISIONS.**

**10.1. Legal and Equitable Remedies.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

**10.2. Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Francisco County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

**10.3. Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. To the extent permitted by law, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**10.4. Successors and Assigns.** This Agreement cannot be assigned by me and shall be binding upon my heirs, executors, administrators and other legal representatives. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants hereunder shall inure to the benefit of and be enforceable by said successors and assigns.

**10.5. 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.

**10.6. Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

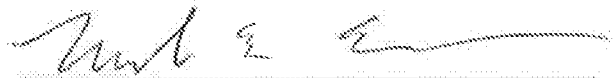
**10.7. Notices.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified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

**10.8. Entire Agreement.** Except as expressly provided herein, the obligations set forth in this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: 9/7/05.

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

Dated: 9/7/05

  
(Signature)

MARK E. CROUSE  
(Printed Name)



**EXHIBIT A**

**TO:** OpenTV

**FROM:**

**DATE:**

**SUBJECT:** Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by OpenTV, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements.

☐ See below:

☐ Additional sheet attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
1.		
2.		
3.		

☐ Additional sheets attached.

**EXHIBIT B**

**CALIFORNIA LABOR CODE SECTION 2870**

**Employment Agreements; Assignment Of Rights**

4 x 6

(a) Any provisions 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.

4 x 6

## EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

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**1. EMPLOYMENT AT WILL.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause or notice.

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Company's time or with the Company's equipment, or c) assigned to the Company or to a third party at the direction of the Company pursuant to the terms of this Agreement.

**2.4.3. Prior Inventions.** "Prior Inventions" shall include all Inventions that I have a) alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my employment with the Company, or b) caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, and that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. Prior Inventions shall not be affected by this Agreement. As described below (see Section 4.1), I agree to disclose promptly in writing to the Company all Inventions that are Prior Inventions.

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**4.2. Assignment of Inventions.** Subject to Sections 4.3, and 4.5, I hereby assign and agree to assign in the future (when any such Inventions (including Employer Inventions) or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement (and all Proprietary 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 with the Company, except as provided in Section 4.7.

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**4.4. Government or Third Party.** I also agree to assign all my right, title and interest in and to any particular Invention (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement to a third party, including without limitation the United States, as directed by the Company.

**4.5. Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire", pursuant to United States Copyright Act (17 U.S.C., Section 101). Further, I acknowledge that such "works for hire" are and will be prepared wholly within the scope of my employment and such work has been and will be specially

ordered or commissioned by the Company. As between myself and the Company, the Company shall exclusively and perpetually own all now known or hereafter existing rights of every kind throughout the universe in and to such results and proceeds. The Company shall have the right, but not the obligation, to use, adapt, change, or revise any work or product of myself or any part thereof and to combine the same with other material or works and I expressly waive any so-called "moral rights" of authors in the work. Furthermore, to the extent I may have or acquire any right, title, or interest in the result of any work which I perform or work product which I create during my employment with the Company, I hereby assign to the Company any and all such right, title, and interest. The Company shall also have the exclusive right, throughout the universe and in perpetuity, to use and reproduce and license others to use and reproduce, my name and likeness in connection with my services hereunder. I expressly agree to take any and all actions necessary to establish and preserve the Company's rights under this Section.

**4.6. Enforcement of Proprietary Rights.** I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to any and all Inventions (including Employer Inventions) assigned or assignable to the Company pursuant to this Agreement in any and all countries. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Inventions (including Employer Inventions) in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

**4.7. Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions (including Employer Inventions) to the Company do not apply to any Invention that qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B) or similar local law. I will advise the Company promptly in writing of any Inventions that I believe meet the criteria in this Section and not otherwise disclosed on Exhibit A.

**5. RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions (including Employer Inventions)

made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

## **6. CONFLICTING EMPLOYMENT.**

**6.1. During Employment with the Company.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company.

**6.2. After Employment with the Company Ends.** I acknowledge and agree that solicitation of employees, clients or customers of the Company on behalf of another employer whose business competes with the Company where such other employer is located either a) in the nine-county San Francisco Bay Area, or b) if I am employed outside the San Francisco Bay Area then within 50 miles of my place of employment with the Company, would require me to use Proprietary Information gained through my employment with the Company. I acknowledge and agree that the covenants in this section are essential to adequately protect the Proprietary Information of the Company. I hereby agree that I shall not, in any manner (other than as authorized in writing by the Company, which authorization may be granted or withheld in the Company's sole discretion), during the twelve (12) months after my employment with the Company ends, directly or indirectly, on my own behalf or in the service of or on behalf of any other individual or entity, either as a proprietor, employee, agent, independent contractor, consultant, director, officer, member, partner or stockholder:

**6.2.1.** divert, solicit, attempt to solicit or accept business from any (a) current or former client of the Company or (b) prospective client of the Company that was actively sought as a client of the Company while I was an employee of the Company, for the purposes of providing products or services that are competitive with the Company's;

**6.2.2.** solicit for employment, directly or indirectly, any person who is or was employed by the Company while I was an employee of the Company; or

**6.2.3.** interfere with, disrupt or attempt to disrupt the past, present or prospective relationship, contractual or otherwise, between the Company and any third party with whom I had material contact while I was an employee of the Company. The term "prospective relationship" is defined as any relationship in which I had actually sought an individual or entity as a prospective client, supplier, consultant or vendor to the Company.

**7. 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 have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

**8. RETURN OF 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 Inventions (including Employer Inventions) assigned or assignable to the

Company pursuant to this Agreement, 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 work 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 form attached as Exhibit C.

**9. NOTIFICATION TO NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification to my new employer of my rights and obligations under this Agreement.

#### **10. GENERAL PROVISIONS.**

**10.1. Legal and Equitable Remedies.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

**10.2. Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in San Francisco County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

**10.3. Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. To the extent permitted by law, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**10.4. Successors and Assigns.** This Agreement cannot be assigned by me and shall be binding upon my heirs, executors, administrators and other legal representatives. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants hereunder shall inure to the benefit of and be enforceable by said successors and assigns.

**10.5. 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.

**10.6. Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall



not be required to give notice to enforce strict adherence to all terms of this Agreement.

**10.7. Notices.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other 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.

**10.8. Entire Agreement.** Except as expressly provided herein, the obligations set forth in this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: OPEN TV

Sept 08, 2005

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

Dated: 09/07/2005



(Signature)

AMIT VERMA

(Printed Name)

**EXHIBIT A**

**TO:** OpenTV, Inc.

**FROM:**

**DATE:**

**SUBJECT:** Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by OpenTV, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

☐ Additional sheet attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
1.		
2.		
3.		

☐ Additional sheets attached.

**EXHIBIT B**

**CALIFORNIA LABOR CODE SECTION 2870**

**Employment Agreements; Assignment Of Rights**

(a) Any provisions 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.