

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3204419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KIRAN VANGANURU	10/11/2007
RECEIVING PARTY DATA	
Name:	INTERDIGITAL PATENT HOLDINGS, INC.
Street Address:	200 BELLEVUE PARKWAY
Internal Address:	SUITE 300
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19809
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14125302
CORRESPONDENCE DATA	
Fax Number:	(215)568-6499
<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:	215-568-6400
Email:	KLynch@vklaw.com
Correspondent Name:	VOLPE AND KOENIG, P.C.
Address Line 1:	30 SOUTH 17TH STREET
Address Line 2:	UNITED PLAZA, SUITE 1800
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	IDC-11068US02
NAME OF SUBMITTER:	JONATHAN M. DUNSAY
SIGNATURE:	/Jonathan M. Dunsay/
DATE SIGNED:	01/29/2015
Total Attachments: 6	
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NON-DISCLOSURE AND ASSIGNMENT OF IDEAS AGREEMENT

This Non-Disclosure and Assignment of Ideas Agreement ("Agreement") is made effective as of October 15, 2007 between Kiran Vanganuru, an individual residing at 3000 Valley Forge Dr #1150 King of Prussia, PA 19151 USA ("Employee") and **INTERDIGITAL COMMUNICATIONS, LLC**, a Pennsylvania Limited Liability Company with a principal place of business at 781 Third Avenue, King of Prussia, Pennsylvania 19406-1409 U.S.A., previously known as InterDigital Communications Corporation, ("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 Related Entities 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);

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 certain of 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 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 the 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. Improper use may include, but is not limited to, using Business and Confidential Information to divert business or income from Employer and its Related Entities.

4. 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, whether or not conceived or made during working hours, and relating in any manner to the Business or investigations of Employer or its Related Entities 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. Work performed as an employee of Employer shall be deemed a work for hire for purposes 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.

5. 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 4 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 said countries.

6. 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 and/or any of its Related Entities.

7. 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 4, 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 item 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 or Confidential Information and to the Employer's or any of its Related Entities' Business or operations.

8. 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 labor performed by Employee.

9. 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; provided however, if this entire Agreement is found null and void for any reason, the most recent prior Confidential Information/Non-Disclosure Agreement executed by Employee will remain in full force and effect.

10. Remedies. Employee acknowledges that any breach by Employee of this Agreement, including without limitation, the improper use or disclosure by Employee of any Business or 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.

11. No Waiver. The failure of either 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.

12. No Employment Contract. 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 and that this Agreement shall not be construed or enforced as an employment contract or give Employee any right or guarantee to be employed for any specific time or to limit Employer's right to terminate Employee's employment at that time, with or without cause.

13. 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 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 the benefit of Employer and its existing and future Related Entities and their successors and assigns; and

c. Shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions.

14. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement may be brought either in the courts of the Commonwealth of Pennsylvania, Montgomery County or, at the sole discretion of Employer and if it 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.

15. Export Control. Employee agrees to comply with all applicable export and reexport 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, reexport 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 written 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.

* * *

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

INTERDIGITAL COMMUNICATIONS, LLC

EMPLOYEE

By: GD Isaacs

By: V. S. kiran kumar

Gary Isaacs, Chief Administrative Officer

Name (print): Kiran Vanganuru

Date: October 11, 2007

Date: 10/09, 2007

NOTARIAL ACKNOWLEDGEMENT

STATE OF Pennsylvania

SS.

COUNTY OF Montgomery

ON THIS, the 9th day of October, 2007, before me the undersigned personally appeared KIRAN VANGANURU, 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.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Dolores Redmond, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires July 2, 2011

Dolores Redmond [SEAL]
Notary Public

Member, Pennsylvania Association of Notaries
My Commission Expires, _____, 20____