

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3284016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCOTT RICHMOND	11/01/2006
JOE EVANKO	09/05/2013
RECEIVING PARTY DATA	
Name:	ELECTRONICS FOR IMAGING, INC.
Street Address:	6750 DUMBARTON CIRCLE
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94555
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14022035
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
<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:	(206)359-8000
Email:	cortt@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 2:	PATENT PROCUREMENT
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	110656-8654.US01
NAME OF SUBMITTER:	MICHAEL A. GLENN
SIGNATURE:	/MAG/
DATE SIGNED:	03/26/2015
Total Attachments: 10	
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**DECLARATION (37 C.F.R. 1.63) FOR UTILITY OR DESIGN PATENT APPLICATION
USING AN APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENT**

Title of Invention: COUPLING OF DIGITAL PRINTER AND FINISHING

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, or (if following box is checked):

☒ United States application or PCT international application number 14/022,035 filed
on 09/09/2013.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understood the contents of the application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. Section 1.56.

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the above-identified patent application and further identified by the Attorney Docket Number provided above in the header of this document;

Whereas, **ELECTRONICS FOR IMAGING, INC.**, a corporation duly organized under and pursuant to the laws of the state of Delaware, having its principal place of business at 303 Velocity Way, Foster City, CA 94404, desires to acquire and each undersigned inventor desires to grant to **ELECTRONICS FOR IMAGING, INC.**, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for one dollar (\$1.00) and good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor, hereinafter referred to as **ASSIGNOR**, hereby sells or has sold, assigns or has assigned, and otherwise transfers or has transferred to **ELECTRONICS FOR IMAGING, INC.**, hereinafter referred to as **ASSIGNEE**, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to the Assignee, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by the Assignee, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned inventor agrees to execute, without charge to said Assignee but at the Assignee's expense, any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, in Assignee, its

successors, legal representatives, and assigns, whenever requested by the Assignee, its successors, legal representatives, or assigns.

ASSIGNOR(S) grants the attorney of record the power to insert on this Assignment any further identification that 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.

Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to the Assignee and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned inventor also hereby grants the assignee, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent Application Number) which may be necessary or desirable for recordation of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

1) Legal Name of Inventor: Scott RICHMOND

Signature: _____ Date: _____

2) Legal Name of Inventor: Joe EVANKO

Signature:  _____ Date: 9-5-13

ELECTRONICS FOR IMAGING, INC.

**EMPLOYMENT, CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with Electronics For Imaging, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **AT-WILL EMPLOYMENT.** I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes an "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without cause at the option of either the Company or myself, with or without notice.

2. **CONFIDENTIAL INFORMATION.**

(a) **Company and Third Party Information.** I agree that at all times during the term of my employment and thereafter, to hold in strictest of confidence, and not to use, except for the benefit 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. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, information relating to products, services, software, research, developments, technology, 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 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, and I understand that such information is also Confidential Information. I further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Former Employer Information.** 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 any 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 by such employer, person or entity.

3. **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 that I have, alone or jointly with others, conceived, developed or reduced to practice

or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, 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 (collectively referred to as "Prior Inventions"). If no such list is attached, I represent that there are no such 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 Invention 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 the reason. If in the course of my employment with the Company, I incorporate into the Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license, with the right to grant sublicenses, to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine. Notwithstanding the foregoing, I agree that I will not incorporate or permit to be incorporated, Prior Inventions in any Company product, process or machine without the Company's prior written consent.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, and 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, mask works, ideas, processes, formulas, source and object code, data, programs, discoveries, know-how, designs, techniques, original works of authorship, developments, concept, improvements or trade secrets, whether or not patentable or registrable under patent, copyright, trademark or similar laws, that I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived, developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(e) below. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made 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 others) 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 Registration. I agree to assist Company, or its designee, at the Company's expense, in every way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks, mask work rights or other intellectual property rights relating thereto, in any and all countries, including disclosing to the Company all pertinent information and data with respect thereto, and executing all applications, specifications, oaths, assignments and all other instruments that 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, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, trademarks, 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 will 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 on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint to the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute 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 patent, copyright, mask work, trademark or other intellectual property rights assigned hereunder to the Company.

(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention that qualifies fully under the provisions of the California Labor Code Section 2870 (attached hereto as Exhibit B). I have reviewed the notification on Exhibit B 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 California Labor Code Section 2870 and that are not otherwise disclosed on Exhibit A.

(f) **Obligation to Keep Company Informed.** [REDACTED]

[REDACTED]

4. **CONFLICTING EMPLOYMENT.** [REDACTED]

[REDACTED]

5. **RETURNING COMPANY DOCUMENTS.** I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me

pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.

6. SOLICITATION OF EMPLOYEES OR CUSTOMERS. [REDACTED]

7. REPRESENTATIONS. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. 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 agreements to keep in confidence proprietary 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 oral or written agreement in conflict herewith.

8. LEGAL AND EQUITABLE REMEDIES. [REDACTED]

9. NOTIFICATION OF NEW EMPLOYER. [REDACTED]

10. GENERAL PROVISIONS

(a) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly consent to the exclusive jurisdiction and venue of the state courts in San Mateo County, California or the federal court for the Northern District of California for any lawsuit arising from or relating to this Agreement.

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND WORKS OF AUTHORSHIP

TO: Electronics For Imaging, 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 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:

[NONE] _____

☐ Additional sheets 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.	[NONE] _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

(b) **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.

(c) **Employment.** 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.


(d) **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.

(e) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(f) **Successors and Assigns.** 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.

(g) **Entire Agreement.** The obligations pursuant to Sections 2 and 3 of 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 _____, 20____.


Signature


Name of Employee (typed or printed)

Witnessed by:

EFI Witness



November 1, 2006

Scott Richmond

Dear Scott:

Welcome to EFi!

Your compensation package will be as follows:

In addition, you are eligible to receive the following compensation and benefits:

1.

2.

3.

4.

5.

Please sign and return to [REDACTED] a copy of this letter, the Employment, Confidential and Invention Assignment Agreement and Mutual Release Agreement attached as soon as possible. We plan to have all of these employment related forms returned by November 6, 2006. [REDACTED]

Best regards,

Jackie Cimino

Jackie Cimino
Vice President, Human Resources

Accepted: _____

Scott Richmond

Start date: _____

5/1/06

Encl.

IMPORTANT PAYROLL INFORMATION: To log into the Payroll WorkCenter you will need the following information:

Date of Hire: 11/01/2006