

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3319996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FRED B POLAND	01/13/2003
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LANDMARK GRAPHICS CORPORATION	
<b>Street Address:</b>	10200 BELLAIRE BLVD.	
<b>City:</b>	HOUSTON	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	77072	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13699514
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(713)658-1921	
<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>	713-658-2323	
<b>Email:</b>	jharris@craincaton.com	
<b>Correspondent Name:</b>	CRAIN CATON & JAMES	
<b>Address Line 1:</b>	1401 MCKINNEY, SUITE 1700	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77010	
<b>ATTORNEY DOCKET NUMBER:</b>	33849-577	
<b>NAME OF SUBMITTER:</b>	WILLIAM P. JENSEN	
<b>SIGNATURE:</b>	/William P. Jensen/	
<b>DATE SIGNED:</b>	04/21/2015	
<b>Total Attachments: 6</b>		
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## EMPLOYEE DECLARATION

I, Fred B. Poland, ("Employee") in consideration of my employment or the continuation of employment by Landmark Graphics Corporation. ("Landmark"), and other valuable and sufficient considerations, hereby acknowledge, agree, and declare the following:

### DECLARATION

1. I recognize that Landmark is engaged in a continuous program of research, development, and production respecting its business, present and future.
2. I understand that:
  - 2.1 As part of my employment by Landmark, I am expected to make new contributions and inventions of value to Landmark;
  - 2.2 My employment creates a relationship of confidence and trust between me and Landmark with respect to any information:
    - 2.2.1 Applicable to the business of Landmark; or
    - 2.2.2 Applicable to the business of any client or customer of Landmark, which may be made known to me by Landmark or by any client or customer of Landmark, or learned by me in such context during the period of my employment.
3. I hereby acknowledge and agree to the following:
  - 3.1 **PROPRIETARY INFORMATION.**
    - 3.1.1 In my position of employment, I will be exposed to confidential information and trade secrets (hereinafter "Proprietary Information") pertaining to, or arising from, the business of Landmark. I hereby acknowledge that such Proprietary Information is unique and valuable to Landmark's business and that Landmark would suffer irreparable injury if this information were divulged to those in competition with Landmark. Therefore, I agree to keep in strict secrecy and confidence, both during and after the period of my employment, any and all information which I acquire, or to which I have access, during employment by Landmark, that has not been publicly disclosed by Landmark or that is not a matter of common knowledge by Landmark's competitors. The Proprietary Information covered by this Agreement shall include, but shall not be limited to, information relating to any inventions, processes, formulae, plans, devices, compilations of information, technical data, mailing lists, distribution methods, names of suppliers and customers, arrangements entered into with suppliers and customers, including, but not limited to, marketing strategies and trade secrets of Landmark.

- 3.1.2 I agree that during and after my employment with Landmark, except with prior written approval of Landmark, I will neither: (i) directly or indirectly, disclose any Proprietary Information to any person except authorized personnel of Landmark; nor, (ii) use Proprietary Information in any way. I further agree, that upon my termination from employment, whether voluntary or involuntary, within forty-eight (48) hours of my termination, I will return to Landmark all documents, records or other memorializations, including copies of documents and any notes which I have prepared, that contain Proprietary Information or relate to Landmark's business, that are in my possession or under my control.

**3.2 INVENTIONS.**

- 3.2.1 I agree to disclose, fully and promptly, and only to Landmark, all ideas, methods, plans, improvements or patentable inventions of any kind, which are: made or discovered, in whole or in part, by me during the performance of my job duties; the result of any aid, support or assistance by Landmark; or, created during my work time with Landmark.
- 3.2.2 In connection with any invention, discovery, concept or idea subject to the foregoing Clause No. 3.2.1, I will promptly execute a specific assignment of any title, shop right or license to Landmark, and, if requested to do so, I will cooperate fully with Landmark to secure a patent, shop right or license therefor in the United States and/or in foreign countries. However, nothing in this Agreement shall require any assignment otherwise prohibited by law.

**3.3 CONFLICT OF INTEREST.**

- 3.3.1 During the period of my employment, I will not engage in any activity, whatsoever, which conflicts with the interests of Landmark or with my duties as an employee. I will not initiate or engage in any business, research or other activity which is identical, or similar, to that which I am performing for Landmark, nor will I directly or indirectly serve, advise or be employed by any individual, firm or company engaged in the same or a similar line of business as that carried on by Landmark.
- 3.3.2 Except where set forth below my signature on this document, I have no agreements with, or obligations to, any party which conflict, or may conflict, with the interests of Landmark or with my duties as an employee of Landmark, and I do not own or have an interest in any patent, patent application or unpatented invention.

**3.4 PRIOR INVENTIONS.**

- 3.4.1 As a matter of record, I have identified on Exhibit "A" attached hereto, all inventions or improvements relevant to the subject matter of my employment by Landmark which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Landmark, which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If "No inventions or improvements" is indicated on Exhibit "A", I represent that I have made no such inventions and improvements at the time of signing this Agreement.

3.4.2 I represent that I have not brought and will not bring with me to Landmark or use in the performance of my responsibilities at Landmark any materials or documents of any former employer which are not generally available to the public, unless I have obtained written authorization from the former employer for their possession and use.

3.4.3 Accordingly, this is to advise Landmark that the only materials or documents of a former employer which are not generally available to the public that I will bring to Landmark or use in my employment are identified on Exhibit "B" attached hereto, and as to each such item, I represent that I have obtained prior to the effective date of my employment with Landmark written authorization for their possession and use in my employment with Landmark.

3.4.4 I also understand that, in my employment with Landmark, I am not to breach any obligation of confidentiality or duty that I have to any former employer, and I agree that I shall *fulfill* all such obligations during my employment with Landmark.

3.5 **REMEDIES FOR BREACH.** I agree that any breach of this Agreement by me would cause irreparable damage to Landmark and that, in the event of such breach, Landmark shall have, in addition to any and all remedies of law, the right to have an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

4. I also understand and agree:

4.1 **EMPLOYEE-AT-WILL.** That this Agreement pertains to proprietary information, trade secrets, discoveries and inventions and that no employment contract of definite duration, either express or implied, is created by this Agreement. Furthermore, I recognize that at all times I remain an employee-at-will, and my employment may be terminated at any time with or without notice and with or without cause.

4.2 **MODIFICATIONS.** That the obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing, signed by Employee and an officer of Landmark.

4.3 **SEVERABILITY.** That this Agreement is intended to supplement, and not to limit, supersede or waive, any duty which may be imposed upon me by law as a result of employment. This Agreement is intended to be binding and enforceable to the full extent permitted by law. Should any provision of this Agreement be void or unenforceable by law, I agree and intend that the remainder of this Agreement, to the greatest extent permitted by law, shall continue to be binding upon me and legally enforceable.

4.4 **SURVIVAL OF COVENANTS.** That the provisions and agreements entered herein shall survive the term of my employment to the extent reasonably necessary to accomplish their purpose in protecting the interests of Landmark in any proprietary information, inventions or discoveries disclosed to, made, or learned by me while employed.

4.5 **TEXAS LAW APPLIES.** That in the event of any dispute arising under this Agreement, the laws of the State of Texas will govern the interpretation, validity and effect of this Agreement, without regard to the place of execution or the place of performance thereof.

5. I have read the above terms and covenants. I hereby accept this Agreement, acknowledge that I fully understand all terms and requirements set forth, and enter into this Agreement voluntarily and knowingly.

WITNESS:

EMPLOYEE:

By: Tracey Scovell-Priem  
(Signature)

By: Fred B. Poland  
(Employee Signature)

TRACEY SCOVELL-PRIEM  
(Printed Name)

Fred B. Poland  
(Printed Name)

HR REP.  
(Title)

1/13/03  
(Date)

EXHIBIT A

LANDMARK GRAPHICS CORPORATION  
15150 Memorial Drive  
Houston, Texas 770794304

Gentlemen:

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Landmark Graphics Corporation ("Landmark") which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Landmark:

✓  
\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ See Below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Additional sheets attached

Yours very truly,

Fred B Poland  
(Signature)

Fred B Poland  
(Printed Name)

**EXHIBIT B**

LANDMARK GRAPHICS CORPORATION  
15150 Memorial Drive  
Houston, Texas 77079-4304

Gentlemen:

I propose to bring to my employment the following materials and documents of a former employer which are not generally available to the public, which materials and documents may be used in my employment:

☒ No materials  
☐ See Below  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
Additional sheets attached

The signature below confirms that my continued possession and use of these materials is authorized by said former employer.

Yours very truly,

Fred B Poland  
(Signature)

Fred B Poland  
(Printed Name)