

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3450492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BING SUN	06/25/2013
CHONG XU	06/25/2013
JEFF HETZLER	04/01/2014
ZHENG BU	05/14/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MCAFEE, INC.
<b>Street Address:</b>	2821 MISSION COLLEGE BOULEVARD
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13977014
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(972)226-4837
<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>	(214) 823-1241
<b>Email:</b>	dellagonzales@patcapgroup.com
<b>Correspondent Name:</b>	THOMAS J. FRAME
<b>Address Line 1:</b>	2816 LAGO VISTA LANE
<b>Address Line 2:</b>	PATENT CAPITAL GROUP
<b>Address Line 4:</b>	ROCKWALL, TEXAS 75032
<b>ATTORNEY DOCKET NUMBER:</b>	04796-1126US (P55046US)
<b>NAME OF SUBMITTER:</b>	THOMAS J. FRAME
<b>SIGNATURE:</b>	/Thomas J. Frame/
<b>DATE SIGNED:</b>	07/22/2015
<b>Total Attachments: 10</b>	
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source=04796-1126US-2015-7-21-FILED-Assignment#page10.tif

**ASSIGNMENT**

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventor(s):

**BING SUN; CHONG XU; JEFF HETZLER; ZHENG BU**

hereby sell, assign, and transfer to:

**MCAFFEE, INC.**

a corporation of Delaware, having a principal place of business at 2821 Mission College Boulevard, Santa Clara, California, 95054 USA ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and improvements that are disclosed in the International application entitled:

**GENERIC PRIVILEGE ESCALATION PREVENTION**

**(I hereby authorize and request my attorney, associated with Customer Number 97298, to insert on the designated lines below, the filing date and application number of said application when known.)**

which was filed on March 15, 2013 as

International Application Number PCT/US2013/032426 and

which has been executed by the undersigned prior hereto or concurrently herewith on the date(s) indicated below,

and in and to said International application and all related applications (e.g. national phase applications, divisional applications, continuation applications, reexaminations, reissues, and the like) that have been or shall be filed in the United States and/or all foreign countries on said inventions and improvements, as well as in and to all rights of priority resulting from the filing of said International application;

agree that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Bingsun  
BING SUN

6/25/2013  
(Today's Date)

Chong Xu  
CHONG XU

6/25/2013  
(Today's Date)

\_\_\_\_\_  
JEFF HETZLER

\_\_\_\_\_  
(Today's Date)

\_\_\_\_\_  
ZHENG BU

\_\_\_\_\_  
(Today's Date)

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

\_\_\_\_\_  
BING SUN

\_\_\_\_\_  
(Today's Date)

\_\_\_\_\_  
CHONG XU

\_\_\_\_\_  
(Today's Date)

  
\_\_\_\_\_  
JEFF HETZLER

4-1-2014  
\_\_\_\_\_  
(Today's Date)

\_\_\_\_\_  
ZHENG BU

\_\_\_\_\_  
(Today's Date)

## EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

This Agreement is intended to formalize in writing certain understandings and procedures with respect to my employment by Networks Associates, Inc., doing business as Network Associates, Inc., or any business unit or company wholly or partly owned by Network Associates, Inc., (the "Company"). In return for my employment by the Company, I acknowledge and agree that:

1. Duties; No Conflict. In return for the compensation that the Company will pay me, I will perform for the Company such duties as the Company may designate from time to time. During my employment by the Company, I will devote my best efforts to the interests of the Company and will not, without the Company's prior written consent, engage in other employment or in any activities that the Company determines to be detrimental to its best interests.
2. Period of Employment. As used herein, the period of my employment includes any time in which I may be retained by the Company as a consultant.
3. Prior Work. All previous work done by me for the Company relating in any way to the conception, design, development or support of products for the Company is the property of the Company.
4. Proprietary Information: "Proprietary Information" includes any information (a) applicable to the business of the Company; or (b) applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me in such context during the period of my employment. By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information in written, oral, electronic or other form, concerning research, experimental work, development, design details and specifications, engineering, techniques, sketches, drawings, models, Inventions (defined below), know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes any abstract or summary of Proprietary Information. "Proprietary Information" also includes all materials (including without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) that the Company provides me.
5. Ownership of Proprietary Information. The Company (or, as applicable, its assigns, and its clients or customers) owns all right, title and interest (including all patent, trademark, copyright, trade secret, and other intellectual property rights) in the Proprietary Information.
6. Nondisclosure of Proprietary Information. My employment creates a relationship of confidence and trust between the Company and me with respect to any Proprietary Information. I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, at all such times, I will be free to use information that is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish.
7. Return of Materials. Upon termination of my employment or at any time at the request of the Company before termination, I will deliver to the Company all written and tangible material in my possession that incorporates any Proprietary Information and relates to the Company's business, or the business of the Company's present, past and prospective clients or customers.
8. Inventions. The term "Inventions" means any and all new or useful art, discovery, improvement, technical development, idea, or invention whether or not patentable, and all related know-how, designs, maskworks, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works.

9. Disclosure of Prior Inventions. I have identified on Exhibit A attached hereto all Inventions relating in any way to the Company's business or demonstrably anticipated research and development that I made, developed or reduced to practice prior to commencing my employment with the Company ("Prior Inventions"). I represent that such list is complete. I have no rights in any Inventions other than those Prior Inventions specified in Exhibit A. If there is no such list on Exhibit A, I represent that I have made no Prior Inventions as of the date of this Agreement.
10. Cooperation in Perfecting Rights to Inventions.
- (a) I agree to perform, during and after my employment, all acts that the Company deems necessary or desirable to permit and assist the Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, maskworks or other legal proceedings.
- (b) If the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, trademark, or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by me.
11. No Violation of Rights of Third Parties. My performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data that I acquired prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement that will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.
12. Survival. This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.
13. Non-assignable Inventions. This Agreement does not apply to an Invention that qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and I agree that my signature acknowledges receipt of the notification.
14. No Solicitation. During the term of my employment with the Company and for one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of the Company to terminate their employment with the Company.
15. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
16. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by 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.
17. Severability. If a court of law holds that any provision of this Agreement is illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
18. Waiver. The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.

19. Entire Agreement. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both the Company and me. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Company:

Network Associates, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Employee:

By:



Printed Name:

ZHENG BU

Dated:

05/14/2003



Exhibit A

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company'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 Company's business, or actual or demonstrably anticipated research or development of the Company.
- (2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: ZHENG BU  
(Emp Name)

Date: 05/06/2003

Witnessed by: \_\_\_\_\_  
(Printed Name of Representative)

Dated: \_\_\_\_\_

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

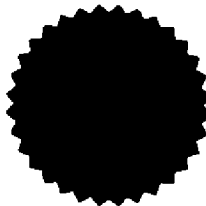
"NETWORKS ASSOCIATES TECHNOLOGY, INC.", A DELAWARE CORPORATION,

WITH AND INTO "MCAFFEE, INC." UNDER THE NAME OF "MCAFFEE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2004, AT 2:20 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2306741 8100M

040845933



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3497356

DATE: 11-23-04

PATENT  
REEL: 036157 FRAME: 0010

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:28 PM 11/23/2004  
FILED 02:30 PM 11/23/2004  
SRV 040845933 - 2306741 FILE

**CERTIFICATE OF OWNERSHIP  
AND MERGER**

merging

**NETWORKS ASSOCIATES TECHNOLOGY, INC.**  
(a Delaware corporation),

with and into

**MCAFEE, INC.**  
(a Delaware corporation)

Pursuant to the provisions of Section 253 of the Delaware General Corporation Law (the "DGCL"), McAfee, Inc., a Delaware corporation (the "Parent"), hereby adopts the following Certificate of Ownership and Merger for the purpose of effecting the merger of the Parent with Networks Associates Technology, Inc., a Delaware corporation ("Subsidiary"), with the Parent as the sole surviving corporation (the "Merger"). The Parent does hereby certify that:

1. The Parent owns all of the outstanding shares of capital stock of the Subsidiary.
2. A true and complete copy of the resolutions of the Parent's board of directors approving the Merger (the "Board Resolutions"), containing such information as required by Section 253 of the Delaware General Corporation Law, is set forth in "Exhibit A," attached hereto and made a part hereof. The Board Resolutions were duly adopted by the Parent's board of directors by written consent dated effective as of November 18, 2004. Such Board Resolutions have not been modified or rescinded and are in full force and effect on the date hereof.
3. The Parent shall be the sole corporation surviving the Merger.
4. The Merger shall be effective as of the date this Certificate of Ownership and Merger is filed with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned surviving corporation has caused this Certificate of Ownership and Merger to be executed in its corporate name this 19<sup>th</sup> day of November, 2004.

MCAFEE, INC.

By: *Kent H. Roberts*  
Kent H. Roberts  
Executive Vice President and General  
Council



**RESOLVED** that the Board hereby determines it to be in the best interests of the Company and its shareholders to merge into the Company its wholly owned subsidiary, Networks Associates Technology, Inc., a Delaware corporation.

**RESOLVED** that the Company does hereby merge into itself its wholly owned subsidiary, Networks Associates Technology, Inc., and assumes all of the obligations of Networks Associates Technology, Inc.

**RESOLVED** that said merger shall become effective upon the filing of a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

**RESOLVED** that the Second Restated Certificate of Incorporation shall remain unchanged by the merger and in full force and effect until further amended in accordance with the Delaware General Corporation Law.

**RESOLVED** that the proper officers of the Company be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge Networks Associates Technology, Inc. and to assume its obligations and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger and change of name.