PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3509486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JACQUELINE L. JORDAN	01/29/2015
PAUL D. COBB	02/03/2015
MATTHEW A. STIFFLER	02/05/2015
SHU KUEN CHANG	02/05/2015
JEEWON JUNG	02/25/2015
J. RANDOLPH PLEMEL	04/08/2015
JOHN L. GRIMLEY	02/05/2015
MICHELLE HA	02/05/2015
ANASTASIOS G. KARAHALIOS	02/05/2015
SARA B. FRISK (FORMERLY KNOWN AS SARA FRAMPTON)	04/28/2006

RECEIVING PARTY DATA

Name:	IDEO LP (FORMERLY IDEO, LLC)	
Street Address:	715 ALMA STREET	
City:	PALO ALTO	
State/Country:	CALIFORNIA	
Postal Code:	94301	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14546168

CORRESPONDENCE DATA

Fax Number: (215)656-2498

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.

Phone: 215-656-3381

Email: pto.phil@dlapiper.com

IP GROUP OF DLA PIPER LLP (US) Correspondent Name:

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST, SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: SWC-13-1585R

REEL: 036474 FRAME: 0916 503462861

PATENT

NAME OF SUBMITTER:	NANCY NUNEZ
SIGNATURE:	/NN/
DATE SIGNED:	09/02/2015
Total Attachments: 14	
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PATENT REEL: 036474 FRAME: 0917

WHEREAS, WHEREAS, Jacqueline L. Jordan of Allen, County of Collin, State of Texas, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby does sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

Assignor agrees to execute all papers necessary in connection with the Applications and any continuing, divisional, conversion, or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

Assignor agrees to execute all papers necessary in connection with any interference or other proceeding which may be declared concerning the Applications or any continuation, division, conversion, or reissue thereof or Letters Patent or reissue patent issued thereof and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

Assignor agrees to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain a grant of valid United States of America patents and any foreign patents to the Assignee and to vest all rights therein hereby conveyed to said Assignee" as fully and entirely as the same would have been held by Assignor if this Assignment or sale had not been made.

Assignor hereby authorizes and request the Patent and Trademark Office Officials In the United States of America and in any foreign countries to issue any and all Letters Patent resulting from the Applications or any continuation, divisional, conversion, or reissue applications thereof to Assignee, as Assignee of the entire interest, and hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date indicated.

Jacqueling L. Jordan

1249 Monica Drive
Allen, TX, 75013

State of Texas

) ss: County of Collin)

Before me, this 27 day of TAN., of 2015, came <u>Jacqueline L. Jordan</u> to me known to be the person named aforesaid and acknowledged the execution thereof to be her own freq act and deed.

Notine Public

NORMA J. WOOTEN
My Commission Expires
June 10, 2017

WHEREAS, Paul D. Cobb of Westlake, County of Cuyahoga, State of Ohio, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (formerly IDEO LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

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IN WINESS WHEREOF, Assignor has executed this Assignment on t	the date indicated.
	15
Paul D/Cobb 23422 Horseshoe Blvd.	
Westlake, OH. 44145	
State of Ohio)	
County of Cuyahoga)	
Before me, this 3rd day of February, of 2015, came Paul D. Cobb to me I	known to be the person named aforesaid and
acknowledged the execution thereof to be her own free act and deed.	ELIZAB ETH BARKS
Eliabeth, DOWK	A Netary Public - State of Ohio
Notary Public	Recorded in Lake County
SEAL.	My commission expires March 24, 2018

SEAL

PATENT REEL: 036474 FRAME: 0919

WHEREAS, Matthew A. Stiffler of Evanston, County of Cook, State of Illinois, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby docs sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

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Assignor hereby authorizes and request the Patent and Trademark Office Officials In the United States of America and in any foreign countries to issue any and all Letters Patent resulting from the Applications or any continuation, divisional, conversion, or reissue applications thereof to Assignee, as Assignee of the entire interest, and hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

WHEREOF, Assignor has executed this Assignment on the date indicated. Date: HES STH, 2015 Matthew A. Stiffe 1800 Grant Street Evanston, IL. 60201 State of Illinois) ss:

Before me, this _____ day of ______, of 2015, came Matthew A. Stiffler to me known to be the person named aforesaid and acknowledged the execution thereof to be her own free act and deed.

Notary Public

J. HATHAWAY OFFICIAL SEAL by Public - State of Illinois of Commission Expires October 17, 2017 PATENT

SEAL

County of Cook

WHEREAS, Shu Kuen Chang of Evanston, County of Cook, State of Illinois, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby docs sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

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Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date indicated.

		· ·			
Ah.	Mel	up]	Date: Feb 5th	2015
Shu Kuen Chang					
1800 Ridge Ave.					
Unit 305					
Evanston, IL. 6020	1				
State of Illinois)				
) ss:				
County of Cook)				
		-2-62		OL IV Ob.	- to leaven to be the

Before me, this 5 day of 1015, came Shu Kuen Chang to me known to be the person named aforesaid and acknowledged the execution thereof to be her own free act and deed.

Notary Public

J. HATHAWAY
OFFICIAL SEAL
Notary Public - State of Illinois
Alty Commission Expires
October 17, 2017

PATENT

SEAL

WHEREAS, Jeewon Jung of Boston, County of Suffolk State of Massachusetts, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby docs sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

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Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Jeewon Jung
1163 Boylston Street
Apt. 23
Boston, MA 02215
State of Massachusetts

County of Suffolk

Before me, this 25 day of the county of Suffolk

Before me, this 25 day of the county of the coun

SEAL

WHEREAS, J. Randolph Plemel of Brooklyn, County of Kings, State of New York, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby docs sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

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Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Date: APRIL 8,2015

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date indicated.

J. Randolph Plemel 103 Milton Street

Apt. 2

Brooklyn, NY. 11222

State of New York

County of New York)

, of 2015, came J. Randolph Plemel to me known to be the person named Before me, this 6 day of April aforesaid and acknowledged the execution thereof to be her own free act and deed.

Notary Public

ATIET ETT FEE Notary Public - State of New York NO. 01LE6316129 Qualified in Kings County

My Commission Expires Dec 8, 2018

SEAL

WHEREAS, John L. Grimley of Kenosha, County of Kenosha, State of Wisconsin, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby does sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date indicated.

A	h 22	Date: 2-5-15	
John L. Grimley 4470 Harrison Road Kenosha, WI. 53142			
State of Illinois)		
County of Cook) ss:)		

Before me, this day of _____, of 2015, came John L. Grimley to me known to be the person named aforesaid and acknowledged the execution thereof to be her own free act and deed.

wledged the execution thereof to be her own free act and deed

otary Publ

My Commission Expires
October 17, 2017

PATENT

J. HATHAWAY
OFFICIAL SEAL
by Public - State of Illinois

SEAL

WHEREAS, Michelle Ha of Chicago, County of Cook, State of Illinois, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby docs sell, assign, and transfer to Assignee the full and exclusive right to the Inventions in the United States of America, its territories, dependencies, and possessions and the entire right, title, and interest in and to the Applications and any and all Letters Patent which may be granted therefor in the United States of America, its territories, dependencies, and possessions, and in any and all foreign countries; and to any and all divisions, reissues, continuations, conversions, and extensions thereof for the full term or terms for which the same may be granted.

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Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date indicated.

Michelle Ha
150 West Superior Street
Apt. 1203
Chicago, IL. 60654

State of Illinois
)
ss:
County of Cook

Before me, this 5 day of 128, of 20, came Michelle Ha to me known to be the person named aforesaid and acknowledged the execution thereof to be her own free act and deed.

Notary Jublic

OFFICIAL SEAL
Notary Public - State of Illinota
My Commission Expires
October 17, 2017

PATENT

SEAL

WHEREAS, Anastasios G. Karahalios of Chicago, County of Cook, State of Illinois, ("Assignor") has made new and useful improvements, contributions, and/or inventions which are disclosed in a Utility Patent Application entitled Color Display System ("Invention"), which is described in Patent Application No. 14/546,168 filed on November 18, 2014 ("Application").

WHEREAS, IDEO LP, (Formerly IDEO, LLC), of 715 Alma Street, Palo Alto, California 94301, its heirs, successors, legal representatives and assigns ("Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s) and in and to the Applications and any Letters Patent that may be granted therefor in the United States of America and in any foreign countries.

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Assignor agrees to execute all papers necessary in connection with any interference or other proceeding which may be declared concerning the Applications or any continuation, division, conversion, or reissue thereof or Letters Patent or reissue patent issued thereof and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

Assignor agrees to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain a grant of valid United States of America patents and any foreign patents to the Assignee and to vest all rights therein hereby conveyed to said Assignee" as fully and entirely as the same would have been held by Assignor if this Assignment or sale had not been made.

Assignor hereby authorizes and request the Patent and Trademark Office Officials In the United States of America and in any foreign countries to issue any and all Letters Patent resulting from the Applications or any continuation, divisional, conversion, or reissue applications thereof to Assignee, as Assignee of the entire interest, and hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date indicated.

Kard	ializ	Date: FEB 3	5, 2015
Anastasios G. Karaha 630 N. Franklin Stree Unit 405 Chicago, IL. 60654	alios		,
State of Illinois)) ss:		
County of Cook	ý		

Before me, this ____ day of _____, of 2-05 ame Anastasios G. Karahalios to me known to be the person named aforesaid and acknowledged the execution thereof to be her own free act and deed.

Notary Public

J. HATHAWAY OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires October 17, 2017

PATENT

SEAL

IDEO Inc. Employee Confidentiality and Assignment Agreement

In consideration of my employment by IDEO Inc. ("IDEO"), the salary paid to me, and my future access to certain Confidential Material, I agree:

- I. Confidential Material. My employment creates a relationship of confidence and trust between IDEO and me with respect to Confidential Material (as defined below). I agree not to use, publish, discuss or otherwise disclose (except as my IDEO responsibilities may require), either during or subsequent to my employment, any Confidential Material. "Confidential Material" means any and all information related to the business of IDEO or its clients that is not generally known in the trade or industry and includes, but is not limited to, technical and business information relating to IDEO's inventions or products, operations, research and development, production, manufacturing and engineering processes, costs, profit or margin information, electronic data, concepts, drawings, images or models, business plans, financial information, and sales and marketing data, and also includes any third party's proprietary or confidential information which IDEO is obligated to maintain in confidence. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use (i) information which is generally known in the trade or industry not as a result of a breach of this Agreement and (ii) my own skill, knowledge, know-how and experience.
- II. At-Will Employment: No Conflict. I will perform for IDEO such duties as may be designated by IDEO from time to time. I agree that my employment with IDEO is for no specified term, and may be terminated by IDEO at any time, with or without cause, and with or without notice. Similarly, I may terminate my employment with IDEO at any time, with or without cause and with or without notice. During my period of employment by IDEO, I will devote my best efforts to the interests of IDEO and will not engage in other employment or in any activities determined by IDEO to be detrimental to IDEO's best interests without IDEO's prior written consent.
- III. Return of Materials. Upon termination of my employment, or at IDEO's request before termination, I will deliver to IDEO all written and tangible material in my possession incorporating Confidential Material or Inventions (defined below) or otherwise relating to IDEO's business.
- IV. <u>Inventions</u>. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, 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.
- V. <u>Disclosure of Prior Inventions</u>. I have identified on <u>Exhibit A</u> ("Prior Inventions") attached hereto all Inventions relating in any way to IDEO's business or demonstrably anticipated research and development which were made by me prior to my employment with IDEO ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in <u>Exhibit A</u> ("Prior Inventions"). If there is no such list on <u>Exhibit A</u> ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.
- VI. Ownership of Inventions: License of Prior Inventions. I hereby agree promptly to disclose and describe to IDEO, and I hereby assign and agree to assign to IDEO or its designee, my entire right, title, and interest in and to all Inventions and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with IDEO (a) which relate at the time of conception or reduction to practice of the Invention to IDEO's business or actual or demonstrably anticipated research or development, or (b) which were developed on any amount of IDEO's time or with the use of any of IDEO's equipment, supplies, facilities or trade secret information, or (c) which resulted from any work I performed for IDEO ("IDEO Inventions"). I agree to grant IDEO or its designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of distribution) to practice all applicable patent, copyright and other intellectual property rights relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any IDEO Inventions. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any IDEO Inventions without IDEO's prior written consent.
- VII. <u>Future Inventions</u>. I recognize that Inventions relating to my activities while working for IDEO and conceived or made by me, alone or with others, within one (1) year after termination of my employment may have been conceived in significant part while employed by IDEO. Accordingly, I agree that such Inventions shall be presumed to have been

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conceived during my employment with IDEO and are to be assigned to IDEO unless and until I have established the contrary.

VIII Cooperation in Perfecting Rights to Inventions.

- A. I agree to perform, during and after my employment, all acts deemed necessary or desirable by IDEO to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to IDEO. 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. In the event that IDEO is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, maskwork or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint IDEO 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.
- IX. Appearance Release. I understand that IDEO or its employees may from time to time photograph or videotape projects, workshops, brainstorming sessions, company events and the like. I hereby grant IDEO permission to photograph and/or videotape me in the course of performing my duties for IDEO and to use such photos or videos in any and all media throughout the world in perpetuity in furtherance of IDEO's business including but not limited to in client proposals and marketing materials. I agree that IDEO shall be the exclusive owner of all copyright and other rights in and to such photos or videotapes. I agree that I will not assert or maintain against IDEO or its employees, directors or officers, any claim, action, suit or demand based upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with IDEO's authorized use of my physical likeness as provided herein. I understand that I will not be paid for my appearance or for the rights granted herein.
- X. No Violation of Rights of Third Parties. I represent and warrant that my performance of all the terms of this Agreement and as an employee of IDEO does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with IDEO, and I will not disclose to IDEO, or induce IDEO 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, including any non-competition agreement, which 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.
- XI. <u>Survival</u>. This Agreement (a) shall survive my employment by IDEO, (b) does not in any way restrict my right or the right of IDEO to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of IDEO, and (d) is binding upon my heirs and legal representatives.
- XII. Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification. However, I agree to disclose promptly in writing to IDEO all Inventions made or conceived by me during my term of my employment and for one (1) year thereafter, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by IDEO as to whether or not the Inventions should be the property of IDEO. Any such information will be received in confidence by IDEO.
- XIII. No Solicitation. During the term of my employment with IDEO and for a period of two (2) years thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of IDEO to terminate their employment with IDEO.
- XIV. <u>Injunctive Relief</u>. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to IDEO for which there will be no adequate remedy at law, and IDEO 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).

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XV. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

XVI. 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.

XVII. Severability; Waiver; Entire Agreement. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The waiver by IDEO 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. This Agreement represents my entire understanding with IDEO 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 me and IDEO. 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.

(Employee Signature)

GARA FRAMPTON

(Printed Name of Employee)

5110 N. GVEN WOOD AVE #

(Address) CHICAGO, IL GOBYO

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Exhibit A	·
PRIOR INVENTIONS	
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PATENT REEL: 036474 FRAME: 0930

Exhibit B

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 IDEO does not require you to assign or offer to assign to IDEO any invention that you developed entirely on your own time without using IDEO'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 IDEO's business, or actual or demonstrably anticipated research or development of IDEO; or
 - (2) Result from any work performed by you for IDEO.

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 IDEO 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: SWATAMMAN
GARA FRANDION
(Printed Name of Employee)
Date: 5.1.05
(

Witnessed by:

Nav De Warco

(Printed Name of Representative)

Dated:

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