

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3608138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WEIWEI SONG	05/14/2009
XIN XIONG	10/20/2015
RECEIVING PARTY DATA	
Name:	HUAWEI TECHNOLOGIES CO., LTD.
Street Address:	Huawei Administration Building
Internal Address:	Bantian, Longgang District
City:	Shenzhen, Guangdong
State/Country:	CHINA
Postal Code:	518129
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14601125
CORRESPONDENCE DATA	
Fax Number:	(972)732-9218
<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:	(972)732-1001
Email:	docketing@slater-matsil.com
Correspondent Name:	SLATER & MATSIL, L.L.P.
Address Line 1:	17950 PRESTON ROAD
Address Line 2:	SUITE 1000
Address Line 4:	DALLAS, TEXAS 75252
ATTORNEY DOCKET NUMBER:	HW 83466366US04
NAME OF SUBMITTER:	AVA CHUANG
SIGNATURE:	/Ava Chuang/
DATE SIGNED:	11/09/2015
Total Attachments: 7	
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华为技术有限公司员工聘用协议书
Huawei Technologies Co., Ltd.

Employment Agreement

聘用方(甲方)Employer (Party A): Huawei Technologies Co., Ltd.
 住所 Location: Huawei Headquarters, Bantian, Longgang District Shenzhen,
 P. R. China
 法定代表人 Legal Representative: Sun Yafang
 受聘方(乙方) Employee (Party B): 宋德松
 工号 Employee ID: 13704 国籍 Nationality: 中国
 护照号码 Passport Number/身份证号码 Citizen identification:
 210304198101060422
 户口所在地 Hukou Place (For Chinese):
 广东省深圳市南山区
 家庭住址 Personal Address (For Chinese):
 宝安区西乡街道 9001栋

甲、乙双方本着平等自愿、诚实信用、协商一致的原则，就甲方聘用乙方的有关事项达成协议如下协议：

This agreement is made on the basis of equity, honesty, and negotiation between Party A and Party B whereas Party A employs Party B.

1 聘用期限 Employment Period

1.1 聘用期为 2009 年 7 月 1 日至 2013 年 6 月 30 日。

The employment period is from _____ (MM DD, YYYY) to _____ (MM DD, YYYY).

1.2 聘用期限届满甲方希望继续聘用乙方的，甲方将在聘用期限届满前一个月征求乙方续订聘用协议的意向，如乙方提出续订聘用协议且甲方同意续订的，双方在本聘用期限届满前另行协商订立新的聘用协议。因乙方个人原因未及时续订的，甲方不承担因此引起的责任和后果。

Should Party A wishes to extend the employment period upon the termination of the Agreement, Party A shall notify Party B for consent one month prior to the termination of the Agreement. Party B may propose for the consent of Party A to extend the service period and the two parties shall sign a new employment agreement before the termination of this Agreement. Party A is free from any liability for failure to extend the employment period due to reasons of Party B.

2 工作岗位 Position

2.1 甲方聘用乙方主要从事 技术研究与开发 岗位工作。乙方同意甲方有权根据业务需要调整乙方工作岗位。乙方同意工作岗位调整后的薪酬待遇按调整后的工作岗位相关薪酬标准确定。

Party A employs Party B as _____. Party B agrees that Party A has the right to change the position of Party B according to business needs and adjust Party B's pay and benefits according to the pay standard of the new position.

2.2 乙方不胜任工作的，甲方有权对乙方工作岗位进行调整，调整后乙方仍不胜任的，甲方有权解除聘用协议。

Party A has the right to change the position of Party B if Party B proves incompetent for the position and may terminate the Agreement if Party B proves incompetent for the new position.

2.3 在聘用期间，乙方工作岗位的调整，不影响本协议效力。
Change in the position of Party B within the employment period shall not affect the effectiveness of this Agreement.

10.7 乙方保证其向甲方提供或陈述的工作经历、各类证件及其他相关信息均与本人实际情况相符，不存在任何虚假、欺诈。

Party B shall guarantee that the work experience, all certificates, and other information provided for or mentioned to Party A match the actual situation of Party B without any falsehood or cheating.

10.8 乙方不得直接或间接地通过任何人、合伙、企业或其它实体，从事任何可能与乙方在任何时候以甲方的最佳利益行事的职责产生实际或预期利益冲突的商业活动。

Party B shall not engage directly or indirectly through any person, partnership, enterprise or other entity, in any business undertakings that will conflict with the actual or anticipated interests of Party A according to the responsibility of Party B to act in the best interest of Party A at any time.

11 知识产权 Intellectual Property Rights

11.1 职务成果

Service Achievements

11.1.1 双方确认，乙方在甲方工作期间（包括离职之日起一年内），由于履行本人职务或甲方安排的本人职务之外的工作任务，或者主要利用甲方的物质条件和业务信息等，自行或与他人共同构思、开发、创造或研制出的发明创造、实用新型、外观设计、技术诀窍、产品、计算机软件、半导体芯片、作品或其他形式的智力成果，其中所包含的或与之有关的全部知识产权权利或其他财产权利（以下统称“知识产权”）均归甲方所有。

Both Party A and Party B agree that Party A owns all the intellectual property rights and/or other property rights (hereinafter referred to as intellectual property rights) included in or related to the inventions, practical innovations, appearance designs, technical know-hows, products, computer software, semiconductor chips, works, and/or intellectual achievements in any other form that are solely or jointly made, researched, developed, or created by Party B in performing Party B's duties or fulfilling other tasks appointed by Party A, or using physical conditions and business information of Party A, during the employment period (including within one year after Party B leaves the employment).

11.1.2 乙方同意以所有适当的方式通过适当的途径（包括但不限于申请专利、注册商标、登记软件等，相关费用由甲方承担）协助甲方或甲方指派的第三方，为甲方取得上述知识产权在任一国家、地区或全球范围内的各项权利。前述适当的方式包括但不限于：向甲方披露全部相关信息和数据，签署相关申请书、技术

说明书以及甲方认为在申请取得该等权利或向甲方（或其继承者、受让人和指定者）转让知识产权的专属权利、权属和利益时所必需的文件。乙方同意，乙方签署任何该等文书或文件的义务、或促使该等文书或文件被签署的义务，在其与甲方的劳动关系终止之后仍应继续存在。

Party B agrees to assist Party A or a third party appointed by Party A to acquire the rights pertaining to the aforesaid intellectual property rights in any country or region or the whole world in all proper ways through proper channels (including but not limited to patent application, trademark registration and software registration; at the expense of Party A). The foregoing proper ways include but are not limited to disclosure of all related information and data to Party A and signing related applications, technical descriptions, and other writings and documents deemed necessary by Party A in applying for these rights or transferring the exclusive rights, ownership and benefits of the intellectual property rights to Party A (or Party A's successor, assignee or appointed entity). Party B agrees that Party B's obligation to sign these writings and documents or assist in getting these writings and documents signed be valid after the termination of the employment.

11.1.3 甲方有权使用、转让或授权他人使用上述知识产权而无须获得乙方的同意。

Party A has the right to use, transfer, or authorize a third party to use the foregoing intellectual property rights without requesting the permission of Party B.

11.1.4 上述知识产权的署名权（依法律规定而应由甲方署名的除外），由作为发明人、制作者或设计人的乙方享有，并且乙方有权按甲方有关就获得相应的物质奖励和精神鼓励。

Party B, as the inventor, producer, or designer, owns the right of authorship of the foregoing intellectual property rights (except in cases in which Party A owns the right of authorship by law) and Party B shall be entitled to physical and spiritual rewards according to related regulations of Party A.

11.2 非职务成果

Non-Service Achievements

11.2.1 乙方在工作期间作出的与甲方业务密切有关的发明创造、产品、计算机软件、半导体芯片、技术秘密和商业秘密，若本人期望由本人拥有知识产权，应及时向甲方申明。经甲方书面核准，确认属非职务成果，乙方可拥有知识产权；如乙方决定转让或允许使用此非职务成果，甲方享有优先受让权。

Party B shall declare promptly to Party A the wish to solely own the intellectual property rights to the inventions, products, computer software, semiconductor

chips, technical secrets, and business secrets invented or developed by Party B that are closely related to the business of Party A during the period of employment. Party B shall own the intellectual property rights after Party A's approval in writing which confirms that the related achievements are made by Party B when off service. Should Party B decide to transfer or license the intellectual property rights, Party A has the priority for the assignment

11.2.2 乙方未作申明则推定其为职务成果，甲方可以使用、授权第三方使用或向第三方转让。若日后该等成果被证明为非职务成果，乙方也不得要求甲方承担任何责任。

The intellectual property rights achieved by Party B shall be deemed service achievements in absence of the declaration from Party B and Party A may use, authorize a third party to use or transfer to a third party these rights. Party B shall not claim for liabilities of Party A if the rights prove to be non-service achievements later.

12 保密 Non-Disclosure

12.1 保密责任

Non-Disclosure Liability

12.1.1 乙方在甲方工作期间，必须严格遵守甲方的保密规章制度，履行与本人职务和工作岗位相应的保密职责。甲方保密规章制度中未作规定或规定不明确之处，乙方亦应本着谨慎和负责的态度，严格保守本人知悉的技术秘密和商业秘密，或本人持有的属于甲方或虽属第三方但甲方负有保密义务的技术秘密和商业秘密。

Party B shall strictly abide by rules and regulations concerning non-disclosure made by Party A and fulfill Party B's non-disclosure duties related to the business title and work position of Party B during the employment. For unspecified or vaguely specified issues in the regulations of Party A, Party B shall also be cautious to keep the technical secrets and business secrets in the knowledge of Party B and/or the technical secrets and business secrets kept by Party B but owned by Party A or a third party for which Party A is committed to non-disclosure.

12.1.2 乙方除履行职务需要外，未经甲方事先书面同意，不得泄露、传播、公布、发表、传授、转让或以其他方式让第三方（包括但不限于按照甲方保密规定无秘知悉该秘密的甲方员工）知悉属于甲方或虽属第三方但甲方承诺有保密义务的技术秘密和商业秘密，也不得在履行职务之外使用或允许第三方使用这些秘密信息，无论乙方是否因此获得利益。



签 字 页 Signatures

双方尽悉本员工聘用协议书的内容，同意签字确认。

Party A and Party B fully understand the Agreement and agree to sign the Agreement.

甲方：华为技术有限公司

乙方：受聘方

Party A: Huawei Technologies Co., Ltd.

Party B: Party B: Weiwei SONG

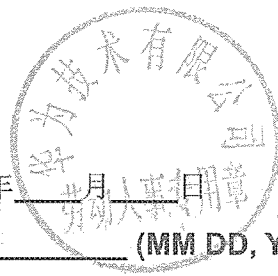
代表：

Representative:

签字：

Signature:

公章：



Seal:

私人章：

Personal seal:

日期：____年____月____日

Date: _____ (MM DD, YYYY)

日期：2009年5月14日

Date: _____ (MM DD, YYYY)

ASSIGNMENT

WHEREAS, WE,

Weiwei SONG
Huawei Administration Building
Bantian, Longgang District
Shenzhen, 518129, Guangdong
P.R. CHINA; and

Xin XIONG
Huawei Administration Building
Bantian, Longgang District
Shenzhen, 518129, Guangdong
P.R. CHINA;

have invented and own a certain invention entitled:

DATA TRANSMISSION METHOD, APPARATUS, AND COMMUNICATIONS SYSTEM

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on 20 Jan 2015, under U.S. Application No. 14601125 and

WHEREAS, HUAWEI TECHNOLOGIES CO., LTD., of Huawei Administration Building, Bantian, Longgang District, Shenzhen, 518129, Guangdong, P.R. China, hereinafter referred to as Assignee, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set

forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries

In re Appln. of Song et al.
Attorney Docket No. _____

on the invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, We have hereunder set our hands on the dates shown below.

Date _____

Weiwei SONG

Date 20 Oct. 2015

Xin XIONG

Xin XIONG