

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3682253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLORAINE BERTHOUSOZ	05/24/2013
RECEIVING PARTY DATA	
Name:	ADOBE SYSTEMS INCORPORATED
Street Address:	345 PARK AVENUE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14947918
CORRESPONDENCE DATA	
Fax Number:	(816)421-5547
<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:	816-474-6550
Email:	opertsovsky@shb.com
Correspondent Name:	SHOOK, HARDY & BACON L.L.P.
Address Line 1:	2555 GRAND BOULEVARD
Address Line 4:	KANSAS CITY, MISSOURI 64108
ATTORNEY DOCKET NUMBER:	P5688/ADBS.241185
NAME OF SUBMITTER:	KEVIN D. DOTHAGER
SIGNATURE:	/Kevin D. Dothager/
DATE SIGNED:	01/05/2016
Total Attachments: 12	
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Adobe Systems Incorporated
345 Park Avenue
San Jose, CA 95110-2704
Phone: 408.537.6000
Fax: 408.537.6313

Application number: 14/947,918
Execution date: 11/20/2015

December 18, 2015

Re: Floraine Berthouzoz

To Whom It May Concern:

This letter verifies the full-time, regular employment of Floraine Berthouzoz at Adobe Systems Incorporated between November 4, 2013-August 18, 2015. Her business title was Research Scientist.

Please contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Colleen Waldrop'.

Colleen Waldrop
ERC Data Operations Specialist
(408) 536-6634

COVER PAGE

(This page is not part of the agreement)

AGREEMENT: Please sign and complete page 8 with your signature, full name and date.

EXHIBIT A: On Exhibit A, please complete the top section "FROM" (fill in your full name) and "DATE". Sections 1, 2, and 3 are required to be filled out. If Section 2 of Exhibit A does not apply to you, please put N/A under Prior Invention.



EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by Adobe Systems Incorporated or a subsidiary thereof (collectively, the "Company") and the compensation now and hereafter paid to me, I acknowledge and agree that:

1. **NO CONFLICT.** During the term of my employment, I will perform for the Company such duties as may be designated by the Company from time to time and will devote my best efforts to the interests of the Company. I represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with this Agreement.
2. **AT WILL EMPLOYMENT.** I understand and agree that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company and that my employment is "at will" and subject to termination by the Company or by me at any time for any reason or no reason and with or without advance notice.
3. **PROPRIETARY INFORMATION.** My employment creates a relationship of confidence and trust between the Company and me with respect to any and all confidential knowledge, data or information:
 - (a) Applicable or related to the business of the Company or its actual or demonstrably anticipated research or development; or
 - (b) Received from an affiliate, client, customer or supplier ("Related Third Party") of the Company, which may be made known to me by the Company or by a Related Third Party, or learned by me in such context during the period of my employment, in respect of which the Company is obligated to maintain the confidentiality thereof and use such information only for certain limited purposes.

All of such information has commercial value in the business in which the Company is engaged and is hereinafter called "**Proprietary Information**." The term "Proprietary Information" shall also include trade secrets, confidential knowledge, data or any other proprietary information of the Company or a Related Third Party. By way of illustration, but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object code, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, products, marketing and selling, business and strategic plans, budgets and unpublished financial statements, contracts, prices and costs, suppliers and customers; (c) information regarding the skills, personal data, and compensation of other employees of the Company, or any of its contractors or service providers; and (d) the existence and substance of any business discussions, negotiations, or agreements between the Company and any third party.

4. **NONDISCLOSURE OF PROPRIETARY INFORMATION.** All Proprietary Information is the sole and exclusive property of the Company, its assigns, or its Related Third Parties, and the Company, its assigns and its Related Third Parties shall be the sole and exclusive owners of all patents and other Proprietary Rights (defined below) in connection therewith. I hereby assign to the Company any rights I may have or acquire in any and all such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use, disclose, lecture upon, or publish any Proprietary Information, or anything directly or indirectly relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of, and in connection with, performing my duties as an employee of the Company. I will abide by the terms of the Company's policy regarding technical publications before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use my own skill, knowledge, know-how, experience, and any information which is generally known in the trade or industry, provided that such use does not result in a breach of this Agreement.

5. **COMPANY PROPERTY.** Upon termination of my employment or at the Company's request before termination, I will deliver to the Company all written and tangible material in my possession, together with all copies thereof, and any other material incorporating or disclosing any Proprietary Information, Inventions, or otherwise relating to the Company's business, and, at Company's request, I will certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained in my Company computer before I return it to the Company. I further agree that any property situated on the Company's premises and owned by the Company is subject to inspection by Company personnel at any time with or without notice, subject to compliance with applicable Company policies. Prior to leaving, I will cooperate with the Company in attending an exit interview and completing and signing the Company's termination statement, if any.

6. **INVENTIONS; PROPRIETARY RIGHTS.** As used in this Agreement, the term "Inventions" means any new or useful art, discovery, improvement or invention whether or not patentable, and all know-how, designs, mask works, formulas, processes, data, manufacturing techniques, ideas, concepts, artwork, typefaces, software, written materials or other copyrightable or patentable works, and techniques and all Proprietary Rights therein. The term "Proprietary Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

7. **OWNERSHIP.**

7.1 **Ownership of Proprietary Rights.** Subject to Section 7.2 and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 or other similar law (hereinafter "Section 2870") and that I have set forth in **Exhibit A** (Prior Inventions), I hereby assign and agree to assign in the future (when such Inventions are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company or its designee, my entire right, title, and interest in and to any and all Inventions (and all Proprietary Rights relating to such Inventions) which I may solely or jointly conceive, develop, reduce to practice or otherwise create during my employment with the Company or an affiliate of the Company (a) which relate at the time of creation,

conception or reduction to practice to the Company's business or actual or demonstrably anticipated research or development, or (b) which are developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or Proprietary Information, or (c) which result from any work I perform for the Company. Inventions assigned to the Company or to a third party as directed by the Company pursuant to Section 7.2 are referred to in this Agreement as "Company Inventions."

7.2 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States or any of its agencies, as directed by the Company.

7.3 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870. I have reviewed the notification on Exhibit B (Limited Exclusion Notification) and agree that my signature hereunder acknowledges receipt of the notification.

7.4 Obligation to Keep the Company Informed. During the term of my employment, I will promptly and fully disclose to the Company in writing (a) all Inventions made, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under Section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor, to permit a determination by the Company as to whether or not the Inventions are the Company's property. Any such information will be received in confidence by the Company.

8. COOPERATION IN PERFECTING PROPRIETARY RIGHTS.

8.1 Assistance. I agree to perform, during and after my employment, all lawful acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Rights relating to the Company Inventions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, mask works and copyrights or other legal proceedings.

8.2 Appointment. In the event that the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications to obtain Proprietary Rights with respect to any Company Invention (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact, which appointment is coupled with an interest, to act for and in my behalf and instead of me, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes stated in Section 8.1, with the same legal force and effect as if executed by me.

9. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Inventions developed, conceived, or reduced to practice by me, either alone or jointly with others, during the period

of my employment by the Company, which records shall be available to, and remain the sole property of, the Company at all times.

10. **PRIOR INVENTIONS.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A (Prior Inventions), attached hereto, a complete list of all Inventions 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 which I consider I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as "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 Inventions in Exhibit A (Prior Invention) 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 Prior Invention(s) has not been made for that reason. I represent and warrant that the list of Prior Inventions in Exhibit A (Prior Inventions) is complete, and if no such disclosure is made in Exhibit A (Prior Inventions), I represent that there are no Prior Inventions at the time of signing this Agreement. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process, machine, or other work, I hereby grant the Company a nonexclusive, royalty-free, irrevocable, assignable, perpetual, and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future Proprietary Rights in, such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions without the Company's prior written consent.

11. **NO OPEN SOURCE CODE.** I agree that I will not incorporate into any software owned by the Company or Company's clients or customers, or otherwise deliver to the Company, any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the Company without the prior approval of the Company's Legal department.

12. **NO VIOLATION OF RIGHTS OF THIRD PARTIES.** 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 agreement with any former employer or other third party, including any noncompete agreement or any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I further represent that I will not improperly use or disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or other third party, and I will not bring onto the premises of the Company or use any unpublished documents or any property belonging to such former employer or other third party to whom I have an obligation of confidentiality, unless consented to in writing by such former employer or party.

13. **SURVIVAL.** This Agreement (a) shall survive the termination of 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) does not in any way restrict the Company's right to assign this Agreement to any successor-in-interest or other assignee, and (d) is binding upon my heirs and legal representatives.

14. **NON-COMPETITION (DURING EMPLOYMENT) AND NO SOLICITATION OF COLLEAGUES.** I agree that (a) during the term of my employment by the Company, I will not, without the Company's express written consent, engage in any employment or business activity that is competitive with, or would otherwise conflict with my employment by, any business activity of the Company, and (b) for the period of my employment with the Company and for two (2) years thereafter, I will not, either directly or indirectly, solicit, induce or encourage, or attempt to solicit, induce or encourage, or cause others to solicit, induce or encourage, any employees, independent contractors, or consultants of the Company or its affiliates to terminate their employment or other service arrangement with the Company or its affiliates for any reason.

15. **INJUNCTIVE RELIEF.** I acknowledge and agree that, because my services are personal and unique and because I will have access to Proprietary Information, my breach or threatened breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the Company for which there would be no adequate remedy. I further agree that monetary damages will be inadequate to afford the Company with full relief for such breach or threatened breach. Therefore, in the event of any such breach or threatened breach, the Company shall be entitled to injunctive relief and/or a decree for specific performance without bond and without prejudice to any other relief as may be proper (including monetary damages if appropriate). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity, and no action by the Company to pursue any rights or remedies hereunder shall constitute an election to forego any other remedies for any breach or threatened breach of this Agreement.

16. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby agree that the Company may notify my new employer of my rights and obligations under this Agreement, including but not limited to, by providing a copy of this Agreement to such employer.

17. **MISCELLANEOUS.**

17.1 **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.

17.2 **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and the invalid, void, or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

17.3 Choice of Law. With the exception of Section 14, this Agreement shall be construed in accordance with, and governed by, the laws of the State of California, as such laws apply to contracts between California residents performed entirely within California. Section 14 of this Agreement shall be construed in accordance with, and governed by, the laws of the State in which I have my principal work location at the time of any termination of my employment with the Company. I hereby agree that the state and federal courts for the county in which I work for the Company at the time of any termination of my employment shall have personal jurisdiction over me for the purpose of any lawsuit filed there against me by the Company arising from or related to this Agreement.

17.4 Export. I agree not to export, directly or indirectly, any U.S. technical data acquired from the Company or any products utilizing such data, to countries outside the United States, except in compliance with applicable export laws or regulations.

17.5 Notice. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party. I will be deemed to have provided notice of a change of my address by providing updated address information through myAdobe or other electronic means provided by the Company to change my address of record with the Company.

17.6 Effective Date. This Agreement shall be effective as of the first day of my employment with the Company.

17.7 Attorneys' Fees. In the event of any litigation between the parties that relates to or arises out of this Agreement, the prevailing party will be entitled to recover from the losing party its attorneys' fees and costs incurred in such litigation.

17.8 Entire Agreement. This Agreement, including the Exhibits thereto, represents my entire and exclusive understanding with the Company with respect to the subject matter of this Agreement and supersedes and merges all previous understandings, written or oral, with respect to such matters, provided, however, that the foregoing provisions shall not apply to any separate non-competition or non-solicitation agreement between the Company or a predecessor company and me. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may have been or will be retained by the Company as an independent contractor if no other agreement governs nondisclosure or assignment of Inventions during such period.

17.9 I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS AGREEMENT, I UNDERSTAND THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL, AND I WILL FULLY AND FAITHFULLY COMPLY WITH ITS PROVISIONS.

17.10 I CONFIRM THAT I AM Floraine Berthouzoz AND I INTEND TO ELECTRONICALLY SIGN THIS AGREEMENT. I AGREE THAT MY ELECTRONIC SIGNATURE SHALL BE REGARDED EXACTLY THE SAME AS MY HANDWRITTEN SIGNATURE AND SHALL BE BINDING ON ME IN THE SAME MANNER AS MY HANDWRITTEN SIGNATURE.

ADOBE SYSTEMS INCORPORATED

EMPLOYEE

By: Ysa Hernandez
(Signature)

By: Floraine Berthouzoz
(Signature)

Print Name: Ysa Hernandez

Print Name: Floraine Berthouzoz

Title: Head of NA Talent Partner Support

Dated: May 24, 2013

EXHIBIT A

PRIOR INVENTIONS

INSTRUCTIONS: Please complete the top section "FROM" (fill in your full name) and "DATE". Sections 1, 2, and 3 are required to be filled out. If Section 2 does not apply to you, please put N/A under Prior Invention.

TO: Adobe Systems Incorporated
FROM: Floraine Berthouzoz
DATE: May 24, 2013
SUBJECT: Prior Inventions

1. Except as listed in Paragraph 2 below, the following is a complete list of all Prior Inventions relevant to the subject matter of my employment by Adobe Systems Incorporated (the "Company") which have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my engagement by the Company or an affiliate of the Company:

No inventions or improvements.

See below:

Additional information on next page

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Paragraph 1 above with respect to Prior Inventions generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Prior Invention	Party(ies)	Relationship
1. none		
2.		
3.		

Additional information on next page

3. I propose to bring to my employment the following devices, materials and documents of a former employer or other person to whom I have an obligation of confidentiality that are not generally available to the public, which materials and documents may be used in my employment pursuant to the express written authorization of my former employer or such other person (a copy of which has been emailed to prights@adobe.com):

No material.

See below:

Additional information on next page

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 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; or
- (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.