#### 01/07/2016 503638078

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date	
YUNGUI WANG	09/10/2014	
FUQING SUN	09/10/2014	
XIAOHUA YANG	01/06/2010	
WEI E	09/10/2014	
JUN GUO	08/20/2015	

### **RECEIVING PARTY DATA**

Name:	HUAWEI TECHNOLOGIES CO., LTD.
Street Address:	Huawei Administration Building
Internal Address:	Bantian, Longgang District
City:	Shenzhen
State/Country:	CHINA
Postal Code:	518129

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14154427

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	4202-51700 (83060853US04)
NAME OF SUBMITTER:	GRANT RODOLPH
SIGNATURE:	/Grant Rodolph/
DATE SIGNED:	01/07/2016

**Total Attachments: 7** 

**PATENT REEL: 037427 FRAME: 0082** 

503638078

PATENT REEL: 037427 FRAME: 0083

#### PATENT

Attorney Docket No. 4202-51700 Client Reference No. 83060853US04

#### ASSIGNMENT

#### WHEREAS, WE,

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

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

Jun GUO Huawei Administration Building Bantian, Longgang District Shenzhen, 518129, Guangdong P.R. CHINA; Fuqing SUN Huawei Administration Building Bantian, Longgang District Shenzhen, 518129, Guangdong P.R. CHINA; and

Wei E Huawei Administration Building Bantian, Longgang District Shenzhen, 518129, Guangdong P.R. CHINA;

have invented and own a certain invention entitled:
METHOD, APPARATUS, AND SYSTEM FOR PROCESSING SERVICE FLOW
for which invention we have executed an application (provisional or non-provisional) for a U.S.
patent, which was filed on 14 Jan 2014, under U.S. Application No. 14154427 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.



In re Appln. of Wang et al. Attorney Docket No. 4202-51700

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 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 <u>Sept. 10, 2014</u>	Yungui WANG.
Date Sept.10.7014	Yungui WANG Fuging SUN Fuqing SUN
Date	Xiaohua YANG
Date <u>Sept. 10 . 2014</u>	Wei & Wei E
Date	Jun GUO

In re Appln. of Wang et al. Attorney Docket No. 4202-51700

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 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	Yungui WANG
Date	Fuqing SUN
Date	Xiaohua YANG
Date	Wei E
Date Ang 20, 2015	Jun Gruo



聘用方(甲方)Employer (Party A): <u>Huawei Technologies Co., Ltd.</u>				
住所 Location: <u>Huawei Headquarters</u> , <u>Bantian</u> , <u>Longgang District Shenzhen</u> ,				
P. R. China				
法定代表人 Legal Representative: Sun Yafang				
受聘方(乙方) Employee (Party B): 土力 小 生 (Xiaohua YANG)				
工号 Employee ID: <u>でりんろち8う</u> 国籍 Nationality: <u>1</u> を18				
护照号码 Passport Number/身份证号码 Citizen Identification:				
32/0281978/0/0623/				
户口所在地 Hukou Place (For Chinese): iン多い記さ				
家庭住址 Personal Address (For Chinese): izあい初京ほけを院教ン技ち幅 204室				

PATENT REEL: 037427 FRAME: 0087



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,从零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书。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 for Party A in all proper ways through proper channels (including but not limited to patent application, trademark registration and software registration; the related expenses shall be undertaken by 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、制作人或设计人的乙方享有,并且乙方有权按甲方有关规定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项非职务成果,甲方享有优先受让权。

Party B shall declare promptly to Party A the wish to solely own the intellectual



# 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	妆	术	有	限	公	Ħ
1 /4 *	_	13	4.	- 1 -		1 1	-	

Party A: Huawei Technologies Co., Ltd.

代表:

Representative



日期:\_

Date: \_\_\_\_\_ (MM DD, YYYY)

乙方: 受聘方

Party B: Party B: Xiaohua YANG

Signature:

私人章:

Personal seal:

日期: 20/0年\_/月\_6日

Date: \_\_\_\_\_ (MM DD, YYYY)

**PATENT** 

**REEL: 037427 FRAME: 0090**