

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3756368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HONGZHONG ZHENG	09/20/2014
KEITH CHAN	02/25/2016
WONSEOK LEE	08/28/2014
TACKHWI LEE	05/03/2012
RECEIVING PARTY DATA	
Name:	SAMSUNG ELECTRONICS CO., LTD
Street Address:	129, SAMSUNG-RO, YEONGTON-GU
City:	SUWON-SI, GYEONGGI
State/Country:	KOREA, REPUBLIC OF
Postal Code:	443-742
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14501851
CORRESPONDENCE DATA	
Fax Number:	
<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:	408-512-1907
Email:	efs@ipinvestlaw.com
Correspondent Name:	INTELLECTUAL PROPERTY INVESTMENT LAW GRO
Address Line 1:	3150 DE LA CRUZ BLVD.
Address Line 2:	SUITE 206
Address Line 4:	SANTA CLARA, CALIFORNIA 95054
ATTORNEY DOCKET NUMBER:	49-015
NAME OF SUBMITTER:	STANLEY CHANG
SIGNATURE:	/STANLEY CHANG/
DATE SIGNED:	02/25/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7	

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**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET
(37 CFR 1.76) AND ASSIGNMENT**

SS1 Ref No.: WB-201309-007-1; IPILG Ref No.: 49-015

Title of Invention	COMPUTING SYSTEM WITH ADAPTIVE BACK-UP MECHANISM AND METHOD OF OPERATION THEREOF
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As the undersigned inventor, I hereby declare that:

This combined declaration and assignment is directed to: ☐ The attached application, or
☒ United States application or PCT International application number 14/501,851
filed on September 30, 2014

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the application including the claims, for which this combined declaration and assignment is being submitted.

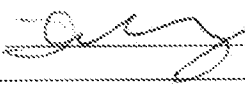
I am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 CFR 1.56.

WHEREAS, Samsung Electronics Co., Ltd., a Korean corporation, having a place of business at 129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea (hereinafter referred to as "ASSIGNEE"), desires to acquire the entire right, title and interest in said invention and to any patent that may be granted thereon in the United States and foreign countries:

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, We, the below named inventors, hereby sell, assign and transfer to said ASSIGNEE, its successors and assigns, the entire right, title and interest in the above-identified application and the invention disclosed therein in all countries, including all divisional applications, continuation applications, and corresponding priority applications including those to which priority is claimed under the International Convention of Paris including under 35 U.S.C. 119, substitutions, and renewals thereof, and to all patents that may be granted thereon, and all reissues thereof.

We hereby authorize and request the Patent Office Officials in the United States and all foreign countries to issue patents, when granted, to said ASSIGNEE, its successors and assigns. Further, We agree that said ASSIGNEE, its successors and assigns, may apply for patents for the invention in foreign countries without further authorization from us. Also, We agree to execute all papers and generally to do everything possible to aid said ASSIGNEE, its successors and assigns, in obtaining and enforcing patents for the invention in all countries.

I hereby acknowledge that any willful false statement made in this combined declaration and assignment is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

LEGAL NAME OF FIRST INVENTOR (e.g., full first name, middle initial, last name)	
Inventor: <u>Hongzhong Zheng</u>	Date: <u>09/02/2014</u>
Signature: 	

LEGAL NAME OF SECOND INVENTOR (e.g., full first name, middle initial, last name)	
Inventor: <u>Keith Chan</u>	Date: _____
Signature: _____	

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We hereby authorize and request the Patent Office Officials in the United States and all foreign countries to issue patents, when granted, to said ASSIGNEE, its successors and assigns. Further, We agree that said ASSIGNEE, its successors and assigns, may apply for patents for the invention in foreign countries without further authorization from us. Also, We agree to execute all papers and generally to do everything possible to aid said ASSIGNEE, its successors and assigns, in obtaining and enforcing patents for the invention in all countries.

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LEGAL NAME OF FIRST INVENTOR (e.g., full first name, middle initial, last name)

Inventor: Hongzhong Zheng Date: _____

Signature: _____

LEGAL NAME OF SECOND INVENTOR (e.g., full first name, middle initial, last name)

Inventor: Keith Chan Date: 2/25/16

Signature: 

LEGAL NAME OF THIRD INVENTOR (e.g., full first name, middle initial, last name)

Inventor: Wonseok Lee

Date: Aug 28, 2014

Signature: Wonseok Lee

LEGAL NAME OF FOURTH INVENTOR (e.g., full first name, middle initial, last name)

Inventor: Tackhwi Lee

Date: _____

Signature: _____



EMPLOYEE AGREEMENT REGARDING CONFIDENTIALITY AND INVENTIONS

This Agreement describes certain responsibilities, which I have to Samsung Semiconductor, Inc. ("SSI"). In exchange for my employment with SSI and the compensation and benefits provided to me directly or indirectly for such work, I acknowledge and agree that:

1. Effective Date

This Agreement ("Agreement") is effective as of 05/01/2012, the first day of my employment with SSI.

2. Confidentiality

I will keep confidential and will not disclose or use, either during or after the term of my employment, any proprietary or confidential information or know-how belonging to SSI ("Proprietary Information"), whether or not in written form, except to the extent required to perform my duties while employed by SSI. Proprietary Information refers to any information, not generally known in the relevant trade or industry, which was obtained from SSI, or which was learned, discovered, developed, conceived, originated or prepared by me in the scope of my employment at SSI. Proprietary Information includes, but is not limited to, software, technical and business information relating to SSI's inventions or products, research and development, production processes, manufacturing and engineering processes, machines and equipment, finances, customers, prices, marketing, and product and future business plans. Upon termination of my employment or upon request of SSI before termination, I will deliver to SSI all material embodying any Proprietary Information. My obligations regarding Proprietary Information extend to information belonging to customers and suppliers of SSI who may have disclosed such information to me as the result of my status as an employee of SSI.

3. Inventions

3.1 Definition of Inventions

"Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable and all related know-how. Inventions include, but are not limited to, all designs, discoveries, improvements and ideas.

3.2 Disclosure and Assignment of Inventions

I will promptly disclose and describe to SSI all Inventions which I solely or jointly conceive, develop, or reduce to practice during my employment with SSI, or which otherwise arise or result from my employment at SSI: (A) which relate at the time of conception, development or reduction to practice of the invention to SSI's business or actual or demonstrably anticipated research or development; (B) which were developed, in whole or in part, on SSI's time or with the use of any of SSI's equipment, supplies, facilities or trade secret information; or (C) which resulted from any work I performed for SSI (hereafter (A), (B), and (C) are collectively referred to as "SSI Inventions"). I assign to SSI all my right, title and interest worldwide in, and all intellectual property rights (including trade secrets) based upon, SSI Inventions. I further agree to notify SSI of all my inventions, and any patent applications filed by or on behalf of me, during my SSI employment and within one (1) year following termination of my SSI employment, and to provide reasonable details regarding the same, so that SSI can perform a reasonable and confidential review to determine whether such inventions are SSI Inventions.

3.3 Non-Assignable Inventions

This Agreement does not apply to an invention, which qualifies fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code. I do not assign or agree to assign any inventions which were made by me prior to my employment with SSI and which are identified in Exhibit A, and I agree that Exhibit A contains no confidential information. I do not assign or agree to assign any inventions that I develop entirely on my own time, unless such inventions are SSI Inventions as described above.



4. SSI Materials

Upon termination of my employment or at any other time upon request, I will promptly deliver to SSI, without retaining any copies, all documents and other materials furnished to me by SSI or prepared by me for SSI.

5. Competitive Employment

During the term of my employment with SSI, I will not engage in any employment, consulting or other activity in any business competitive or in conflict with SSI without SSI's prior written consent.

6. Non-Solicitation

During the term of my employment with SSI and for a period of one (1) year thereafter, I will not: (1) solicit or encourage, or cause others to solicit or encourage, any employees of SSI to terminate their employment with SSI; (2) solicit or encourage, or cause others to solicit or encourage, interference with SSI's relationship with any customer of SSI (but this shall not prohibit me from performing customary sales, marketing, or other job duties at a new employer if such duties are not targeted to solicit or encourage interference with SSI customer relationships).

7. Acts to Secure Proprietary Rights

7.1 Further Acts

I agree to perform, during and after my employment, all reasonable acts deemed necessary or desirable by SSI to permit and assist it, at its expense, in realizing the full benefits, enjoyment, rights and title throughout the world in SSI inventions. Such acts may include, but are not limited to, execution of documents and cooperation in the registration and enforcement of SSI inventions, and informing SSI of its know how and trade secrets related to the same.

7.2 Appointments of Attorney-in-Fact

In the event that SSI is unable to secure my signature to any lawful and necessary document to apply for or execute any patent, copyright or other applications with respect to any SSI inventions, I hereby irrevocably appoint SSI and its duly authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other lawfully permitted acts with the same legal force as if executed by me.

8. No Conflicting Obligations

My performance of this Agreement and as an employee of SSI does not and will not breach any agreement to keep in confidence proprietary information acquired by me prior to my employment with SSI. I will not disclose to SSI, or induce SSI to use, any confidential or proprietary information belonging to any previous employer or other person or entity. I am not, and will not become, a party to any agreement that will interfere with my full compliance with this Agreement.

9. Termination

I agree that my employment with SSI is for no specified term and may be terminated by SSI or me at any time, with or without cause, and that I am an "at will" employee. I am not entitled to any advance notice or warning regarding the termination of my employment, and SSI has not promised me employment for any duration of time.

10. Governing Law

This Agreement is governed by the laws of the United States and the State of California, but if I am assigned to any SSI office outside of California, any additional or superior rights expressly granted by the laws of the state where my SSI office is located shall also apply to me during my employment at such SSI office.



11. Additional Terms

This Agreement and its Exhibits are the entire agreement relating to this subject matter and supersedes all prior or simultaneous discussions and agreements. This Agreement may be modified only in writing signed by both parties. When my employment terminates, all of Sections 2, 3, 6, and 7 survive such termination. A waiver of any breach of this Agreement will not be a waiver of any other or subsequent breach. If any part of this Agreement is found unenforceable, that part will be amended to achieve the same permissible intent, as the original provision and the remainder of this Agreement will remain in full force.

12. Assignments

This Agreement may be assigned by SSI. I may not assign or delegate my duties under this Agreement without SSI's prior written approval. This Agreement shall be binding upon my heirs, successors, and permitted assignees.

Employee

Tackhui Lee

Print Name

[Signature]

Signature

05/02/2012

Date

Samsung Semiconductor, Inc.

By: [Signature]

[Signature]

5/17/12

Date



ATTACHMENT TO EMPLOYEE AGREEMENT REGARDING CONFIDENTIALITY AND INVENTIONS

Limited Exclusion Notification

This is to notify you in accordance with Section 2872 of the California Labor Code that the Employee Agreement Regarding Confidentiality and Inventions between you and SSI does not require you to assign or offer to assign to SSI any invention that you developed entirely on your own without using SSI'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 SSI's business, or actual or demonstrably anticipated research or development of SSI.
2. Result from any work performed by you for SSI.

To the extent a provision in the above 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 SSI and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

The benefits of this California law apply to every SSI employee, regardless of which state such employee's SSI office is located. However, if an employee of SSI is assigned to an office in a state, which has express laws that grant superior or additional rights to those of California referred to in this Exhibit A, then the benefits and rights of such laws shall be deemed to apply to such employee during the employee's assignment at such SSI office.

You may request and receive a copy of the Agreement and this notification.

EXHIBIT A - PRIOR INVENTIONS

NONE - UNLESS OTHERWISE EXPRESSLY STATED BELOW.

Employee

Print Name

Signature

Date

Samsung Semiconductor, Inc.

By:

Date