503727800 03/08/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3774443

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------|----------------|
| TECK SENG LEE | 07/03/1992 |

RECEIVING PARTY DATA

| Name: | Creative Technology Ltd |
|-------------------|--------------------------------|
| Street Address: | 31 International Business Park |
| Internal Address: | #03-01 Creative Resource |
| City: | Singapore |
| State/Country: | SINGAPORE |
| Postal Code: | 609921 |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 13143979 | |

CORRESPONDENCE DATA

Fax Number: (408)428-6699

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: 408-428-6600

Email: legal@creativelabs.com

Correspondent Name: DESMUND GEAN

Address Line 1: 1901 MCCARTHY BLVD.

Address Line 2: CREATIVE LABS, INC. (LEGAL DEPARTMENT)

Address Line 4: MILPITAS, CALIFORNIA 95035

| ATTORNEY DOCKET NUMBER: | CTLP346US |
|-------------------------|----------------|
| NAME OF SUBMITTER: | DESMUND GEAN |
| SIGNATURE: | /desmund gean/ |
| DATE SIGNED: | 03/08/2016 |

Total Attachments: 3

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CONFIDENTIALITY AND INVENTION AGREEMENT

| THIS AGREEMENT is entered into on | this <u>374</u> | day of | July | , 19 <u>} 2</u> by and b | etween |
|--|---|---------|------|--------------------------|--------|
| Creative Technology Ltd (the "Company" | $\chi_{\rm and} = \chi_{\rm e} \chi_{\rm e} \chi_{\rm e}$ | TECK | SENG | | |
| of NRIC No. <u>1436970 F</u> | _(Consultant/Empl | oyee"). | | | |

Now, therefore, in order to protect the Company's Confidential Information during the term of Consultant/Employee's employment or the consulting arrangement, during the term of any ensuing relationship, and after the expiration or termination thereof, the parties, in consideration of the disclosure of Confidential Information by the Company to Consultant/Employee and for other good and valuable consideration, do hereby agree as follows:

- As used in this Agreement, the term "Inventions" shall mean designs, trademarks, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, copyrightable works, including the right to obtain, register, perfect and enforce these proprietary interests.
- 2. For purposes of this Agreement, "Confidential Information" shall mean information or material proprietary to the Company which the receiving party, Consultant/Employee, may learn from the Company or develop pursuant to Consultant/Employee's employment or the consulting arrangement. "Confidential Information" includes, but is not limited to, the following types of information and other information of a similar nature, whether or not set forth in a writing: discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source code, object code, documentation, manuals, diagrams, flow charts, schematics, research, processes, procedures, functions, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information. "Confidential Information" shall also include any information described as proprietary or designated as confidential information, whether or not owned or developed by the Company, and whether or not copyrighted, or information disclosed to the Company by any third party which information the Company is obligated to treat as confidential or proprietary information.
- 3. In consideration for retention of Consultant/Employee by the Company, Consultant/Employee hereby agrees to promptly disclose to the Company, and hereby assigns and agrees to assign to the Company or its designee, his entire right, title and interest in and to all Inventions which he may solely or jointly develop or reduce to practice during the period of his consultation to the Company:
 - (a) which are aided by the use of time, material or facilities of the Company, whether or not during working hours and which he hereby agrees shall be deemed "works made for hire" as defined by the Singapore Employment Act, 1968, or
 - (b) which relate to any of his work during the period of employment/consultation to the Company, whether or not during normal working hours. Consultant/Employee agrees that all such Inventions are the sole property of the Company.

No rights are hereby conveyed to Inventions, if any, made by Consultant/Employee prior to retention by the Company, which Inventions are listed in Appendix A, attached hereto.

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- 4. Consultant/Employee hereby agrees to perform, during and after the employment or consulting arrangement with the Company, all acts deemed necessary or desirable by the Company to permit and assist the Company, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title, throughout the world, in the Inventions hereby assigned by me to the Company as set forth in paragraph 3 above.
- 5. All Confidential Information disclosed by the Company or developed pursuant to the employment/consultation arrangement shall, between the Company and Consultant/Employee, remain the property of the Company. The Company is not hereby granting or extending to Consultant/Employee any rights of any kind under any patent, copyright, trademark, or other intellectual property right which the Company may now have or may hereafter obtain with respect to the Confidential Information.
- 6. Consultant/Employee shall use the Confidential Information only for the above-stated purposes, unless otherwise agreed to by further written agreement of the parties, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation, except to the extent that any Confidential Information:
 - (i) is now or subsequently becomes generally known or available by publication, commercial use, or otherwise, through no act or fault on the part of Consultant/Employee;
 - (ii) is known by Consultant/Employee at the time of receiving such information; or
 - (iii) is hereafter rightfully furnished to Consultant/Employee by a third party without breach of any separate non-disclosure obligation.
- 7. Notwithstanding the conclusion or termination of the parties' relationship as described herein, whether due to cancellation by either party upon written notice to the other or otherwise, Consultant/Employee shall continue to fulfill its covenants hereunder and to maintain the confidentiality of the Confidential Information for a period of ten (10) years thereafter.
- 8. All Confidential Information, existing in written form or recorded in any other tangible medium, shall be returned to the Company upon its request, together with any reproductions or copies thereof.
- 9. Upon written request of Consultant/Employee, the Company may in its sole discretion give permission, valid only to the extent given in writing and signed by a duly authorized representative of the Company, to Consultant/Employee to disclose Confidential Information otherwise required to be kept confidential by this Agreement.
- 10. Consultant/Employee agrees that the Company will suffer irreparable harm if Consultant/Employee fails to comply with its obligations set forth herein, and further agrees that monetary damages will be inadequate to compensate the Company for any such breach. Accordingly, Consultant/Employee agrees that the Company will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof.
- 11. Consultant/Employee agrees that if it fails to comply with its obligations, as set forth herein, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Consultant/Employee directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with any such violation. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which the Company may be entitled, at law or in equity, under this Agreement.

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- 12. Consultant/Employee represents that performance of the terms of this Agreement and as a Consultant/Employee to the Company does not and will not breach an agreement to keep in confidence proprietary information acquired prior to retention by the Company.
- 13. This Agreement shall survive Consultant/Employee's retention by the Company and shall inure to the benefit of successors and assigns of the Company.
- Neither party shall have the right to assign this Agreement (or any portion hereof) without the prior written consent of the other party. Any assignment without such consent shall be void and a material breach hereof. Subject to the foregoing, this Agreement shall be binding upon the successors and authorized assigns of Consultant/Employee and shall inure to the benefit of the successors and authorized assigns of the Company. No oral agreement, statement or representation shall alter its provisions.
- 15. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.

16. 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.

THE COMPANY

By Yeo Choon Tat

RECORDED: 03/08/2016

Title Director of Finance

CONSULTANT/EMPLOYEE

PATENT

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