

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3833733

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANDREW A. GUESNON JR	10/20/2004
RECEIVING PARTY DATA		
Name:	THALES AVIONICS, INC.	
Street Address:	58 DISCOVERY	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618-3105	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29451671	
CORRESPONDENCE DATA		
Fax Number:	(919)854-1401	
<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:	919-854-1400	
Email:	cgregory@myersbigel.com	
Correspondent Name:	MYERS BIGEL & SIBLEY, P.A.	
Address Line 1:	4140 PARKLAKE AVENUE	
Address Line 2:	SUITE 600	
Address Line 4:	RALEIGH, NORTH CAROLINA 27612	
ATTORNEY DOCKET NUMBER:	9910-111DS	
NAME OF SUBMITTER:	CAREY GREGORY	
SIGNATURE:	/cbg/	
DATE SIGNED:	04/18/2016	
Total Attachments: 5		
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**EMPLOYEE INVENTION ASSIGNMENT AND
CONFIDENTIALITY AGREEMENT**

Employee Name (please print): Andrew Guesnon
First Date of Employment: November 1, 2004
Job Title: Regional Mgr - Media Services Location: Irvine - IFE

In consideration of, and as a condition of my employment or if now employed, continued employment with Thales Avionics, Inc., a Delaware corporation (the "*Company*"), I hereby represent to, and agree with the Company to the following:

1. **Purpose of Agreement.** I understand that by virtue of my employment with the Company, I may acquire or have access to proprietary business information that is not readily available in the public domain and that it is critical for the Company to preserve and protect its "Proprietary Information" (as defined in Section 6 below), its rights in "Inventions" (as defined in Section 2 below), and all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "*Agreement*") as a condition of my employment or continued employment with the Company, regardless of whether I am expected to create inventions of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose and submit in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, and trade secrets (the "*Inventions*") that I make, conceive, develop, or first reduce to practice, either alone or in collaboration with others, during the period of my employment, whether or not in the course of my employment and whether or not such Inventions are patentable, copyrightable, or protectable as trade secrets. I agree that the Company shall have the sole right to determine whether a particular invention or discovery falls within the contemplation of this Agreement and that, if and when the Company subsequently determines that it has no interest in the particular invention or discovery, the Company may, in writing, release back or reassign such invention or discovery to me.

3. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities, or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate directly to the present or anticipated business of the Company (the "*Assigned Inventions*"), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

Labor Code Section 2870 Notice. I have been notified and understand that the provisions of Section 3 and 5 of this Agreement do not apply to any Assigned Invention that qualifies fully under the provisions of section 2870 of the California labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYEE AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE HAS DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'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 EMPLOYER'S BUSINESS, OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYEE AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 28709(a), THE PROVISION IS AGAINST PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

4. **Assignment of Other Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Assigned Inventions; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree to never assert any Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. "***Moral Rights***" means any right to claim authorship of an Assigned Invention, to object to or prevent the modification of any Assigned Invention, or to withdraw from circulation or control the publication or distribution of any Assigned Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether such right is denominated or generally referred to as a "moral right."

5. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask works, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. This assistance includes cooperating with the Company in any controversy or legal or administrative proceedings involving or relating to the Company's rights in such Assigned Inventions. I will execute any documents that the Company may reasonably request for the purpose of enforcing such rights and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination, for time or expenses actually spent by me at the

Company's request on such assistance. I hereby appoint the Secretary of the Company or any duly authorized officer or agent of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

15. **Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

16. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

17. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment, waiver, or modification of any

obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

18. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

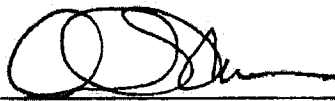
19. **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

20. **"At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment may be terminated at any time, for any reason or for no reason, by either the Company or myself. This Agreement shall be effective as of the first day of my employment by the Company, which is November 1, 2004.

Thales Avionics, Inc.:

By: Anna Alcalá
Name: Anna Alcalá
Title: Sec. HR Rep.

Employee:


Signature
10/20/04
Date