503877434 06/17/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3924083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PETER J. ZAMPARDI	06/29/2015
BRIAN G. MOSER	06/25/2015
THOMAS JAMES ROGERS	09/09/2015
DHEERAJ MOHATA	07/24/2015
JING ZHANG	10/09/2007

RECEIVING PARTY DATA

Name:	RF MICRO DEVICES, INC.
Street Address:	7628 THORNDIKE ROAD
City:	GREENSBORO
State/Country:	NORTH CAROLINA
Postal Code:	27409

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14744275

CORRESPONDENCE DATA

Fax Number: (877)812-1249

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: 919-238-2300

Email: flafrankie@wt-ip.com

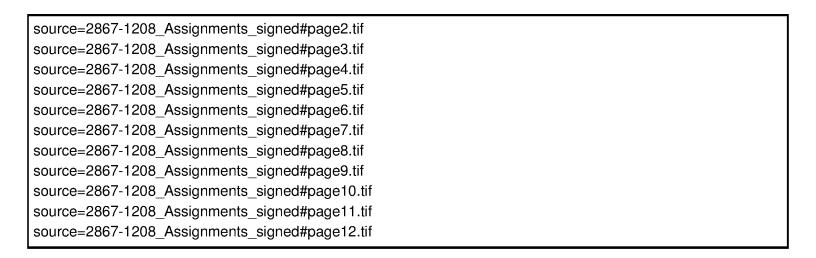
Correspondent Name: WITHROW & TERRANOVA, P.L.L.C.
Address Line 1: 106 PINEDALE SPRINGS WAY
Address Line 4: CARY, NORTH CAROLINA 27511

ATTORNEY DOCKET NUMBER:	2867-1208
NAME OF SUBMITTER:	FRAN LAFRANKIE
SIGNATURE:	/Fran LaFrankie/
DATE SIGNED:	06/17/2016

Total Attachments: 12

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PATENT REEL: 038945 FRAME: 0385



PATENT REEL: 038945 FRAME: 0386

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

Title of	HETEROJUNCTION BIPOLAR TRANSISTORS FOR IMPROVED
Invention	RADIO FREQUENCY (RF) PERFORMANCE
As the below named	l inventor, I hereby declare that:
This declaration is c	lirected to: The attached application; or United States application or PCT international application Number 14/744,275, filed on 6/19/2015.
mt	

The above-identified application is 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 hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, <u>RF Micro Devices</u>, <u>Inc.</u>, a corporation duly organized and existing under the laws of the state of North Carolina and having a principal place of business at 7628 Thorndike Road, Greensboro, North Carolina, 27409 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to said invention as described in the specification executed by me concurrently herewith, and any and all Letters Patent which shall be granted therefor.

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over unto the said ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said ASSIGNEE, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

I, the said assignor, transfer and set over unto the said ASSIGNEE the rights to the priority application, namely U.S. provisional application 62/014,407 filed on June 19, 2014.

And for the consideration aforesaid, I hereby covenant and agree to and with the said ASSIGNEE, its successors and assigns, that at the time of the execution and delivery of these presents I am a joint and lawful owner of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, I hereby covenant and agree to and with the said ASSIGNEE, its successors and assigns, that I will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or

substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to the said ASSIGNEE, its successors or assigns, but at its or their expense.

I hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, I have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and I hereby authorize and empower the said ASSIGNEE, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the ASSIGNEE, its successors, assignee, or nominee, without charge to the said ASSIGNEE, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

LEGAL NAME OF INVENTOR

Inventor: Peter J. Zampardi

Date: 6/29/15

Signature:

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

Title of Invention	HETEROJUNCTION BIPOLAR TRANSISTORS FOR IMPROVED RADIO FREQUENCY (RF) PERFORMANCE	
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This declaration is	directed to: The attached application; or United States application or PCT international application number 14/744,275, filed on 6/19/2015.	
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IN WITNESS WHEREOF, I hereunto set my hand and seal.

6. Moser

LEGAL NAME OF INVENTOR

Inventor: Brian G. Moser

Signature:

Date: 6/25/15

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

Title of

HETEROJUNCTION BIPOLAR TRANSISTORS FOR IMPROVED

Invention	RADIO FREQUENCY (RF) PERFORMANCE
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This declaration is d	lirected to: The attached application; or United States application or PCT international application number 14/744,275, filed on 6/19/2015.
The above-identified application is made or authorized to be made by me.	
I believe that I am the application.	ne original inventor or an original joint inventor of a claimed invention in the
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IN WITNESS WHEREOF, I hereunto set my hand and seal.

LEGAL NAME OF INVENTOR

Inventor: Thomas James Rogers

Signature: The Rosey

Date: 9/9/2015

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

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IN WITNESS WHEREOF, I hereunto set my hand and seal.

LEGAL NAME OF INVENTOR

Inventor: <u>Dheeraj Mohata</u>

Date: <u>7/24/2015</u>

Signature: <u>Sheenaj kumar Mohali</u>

RFMD NC INVENTIONS, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

THIS INVENTIONS, CONFIDENTIALITY AND NONSOLICITATION AGREEMENT (this "Agreement"), entered into effective the 9th day of 0ctober 2007, is by and between RF MICRO DEVICES, INC., a North Carolina corporation (hereafter referred to as "Employer"), and the undersigned individual (hereafter referred to as "Employee").

RECITALS

WHEREAS, Employee has been offered employment by Employer as an employee at will to assist Employer in its business; and

WHEREAS, Employee acknowledges that the markets for Employer's products are highly competitive on both a national and international basis, and to protect the business advantage of Employer, Employee has agreed to govern Employee's conduct in accordance with the terms of this Agreement; and

WHEREAS, the execution of this Agreement is a condition to the offer of employment made by Employer to Employee;

NOW, THEREFORE, in consideration of the employment of Employee by Employer, the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. <u>Confidentiality.</u>

- Nondisclosure of Proprietary Information. Employee recognizes that Proprietary Information (as hereinafter defined) that has been created by, discovered by, developed by or otherwise become known to Employer has a commercial value in Employer's business. "Proprietary Information" is information used in the design, development, manufacture or assembly of Employer's products or which would be useful to anyone competing or proposing to compete with Employer including, but not limited to, all inventions, invention records, processes, ideas, data, computer programs, developments, designs, test results, models, simulations, semiconductor mask layout drawings, engineering records and reports, production drawings, engineering drawings, board layout drawings, raw material specifications and lists, product specifications, marketing plans, business plans, customer lists, budgets, product prices, financial projections, financial statements, new product plans and other information owned by Employer which is not public information. "Proprietary Information" also includes similar information to which Employee is provided access in the course of his or her employment that is owned by customers, suppliers, licensors and other third parties doing business with Employer which was disclosed to Employer subject to restrictions on use or further disclosure. At all times, both during the period of the employment by Employer and after termination of that employment for any reason, Employee agrees to keep in the strictest confidence and trust all Proprietary Information, and Employee will not use any Proprietary Information or disclose any Proprietary Information to any person without the prior express written consent of Employer, except as may be necessary in the ordinary course of performing Employee's duties for Employer.
- (b) Nondisclosure of Third-Party Information. Employee agrees not to use or disclose to Employer, or assist in the disclosure to Employer of, confidential information belonging to any third parties, including any prior employers of Employee. If Employee knows or suspects that any third-party's confidential information or trade secrets is being used or disclosed to Employer, Employee should immediately report such conduct to his or her supervisor or to Employer's Human Resources department.

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PATENT REEL: 038945 FRAME: 0395

- (c) Return of Documents and Property. Upon the termination of Employee's access to Employer's Proprietary Information for any reason, or upon the termination of the employment of Employee for any reason, Employee will return to Employer all records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, and all documents, notes, drawings, specifications, computer programs, data and other materials in any written, machine-readable or other tangible form and all copies of such materials containing or relating to any Proprietary Information that Employee may have in his or her possession or control, whether kept at the place of employment, at Employee's personal residence or otherwise.
- Inventions are Property of Employer. Employee agrees that all ideas. discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, programs, know-how, data, brand or product identifications (whether or not used by Employer as trademarks) or other information of possible technical or commercial importance relating to Employer's business ("Inventions") made or conceived or reduced to practice or learned by Employee alone or with others, during Employee's access to Employer's Proprietary Information or during the employment of Employee by Employer, shall be the sole property of Employer. During Employee's employment with Employer, Employee will promptly report to Employer all Inventions made or conceived or reduced to practice or learned, solely or jointly with others, for the purpose of permitting Employer to ascertain and to perfect its rights in such Inventions. Employer shall be the sole owner of all Inventions and all patents, copyrights, trademarks, trade secrets and other proprietary rights arising from such Inventions. Employee agrees to assign and does hereby assign to Employer all Inventions that are made or conceived or reduced to practice or learned by Employee alone, or with others, during Employee's employment. Employee agrees to assist Employer in every necessary way to obtain or enforce any patents, copyrights or any proprietary rights relating to the Inventions and to execute all documents and applications necessary to vest in Employer full legal title in such Inventions, and Employee agrees to continue this assistance after the termination of his or her employment with Employer. Furthermore, Employee hereby designates and appoints Employer and its duly authorized officers and agents as his or her agents and attorneys-in-fact to execute and file any certificates, applications or documents and to do all other lawful acts necessary to protect Employer's rights in the Inventions. Employee expressly acknowledges that the foregoing power of attorney is coupled with an interest and is therefore irrevocable and shall survive Employee's termination, death or incompetency.
- 3. <u>Prohibition Against Solicitation</u>. In recognition that Employee's services rendered to Employer are of a special and unusual character which have a unique value to Employer, loss of which cannot adequately be compensated by damages in any action at law; in view of the unique value to Employer of the services of Employee and the Proprietary Information to be obtained by or disclosed to Employee as an employee of Employer; and as a material inducement to Employer to employ Employee, Employee covenants and agrees that from the date hereof until the second anniversary following the termination of Employee's employment with Employer for any reason (the "Restricted Period"), Employee will not, directly or indirectly, on behalf of any person, firm, partnership, corporation, association or entity:
- (a) Call upon any of the customers of Employer who are such at the time of Employee's termination for the purpose of soliciting or providing customers to any Competitive Business (as hereinafter defined); or
- (b) Call upon any of the other employees, consultants or representatives of Employer who are such at the time of Employee's termination or at any time during the Restricted Period for the purpose of soliciting or inducing or encouraging such employees, consultants or representatives to discontinue their relationship with Employer to establish a relationship with Employee or with any Competitive Business.

For purposes of this Agreement, "Competitive Business" means the business of designing, developing, manufacturing, assembling or marketing radio frequency integrated circuit devices.

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- 4. <u>Accounting for Profits</u>. If Employee violates any of Employee's covenants or agreements under this Agreement, Employer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits that Employee directly or indirectly has realized and 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 rights or remedies that Employer is or may be entitled at law, in equity or under this Agreement.
- the provisions of this Agreement and, having done so, agrees that the restrictions set forth in this Agreement (including, but not limited to, the time period restriction set forth in Section 3) are fair and reasonable and are reasonably required for the protection of the interests of Employer, its shareholders, officers, directors and other employees. Notwithstanding the foregoing, in the event any part of the covenants set forth in Section 3 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of Section 3 relating to time period or territory shall be declared by a court of competent jurisdiction to exceed the maximum time period or territory such court deems reasonable and enforceable, said time period or territory shall be deemed to become and thereafter be the maximum time period or territory that such court deems reasonable and enforceable.

6. Miscellaneous.

- (a) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with the respect to the subject matter contained herein, and supersedes and cancels any and all prior agreements between the parties hereto relating to the subject matter. The parties hereto acknowledge that no promises, statements or representations, other than those contained in this Agreement, have been made to induce any party to enter into this Agreement. The parties hereto confirm that they have each read this Agreement in its entirety, that they have had the opportunity to consult with legal counsel, and that they understand the nature and effect of this Agreement. The recitals set forth above are herein incorporated by reference.
- (b) <u>Injunction</u>. In the event of a breach or threatened breach by Employee of the provisions of this Agreement, Employer shall, in addition to any other rights and remedies available to it, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining Employee from committing any violation or future violation of this Agreement and Employee hereby consents to the issuance of such injunction.
- (c) <u>Assignment</u>. This Agreement is personal to Employee. Employee may not assign or delegate any of Employee's rights or obligations hereunder, and any attempted assignment or delegation shall be null and void. The rights and obligations of Employer hereunder shall inure to the benefit of and shall be binding upon its successors and assigns.
- (d) <u>Choice of Law.</u> This Agreement shall be subject to and governed by the laws of the State of North Carolina, without regard to the conflicts of law rules of such State.
- (e) Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term and condition waived and shall not constitute a waiver of such terms or conditions for the future or as to any act other than that specifically waived.

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(f) <u>Amendment</u>. This Agreement may not be modified except by an agreement in writing executed by both of the parties hereto.

(g) <u>Severability</u>. The provisions of this Agreement shall be severable and the invalidity or unenforceability of any provisions shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RF MICRO DEVICES, INC

Name:

Title:

EMPLOYEE

(Signature)

(Drintad Nama)

PATENT REEL: 038945 FRAME: 0398

3-3-06