### 503925220 07/21/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3971873

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
XIAOWEI ZHONG	04/07/2008

### **RECEIVING PARTY DATA**

Name:	MARVELL ASIA PTE. LTD.
Street Address:	8 TAI SENG LINK
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	534158

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

Property Type	Number
Application Number:	14678577

### **CORRESPONDENCE DATA**

**Fax Number:** (408)222-2755

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:** 408-222-2500

**Email:** kimberly@marvell.com

Correspondent Name: KELVIN VIVIAN

Address Line 1: 5488 MARVELL LANE

Address Line 4: SANTA CLARA, CALIFORNIA 95054

ATTORNEY DOCKET NUMBER:	MP5809
NAME OF SUBMITTER:	KELVIN VIVIAN
SIGNATURE:	/Kelvin Vivian/
DATE SIGNED:	07/21/2016

### **Total Attachments: 8**

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#### ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned,

# Huy Thong Nguyen; Xiaowei Zhong; and Sun Shuo

who have created a certain invention for which an application for United States Letters Patent was filed on April 3, 2105, accorded Serial Number 14/678,577 and entitled:

## IMPEDANCE MATCHING FOR VARIABLE IMPEDANCE ANTENNAS

Do hereby sell, assign and transfer to Marvell Asia Pte, Ltd. (Registration No. 199702379M), a corporation of Singapore, having a place of business at No. 8 Tai Seng Link Singapore 534158, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Do hereby further sell, assign and transfer to Marvell Asia Pte, Ltd., its successors, assigns, and legal representatives, the full and exclusive right to United States Provisional Patent Applications No. 61/975,602, filed April 4, 2014, entitled, ANTENNA TUNER and to any and all inventions described in said provisional patent application(s) for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be entitled to the benefit thereof in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Marvell Asia Pte, Ltd., hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof, and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.

Full Name of Inventor:		
Huy Thong Nguyen		
Inventor's Signature:	Date: Month/Day/Year	5

# NEW-HIRE EMPLOYEE AGREEMENT

# (The "Agreement")

### PART I:

The Marvell Technology Group Ltd. family of companies, including the subsidiary or affiliate with which you are employed (the "Company") are engaged in a continuous effort of technical innovation, product development and marketing, and administration of our business. The success of these efforts depends on the ability to draw upon the creative talents of our employees, to maintain the flow of information among our employees and to comply with sound and proper business practices. For this reason, in exchange for your employment, and all compensation you receive and will receive from the Company, the Company asks you to accept the terms of this Agreement pursuant to which:

- A. You acknowledge and confirm your understanding that your employment with the Company is "at will" employment;
- B. You agree to protect against unauthorized disclosure of confidential information and to return any confidential information and other Company property when your employment ends;
- C. You agree that Company will own any inventions and any other work product you produce, create or contribute to related to Company's business;
- D. You agree that you will not use or disclose any proprietary information or trade secrets of any other employer or other person or entity during your employment with the Company;
- E. You agree that all times before, during and after your interview for employment with the Company you were not asked or directed to nor did you present, discuss, disclose or reveal to any employee, agent or any other person affiliated with or related to Marveil any confidential information, proprietary information, trade secrets or other items or information belonging to any previous employer (the "Prohibited Information");
- F. You agree that after commencement of employment that you are prohibited from discussing with, disclosing or revealing to any Marvell employee, agent or any other person affiliated with or related to Marvell any Prohibited Information;
- G. You agree that you will not, bring or introduce any Prohibited Information into Marvell, its systems or storage locations after commencement of your employment;
- H. You agree that in the event you are solicited or directed to disclose any Prohibited Information during your employment with Marvell you will refuse such solicitation or direction, and you will immediately provide Marvell's Vice President of Global Human Resources with the identity of any such person soliciting or directing such disclosure;
- I. You agree to follow the Company's Conflict of Interest Guidelines, which are attached hereto as Exhibit C of this Agreement;

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- J. You agree to follow the Company's Code of Ethics and Business Conduct for Employees, Officers and Directors, which are attached hereto as <u>Exhibit D</u> of this Agreement; and,
- K. You agree that you will not solicit other Company employees or consultants to work elsewhere.

Please read this entire Agreement, all sections herein and the several exhibits attached to this Agreement, and contact the Vice President Global Human Resources for Marvell Semiconductor, Inc., Sunnyvale, California, U.S.A., if you have any questions or concerns about the obligations you are assuming under this Agreement. After you have reviewed this Agreement, please sign and initial the appropriate places.

### PART II:

# CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT PROVISIONS

As a condition of my employment with your Company subsidiary or affiliate and in consideration of my employment, I agree to the following:

At-Will Employment. I understand and acknowledge that my employment with the
Company is for an unspecified duration and constitutes "at-will" employment. I
acknowledge that this employment relationship may be terminated at any time, with or
without good cause or for any or no cause, at the option either of the Company or myself,
with or without notice.

## Confidential Information.

Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors or an Officer of the Company, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Confidential Information also includes the Work Product (as defined below). I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved, provided that, although certain information or technology may be publicly known, the fact that Company uses it, and how Company uses it, may not be known, and is therefore Confidential Information.

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- (b) No Breach of Other Obligations. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document, proprietary information or other confidential information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. I represent that my performance of my duties for Company will not breach any non-compete, invention assignment, or proprietary or confidential information agreement with any former employer or other party or create any conflict of interest with anyone. I do not have in my possession or control any confidential information belonging to a previous employer.
- (c) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

## Work Product.

- Ownership of Work Product. I agree that Company and its assigns will be the exclusive owner of Work Product and all patents, trademarks, copyrights, mask (a) works, moral rights and other statutory or common law protections in any and all countries ("IP Rights") covering or otherwise associated with my Work Product. In addition, to the extent Company has not obtained exclusive ownership due to my Company employment, I agree to, and do hereby, assign to the Company and waive any and all IP Rights in my Work Product without further compensation or consideration. "Work Product" means any and all tangible materials resulting from my services to Company and all ideas, inventions, improvements, discoveries, know-how, techniques and works of authorship (including but not limited to computer programs, software, logic design and documentation) and other information and materials, whether or not patentable, copyrightable or otherwise registrable under applicable statutes, that I may make, conceive, reduce to practice, develop, learn or work on, either alone or jointly with others, whether or not reduced to drawings, written description, documentation, models or other tangible form during the period of my employment by Company.
  - (b) Excluded Inventions. However, as provided by California Labor Code § 2870, Section 3(a) does not apply to any invention that I develop entirely on my own time and to which all of the following apply: (i) no equipment, supplies, facilities or trade secret information of Company are used, (ii) it is not related to Company's business or Company's actual or demonstrably anticipated research and development, and (iii) it does not result from any work performed by me for Company. In addition, Section 3(a) does not apply to any inventions which I made or conceived or first reduced to practice alone or jointly with others prior to my

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engagement by Company. I represent that <u>Exhibit A</u> is a complete list of my preemployment inventions that I desire to have specifically excluded from my obligations under this Section. If no such list is attached to this Agreement, I represent that I have made no such inventions as of the effective date of this Agreement. All of these Section 3(b) inventions are referred to as "Excluded Inventions."

- (c) Certain Rights of Company in Excluded Inventions. If I incorporate any Excluded Invention into any Company product or service or otherwise use an Excluded Invention for Company's benefit as part of my Company employment activities, Company is hereby granted and shall have a fully paid, nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sublicensable license to make, have made, modify, create derivative works, reproduce, use, offer to sell, sell, import and distribute such Excluded Invention (as may be improved or enhanced by or for Company) and any Company product or Company service incorporating such Excluded Invention.
- (d) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Work Product made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- (e) <u>Disclosure of Work Product</u>. I will promptly disclose to Company all Work Product other than Excluded Inventions. In addition, I agree that, if requested by Company, I will disclose in confidence any inventions that I consider to be Excluded Inventions so that the ownership of such inventions can be established.
- Protection of Rights in Work Product. I agree to assist the Company, or its (f) designee, at the Company's expense, in every proper way to secure the Company's rights in the Work Product and related IP Rights in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such IP Rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Work Product and IP Rights. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign IP Rights covering my Work Product, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, enforcement and maintenance of IP Rights in the Work Product.

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- 4. Conflicts of Interest. In order to avoid conflicts of interest and inadvertent disclosure or improper use of Confidential Information, and to ensure that I devote my professional energies to Company, I agree that while I am employed by Company I will not accept or engage in any professional employment, consulting or other relationship with any business without first giving written notice to, and receiving written approval from, the Vice President Global Human Resources. While Company's policy is to consider such approval requests on a case-by-case basis, Company typically approves such requests as to non-exempt employees so long as the other business is not a Company competitor or a major Company supplier or customer. Additionally, I agree to diligently adhere to the Conflict of Interest Guidelines attached as Exhibit C hereto.
- 5. Returning Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.
- 6. Notification to New Employer. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.
- 7. Solicitation of Employees. I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.
- 8. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

### 9. General Provisions.

- (a) Governing Law: Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of California for contracts entered into in California between California residents. Any dispute arising under or relating to this Agreement shall be litigated exclusively in state and federal courts located in Santa Clara County, California and Company and I hereby consent and submit to the jurisdiction and venue of such courts.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or

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amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

- (c) <u>Severability</u>. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- (d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

I certify and acknowledge that I have carefully read all of the provisions, sections and Exhibits of this Agreement and that I understand and will fully and faithfully comply with such, sections and Exhibits. I UNDERSTAND THAT THIS AGREEMENT IS EFFECTIVE AS OF THE DATE MY EMPLOYMENT WITH THE COMPANY COMMENCED OR WILL COMMENCE.

INSTRUCTIONS TO EMPLOYEE: If Exhibit A is not filled out or signed or if it is crossed out, then you represent that you have no pre-employment inventions, as set forth in Section II, sub-Section 3(a) of this Agreement.

EMPLOYEE	ACCEPTED AND AG	REED TO BY:
	,	
	MARVELL	
	Landard Land	
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## EXHIBIT A

# LIST OF PRE-EMPLOYMENT INVENTIONS

Tule	Date	Identifying Number or Brief Description
$\sqrt{}$ No Inventions or improve	ments	
Additional Sheets Attache	ed	
Signature of Employee:	<u>料或</u>	
Printed Name of Employee:	ZHONG XIAOWEI	
Date: <u>07/04 /200</u> 8		

**RECORDED: 07/21/2016** 

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