

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3980114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VICTOR KHASIEV	09/21/2007
RONALD BERTHIAUME	09/21/2007
RECEIVING PARTY DATA	
Name:	FAIRCHILD SEMICONDUCTOR CORPORATION
Street Address:	1272 BORREGAS AVENUE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11903338
CORRESPONDENCE DATA	
Fax Number:	(612)339-3061
<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:	612-373-6900
Email:	slw@blackhillsip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	2921.430USA (FSC 67560)
NAME OF SUBMITTER:	KATY NOON
SIGNATURE:	/Katy Noon/
DATE SIGNED:	07/26/2016
Total Attachments: 4	
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Fairchild Semiconductor
38551 Central Expressway
San Jose, CA 95134

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+1 408-272-2000
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EMPLOYMENT AGREEMENT

In consideration of my employment (or continued employment, as the case may be) by Fairchild Semiconductor Corporation, its affiliates, divisions, subsidiaries, successors and assigns (hereinafter referred to as "the Company"), I hereby acknowledge and agree as follows:

A. EMPLOYMENT AT WILL

I acknowledge that my employment with the Company is at-will and can be terminated at the option of either party, with or without cause, and with or without notice. Nothing contained in this agreement shall limit or otherwise alter the foregoing.

B. OUTSIDE ACTIVITIES

1. I certify that I have no other agreements, relationships, or commitments to any other person or entity that conflict with my obligations to the Company. I will disclose to the Company, in writing, prior to accepting employment with the Company, any and all consulting or professional services I am presently performing for other parties.
2. I will obtain written permission from an officer of the Company prior to accepting any offer to perform future consulting or professional services related to or connected with a business, or products or projects which are similar to those of the Company.

C. RELOCATION

I will reimburse the Company, based on the terms outlined in my relocation agreement, should I terminate my employment prior to two years of service, for any and all relocation expenses incurred by the Company on my behalf.

D. PROTECTION OF TRADE SECRETS AND CONFIDENTIAL INFORMATION

1. I understand that the Company has and will develop, compile and own certain trade secrets, confidential and proprietary information and know-how that are valuable and unknown to the Company's competitors. This information may include inventions, unissued patents, manufacturing or processing techniques, processes, formulas, data, including software products, matter relating to research and development programs, products, customers, suppliers, sales or business practices of the Company (collectively known as "Confidential Information"). Confidential Information includes all information and know-how, whether or not in writing, that has or could have commercial value, and also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as confidential. I agree at all times during and after my employment by the Company, to hold in strictest confidence, and not to use for my own purposes, and not to publish or to disclose to any person, firm or corporation, without the prior express written authorization of an officer of the Company, any Confidential Information which I may in any way acquire, learn or develop during or by reason of my employment with the Company, except as such use or disclosure may be required in connection with my work for the Company.
2. I agree that all notes, books, engineering records, correspondence, drawings, files, memos, reports, sketches, laboratory notebooks, organizational charts, telephone lists, computer disks or memory or any other materials containing or relating to Confidential Information or Inventions which may come into my possession, shall be the exclusive property of the Company to be used only in the performance of Company duties. I agree that upon leaving the employ of the Company, I will return all of these materials to the Company prior to my departure. I recognize that the unauthorized taking, using or disclosing of any of the Company's trade secrets is a crime under state and federal law and could result in civil liability to the Company.
3. Except with the written consent of an officer of the Company, I agree that I will not, either during the period of my employment, or for a period of one year following the termination of my employment with the



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38551 Centurist Parkway
San Jose, CA 95134

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F + 1 408-327-2000
F + 1 408-327-2100
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Company, interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a vendor or consultant to sever their relationship with the company. Because information relating to the identities, key contact personnel, preferences, needs and circumstances of the Company's customers are trade secrets that necessarily are and will be used by the me in the solicitation of business from the Company's customers, I agree that for a period of one year following the termination of my employment with the Company, I will not solicit business of any customer of the Company for services or products similar to those sold by the Company unless I first obtain the written consent of an officer of the company.

4. I agree not to use or disclose any proprietary information or trade secrets of others, including all prior employers, in my work at the company. Should a situation arise in which I believe that my job duties may lead to the use or disclosure of proprietary information or trade secrets of another, I agree to notify the local human resources director or the legal department immediately. I represent and warrant that I have returned all property and confidential information belonging to my prior employers and that, in working for the Company, I will comply with all valid agreements with prior employers.

E. INVENTIONS

1. I will disclose promptly to the Company, in writing, all inventions, ideas, developments, materials and discoveries, including software products, which during the period of my employment with the Company I have or which I may conceive, develop, make or reduce to practice, either solely or jointly with others (collectively "make or made") whether patented, the subject of a patent application, patentable or not, including but not limited to processes, methods, formulae, software, techniques, as well as improvements thereof or know-how related thereto, that:
 - a. relate to any subject matter with which my work for the Company may relate or be concerned, whether or not made during normal business hours; or
 - b. relate to, or are connected with the business, products or projects of the company; or
 - c. involve the use of the Company's time, material, facilities or proprietary information.

The foregoing are collectively referred to herein as the "Inventions". Any inventions, ideas, developments, materials and discoveries, including software products, in which I retain ownership or an interest, which I make or made before or during my employment by the Company and whose subject matter would otherwise make it an Invention, but which is not an Invention for whatever reason, are collectively referred to herein as the "Employee Owned Inventions".

2. I will keep complete and current written records of all Inventions I make during the period of time I am employed by Company properly witnessed for use as Invention records and to submit such records to Company when requested or upon termination of my employment with Company.
3. I agree that all Inventions which I make during the period of time I am employed by Company are the sole and exclusive property of Company and I will assign, and do hereby assign, my entire right, title and interest in such Inventions to Company. Company's ownership and the foregoing assignment shall apply, without limitation, to all rights under the patent, copyright, and trade secret laws of any jurisdiction relating to the Inventions.
4. If for any reason under any law of any jurisdiction, including without limitation Section 2870 of the Labor Code of the State of California, all or any portion of the foregoing grant of rights is held unenforceable, I agree to grant, and do hereby grant to the Company, a worldwide, irrevocable, fully paid up right and license in perpetuity with the right to sublicense others, to practice the Invention and to make, have made, use, offer for sale, sell, lease or otherwise dispose of, without restriction, any products incorporating the Invention.
5. At all times during and after my employment by the Company, and at no expense to me, I agree to execute and deliver such assignments, affidavits, oaths and other documents, and to perform such other acts (including appearance as a witness in any contest) as may be requested by the Company to obtain or uphold, for the benefit of the Company, patents and/or copyrights in any and all countries for all



Fairchild Semiconductor
38551 Centinella Parkway
San Jose, CA 95134

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F + 1 408-822-7000
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Inventions, whether or not I am an inventor thereof, said Inventions to be and remain the property of the Company or its nominees. In the event that the Company is unable for any reason whatsoever to secure my signature to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals, extensions, continuations, divisions or continuations in part) in a timely manner, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for me and on my behalf, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me.

6. I agree to abide by the foregoing provisions in all respects; specifically, that I will not withhold Inventions conceived or reduced to practice during employment for my own use after employment, that I will not impart to subsequent employers any Confidential Information or trade secrets, and that I will not induce or encourage other employees of the Company to violate the terms of their Employment Agreements.

7. Are you the inventor of any *issued* patents or *published* patent applications? Yes _____
(Check One) No _____

7a. If you answered Yes to question 7 above, please list the patent or publication numbers:

8. Are you the inventor of any filed but *unpublished* patent applications? Yes _____
(Check One) No _____

9. Are you the inventor of any inventions which have not been applied for patent? Yes _____
(Check One) No _____

10. I agree that should a situation arise in which I believe that my job duties may lead to the use of technology claimed or sought to be claimed in a patent issued to or applied for or under preparation naming me as an inventor, or of which I am otherwise aware, I will notify my supervisor and the legal department immediately. I understand that patent applications that are unissued and unpublished may be trade secrets, and agree to abide by all provisions in Section D in notifying my supervisor and the legal department.

11. I agree that if the Company incorporates into a product, process, a machine or otherwise uses an Employee Owned Invention, I agree to grant, and do hereby grant to the Company, a royalty-free, worldwide, irrevocable, fully paid up right and license in perpetuity, to practice the Employee Owned Invention and to make, have made, use, offer for sale, sell, lease or otherwise dispose of any products incorporating the Employee Owned Invention, without restriction, to the extent of my ownership or interest. This license is transferable in whole or in part with the sale of all or substantially all of the business or the assets of the business to which the Employee Owned Invention relates.

F. MISCELLANEOUS

1. **Injunctive Relief.** Because my breach of this Agreement may cause the Company irreparable harm which cannot adequately be compensated with money, I agree that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.
2. **Amendments.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal



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38551 Chabot Parkway
San Jose, CA 95134

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representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

3. **Governing Law.** This agreement shall be governed by the laws of the State of Maine.
4. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. The parties further agree that any provision found to be invalid or unenforceable shall be replaced with a provision that will achieve, to the extent possible, the purpose of the void or unenforceable provision.
5. **Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter.

READ, UNDERSTOOD, AND ACKNOWLEDGED BY:

Employee's Signature

Badge No.

Date Signed