

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3984529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VIVEK KUMAR PAI	12/28/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ADOBE SYSTEMS INCORPORATED
<b>Street Address:</b>	345 PARK AVENUE
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95110-2704
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15170334
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	509-755-7262
<b>Email:</b>	danielle@wolfe-sbmc.com
<b>Correspondent Name:</b>	WOLFE-SBMC
<b>Address Line 1:</b>	601 W. MAIN AVENUE
<b>Address Line 2:</b>	SUITE 1300
<b>Address Line 4:</b>	SPOKANE, WASHINGTON 99201
<b>ATTORNEY DOCKET NUMBER:</b>	P6035-US
<b>NAME OF SUBMITTER:</b>	WILLIAM J. BREEN, III, REG# 45313
<b>SIGNATURE:</b>	/William J. Breen, III/
<b>DATE SIGNED:</b>	07/29/2016
<b>Total Attachments: 5</b>	
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EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

This Agreement, made this 28 day of DECEMBER 2005 by and between:

Adobe Systems India Private Limited, a company incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at Adobe Towers, Plot No. I-1A, City Center, Sector 25A, Noida-201301 (hereinafter referred to as "the Company" which term shall, unless repugnant to the subject or context, be deemed to include its successors in the interest and permitted assigns)

And

VIVEK KUNAR PAI. (hereinafter referred to as the "Employee"), resident of BIGDI "WHITEHOUSE" 6TH MAIN 15TH CROSS RT NAGAR, BANGALORE, INDIA

And

ADOBE SYSTEMS INCORPORATED, as confirming party, being a corporation organized under the laws of California, USA and having its office at 345, Park Avenue, San Jose, California 95110-2704, USA (hereinafter referred to as the "confirming party")

Whereas:

- a) The Employee is employed with the Company with effect from \_\_\_\_\_ for such duties as may be designated by the company from time to time during the term of employment.
- b) The Company is desirous of formalizing the terms and conditions which shall govern the employee's fresh or continued employment with the company;
- c) The Company has agreed to employ the Employee, and the Employee acknowledges and agrees to the terms and the conditions as are set hereinafter.

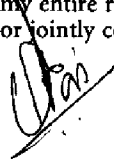
NOW THEREFOR, in consideration of the premises and the mutual promises and agreements contained therein, the parties agree as follows:-

1. No Conflict : I will perform for the Company such duties as may be designated by the Company from time to time. During my period of employment by the Company, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities to be detrimental to the best interests of the Company without the prior written consent of the Company.

2. Period of Employment : As used herein, the period of my employment includes any time in which I may be retained by the Company as a consultant.
3. Prior work : All previous work done by me for the Company relating in any way to the conception, design, development or support of products for the Company is the property of the Company.
4. Proprietary Information : My employment creates a relationship of confidence and trust between the Company and me with respect to any information:
  - a) Applicable to the business of the Company; or
  - b) Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me in such context during the period of my employment.

All of such information has commercial value in the business in which the Company is engaged and is hereinafter called "Proprietary information". By way of illustration, but not limitation, Proprietary information includes trade secrets, processes, structures, software, formulae, data and know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, and customer lists.

5. Non-disclosure of Proprietary Information : All proprietary information is the sole property of the Company (Adobe Systems India Private Limited and Adobe Systems Incorporated, USA), its assigns, and its customers and the Company, its assigns and its customers shall be the sole owner of the patents and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information, or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, it is understood that, at all times, I am free to use information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish.
6. Return of Materials : Upon termination of my employment or at the request of the Company before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary Information or otherwise relating to the Company's business.
7. Proprietary Rights : As used in this Agreement, the term "Proprietary Rights" means any new or useful art, discovery, improvement, or invention, whether or not patentable, and all know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, typefaces, software, written materials or other copyrightable or patentable works, including all rights to obtain, register, perfect and enforce these Proprietary Rights.
8. Ownership of Proprietary Rights : I hereby agree to promptly disclose and describe to the Company, and I hereby assign and agree to assign to the Company or its assignee, my entire right, title, and interest in and to all Proprietary Rights which I may solely or jointly conceive, develop, reduce to practice or otherwise create during the period



of my employment with the Company (a) which relate at the time of creation, conception or reduction to practice to the Company's business or actual or demonstrably anticipated research or development, or (b) which were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or trade secret information, or (c) which resulted from any work I performed for the Company. I have identified on Exhibit A as attached hereto all Proprietary Rights relating in any way to the Company's business or demonstrably anticipated research and development, which were made by me prior to my employment with the Company, and I represent that such list is complete. I represent that I have no rights in any such Proprietary Rights other than those Proprietary Rights specified in Exhibit A. If there is no such list on Exhibit A, I represent that I have no right in any such Proprietary Rights at the time of signing this Agreement.

9. Cooperation in Perfecting Proprietary Rights :

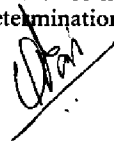
a) I agree to perform, during and after my employment, all at its expenses deemed necessary or desirable by the company to permit and assist it, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Rights hereby assigned to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, mask works and copyrights or other legal proceedings.

b) In the event that the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications with respect to any Proprietary Rights (including part thereof), 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 and in my behalf and instead of me, to execute and file any such application and to do all lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works or other rights thereon with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties : My performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement, which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

11. Survival : This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

12. Un-assignable Inventions : This Agreement does not apply to an invention, which qualified fully as a non-assignable invention under the provisions of section 2870 of the California Labor Code. However, I agree to disclose promptly in writing to the Company all invention made or conceived by me during the term of my employment whether or not I believe such inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the inventions should be the



property of the Company. Any such information will be received in confidence by the Company.

- 13. No Solicitation : During the term of employment with the Company and for a period of two (2) years thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of the Company to terminate their employment with the Company.
- 14. Injunctive Relief : A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages, if appropriate).

Miscellaneous

- 15. a) The waiver by Company of breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.  
  
b) If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.  
  
c) This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without reference to such state's statutes or case law regarding conflicts of laws.
- 16. a) This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.  
  
b) I certify and acknowledge that I have carefully read all the provisions of this Agreement and that I understand and faithfully comply with them.

ADOBE SYSTEMS INCORPORATED

EMPLOYEE

By: \_\_\_\_\_

By: VINEK KUNAR PAT.

Name: \_\_\_\_\_

Name: Chickhat

Title: \_\_\_\_\_

Title: ENGINEERING MANAGER

**Exhibit A**

{ Refer clause 8 (Ownership of Proprietary Rights) }

*[This section contains seven horizontal lines that have been crossed out with a diagonal line, indicating that the content has been redacted.]*

**EMPLOYEE**

By: *Vivek Kumar Pat.*

Name: VIVEK KUMAR PAT.