504021064 09/26/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4067722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BELLSOUTH EMPLOYEE AGREEMENT - IN LIEU OF ASSIGNMENT FOR UNCOOPERATIVE INVENTOR

CONVEYING PARTY DATA

Name	Execution Date
JEROME MYERS	05/25/2005

RECEIVING PARTY DATA

Name:	BELLSOUTH INTELLECTUAL PROPERTY CORPORATION	
Street Address:	824 MARKET STREET	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15253946

CORRESPONDENCE DATA

Fax Number:

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: 919-469-2629

Email: scott@scottzimmerman.com
Correspondent Name: SCOTT P. ZIMMERMAN, PLLC

Address Line 1: P. O. BOX 3822

Address Line 4: CARY, NORTH CAROLINA 27519

ATTORNEY DOCKET NUMBER:	060168 CON1	
NAME OF SUBMITTER:	SCOTT P. ZIMMERMAN	
SIGNATURE:	/Scott P. Zimmerman/	
DATE SIGNED:	09/26/2016	

Total Attachments: 1

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PATENT 504021064 REEL: 040144 FRAME: 0631

6000 6003

BellSouth Employee Agreement Regarding Intellectual Property, Confidential Information, Nonsolicitation and Return of BellSouth Materials

RF-6195 (01-2005)

In consideration of my employment, continued employment, promotion, or job reassignment by BellSouth, and for other good and valuable consideration, I agree as follows:

- A. Rights to Intellectual Property. I hereby assign to BellSouth, or its designee, all right, title and interest in and to all Intellectual Property that I develop or have developed or create or have created, alone or in conjunction with others, during my employment with BellSouth (i) using the time, material, facilities or Confidential Information of BellSouth, or (ii) relating, at the time I develop it, to the business, research or development activities of BellSouth. Intellectual Property includes all (i) tangible and intangible work product, inventions, discoveries, developments, ideas, improvements, computer or other programs, works of authorship, business relationships and goodwill generated by me ("Work Product and Inventions"), and (ii) patents, copyrights, trademarks, trade secrets and other proprietary rights arising out of or related to the Work Product and Inventions. I will promptly disclose all Intellectual Property to BellSouth and, without charge, cost or expense to BellSouth, do anything else required by BellSouth, including providing or signing additional documentation, that is reasonably necessary to enable BellSouth, or its designee, to secure and maintain full ownership rights and protection of the Intellectual Property.
- B. Protection and Non-Disclosure of Confidential Information. I will not communicate, disclose or publish (electronically, in writing or orally) or use any non-public, private, proprietary or confidential information or data of or about any BellSouth Affiliate or about any customer, supplier, vendor or joint venture or business partner of any BellSouth Affiliate ("Confidential Information"), except to the extent my specific employment responsibilities require and authorize me to do so. Confidential Information includes, without limitation, all Intellectual Property of BellSouth. The obligations of this section shall apply for as long as I am employed by any BellSouth Affiliate and continue in force thereafter except to the extent that applicable law requires a shorter duration for such obligations, in which case the obligations with respect to Confidential Information that does not constitute a "trade secret" under applicable law shall terminate on the date that is two (2) years after my Termination.
- C. Non-Solicitation of Employees. During my employment with any BellSouth Affiliate, and for two (2) years after my Termination, I will not solicit or attempt to solicit, directly or indirectly, any employee of any BellSouth Affiliate to terminate his or her employment; provided that after my Termination this covenant shall restrict me from soliciting only those employees with whom I had material contact during the two (2) year period prior to Termination.
- D. Return of BellSouth Property. On or prior to Termination of my BellSouth employment, or at any time upon the specific request of any BellSouth Affiliate, I will return to BellSouth all BellSouth Property in my possession or control. "BellSouth Property" shall mean all (i) property or materials furnished to or obtained by me in the course of my employment, (ii) embodiments of Work Product and Inventions, and (iii) all items, tangible or electronic, that contain or constitute Confidential Information of any BellSouth Affiliate.
- Additional Terms and Definitions. I have read and understand this Agreement and acknowledge that it is the entire agreement between BellSouth and me with regard to its subject matter. This Agreement supersedes all prior agreements between me and BellSouth with respect to matters covered in this agreement. If this Agreement is deemed unenforceable for any reason, in whole or in part, then any prior version of this Agreement between me and BellSouth will be deemed automatically reinstated in whole or corresponding part. This Agreement is binding upon and inures to the benefit of BellSouth and me and my heirs and BellSouth's and my successors. As between me and BellSouth, only BellSouth may assign its rights or obligations under this Agreement. All amendments must be in writing and signed by BellSouth and me. BellSouth and I intend for any court construing this Agreement to partially enforce or "blue pencil" any provision that it concludes is unenforceable as drafted. The provisions of this Agreement are severable from one another. agree that if my employment relationship moves from the BellSouth Affiliate executing this Agreement to another, this Agreement will be deemed automatically assigned to the successor BellSouth Affiliate that employs me without the need for a written amendment of this Agreement. As used in this Agreement "BellSouth" shall refer to the BellSouth Affiliate employing me at the time. I acknowledge that at any point in time I will be employed only by a single BellSouth Affiliate. "BellSouth Affiliates" are BellSouth Corporation and all subsidiary entities in which BellSouth Corporation has a direct or indirect equity interest of greater than fifty percent (50%). "Termination" is defined as the date on which I am no longer employed by any BellSouth Affiliate. This Agreement does not constitute an offer or assurance of employment or any other affiliation with any BellSouth Affiliate, and I understand that, unless I have a separate written agreement providing otherwise, my employment is at will and either BellSouth or I can terminate my employment at any time for any reason.

Supervisor (or appropriate BellSouth Manager) Signature

Supervisor (or appropriate BellSouth Manager) Signature

Supervisor (or appropriate BellSouth Manager) Supervisor/Manager

PRIVATE/PROPRIETARY/SECURE

No disclosure outside BellSouth except by written agreement. Must be securely stored when not in use.

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RECORDED: 09/26/2016