

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4088423

<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>
WALTER R. KLAPPERT	05/11/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MACROVISION SOLUTIONS CORPORATION
<b>Street Address:</b>	TWO CIRCLE STAR WAY
<b>City:</b>	SAN CARLOS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94070
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15155485
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)235-9492
<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>	(212) 596-9000
<b>Email:</b>	petra.valentin@ropesgray.com, USPatentMail@ropesgray.com
<b>Correspondent Name:</b>	ROPES & GRAY LLP
<b>Address Line 1:</b>	1211 AVENUE OF THE AMERICAS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	003597-1484-101
<b>NAME OF SUBMITTER:</b>	PETRA VALENTIN
<b>SIGNATURE:</b>	/Petra Valentin/
<b>DATE SIGNED:</b>	10/07/2016
<b>Total Attachments: 7</b>	
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I am now, or soon may be, employed by or contracting with Macrovision Solutions Corporation, a Delaware corporation, or its subsidiaries and affiliates (collectively called "Macrovision").

I understand that:

- A. Macrovision is engaged in the business of creating, developing, producing and marketing proprietary rights management technology, electronic program guides and content, metadata, digital connection devices and protocols, processes, equipment and devices and is engaged in a continuous program of research, development and production with respect to its business, present and future.
- B. As an employee or contractor to Macrovision, I may be expected to develop new ideas or inventions or make other contributions of value to Macrovision.
- C. As an employee or contractor to Macrovision, I have an obligation of confidence and trust with respect to any information:
  - 1. Applicable to the business of Macrovision; or
  - 2. Applicable to the business of any client or customer or other business affiliate of Macrovision, which may be made known to me by Macrovision or by any client or customer or other business affiliate of Macrovision, or learned by me in such context during the period of my engagement.
- D. Macrovision possesses and will continue to possess information that has been created, discovered, developed or otherwise become known to Macrovision (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my engagement with Macrovision) and/or in which property rights have been assigned or otherwise conveyed to Macrovision, which information has commercial value and relates to the business or any field of interest of Macrovision. All of the aforementioned information is hereinafter called "Proprietary Information". By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, structures, systems, know-how, methods, techniques, recipes, drawings, apparatus, formulas, government filings, patents, patent applications, materials, devices, research activities and plans, data, specifications, costs of productions, prices, promotional methods, financial information, business and marketing plans, forecasts, customer lists, customer information and supplier information. While being considered for retention as an employee or contractor and while retained as an employee or contractor to Macrovision, I may have access to such Proprietary Information.
- E. Macrovision has received and in the future will receive certain information from third parties ("Third Party Information") that is confidential or proprietary to such third parties and that is subject to a duty on the part of Macrovision to maintain the confidentiality of such information and to use it only for certain limited purposes. As an employee or contractor to Macrovision, I may have access to such third Party information.

In consideration of my initial and/or continued engagement and benefits received by me from Macrovision, I hereby agree as follows:

- 1. All Proprietary Information shall be the sole property of Macrovision and its assigns, and Macrovision and its assigns shall be the sole owner of all patents and other rights in connection therewith.
- 2. At all times, prior to and during my engagement with Macrovision and after the termination of such engagement, I will keep in confidence and will not use or disclose any Proprietary Information or Third Party Information or anything directly relating to it, except as required in the

ordinary course of performing my work for Macrovision, or with Macrovision's prior written approval. I will also use my best efforts to prevent unauthorized reproduction, disclosure or use of any Proprietary Information or Third Party Information by myself or others. It is understood that the foregoing shall apply to information that is not known by the trade generally, even though portions of such information may be publicly available or may be available to certain third parties pursuant to arrangements with Macrovision or otherwise. I agree that I shall be bound by the provisions of this Section 2 with respect to Proprietary Information and Third Party Information which I may receive even after my engagement by Macrovision.

3. I agree that during the period of my engagement with Macrovision I will not, without Macrovision's express written consent, engage in any engagement or business that would present a conflict of interest with my work for Macrovision. I have identified on Attachment A any engagement or business opportunities in which I am currently involved.
4. Upon the termination of my engagement with Macrovision (or upon earlier request by Macrovision), I will surrender to Macrovision all documents and data of any nature pertaining to my work with Macrovision and I will retain no copies, reproductions, descriptions, notes or samples of the same, except that information made public (fact sheets, press releases, videos, etc.). This Section 4 shall not apply to personal records of mine that do not contain Proprietary Information.
5. I will promptly disclose to Macrovision, or any persons designated by it, all inventions, improvements, formulas, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my engagement that result from tasks assigned me by Macrovision or result from use of Proprietary Information, Third Party Information, or any premises owned, leased, or contracted for by Macrovision (hereinafter "Inventions").
6. I agree that all Inventions shall be the sole property of Macrovision and further agree as to all Inventions to do all acts necessary, both during and after the termination of my engagement, to assist Macrovision in every proper way to obtain and enforce patents on said Inventions in any and all countries, and to that end, I will execute all documents for use in applying for, obtaining and enforcing such patents, as Macrovision may desire, together with any assignments thereof to Macrovision or persons designated by it. Macrovision shall pay all reasonable expenses related to such activities.

Any provision in this Agreement requiring me to assign my rights in any invention does not apply to any invention which qualifies under the provisions of Section 2870 of the California Labor Code. A copy of which is attached hereto as Attachment B and incorporated by reference herein.

7. I have identified on Attachment C attached hereto and incorporated by reference herein, all inventions or improvements relevant to the subject matter of my engagement with Macrovision that have been previously made or conceived solely or jointly by me prior to my engagement by Macrovision, which I desire to remove from the operation of this Agreement; and I covenant that such list is complete. If there is no such list on Attachment C, I represent that I have made no such inventions and improvements at the time of signing this Agreement.
8. I represent that my performance of all the terms of this Agreement and as an employee or contractor to Macrovision does not, to the best of my present knowledge and belief, and will not breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my engagement with Macrovision. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
9. I acknowledge that I do not have in my possession any confidential information or documents belonging to others (except as noted below), and will not use, disclose to or induce Macrovision to use any such information or documents. I represent that I will not violate any obligation to, or confidence with, another as a result of my engagement with Macrovision. Similarly, any confidential information or documents I may have in my possession of a former employer or client are listed hereto in Attachment D, which information or documents may or may not be used

during my engagement with Macrovision, and for which I have obtained written authorization for their possession.

10. I agree that for a period of one year following the termination of my employment from or contractual relationship with Macrovision, for whatever reason, I will not directly or indirectly solicit, induce or influence any person who is engaged as an employee or otherwise by the Macrovision to seek employment with any other business, nor will I provide any information regarding employees of Macrovision, including without limitation name, e-mail address, telephone or fax numbers, job titles or compensation information, to any third party without the prior written consent of Macrovision. I acknowledge that such information is proprietary to Macrovision and that providing such information for any unauthorized purpose, including without limitation the direct or indirect solicitation of such employees for employment, is strictly prohibited, and I further acknowledge that violation of this provision would result in damage to Macrovision for which I may be held personally liable, and I agree that should I violate this provision, Macrovision may obtain injunctive relief as well as actual, incidental, or punitive damages, if appropriate.
11. I understand that it is the established policy of Macrovision to conduct business in accordance with the applicable laws of the various countries in which Macrovision does business, and in accordance with high standards of integrity and ethical business conduct. Acts of hospitality toward public officials should conform to any applicable laws and regulations and should be of such scale and nature as to avoid compromising the integrity of the public official and of Macrovision.
12. I understand that this Agreement is not a contract of engagement but is merely an expressed understanding between Macrovision and me concerning certain conditions applicable to my work at the company. Nothing in this Agreement shall be construed to grant to me any right to continue in the engagement of Macrovision for any specific period of time or to interfere with the right of Macrovision to discharge me at any time and for any reason or no reason at all, nor shall it be construed to give Macrovision the right to require me to remain in engagement or to interfere with my right to terminate my engagement with Macrovision.
13. This Agreement shall be governed by the laws of California, without reference to its principles on the conflict of laws, and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of Macrovision, its successors, and assigns. Except for claims relating to breach of a nondisclosure obligation or relating to ownership of proprietary information, which claims shall not be subject to arbitration, any controversy, or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration, to be held in Santa Clara, California, in accordance with the rules of the American Arbitration Association and the decision of the arbitrators shall be binding on the parties thereto. I understand and acknowledge that Macrovision, in addition to any other forms of remedy available to it, will be entitled to injunctive relief in the event of a breach or threatened breach by me of the provisions of this Agreement.
14. If a court or other body of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision will be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, or, if it is not possible to so adjust such provision, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. The invalidity and unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and all other provisions of the Agreement shall be valid and enforceable to the fullest extent possible.

ATTACHMENT A

OTHER ENGAGEMENT OR BUSINESS

(If None, So State)

<u>Company Name</u>	<u>Nature of Business</u>	<u>Duties &amp; Responsibilities</u>
1. ComMedia LLC	Consulting	CEO and Consultant
2.		
3.		
4.		

**ATTACHMENT B**

**CALIFORNIA LABOR CODE**

**Section 2870. Inventions on Own Time - Exemption from Agreement**

(a) Any provision in an engagement agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time, without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice to the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an engagement agreement purports to require a contractor to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

(1979 ch. 1001, 1986 ch. 346)

**ATTACHMENT C**

**INVENTIONS AND IMPROVEMENTS**

**(If None, So State)**

1. "Audio Magic for Outside" On Monday, March 30, 2009 at around 1AM, I, Walt Klappert, conceived of an audio system to improve audio reinforcement and amplification in open-air venues
2. like parks.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



ATTACHMENT D  
DOCUMENTS IN POSSESSION  
(If None, So State)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

This Agreement shall be effective as of the first day of my engagement by Macrovision.

I acknowledge receipt of a copy of this Agreement.

Dated: 5/11/09

By:   
EMPLOYEE OR CONTRACTOR

By: \_\_\_\_\_  
MACROVISION SOLUTIONS  
CORPORATION