

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4179889

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEVEN C. HENCH	08/18/2008
RECEIVING PARTY DATA		
Name:	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	
Street Address:	10260 CAMPUS POINT DRIVE	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15375255
CORRESPONDENCE DATA		
Fax Number:		
<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:	804-441-8530	
Email:	dawnmarie@beycotropia.com	
Correspondent Name:	DAWN-MARIE BEY, BEY & COTROPIA PLLC	
Address Line 1:	213 BAYLY COURT	
Address Line 4:	RICHMOND, VIRGINIA 23229	
ATTORNEY DOCKET NUMBER:	SAIC0148-DIV2	
NAME OF SUBMITTER:	DAWN-MARIE BEY, REG. NO. 44,442	
SIGNATURE:	/Dawn-Marie Bey/	
DATE SIGNED:	12/12/2016	
Total Attachments: 4		
source=saic0148div2_executed_intellectualpropertyagreement_hench#page1.tif		
source=saic0148div2_executed_intellectualpropertyagreement_hench#page2.tif		
source=saic0148div2_executed_intellectualpropertyagreement_hench#page3.tif		
source=saic0148div2_executed_intellectualpropertyagreement_hench#page4.tif		

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION INTELLECTUAL PROPERTY AGREEMENT

This Agreement made between Science Applications International Corporation ("Company"), and (Employee's Full Name) ("Employee"), will be effective as of the first date of employment. For the purposes of this Agreement, "Company" will mean Science Applications International Corporation or any division, subsidiary, Affiliated Company, or any successor in business to any of the foregoing to which Employee may be transferred or by which employee may be employed. An "Affiliated Company" of Science Applications International Corporation will be a company directly or indirectly controlling, controlled by or under common control with Science Applications International Corporation.

In consideration of Employee's employment by Company, and the payment of Employee's salary during such employment, the parties agree as follows:

1. COVENANT AGAINST DISCLOSURE. Employee will gain possession of or access to information owned by Company, or entrusted to Company, which is identified as, or which Employee understands (or should reasonably know) is regarded as proprietary, confidential and/or trade secret information ("Proprietary Information"). Proprietary Information may include, but is not limited to, know-how, algorithms, software programs, schematics, source documents, materials, contracts, customers, customer related information, financial information, personnel information, product development, engineering, strategic and tactical plans, sales and marketing plans, and business plans. Employee agrees that he or she shall not, without the prior written consent of Company use, disclose, reproduce, publish or transfer any Proprietary Information or material either during or after his or her employment.

Employee agrees that all documentation (whether in hard copy or electronic format) relating to the business of Company, whether prepared by Employee or otherwise accessible to him or her and whether or not containing Proprietary Information, shall remain the sole and exclusive property of Company and shall not be removed from Company's premises under any circumstances whatsoever, at any time during or after employment, without the prior written consent of Company except as required in discharging Employee's duties to Company in accordance with standard written procedures established by Company. Employee agrees to immediately return to Company all such material in his or her possession upon request and in any event to promptly return all such material upon termination of employment.

2. OBLIGATIONS PERTAINING TO INVENTIONS. "Company Invention" shall mean any and all inventions, copyrightable works and other protectable intellectual property, including but not limited to any and all computer programs, trade secrets, inventions, concepts, discoveries, improvements, copyrightable materials, processes, manufacturing techniques, formulas, data or know-how, whether or not patentable, trademarks, service marks, domain names, or semiconductor mask works which Employee solely or jointly conceives, creates, makes, has made, actually reduces to practice, discovers, authors, patents, records or registers (collectively "Develops") at any time during the term of his or her employment by Company and which: (i) Employee Develops using any time charged to Company or (ii) Employee Develops using any equipment, supplies, facilities, or confidential, proprietary and/or trade secret information ("Items") of Company, or of any agent, contractor, customer or affiliate of Company, or any other third party to whom Company is contractually obligated, where such Items are disclosed or provided to Employee through his/her relationship with Company, or (iii) relates at the time of conception or constructive or actual reduction to practice to the business of Company's Business Unit in which Employee works (including but not limited to any work performed by the Business Unit for others), or actual or demonstrably anticipated research or development of such Business Unit, or (iv) results from any work performed by Employee for Company. Employee agrees to create and maintain adequate and current written records of all Company Inventions in the form of notes, sketches, drawings, or reports relating thereto, which records will be and remain the sole property of, and available to, Company at all times. Employee further agrees to fully and promptly disclose to Company the existence of any Company Invention (and agrees that such disclosure requirements persist so long as a Company Invention is or can

inventions, including, but not limited to, 6 months time after Employee's employment ends) and provide a complete record of any such Company Invention including, but not limited to, the foregoing written record.

3. ASSIGNMENT OF COMPANY INVENTIONS. Employee agrees to grant and does hereby grant and assign to Company or its nominee his or her entire right, title and interest in and to any and all Company Inventions, together with any and all domestic and foreign intellectual property rights in such Company Inventions, including without limitation all patent and copyright interest, rights of publicity and/or privacy and any moral rights, and the right to sue for infringements which may occur before the effective date of this assignment and to collect and retain damages from any such infringers. In accordance with California Labor Code 2870 (which shall apply to all Employees whether located in California or elsewhere) no provision in this Agreement is intended to require assignment of any intellectual property rights of an Employee in any invention or copyrightable work that is subject to the exclusions afforded by California Labor Code 2870 unless such invention or copyrightable work is subject to the provisions of a contractual agreement between Company and the United States Government requiring intellectual property rights or title be granted to the United States and under which agreement Employee performs work.

California Labor Code Section 2870. Application of provision that employee shall assign or offer to assign rights in invention to employer

(a) Any provision in an employment 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 of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

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

California Labor Code Section 2872. Notification that agreement regarding assignment of invention does not apply to qualified invention under statutory exemption; Burden of proof

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

4. EXECUTION OF DOCUMENTS. Employee agrees to fully cooperate with Company and its designees, both during and after Employee's employment in securing the full benefit and protection of Company Inventions, including but not limited to the procurement and maintenance of patents, copyrights and other protections or registrations of Company's rights in Company Inventions, wherever and whenever Company should elect. Employee agrees he or she shall execute all papers and documents and do such other action reasonably requested by Company at any time either during or after Employee's employment and without additional compensation.

9. COMPLIANCE NOT CONTINGENT UPON ADDITIONAL CONSIDERATION.
Employee has not been promised, and agrees he or she shall not claim, any additional or special payment for compliance with the covenants and agreements herein contained.

05/2007

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