

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4246417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JEREMY CHENG	03/19/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Intermolecular, Inc.
<b>Street Address:</b>	3011 N. First Street
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95134
<b>Name:</b>	GUARDIAN INDUSTRIES CORP.
<b>Street Address:</b>	2300 HARMON ROAD
<b>City:</b>	AUBURN HILLS
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48326
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14661958
<b>Patent Number:</b>	9405046
<b>Patent Number:</b>	9309149
<b>Application Number:</b>	14144915
<b>Application Number:</b>	13804766
<b>Patent Number:</b>	9518319
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)582-5401
<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>	4085825533
<b>Email:</b>	patents@intermolecular.com
<b>Correspondent Name:</b>	INTERMOLECULAR, INC.
<b>Address Line 1:</b>	3011 N. FIRST STREET
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95134

<b>ATTORNEY DOCKET NUMBER:</b>	JEREMY CHENG
<b>NAME OF SUBMITTER:</b>	MANU KASHYAP
<b>SIGNATURE:</b>	/Manu Kashyap/
<b>DATE SIGNED:</b>	01/27/2017

**Total Attachments: 7**

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source=Employee-Agreement-Jeremy-Cheng#page6.tif  
source=Employee-Agreement-Jeremy-Cheng#page7.tif

## INTERMOLECULAR, INC.

### EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

In partial consideration and as a condition of my employment by **INTERMOLECULAR, INC.** (the "Company"), and any equity interest I may be offered in the Company, and effective as of the date that my employment by the Company first commenced as set forth below, I, the undersigned, agree as follows:

#### 1. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

**1.1 Confidential Information.** During the term of my employment, I may receive and otherwise be exposed to confidential and proprietary information relating to the Company's business, strategies, designs, technologies and customers. Such confidential and proprietary information may include but not be limited to confidential and proprietary information supplied to me with the legend "Confidential" or "Proprietary," or equivalent, and any of the following, whether or not marked as confidential or proprietary (and for purposes hereof, "Company" includes any affiliate of the Company): the Company's marketing and customer support strategies, any Company customer information or user data, the Company's financial information, including without limitation sales, costs, profits and pricing methods, the Company's internal organization, employee and consultant information (including without limitation the terms of this Agreement), the Company's designs, the Company's technology, including discoveries, ideas, Inventions (as defined below), research and development efforts, and all derivatives, improvements and enhancements related to any of the above which are created or developed by me while I am employed by the Company and information of third parties as to which Company has an obligation of confidentiality (all of the above collectively referred to as "Confidential Information").

**1.2 Duties.** I acknowledge the confidential and secret character of the Confidential Information, and agree that the Information is the sole, exclusive and extremely valuable property of Company. Accordingly, I agree not to reproduce any of the Confidential Information without the applicable prior written consent of Company, not to use the Confidential Information except in the performance of my authorized duties as an employee of Company, and not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of my employment. Upon termination of my employment, I agree to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in my possession or under my direct or indirect control.

**2. PROPERTY OF THE COMPANY.** All notes, memoranda, reports, drawings, blueprints, manuals, materials, files, programs, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment with the Company, relating to any Inventions (as defined below) or Confidential Information, shall be works for hire and the sole and exclusive property of the Company. This property shall be surrendered to the Company upon termination of my employment with the Company, or upon request by the Company, at any other time either during or after the termination of such employment. I further agree that in the event of termination of my employment with the

Company I will execute a Termination Certificate, substantially in the form attached hereto as Exhibit A.

### **3. INVENTIONS.**

**3.1 Disclosure.** I shall disclose promptly to an officer or to attorneys of the Company in writing any invention, work of authorship, whether patentable or unpatentable, copyrightable or uncopyrightable, including, but not limited to, any patent applications or other filings, any processes, source code, firmware, designs, tools, samples, formula, methods, know-how, computer program, mask work, command structure, code, documentation, compound, formula, manual, device, method, discovery, concept, algorithm, or development (any of the foregoing items hereinafter referred to as an "Invention") I may conceive, make, develop or work on, in whole or in part, solely or jointly with others during the term of my employment with the Company. The disclosure required by this Section applies (a) during the period of my employment with the Company and for one year thereafter; (b) with respect to all Inventions whether or not they are conceived, made, developed or worked on by me during my regular hours of employment with the Company; (c) whether or not the Invention was made at the suggestion of the Company; (d) whether or not the Invention was reduced to drawings, written description, documentation, models or other tangible form; and (e) whether or not the Invention is related to the general line of business engaged in by the Company. The Company agrees that it will take reasonable precautions to keep Inventions disclosed to it pursuant to this Section 3.1 in confidence and shall not use any Inventions for its own advantage unless those Inventions are assigned to the Company pursuant to Section 3.2 or otherwise.

**3.2 Assignment of Inventions to Company; Exemption of Certain Inventions.** To the extent that an Invention may not qualify as a work for hire, I hereby assign to the Company without royalty or any other further consideration my entire right, title and interest in and to all Inventions that (i) relate to the subject matters related to my employment and exist as of the date of this Agreement or (ii) I conceive, make, develop or work on during the period of my employment with the Company and for one year thereafter, except those Inventions that I develop entirely on my own time after the date of this Agreement without using the Company's equipment, supplies, facilities or Confidential Information, unless those Inventions either (a) relate at the time of conception or reduction to practice of the Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (b) result from any work performed by me for the Company. I acknowledge and agree that the Company has hereby notified me that the assignment provided for in Section 3.2(ii) does not apply to any Invention which qualifies fully for exemption from assignment under the provisions of Section 2870 of the California Labor Code, a copy of which is attached as Exhibit B.

**3.3 Records.** I will make and maintain adequate and current written records of all Inventions covered by Section 3.1. These records shall be and remain the property of the Company.

**3.4 Patents and Other Rights.** Subject to Section 3.2, I will assist the Company in obtaining, maintaining and enforcing patents, invention assignments and copyright assignments, and other proprietary rights in connection with any Invention covered by Section 3.1, and otherwise will assist the Company as reasonably required to perfect in the Company the rights, title and other interests in my work product granted to the Company under this Agreement. Reasonable costs related to such assistance, if required, will be paid by the Company. I further

agree that my obligations under this Section 3.4 shall continue beyond the termination of my employment with the Company, but if I am called upon to render such assistance after the termination of such employment, I shall be entitled to a fair and reasonable rate of compensation for such assistance. I shall, in addition, be entitled to reimbursement of any expenses incurred at the request of the Company relating to such assistance. If the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3.4 with the same legal force and effect as if executed by me.


**3.5 Prior Contracts and Inventions; Information Belonging to Third Parties.** I represent and warrant that, except as set forth on Exhibit C hereto, there are no other contracts to assign Inventions that are now in existence between any other person or entity and me. I further represent that (a) I am not obligated under any consulting, employment or other agreement which would affect the Company's rights or my duties under this Agreement, (b) there is no action, investigation, or proceeding pending or threatened, on any basis therefor known to me involving my prior employment or any consultancy or the use of any information or techniques alleged to be proprietary to any former employer, and (c) the performance of my duties as an employee of the Company will not breach, or constitute a default under any agreement to which I am bound, including, without limitation, any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to engagement by the Company. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential, trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach as Exhibit C of this Agreement a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from the assignment provisions of this Agreement ("Background Technology"). I hereby grant Company a non-exclusive, royalty-free, perpetual and irrevocable, worldwide right to use and sublicense the use of Background Technology for the purpose of developing, marketing, selling and supporting Company products and services, either directly or through multiple tiers of distribution, but not for the purpose of marketing Background Technology separately from Company products or services.

**4. NON-COMPETITION.** During the term of my employment by the Company, I will not without the prior written approval of (i) an executive officer of the Company, in the event that I am not an executive officer of the Company, and (ii) the Board of Directors of the Company, in the event that I am an executive officer of the Company, (a) engage in any other professional employment or consulting, or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer or competitor of the Company.

**5. NON-SOLICITATION.** During the term of my employment with the Company and for a period of one (1) year thereafter, I will not solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company. During the term of my employment with the Company and for a period of one (1) year thereafter, I will not solicit the business of any customer or client of the Company on my own behalf or on behalf of any person or entity other than the Company.

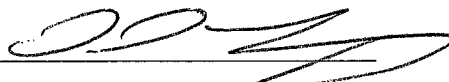
**6. MISCELLANEOUS.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns. I will not assign this Agreement or its obligations hereunder without the prior written consent of the Company and any such purported assignment shall be null and void. This Agreement constitutes the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be waived, modified, amended or assigned unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement. I acknowledge that the Company will suffer substantial damages not readily ascertainable or compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within California. I agree that upon Company's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Santa Clara County, California, and I hereby agree to consent to the personal jurisdiction of such courts. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, I have executed this document as of 3/19, 2007.

  
\_\_\_\_\_  
Jeremy Cheng

AGREED AND ACKNOWLEDGED:

**INTERMOLECULAR, INC.**

By: 

Name: David E. Lazovsky

Title: President and CEO

EXHIBIT B  
California Labor Code

California Labor Code § 2870. Application of provision providing 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 the public policy of this state and is unenforceable.

(Amended by Stats. 1991, c. 647 (S.B.879), § 5)



EXHIBIT C

Background Technology

(List here prior contracts to assign Inventions that are now in existence between any other person or entity and you.)

(List here previous Inventions which you desire to have specifically excluded from the operation of this Agreement. Continue on reverse side if necessary.)