

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4555182

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TAEIL UM	06/06/2013
RECEIVING PARTY DATA		
Name:	SAMSUNG ELECTRONICS CO., LTD.	
Street Address:	129, SAMSUNG-RO, YEONGTONG-GU	
City:	SUWON-SI, GYEONGGI-DO	
State/Country:	KOREA, REPUBLIC OF	
Postal Code:	443-742	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14838932
CORRESPONDENCE DATA		
Fax Number:	(408)512-1911	
<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:	408-512-2209	
Email:	efs@ipinvestlaw.com	
Correspondent Name:	INTELLECTUAL PROPERTY INVESTMENT LAW GROUP	
Address Line 1:	3150 DE LA CRUZ BLVD	
Address Line 2:	SUITE 206	
Address Line 4:	SANTA CLARA, CALIFORNIA 95054	
ATTORNEY DOCKET NUMBER:	49-002 EMPLOYEE AGR_UM	
NAME OF SUBMITTER:	DANIEL C. HAN	
SIGNATURE:	/Daniel C. Han/	
DATE SIGNED:	08/17/2017	
Total Attachments: 5		
source=49-002_Employee_Agreement_Taeil_Um#page1.tif		
source=49-002_Employee_Agreement_Taeil_Um#page2.tif		
source=49-002_Employee_Agreement_Taeil_Um#page3.tif		
source=49-002_Employee_Agreement_Taeil_Um#page4.tif		
source=49-002_Employee_Agreement_Taeil_Um#page5.tif		

SAMSUNG SEMICONDUCTOR, INC.
EMPLOYEE AGREEMENT REGARDING
CONFIDENTIAL INFORMATION AND INVENTIONS

In exchange for my employment with Samsung Semiconductor, Inc. ("SSI") I agree that:

1. **Effective Date.** This Agreement ("Agreement") is effective as of the first day of my employment with SSI.
2. **Confidential Information.**
 - a. **Use of Confidential Information.** At all times, I will use or disclose Confidential Information only as authorized by SSI and only for legitimate business purposes. I will take reasonable steps to prevent the unauthorized disclosure of Confidential Information. I may disclose and use Confidential Information to third parties (such as customers or suppliers of SSI), in order to do my job for SSI.
 - b. **Definition of Confidential Information.** "Confidential Information" means any information not generally known in the relevant trade or industry that was obtained, learned, discovered, developed, conceived, originated or prepared by me in my capacity as an employee of SSI. Confidential Information includes, but is not limited to, software, technical and business information relating to SSI's products, inventions, research and development, production processes, finances, customers, prices, marketing, and future business plans.
 - c. **Return of Confidential Information.** Upon termination of my employment, or at SSI's request at any time, I will deliver to SSI all material containing any Confidential Information.
3. **Inventions.**
 - a. **Definition of Inventions.** For purposes of this Agreement, "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how. Inventions include, but are not limited to, all designs, discoveries, improvements and ideas.
 - b. **Disclosure and Assignment of Inventions.** I will promptly disclose and describe to SSI all Inventions that I solely or jointly conceive, develop or reduce to practice during my employment with SSI, or that otherwise arise or result from my employment at SSI and which (A) relate to SSI's business (including actual or anticipated research or development), or (B) were developed in whole or in part on SSI's time or with the use of SSI equipment, supplies, facilities or trade secret information, or (C) resulted from any work I performed for SSI (hereafter (A), (B), and (C) are collectively referred to as "SSI Inventions"). I assign to SSI all my

right, title and interest worldwide in, and all intellectual property rights (including trade secrets) based upon, SSI Inventions. I further agree to notify SSI of all my Inventions, and any patent applications filed by me or on my behalf, during my SSI employment and for one (1) year following termination of my SSI employment, and to provide reasonable details regarding such Inventions, so that SSI can perform a reasonable and confidential review to determine whether such Inventions are SSI Inventions.

- c. **Non-Assignable Inventions.** This Agreement does not apply to an Invention, which qualifies fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code. I do not assign or agree to assign any Inventions which I made before I began working for SSI and which are identified in Exhibit A, and I represent and warrant that Exhibit A contains no confidential information. I do not assign or agree to assign any Inventions that I develop entirely on my own time, unless such Inventions are SSI Inventions as described above.

4. **Assisting SSI to Protect SSI's Intellectual Property Rights.**

- a. **Further Acts.** During and after my employment, I agree to assist SSI, at SSI's expense, in realizing the full benefits, enjoyment, rights and title throughout the world in SSI Inventions. Such assistance may include execution of documents and cooperation in the registration and enforcement of SSI Inventions, and informing SSI of all know-how and trade secrets relating to the SSI Inventions.
- b. **Appointments of Attorney-In-Fact.** In the event that SSI is unable to secure my signature to any lawful and necessary document that SSI needs to apply for or execute any patent, copyright or other applications with respect to any SSI Inventions, I hereby irrevocably appoint SSI and its duly authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other lawfully permitted acts with the same legal force as if executed by me.

5. **Return of SSI Property.** Upon termination of my employment or at any other time upon request, I will promptly deliver to SSI, without retaining any copies, all documents (including electronic files, messages and images), equipment and other materials that I obtained or prepared during my employment at SSI.

6. **IT Use and Security Policy.** I will comply with SSI's Information Technology Use and Security Policy as of the Effective Date. I understand that the Information Technology Use and Security Policy may be amended and updated periodically. I agree to re-read and comply with the policy as it is updated.

7. **Security of Facilities and Information.** I will comply with all SSI policies, including those policies relating to the safety of the company's facilities or the security of

Confidential Information. I consent to reasonable searches of any company facilities or of my property brought into company facilities.

8. **Other Employment.** During the term of my employment with SSI, I will not engage in any employment, consulting, business or other activity that conflicts with or is in any way related to SSI's business without SSI's prior written consent.
9. **Non-Solicitation and Non-Interference.** During the term of my employment with SSI and for a period of one (1) year thereafter, I will not: (1) solicit or encourage, or cause others to solicit or encourage, any employee of SSI to terminate his or her employment with SSI, or (2) interfere or cause others to interfere with relationships between SSI and its customers (but this shall not prohibit me from performing customary sales, marketing, or other job duties at a new employer if such duties are not designed to interfere with SSI's customer relationships).
10. **No Conflicting Obligations.** I agree that my employment by SSI, the performance of my job duties for SSI, and/or the performance of my obligations under this Agreement do not and will not breach my agreements with or obligations to my prior employers or other third parties, if any.
11. **At-Will Employment.** I agree that my employment with SSI is for no specified term and may be terminated by SSI or me at any time, with or without cause, and that I am an "at will" employee. I am not entitled to any advance notice or warning regarding the termination of my employment, and SSI has not promised me employment for any duration of time.
12. **Governing Law.** This Agreement is governed by the laws of the United States and the State of California, but if I am assigned to any SSI office outside of California, any additional or superior rights expressly granted by the laws of the state where my SSI office is located shall also apply to me during my employment at such SSI office.
13. **Additional Terms.** This Agreement and its Exhibits are the entire agreement relating to the matters addressed in this Agreement and its Exhibits and supersedes all prior or simultaneous discussions and agreements. This Agreement may be modified only in a writing signed by both parties. When my employment terminates, all of Sections 2, 3, 4, and 9 survive such termination. A waiver of any breach of this Agreement will not be a waiver of any other or subsequent breach. If any part of this Agreement is found unenforceable, that part will be amended to achieve the same permissible intent, as the original provision and the remainder of this Agreement will remain in full force.

14. **Assignments.** This Agreement may be assigned by SSI. I may not assign or delegate my duties under this Agreement without SSI's prior written approval. This Agreement shall be binding upon my heirs, successors, and permitted assignees.

Employee

Taeil Um

Print Name



Signature

6/6/13

Date

**ATTACHMENT TO EMPLOYEE AGREEMENT REGARDING
CONFIDENTIALITY AND INVENTIONS**

Limited Exclusion Notification

This is to notify you in accordance with Section 2872 of the California Labor Code that the Employee Agreement Regarding Confidentiality and Inventions between you and SSI does not require you to assign or offer to assign to SSI any invention that you developed entirely on your own without using SSI'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 SSI's business, or actual or demonstrably anticipated research or development of SSI.
2. Result from any work performed by you for SSI.

To the extent a provision in the above Agreement purports to require you to assign an invention otherwise excluded by the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between SSI and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

The benefits of this California law apply to every SSI employee, regardless of in which state such employee's SSI office is located. However, if an employee of SSI is assigned to an office in a state having express laws that grant superior or additional rights to those of California referred to in this Exhibit A, then the benefits and rights of such laws shall be deemed to apply to such employee during the employee's assignment at such SSI office.

You may request and receive a copy of the Agreement and this notification.

EXHIBIT A – PRIOR INVENTIONS

NONE - UNLESS OTHERWISE EXPRESSLY STATED BELOW.

Employee

Taeil Um
Print Name

[Signature]
Signature

6/6/13
Date