

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4644730

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EDWARD KODDE	01/01/2009
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HPC PLATFORM SAS	
<b>Street Address:</b>	63 RUE DE LA MADELEINE MICHELIS	
<b>City:</b>	NEUILLY-SUR-SEINE	
<b>State/Country:</b>	FRANCE	
<b>Postal Code:</b>	92200	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14502243	
<b>Application Number:</b>	14502523	
<b>Patent Number:</b>	9535702	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	jferrigno@foleyhoag.com	
<b>Correspondent Name:</b>	FOLEY HOAG LLP	
<b>Address Line 1:</b>	155 SEAPORT BOULEVARD	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210	
<b>ATTORNEY DOCKET NUMBER:</b>	34617.00002	
<b>NAME OF SUBMITTER:</b>	PETER SULLIVAN	
<b>SIGNATURE:</b>	/Peter Sullivan/	
<b>DATE SIGNED:</b>	10/17/2017	
<b>Total Attachments: 4</b>		
source=2009-01-01 NDA and IP Assignment#page1.tif		
source=2009-01-01 NDA and IP Assignment#page2.tif		
source=2009-01-01 NDA and IP Assignment#page3.tif		
source=2009-01-01 NDA and IP Assignment#page4.tif		

## HPC PLATFORM NON DISCLOSURE AND IP ASSIGNMENT AGREEMENT

### BETWEEN THE UNDERSIGNED:

- ☒ **HPC Platform SAS**, a *société par action simplifiée*, having its registered office at 63 rue de la Madeleine Michélin, 92200 Neuilly-sur-Seine, registered with the registry of commerce and companies of Nanterre under No. 502 161 078, represented by LEICHLING in his/her capacity as Chairman.
- ☒ Kedde Edouard (hereinafter referred to as the "Intern"),

### WHEREAS:

Each person who is under a contract of internship with HPC PLATFORM and its subsidiaries (hereinafter collectively referred to as "HPC PLATFORM") is bound to respect an obligation of confidentiality as regards the general business of HPC PLATFORM and particularly with the information that they may receive in the context of the projects that HPC PLATFORM may want to implement (hereinafter referred to as the "Project"). Each Intern also agrees to assign to HPC PLATFORM all intellectual property rights in any work developed during the contract of internship and in particular in relation to the Project.

In order to respect the abovementioned duty of confidentiality and assignment, each Intern shall comply with the provisions set forth below:

### 1. DEFINITIONS

- 1.1 For the purposes of this Agreement the following expression shall have the following meanings:

"Confidential Information" shall include, without limitation, all information or documents of any kind whatsoever, whether oral, written or in any other form ( fax, e-mails, reports, plans, documents, drawings, formulas, memorandum, writing, samples and knowledge), received by HPC PLATFORM in connection with the Project and shall include any information or analyses derived from, containing or reflecting such information. Confidential Information shall not include any information to the extent that, and only to such extent, such information :

- (a) is in the public domain at the time of its disclosure under this Agreement; or
- (b) subsequently comes into the public domain (other than as a result of disclosure by HPC PLATFORM contrary to the terms of this Agreement).

### 2. DUTY OF CONFIDENTIALITY

- 2.1 The Intern shall:

- 2.1.1 keep the Confidential Information secret and confidential and not disclose it in any way to any third party (other than to HPC PLATFORM (HPC PLATFORM and its subsidiaries) and its and their respective officers and employers and to its legal and other professional advisers as necessary for its work on Project. It being understood that such persons shall be informed by HPC PLATFORM of the confidential and proprietary nature of the Confidential Information and shall be directed by HPC PLATFORM to treat such Confidential Information

confidentially and not to use such Confidential Information other than for the Project).

- 2.1.2 use the Confidential Information for the sole purpose of considering, evaluating, advising on, implementing or furthering the Project, and not for any other purpose;
  - 2.1.3 not use the Confidential Information in any way which is detrimental to the Project or HPC PLATFORM;
  - 2.1.4 keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any non authorized persons;
  - 2.1.5 not disclose any Confidential Information, in whole or part, to any third party whomsoever, nor use any Confidential Information without prior written consent of HPC PLATFORM.
- 2.2 HPC PLATFORM and its Interns shall be permitted to disclose Confidential Information to the extent that it is required to be disclosed by law or by a regulatory authority or by any court of competent jurisdiction. In such a case, the Intern agrees that it will, to the extent permitted by law, (i) notify HPC PLATFORM before doing so in order that HPC PLATFORM may have an opportunity to object to such disclosure or to obtain a protective order or other appropriate relief and (ii) will provide such reasonable cooperation and assistance as HPC PLATFORM may reasonably request in any effort by HPC PLATFORM to protect the confidentiality of Confidential Information.
- 2.3 The Intern's obligations under this Article 2 shall remain effective until the end of the internship and for three (3) years thereafter.

### 3. INTELLECTUAL PROPERTY RIGHTS

#### 3.1 Assignment of intellectual property rights

The Intern agrees to promptly disclose to HPC PLATFORM any and all intellectual property conceived or learned by him/her in relation to his/her contract of internship and in particular to the Project which arise or result from his/her work, his/her research or investigations carried out on behalf of HPC PLATFORM by him/her or which result, to any extent, from use of HPC PLATFORM's premises or property.

The Intern assigns to HPC PLATFORM all intellectual property rights and know-how in and to any creation or invention developed by him/her in relation to his/her internship and in particular to the Project in any form whatsoever (including in particular, technical inventions, software, computer programs, integrated circuits, designs, plans or any other technical, commercial or other documents). These rights shall automatically become HPC PLATFORM's property as soon as each creation or invention is developed.

The Intern assigns to HPC PLATFORM all intellectual property rights and know-how in and to any invention developed by him/her in relation to his/her internship and in particular to the Project.

The Intern assigns to HPC PLATFORM all intellectual property rights and know-how in and to software developed by him/her in relation to his/her internship and in particular to the Project.

As a consequence, HPC PLATFORM shall be the sole owner of the rights to execute or authorize (i) the total or partial reproduction of the software by any means and any forms, whether permanent or temporary, (ii) the translation, adaptation, repair or any other transformation of the software and the reproduction of the results of the same, including but

not limited to partial or full incorporation in other software products, (iii) any form of public distribution, including the rental and/or licensing of the software or of any of its copies, and its commercialization in any market, (iv) the partial or full transfer to a third party of the rights assigned hereunder.

The Intern assigns all intellectual property rights and know-how in and to any integrated circuit and/or topography of a semiconductor product developed by him/her in relation to his/her internship and in particular to the **Project**.

As a consequence, **HPC PLATFORM** shall be the sole owner of the rights to execute or authorize (i) the total or partial reproduction of the integrated circuit and/or topography of a semiconductor product, (ii) the commercial exploitation or importation to that end of the integrated circuit and/or topography of a semiconductor product or of such a reproduction or of any semiconductor product incorporating it.

Should any creation developed by the Intern in relation to his/her internship and in particular to the **Project** be protected by copyright, **HPC PLATFORM** shall be the sole owner of the rights to reproduce on any medium, to adapt, including but not limited to partial or full incorporation in other products or material, to translate and to represent, whatever may be the technical process which is used, world-wide and for the legal duration provided by French and foreign legislation and by the international conventions, including future time extensions. **HPC PLATFORM** shall be the sole owner of the right to reproduce in any quantity it wishes any such creation, on any medium, including but not limited to, on any paper, electronic, digital, magnetic medium or otherwise developed through data-processing (such as records, floppy disks, tapes) whatever the objective of the reproduction may be (commercial, free, advertising or else). **HPC PLATFORM** shall also be the owner of the right to communicate the creation to the public, in any place, either public or not, and by any means and technical method, in any format and more specifically but not limited to, by radio, cable, satellite relay system or any other telecommunication or audiovisual network and, more generally, by any other means of communication (the internet network, the electronic mail, etc.), whatever the objective of the communication to the public may be (commercial, free, advertising or otherwise). Lastly, **HPC PLATFORM** shall be the owner of the rights to translate in any language or programming language and to adapt, including the right to add, withdraw, arrange or alter any element by any means or process such as all means of telecommunication or audiovisual communication above mentioned.

### 3.2 Compensation

In consideration for the assignment of the rights pursuant to this Article, **HPC PLATFORM** shall pay a fixed and final Compensation to the Intern.

For the French Intern, some tax considerations have to be taken into account:

- ☒ L'opération décrite est une cession de droits d'auteur
- ☒ L'AUTEUR doit accomplir des formalités de déclaration
- ☒ les impositions afférentes (CSG/CRDS) sont déclarées et versées directement par L'AUTEUR sur sa déclaration d'impôt personnelle annuelle. Les Droits d'Auteurs perçus seront déclarés dans la catégorie des Bénéfices non commerciaux (B.N.C.) sur sa déclaration d'impôt personnelle annuelle.

### 3.3 Consequences of the assignment of intellectual property rights to **HPC PLATFORM**

The Intern shall transmit to **HPC PLATFORM** the entirety of the documents and works the Intern shall have realized in relation to his/her internship and in particular to the **Project**, including without limitation all notes, records, papers, reports, analyses, computer based information, drawings, samples, data, written materials. The Intern shall return all copies in his/her possession of any tangible material, documents and works at the first request of

HPC PLATFORM or at the latest at the termination of the internship. Such documents and works will remain the sole property of HPC PLATFORM, at all times.

The Intern shall refrain from making or causing or allowing to be made, any registration and any formality with any registry for any creation or invention or software referred to above, whether for the Intern's own account or on behalf of a third party, whether in France or abroad.

Upon HPC PLATFORM's request and at HPC PLATFORM's expense, the Intern will assist HPC PLATFORM in preparing, filing, prosecuting, obtaining, enforcing and/or defending any patent, copyright or other intellectual property applications or grant of rights issuing on any creation or invention or software in any country(ies) in the world.

The Intern hereby gives full powers to HPC PLATFORM, as the case may be, so that it may cause any formality which it deems necessary for the protection of HPC PLATFORM's rights with regard to the creation, invention and/or software, in France and abroad and undertakes to provide any document and signature which might be necessary or useful in that respect.

The provisions of this Article 3.3 shall apply during internship and thereafter.

#### 3.4 Warranties

The Intern represents and warrants that any creation, invention or software to be developed during his/her internship and/or in relation to the Project shall be original and shall not use, not contain or be adapted or derived from any preexisting creation, invention or software except to the extent that the Intern has expressly been instructed by HCP PLATFORM to do use, include or adapt such pre-existing item.

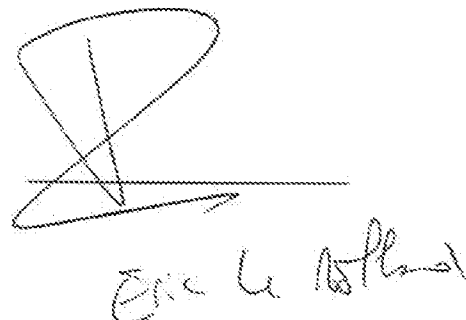
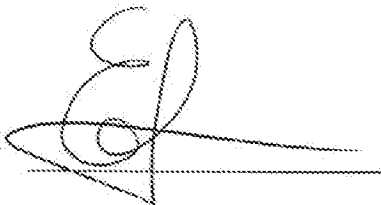
The Intern warrants to HPC PLATFORM the quiet enjoyment of the rights hereunder assigned against any third party claims.

#### 4. GENERAL

4.1 No variation of the terms of this Agreement shall be effective as against a party to this Agreement unless in writing and signed by a duly authorised representative of that party.

4.2 This Agreement shall be governed by and construed in accordance with the laws of France and the parties submit to the exclusive jurisdiction of the French courts.

Made in PARIS  
On 10/17/2017  
In two original copies



Eric Le Boulanger