

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4725411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GUANGLIN HAN	07/13/2016
CHEN CHI	08/05/2011
WEI BAI	05/29/2012
RECEIVING PARTY DATA	
Name:	HUAWEI TECHNOLOGIES CO., LTD.
Street Address:	HUAWEI ADMINISTRATION BUILDING
Internal Address:	BANTIAN, LONGGANG DISTRICT
City:	SHENZHEN
State/Country:	CHINA
Postal Code:	518129
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14981006
CORRESPONDENCE DATA	
Fax Number:	(972)628-3616
<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:	972 628 3600
Email:	patents@munckwilson.com
Correspondent Name:	DOCKET CLERK/HTCL
Address Line 1:	P.O. DRAWER 800889
Address Line 4:	DALLAS, TEXAS 75380
ATTORNEY DOCKET NUMBER:	HUAW06-03694
NAME OF SUBMITTER:	ROBERT D. MCCUTCHEON
SIGNATURE:	/ROBERT D. MCCUTCHEON/
DATE SIGNED:	12/08/2017
Total Attachments: 14	
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PATENT

Attorney Docket No. _____
Client Reference No. 83503694US03

ASSIGNMENT

WHEREAS, WE,

Wei BAI
Huawei Administration Building
Bantian, Longgang District
Shenzhen, 518129, Guangdong
P.R. CHINA; and

Chen CHI
Huawei Administration Building
Bantian, Longgang District
Shenzhen, 518129, Guangdong
P.R. CHINA; and

Guanglin HAN
Huawei Administration Building
Bantian, Longgang District
Shenzhen, 518129, Guangdong
P.R. CHINA;

have invented and own a certain invention entitled:

DATA TRANSMISSION METHOD AND APPARATUS, BASE STATION, AND USER EQUIPMENT

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on 28 Dec 2015, under U.S. Application No. 14981006 and

WHEREAS, HUAWEI TECHNOLOGIES CO., LTD., of Huawei Administration Building, Bantian, Longgang District, Shenzhen, 518129, Guangdong, P.R. China, hereinafter referred to as Assignee, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set

In re Appln. of Bai et al.
Attorney Docket No. _____

forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, We have hereunder set our hands on the dates shown below.

Date _____

Wei BAI

Date _____

Chen CHI

Date July 13, 2016

Guanglin HAN

Guanglin HAN

VERIFICATION OF TRANSLATION

I, Liwen LONG, hereby solemnly affirm that I have a fluent knowledge of English and Chinese languages, and that the document titled "Partial Translation of Huawei Technologies Co. Ltd. Employment Agreement " is the true and accurate translation of a relevant part of the Employment Agreement between Huawei Technologies Co. Ltd and employee Chi Chen.

Dated this 2nd day of December, 2017

Signature of Translator *Liwen Long*



华为技术有限公司员工聘用协议书

Huawei Technologies Co., Ltd.

Employment Agreement

聘用方(甲方)Company: Huawei Technologies Co., Ltd.

住所 Location: Huawei Headquarters, Bantian, Longgang District Shenzhen,

法定代表人 Legal Representative: Sun Yafang

受聘方(乙方) Employee: 池琛, Chi Chen

工号 Employee ID: 00195246 国籍 Nationality: 中国

护照号码 Passport Number/身份证号码 Citizen Identification:

[REDACTED]

户口所在地 Registered Permanent Residence(For Chinese):

北京市

通信住址 Address for correspondence:

北京市朝阳区和平西街12号院号楼904

PATENT

REEL: 044340 FRAME: 0506



11 知识产权 Intellectual Property Rights

11.1 职务成果

Service Achievements

11.1.1 双方确认，乙方在甲方工作期间（包括离职之日起一年内），由于履行本人职务或甲方安排的本人职务之外的工作任务，或者主要利用甲方的物质条件和业务信息等，自行或与他人共同构思、开发、创造或研制出的发明创造、实用新型、外观设计、技术诀窍、产品、计算机软件、半导体芯片、作品或其他形式的智力成果，其中所包含的或与之有关的全部知识产权权利或其他财产权利（以下统称“知识产权”）均归甲方所有。Both Company and the Employee agree that Company owns all the intellectual property rights and/or other property rights (hereinafter referred to as intellectual property rights) included in or related to the inventions, practical innovations, appearance designs, technical know-hows, products, computer software, semiconductor chips, works, and/or intellectual achievements in any other form that are solely or jointly made, researched, developed, or created by the Employee in performing the Employee's duties or fulfilling other tasks appointed by Company, or using physical conditions and business information of Company, during the employment period (including within one year after the Employee leaves the employment).

11.1.2 乙方同意以所有适当的方式通过适当的途径（包括但不限于申请专利、注册商标、登记软件等，相关费用由甲方承担）协助甲方或甲方指派的第三方，为甲方取得上述知识产权在任一国家、地区或全球范围内的各项权利。前述适当的方式包括但不限于：向甲方披露全部相关信息和数据，签署相关申请书、技术说明书以及甲方认为在申请取得该等权利或向甲方（或其继承者、受让人和指定者）转让知识产权的专属权利、权属和利益时所必需的文书。乙方同意，乙方签署任何该等文书或文件的义务、或促使该等文书或文件被签署的义务，在其与甲方的劳动关系终止之后仍应继续存在。The Employee agrees to assist Company or a third Company appointed by Company to acquire the rights pertaining to the aforesaid intellectual property rights in any country or region or the whole world for Company in all proper ways through proper channels (including but not limited to patent application, trademark registration and software registration; the related expenses shall be undertaken by Company). The foregoing proper ways include but are not limited to disclosure of all related information and data to Company and signing related applications, technical descriptions, and other writings and documents deemed necessary by Company in applying for these rights or transferring the exclusive rights, ownership and benefits of the intellectual property rights to Company (or Company's successor, assignee or appointed entity). The Employee agrees that the Employee's obligation to sign these writings and documents or assist in getting these writings and documents signed be valid after the termination of the employment.



11.1.3 甲方有权使用、转让或授权他人使用上述知识产权而无须获得乙方的同意。

Company has the right to use, transfer, or authorize a third party to use the foregoing intellectual property rights without requesting the permission of the Employee.

11.1.4 上述知识产权的署名权（依法律规定而应由甲方署名的除外），由作为发明人、制作者或设计人的乙方享有，并且乙方有权按甲方有关规定获得相应的物质奖励和精神鼓励。

The Employee, as the inventor, producer, or designer, owns the right of authorship of the foregoing intellectual property rights (except in cases in which Company owns the right of authorship by law) and the Employee shall be entitled to physical and spiritual rewards according to related regulations of Company.

11.1.5 若乙方作为发明人或设计人的职务发明创造经甲方申请并被授予专利权的，双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的奖励支付方式和数额向乙方支付相应奖金。

If the Employee's service invention-creation invented or designed by the Employee is granted a patent right after Company's filing in Company's own name, both Parties understand and agree that Company shall award the Employee a money prize according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

11.1.6 若甲方因实施前述发明创造专利权并获得了利润，或甲方许可其他第三方实施前述专利权并收取使用费的，双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的报酬支付方式和数额向乙方支付相应报酬。

If Company exploits the foresaid patent for invention-creation to make a profit, or Company grants the license to the third party to exploit the foresaid patent to receive the royalty fees, both Parties understand and agree that Company shall pay the Employee remunerations according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

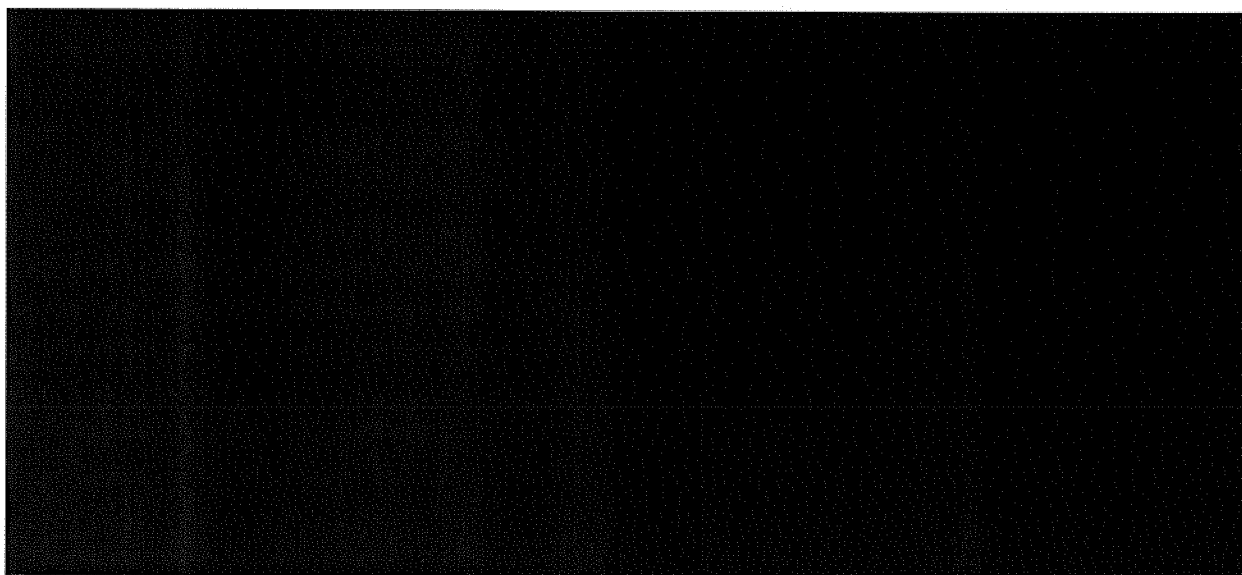
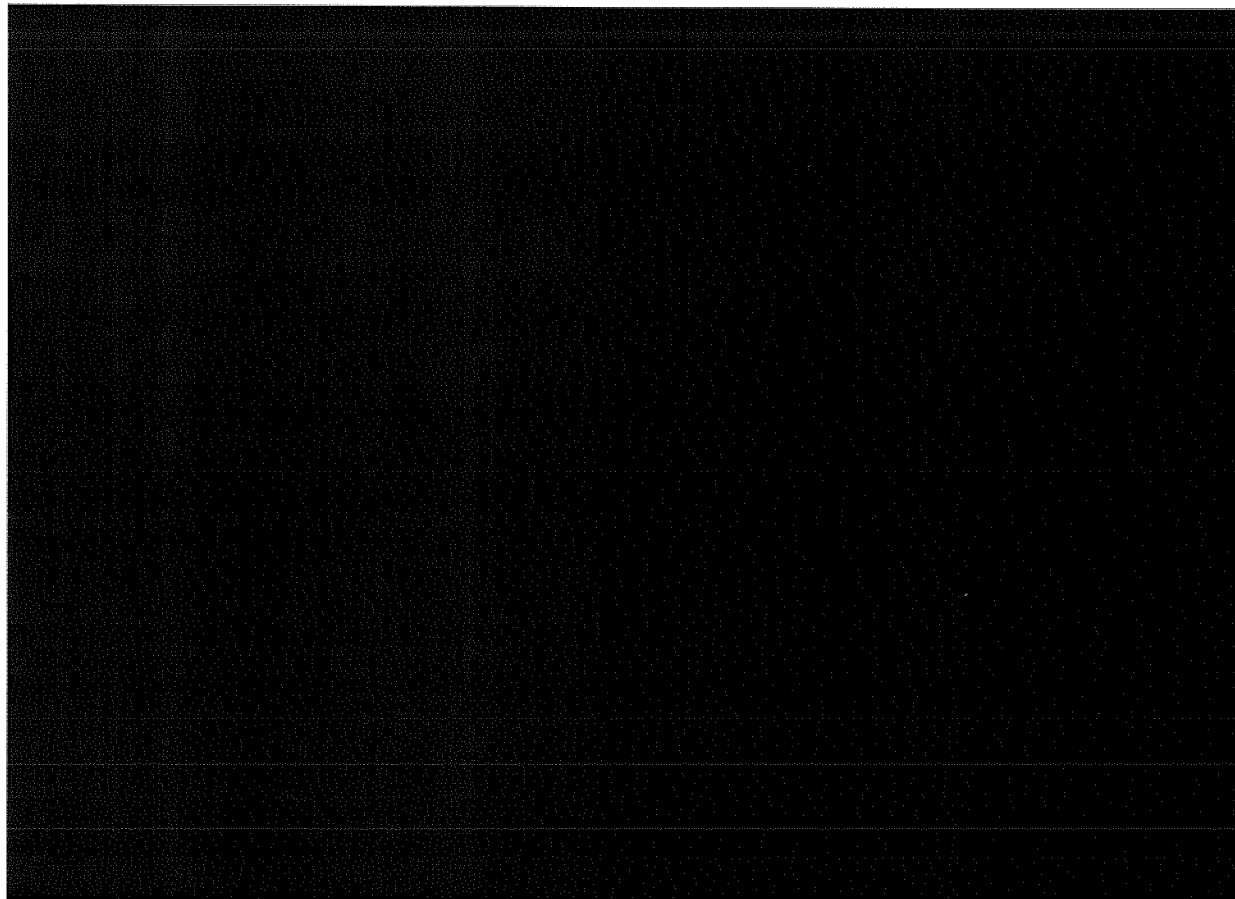
11.1.7 甲乙双方同意，甲方向乙方支付的薪酬待遇中，已考虑了因乙方职务发明创造被授予专利权及甲方实施或许可前述专利权在所有适用法及本协议下乙方应当获得的全部奖励、报酬及其他利益。

Both Parties agree that, Company has taken all the reward, remunerations and other interests which the Employee deserves in all applicable jurisdictions and under this Agreement into consideration in the salary and benefits paid to the Employee under this Agreement due to: i) the Employee's service invention-creation which has been granted a patent right; or ii) Company's exploitation or granting the license to the third party of the foresaid patent.

11.1.8 甲乙双方同意，若前述专利权被无效，或甲方合理的认为前述专利权存在被无效的可能，甲方有权不发放或酌情减少前述奖励和/或报酬。



Both Parties agree that, if the foresaid patent is invalid or unenforceable or Company has reasonable doubt that the foresaid patent has the possibility to be invalid or unenforceable, Company has the right to withdraw or decrease the foresaid money prize and/or remunerations herein.





签 字 页 Signatures

双方尽悉本员工聘用协议书的内容，同意签字确认。

Both Parties fully understand the Agreement and agree to sign the Agreement.

甲方：华为技术有限公司

乙方：受聘方

Company: Huawei Technologies Co., Ltd.

Employee:

授权代表:

By:

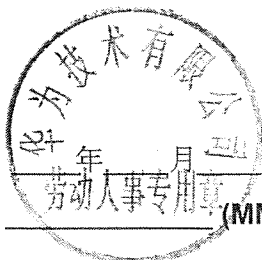
签字:

池琛 Chi Chen

Signature:

公章:

Seal:



私人章:

Personal seal:

日期:

Date:

2011年 8月 5日

(MM DD, YYYY)

日期:

Date:

2011年 8月 5日

(MM DD, YYYY)

本协议一式两份，其中一份本人已收到并保存。

This Agreement shall be in duplicate, one of which has been received and held by myself.

签字:

池琛 Chi Chen

Signature:

日期: 2011年 8月 5日

Date: (MM DD, YYYY)

VERIFICATION OF TRANSLATION

I, Liwen LONG, hereby solemnly affirm that I have a fluent knowledge of English and Chinese languages, and that the document titled "Partial Translation of Huawei Technologies Co. Ltd. Employment Agreement " is the true and accurate translation of a relevant part of the Employment Agreement between Huawei Technologies Co. Ltd and employee Wei Bai.

Dated this 2nd day of December, 2017

Signature of Translator

Liwen Long



华为技术有限公司员工聘用协议书

Huawei Technologies Co., Ltd.

Employment Agreement

聘用方(甲方)Company: 华为技术有限公司

住所 Location: 深圳市龙岗区坂田华为总部办公楼

法定代表人 Legal Representative: 孙亚芳

受聘方(乙方) Employee: 白伟 Wei Bai

工号 Employee ID: 00128709 国籍 Nationality: 中国

护照号码 Passport Number/身份证号码 Citizen Identification:
[REDACTED]

户口所在地 Registered Permanent Residence(For Chinese):
北京

通信住址 Address for correspondence:
朝阳区东四环北路10-4-703

11 知识产权 Intellectual Property Rights

11.1 职务成果

Service Achievements

11.1.1 双方确认，乙方在甲方工作期间（包括离职之日起一年内），由于履行本人职务或甲方安排的本人职务之外的工作任务，或者主要利用甲方的物质条件和业务信息等，自行或与他人共同构思、开发、创造或研制出的发明创造、实用新型、外观设计、技术诀窍、产品、计算机软件、半导体芯片、作品或其他形式的智力成果，其中所包含的或与之有关的全部知识产权权利或其他财产权利（以下统称“知识产权”）均归甲方所有。 Both Company and the Employee agree that Company owns all the intellectual property rights and/or other property rights (hereinafter referred to as intellectual property rights) included in or related to the inventions, practical innovations, appearance designs, technical know-hows, products, computer software, semiconductor chips, works, and/or intellectual achievements in any other form that are solely or jointly made, researched, developed, or created by the Employee in performing the Employee's duties or fulfilling other tasks appointed by Company, or using physical conditions and business information of Company, during the employment period (including within one year after the Employee leaves the employment).

11.1.2 乙方同意以所有适当的方式通过适当的途径（包括但不限于申请专利、注册商标、登记软件等，相关费用由甲方承担）协助甲方或甲方指派的第三方，为甲方取得上述知识产权在任一国家、地区或全球范围内的各项权利。前述适当的方式包括但不限于：向甲方披露全部相关信息和数据，签署相关申请书、技术说明书以及甲方认为在申请取得该等权利或向甲方（或其继承者、受让人和指定者）转让知识产权的专属权利、权属和利益时所必需的文书。乙方同意，乙方签署任何该等文书或文件的义务、或促使该等文书或文件被签署的义务，在其与甲方的劳动关系终止之后仍应继续存在。 The Employee agrees to assist Company or a third Company appointed by Company to acquire the rights pertaining to the aforesaid intellectual property rights in any country or region or the whole world for Company in all proper ways through proper channels (including but not limited to patent application, trademark registration and software registration; the related expenses shall be undertaken by Company). The foregoing proper ways include but are not limited to disclosure of all related information and data to Company and signing related applications, technical descriptions, and other writings and documents deemed necessary by Company in applying for these rights or transferring the exclusive rights, ownership and benefits of the intellectual property



rights to Company (or Company's successor, assignee or appointed entity). The Employee agrees that the Employee's obligation to sign these writings and documents or assist in getting these writings and documents signed be valid after the termination of the employment.

11.1.3 甲方有权使用、转让或授权他人使用上述知识产权而无须获得乙方的同意。 Company has the right to use, transfer, or authorize a third party to use the foregoing intellectual property rights without requesting the permission of the Employee.

11.1.4 上述知识产权的署名权(依法律规定而应由甲方署名的除外),由作为发明人、制作者或设计人的乙方享有,并且乙方有权按甲方有关规定获得相应的物质奖励和精神鼓励。 The Employee, as the inventor, producer, or designer, owns the right of authorship of the foregoing intellectual property rights (except in cases in which Company owns the right of authorship by law) and the Employee shall be entitled to physical and spiritual rewards according to related regulations of Company.

11.1.5 若乙方作为发明人或设计人的职务发明创造经甲方申请并被授予专利权的,双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的奖励支付方式和数额向乙方支付相应奖金。

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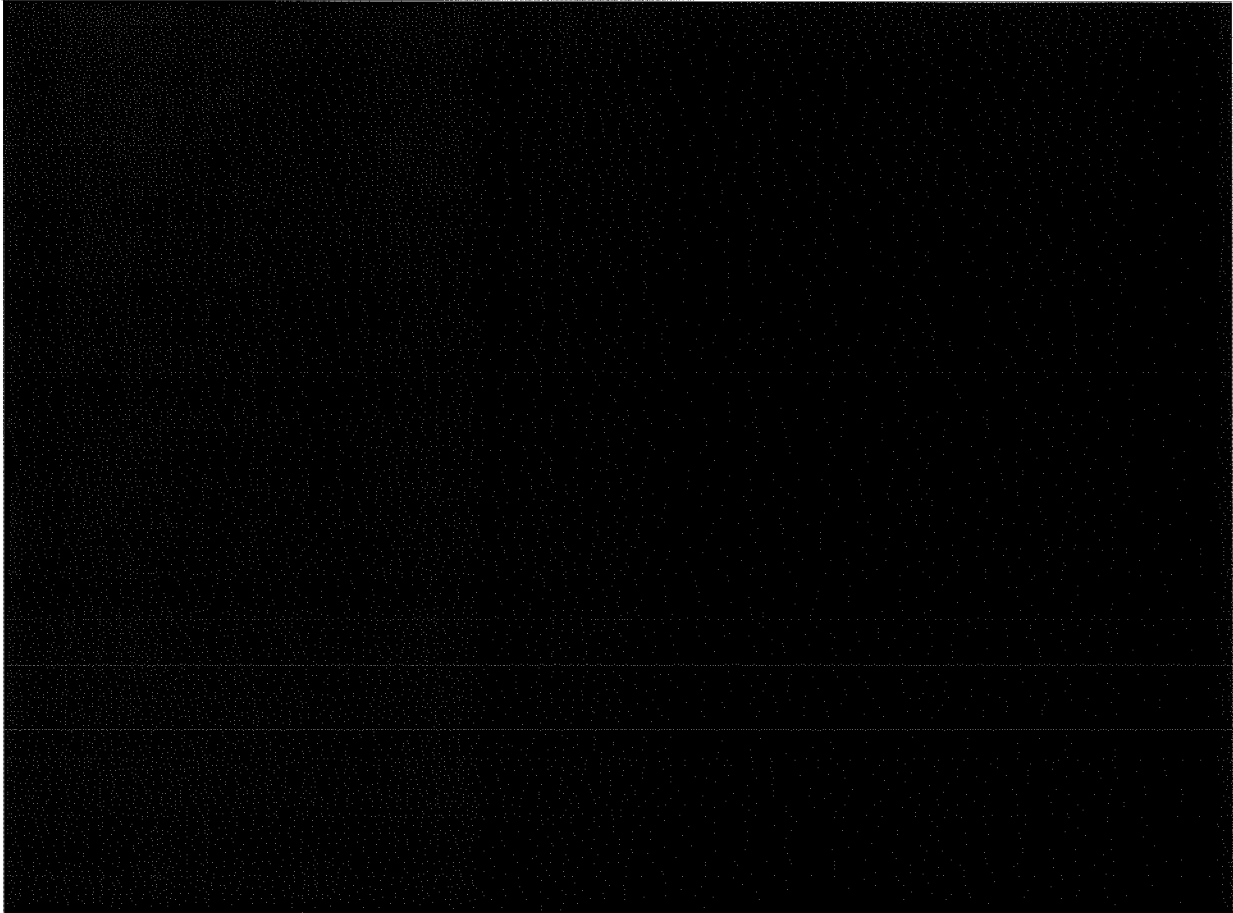
If Company exploits the foresaid patent for invention-creation to make a profit, or Company grants the license to the third party to exploit the foresaid patent to receive the royalty fees, both Parties understand and agree that Company shall pay the Employee remunerations according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

11.1.7 甲乙双方同意,甲方向乙方支付的薪酬待遇中,已考虑了因乙方职务发明创造被授予专利权及甲方实施或许可前述专利权在所有适用法及本协议下乙方应当获得的全部奖励、报酬及其他利益。

Both Parties agree that, Company has taken all the reward, remunerations and other interests which the Employee deserves in all applicable jurisdictions and under this Agreement into consideration in the salary and benefits paid to the Employee under this Agreement due to: i) the Employee's service invention-creation which has been granted a patent right; or ii) Company's exploitation or granting the license to the third party of the foresaid patent.

11.1.8 甲乙双方同意，若前述专利权被无效，或甲方合理的认为前述专利权存在被无效的可能，甲方有权不发放或酌情减少前述奖励和 / 或报酬。

Both Parties agree that, if the foresaid patent is invalid or unenforceable or Company has reasonable doubt that the foresaid patent has the possibility to be invalid or unenforceable, Company has the right to withdraw or decrease the foresaid money prize and/or remunerations herein.





签 字 页 Signatures

本协议为甲方、乙方双方真实意思表示，在此签字确认。

This Agreement describes true intentions of both Parties and the Parties hereto execute the Agreement.

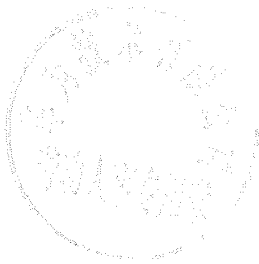
甲方：华为技术有限公司

乙方：受聘方

Company: Huawei Technologies Co., Ltd.

Employee:

公章:



Seal:

签字:

 Wei Bai

Signature:

日期: ____年__月__日

日期: 2012年 5月 29日


Date: _____ (MM DD, YYYY)

Date: _____ (MM DD, YYYY)

本协议一式两份，其中一份本人已收到并保存。

This Agreement shall be in duplicate, one of which has been received and held by myself.

签字:

 Wei Bai

Signature:

日期: 2012年 5月 29日

Date: _____ (MM DD, YYYY)