504649740 11/20/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT4696461 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SHEN LI	09/23/2015
FAN JIN	09/23/2015
YUWEN ZHANG	04/02/2013

RECEIVING PARTY DATA

Name:	XIAOMI INC.	
Street Address:	FLOOR 13, RAINBOW CITY SHOPPING MALL II OF CHINA RESOURCES	
Internal Address:	NO. 68, QINGHE MIDDLE STREET, HAIDIAN DISTRICT,	
City:	BEIJING	
State/Country:	CHINA	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14932696

CORRESPONDENCE DATA

Fax Number: (202)408-4400

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.

Phone: 2024084000

Email: regional-desk@finnegan.com

Correspondent Name: FINNEGAN

Address Line 1: 901 NEW YORK AVENUE NW Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER: 12314.0150-00000

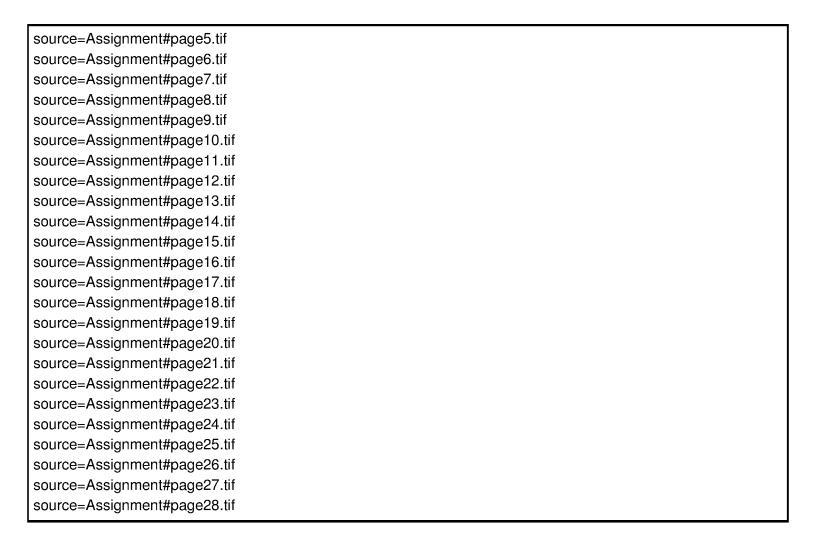
NAME OF SUBMITTER: CHEN ZANG

SIGNATURE: /Chen Zang/
DATE SIGNED: 11/20/2017

Total Attachments: 28

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PATENT 504649740 REEL: 044484 FRAME: 0432



ASSIGNMENT AND DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION

ASSIGNMENT:

WHEREAS I/We, the below named inventor(s), (hereinafter referred to as Assignor(s)), of a claimed invention in an application for United States Letters Patent entitled:

METHOD AND DEVICE FOR CONTROLLING SCREEN ROTATION filed herewith; and
WHEREAS, Xiaomi Inc. a corporation of China
whose post office address is Floor 13, Rainbow City Shopping Mali II of China Resources, No. 68, Qinghe Middle Street, Haidlan District, Beijing, China
(hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;
NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/WE, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof; and I/WE hereby authorize and request the Director of the United States Patent and Trademark Office to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;
AND, IWE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.
AND, IWE HEREBY authorize and request that the attorneys having Power of Attorney in this application, insert here in parentheses (Application No
DECLARATION OF INVENTOR(S)
As a named inventor below, I hereby declare that: (1) This declaration is directed to the above-identified application; (2) the above-identified application was made or authorized to be made by me; (3) my residence and mailing address are as stated below next to my name; and (4) I believe I am an original inventor or an original joint inventor of a claimed invention in the application. I hereby acknowledge that any willful false statements made in this declaration are

punishable by fine or imprisonment of not more than five (5) years, or both, under section 1001 of Title 18 of the United

As a below named inventor, I have reviewed and understand the contents of the application, including the claims, and am aware of the duty to disclose to the USPTO all information known to me to be material to patentability as defined in

Page 1 of 2

States Code.

37C.F.R. § 1.56.

SOLE/JOINT INVENTION (U.S. Rights Only) Attorney Docket No. 12314.0150

Authorization To Permit Access To Application by Participating Offices:

If checked, the undersigned hereby grants the USPTO authority to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the World Intellectual Property Office (WIPO), and any other intellectual property offices in which a foreign application claiming priority to the above-identified patent application is filed access to the above-identified patent application. See 37 CFR 1.14(c) and (h). This box should not be checked if the Applicant does not wish the EPO, JPO, KIPO, WIPO, or other intellectual property office in which a foreign application claiming priority to the above-identified application is filed to have access to the above identified patent application.

In accordance with 37 CFR 1.14(h)(3), access will be provided to a copy of the above-identified patent application with respect to: 1) the above-identified patent application-as-filed; 2) any foreign application to which the above-identified patent application claims priority under 35 U.S.C. 119(a)-(d) if a copy of the foreign application that satisfies the certified copy requirement of 37 CFR 1.55 has been filed in the above-identified patent application; and 3) any U.S. application-as-filed from which benefit is sought in the above-identified patent application.

In accordance with 37 CFR 1.14(c), access may be provided to information concerning the date of filing the Authorization to Permit Access to Application by Participating Offices.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands:

1. FULL NAME OF FIRST ASSIGNOR	ASSIGNOR'S SIGNATURE	DATE
Shen LI	Shen Li	8/23/2015
MAILING ADDRESS Floor 13, Reinbow City Shopping Mall II of Chir District, Beijing, China	na Resources, No. 68, Qinghe Middle Street, Haidian	RESIDENCE Beijing, China
2. FULL NAME OF SECOND ASSIGNOR	ASSIGNOR'S SIGNATURE	DATE
Fan JiN	Fan In	9/23/20/5
MAILING ADDRESS Floor 13, Rainbow City Shopping Mall II of China Resources, No. 68, Qinghe Middle Street, Haidian District, Beijing, China		RESIDENCE Beijing, China
3. FULL NAME OF THIRD ASSIGNOR YUWON ZHANG	ASSIGNOR'S SIGNATURE	DATE
MAILING ADDRESS Floor 13, Rainbow City Shopping Mall II of Chir District, Beijing, China	na Resources, No. 68, Qinghe Middle Street, Haidian	RESIDENCE Beijing, China

劳动合同书

甲 方: 北京小米移动软件有限公司

乙方:张松文

签订日期: 2013.4、2

第1页 共16页

甲方(用人单位)名称: 北京小米移动软件有限公司

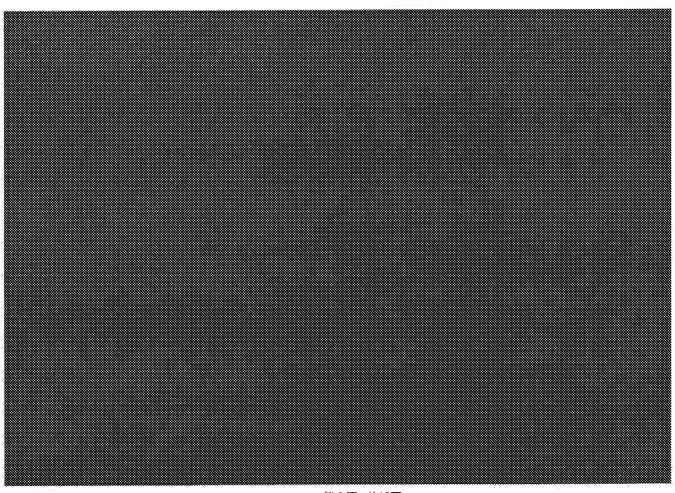
住所地: 北京市海淀区小营西路33号1层B-2区

法定代表人: 黎万强

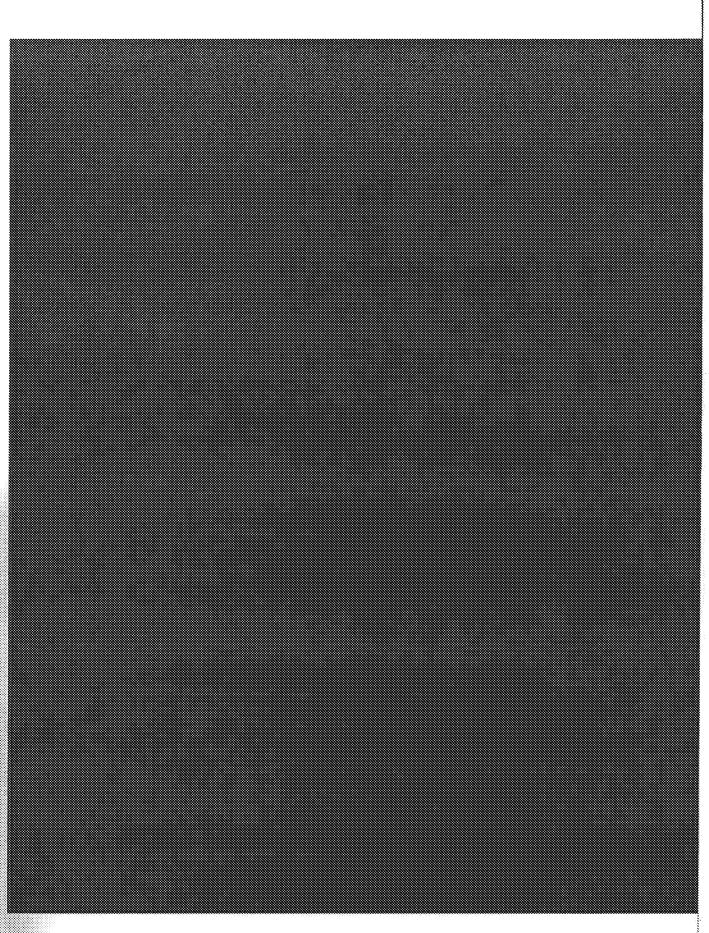
乙方(劳动者)姓名: 多长 多谷 女

居民身份证号码(或其他有效身份证件号码):

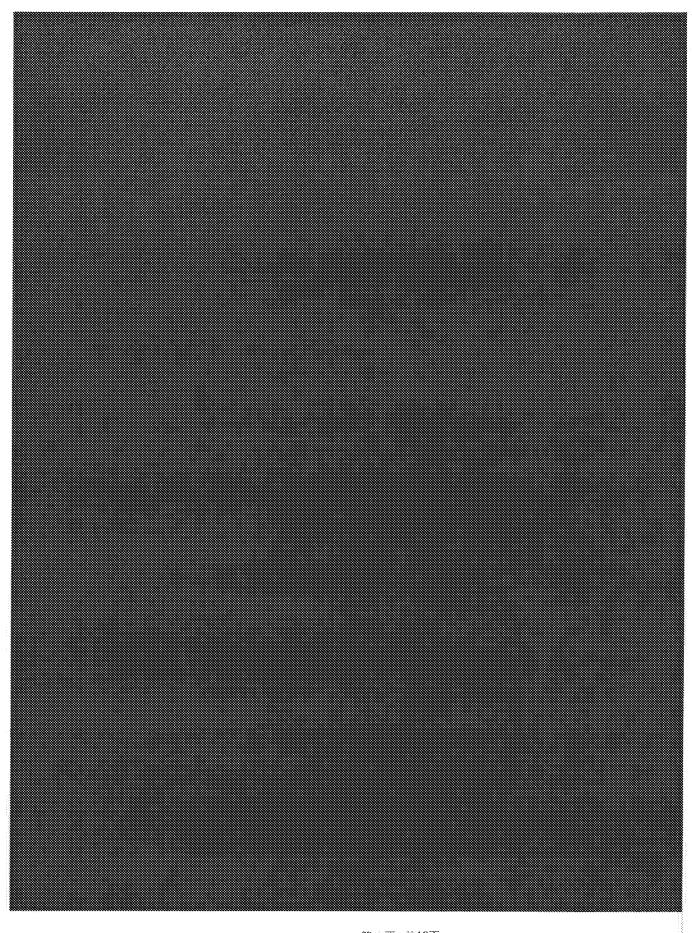
甲乙双方根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》等法律、法 规、规章的规定,在平等自愿、协商一致的基础上,同意订立本劳动合同,共同遵守本合 同所列条款。



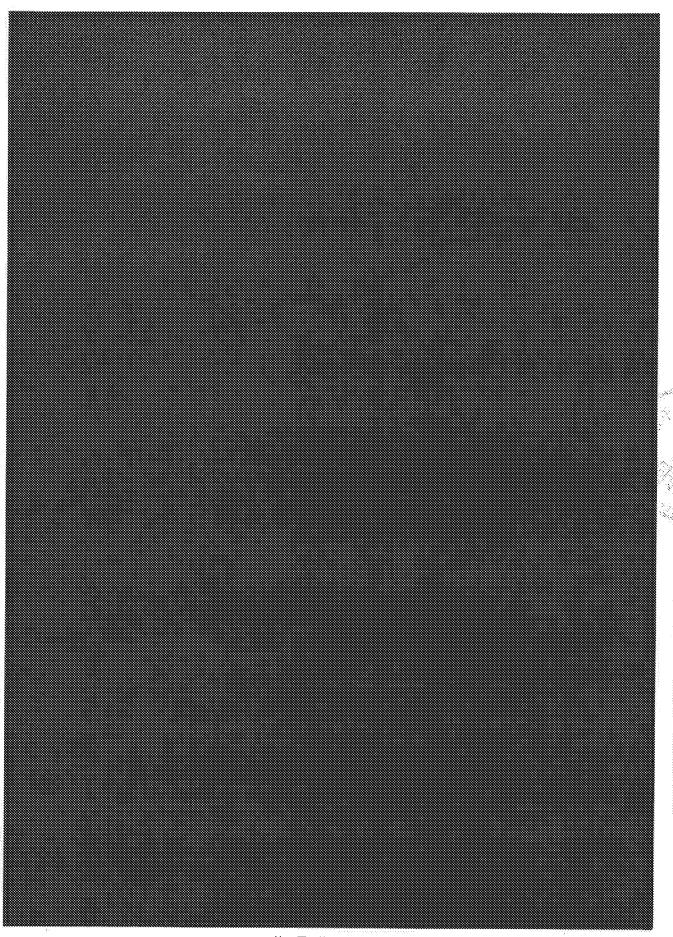
第2页 共16页



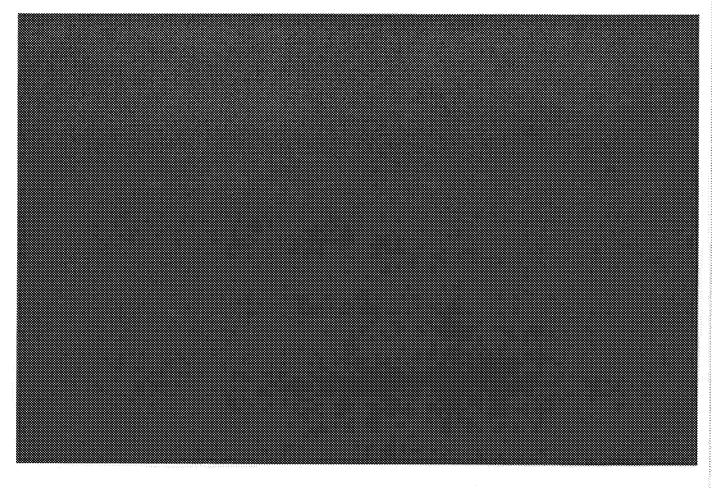
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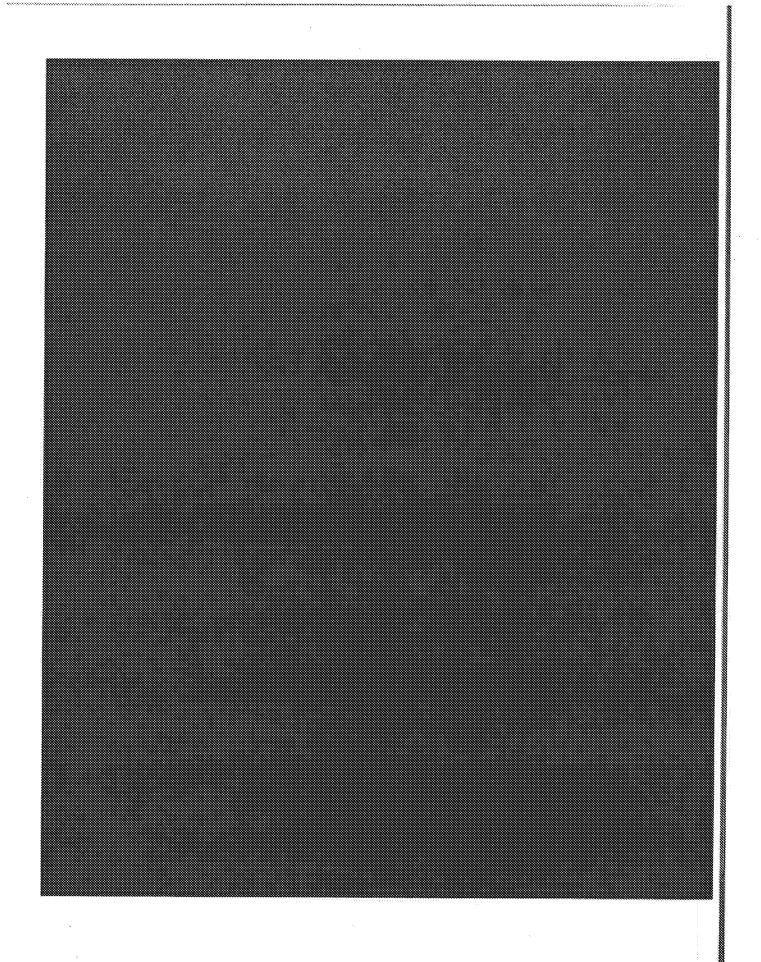


第5页 共16页



第十一条 保密和竞业限制

- 11.01 乙方应严格遵守双方签署的《保密及竞业限制协议》的条款和条件。违反《保密及竞业限制协议》的条款和条件应视为最严重的违反规章制度行为之一,甲方除有权获得相应损失的赔偿外,并可解除本合同。
- 11.02 乙方在甲方工作期间及其后的任何时间,均不得向甲方以外的任何人透露或为本人在甲方的工作以外的任何其他目的使用下列信息或秘密,甲方或其关联公司的任何保密或专有信息或商业秘密,甲方或其关联公司从他方获得并有义务作为保密或专有信息处理的任何信息。
- 11.03 乙方在合同解除后一年内,不得自行从事与甲方有竞争关系的经营活动或者在与甲方有竞争关系的单位就业。乙方违反竞业限制约定的,应承担违约金;乙方认可并同意,因承担竞业限制义务已获得了甲方的充分报酬与补偿。



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【以下为劳动合同签字页,无正文】



(第名): 兆취

2013年4月2日

2013年4月2日

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PATENT

REEL: 044464 FRAME: 0443

保密及竟业限制协议

北京小米移动软件有限公司

张裕文 (员工)

共同签署

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保密及竞业限制协议

甲方(用人单位)名称: 北京小米移动软件有限公司

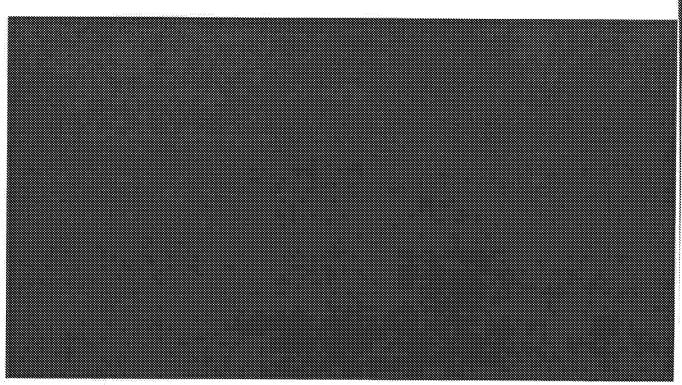
住所地: 北京市海淀区小营西路33号1层B-2区

法定代表人: 黎万强

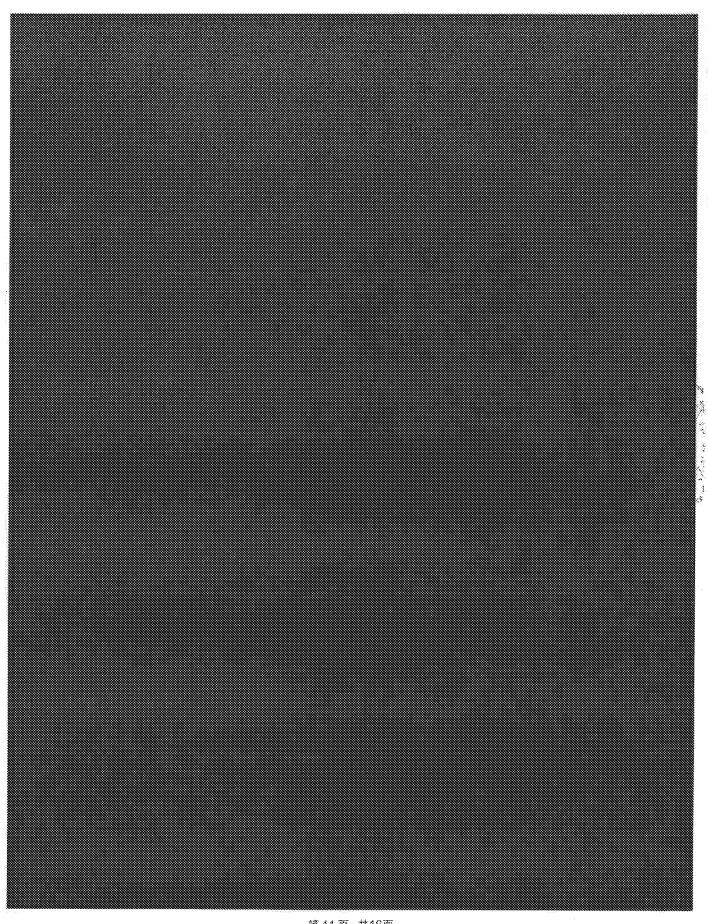
2方(劳动者)姓名: 张裕久

居民身份证号码(或其他有效身份证件号码):

双方理解并同意,在乙方受甲方雇用期间,乙方将可能不时接触到属于甲方之商业秘密。 双方进一步同意,为保护甲方之商业利益,乙方将与甲方签订一份具有约束力的保密及竞业限制协议。双方经协商一致,遵循诚实信用原则,就保守商业秘密和知识产权以及竞业 限制达成以下协议:



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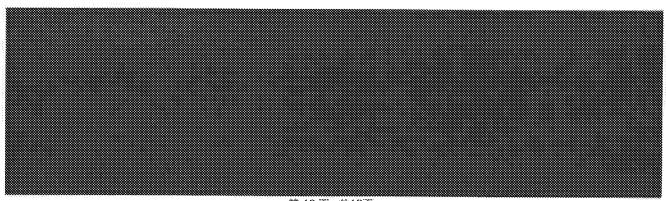
第四条 知识产权

- 4.01 乙方特此认可并同意,乙方在甲方工作期间,因乙方在甲方的本职工作、甲方临时交代乙方履行的任务、受甲方派遭到第三方公司履行的任务或者主要是利用甲方的物质技术条件等产生的知识产权成果包括但不限于:发明创造、作品、计算机软件、技术秘密以及商业秘密等有关的知识产权均由甲方享有,以及乙方在与甲方合法解除劳动合同后一年内所做出的与乙方本职工作、在职时甲方临时交代乙方履行的任务或在职时受甲方派遭到第三方公司履行的任务有关的知识产权成果包括但不限于:发明创造、作品、计算机软件、技术秘密以及商业秘密等有关的知识产权均由甲方享有。甲方可在其业务范围内充分自由地利用所述的知识产权成果包括但不限于:发明创造、作品、计算机软件、技术秘密以及商业秘密,进行生产、经营、许可给第三方使用或者第三方转让所述的知识产权。乙方应当依照甲方的要求,提供必要的信息配合甲方处理所述的知识产权,包括但不限于知识产权的申请、注册、登记、许可及转让行为。所述的发明创造、作品、计算机软件、技术秘密以及商业秘密等有关的知识产权有关的署名权(依照法律法规规定应由甲方享有署名权的除外)等人身权利由发明人、设计人、作者、开发者或创作者的乙方享有(乙方声明放弃的除外),甲方尊重并协助乙方行使上述人身权利。
- 4.02 乙方认可并同意,乙方在甲方工作期间,在工作范围内产生的所有知识产权成果,均是在甲方的资助下按甲方的意图创造的。甲方将拥有上述所有成果的一切处置权包括但不限于将所述的成果申请、注册、登记、许可第三方使用以及转让给第三方。如果法律、法规不认为乙方在受雇于甲方的工作范围内所产生的所有知识产权成果属于职务创造,则乙方在适用法律允许的范围内特此不可撤销地向甲方或甲方授权的第三方转让所述知识产权成果的一切权利、所有权和利益。如果所述知识产权成果的任何权利(包括任何人身权利)不可转让,则乙方同意在法律允许的最大范围内不针对甲方及甲方的关联公司主张或强制行使该等权利。
- 4.03 乙方将即时充分地向甲方披露乙方在甲方供职期间单独或与他人共同构思、开发、 付诸实践或以其他方法产生的任何及一切知识产权成果包括但不限于:发明、发现、设计、作品、开发成果、改进、技术秘密、商业秘密。乙方认可并同意,该等 知识产权成果为"职务创造",该等知识产权成果的一切权利、所有权及利益均应 为甲方所有。乙方放弃对甲方提出现在或将来乙方可能因侵犯与上述属于甲方的任

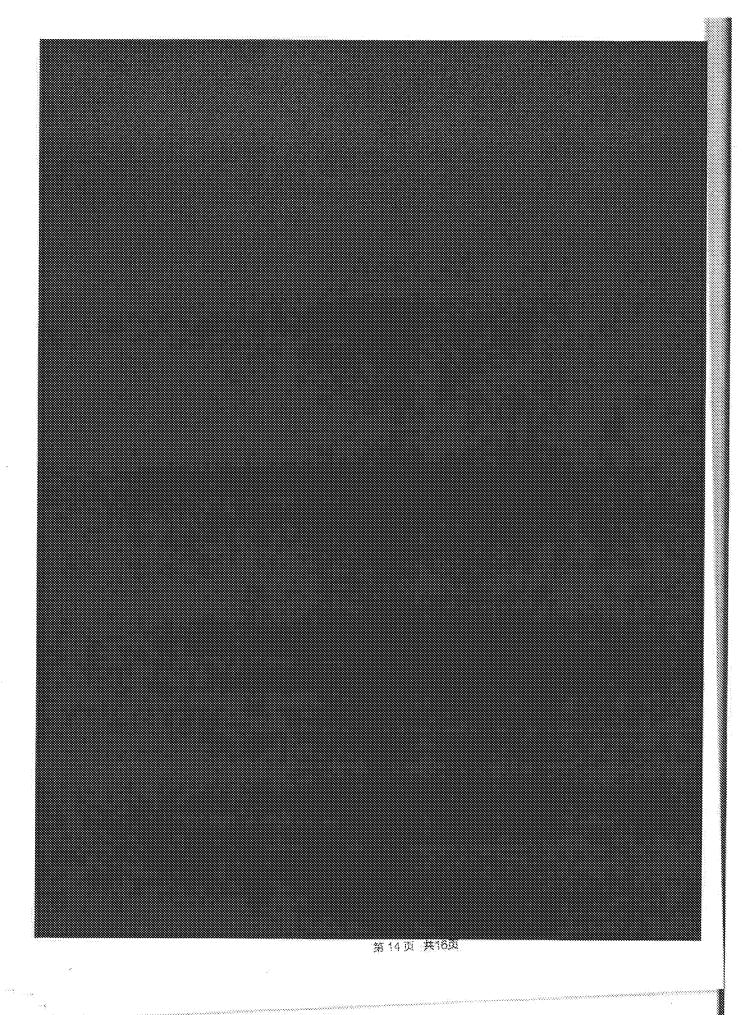
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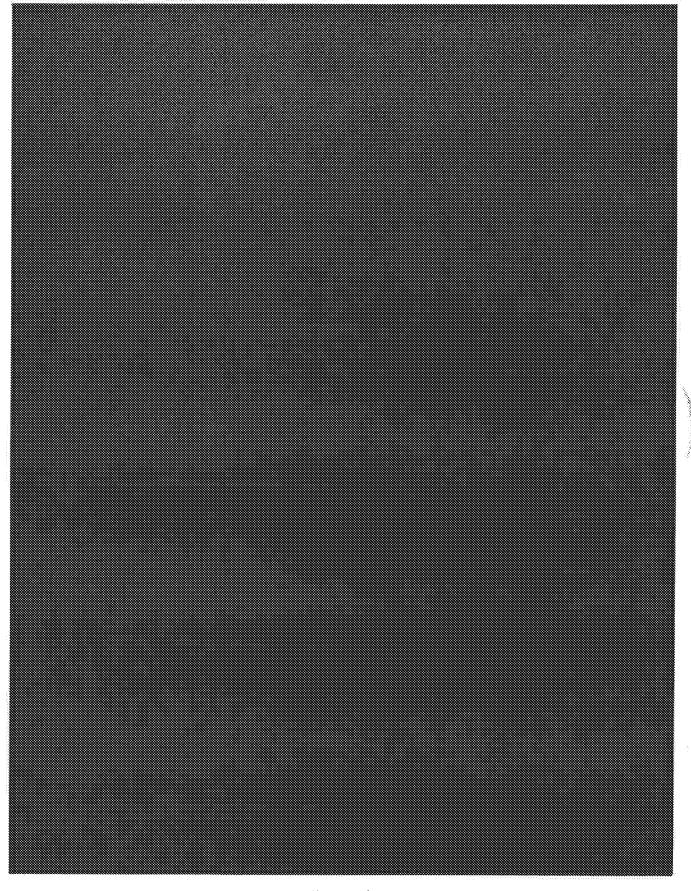
何发明有关的任何专利申请、专利或其他知识产权而享有的任何性质的权利主张。

- 4.04 乙方已将希望排除在本协议以外的乙方目前正在开发的全部知识产权成果以及乙方在甲方供职前作出的屬于乙方或第三方的全部知识产权成果列在后附的清单之中。如果本协议没有后附这样的清单,则甲方可以认为乙方并无这样的知识产权成果。对于受聘于甲方之前或期间的任何时候乙方在其中享有利益的任何知识产权成果,如果乙方将该知识产权成果用于或纳入甲方已发行或未发行的任何产品、服务、程序、工艺、机器、开发或在制品,或者如果乙方允许甲方使用或纳入该知识产权成果,则甲方可以认为在此被授予并将拥有一项不可撤销的、永久的、免付使用费的、世界范围的许可以行使与该知识产权成果有关的任何和全部权利,包括但不限于不受限制地保护、作出、使他人作出、使用和销售该知识产权成果的权利以及向其他人许可上述权利的权利。在遵守任何已有非独占性许可或不受乙方控制的其他已有权利的情况下,本许可为独占性许可。乙方承诺在甲方工作期间,不将乙方明知或应知属于任何第三方的知识产权用于或纳入乙方在甲方的工作或任务当中,包括但不限于甲方已发行或未发行的任何产品、服务、程序、工艺、机器、开发或在制品,如果因为乙方的上述行为导致甲方与所述第三方产生的纠纷,应由乙方承担全部责任。
- 4.05 乙方同意签署、确认、证明并向甲方交付甲方合理认为对于执行、证明本协议或实现本协议的目的或意图是必要或适当的任何及所有文件或责成他人完成上述事宜。
- 4.06 甲方在对乙方支付的工资、福利等报酬中考虑对乙方完成上述职务发明创造、著作 权作品和其他知识产权的奖励,乙方在此同意并保证不向甲方要求任何因为本协议 项下所约定之职务发明创造、著作权作品或者其他知识产权的额外奖励或报酬(法 律规定的除外)。



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Z方(签名): 张裕点

2013 年 4月 2日

2013 年4月2日

Verification of Translation

I, HU, Hong, a Master of Laws, hereby declare that I am conversant with Chinese and English languages. I hereby certify that to the best of my knowledge and belief the English translation of the Labor Contract between Beijing Xiaomi Mobile Software Co., Ltd. and ZHANG Yuwen is a true and correct English translation from the Labor Contract in Chinese.

胡

洪

北京隆谐梦师事务所

2017年11月13日

HU, Hong

LABOR CONTRACT

Party A: Beijing Xiaomi Mobile Software Co., Ltd.

Party B: ZHANG Yuwen

Signing Date: 2013-4-2

Party A (Employer): Beijing Xiaomi Mobile Software Co., Ltd.

Address: Area B-2, 1st Floor, Xiaoying West Road No. 33, Haidian District, Beijing

Legal representative: LI Wanqiang
Party B (Employee): ZHANG Yuwen
ID (or other valid identity certificate) No.:

Both Party A and Party B, on the basis of free will and consensus, conclude a labor contract, bound by their respective obligations stipulated therein, according to the provisions of Labor Law of the People's Republic of China and Labor Contract Law of the People's Republic of China.

Article 11 Confidentiality and Non-competition Agreement

- 11.01 Party B shall strictly comply with clauses and conditions of the Confidentiality and Non-competition Agreement signed by both parties. Any violation of Confidentiality and Non-competition Agreement should be deemed as one of the most serious breach of rules and regulations, and Party A, in addition to the right to claim for compensation for corresponding loss, is entitled to dissolute the labor contract.
- 11.02 Party B, during the time period of being employed by Party A and at any time thereafter, shall not disclose to any third party or use for any purposes other than the completion of Party A's work the following confidential information: any confidential, proprietary or commercial information of Party A and its associated affiliates, and any information that Party A or its associated affiliates obtain from others under the confidential obligations.
- 11.03 Party B, within one year after the dissolution of the contract, shall not be engaged in any business activities which are in competition with Party A or shall not be employed in an enterprise which is in competition with Party A. Party B shall pay the penalty for breaching the Non-competition Agreement. Party B acknowledges and agrees that he is sufficiently compensated by Party A for undertaking the Non-competition obligation.

[Signature Page for Labor Contract, Intentionally Left Blank]

Party A (Seal):

Legal representative

(Authorized representative)

(Signature)

Party B (Signature): ZHANG Yuwen

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Beijing Xiaomi Mobile Software Co., Ltd. ZHANG Yuwen (Employee)

Mutually Signed

Code: 1360

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Party A (Employer): Beijing Xiaomi Mobile Software Co., Ltd. Address: Area B-2, 1st Floor, Xiaoying West Road No. 33, Haidian District, Beijing Legal representative: LI Wanqiang

Party B (Employee): ZHANG Yuwen ID (or other valid identity certificate) No.:

Both parties understand and agree that, during the employment period of Party B, Party B may have access to the trade secrets of Party A. Both parties further agree that, Party B will reach Confidentiality and Non-competition Agreement with Party A, in order to safeguard the business interests of Party A. An Agreement on trade secrets, intellectual property and non-competition is reached between Party A and Party B through negotiations and in good faith.

PP. 12-13 Article 4 Intellectual Property

4.01 Party B hereby acknowledges and agrees that, during the employment period, all intellectual property achievements, including but not limited to inventions, works, computer software products, technical secrets and business secrets and the like, as made by Party B, in the course of performing his own duty, any task temporarily entrusted to him by Party A, any task completed by him when dispatched by Party A to a third party entity, or mainly using the material and technical means of Party A, shall belong to Party A. Party B hereby acknowledges and agrees that, all intellectual property achievements, including but not limited to inventions, works, computer software products, technical secrets and business secrets and the like, as made by Party B, within one year from the termination of his employment, in relation to his own duty, any task temporarily entrusted to him by Party A during the employment period, and any task completed by him when dispatched by Party A to a third party entity during the employment period, shall belong to Party A. Party A, within its business scope, is entitled to completely and freely practice the intellectual property achievements, including but not limited to inventions, works, computer software products, technical secrets and business secrets and the like, to use, license, and assign the intellectual property achievements to the third-party. Party B, as requested by Party A, is obliged to provide necessary information to Party A to handle the above intellectual property matters, including but not limited to intellectual property application, registration, license and assignment activities. The rights to be identified as an inventor/designer/author/developer/creator, in relation to the intellectual property of the inventions, works, computer software products, technical secrets and business secrets, except for the rights belong to Party A as prescribed by the laws and regulations, belong to Party B as an inventor, designer, author, developer and/or creator, unless explicitly abandoned by Party B, and Party A should respect and assist Party B to exercise his/her own personal rights.

4.02 Party B hereby acknowledges and agrees that, during the employment period, all intellectual property achievements are made pursuant to the intention and with the support of Party A. Party A should keep all rights to dispose the aforesaid achievements, including but not limited to application, registration, license to the third-party, and assignment to the third-party. In the event that the intellectual property achievements obtained by Party B in the work scope designated by Party A are not considered to be service invention-creations under laws and regulations, Party B hereby, as permitted by the applicable laws or regulations, irrevocably assign the rights, ownership and benefits over the intellectual property achievements to Party A or the third-party designated by Party A. With respect to the non-assignable rights over the intellectual property achievements, including any personal rights, Party B agrees not to claim or enforce such rights against Party A and its affiliates, to the maximum extent permitted by law.

4.03 Party B shall timely and fully disclose any and all intellectual property achievements, including but not limited to inventions, discoveries, designs, works, developments, improvements, technical secrets and business secrets, which are conceived, developed, reduced to practice, or created with other means, by Party B independently or in cooperation with others. Party B acknowledges and agrees that such intellectual property achievements are of "service invention-creation", and all rights, ownership, and benefits over the intellectual property achievements belong to Party A. Party B abandons any claims against Party A, arising from any patent application, patent or other intellectual property rights infringing any invention that belongs to Party A as mentioned above, at present or in future.

4.04 Party B lists all intellectual property achievements that are currently developed but expected to be excluded from the present Agreement by Party B and the ones that were made before being employed by Party A and belong to Party B or a third-party. If there is no such list attached to this Agreement, Party A may consider that Party B does not have such intellectual property achievements. As for any intellectual property achievements over which Party B enjoys rights before or in the course of being employed by Party A, if Party B uses or incorporates such intellectual property achievements into any product, service, procedure, process, machine, development or goods of Party A, as published or not published, or if Party B allows Party A to use or incorporate the intellectual property achievements, Party A is deemed to be granted and accordingly owns an irrevocable, perpetual, royalty-free, world-wide license to exercise any and all rights relating to the intellectual property achievements, including but not limited to protect, make, allow the others to make, use and sell the intellectual property achievements without any restrictions, and license the above rights to the others. The license is an exclusive license in the event that it is not contrary to any non-exclusive license or other rights not controlled by Party B. Party B acknowledges and agrees that, during the employment period, Party B will not use or incorporate the intellectual property achievements of a third party, which Party B knows or should have known, into the work or task of Party A, including but not limited to any product, service, procedure, process, machine, development or goods of Party A, as published or not published, and Party B will undertake all responsibility for any dispute that occurs between Party A and the third-party due to Party B's violation.

4.05 Party B agrees to sign, confirm, certify and deliver to Party A with any and all documents which are reasonably deemed by Party A to be necessary or appropriate to implement, certify this Agreement or to achieve the object or intention of this Agreement, or to obligate the others to handle the above matters.

4.06 The effort of Party B for making the aforesaid invention-creation, copyright works and other intellectual property works is compensated by Party A by means of salary, benefits and other remuneration paid to Party B, and Party B hereby agrees and undertakes not to ask for additional rewards or payment for the service invention-creations, copyright works or other intellectual property works created

under this Agreement, unless prescribed by law.

PP.16

Party A (Seal):

Legal representative

(Authorized representative):

(Signature)

Party B (Signature): ZHANG Yuwen

PATENT REEL: 044484 FRAME: 0461

RECORDED: 11/20/2017