

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4870916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LANCELOT KWONG	02/01/2010
RECEIVING PARTY DATA	
Name:	ORACLE INTERNATIONAL CORPORATION
Street Address:	500 ORACLE PARKWAY
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15882674
CORRESPONDENCE DATA	
Fax Number:	(303)770-0152
<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:	3037700051
Email:	ptomail@mfblaw.com
Correspondent Name:	MARSH FISCHMANN & BREYFOGLE LLP
Address Line 1:	8055 E TUFTS AVE
Address Line 2:	SUITE 450
Address Line 4:	DENVER, COLORADO 80237-2837
ATTORNEY DOCKET NUMBER:	ORA170792-US-NP
NAME OF SUBMITTER:	JONATHON A. SZUMNY
SIGNATURE:	/Jonathon A. Szumny/
DATE SIGNED:	03/16/2018
Total Attachments: 3	
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PROPRIETARY INFORMATION AGREEMENT

Oracle Corporation, its subsidiaries (including but not limited to Oracle America, Inc.) and its affiliates (collectively "Oracle") develop, market, license and distribute computer software products and other technology, and provide technical support, consultation, educational and other services relating to Oracle's products. Oracle develops and uses confidential, proprietary, and trade secret information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your employment with an Oracle entity (your "Employer"), you may develop, receive or otherwise have access to confidential, proprietary or trade secret information which is of value to Oracle. This agreement sets forth your responsibilities and obligations concerning confidential, proprietary and trade secret information, and Developments (as defined below).

As a condition of my employment with my Employer, and in consideration therefore, I agree to abide by the following:

1. My employment creates a relationship of confidence and trust with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information." Proprietary Information includes by way of illustration and without limitation:
 - a. all software and other technology developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
 - b. Oracle's marketing and sales plans or forecasts, product development plans, acquisition plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other Oracle employees, their skills and compensation;
 - c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle (for example, information Oracle receives from a third party customer, partner or potential acquisition target).

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere. At all times, both during and after my employment with my Employer, I will hold Proprietary Information in confidence. I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for my Employer or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for my Employer.

2. I hereby represent that my performance as an employee of my Employer will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work for my Employer any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.
3. I will promptly disclose to my Employer or its designee, will hold in trust for the sole right and benefit of my Employer or its designee, and hereby assign to my Employer or its designee all my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of my Employer or its designee and are considered "works made for hire" for the purposes of my Employer's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to my Employer or its designee such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my employment or after: (a) to assign all right, title and interest in any Development to my Employer or its designee and (b) to assist my Employer or its designee in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. This provision does not apply to Developments which qualify fully under the provisions of section 2870 of the California Labor Code, or any other statute or common law doctrine of like effect, which states:

- (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.
4. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant my Employer or its designee a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of its exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
 5. I will not during my employment with my Employer engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
 6. I will not, during my employment with my Employer and for a period of six months after the termination of my employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
 7. I will upon termination of my employment with my Employer reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
 8. I agree that, upon termination of my employment with my Employer, I will immediately deliver to my Employer or its designee, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with my Employer, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.
 9. Where my conduct would constitute a misappropriation of trade secrets, unfair competition, other civil wrong, and/or if I live or work in a state or jurisdiction where such conduct can be lawfully prohibited by an employer, I agree that I will not, for a period of six months after the termination of my employment with my Employer, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my employment, for any of Oracle's customers or clients or prospective customers or clients if I solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination.
 10. I understand and acknowledge that my employment relationship with my Employer may be altered or terminated "at will" and that nothing in this agreement alters my "at will" status.
 11. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of my Employer, its successors and its assigns. My Employer may assign or transfer its rights or delegate its obligations created through this agreement at its sole discretion.
 12. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in federal court in San Francisco or San Jose, California or state court in San Mateo County or Santa Clara County, California. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
 13. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

14. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: Lancelot Kwong

Name: LANCELOT KWONG

Date: 2/1/10