

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4885860

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHRISTOPHER J. ECKERT	02/06/2016
RECEIVING PARTY DATA		
Name:	NEXTEV USA, INC.	
Street Address:	3200 NORTH FIRST STREET	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95134	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	15473132	
Application Number:	15473145	
CORRESPONDENCE DATA		
Fax Number:	(303)863-0223	
<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:	303-863-9700	
Email:	aduarte@sheridanross.com	
Correspondent Name:	SHERIDAN ROSS P.C.	
Address Line 1:	1560 BROADWAY	
Address Line 2:	SUITE 1200	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	8765-404 & -405 (ECKERT)	
NAME OF SUBMITTER:	DOUGLAS W. SWARTZ	
SIGNATURE:	/Douglas W. Swartz/	
DATE SIGNED:	03/27/2018	
Total Attachments: 9		
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**EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS, CONFIDENTIALITY,
AND NON-SOLICITATION OF EMPLOYEES AGREEMENT**

This Employee Proprietary Information and Inventions, Confidentiality, and Non-Solicitation of Employees Agreement ("Agreement") is made in consideration for my employment or continued employment by **NEXTEV USA Inc.** a California Limited Liability Company, or its parent, subsidiaries or affiliates (the "Company"), and the compensation now and hereafter paid to me. Because of the highly confidential and competitive nature of the Company's business, information about the Company's products, research and development, marketing, sales activity, and customers must be handled with extreme care and sensitivity. Disclosure of any confidential information could seriously jeopardize our business interests and cause irreparable harm to the Company's customers or to the Company. Also, the Company's investment in new products and development must be preserved to ensure a healthy future for all employees. Therefore, the Company requires employees to enter into an agreement protecting our confidential information and rights. I hereby agree as follows:

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED**2. ASSIGNMENT OF INVENTIONS.**

2.1 Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, trademark, copyright and other intellectual property rights throughout the world.

REDACTED**REDACTED**

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable invention under Section 2870 of the California Labor Code (hereinafter "**Section 2870**"). I have reviewed the notification on *Exhibit B* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my

employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

REDACTED

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

REDACTED

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

REDACTED

REDACTED

REDACTED

REDACTED**REDACTED****REDACTED****REDACTED****REDACTED****REDACTED****REDACTED****12. NOTICES.**

Any notices required or permitted hereunder shall be given to the appropriate party at such address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

13. NOTIFICATION OF NEW EMPLOYER.

In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement. I will not assert any claim that such conduct is legally actionable interference or otherwise impermissible regardless of whether or not this Agreement is later found to be enforceable in whole or in part.

14. GENERAL PROVISIONS.

14.1 Governing Law; Consent to Personal Jurisdiction and Exclusive Forum. This Agreement will be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. I hereby expressly understand and consent that my employment with the Company whether or not I am physically located in California is a transaction of business in the State of California and constitutes the minimum contacts necessary to make me subject to the personal jurisdiction of the state and federal courts located in the State of California for any lawsuit filed against me by Company arising from or related to this Agreement. I agree and acknowledge that any controversy arising out of or relating to this Agreement or the breach thereof, or any claim or action to enforce this Agreement or portion thereof, or any controversy or claim requiring interpretation of this Agreement must be brought in a forum located within the State of California. No such action may be

brought in any forum outside the State of California. Any action brought in contravention of this paragraph by one party is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, counter claiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and attorney's fees incurred in successfully dismissing the action or successfully transferring the action to the state or federal courts located in the State of California.

14.2 Severability. In case any one or more of the provisions contained in this Agreement (including Sections 3 and 4) shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

14.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its affiliates, successors, and its assigns, and may be enforced by any one or more of same, without need of any further authorization or agreement from me. Should I be transferred to an affiliate of the Company, the affiliate shall step into the shoes of the Company and all references to Company in this Agreement shall apply to said affiliate.

14.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement

by the Company to any successor in interest or other assignee.

REDACTED

14.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

14.7 Entire Agreement. The obligations pursuant to Sections 1 and 2 (including all subparts) of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. However, nothing about this Agreement shall be construed to replace or limit the obligations I have to the Company under applicable statutory and common law. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.



This Agreement shall be effective as of the earlier of first day of my employment with the Company or the date I sign this Agreement if employment is continued.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT AND SIGNED AND DATED EXHIBIT B.

Dated: 02/06/2016

Christopher J. Eckert

Employee Signature

Christopher Eckert

Employee Printed Name

NEXTEV

EXHIBIT A

REDACTED



NEXTEV

EXHIBIT B

REDACTED



REDACTED

