

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| NIR LEBOVICH | 04/04/2011 |
| RECEIVING PARTY DATA | |
| Name: | ZYNGA INC. |
| Street Address: | 699 8TH STREET |
| City: | SAN FRANCISCO |
| State/Country: | CALIFORNIA |
| Postal Code: | 94103 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14449134 |
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| <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> | |
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| ATTORNEY DOCKET NUMBER: | ZYNGP069 |
| NAME OF SUBMITTER: | MOSES XIE |
| SIGNATURE: | /Moses Xie/ |
| DATE SIGNED: | 04/04/2018 |
| Total Attachments: 6 | |
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ZYNGA INC.

EMPLOYEE INVENTION ASSIGNMENT AND
CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with, Zynga Inc., a Delaware corporation (the "*Company*"), I hereby represent to, and agree with, the Company as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined in Section 7 below), its rights in Inventions (as defined in Section 2 below) and in all related intellectual property rights. I acknowledge and agree that, in the course of my employment with the Company, I may gain access to certain confidential information, inventions, works of authorship and other types of proprietary subject matter that comprise valuable, special and unique assets of the Company's business, and that access to the foregoing is and has been granted to me only for the purpose of enabling me to perform my duties for the Company. I agree that the Company has an identifiable interest in protecting its rights and ownership of the foregoing, as well as all intellectual property rights associated therewith (including, without limitation, its patents, copyrights, trademarks and trade secrets). Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "*Agreement*") as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets (the "*Inventions*").

3. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that: (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or actual or demonstrably anticipated research and development (the "*Assigned Inventions*"), will be the sole and exclusive property of the Company. I understand that this assignment is intended to, and does, extend to subject matters currently in existence, those in development, as well as those that have not yet been created. Attached hereto as Exhibit A is a list describing all inventions, original works of authorship, developments and trade secrets that were made by me prior to the date of this Agreement, which belong to me and which are not assigned to the Company ("*Prior Inventions*"). If no such list is attached, I agree that it is because no such Prior Inventions exist. I acknowledge and agree that if I use any of my Prior Inventions in the scope of my employment, or include them in any product or service of the Company, I hereby grant to the

Company a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, sell, copy, distribute, modify and create works based on, perform or display such Prior Inventions and to sublicense third parties with the same rights.

4. **Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Sections 3 and 5 of this Agreement do not apply to any Assigned Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code (or any comparable law of any other State), which states as follows:

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. 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 CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

5. **Assignment of Other Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights, and (b) any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of or credit on an Assigned Inventions, to object to or prevent the modification or destruction of any Assigned Inventions or Prior Inventions licensed to Company under Section 3, or to withdraw from circulation or control the publication or distribution of any Assigned Inventions or Prior Inventions licensed to Company under Section 3, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any

treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

6. **Assistance; Power to Act.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries or subdivision thereof. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company; *provided* that the Company shall compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I hereby appoint the Secretary or an Assistant Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. **Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("*Proprietary Information*") and that the Company has taken reasonable measures under the circumstances to protect against unauthorized use or disclosure. For purposes hereof, Proprietary Information includes, but is not limited to, Assigned Inventions, trade secrets as well as other proprietary knowledge, information, know-how, non-public intellectual property rights including unpublished or pending patent applications and all related patent rights, manufacturing techniques, formulae, processes, discoveries, improvements, ideas, conceptions, compilations of data, and developments, whether or not patentable and whether or not copyrightable. For example and without limitation, Proprietary Information may include information I have learned or learn about or have developed or develop in connection with my employment with the Company, such as: (a) product/game information, features, roadmaps, plans, specifications, mechanics, designs, costs and revenue; (b) techniques and methods for developing, coding, or improving online social games; (c) techniques and methods to create "virality;" (d) measurement techniques and specific functionality that increases monetization and both measures and increases retention metrics; (e) customer lists and data; (f) non-public trademarks or domain names; (g) non-public financial information, which may include revenues, profits, margins, forecasts, budgets and other financial data; (h) marketing and advertising plans, strategies, tactics, budgets and studies; (i) business and operations strategies; (j) the identities of the key decision makers at the Company's vendors, suppliers, platform providers or other business partners; (k) the particular needs and preferences of the Company's suppliers, platform providers and business partners, and the Company's approaches and strategies for satisfying those needs and preferences; (l) contracts, credit procedures and terms; (m) research and development plans; (n) software developed or licensed by Company; (o) hardware and hardware configurations; (p) employment and personnel information (including, without limitation, the names, addresses, compensation, specific capabilities, job assignments and performance evaluations of Company personnel); (q) information regarding, or used in, employee training; (r) information relating to employee stock ownership or entitlement; (s) information relating to proposed or ongoing acquisitions or takeovers by or on behalf of the Company; and (t) other know-how. The foregoing are only examples of Proprietary Information. If I am uncertain as to whether any particular information or material constitutes Proprietary Information, I shall seek written clarification from either my direct supervisor or the Company's General Counsel, or if I am no longer employed by the Company, from the Company's General Counsel.

8. **Exceptions to Proprietary Information.** Notwithstanding the definition set forth in Section 7, Proprietary Information does not include information that I can show by competent proof: (a) was generally known to the relevant public at the time of disclosure, or became generally known after disclosure to me, (b) was lawfully received by me from a third party without breach of any confidentiality obligation, (c) was known to me prior to receipt from the Company; or (d) was independently developed by me or independent third parties, in each case, without breach by me or any third party of any obligation of confidentiality or non-use.

9. **Confidentiality.** At all times, both during my employment and after its termination, I will keep and hold all Proprietary Information in strict confidence and trust. I will not use, disclose, copy, reverse-engineer, distribute, gain unauthorized access or misappropriate any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature or form, in my possession, custody or control, pertaining to my work with the Company and, upon Company request, will execute a document confirming my agreement to honor my responsibilities contained in this Agreement. I will not take with me or retain any documents, materials, or copies thereof, containing any Proprietary Information. Notwithstanding my confidentiality obligations, I am permitted to disclose Proprietary Information that is required to be disclosed by me pursuant to judicial order or other legal mandate, provided that I have given the Company prompt notice of the disclosure requirement, and that I fully cooperate with any efforts by the Company to obtain and comply with any protective order imposed on such disclosure.

10. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

11. **Efforts; Duty Not to Compete.** I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any other employment or business that: (a) directly competes with the current or future business of the Company, (b) uses any Company information, equipment, supplies, facilities or materials, or (c) otherwise conflicts with the Company's business interest and causes a disruption of its operations.

12. **Notification.** I hereby authorize the Company to notify third parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my responsibilities hereunder.

13. **Non-Solicitation of Employees/Consultants.** During my employment with the Company and for a period of one (1) year thereafter, I will not, directly or indirectly, solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

14. **Non-Solicitation of Suppliers/Customers.** During my employment and after the

termination of my employment with the Company, I will not, directly or indirectly, solicit or otherwise take away customers or suppliers of the Company if, in so doing, I access, use or disclose any trade secrets or proprietary or confidential information of the Company. I acknowledge and agree that the names and addresses of the Company's customers and suppliers, and all other confidential information related to them, including their buying and selling habits and special needs, whether created, obtained by, or disclosed to me during my employment, constitute trade secrets or proprietary or confidential information of the Company.

15. **Name & Likeness Rights.** I hereby authorize the Company to use, reuse and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media) for any purposes related to the Company's business, such as marketing, advertising, credits and presentations. If I object to any use of my photograph or likeness, I may request the removal of such photograph and Company shall use reasonable efforts to promptly cease such use.

16. **Injunctive Relief.** I understand that, in the event of a breach or threatened breach of this Agreement by me, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement, without bond, prejudice to any other rights and remedies that the Company may have for a breach of this Agreement and without having to prove monetary damages.

17. **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to its laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement, and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original and all of which together shall constitute one and the same agreement.

19. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

20. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment, waiver or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any

one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

21. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

22. **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

23. **"At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or myself. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time. This Agreement shall be effective as of the first day of my employment by the Company set forth below.

EMPLOYEE



Signature

Nir Leibovich

Print Name

04/04/2011

First Day of Employment

Agreed and Accepted:

ZYNGA, INC.

By: 

Name:

Title:

Reginald D. Davis
Secretary, General Counsel
Zynga Inc.

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