

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5052585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEREMIAH DAVID BRAZEAU	03/04/2017
ANDREW M. SWEENEY	03/01/2017
HENRY DAVID GARCIA	03/03/2017
FRED CHEN	10/22/2014
BRIAN MICHAEL LUSIGNAN	03/01/2017
RECEIVING PARTY DATA	
Name:	AMAZON TECHNOLOGIES, INC.
Street Address:	PO BOX 81226
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98108-1226
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16036583
CORRESPONDENCE DATA	
Fax Number:	
<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:	415-576-0200
Email:	sathompson@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP/ AMAZ
Address Line 1:	1100 PEACHTREE STREET
Address Line 2:	SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	090204-1092179 (P25827C1)
NAME OF SUBMITTER:	SARAH THOMPSON
SIGNATURE:	/Sarah Thompson/
DATE SIGNED:	07/16/2018
Total Attachments: 14	

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PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No.:
14/869,450
Filing Date: September 28, 2015

Attorney Docket No.: 090204-0947429
(P25827US)
Client Docket No.: P25827-US

PARTIES TO THE ASSIGNMENT

Assignor(s):

JEREMIAH DAVID BRAZEAU
410 Terry Avenue North
Seattle, WA 98109-5210

ANDREW M. SWEENEY
410 Terry Avenue North
Seattle, WA 98109-5210

HENRY DAVID GARCIA
410 Terry Avenue North
Seattle, WA 98109-5210

FRED CHEN
410 Terry Avenue North
Seattle, WA 98109-5210

BRIAN MICHAEL LUSIGNAN
410 Terry Avenue North
Seattle, WA 98109-5210

Assignee:

Amazon Technologies, Inc.
PO Box 81226
Seattle, WA 98108-1226

AGREEMENT

WHEREAS, ASSIGNOR(S) (listed above) are inventor(s) of an invention entitled
"ROBOTIC TOSSING OF ITEMS IN INVENTORY SYSTEM" (Invention) for which a non-provisional application
for United States Letters Patent

- was filed on September 28, 2015 and accorded U.S. application no. 14/869,450; or
 will be filed concurrently with the submission of this executed PATENT ASSIGNMENT for
recordation.

ASSIGNOR(S) hereby authorizes and requests ASSIGNEE'S legal representatives, of

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Kilpatrick Townsend & Stockton LLP, associated with Customer No. 107508 to insert in the header above and here in parentheses (U.S. application no. 14/869,450, filed September 28, 2015) this application's U.S. application number and filing date, when known.

WHEREAS, ASSIGNEE, a corporation of the State of Nevada, is desirous of acquiring the entire right, title and interest in and to the Invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sell, assign and transfer unto ASSIGNEE its successors and assigns, the entire right, title and interest in and to said Invention and any improvements thereto, said Application and any and all letters patent which may be granted for said Invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all provisional, divisions, reissues, re-examinations and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said Invention, application and all letters patent on said Invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR(S) had this assignment, transfer and sale not been made. ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said Invention to ASSIGNEE. ASSIGNOR(S) agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said Invention, for litigation regarding said letters patent, or for the purpose of protecting title to said Invention or letters patent therefor.

AND ASSIGNOR(S) DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of

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the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said letters patent before or after issuance.

AND ASSIGNOR(S) DOES HEREBY covenant and agree that ASSIGNOR(S) will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention or said application, and testify in any legal proceeding, assist in the preparation of any other patent property relating to the application and the Invention or any improvements made thereto, sign/execute all lawful papers, provide all requested documents, execute and make all rightful oaths and/or declarations in connection with the application and the Invention including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Invention in all countries. These provisions are binding upon our heirs, legal representatives, administrators, and assigns.

CORRESPONDENCE ADDRESS

I hereby direct all correspondence and telephone calls in connection with this application be addressed to the number associated with the customer number listed below, which is:

<p>Customer No. 107508</p>

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No.:
14/869,450
Filing Date: September 28, 2015

Attorney Docket No.: 090204-0947429
(P25827US)
Client Docket No.: P25827-US

DECLARATION

As a below named inventor, I hereby declare that:

This declaration is directed to:

- the attached application; or
- United States application number 14/869,450 filed on September 28, 2015; or
- PCT international application number _____ filed on _____.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the above-identified application, and acknowledge the duty to disclose to the US Patent & Trademark Office all information known to me to be material to the patentability as defined in 37 CFR 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

DocuSigned by:
Jeremiah David Brazeau
1C3426E77ABE49F...
JEREMIAH DAVID BRAZEAU

March 4, 2017

Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

DocuSigned by:

 E6CDFEBED824493
ANDREW M. SWEENEY

March 1, 2017

 Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

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DocuSigned by:

 501BDC7E1B4D402...
HENRY DAVID GARCIA

March 3, 2017

 Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No.:
14/869,450
Filing Date: September 28, 2015

Attorney Docket No.: 090204-0947429
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FRED CHEN

Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

DocuSigned by:

 F6759154CA514AA
BRIAN MICHAEL LUSIGNAN

March 1, 2017

 Date

AMAZON.COM, INC.

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality and Invention Assignment Agreement ("Agreement") is made by and between Amazon.com, Inc., a Delaware corporation, and Xiaofu (Frank) Chen ("Employee").

RECITALS

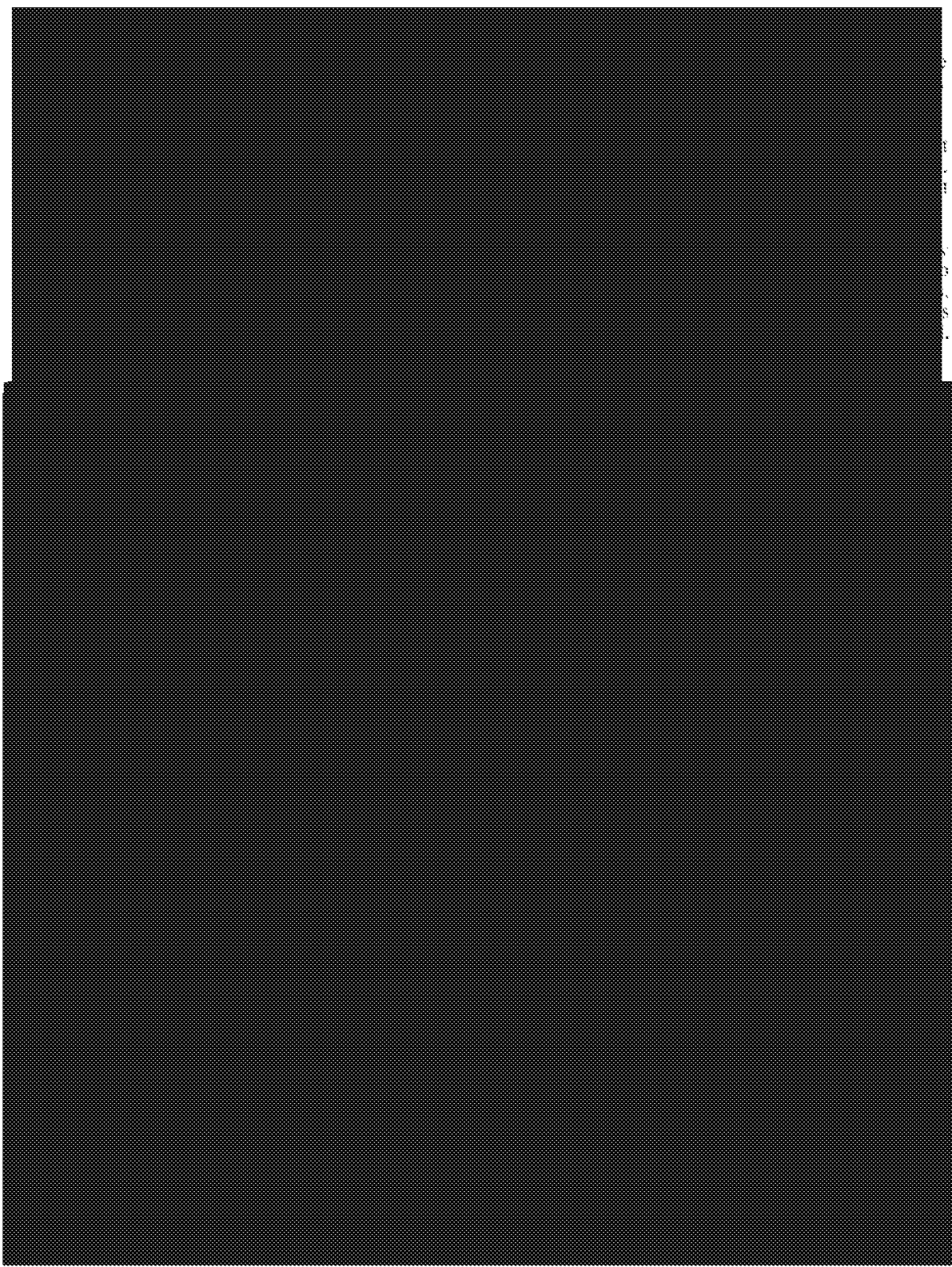
- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "Employer");
- B. As used in this Agreement, "Amazon" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

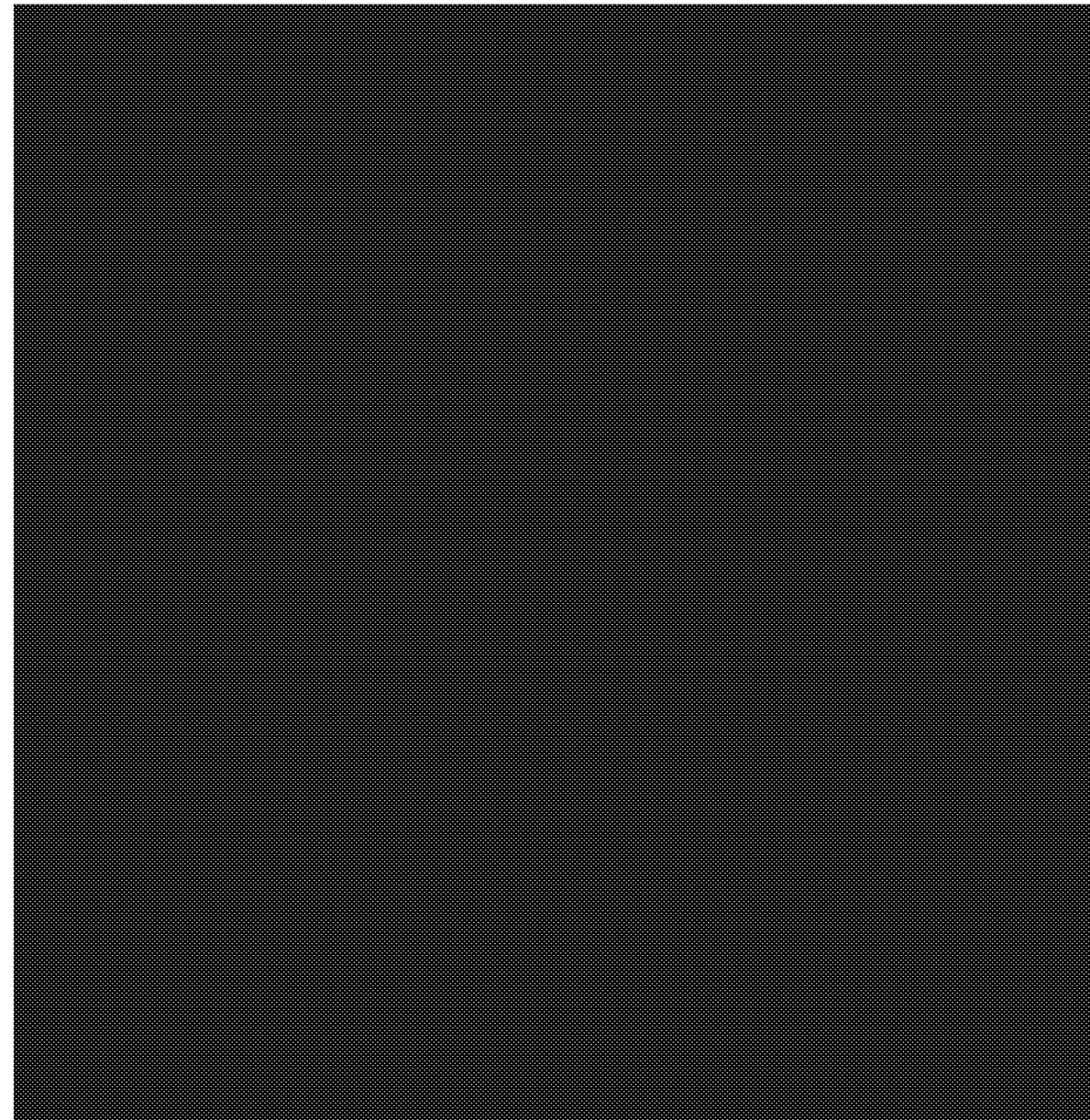
AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's entire productive time, ability, attention, and effort to furthering Amazon's best interests and will not (without Amazon's prior written consent) carry on any separate professional or other gainful employment, including self-employment and contract work, that conflicts with these duties.
3. **CONFIDENTIAL INFORMATION.**







5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "Inventions") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employer's control.

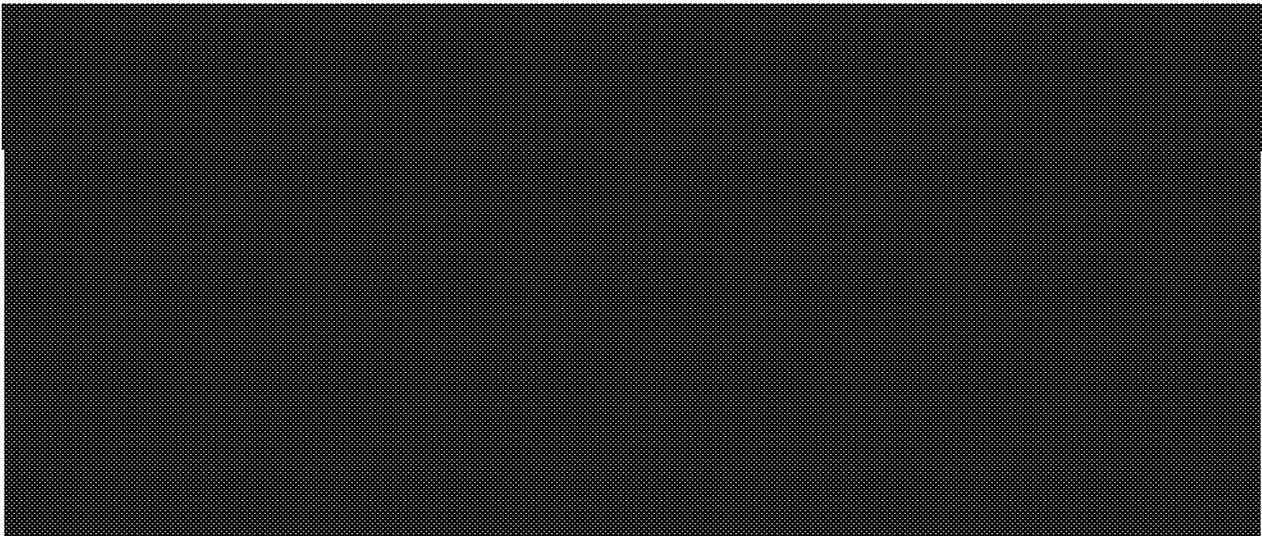
5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.





7.6 Survival of Covenants. The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.

7.7 Assignment. This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.



HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

AMAZON.COM, INC.

EMPLOYEE

Signature: *Tony Galbato*

Signature: *Fred Chen*

Name: Tony Galbato

Name: Xiangfu (Fred) Chen

Title: Vice President, Human Resources

Date: 10/22/2014