

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5019804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZECHENG ZHUO	03/29/2018
PENGFEI ZHANG	04/10/2018
BIXI WANG	04/24/2018
BIN LIU	06/22/2018
WENBO LIU	06/20/2018
RECEIVING PARTY DATA	
Name:	BAIDU ONLINE NETWORK TECHNOLOGY (BEIJING) CO., LTD.
Street Address:	3/F BAIDU CAMPUS, NO. 10, SHANGDI 10TH STREET
City:	BEIJING
State/Country:	CHINA
Postal Code:	100085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14902308
CORRESPONDENCE DATA	
Fax Number:	(312)977-4405
<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>	
Email:	smonreal@nixonpeabody.com
Correspondent Name:	NIXON PEABODY LLP
Address Line 1:	70 WEST MADISON STREET, SUITE 3500
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	078291-62USPX
NAME OF SUBMITTER:	JUSTIN D. SWINDELLS
SIGNATURE:	/Justin D. Swindells - Reg. No. 48,733/
DATE SIGNED:	06/22/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 33	
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ASSIGNMENT STATEMENT

As a below named inventor, I hereby declare that:

I believe I am the original joint inventor of a claimed invention in the application for which this declaration is being submitted and for which a patent is sought on the invention entitled:

Method and Device for Monitoring Network Link and Storage Medium Therefor

(hereinafter referred to as INVENTION), the application of which is attached hereto unless the following is checked

(X) filed on December 30, 2015 as United States Application No. 14/902,308, or was filed on _____ as PCT International Application, No. _____ .

The above-identified application claims the priority of Chinese Patent Application No. 201410443239.6, entitled "Method and Device for Monitoring Network Link and Storage Medium Therefor" (in Chinese "一种网络链路监控方法及设备") filed on September 2, 2014,

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

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

I hereby authorize the firm of Insight Intellectual Property Attorneys, whose full post office address is 48A Zhichun Road, 19th Floor, Beijing, 100098, China, or the agent(s) of record in the United States to insert above the serial number and filing date of said application when known.

WHEREAS, we, ZHUO, Zecheng, ZHANG, Pengfei, WANG, Bixi, LIU, Bin and

LIU, Wenbo (hereinafter referred to as ASSIGNORS), all having a mailing address of 3/F Baidu Campus, No. 10, Shangdi 10th Street, Haidian District, Beijing 100085, China, are the joint inventors of the INVENTION;

WHEREAS, Baidu Online Network Technology (Beijing) Co., Ltd. (hereinafter referred to as ASSIGNEE), having a usual place of business at 3/F Baidu Campus, No. 10, Shangdi 10th Street, Haidian District, Beijing 100085, China, 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;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said INVENTION, 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 including any extensions or adjustments in term thereof, and in any and all divisions, reissues and continuations thereof, including the right to sue and collect damages for past and present infringement of said letters patent; 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 ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said INVENTION to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States 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.

FURTHER, ASSIGNORS agree that ASSIGNORS will communicate to said ASSIGNEE or its representatives any facts known to us respecting said INVENTION, and testify in any legal proceeding, sign all lawful papers, execute all papers relating to a continuation, division, continuation-in-part, extension, non-provisional or substitute thereof, including any corresponding right to claim priority from the patent application in the United States and its

territorial possessions and any reissue, re-examination or extension of said letters patent, execute all necessary assignment papers to cause any and all of said letters patents to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said INVENTION in the United States and its territorial possessions.

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Legal Name of Inventor: ZHUO, Zecheng

Signature of Inventor

Date

Legal Name of Inventor: ZHANG, Pengfei

Signature of Inventor

Date

Legal Name of Inventor: WANG, Bixi

Signature of Inventor

Date

Legal Name of Inventor: LIU, Bin

/LIU Bin/

Signature of Inventor

2018-6-22

Date

Legal Name of Inventor: LIU, Wenbo

Signature of Inventor

Date

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Legal Name of Inventor: ZHUO, Zecheng

Signature of Inventor

Date

Legal Name of Inventor: ZHANG, Pengfei

Signature of Inventor

Date

Legal Name of Inventor: WANG, Bixi

US Assignment statement for US application claiming priority of
Chinese Application No.: CN201410443239.6

 /Bixi Wang/
Signature of Inventor

 April 24, 2018
Date

Legal Name of Inventor: LIU, Bin

Signature of Inventor

Date

Legal Name of Inventor: LIU, Wenbo

Signature of Inventor

Date

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Legal Name of Inventor: ZHUO, Zecheng

/ZHANG.Pengfei/
Signature of Inventor

20180410_____
Date

Legal Name of Inventor: ZHANG, Pengfei

Signature of Inventor

Date

Legal Name of Inventor: WANG, Bixi

Signature of Inventor

Date

Legal Name of Inventor: LIU, Bin

Signature of Inventor

Date

Legal Name of Inventor: LIU, Wenbo

Signature of Inventor

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Signature of Inventor

Date

Legal Name of Inventor: LIU, Bin

Signature of Inventor

Date

Legal Name of Inventor: LIU, Wenbo

Signature of Inventor

Date

CONFIRMATION OF OWNERSHIP
BY BAIDU ONLINE NETWORK TECHNOLOGY (BEIJING) CO., LTD.
OF
US PATENT APPLICATION 14/902,308
"METHOD AND DEVICE FOR MONITORING NETWORK LINK AND STORAGE
MEDIUM THEREFOR"
NAMING WENBO LIU AS AN INVENTOR

1. My name is Jian Qiu, and my title is the IP Department Manager of Baidu Online Network Technology (Beijing) Co., Ltd. ("Baidu"), a company headquartered in Beijing, China.
2. On or about October 1, 2015, Baidu entered into an Employment Agreement with Wenbo Liu ("Liu"), in which Baidu agreed to compensate Liu in connection with his employment.
3. Page 1 of the Employment Agreement defines Baidu as "Party A," and Mr. Liu as "Party B."
4. In exchange for his compensation from Baidu and other consideration, Mr. Liu agreed that Baidu "Party A owns the corresponding rights, and can fully and freely use the inventions, technical secrets."
5. Section 36 of the Employment Agreement, which is titled "Scope of Trade Secrets," includes subsection (2), which provides, in part, as follows:

If Party B claims that Party B has right to information relating to the inventions, designs, technical secrets and others generated during his work for Party A, Party B shall make a written statement to Party A within one month from the date of the information being generated. After Party A verifies and confirms in writing that the information is a result not related to the employment, Party B will own the right. If Party B fails to submit a statement or Party A determines the information belonging to the employment result, the information belongs to the employment results, and Party A owns the corresponding rights, and can fully and freely use the inventions, technical secrets, or other trade secrets within Party A's business scope for production, business operations or transfer to third parties, Party B shall oblige to the confidentiality provisions as stipulated in this Contract.
6. No statement was submitted by Mr. Liu in relation to US patent application 14/902,308 "Method and Device for Monitoring Network Link and Storage Medium Therefor."
7. A redacted copy of the Employment Agreement bearing Mr. Liu's signature is attached to this Confirmation of Ownership.
8. An English translation of the relevant parts of the Employment Agreement is also attached to this Confirmation of Ownership.

9. Baidu caused to be filed US patent application 14/902,308 "Method and Device for Monitoring Network Link and Storage Medium Therefor" disclosing invention contributed by Mr. Liu as one of the inventors, in connection with his employment by Baidu.
10. By virtue of the Employment Agreement, Baidu owns the entire right, title, and interest in and to US patent application 14/902,308 "Method and Device for Monitoring Network Link and Storage Medium Therefor."
11. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Signed: June 20, 2018

Jian Qin

Jian Qin

IP Department Manager

劳动合同



姓名: 刘波

员工编号: B10024

甲方

名称：百度在线网络技术（北京）有限公司

法定代表人：王湛

注册地：北京市海淀区上地十街10号百度大厦三层

乙方

姓名：刘文波 性别：男 身份证/护照号码：B52119 3530

实际通讯地址（具体到门牌号）：北京市昌平区沙河镇教园 2楼301

家庭通讯住址（具体到门牌号）：北京市昌平区沙河教园 2楼301

电子邮件（非必填项）：529 @qq.com 联系电话：183 501

紧急联系人：孔燕 联系电话：153 5920

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》，甲乙双方经平等协商同意，自愿签订本合同，共同遵守本合同所列条款。

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商业秘密

5条 定义

(1) 百

公司

于有限公司
以下任何

经营组织；
商组织；
务、部门经
或其他所有

似受托职

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。甲方及第

领域（包括

联网服务、

付类公司中

公司、指 B+

（北京）有限

公社（日本

务技术（北

司、北京研

具体到竞争

总经理

织。

(6) 乙

第二十六条 商业秘密的范围

对于前款所列... 业务、产品... 设计... 规则系统... 以及操作... 所有信息

(2) 如乙方主张对在甲方工作期间产生的发明创造、设计、技术秘密等有关信息享有权利, 应在该信息产生之日起一个月内向甲方书面声明。经甲方核实书面确认属非职务成果的, 由乙方享有权利。乙方没有提出声明或甲方认定属于职务成果的, 该信息属于职务成果, 由甲方享有相应权利, 并可在其业务范围内充分自由地利用发明创造、技术秘密或其他的商业秘密, 进行生产、经营或者向第三方转让, 乙方应当履行本合同约定的保密义务。

在甲方

或密码等) 字样;

4. 甲方即... 获知的属于

式, 向任何... 方式, 向

的任何商

积工作或甲... 的商业秘... 向包括接... 履行本条

- 3) 不操... 4)

事务;
任何网络上
评价公

以限制;

方秘密信

任何形式

有或保管

除非部门

上传等在任

后, 除非
公司邮箱

解聘通知后

员工身份在

息, 也不得

于百度公司

部转给负

合同后,

触的原百

司意, 否则

意, 在其

竞争对手

关联公司

在职期间感

租/或享有

利的行为:

个经营组织

租人、股

- 1) 投资方
- 2) 成
- 3) 三

千零一年

规定的义务

公司的任何

关联公司的
关系的其他
关联公司

制度的
方在支付
或离职后

竞业限制义
其他经济补
方劳动合同

日开始向前
方离职后
实际工作期

乙方离职
乙方履行
支付方式：
后一天，
付给乙方，

保护的保守
或甲方主
的竞业限制

反本合同
违反本合同
，并且在
亿的3倍

(4) 如以上
和/或
括

(4)

请求其停
止行为，若

司，则属于
赔偿责任。

赔偿金额、
对经济补

范围、期限

解决，若未
，则申请仲

国家法律
及其附加
条款
合同首部
文件，第
条款
同被其
任人享有
解释权

第43条

第44条

第45条 本合同一式两份，甲乙双方各执一份，由双方签署或盖章之日起生效。

(以下无正文)

甲方

授权代表：
(盖章)

签订日期：2015年10月1日

乙方

签字：

刘文波

签订日期：2015年10月1日

TRANSLATION OF RELEVANT PARTS

Cover page:

Employment Agreement

Name: Lily Wenbo

Employee ID: 548024

Page 1

Party A

Name: Baidu Online Network Technology (Beijing) Co., Ltd.
Legal representative: Wang Zhan
Registered address: 3rd Floor, Baidu Building, No. 10, Shangdi
10th Street, Haidian District, Beijing

Party B

Name: Liu Wenbo
Gender: male
ID Card/Passport Number: 13052119[Redacted]3530
Actual address (specific to the house number): Room 301,
[Redacted]Shahe Higher Education Park, Changping District,
Beijing
Home address (specific to the house number): Room 301,
[Redacted]Shahe Higher Education Park, Changping District,
Beijing
Email(non-Baidu email): 529[Redacted]@qq.com
Contact phone: 183[Redacted]501
Emergency contact: Kong Yan
Contact phone: 153[Redacted]5920

According to the Labor Law of the People's Republic of China
and the Labor Contract Law of the People's Republic of China,
Party A and Party B, after agreeing on an equal basis,
voluntarily enter into this Contract and jointly abide by the
terms of this Contract.

Section 36: Scope of Trade Secrets

(2) If Party B claims that Party B has right to information relating to the inventions, designs, technical secrets and others generated during his work for Party A, Party B shall make a written statement to Party A within one month from the date of the information being generated. After Party A verifies and confirms in writing that the information is a result not related to the employment, Party B will own the right. If Party B fails to submit a statement or Party A determines the information belonging to the employment result, the information belongs to the employment results, and Party A owns the corresponding rights, and can fully and freely use the inventions, technical secrets, or other trade secrets within Party A's business scope for production, business operations or transfer to third parties, Party B shall oblige to the confidentiality provisions as stipulated in this Contract.

Page 10

Article 49

This contract has two copies, Party A and Party B each hold one copy. It takes effect on the date of the stamp or signature of both parties.

(No text below)

Party A:

Authorized Representative (seal):

Signing date: October 1, 2015

Party B:

Signature: Liu Wenbo

Signing date: October 1, 2015