

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5088042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PHIL WANG	07/03/2009
RAVIKIRAN MEKA	12/30/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	YAHOO! INC.
<b>Street Address:</b>	701 FIRST AVENUE
<b>City:</b>	SUNNYVALE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94089
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16058075
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	703-770-7900
<b>Email:</b>	docket_ip@pillsburylaw.com
<b>Correspondent Name:</b>	PILLSBURY WINTHROP SHAW PITTMAN, LLP - O
<b>Address Line 1:</b>	P.O. BOX 10500
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102
<b>ATTORNEY DOCKET NUMBER:</b>	046836-0460531
<b>NAME OF SUBMITTER:</b>	ARUSH GADKAR
<b>SIGNATURE:</b>	/arush gadkar/
<b>DATE SIGNED:</b>	08/08/2018
<b>Total Attachments: 14</b>	
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**YAHOO! INC.  
EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT**

This agreement ("Agreement") is entered into by and between Yahoo! Inc., a Delaware corporation with offices at 701 First Avenue, Sunnyvale, CA 94089, and Phil Wang.

In exchange for becoming employed by or continuing employment with Yahoo! Inc. and/or its parents, subsidiaries, affiliates, successors or assigns (hereinafter referred to collectively as "Yahoo!"), I hereby agree as follows:

**PROTECTION OF CONFIDENTIAL INFORMATION**

1. character.
2. Confidential Information.

3. Exceptions to Confidential Information.

**YAHOO!**

701 First Avenue, Sunnyvale, CA 94089  
phone (408) 349-5000 fax (408) 349-7498

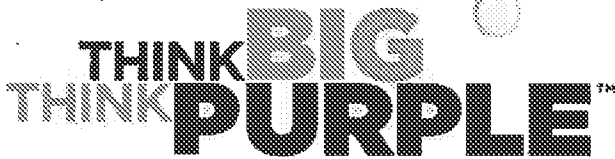
**REEL: 046583 FRAME: 0594**

4. Protection of Confidential Information.

ASSIGNMENT

5. Developments. As used in this Agreement, the term "Developments" includes any subject matter that may be protectable under domestic or international intellectual property laws, including without limitation, marks, logos, designs, works of authorship, inventions, or Confidential Information; provided that the term "Developments" shall not be deemed to include those inventions (and associated intellectual property rights filings/registrations), if any, listed on the Schedule A attached to this Agreement, which is incorporated by reference into this Agreement. Schedule A shall not be interpreted to include any subject matter owned by Yahoo! independent of its listing on Schedule A.

6. Disclosure and Assignment of Developments. Without further compensation, I hereby agree to promptly disclose to Yahoo!, and I hereby assign to Yahoo! or its designee, my entire worldwide right, title, and interest in and to all Developments (including all intellectual property rights relating to such Developments, or arising out of any Prohibited Act, and further including the right to sue for past infringements or misappropriations thereof) which I may solely or jointly develop, author, conceive, or reduce to practice, during: (a) the time I am employed, whether or not during normal working hours; (b) any prior period in which I performed services for or on behalf of Yahoo!; or (c) within three (3) months following the termination of my employment with Yahoo!. I further agree not to challenge subsequently the validity or enforceability of any intellectual property rights assigned by me to or otherwise belonging to Yahoo! or its affiliated companies. I understand that this assignment is intended to, and does, extend to subject matters currently in existence, those in development, as well as those which have not yet been created. No rights are hereby conveyed in those items or intellectual property rights, if any, made by me prior to my employment with Yahoo!, to the extent identified in the attached Schedule A. I agree to identify to Yahoo! (in confidence, if of a non-public nature) all Developments (and any intellectual property rights filings) made by me (whether solely or jointly with others) to permit a determination as to whether or not the Developments (and intellectual property rights) are the property of



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Yahoo!, and I agree to disclose all information that Yahoo! requests about the foregoing including those I contend qualify under this exception to my duty to assign. Notwithstanding anything to the contrary, I shall not apply for any patent, copyright, or trademark on any Development created during any period of employment with Yahoo! without the prior written approval of Yahoo!'s legal department.

7. California Labor Code 2870. To the extent I am a California employee, the assignment provisions of Paragraph 6 shall not be construed to supersede California Labor Code 2870 which provides:

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.

8. Perfecting Title. I agree to perform, during and after my employment, all acts deemed necessary or desirable by Yahoo! to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Developments and intellectual property rights hereby assigned to Yahoo! as set forth in Paragraph 6 above. Such acts may include, but are not limited to, executing documents and assisting or cooperating in legal proceedings.

9. Power to Act. If Yahoo! is unable for any reason to secure my signature to apply for or to pursue an application for registration or other protection of any Developments and intellectual property rights assigned to Yahoo!, then I hereby irrevocably designate and appoint Yahoo! and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such applications, to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or mask work or copyright registrations thereon, and any acts necessary to obtain and enforce the full benefits, enjoyment, rights and title, with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Yahoo! any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents, mask works or copyrights resulting from any such application for letters patent or mask work or copyright registrations assigned hereunder to Yahoo!.

10. Compliance with Rules, Regulations and Policies. I agree to abide faithfully by all Yahoo! rules, regulations and policies including, but not limited to the Guide2Working@Yahoo! and the Yahoo! Code of Ethics.

11. Protection of Other Companies' Information. I represent and warrant that:  
(a) my employment with Yahoo! and performance of this Agreement has not breached, and will not breach, any agreement with any third party, including without limitation, any agreement to keep in



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confidence any subject matter acquired by me prior to becoming employed by Yahoo!; and (b) I have not previously disclosed, and shall not at any future time disclose to Yahoo!, or use for Yahoo!, any trade secrets or other confidential information belonging to any previous employer or other third party. I agree not to enter into any agreement that conflicts with the provisions of this Agreement, and certify that, to the best of my knowledge, I am not a party to any other agreement which shall interfere with my full compliance with this Agreement. Notwithstanding anything to the contrary, if any Development made by me (either solely or jointly) incorporates any subject matter in which I own or have the right to license intellectual property rights, or otherwise requires the use thereof, I hereby grant to Yahoo! a royalty-free, nonexclusive, worldwide, perpetual, irrevocable license (including the right to sublicense) such Development and intellectual property rights for Yahoo!'s business purposes, during and after the term of this Agreement.

12. Duties Not To Compete Or Solicit. I acknowledge that in the course of performing my duties for Yahoo!, I will be provided access to, be exposed to, learn of, and receive Confidential Information that was or will be developed by Yahoo! at substantial investment of time, effort and money. I further acknowledge that in the course of my employment I will be introduced to customers, clients, vendors and others with important relationships to Yahoo!. I acknowledge and agree that any and all "goodwill" created through such introductions belongs exclusively to Yahoo!, including, but not limited to, any goodwill created as a result of direct or indirect contacts or relationships between me and any customers, clients, vendors and other key relationships of Yahoo!.

a. Noncompetition. While I am employed by Yahoo! I will not, for myself or on behalf of any other person or entity, directly or indirectly, whether as principal, partner, agent, independent contractor, stockholder, employee, consultant, contractor, representative or in any other capacity, engage in or perform the same or similar activities that I perform for Yahoo! on behalf of any company, venture, business or other entity which competes with Yahoo!.

b. Customer, Client and Vendor Non-Solicitation. If I am employed in any state other than California, then during the twelve (12) months following the termination of my employment for any reason, I will not, either individually or on behalf of or through any third party, directly or indirectly, solicit, divert, appropriate, or take away or attempt to solicit, divert, appropriate, or take away for the purpose of competing with Yahoo!, any customers, clients or vendors of Yahoo! (i) which conducted business with Yahoo! at any time during the twelve (12) months immediately prior to the termination of my employment with Yahoo!, or (ii) with whom I have had contact or to whom I have provided services during my employment with Yahoo!. I agree that regardless of the state in which I am employed, I will not, at any time following my employment with Yahoo!, engage in any of the aforementioned activities through the use of Yahoo! Confidential Information.

c. Employee Non-Solicitation. During the twelve (12) months following the termination of my employment for any reason, I will not, either individually or on behalf of or through any third party, directly or indirectly, recruit, entice, induce, solicit or encourage any employee, contractor, or consultant to leave or sever the relationship with Yahoo!, nor will I, directly or indirectly, be involved in the hiring, retaining, recruitment, interviewing, or disclosing of names, backgrounds or qualifications of any employee, contractor, or consultant of Yahoo!. This section shall prohibit me from engaging in the aforesaid activities with respect to any person both while such person is an employee, contractor, or consultant of Yahoo! or such related entities, and for ninety (90) days after such person's Yahoo! employment or consultancy terminates.

13. Binding Effect. This Agreement: (a) does not in any way restrict my right or the right of Yahoo! to terminate my employment with or without cause or with or without advance notice (b)

inures to the benefit of successors and assigns of Yahoo!; and (c) is binding upon my heirs and legal representatives.

14. Specific Performance. Yahoo! shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Yahoo! may have for a breach of this Agreement.

15. Enforceability. If one or more of the provisions in this Agreement is deemed unenforceable by law, then the remaining provisions shall continue in full force and effect. If any portion of this Agreement is determined by a court of law to be overly broad in time, scope or subject matter, it shall be modified to the extent necessary to make it enforceable.

16. Terminology. Unless expressly indicated to the contrary, all of the following terms are understood to be exemplary rather than exclusionary or definitional: (a) use of the verb "to include" (including all conjugations thereof); (b) references to examples; and (c) the use of paragraph headers.

17. Entire Agreement. This Agreement constitutes the entire agreement relating to my employment with Yahoo! concerning the subject matter hereof as of the date signed below and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications relating to my employment with Yahoo! concerning the subject matter hereof. No party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. This Agreement does not supersede agreements I may have with Yahoo! to the extent relating to subject matter not covered herein.

18. Term. The provisions of the Agreement shall apply to the entire term of my employment with, or any other period in which I performed services for, Yahoo!, including all such periods prior to the date of this Agreement.

19. Disputes. I agree to the jurisdiction of, and venue in, the state and federal courts in the county and state in which I work for Yahoo!, or, if at the time of the dispute I am no longer employed by Yahoo!, then I agree to jurisdiction in the county and state in which I most recently worked for Yahoo!. I further agree that, unless otherwise mutually agreed, any dispute relating to this Agreement shall be exclusively brought before such courts.

20. Survival. All provisions of this Agreement, except Paragraph 1, shall survive the termination, for any reason, of my employment with Yahoo!.

21. Acknowledgement. I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I have had an opportunity to consult with counsel in connection herewith, and that I understand and shall fully and faithfully comply with such provisions.

IN WITNESS WHEREOF the parties have executed this Agreement.

YAHOO! INC.

EMPLOYEE



careers.yahoo.com

By: Joyce Hsueh-Martin

Title: HR Staffing

Date: 7/7/09

By: PHIL WANG

Signature: 

Date: July 3, 2009



Schedule A

**List of Existing Developments and Associated Intellectual Property Rights Filings/Registrations**

If none, initial here: \_\_\_\_\_

Otherwise, list below, being as specific as possible, but do not disclose any details of confidential information belonging to a third party. List only existing Developments and intellectual property rights. Do not list things not yet created.

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December 22, 2005

Ravi Kiran Meka  
No 111, 38<sup>th</sup> Main,  
J.P nagar,  
Bangalore.

Dear Mr. Ravi,

On behalf of Yahoo Software Development India Private Limited ("Yahoo SDC"), we are pleased to offer you the position of **Senior Software Engineer**.

Your employment with Yahoo SDC will be based on the following terms and conditions:

1. **HOLIDAYS**
2. **BENEFIT PLANS**
3. **RULES & REGULATIONS**

*82*

**4. CONFIDENTIALITY AND INVENTIONS**

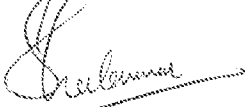
As an employee of Yahoo SDC, it is likely that you will become knowledgeable about confidential and or proprietary information related to the operations, products and services of Yahoo SDC and its clients. To protect the interests of both Yahoo SDC and its clients, all employees are required to read and sign a PROPRIETARY INFORMATION AND ASSIGNMENT OF INVENTIONS AGREEMENT prior to beginning of employment. A copy of this agreement is enclosed. Please sign it and return it along with your signed copy of this letter.

In case of any breach or default by you under the Proprietary Information and Invention Agreement, your employment may be terminated by Yahoo SDC with immediate effect.

**5. TERMINATION OF EMPLOYMENT****6. VERIFICATION****7. GOVERNING LAW**

To accept this offer, please sign this letter in the space provided below and return it to the undersigned. A second copy has been provided for you to keep for your records. This offer will remain valid until December 26, 2005. We look forward to your joining us and hope that you find your employment with Yahoo SDC enjoyable and professionally rewarding.

Yours Sincerely,  
For Yahoo! Software Development India Pvt Ltd.



Sreekumar Bahuleyan  
Manager - HR  
Authorized Signatory.

I accept this offer of employment with Yahoo SDC and agree to the terms and conditions outlined in this letter.

Signature

Date

Planned Start Date



## PROPRIETARY INFORMATION AND ASSIGNMENT OF INVENTIONS AGREEMENT

YAHOO! INC.

In exchange for me becoming employed (or my employment being continued) by Yahoo! Inc, or its subsidiaries, affiliates, or assigns (hereinafter referred to collectively as the "Company"), I hereby agree as follows:

1. I will perform for the Company such duties as may be designated by the Company from time to time. During my period of employment with the Company, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company. I agree that my employment with the Company may be terminated with or without cause by myself or the Company as per the terms and conditions set out in the offer letter dated December 22nd, 2005 received from the Company and accepted by me.
2. As used in this Agreement, "Company" and "Yahoo!" refer to Yahoo! Inc., and each of its subsidiaries and affiliates. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for Yahoo! Inc., and/or each of its subsidiaries and affiliates. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I am transferred at some time from one subsidiary or affiliate of the Company to another.
3. I understand that the Company possesses and will possess Confidential Information that is important to its business. Confidential Information is information that was developed, created or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business or information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or its customers or suppliers, whether relating to the Company's technology, business relationships, customers or otherwise.

"Confidential Information" includes, but is not limited to, software programs and subroutines, source and object code, algorithms, trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance

Yahoo Software Development India Pvt Ltd.  
3<sup>rd</sup> and 4<sup>th</sup> Floor, Esquire Center, #9 M.G.Road, Bangalore 560 001, India



levels of Company employees, and other information concerning the Company's actual or anticipated business, research or development, or which is received in confidence by or for the Company from any other person.

4. I understand that the Company possesses or will possess "Company Documents and Materials" which are important to its business. For purposes of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Confidential Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others. "Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer list, computer disks, tapes or printout, sound recordings and other printed typewritten or handwritten documents, sample products, prototypes and models.
5. Without further compensation, I hereby agree promptly to disclose to the Company, and I hereby assign and agree to assign to the company or its designee, my entire right, title, and interest in and to all Inventions, which includes, without limitation, all software programs or subroutines, source or object codes, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-practice, that I may solely or jointly develop or reduce to practice during the period of my employment or (a) which pertain to any line of business activity of the company, (b) which are aided by the use of time, material or facilities of the Company, whether or not during working hours, or (c) which relate to any of my work during the period of my employment with the Company, whether or not during the normal working hours. No rights are hereby conveyed in Inventions, if any, made by me prior to my employment with the Company which are identified in a sheet attached to and made a part of this Agreement, if any (which attachment contains no confidential information)
6. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company as set forth in paragraph 5 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings.
7. If the Company is unable for any reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or mask work or copyright registration covering inventions, mask works or original works of authorship assigned to the company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers

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and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or mask work or copyright registrations thereon 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 patents, mask works or copyrights resulting from any such application for letters patent or mask work or copyright registrations assigned hereunder to the Company.

The Company shall be the sole owner of all the Confidential Information and all patents, patent rights, copyrights, trade secret rights, trademarks rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in this connection. I agree to hold in confidence and not to directly or indirectly use or disclose, either during or after termination of my employment with the Company, any Confidential Information I obtain or create during the period of my employment, whether or not during working hours, except to the extent authorized by the Company or until such Confidential Information becomes generally known. I agree not to make copies of such Confidential Information except as authorized by the Company. and I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Confidential Information. Upon termination of my employment or upon an earlier request of the Company, I will return or deliver to the Company all tangible forms of such Confidential Information in my possession or control, including but not limited to drawings, specifications, documents, records devices, models or any other material and copies or reproductions thereof.

8. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.
9. I agree to abide faithfully by all applicable Company rules, regulations and policies.
10. I represent that my performance of all the terms of this Agreement and as an employee of the Company has not prior to the date hereof and will not breach any agreement to keep in confidence

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3<sup>rd</sup> and 4<sup>th</sup> Floor, Esquire Center, #9 M.G.Road, Bangalore 560 001, India



11. Without limiting any other provision of this Agreement, I agree that for one (1) year after the date of termination of my employment by the Company I will not (i) induce any employee of the Company to leave the employ of the Company or (ii) solicit the business of any client or proprietary information, knowledge or data acquired by me in confidence or in trust prior to my becoming an employee or consultant of the Company, and I have not previously and will not at any future time disclose to the Company or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict with the provisions of this Agreement, and I certify that, to the best of my knowledge, I am not a party to any other agreement, which will interfere with my full compliance with his Agreement.
12. I shall not either alone or with a customer of the Company or any other person (other than on behalf of the Company) in any manner compete with the Company.
13. This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.
14. Because my services are personal and unique and because I have access to and become and acquainted with the Confidential Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.
15. If one or more of the provisions in this agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.
16. The provisions of the Agreement shall apply to the entire term of my employment with the Company, including all such periods prior to the date of this Agreement
17. I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.
18. This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executor, assigns, and administrators, and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

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19. Although I may work for Yahoo! outside of India or United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the India
20. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I can understand and willfully and faithfully comply with such provisions. No promises or representations have been made to me to induce me to sign this agreement. I sign this agreement voluntarily and freely.

Dated: 30/12/2005

EMPLOYEE

Signature

Printed Name

YAHOO! INC

By:

Title:

ATTACHMENT

List of Inventions

If none, initial here:

Otherwise, list inventions below:

Yahoo Software Development India Pvt Ltd.  
3<sup>rd</sup> and 4<sup>th</sup> Floor, Esquire Center, #9 M.G.Road, Bangalore 560 001, India