

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5096223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FREDERIC TSCHANZ	10/27/2017
DIANA YANAKIEV	10/30/2017
JUR VAN DEN BERG	08/19/2016
RECEIVING PARTY DATA	
Name:	UBER TECHNOLOGIES, INC.
Street Address:	1455 MARKET STREET, 4TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15697368
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<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:	864-271-1592
Email:	usdocketing@dority-manning.com,anowell@dority-manning.com
Correspondent Name:	DORITY & MANNING, PA
Address Line 1:	PO BOX 1449
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602
ATTORNEY DOCKET NUMBER:	UBER-156
NAME OF SUBMITTER:	ERIK K. SIVERTSON
SIGNATURE:	/Erik K. Sivertson/
DATE SIGNED:	08/14/2018
Total Attachments: 9	
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ASSIGNMENT OF WORLDWIDE RIGHTS

WHEREAS, we, Frederic Tschanz, a citizen of Switzerland, residing in Pittsburgh, Pennsylvania; Diana Yanakiev, a citizen of United States, residing in Birmingham, Michigan; and Jur van den Berg, a citizen of United States, residing in San Francisco, California, as assignors, have made an invention entitled

“CONTROL METHOD FOR AUTONOMOUS VEHICLES”

(the “Invention”) as described in a patent application for U.S. Letters Patent bearing U.S. Serial No. 62/532,476, which was filed in the U.S. Patent and Trademark Office (the “Application”) on July 14, 2017; and U.S. Serial No. 15/697,368, which was filed in the U.S. Patent and Trademark Office (the “Application”) on September 6, 2017; and

WHEREAS, Uber Technologies, Inc. 1455 Market Street, 4th Floor, San Francisco, California 94103, a corporation organized and existing under the laws of the State of Delaware, as Assignee, is desirous of receiving and securing the entire right, title and interest in and to the Invention and the Application in all countries throughout the world. and in and to any Letters Patent or similar rights to be issued upon the Application, any application for Letters Patent or similar rights claiming priority to the Application in all countries throughout the world, and any Letters Patent or similar rights to be issued claiming priority to the Application in all countries throughout the world;

NOW, THEREFORE, be it known that for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, we, as Assignors, have assigned, transferred, conveyed, and set over, and do hereby assign, transfer, convey, and set over unto Assignee, its lawful successors and assigns, my entire right, title, and interest in and to the Invention and the Application now existing and in the future, all divisions, continuations, continuations-in-part, national-stage applications thereof, any applications claiming priority to the Application, and all Letters Patent of the United States which may be granted thereon, and all reissues and re-examination applications thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent or similar rights which may hereafter be filed for the Invention or claim priority to the Application in any foreign country and all Letters Patent or similar rights which may be granted on the Invention or application claiming priority to the Application in any foreign country, and all extensions, renewals, and reissues thereof, and any and all causes of action, claims, and demands and other rights for, or arising from, any infringement, breaches, or misappropriation, including past infringements, breaches, and misappropriations of the Invention or the Application, the right to take actions related to the rights and to assert any and all causes of action related to the Invention and the Application, including those accrued in Assignors’ favor for

infringement and misappropriation thereof, and the right to recover and have past, present, and future damages and profits for infringement and misappropriation, in all countries, territories and possessions throughout the world and throughout the universe in accordance with the laws thereof, to the full extent of such rights, and we hereby authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent or similar rights for the Invention or the Application to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed, and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting the Invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of the Invention in said Assignee, its successors and assigns, execute all divisional, continuation, reissue applications, and re-examination applications, and any applications claiming priority to the Application, and make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent and any other protection for the Invention in the United States and any other country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignors have executed this document on the date indicated

below.

DocuSigned by:
Frederic Tschanz
548BF5C83386453...
Frederic Tschanz

10/27/2017

Date

DocuSigned by:
Diana Yanakiev
8BC888F28A3244D...
Diana Yanakiev

10/30/2017

Date

Jur van den Berg

Date

UBER TECHNOLOGIES, INC.

INVENTION ASSIGNMENT AGREEMENT

Employee Name: Jur Van Den Berg

Effective Date: 8/19/2016

As a condition of my becoming employed (or my employment being continued) by Uber Technologies, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

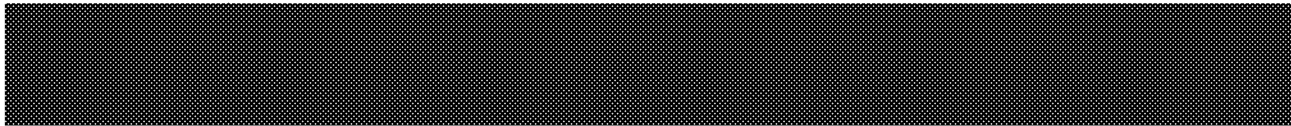
Relationship. This Agreement will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either re-employs me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

[Redacted]

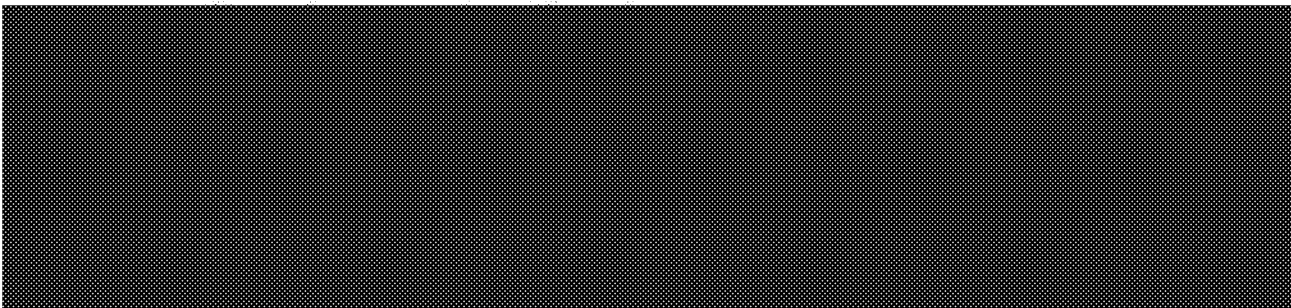
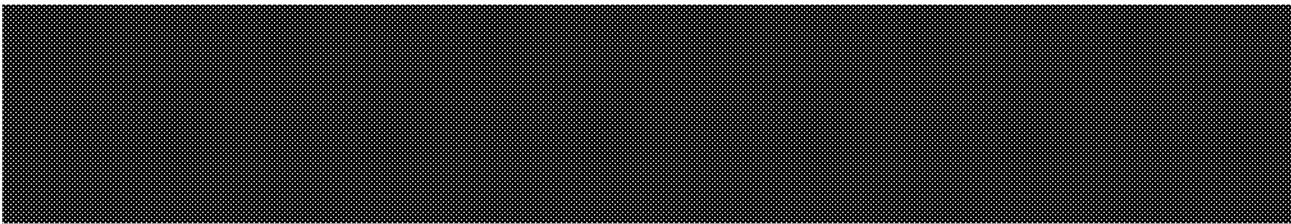
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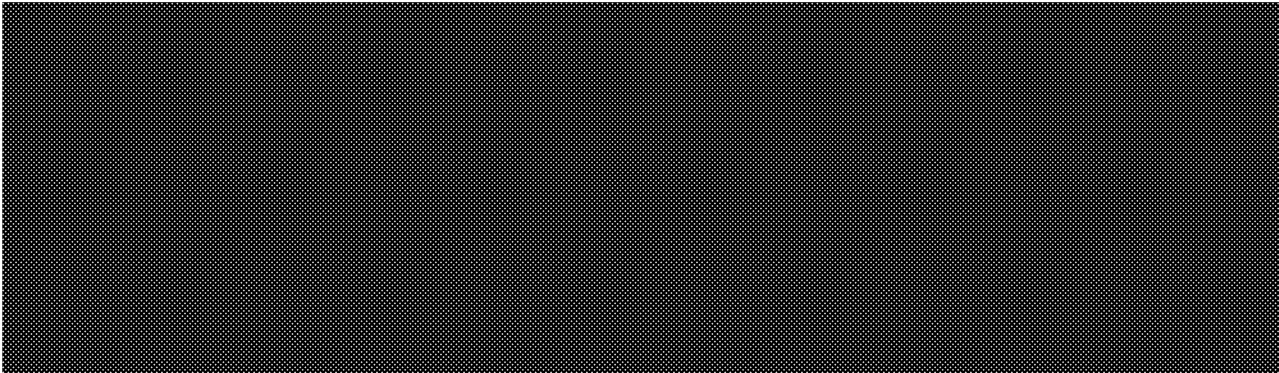


■ Ownership of Inventions.



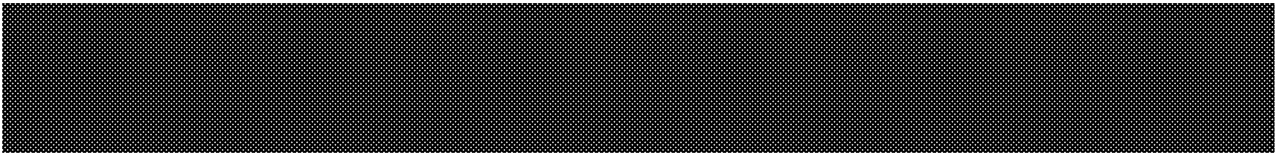
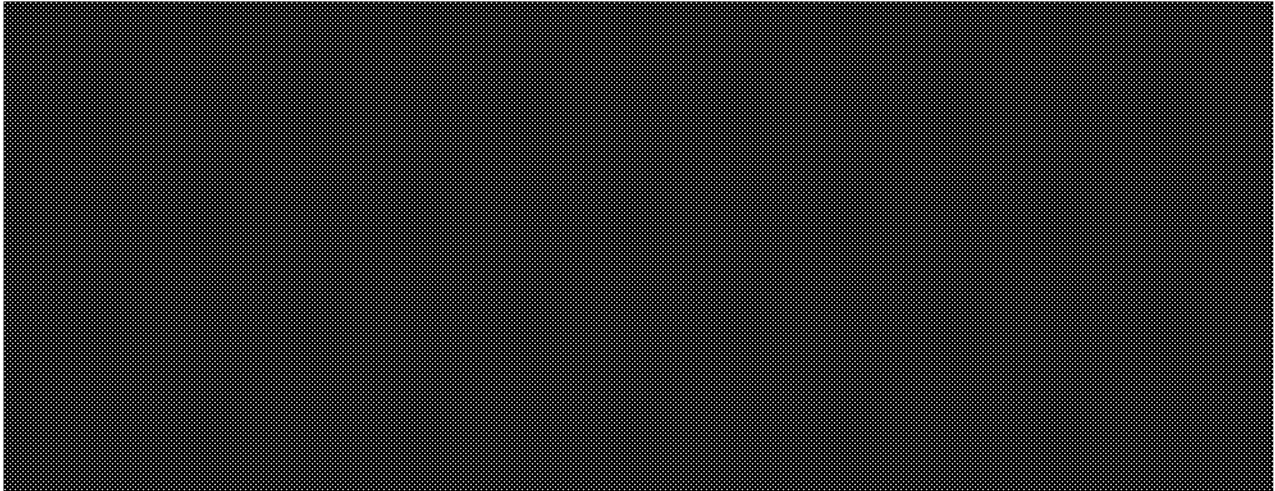
■ Inventions. I understand that “Inventions” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that “Company Inventions” means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4(g) below.

■ **Assignment of Company Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions.

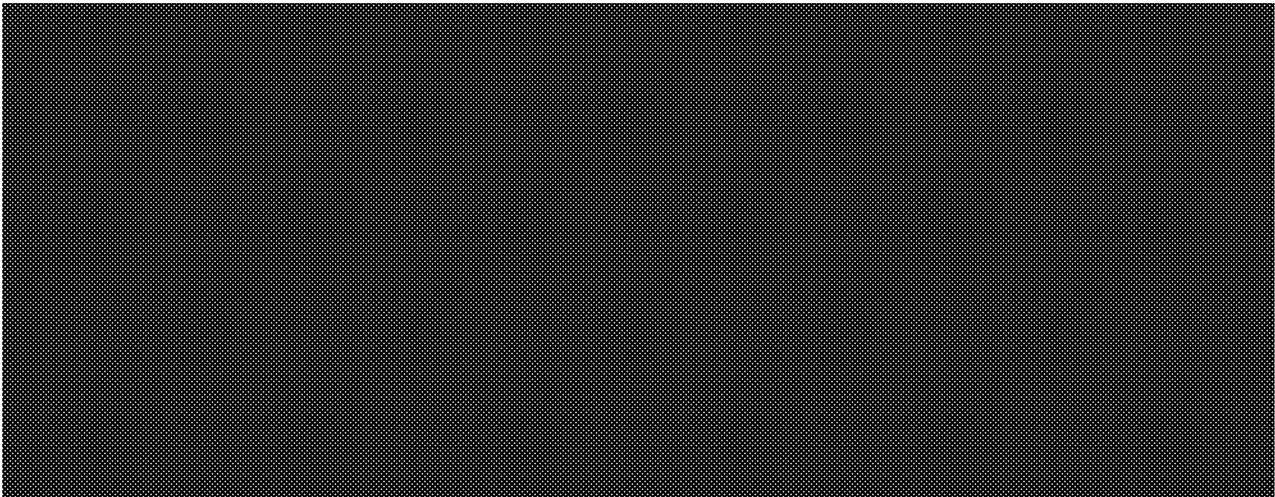


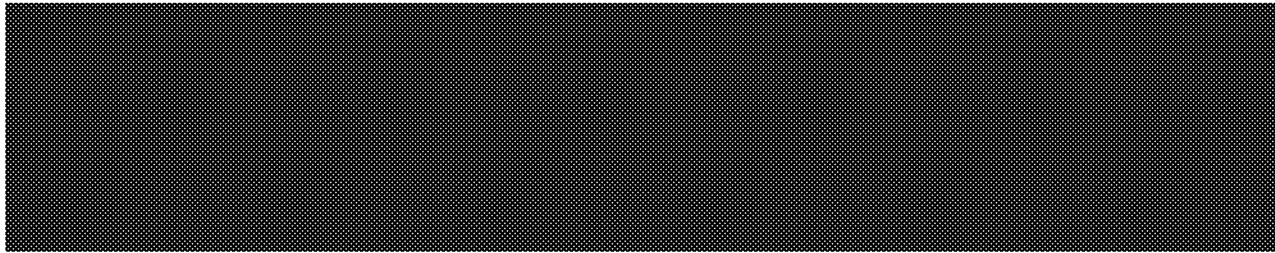
■ **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the Company and its duly authorized officers 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 application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

■ **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.



■ **Notice to Third Parties.** I understand and agree that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement.

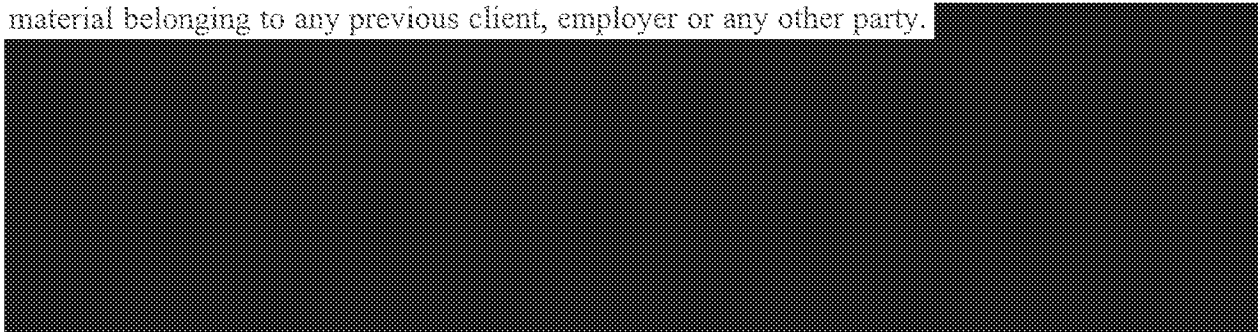




■ **Representations and Covenants.**

■ **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

■ **No Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party.



■ **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

■ **General Provisions.**

■ **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

■ **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that,

even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

■ **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

■ **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

■ **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

■ **ADVICE OF COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

COMPANY:

UBER TECHNOLOGIES, INC.

By: Ryan Graves
(signature)

Name: Ryan Graves
Title: Vice President of Operations

Address: 706 Mission Street, 9th Floor
San Francisco, CA 94103

EMPLOYEE:

Jur Van Den Berg, an Individual

Jur Van Den Berg
(signature)

Date: 8/19/2016

Address: 

EXHIBIT B

Section 2870 of the California Labor Code is as follows:

(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.