

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5161853

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SEBASTIAN BADEA | 08/08/2011 |
| RECEIVING PARTY DATA | |
| Name: | VISA INTERNATIONAL SERVICE ASSOCIATION |
| Street Address: | P.O. BOX 8999 |
| City: | SAN FRANCISCO |
| State/Country: | CALIFORNIA |
| Postal Code: | 94128 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16143977 |
| CORRESPONDENCE DATA | |
| Fax Number: | (412)471-4094 |
| <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: | 412-471-8815 |
| Email: | assignments@webblaw.com |
| Correspondent Name: | THE WEBB LAW FIRM / VISA INTERNATIONAL |
| Address Line 1: | ONE GATEWAY CENTER |
| Address Line 2: | 420 FT. DUQUESNE BLVD, SUITE 1200 |
| Address Line 4: | PITTSBURGH, PENNSYLVANIA 15222 |
| ATTORNEY DOCKET NUMBER: | 8223-1804898 (133US04) |
| NAME OF SUBMITTER: | CHRISTIAN D. EHRET, REG. NO. 69,743 |
| SIGNATURE: | /Christian D. Ehret/ |
| DATE SIGNED: | 09/27/2018 |
| Total Attachments: 6 | |
| source=Badea_Assignment#page1.tif | |
| source=Badea_Assignment#page2.tif | |
| source=Badea_Assignment#page3.tif | |
| source=Badea_Assignment#page4.tif | |
| source=Badea_Assignment#page5.tif | |



Proprietary Information and Inventions Agreement

As an employee of Visa, Inc. or any of its present or future subsidiaries, parent companies or affiliates (together, the "Company"), and in consideration of the compensation paid to me now or in the future, I enter into the following agreement (the "Proprietary Information Agreement") with the Company:

1. Maintaining Confidential Information

A. COMPANY AND THIRD PARTY INFORMATION

As an employee of the Company, I understand that the Company operates in a highly competitive environment, which requires the preservation of Confidential Information, and that I will have access to a wide range of Confidential Information that is valuable to the Company, its affiliates (including Visa Group and National Members), and third parties, such as the Company's customers, clients, parties in joint ventures, consultants, vendors and licensees.

Confidential information includes, without limitation, trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, technology, products, product specifications, techniques, inventions, discoveries, improvements, research, test results, databases, other original works of authorship, customer lists or other information related to customers or prospective customers, marketing or sales, business plans, strategies, forecasts, budgets, projections, other financial information, cardholder information, or other information pertaining to any business of the Company or any of its employees, customers, clients, members, joint venturers, vendors, licensees, consultants or third parties with whom it does business, which is not generally known to the competitors of the Company or the public that is either disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation or is learned, created or developed by me (solely or jointly) during my employment, whether or not during working hours.

During my employment with the Company and thereafter, I agree to keep such information confidential unless the Company agrees otherwise, in writing. I will not use confidential information either during or after my employment with the Company, except for the benefit of the Company, publish or disclose it to any other person, firm, or corporation.

I also agree to keep information belonging to third parties confidential, and will only use it to carry out work based on the Company's agreement with the third party.

B. THIRD PARTY CONFIDENTIAL INFORMATION

I will not use or disclose to the Company, nor induce the Company to use any confidential information belonging to a previous employer or other person. I have returned all confidential information and property of prior employers to such employers.

I confirm that the Company has not asked or encouraged me to disclose confidential information belonging to a previous employer or other person.

I represent that my signature on this Agreement, and my status as an employee of the Company, does not and will not breach any prior confidentiality agreements I have signed. I will not enter into any written or oral agreement that

conflicts with the provisions of this paragraph. I agree to indemnify, defend, and hold the Company harmless from losses or claims arising from any breach of my obligations in this paragraph.

I will not use or incorporate any intellectual property belonging to a third party or any "open source" software into any Employment Intellectual Property without having received prior written approval for such use or incorporation from the Visa legal department.

2. Assigning and Retaining Intellectual Property

A. INTELLECTUAL PROPERTY ASSIGNED TO THE COMPANY

During my employment with the Company, I recognize that I may solely or jointly conceive, develop, or reduce to practice a wide range of Employment Intellectual Property. I hereby assign all my right, title, and interest throughout the world to such Employment Intellectual Property to the Company or its designee. I waive and quitclaim to the Company any and all claims which I now or may have for infringement or other wrongful use of any rights in all such Employment Intellectual Property.

Employment Intellectual Property means inventions, original works of authorship, trademarks, service marks, trade dress, domain names, designs, formulae, processes, methods, developments, concepts, know-how, improvements, trade secrets, and/or other ideas, matters or things that are protectable under principles of law applicable to intellectual property (for example, laws protecting copyrights, patents, trademarks, trade names, trade dress, trade secrets and rights of privacy and publicity).

B. WORKS OF AUTHORSHIP

I UNDERSTAND THAT ORIGINAL WORKS OF AUTHORSHIP MADE BY ME (SOLELY OR JOINTLY) WITHIN THE SCOPE OF MY EMPLOYMENT THAT ARE PROTECTABLE BY COPYRIGHT ARE "WORKS MADE FOR HIRE," AS DEFINED IN THE UNITED STATES COPYRIGHT ACT (17 USCA SECTION 101).

C. INTERNET DOMAIN NAMES

I have listed on Exhibit A each Internet domain name that is registered in my name, or in the name of any person or entity that I own or control, as of the date of this Agreement. I agree that I will not, during the term of my employment with Company, register in my own name or participate in the registration in the name of any person or entity that I own or control, any domain name that: (1) consists, in whole or in part, of any trade name, trademark, service mark, product name, design or other indicia owned by or used by Company; (2) is likely to be confusingly similar to any such name, mark, design or indicia; or (3) contains the name of any director or officer of Company.

D. EXCEPTION TO ASSIGNMENTS.

I have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, trademarks, service marks, trade dress, domain names, designs, formulae, processes, methods, developments, concepts, know-how, improvements and trade secrets that were made by me prior to the commencement of my employment (collectively, the "Prior Inventions"), which belong solely to me or belong to me or jointly with another, and which relate in any way to any of the Company's present or proposed businesses, products or research and development and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions.

[I further understand that I am not obligated to assign anything that I create that meets all of the following criteria of Section 2870 of the California Labor Code (an "Invention")

- ◆ It was developed entirely on my own time.
- ◆ No equipment, supplies, facility, or trade secret of the Company was used in its development.
- ◆ At the time of its conception or reduction to practice, it did not relate to the Company's business nor to the Company's actual or demonstrably anticipated research or development.
- ◆ It did not result from any work I performed for the Company.

I will advise the Company promptly, in writing, of any Invention I believe meets the above criteria and is not otherwise disclosed on Exhibit A and provide evidence to substantiate that belief..

I understand that the Company agrees not to disclose, without my consent, any confidential information I provide relating to Inventions that qualify under the provisions of Section 2870 of the California Labor Code.

E. LICENSE GRANT.

If, in the course of my employment, I incorporate an Invention or Prior Invention into any Employment Intellectual Property or other Company product, service or process, I hereby grant Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, display, publicly perform, use, sell, distribute (including importing and/or exporting) and otherwise exploit such Invention or Prior Invention as part of or in connection with such Employment Intellectual Property or other Company product, service or process.

F. ASSISTANCE IN PROTECTING INTELLECTUAL PROPERTY

As requested by the Company, I agree to assist in obtaining, securing, maintaining, registering, perfecting, extending, defending, enforcing or otherwise protecting the Company's or its designees' ownership of and/or rights in the Employment Intellectual Property and any patents, copyrights, trademarks, domain names, 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 and the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which the Company or its designee shall deem necessary or desirable in order to secure such rights. My agreement to assist continues after the termination of my employment, in which case I understand that I may, in Company's sole discretion, be compensated at a reasonable rate for time spent on such assistance.

If mental or physical incapacity, or any other reason, prevents me from signing documents or otherwise providing the cooperation needed to obtain patent, copyright, trademark, domain name or other registrations, I irrevocably designate the Company and its duly authorized officers and agents as my agent and attorney in fact to act in my behalf to perform all acts needed to secure such registrations, issuance or assignment of patents, copyrights, trademarks, domain names with the same legal force and effect as if executed by me.

3. No Conflicting Employee Obligations

I am not a party to any written or oral employment agreement, non-competition agreement, non-solicitation agreement or other contract that:

- ◆ prohibits my employment with the Company
- ◆ conflicts with my obligations to use my best efforts to promote the Company's interests; or
- ◆ conflicts with the business conducted and/or proposed to be conducted by the Company.

I agree not to enter into any agreement, written or oral, that conflicts with the provisions of this paragraph. I agree to indemnify, defend, and hold the Company harmless from any losses or claims arising from any breach of my obligations in this paragraph

4. Company Property; Returning Company Documents

I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I agree that when I leave the Company's employment, I will deliver to the Company (and will not keep, copy, recreate or give any other person, firm, or corporation) any and all Company Documents developed by me during my employment or otherwise belonging to the Company, its successors and assigns, including but not limited to Confidential Information.

Company Documents include devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any of these items.

5. Non-Solicitation

I recognize that the Company expends substantial time, effort, and expense in assembling its staff. Therefore, during my employment and for a period of eighteen (18) months following termination of my employment with the Company, I agree not to directly or indirectly solicit Company employees or consultants for employment by me or any third party; nor urge them or cause them to be solicited to leave the Company.

6. General Provisions

A. CALIFORNIA LAW

This Agreement is governed by the laws of the State of California, without giving effect to the principles of conflicts of laws.

B. ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. I understand that:

- ◆ No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.
- ◆ Nothing in this Agreement implies any continued right to employment.

C. SEVERABILITY AND WAIVER

If one or more of the provisions of this Agreement are deemed void by law, the remaining provisions continue in full force and effect.

If the Company waives any breach of any provision of this Agreement, it will not act as or be interpreted as a waiver of any other or subsequent breach.

D. SUCCESSORS AND ASSIGNS

This Agreement is binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The provisions of this Agreement shall survive the termination of the employment relationship.

E. AT-WILL EMPLOYMENT

This Proprietary Information Agreement is not an employment agreement. I acknowledge that my employment with the Company is an at will employment relationship, which means that either I or the Company may terminate the employment relationship at any time, for any reason or no reason, without further notice, obligation or liability. Nothing in this Agreement or in any other Company documents I have signed shall be used to construe my employment relationship to be other than at will.

F. 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 and in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

ADVISE 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.

Date: 8/8/11

Signature: Sebastian Badea

24.130.57.18

NAME OF EMPLOYEE (PRINTED)

Exhibit A

“Prior Inventions” Other Intellectual Property Not Assigned to the Company

The following is a complete list of all patents, copyrights, trade secrets, trademarks, Internet domain names and other proprietary information in which I currently have an ownership interest:

1.

2.

3.

4.

5.

6.

7.

8.

..... Additional sheet(s) attached.

Date: 8/8/11

Signature: Sebastian Badea

24.130.57.18

Name of Employee (printed)

(Please forward the completed document to Human Resources, M1-5B, to be placed in the employee’s personnel file.)