

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5315287

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEOFFREY HENDREY	12/10/2001
RECEIVING PARTY DATA		
Name:	DECARTA INC.	
Street Address:	FOUR NORTH SECOND STREET	
Internal Address:	SUITE 950	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14831017
CORRESPONDENCE DATA		
Fax Number:	(650)938-5200	
<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:	6503357107	
Email:	cmedina@fenwick.com	
Correspondent Name:	RAJENDRA B. PANWAR	
Address Line 1:	FENWICK & WEST LLP	
Address Line 2:	801 CALIFORNIA STREET	
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041	
ATTORNEY DOCKET NUMBER:	20662-29651/US	
NAME OF SUBMITTER:	RAJENDRA B. PANWAR; REG NO 63165	
SIGNATURE:	/Rajendra Panwar/	
DATE SIGNED:	01/08/2019	
Total Attachments: 7		
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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 10622.0002-00000

Mail Stop Assignment Recordation Services

To the Director of the U.S. Patent and Trademark Office:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Geoffrey HENDRY

2. Name and address of receiving party(ies):

Name: deCarta Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

Street Address: Four North Second Street,
Suite 950

3. Nature of conveyance:

City: San Jose

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name

State: CA

Zip Code: 95113

☐ Joint Research Agreement☐ Government Interest Assignment

Additional name(s) & Address(es) attached?

☐ Executive Order 9424, Confirmatory License☒ Other: Employment Agreement☐ Yes☒ No

Execution Date: December 10, 2001

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):

13/468,979

B. Patent Number(s):

Additional numbers attached?

☐ Yes☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda J. Thayer (202) 408-4000

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 901 New York Avenue, N.W.

City: Washington, D.C.

State: Zip: 20001-4413

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) and 3.41): \$40

☐ Enclosed (Please charge deficiency or credit overpayment to deposit account 06-0916)☒ Authorized to be charged to deposit account

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signed:



Linda J. Thayer, Reg. No. 45,681

March 25, 2013

Date

Total number of pages including cover sheet, attachments and documents: 7

6/2007

700502919

PATENT
REEL: 030965 FRAME: 0088

**EMPLOYEE CONFIDENTIAL INFORMATION
AND
INVENTIONS AGREEMENT**

I, GEOFFREY HENDREY, hereby agree with, and for the benefit of Telcontar, a California corporation (the "Company") as follows:

PURPOSE OF THE AGREEMENT

I wish to be employed by the Company, and the Company wishes to employ me, provided that, in so doing, it can protect its trade secrets and inventions, ideas, information, business, and good will.

In consideration of this purpose, and the mutual promises in this Agreement, effective my hire date of 12-16-01, I agree as follows:

1. Term.

- (a) My employment with the Company is an at-will relationship that may be terminated by either the Company or me with or without cause for any reason whatsoever at any time upon notice to the other party.
- (b) If my employment is terminated for any reason, I will be entitled only to the compensation earned by me as of the date of termination.

- 2. Confidential Information.** I will hold in confidence during the term of my employment and for ten years after the termination of my employment all Confidential Information of the Company and all Confidential Information of companies or persons other than the Company given to the Company under an agreement or understanding prohibiting its disclosure, and I will not use any such Confidential Information except to perform my duties as an employee, officer or director of the Company. "Confidential Information" refers to valuable technical or business information that is not known by the public. By way of example, Confidential Information may include information relating to inventions or products, research and development activities, requirements and specifications of specific customers and potential customers, nonpublic financial information and quotations or proposals given to customers.

These restrictions on disclosure do not apply if (i) the information is or becomes publicly known through no wrongful act on my part, (ii) I already knew the information prior to the time I began employment with the Company, other than by disclosure to me by the Company, (iii) I received the information without any wrongdoing from someone outside the Company who does not have an obligation to keep the information confidential, (iv) the information is explicitly approved for release by an officer of the Company, or (v) the information is disclosed pursuant to the requirement of a governmental agency.

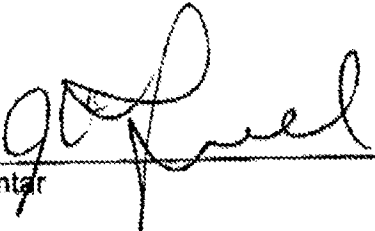
3. **Disclosure and Assignment of Inventions.** I will promptly disclose and assign to the Company my entire right, title and interest in all Inventions. "Inventions" include (a) all technical or business innovations and works of authorship (including software), whether or not patentable or copyrightable, made by me during the term of my employment with the Company, whether before or after the date set forth below, and (b) all technical or business innovations and works of authorship (including software), whether or not patentable or copyrightable, based upon the Company's Confidential Information and made by me after leaving the Company's employ. I will keep adequate written records of all Inventions made by me, such as notebooks, sketches, program listings and the like, which are the property of the Company. Notwithstanding the foregoing, I am not required to assign to the Company, although I must disclose, any Inventions: (a) for which no equipment, supplies, facilities or Confidential Information of the Company were used and which were developed entirely on my own time, (b) which at the time of conception or reduction to practice did not relate directly to the business of the Company or the Company's actual or demonstrably anticipated research or development, and (c) which did not result from any work I performed for the Company. The disclosure of such Inventions must be made so that the parties can make a determination whether such Inventions do in fact qualify for exclusion from assignment to the Company. I will take all steps necessary to assist the Company in securing any patents, copyrights or other protection for Inventions which I am required to assign to the Company as provided above. If I am unable or unwilling, whether during my employment or after termination, to sign any papers needed to apply for or pursue any patent or copyright registrations for Inventions, I agree that the Company is my attorney-in-fact for that purpose and can sign such papers as my agent and take any other actions necessary to pursue these registrations.
4. **List of Inventions I Own.** I have attached as Exhibit A a list of inventions I own, which is a complete list of all technical or business innovations I own either alone or jointly with others on the date of this Agreement. I agree that I will not incorporate any of these prior inventions into products being developed for the Company without the prior knowledge and written consent of the Company. Should the Company wish to use any of my inventions in its business, the Company will negotiate with me for a purchase of or license to use such inventions on mutually agreeable terms. If no such list is attached, I represent that I do not own any inventions at the time of signing this Agreement.
5. **Tangible Materials.** All tangible materials that incorporate Confidential Information are the Company's property, and I will give all these materials back to the Company at the termination of my employment or earlier upon the Company's request.
6. **Solicitation of Employees.** I understand that information about the Company's employees, such as their skills, performance ratings, and salary histories, constitutes Confidential Information owned by the Company. I agree that, for a period of twelve (12) months after termination of my employment for any reason, I will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or attempt to do any of these things, whether on my own behalf or on behalf of any other person, since to do so would necessarily involve using Confidential Information.

7. **Termination.** In the event of termination of my employment for any reason, I agree to sign and deliver the "Termination Certification" attached to this Agreement as Exhibit B. I also agree that the Company may give notice to my new employer of my duties under this Agreement.
8. **Performance and Duty of Loyalty.** During my employment with the Company, I will devote my time and efforts to my assigned duties and the operations of the Company in accordance with the Company's policies and regulations, some of which may be contained in an employee handbook or practices and procedures manual or the like. I understand that such handbooks and manuals are merely management guidelines which may be changed by the Company from time to time, and that they do not constitute part of a contract of employment between myself and the Company. During my employment with the Company, I will not engage in any business activity (either for my own profit or anyone else) that competes with the Company's business.
9. **Duties to Third Parties.** I represent that, to the best of my knowledge, compliance with the terms of this Agreement will not violate any duty that I may have to anyone other than the Company (such as a former employer) to keep such person's proprietary information in confidence or to refrain from using that person's patents or copyrights. If at any time during my employment with the Company, I am asked by the Company to perform work which I believe may cause me to violate a duty I have to someone other than the Company, I will immediately inform an officer of the Company so that an assessment of the situation may be made. I also agree that I will not, during my employment with the Company, bring onto the Company's premises, use or disclose to the Company any proprietary information or trade secrets of any former employer or any other person without that person's consent.
10. **Arbitration and Equitable Relief.**
 - (a) **Arbitration.** Except as provided in Section 10(b) below, any and all disputes or controversies arising out of this Agreement or my employment with the Company will, at my option or the Company's option, be submitted to an arbitration to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.


The arbitrator's judgment will be binding and may be entered in any court having jurisdiction. The non-prevailing party will bear the expenses of the arbitration, or such smaller portion as the arbitrator may decide. This clause will not prevent the Company or myself from seeking injunctive relief where appropriate.
 - (b) **Equitable Remedies.** I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 2, 3 and 6 herein. Accordingly, I agree that if I breach any of such Sections, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach of threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief.

11. **Miscellaneous.** This is the only agreement between the Company and myself about confidential information and the ownership of inventions, and may not be modified, amended or terminated, in whole or part, except in a writing signed by me and by an officer of the Company. Any later change in my title, compensation or duties will not affect this Agreement. This Agreement will survive termination of my employment for any reason, and will continue for the benefit of and will be binding upon the successors, assigns, heirs and legal representatives of the Company and myself. Any waiver by the Company of a breach of any of the obligations of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me. In the event any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement will be governed by the laws of the State of California governing contracts between residents to be performed in the State of California.

Telcontar


Telcontar

EMPLOYEE


Signature

CEO
Title

GEOFFREY HENDREY
Printed Name

EXHIBIT A**List of Prior Inventions**

I have listed all my prior inventions on this page:

Date of Invention

Description of Invention

10 patents filed
1 provisional patent
application

—B Since NONE APPROVED
YET, TOTAL PRIOR
INVENTIONS = 0 ?

_____ No Inventions or improvements

_____ Additional sheets attached

GEOFFREY HENDREY
(Printed Name)

EXHIBIT B**Termination Certificate**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, computer programs or listings, other documents or property, or any reproductions of any of these materials belonging to Telcontar, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Employee Confidential Information and Inventions Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined in that agreement) conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Employee-Confidential Information and Inventions Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to inventions or products, including but not limited to unannounced products, research and development activities, requirements and specifications of specific customers and potential customers, nonpublic financial information, and quotations or proposals given to customers, including any information disclosed to the Company in confidence by any third party.

I further agree that for twelve (12) months from this date, I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

Signature

Printed Name

Date