

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5434779

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MIHAI CIUC	03/15/2018
STEFAN PETRESCU	02/01/2003
EMANUELA HALLER	03/14/2018
FLORIN OPREA	03/13/2018
ALEXANDRU NICOLAESCU	03/13/2018
FLORIN NANU	02/01/2003
IULIAN PALADE	03/13/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FOTONATION LIMITED
<b>Street Address:</b>	CLIONA, BUILDING ONE PARKMORE
<b>Internal Address:</b>	EAST BUSINESS PARK BALLYBRIT
<b>City:</b>	GALWAY
<b>State/Country:</b>	IRELAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15912946
<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>Email:</b>	patentlegal@xperi.com
<b>Correspondent Name:</b>	XPERI CORPORATION
<b>Address Line 1:</b>	3025 ORCHARD PARKWAY
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95134
<b>ATTORNEY DOCKET NUMBER:</b>	IO002-0613-US-01
<b>NAME OF SUBMITTER:</b>	JENNIFER KOSTIC
<b>SIGNATURE:</b>	/JENNIFER KOSTIC/
<b>DATE SIGNED:</b>	03/21/2019
<b>Total Attachments: 21</b>	

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**COMBINED DECLARATION UNDER 37 CFR 1.63 AND ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I, an ASSIGNOR named below,

Mihai CIUC of Bucharest, Romania  
Stefan PETRESCU of Bucharest, Romania  
Emanuela HALLER of Bucharest, Romania  
Florin OPREA of Bucharest, Romania  
Alexandru NICOLAESCU of Bucharest, Romania  
Florin NANU of Bucharest, Romania  
Iulian PALADE of Bucharest, Romania

hereby sell, assign and transfer to

ASSIGNEE: **FOTONATION LIMITED**, an Irish corporation having a place of business at Cliona Building One Parkmore East Business Park Ballybrit Galway, Ireland

its successors, assigns and legal representatives, my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention(s) disclosed in:

- U.S. Patent Application executed on or about the date of this Assignment,
- U.S. Patent Application executed on \_\_\_\_\_, or
- U.S. Patent Application No.: 15/912,946 filed on March 6, 2018
- International Application No.: PCT/ \_\_\_\_\_ filed on \_\_\_\_\_

ENTITLED: **FACIAL FEATURES TRACKER WITH ADVANCED TRAINING FOR NATURAL RENDERING OF HUMAN FACES IN REAL-TIME**

and naming as

INVENTOR(S): **Mihai CIUC, Stefan PETRESCU, Emanuela HALLER, Florin OPREA, Alexandru NICOLAESCU, Florin NANU and Iulian PALADE**

including without limitation, my entire right, title and interest in and to any and all United States and foreign applications (including any and all provisional, international, regional and foreign national applications) for said invention(s), including non-provisionals, divisions, continuations, continuations-in-part, renewals, substitutes and extensions thereof, and in and to any and all patents of every country or region that may be granted or have been granted for said invention(s), including any reissues and reexaminations thereof.

Assignors hereby grant limited power of attorney to the attorneys/agents associated with Customer No. 79220 to update this document, as necessary, with an application number and a filing date for the above-referenced application.

**OATH/DECLARATION**

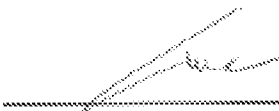
This Assignment may also serve as an oath or declaration in accord with 37 C.F.R. § 1.63(e) and, as such, as an inventor executing below, I do hereby state that I believe I am the original inventor or an original joint inventor of an invention claimed in any above-identified U.S. Patent Application or International Application designating the United States and do hereby state that such application is and 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 authorize ASSIGNEE to apply for patents of foreign countries for said invention(s), and to claim all rights of priority without further authorization from me.

I agree to execute any and all papers useful in connection with any and all U.S. and foreign applications (including international, regional, and foreign national applications), and generally to do everything possible to aid ASSIGNEE, its successors, assigns and nominees, at their request and reasonable expense, in obtaining and enforcing patents for said invention(s) in all countries.


I hereby covenant that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks to issue any U.S. Letters Patent that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

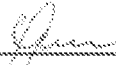
Executed on March 15, 2018 by   
Date Mihai CIUC

Executed on \_\_\_\_\_ by \_\_\_\_\_  
Date Stefan PETRESCU


Executed on March 14, 2018  
Date

by   
Emanuela HALLER

Executed on MARCH 13, 2018  
Date

by   
Florin OPREA

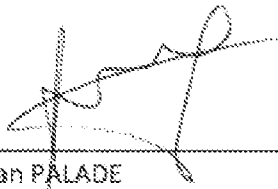
Executed on MARCH 13, 2018  
Date

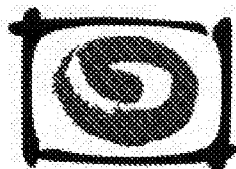
by   
Alexandru NICOLAFESCU

Executed on \_\_\_\_\_  
Date

by \_\_\_\_\_  
Florin NANU

Executed on MARCH 13, 2018  
Date

by   
Iulian PALADE



FOTONATION SOFTWARE, INC.

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

For: FLORIN HANU

As a condition of my becoming employed (or my employment being continued) or retained as a consultant (or my consulting relationship being continued) by the Company, and in consideration of my employment or consulting relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

**1. Definitions**

1.1 "Company":

FotoNation, Inc., a Delaware corporation, together with any of its current or future subsidiaries, in the US or in any other country, affiliates, successors or assigns.

1.2 "Relationship":

Any employment or consulting relationship between the Company and me, whether commenced prior to or upon the date of this Agreement.

1.3 "Confidential Information":

Any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship, whether or not during working hours. "Confidential Information" includes, but is not limited to, 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 is proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. Furthermore, Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.



1.4 "Prior Innovation" (collectively referred to as "Prior Innovations"):

All inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship.

1.5 "Invention" (collectively referred to as "Inventions"):

All inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am employed by or a consultant of the Company.

## **2. Employment or Consulting Relationship.**

I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or in a consulting relationship with, or the duration of my employment or consulting relationship with, the Company under any existing agreements between the Company and me or under applicable law.

## **3. At-Will Employment.**

I and the Company understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

## **4. Confidential Information.**

(a) **Company Information.** I agree at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. (b) **Other Employer**

**Information.** I represent that my performance of all terms of this Agreement as an employee or consultant of the Company have not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship with the Company, and I will not disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous or present (in case I am a consultant) employer or any other party.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and



to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

## 5. Inventions and Innovations.

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list of Prior Innovations, which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's 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 Innovations. If, in the course of my Relationship with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Innovations.** 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 Inventions. I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary (if I am an employee) or by such amounts paid to me under any applicable consulting agreement or consulting arrangements (if I am a consultant), unless regulated otherwise by the mandatory law of the state of Delaware.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

(d) **Assistance in Patent and Copyright Rights Matters.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions Innovations 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 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 shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such 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 after the termination of my Relationship until the expiration of the last such intellectual property right to expire in any country of the world provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions 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 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 patent or copyright registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company.

## **6. Returning Company Documents.**

I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

## **7. Notification to Other Parties.**

(a) **Employees.** In the event that my employment with the Company terminates, I hereby consent to notification by the Company to notify my new employer about my rights and obligations under this Agreement.

(b) **Consultants.** I hereby grant consent to notification by the Company to notify any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.



## **8. Solicitation of Employees, Consultants and Other Parties.**

I agree that during the term of my Relationship with the Company, and for a period of twelve (12) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, for a period of twelve (12) months following termination of my Relationship with the Company for any reason, with or without cause, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my Relationship with the Company.

## **9. Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts.** I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

## **10. General Provisions.**

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

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification 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. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.



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

(e) **Survival.** The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) **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.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

EMPLOYEE/CONSULTANT:

FOTONATION INC.

Signature



By: IONESCU CRISTINA

Title: GENERAL MANAGER

Date: 1 FEBRUARY 2003

Initials AND Signature

FN Wan H  
Initials AND Signature

FLORIN MANU  
Printed Name

Date: 1 FEBRUARY 2003



## EXHIBIT A

### of FOTONATION, INC CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

#### LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP EXCLUDED FROM SECTION 5

*(to be filled when agreement is executed)*

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>

\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

Signature of Employee/Consultant: \_\_\_\_\_

Print Name of Employee/Consultant: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B**

of FOTONATION, INC. CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT

**TERMINATION CERTIFICATION**

*(to be signed only on termination and not when agreement is executed)*

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, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Fotonation Software, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company").

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

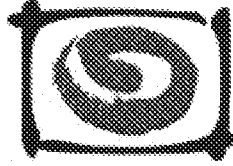
I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certificate, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, for a period of twelve (12) months from the date of this Certificate, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my relationship with the Company.

.....  
(Employee's Signature)

.....  
(Type/Print Employee's Name)

Date: .....



FOTONATION SOFTWARE, INC.

CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT

For: PETRESCU STETAN MIHAIL

As a condition of my becoming employed (or my employment being continued) or retained as a consultant (or my consulting relationship being continued) by the Company, and in consideration of my employment or consulting relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

## 1. Definitions

### 1.1 "Company":

FotoNation, Inc., a Delaware corporation, together with any of its current or future subsidiaries, in the US or in any other country, affiliates, successors or assigns.

### 1.2 "Relationship":

Any employment or consulting relationship between the Company and me, whether commenced prior to or upon the date of this Agreement.

### 1.3 "Confidential Information":

Any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship, whether or not during working hours. "Confidential Information" includes, but is not limited to, 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 is proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. Furthermore, Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.



1.4 "Prior Innovation" (collectively referred to as "Prior Innovations"):

All inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship.

1.5 "Invention" (collectively referred to as "Inventions"):

All inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am employed by or a consultant of the Company

## **2. Employment or Consulting Relationship.**

I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or in a consulting relationship with, or the duration of my employment or consulting relationship with, the Company under any existing agreements between the Company and me or under applicable law.

## **3. At-Will Employment.**

I and the Company understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

## **4. Confidential Information.**

(a) **Company Information.** I agree at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. (b) **Other Employer Information.** I represent that my performance of all terms of this Agreement as an employee or consultant of the Company have not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship with the Company, and I will not disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous or present (in case I am a consultant) employer or any other party.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and





to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

## 5. Inventions and Innovations.

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list of Prior Innovations, which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's 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 Innovations. If, in the course of my Relationship with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Innovations.** 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 Inventions. I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary (if I am an employee) or by such amounts paid to me under any applicable consulting agreement or consulting arrangements (if I am a consultant), unless regulated otherwise by the mandatory law of the state of Delaware.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

(d) **Assistance in Patent and Copyright Rights Matters.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions Innovations 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 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 shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such 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 after the termination of my Relationship until the expiration of the last such intellectual property right to expire in any country of the world provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering inventions 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 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 patent or copyright registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company.

## **6. Returning Company Documents.**

I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

## **7. Notification to Other Parties.**

(a) Employees. In the event that my employment with the Company terminates, I hereby consent to notification by the Company to notify my new employer about my rights and obligations under this Agreement.

(b) Consultants. I hereby grant consent to notification by the Company to notify any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.



## **8. Solicitation of Employees, Consultants and Other Parties.**

I agree that during the term of my Relationship with the Company, and for a period of twelve (12) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, for a period of twelve (12) months following termination of my Relationship with the Company for any reason, with or without cause, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my Relationship with the Company.

## **9. Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts.** I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

## **10. General Provisions.**

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

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification 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. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.



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

(e) Survival. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) 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.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

EMPLOYEE/CONSULTANT:

FOTONATION INC.

[Signature]  
Signature

SM [Signature]  
Initials AND Signature

By: LOVESCU CRISTINA

LOVESCU STEFAN MIHAIL  
Printed Name

Title: GENERAL MANAGER

Date: 1<sup>st</sup> FEBRUARY 2003

Date: 1<sup>st</sup> FEBRUARY 2003





## EXHIBIT A

of FOTONATION, INC. CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED FROM SECTION 5**

*(to be filled when agreement is executed)*

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>

\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

Signature of Employee/Consultant: \_\_\_\_\_

Print Name of Employee/Consultant: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B**

of FOTONATION, INC. CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT

**TERMINATION CERTIFICATION**

*(to be signed only on termination and not when agreement is executed)*

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, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to FotoNation Software, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company").

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

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certificate, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, for a period of twelve (12) months from the date of this Certificate, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my relationship with the Company.

.....  
(Employee's Signature)

.....  
(Type/Print Employee's Name)

Date: .....