# 505410188 04/03/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5456978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
DUSTIN GARVEY	07/20/2018
AMIT GANESH	01/26/1996
URI SHAFT	07/17/2018
PRASAD RAVURI	07/17/2018
SAMPANNA SHAHAJI SALUNKE	07/17/2018
LONG YANG	07/17/2018
SUMATHI GOPALAKRISHNAN	07/18/2018
TIMOTHY MARK FRAZIER	07/18/2018
SHRIRAM KRISHNAN	07/17/2018

# **RECEIVING PARTY DATA**

Name:	ORACLE INTERNATIONAL CORPORATION
Street Address:	500 ORACLE PARKWAY, M/S 50P7
City:	REDWOOD SHORES
State/Country:	CALIFORNIA
Postal Code:	94065

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16042971

# **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 408-664-6475

Email: Tamara@Invokeip.com
Correspondent Name: TAMARA RUEDA

Address Line 1: 84 W. SANTA CLARA STREET, SUITE 500

Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:R00382NPNAME OF SUBMITTER:TAMARA RUEDA

PATENT 505410188 REEL: 048787 FRAME: 0236

/Tamara Rueda/		
04/03/2019		
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500 Oracle Parkway Redwood Shores California 94065 Phone 415.506.7000 Fax 415.506.7200

## PROPRIETARY INFORMATION AGREEMENT

Oracle Corporation ("Oracle") develops, markets, licenses, and distributes certain computer software products. Oracle also provides technical support, consultation, training and educational services relating to those software products.

I am or wish to be employed by Oracle in a capacity in which I will or may receive confidential information which is of value to Oracle. I therefore agree to abide by the following terms and conditions:

My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature which gives Oracle a competitive edge in its business. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information."

Proprietary Information includes without limitation:

- All software developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, data, bug reports and customer information.
- b. Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of Oracle.
- c. Any information or material not described above which relates to Oracle's inventions, technological developments, "know how," purchasing, accounting, merchandising, or licensing.
- d. Any information of the type described above which Oracle has a legal obligation to treat as confidential, or which Oracle treats as proprietary or designates as confidential, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence. I will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle.

- 2. My performance as an employee of Oracle will not breach any agreement to keep in confidence the proprietary information of a former employer. I have not brought any proprietary information of a former employer to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer unless I have obtained written authorization from my former employer.
- 3. I will promptly disclose to Oracle all ideas, processes, inventions, modifications, and improvements (collectively referred to as "Discoveries") relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

All such Discoveries shall be the sole and exclusive property of Oracle. I also agree to execute without receiving additional compensation: (a) any formal documents necessary to assign any discoveries to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce Oracle's rights in such Discoveries. These obligations shall continue beyond the termination of employment with respect to Discoveries I conceive or make during the period of my employment.

This provision does not apply to Discoveries which qualify fully under the provisions of section 2870 of the California Labor Code, which states:

- (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.
  - (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.

If I now intend to remove from the operation of this agreement any Discoveries which I intend to make while employed by Oracle, I have identified them on Exhibit A attached hereto. If nothing is listed on Exhibit A or I have not attached an Exhibit A, I warrant that I do not intend to remove from the operation of this agreement any such Discoveries that I make during my employment with Oracle.

- 4. I will not during my employment with Oracle work in any competing business without Oracle's express written consent.
- 5. I will not recruit or hire any Oracle employee for six months after termination of my employment with Oracle without Oracle's express written consent.
- I shall upon termination of my employment with Oracle and upon Oracle's request reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
- 7. I will upon termination of my employment with Oracle return all property belonging to Oracle including without limitation all Proprietary Information, documents, software, discs, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, moderns, other hardware, telephones, credit cards, and/or company automobile upon termination of my employment with Oracle.
- 8. I understand and agree that my employment with Oracle is terminable "at will." I may quit at any time with or without notice, and Oracle may terminate my employment at any time with or without notice. Neither Oracle nor I make any promise that employment will continue for a set period of time or that employment will be terminated only under particular circumstances.
- 9. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in any state or federal court located in San Francisco or San Mateo County, California. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding. The foregoing shall not limit the right of either party to commence any legal action or to obtain execution of judgment in any other appropriate jurisdiction.
- 10. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
- 11. This agreement sets forth the entire agreement between me and Oracle with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. This agreement may be changed only by an agreement in writing between me and Oracle.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions, and obligations set forth above.

Signature: AMIT GANESH Date: 01/26/96

070590

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual (referred to herein as the "INVENTOR") hereby assigns, transfers, and sets over to:

**Oracle International Corporation** 

having the following address:

500 Oracle Parkway, M/S 50P7, Redwood Shores, CA 94065

(referred to herein as "COMPANY"), its successors, and assigns, the entire right, title, and interest, worldwide, in and to the invention known by the following title:

Artificial Intelligence Driven Configuration Management

for which the undersigned has/have executed an application for patent in the United States of America on or about this same day, together with said patent application, all corresponding provisionals, all divisionals, continuations, in-part, reissues, and extensions thereof, and all Letters Patent (domestic and foreign) which may be granted therefor. Such interest represents the entire ownership of said applications and Letters Patent when granted and is to be owned by COMPANY, its successors, and assigns, or their legal representatives, for the full and entire term for which such Letters Patent may be granted or extended, as fully and entirely as the same would have been enjoyed by the INVENTOR if this assignment had not been made. In addition, the undersigned INVENTOR hereby agrees:

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  COMPANY;
- To execute all papers and documents and to perform all lawful acts which may be necessary in connection with claims to priority or otherwise under the International Convention for the Protection of Industrial Property or similar treaties or agreements;
- 3. To perform all lawful affirmative acts which may be necessary to obtain the grant of a valid and enforceable patent to COMPANY.

The undersigned INVENTOR each hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States to issue any and all Letters Patent resulting from said application, including without limitation any division, continuation, continuation-in-part, or reissue thereof to COMPANY.

The undersigned INVENTOR each hereby grant to the COMPANY the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for the recordation of this document.

IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

, Dustin Garvey	/ 7/20/2018
Inventor Name: DUSTIN GARVEY	Date

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after</u> execution:

U.S. Patent Application Serial No.: 16/042,971

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual (referred to herein as the "INVENTOR") hereby assigns, transfers, and sets over to:

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IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

, Uni Shaft	7/17/2018		
Inventor Name: URI SHAFT	Date		

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after</u> execution:

U.S. Patent Application Serial No.: 16/042,971

Filing Date: 07/23/2018

Attorne	v Docket i	No. R00382NP
ALLUITIE	y Docket i	VO. RUUSGZIVE

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IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

/ Prasad Kavuni	7/17/2018 /
Inventor Name: PRASAD RAVURI	Date

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after execution</u>:

U.S. Patent Application Serial No.: 16/042,971

Attorne	v Docket	No F	2003	82NF

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual (referred to herein as the "INVENTOR") hereby assigns, transfers, and sets over to:

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IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

/ Sampanna S. Salunke 7/17/2018
Inventor Name: SAMPANNA SHAHAJI SALUNKE Date

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after</u> execution:

U.S. Patent Application Serial No.: 16/042,971

Attornev Docket No. R00382NP	Attorney	Docket	No F	R00382NP
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IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

long Yang	7/17/2018
Inventor Name: LONG YANG	Date

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after</u> execution:

U.S. Patent Application Serial No.: 16/042,971

Attorney	v Docket	No I	R00:	382NF

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IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

/ Sumathi Gopalakrishnan 7/18/2018
Inventor Name: SUMATHI GOPALAKRISHNAN Date

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after</u> execution:

U.S. Patent Application Serial No.: 16/042,971

Filing Date: 07/23/2018

Attorney	Docket	No I	R00382NP
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IN WITNESS WHEREOF, this Assignment has been executed by the undersigned individual on the date appearing by such individual's signature:

/ Timothy M. Frazier / 7/18/2018
Inventor Name: TIMOTHY MARK FRAZIER Date

When this Assignment is <u>not</u> filed concurrently with the patent application, the following identifying information may be added <u>after execution</u>:

U.S. Patent Application Serial No.: 16/042,971

Attorne	v Docket	No. F	20038	32NF

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual (referred to herein as the "INVENTOR") hereby assigns, transfers, and sets over to:

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, Shriram Erishman	7/17/2018 /
Inventor Name: SHRIRAM KRISHNAN	Date

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U.S. Patent Application Serial No.: 16/042,971

Filing Date: 07/23/2018

PATENT REEL: 048787 FRAME: 0247

RECORDED: 04/03/2019