

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5459200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ETHAN SCHUCHMAN	05/15/2006
RECEIVING PARTY DATA	
Name:	INTEL CORPORATION
Street Address:	2200 MISSION COLLEGE BOULEVARD
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14971904
CORRESPONDENCE DATA	
Fax Number:	
<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:	4086750441
Email:	ndwe_docketing@cardinal-ip.com
Correspondent Name:	NDWE LLP/INTEL C/O CPA GLOBAL
Address Line 1:	900 2ND AVENUE SOUTH, SUITE 600
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	42P84361
NAME OF SUBMITTER:	SCOTT A. SIMMONS
SIGNATURE:	/Scott A. Simmons, 60,206/
DATE SIGNED:	04/04/2019
Total Attachments: 1	
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EMPLOYMENT AGREEMENT

In exchange for being employed by Intel Corporation ("Intel") or any of its subsidiaries, affiliates or successors (collectively, the "Intel Group"), I agree that:

- General Consideration.** While working for any company in the Intel Group, I will perform my assigned duties and comply with all Intel Group policies, procedures, guidelines, rules, and instructions, including Intel's Corporate Business Principles. The company within the Intel Group that is my employer is referred to in this Agreement as "Employer."
- Prior Third Party Information.** I represent that I do not possess, have not brought, and will not bring to the Intel Group, nor use in the course of the performance of my duties, at the Intel Group, any proprietary or confidential information of any former employer or third party without their written authorization.
- Confidential Information.** At all times, both during and after my employment with any company in the Intel Group, I will not use (except for the benefit and at the direction of the Intel Group) and will hold in confidence and not disclose (without written authorization from a company in the Intel Group, except to the extent I am authorized to do so in the course of my duties) any proprietary information or trade secret (technical, marketing, planning, financial, personnel or otherwise) of the Intel Group or any third party to which I gain access pursuant to my employment, until such information becomes generally and rightfully known outside the Intel Group without non-disclosure restriction, or for the maximum period of time for maintaining trade secrets as permitted by law in the jurisdiction at which I am employed if such period is shorter. I agree not to make unauthorized copies of such confidential information and to return to the Intel Group immediately upon my termination or upon request by my Employer or any other company in the Intel Group all tangible forms of such confidential information, including but not limited to drawings, computerized data or programs, specifications, documents, devices, models, employee lists, customer lists or phone books, or any other Intel Group confidential information. I will, at all times, treat third parties' confidential information, to which I have access during my employment by any company in the Intel Group, as if it were Intel confidential information unless I have been advised of the need to treat that third parties' confidential information differently, in which event I agree to treat such third parties' confidential information in the manner to which I have been advised. I agree that any breach, violation or evasion of this provision will result in immediate and irreparable injuries and harm to the Intel Group, and I agree that any company in the Intel Group seeking to enforce this Agreement shall have recourse to the remedies of injunction and specific performance, or either of such remedies, as well as all other legal or equitable remedies to which such company may be entitled.
- Ownership of Proprietary Developments.** I acknowledge and agree to disclose to the Intel Group, promptly and in confidence, all patents, trade secrets, copyrights, mask works, trademarks, inventions, discoveries, designs, formulas, processes, methods, manufacturing techniques, improvements, ideas, copyrightable works, and other intellectual property which I create, invent or discover alone or with others during my employment with any company in the Intel Group ("Proprietary Developments"). I agree that all Proprietary Developments (i) that were created at least in part not during my own time or (ii) that were created using Employer or other Intel Group equipment, supplies, facilities or trade secrets or (iii) that relate at the time of conception or reduction to practice of the invention or creation or discovery to Employer's or other Intel Group company's business, or to actual or demonstrably anticipated research or development of Employer or other Intel Group companies or (iv) that result from any work performed by me for Employer or other Intel Group companies are, from the moment of their creation, invention or discovery, the sole property of Employer or Employer's designee ("Intel Proprietary Developments"). I acknowledge and agree that Employer or such other entity within the Intel Group that Employer designates here and shall for all time have sole legal and equitable title to all Intel Proprietary Developments. Without additional compensation, I (a) agree promptly to disclose and (b) to the full extent allowed by law but only to the extent not already owned by Employer pursuant to this Agreement and applicable law, hereby assign to Employer (or such other company in the Intel Group as may be designated by Employer), all rights in the Intel Proprietary Developments. I further agree that, both during and after my employment with any company in the Intel Group, I will provide all assistance reasonably requested by Employer at Employer's (or its designee's) reasonable expense, to secure and enforce its rights throughout the world with respect to the Intel Proprietary Development. I agree to execute any and all documents (including assignment agreements) reasonably requested by Employer or its designee to memorialize the ownership of the Intel Proprietary Developments by Employer or its designee ("Ownership Documents"). To the extent that I fail or refuse to execute Ownership Documents, or cannot be located by Employer through the exercise of reasonable diligence, I hereby irrevocably appoint Employer or its designee as my attorney in fact to execute Ownership Documents in my name. I hereby waive any pre-emptive or other rights that I may have in all Intel Proprietary Developments, and, to the extent that such waiver is ineffective under applicable law until such an Intel Proprietary Development is created, invented or discovered, I hereby agree to waive such pre-emptive or other rights immediately upon the creation, invention or discovery of such Intel Proprietary Development.

Notwithstanding anything else in this agreement, I have been notified and further understand that Intel Proprietary Developments do not include inventions which I developed entirely on my own time without using Intel Group equipment, supplies, facilities, or trade secret information, except for inventions which either: (i) relate at the time of conception or reduction to practice of the invention to the Intel Group's business, or actual or demonstrably anticipated research or development of the Intel Group or (ii) result from any work performed by me for the Intel Group.

- Licensed Employee Intellectual Property.** The purpose of this section 5 is to enable the Intel Group to determine their rights and risks as to any intellectual property rights, whether vested or pending, which I own or control in whole or in part, prior to joining any company in the Intel Group ("Preexisting Employee Intellectual Property"). Unless identified on Appendix A with sufficient particularity to allow the Intel Group to identify the subject matter of the Preexisting Employee Intellectual Property, I hereby grant Employer (or its designee within the Intel Group) a non-exclusive, non-transferable license within the Intel Group, perpetual, irrevocable, royalty-free, world-wide license, with the right to sublicense, to make, have made, use, sell, offer to sell, import, reproduce, have reproduced, prepare derivative works of, distribute, and otherwise dispose of any product or document, under all patents, trade secrets, copyright, mask works, trademarks, inventions, discoveries, designs, formulas, processes, methods, manufacturing techniques, improvements, ideas, copyrightable works, and other Preexisting Employee Intellectual Property. To be clear, the license to Preexisting Employee Intellectual Property excludes Proprietary Developments as defined in section 4, or Preexisting Employee Intellectual Property identified as required shown in Appendix A at the time of my execution of this Agreement and submitted directly by me to Intel Legal such that it is actually received by Intel Legal within five working days of my filing.

If I fail to make any required disclosure or breach any term of sections 4 and 5, I agree that any applicable limitations periods shall be tolled and shall not run as to any claim, right, or cause of action Employer may have relating to such disclosure or breach that would have been discovered had the required disclosure been made, until such time as Employer obtains actual knowledge of the facts giving rise to its claim. Nothing contained in this section shall in any way limit or be exclusive of other remedies otherwise available in law or equity to the Intel Group.

- Non-solicitation.** I agree that for 12 (twelve) months after my employment ends, regardless of the reason it ends, I will not solicit, directly or indirectly, any employee to leave his/her employment with any company in the Intel Group. By way of example, I (a) shall not identify any employees working for any Intel Group company to any third party as potential employment candidates; (b) shall not personally or through another person recruit or solicit employees working for any Intel Group company to work for any other employer; and/or (c) will not disclose or use information I learned by virtue of my employment concerning the identities, compensation or skills of any employee for the purpose of soliciting any employee to leave his/her employment with any company in the Intel Group. I agree that any breach, violation or evasion of this provision will result in immediate and irreparable injuries and harm to the Intel Group, and I agree that the Intel Group company seeking to enforce this Agreement shall have recourse to the remedies of injunction and specific performance, or either of such remedies, as well as all other legal or equitable remedies to which such company may be entitled.

- Computer Communications are Not Private.** I understand that although the companies within the Intel Group permit reasonable personal use of networked computer equipment, these resources and all information contained on them are the sole property of companies within the Intel Group. Computer use is not private or confidential, and someone other than the intended addressee may receive the message. I understand and consent to my Employer's and/or the Intel Group's interception and review of both incoming and outgoing email, internet and all computer information, including any password-protected employee communication.

- Miscellaneous.** I understand that if Intel is not my Employer, Intel is signing this Agreement as agent for the Intel Group company that is my Employer. I understand and agree that my employment with any company in the Intel Group is "at will." This means that both my Employer and I have the right to terminate my employment at any time, with or without advance notice and with or without cause (provided, however, that if I become employed by an Intel Group company in a new U.S. location, the termination law of that country will apply if inconsistent with this Agreement).

The terms and conditions stated herein are severable. If any paragraph, provision, or clause in this Agreement is found or held to be invalid, unenforceable or void in any jurisdiction in which this Agreement is being performed, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, or circumstances shall remain in full force and effect.

This Agreement (a) survives my employment with any company or companies in the Intel Group; (b) inures to the benefit of successors and assigns of my Employer (including successors within the Intel Group); and (c) is binding upon my heirs, assigns, and legal representatives. To the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement, except as specifically identified herein.

This Agreement may not be modified or amended except in a writing signed by the parties. Only the Vice President of Human Resources, Intel Corporation, or his or her delegate, or the General Counsel of Intel Corporation, or his or her delegate, has the authority to modify this agreement on behalf of the Intel Group.

This Agreement is effective as of my first day of employment with any company in the Intel Group, except in effect if I become employed by any other company in the Intel Group (which shall then become my Employer hereunder) and supersede any prior Employee Agreement signed by me with any company in the Intel Group.

I have carefully read all of the provisions of this Agreement and I understand and will fully and faithfully comply with each provision.

Intel Corporation
[Signature]

D. Bruce Swell
Vice President and General Counsel

Employer
[Signature]
Ethan Schuchman
Printed Name & WWID # (please print clearly)

[Handwritten: ES, S-14-06, 5-15-08]
Date
[Redacted]
Printed Name
[Redacted]