

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5514911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICARDO H. BRUCE	11/08/1995
CYRILL CORONEL PONCE	05/02/2019
JARMIE DELA CRUZ ESPUERTA	07/01/2004
MARLON BASA VERDAN	05/06/2019
RECEIVING PARTY DATA	
Name:	BITMICRO NETWORKS, INC.
Street Address:	47929 FREMONT BLVD
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15891147
CORRESPONDENCE DATA	
Fax Number:	(617)979-8733
<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:	802-482-5682
Email:	patents@adamsip.com
Correspondent Name:	ADAMS INTELLEX, PLC
Address Line 1:	PO BOX 197
Address Line 4:	HINESBURG, VERMONT 05461
ATTORNEY DOCKET NUMBER:	BTM-014CIP-CON
NAME OF SUBMITTER:	MICHAEL BATTIG/R DEAN ADAMS
SIGNATURE:	/Michael Battig/
DATE SIGNED:	05/09/2019
Total Attachments: 15	
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ASSIGNMENT

WHEREAS, each of the undersigned inventor(s) ("Inventor(s)") has developed certain inventions ("Inventions") described in a U.S. patent application 15/891,147 Filed February 7, 2018, and entitled:

Bus Arbitration with Routing and Failover Mechanism

and has full right to convey his or her entire interest, both legal and equitable, in and to said Inventions free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, BITMICRO Networks, Inc. ("ASSIGNEE"), an entity organized and existing under the laws of the state of California, and having a place of business at 47929 Fremont Blvd, Fremont, California 94538, is desirous of acquiring the entire right, title, and interest in and to the Inventions and any and all patents to be obtained therefore;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Inventor, each Inventor hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the Inventions as described in the above application and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide; along with all rights to sue for past infringement and all proceeds thereof.

AND each Inventor hereby authorizes and requests the issuing authority to issue any and all patents resulting from any of the forgoing to the ASSIGNEE or its successors and assigns.

AND each Inventor agrees that ASSIGNEE's representative, Adams Intellex, PLC having Patent Office Customer Number 85181, shall hereinafter act on behalf of the ASSIGNEE with respect to the Inventions.

AND each Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor(s) hereby authorize(s) the agents and attorneys associated with Patent Office Customer Number 85181 to insert hereon any further information necessary or desirable for recordation of this document.

Inventor(s)

Date Signed

Ricardo H. Bruce

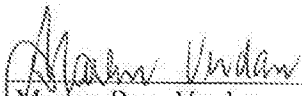
Cyrill Coronel Ponce
Cyrill Coronel Ponce

May 2, 2019

Jarmie Dela Cruz Espuerta

Marlon Basa Verdán

The Inventor(s) hereby authorize(s) the agents and attorneys associated with Patent Office Customer Number 85181 to insert hereon any further information necessary or desirable for recordation of this document.

<u>Inventor(s)</u>	<u>Date Signed</u>
_____ Ricardo H. Bruce	_____
_____ Cyrill Coronel Ponce	_____
_____ Jannie Dela Cruz Espuerta	_____
 _____ Marlon Basa Verdán	_____ 5/6/2019

EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS
ASSIGNMENT AGREEMENT

This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time I was initially employed by BiT Microsystems ("BiT"). In return for my new or continued employment by BiT, I acknowledge and agree that:

1. No Conflict. I will perform for BiT such duties as may be designated by BiT from time to time. During my period of employment by BiT, I will devote my best efforts to the interests of BiT and will not engage in other employment or in any activities determined by BiT to be detrimental to the best interests of BiT without the prior written consent of BiT.
2. Period of Employment. As used herein, the period of my employment includes any time in which I may be retained by BiT as a consultant.
3. Prior Work. All previous work done by me for BiT relating in any way to the conception, design, development or support of products for BiT is the property of BiT.
4. Proprietary Information. My employment creates a relationship of confidence and trust between BiT and me with respect to any information:
 - (a) Applicable to the business of BiT; or
 - (b) Applicable to the business of any client or customer of BiT, which may be made known to me by the company or by any client or customer of BiT, or learned by me in such context during the period of my employment.

All of such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to BiT or me in the course of BiT's business.

5. Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of BiT, its assigns, and its customers and BiT, its assigns and its customers shall be the sole owner of all patents, copyrights, maskworks, trade secrets and other rights in connection therewith. I hereby assign to BiT any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by BiT and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of BiT, except as may be necessary in the ordinary course of performing my duties as an employee of BiT. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish.

6. Return of Materials. Upon termination of my employment or at the request of BiT before termination, I will deliver to BiT all written and tangible material in my possession incorporating the Proprietary Information or otherwise relating to BiT's business.

7. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, and all related know-how, designs, maskworks, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works.

8. Disclosure of Prior Inventions. I have identified on Exhibit A ("Prior Inventions") attached hereto all Inventions relating in any way to BiT's business or demonstrably anticipated research and development which were made by me prior to my employment with BiT ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Exhibit A ("Prior Inventions"). If there is no such list on Exhibit A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

9. Ownership of Company Inventions; License of Prior Inventions. I hereby agree promptly to disclose and describe to BiT, and I hereby assign and agree to assign to BiT or its designee, my entire right, title, and interest in and to all Inventions and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with BiT (a) which relate at the time of conception or reduction to practice of the invention to BiT's business or actual or demonstrably anticipated research or development, or (b) which were developed on any amount of BiT's time or with the use of any of BiT's equipment, supplies, facilities or trade secret information, or (c) which resulted from any work I performed for BiT ("Company Inventions"). I agree to grant BiT or its designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of distribution) to practice all applicable patent, copyright and other intellectual

rights relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions without Company's prior written consent.

10. Future Inventions. I recognize that Inventions or Proprietary Information relating to my activities while working for BiT and conceived or made by me, alone or with others, within one (1) year after termination of my employment may have been conceived in significant part while employed by BiT. Accordingly, I agree that such Inventions and Proprietary Information shall be presumed to have been conceived during my employment with BiT and are to be assigned to BiT unless and until I have established the contrary.

11. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by BiT to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to BiT. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, maskworks or other legal proceedings.

(b) In the event that BiT is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint BiT and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by me.

12. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of BiT does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with BiT, and I will not disclose to BiT, or induce BiT to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

13. Survival. This Agreement (a) shall survive my employment by BiT, (b) does not in any way restrict my right or the right of BiT to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of BiT, and (d) is binding upon my heirs and legal representatives.

14. Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification. However, I agree to disclose promptly in writing to the company all Inventions made or conceived by me during the term of my employment and for one (1) year thereafter, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by BiT as to whether or not the Inventions should be the property of BiT. Any such information will be received in confidence by BiT.

15. No Solicitation. During the term of my employment with BiT and for a period of two (2) years thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of BiT to terminate their employment with BiT.

16. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to BiT for which there will be no adequate remedy at law, and BiT shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

17. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

18. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

19. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

20. Waiver. The waiver by BiT of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.

21. Entire Agreement. This Agreement represents my entire understanding with BiT with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and BiT. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

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.

BiT:

BiT, Inc.

By: Judy Anne

Title: Exec VP / CFO

Dated: 11/8/95

EMPLOYEE:

By: Richard H. Bruce

Printed Name: RIARD H. BRUCE

Dated: 11/8/95

**EMPLOYEE PROPRIETARY INFORMATION AND
ASSIGNMENT OF INVENTIONS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this July 01 2004 2004
by and between:

BITMICRO NETWORKS INTERNATIONAL, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at 3rd Floor, HatchAsia Building, Global City, Fort Bonifacio, Taguig, Metro Manila, and represented in this act by its Human Resource Officer, Anna Ria R. Vallesteros (hereinafter referred to as the "COMPANY");

- and -

Jarmie D. Espuerta of legal age, Single, and presently residing at 20 Mahabagin St. Teacher's Village, Diliman Quezon City (hereinafter referred to as the "EMPLOYEE");

WITNESSETH That:

WHEREAS, the COMPANY is engaged in a continuous program of research, development, design, and production respecting its present and future business, which include the solid-state storage, network attached storage, and storage area networks markets;

WHEREAS, the COMPANY and the EMPLOYEE have previously entered into an Employment Contract effective May 1, 2004 whereby the EMPLOYEE has been appointed and designated to the position of Engineer;

WHEREAS, the EMPLOYEE acknowledges and agrees that as part of his/her Employment by the COMPANY ("Employment"), he/she is or may be expected to make new contributions and inventions of value to the COMPANY;

WHEREAS FURTHER, in the course of the Employment, the EMPLOYEE may likewise gain access to sensitive proprietary information belonging to the COMPANY, the COMPANY's parent company, BITMICRO Networks, Inc., a California corporation located in the U.S.A. ("PARENT"), and/or the COMPANY's privies, the confidentiality and integrity of which must be safeguarded at all times;

WHEREAS FINALLY, there is a need to clearly define the rights and obligations of the Parties in respect of the aforementioned contributions, inventions and proprietary information and reduce the same into writing through the instant instrument;

FOR AND IN CONSIDERATION of the foregoing premises and terms and conditions set forth herein, the Parties hereto have agreed as follows:

A. **Definitions:** As used in this Agreement, the following terms have the following meanings:

1. "Inventions" means all business methods or processes, discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, techniques, and technical data (whether or not patentable or registrable under patent, copyright or similar statutes and including all rights to obtain, register, perfect, and enforce those proprietary interests) that are related to or useful in the COMPANY's present or future business or result from use of property owned, leased, or contracted for by the COMPANY. "Inventions" shall also include anything that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

2. "Proprietary Information" means information (a) that is not known by actual or potential competitors of the COMPANY or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise become known to the COMPANY or in which property rights have been assigned or otherwise conveyed to the COMPANY, and (c) that has material economic value or potential material economic value to the COMPANY's present or future business. "Proprietary Information" shall include business methods and processes, trade secrets and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, techniques, technical data, customer and supplier lists, and any modifications, enhancements or derivatives of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to EMPLOYEE by the COMPANY, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to the COMPANY.

3. "Rights" means all patents, trademarks, service marks and copyrights, and other rights pertaining to Proprietary Information, Inventions, or both.

B. Duty of Trust and Confidentiality: The parties acknowledge and agree that the Employment creates in the EMPLOYEE a duty of trust and confidentiality to the COMPANY with regard to the Proprietary Information, Inventions, or any other information:

1. Related, applicable, or useful to the COMPANY's business, including the COMPANY's anticipated research and development; or
2. Resulting from tasks assigned to EMPLOYEE by the COMPANY; or
3. Resulting from the use of equipment, supplies, or facilities owned, leased, or contracted for by the COMPANY; or
4. Related, applicable, or useful to the business of any of the COMPANY's clients or customers, which may be made known to EMPLOYEE by the COMPANY or by such client or customer, or learned by EMPLOYEE during EMPLOYEE's Employment.

C. Nondisclosure of Proprietary Information: At all times, both during the Employment and after the cessation thereof, whether the cessation is voluntary or involuntary, the EMPLOYEE shall:

1. Keep in strictest confidence and trust all Proprietary Information; and
2. Not disclose, use, or induce or assist in the use or disclosure of any Proprietary Information or Rights without the COMPANY's prior express written consent, except as may be necessary in the ordinary course of the EMPLOYEE's performance of his duties and responsibilities as an EMPLOYEE of the COMPANY.
3. Promptly advise the COMPANY of any knowledge that he/she may have of any unauthorized release or use of the COMPANY's Proprietary Information, and take

reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any Proprietary Information.

D. Confidential and Proprietary Information of Third Parties: The parties acknowledge that the COMPANY has received and in the future will receive from third parties their confidential or proprietary information, subject to the COMPANY's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. In this connection, the EMPLOYEE acknowledges that he/she owes the COMPANY and such third parties, during the Employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence, and hereby undertakes that he/she shall not disclose, use, or induce or assist in the use or disclosure of any such confidential or proprietary information without the COMPANY's prior express written consent, except as may be necessary in the ordinary course of performing his/her duties and responsibilities as an EMPLOYEE of the COMPANY, consistent with the COMPANY's agreement with such third party.

E. Assignment of Proprietary Information and Inventions. The parties further acknowledge and agree that:

1. All Proprietary Information and Inventions shall be the sole property of the COMPANY and its assigns, and the COMPANY and its assigns shall be the sole owner of all Rights.
2. The EMPLOYEE shall assign to the COMPANY all Rights that he/she may have or acquire and any other rights which the EMPLOYEE may have pertaining to the Proprietary Information or Inventions.

F. Property Right Registrations; Execution of Necessary Documents:

1. The EMPLOYEE shall assist the COMPANY or any person designated by the latter in every proper way (but at the COMPANY's expense) to obtain and from time to time enforce the Rights, including registrations and applications for patents, copyrights, mask work rights, or other intellectual property rights, in any and all countries.
2. The EMPLOYEE acknowledges and agrees that all original works of authorship, creation, and/or invention which are made by the EMPLOYEE, either solely or jointly with others, within the duration of the Employment and which are protectible by copyright, patent, etc. shall be the result of his/her performance of his/her regularly-assigned tasks, duties and responsibilities with the COMPANY and/or such tasks, duties and responsibilities which the COMPANY may direct the EMPLOYEE to perform and undertake from time to time. In this regard, the EMPLOYEE shall execute all documents and instruments for use in applying for, registering, obtaining, and enforcing the Rights as the COMPANY may desire, together with any assignments of the Rights to the COMPANY or legal entities designated by the COMPANY. The EMPLOYEE's obligation to assist the COMPANY or any legal entity designated by the latter in obtaining and enforcing the Rights shall survive and continue beyond the cessation and/or termination of the Employment. If a request for assistance is made by the COMPANY after the cessation and/or termination of the Employment, the EMPLOYEE shall be entitled to receive from the COMPANY reasonable compensation for time actually spent by the EMPLOYEE in complying with such request.
3. If the COMPANY is unable, after reasonable effort, to secure the EMPLOYEE's signature on any document or documents needed to apply for, register, obtain, use, and/or enforce any Rights, whether due to the EMPLOYEE's physical or mental incapacity, inability, refusal, or for any other reason whatsoever, the EMPLOYEE hereby irrevocably designates and appoints the COMPANY and/or its duly authorized officers and agents as the EMPLOYEE's agents and attorneys-in-fact to act for and in the EMPLOYEE's behalf and stead in the execution and filing of such document or documents and in furthering

the application, registration, perfection, use, and/or enforcement of the Rights, with the same legal force and effect as if such acts were performed by the EMPLOYEE himself. This irrevocable appointment and authority made and granted by the EMPLOYEE in favor of the COMPANY as well as its duly authorized officers and agents shall be binding upon the EMPLOYEE, his successors-in-interest, assigns, and agents and shall survive the cessation, termination and/or expiration of the Employment and/or this Agreement.

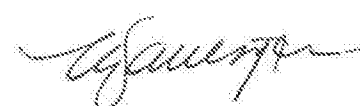
G. Disclosure of Inventions and Maintenance of Records: The EMPLOYEE shall promptly disclose to the COMPANY all business methods and processes, discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, techniques, and technical data, whether or not patentable or registrable under patent, copyright or similar or reduced to practice, made or conceived or reduced to practice or learned by the EMPLOYEE, either alone or jointly with others during the period of the Employment, for the purpose of permitting the COMPANY to determine whether they constitute Inventions. The COMPANY shall receive such disclosures in confidence. To facilitate the complete and accurate disclosures described above, the EMPLOYEE shall maintain complete written records of all Inventions and all work, study, and investigation done by the EMPLOYEE during the Employment, which records shall be the COMPANY's property.

H. Inventions Retained by the EMPLOYEE: The EMPLOYEE agrees and acknowledges that all inventions or improvements relevant to the subject matter of the Employment that have been made or conceived of or first reduced to practice by him/her alone or jointly with others before the Employment are exhaustively listed and described in particularity in Exhibit A of this Agreement. The EMPLOYEE acknowledges and agrees that the said Exhibit A includes all unpatented but potentially patentable ideas and inventions conceived prior to the Employment and which have not been assigned to a former employer. The EMPLOYEE represents and warrants that the said Exhibit A is comprehensive, exhaustive, and complete and that he/she has no other inventions or improvements which he/she wishes to retain nor claim ownership of.

Proprietary

I. Returning COMPANY Documents and Other Tangible Items: Immediately upon the cessation or termination of the Employment for whatever reason, the EMPLOYEE shall deliver to the COMPANY, all original copies and all reproductions of Proprietary Information, including devices, records, sketches, reports, notebooks, proposals, lists, correspondence, equipment, documents, computer diskettes, photographs, negatives, undeveloped film, notes, drawings, specifications, tape recordings or other electronic recordings, programs, data, or other materials or property of any nature belonging to the COMPANY or pertaining to my work with the COMPANY. The EMPLOYEE shall likewise turn over to the COMPANY for proper disposition any and all items and equipment which may contain Proprietary Information, regardless of whether or not the said item or equipment is owned by the COMPANY or not. Under no circumstances shall the EMPLOYEE take or use, or allow a third party to take or use any portion of the Proprietary Information for whatever purpose. The EMPLOYEE acknowledges that the unauthorized taking of any Proprietary Information or other property of the COMPANY is a crime punishable by law and would entitle the COMPANY to recover appropriate damages from the EMPLOYEE and all other responsible parties.

J. Termination of Employment; Reaffirmation of Obligations: The terms and conditions of this Agreement shall remain in full force and effect even after the cessation and/or termination of the Employment and shall apply in any and all subsequent engagements by the COMPANY of the EMPLOYEE's services, whether by an arrangement of employment, consultancy, contracting or other similar arrangement. Upon the cessation and/or termination of the Employment, the EMPLOYEE shall attend an exit interview and shall sign and deliver the "Termination Certificate" attached to this Agreement as Exhibit B. The EMPLOYEE's failure to sign the Termination Certificate, however, shall not affect the effectiveness or enforceability of his/her obligations under this Agreement.



K. Notification to New Employer: In the event that the Employment is discontinued or otherwise terminated, the EMPLOYEE acknowledges that the COMPANY has full legal right to notify any prospective or actual employer of the EMPLOYEE of the latter's rights and obligations under this Agreement.

L. Representations and Warranties: The EMPLOYEE represents and warrants that:

1. His/her performance of all the terms of this Agreement and of his duties and responsibilities as an EMPLOYEE of the COMPANY does not and will not breach any agreement to keep in confidence proprietary information acquired by the EMPLOYEE in confidence or in trust prior to the Employment.
2. He/she has not and shall not enter into any agreement or arrangement, either written or oral, in conflict with this Agreement.
3. He/she has not brought and will not bring to the COMPANY, or use in the Employment, any materials or documents of a former employer (which term, for purposes of this Agreement, shall include persons, firms, corporations, and other entities for which the EMPLOYEE has acted as an independent contractor or consultant) that are not generally available to the public, unless the EMPLOYEE obtains beforehand express written authorization for the possession and use of any such materials or documents from any such former employer.

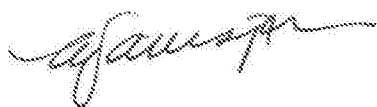
M. Equitable Remedies: The EMPLOYEE acknowledges and agrees that all terms and conditions contained in this Agreement are material and any violation thereof shall result in grave and irreparable injury to the COMPANY. In this connection, the EMPLOYEE expressly agrees that the COMPANY shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation.

N. Choice of Law: This Agreement and any dispute arising from the relationship between the parties to this Agreement shall be governed by and construed under and according to Philippine law.

O. Enforceability and Severability: If a court or an arbitrator of competent jurisdiction should declare any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

P. No Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless expressly made in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver by the COMPANY of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

Q. Attorney Fees: Each party shall bear its respective costs, including any attorney fees, costs or expenses, in any litigation, arbitration, or other proceeding by which one party either seeks (i) to enforce its rights under this Agreement (whether in contract, tort, or both), (ii) a declaration of any rights or obligations under this Agreement, (iii) seeks to resolve any dispute or (iv) enforce any final judgment.



Signature

R. Amendment and Modification: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both the COMPANY and the EMPLOYEE.

S. Entire Agreement: This Agreement and the exhibits referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

T. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, successors-in-interest, executors, assigns, and administrators.

U. Word Usage: Unless the context clearly requires otherwise:

1. The plural and singular numbers shall each be deemed to include the other;
2. The masculine, feminine, and neuter genders shall each be deemed to include the others;
3. "Or" is not exclusive; and
4. "Includes" and "including" are not limiting.

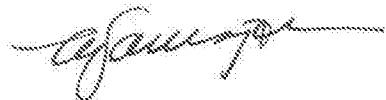
V. Exhibits: The following exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:

Exhibit A: Existing Inventions and Improvements

Exhibit B: Termination Certificate

Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, the provision of this Agreement shall prevail.

X. Effective Date: This Agreement shall be effective and shall retroact to May 1, 2004, the first day of the EMPLOYEE's employment with the COMPANY.



IN WITNESS WHEREOF, the Parties have executed this instrument on the date and at the place first above-written.

The COMPANY:

BITMICRO NETWORKS INTERNATIONAL, INC.

By:

Signature: 
Name: Anna Ria R. Vallesferos
Title: Human Resource Officer

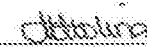
DATED:


The EMPLOYEE:

Signature: 
Name: Jarmie D. Espuerta

DATED:

WITNESSED BY:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S.

SUBSCRIBED AND SWORN to before me this JUL 01 2004 day of JULY, 2004 in PASIG CITY, Metro Manila, affiants appeared before me and exhibited to me the following:

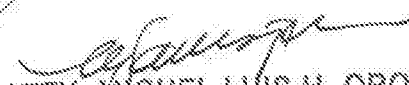
Name	Comm. Tax Cert. No.	Date/Place Issued
BITMICRO NETWORKS INTL, INC.		
Anna Ria R. Vallesferos	EEGR7226	7/13/99 MANILA
Jarmie D. Espuerta	13874044	1/23/04 QUEZON CITY

all known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same to be their free and voluntary act and deed and that of the corporation which affiant Wilhelmina Yap-Chan represents.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above-written.

Doc. No. 3174;
Page No. 101;
Book No. 8;
Series of 2004.




ATTY. MIGUEL LUIS H. ROSA
Notary Public
Until December 31, 2005
IBP No. 605365/01.09.04/ Makati City
PTR No. 0415882/01.07.04/ Pasig City

PATENT