

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5573837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAMON BAKUN	07/03/2012
RECEIVING PARTY DATA	
Name:	PAYPAL, INC.
Street Address:	2211 NORTH FIRST STREET
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14967110
CORRESPONDENCE DATA	
Fax Number:	(949)202-3001
<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:	949-202-3000
Email:	barbara.thompson@haynesboone.com
Correspondent Name:	HAYNES AND BOONE, LLP (70186) IP SECTION
Address Line 1:	2323 VICTORY AVENUE
Address Line 2:	SUITE 700
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	70481.412US01
NAME OF SUBMITTER:	DANIEL S. KWOK
SIGNATURE:	/Daniel S. Kwok/
DATE SIGNED:	06/14/2019
Total Attachments: 9	
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EBAY INC.

EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by EBAY INC. and all current, past and future subsidiaries, affiliated companies and/or successors (including without limitation all direct and indirect subsidiaries such as PayPal, Inc., Shopping.com, Inc., any subsidiary of GSI Commerce Inc., etc.) (each, including eBay, an "eBay Company" and collectively the "eBay Companies"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. DEFINITIONS

1.1 **Inventions.** The term "Inventions" means any invention (whether or not patentable) or work of authorship, including without limitation any and all ideas, concepts, information, improvements, discoveries, developments, designs, formulae, materials, processes, procedures, techniques (including manufacturing processes, procedures, and techniques), mask works, know-how, artwork, data, programs, prototypes, pseudo-code, software, source and object codes, and any other works of authorship or other copyrightable or patentable works.

1.2 **Proprietary Information.** The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information and all trade secrets of any eBay Company including without limitation, information related to an eBay Company's business or its actual or demonstrably anticipated research or development. By way of illustration but not limitation, Proprietary Information includes (a) Inventions; (b) information regarding products, plans for research and development, marketing, selling, market research and analysis, business, business plans, strategies, technology, technical plans, financial information, budgets, unpublished financial statements, contracts, licenses, legal work product or privileged communications, prices, costs, suppliers, developers, distributors, vendors, users, and customers; (c) data and all information derived from data such as user information and information about consumer habits; (d) all business practices and plans developed from such data or information; (e) information regarding the skills, responsibilities and compensation of eBay Company employees, contractors and other service providers; and (f) the existence and content of any business, technical, strategic and/or financial discussions, negotiations, or agreements between an eBay Company and any other party. Proprietary Information does not include information that is already in the public domain (other than through breach of this Agreement or other misconduct).

1.3 **Intellectual Property Rights.** The term "Intellectual Property Rights" means all patents

and applications, copyrights, service and/or trademarks, trade dress, trade secrets, mask work rights, and all other intellectual property rights recognized by the laws of any jurisdiction or country.

2. CONFIDENTIALITY

2.1 **Recognition of eBay Company Rights; Nondisclosure.** At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any eBay Company's Proprietary Information, except as such disclosure or use is required in connection with my work for the eBay Company that employs me (the "Company"), unless in advanced expressly authorized by an officer of the Company in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at any eBay Company and/or incorporates any Proprietary Information. The foregoing obligation will not apply if I am subject to a court order or subpoena lawfully issued by a court of competent jurisdiction compelling me to disclose Proprietary Information; provided, however, that in such event I will immediately provide a copy of such court order or subpoena to the Company's Legal Department and will cooperate with the Company to minimize the extent of any disclosure. I hereby assign to the Company any rights I may have or acquire in any and all Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Company and its assigns.

2.2 **Third Party Information.** I understand, in addition, that the eBay Companies have received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on such eBay Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party

Information in the strictest confidence and will not disclose to anyone (other than the Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information, unless expressly authorized by an officer of the Company in writing.

2.3 No Improper Use of Information of Prior Employers and Others. During my employment by the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or other third party to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company or use or disclose any unpublished documents or any property belonging to any former employer or other third party to whom I have an obligation of confidentiality unless consented to in writing by that former employer or other third party. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by an eBay Company.

3. ASSIGNMENT OF INVENTIONS.

3.1 Prior Inventions; Third Party Software Licenses. I have disclosed on Exhibit A (Prior Inventions) attached hereto a complete and accurate list of all Inventions that I have, or I have caused to be, alone or with others, conceived, developed, made, or reduced to practice prior to the commencement of my employment by the Company, any other eBay Company, or any affiliates or predecessors, in which I or a third party have or purport to have any ownership interest in or a license to use and wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached or no Prior Inventions are listed in Exhibit A, I represent and warrant that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into any eBay Company product, process, machine or other work, I hereby grant the Company a non-exclusive, perpetual, fully paid-up and royalty-free, irrevocable

and worldwide license (with rights to sublicense through multiple levels of sublicensees) to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, modify, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any eBay Company's Company Inventions without the express prior written consent of the legal department of eBay Inc. In addition, I agree that I will not incorporate into any eBay Company software or otherwise deliver to any eBay Company any software code licensed under the AGPL GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the eBay Company without the express prior written consent of the legal department of eBay Inc.

3.2 Assignment of Inventions. Subject to the section titled "Government or Third Party," except for Inventions that I can prove qualify fully under Section 2870 of the California Labor Code (or an otherwise applicable analogous law in another jurisdiction) (hereinafter "Section 2870") or that I have set forth on Exhibit A, I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first conceived, reduced to practice, or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto), whether or not patentable or registrable under the Copyright Act or similar statutes, made, conceived, reduced to practice or learned by me, either alone or with others, during the period of my employment by the Company (including any other eBay Company and its and their affiliates and predecessors). Inventions assigned to the Company, or to a third party as directed by the Company pursuant to the section titled "Government or Third Party," are hereinafter referred to in this Agreement as "Company Inventions." I have reviewed the notification on Exhibit B (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

3.3 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

3.4 Obligation to Keep the Company Informed. During the period of my employment and

for six (6) months thereafter, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or with others, including any that might be covered under Section 2870. In addition, during the period of my employment and for one (1) year thereafter, I will promptly disclose to the Company fully and in writing all patent applications filed by me, on my behalf, or in which I am named as an inventor or co-inventor, by sending the disclosure to the attention of the patent team of the Company. At the time of each disclosure under this paragraph, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence any confidential information disclosed in writing by me to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

3.5 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

3.6 Assignment of Work Product. I hereby assign and agree to assign in the future to the Company ownership of all right, title and interest in and to any and all work product, including all Intellectual Property Rights contained therein, made or created by me pursuant to this Agreement that are not covered by the sections titled "Assignment of Inventions" and "Works for Hire" above, if any. All works made for hire and all work product assigned to the Company pursuant to the sections titled "Works for Hire" and "Assignment of Work Product" are hereinafter referred to as "Company Works."

3.7 Enforcement of Intellectual Property Rights. During the period of my employment and thereafter, I will assist the Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights (including Intellectual Property Rights relating to Company Inventions and Company Works) in any and all countries. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the

assignment thereof. In addition, I will execute, verify and deliver all documents and other instruments necessary to effectuate such assignments of such Intellectual Property Rights to the Company or its designee. My obligation to assist the Company with respect to Intellectual Property Rights relating to Company Inventions and Company Works in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

3.8 Appointment of the Company as Attorney-In-Fact. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for, in, and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me.

3.9 Artist's and Moral Rights. If I have any rights in any Company Works or Company Inventions, including without limitation "artist's rights" or "moral rights," that cannot be assigned pursuant to this Agreement, I hereby unconditionally and irrevocably waive enforcement worldwide of such rights against the Company (and its licensees), and agree, at the Company's expense and request, to consent to and join in any action to enforce such rights. In the event that I have any such rights that cannot be assigned or waived, I hereby unconditionally and irrevocably grant to the Company an exclusive, worldwide, irrevocable, fully paid-up and royalty-free perpetual license (with rights to sublicense through multiple levels of sublicensees) to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or form, whether now known or later developed, make, have made, modify, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Company Works and Company Inventions.

3.10 Waiver of Claims for Infringement. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for ownership and/or infringement of any Intellectual Property Rights assigned hereunder to the Company.

4. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions and Company Works made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

5. **ADDITIONAL ACTIVITIES.** I agree that, during my employment with the Company, I will not, without the Company's express written consent, engage in any employment or business activity, either directly or indirectly, alone or as a partner, joint venturer, officer, director, employee, consultant, agent, or independent contractor of any company or business, that is competitive with the Company or another eBay Company or would otherwise conflict with or impair the interests of the eBay Companies or my employment by the Company. I also agree that I will abide by the Company's policy with respect to use of the Company's resources for non-work purposes.

6. **NON-SOLICITATION OF EBAY COMPANY EMPLOYEES, CONSULTANTS AND INDEPENDENT CONTRACTORS, CUSTOMERS, USERS, BUSINESS PARTNERS, ETC.** I agree that during my employment with the Company and for one (1) year after the date of the termination of my employment, I will not, without the Company's express written consent, directly or indirectly, encourage, induce or solicit, or attempt to encourage, induce or solicit, any actual or prospective employee, independent contractor or consultant of an eBay Company not to enter into or to terminate his, her or its relationship with an eBay Company or to become an employee, consultant or independent contractor to or for any other person or entity other than an eBay Company. As part of this restriction, I agree I will not interview or provide any input to any third party in connection with the encouragement, inducement or solicitation of any such person or entity. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and/or termination of eBay Company employees, consultants and independent contractors. I further agree that, during my employment, I will not disrupt, damage, impair or interfere with the business of the Company, whether by way of disrupting its relationships with customers, users, business partners, agents, representatives, developers, distributors, suppliers, or vendors or otherwise, or, at any time, take such actions by means of any use of Proprietary Information, any other breach of this Agreement, or any other wrongful conduct.

7. **NO CONFLICTING OBLIGATION.** I represent
Aug 2011

that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement with any former employer or other third party, including any noncompete agreement or any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I further represent that I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith.

8. **RETURN OF COMPANY PROPERTY.** Upon termination of my employment or upon the Company's request at any other time, I will deliver to the Company any and all of the Company's (and any other eBay Company's) property, equipment, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Company Works, Third Party Information or Proprietary Information of the Company (or any other eBay Company), and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information (including but not limited to any information contained upon my Company computer) before I return it to the Company. I further agree that any property situated on the premises of and owned by any eBay Company (including without limitation disks and other storage media, filing cabinets or other work areas) is subject to inspection by personnel of that eBay Company or its agents at any time with or without notice. Prior to leaving, I will cooperate with the Company in attending an exit interview and completing and signing the Company's termination statement.

9. **LEGAL AND EQUITABLE REMEDIES.** I acknowledge that, because my services are personal and unique and/or because I may have access to and become acquainted with the Proprietary Information of the eBay Companies, any breach of this Agreement by me would cause irreparable injury for which monetary damages would not be an adequate remedy and, therefore, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief (without bond and without prejudice to the fullest extent permitted by law). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

10. **NOTICES.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the

address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

11. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement, by the Company's provision of a copy of this Agreement or otherwise.

12. GENERAL PROVISIONS.

12.1 Governing Law; Jurisdiction. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and construed under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. I hereby expressly consent to the personal jurisdiction of and venue in the state and federal courts located in Santa Clara County, California for any lawsuit filed there against me by the Company arising from or related to this Agreement. Notwithstanding the foregoing, if I have executed a Mutual Arbitration Agreement in connection with the commencement or continuation of my employment, all claims or disputes arising from or relating to this Agreement will be resolved as provided therein. Nothing herein is intended to prevent either party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

12.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.3 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.

12.4 Survival. This Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor -in -interest or other assignee.

12.5 Employment. I agree and understand that my employment with the Company is "at will" and that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause or advance notice.

12.6 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of such provision on any other occasion or a waiver of any other provision. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.7 Export. I agree to abide by all U.S. export laws and regulations.

12.8 Entire Agreement. The obligations pursuant to sections of this Agreement titled "Confidentiality" and "Inventions" shall apply to any time during which I was previously employed or engaged, or am in the future employed or engaged, by an eBay Company as an employee or independent contractor, if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and a duly authorized officer of the Company. Any subsequent change or changes in my duties, salary, compensation or other terms and conditions of employment will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, any other eBay Company, or any affiliates or predecessors.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS, AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT OR LEFT SUCH EXHIBIT BLANK BECAUSE NO PRIOR INVENTIONS EXIST. I HAVE RECEIVED A COPY OF EXHIBIT B TO THIS AGREEMENT.

Damon Bakun (Electronically Signed)

(Signature)

Damon Bakun

(Printed Name)

07/03/2012

Dated:

200 c. columbus drive Jersey City NJ 07302

Address:

damonbakun@gmail.com [July 3, 2012 13:12:53 Eastern Daylight Time]

Aug 2011

6

ACCEPTED AND AGREED TO:
COMPANY
< eBay / PayPal >
(Signature)

B-1

EXHIBIT A
PRIOR INVENTIONS

TO: **The Company**

FROM: Damon Gregory Bakun _____ (Please Print Full Name)

SUBJECT: Prior Inventions

I. Except as listed in Section II below, the following is a complete list of all Prior Inventions:

No inventions or improvements.

Please provide a detailed description of all Prior Inventions below:

Additional sheets attached.

II. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section I above with respect to inventions or improvements generally listed below, the Intellectual Property Rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Additional sheets attached

EXHIBIT B

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any Invention that you develop entirely on your own time without using the Company'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 to the Company's business, or actual or demonstrably anticipated research or development of the Company; or
2. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States