

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5602559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NORBERT PAUL KUSTERS	02/09/2017
JOHN ROBERT SMILEY	08/15/2005
MARC JOHN BROOKER	02/09/2017
BEI-JING GUO	02/09/2017
MARC LEVY	04/20/2010
RECEIVING PARTY DATA	
Name:	AMAZON TECHNOLOGIES, INC.
Street Address:	PO BOX 81226
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98108-1226
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16460914
CORRESPONDENCE DATA	
Fax Number:	(206)757-7700
<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:	(206)622-3150
Email:	patentdocket@dwt.com, AMZNpatents@dwt.com, JeanLarsen@dwt.com
Correspondent Name:	DAVIS WRIGHT TREMAINE LLP - ATI
Address Line 1:	1201 THIRD AVENUE SUITE 2200
Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	0097749-430US2
NAME OF SUBMITTER:	JACK CHANG
SIGNATURE:	/Jack Chang/
DATE SIGNED:	07/02/2019
Total Attachments: 26	
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PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

Attorney Docket No. 0097749-430US0

Filing Date March 31, 2015

Client Docket No. P23276-US

PARTIES TO THE ASSIGNMENT

Assignor(s):

NORBERT PAUL KUSTERS
410 Terry Avenue North
Seattle, WA 98109-5210

JOHN ROBERT SMILEY
410 Terry Avenue North
Seattle, WA 98109-5210

MARC JOHN BROOKER
410 Terry Avenue North
Seattle, WA 98109-5210

BEI-JING GUO
410 Terry Avenue North
Seattle, WA 98109-5210

MARC LEVY
410 Terry Avenue North
Seattle, WA 98109-5210

Assignee:

Amazon Technologies, Inc.
PO Box 81226
Seattle, WA 98108-1226

AGREEMENT

WHEREAS, ASSIGNOR(S) (listed above) are inventor(s) of an invention entitled "BURST THROTTLING FOR MULTI-TENANT STORAGE SERVICES" (Invention) for which a non-provisional application for United States Letters Patent

- was filed on March 31, 2015 and accorded U.S. application no. 14/675,576; or
- will be filed concurrently with the submission of this executed PATENT ASSIGNMENT for recordation.

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appl. No. 14/675,576

Attorney Docket No. 0097749-430US0

Filing Date March 31, 2015

Client Docket No. P23276-US

ASSIGNOR(S) hereby authorizes and requests ASSIGNEE'S legal representatives, of Davis Wright Tremaine LLP, associated with Customer No. 113507, to insert in the header above and here in parentheses (U.S. application no. 14/675,576, filed March 31, 2015) this application's U.S. application number and filing date, when known.

WHEREAS, ASSIGNEE, a corporation of the State of Nevada, is desirous of acquiring the entire right, title and interest in and to the Invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sell, assign and transfer unto ASSIGNEE its successors and assigns, the entire right, title and interest in and to said Invention and any improvements thereto, said Application and any and all letters patent which may be granted for said Invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all provisional, divisions, reissues, re-examinations and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said Invention, application and all letters patent on said Invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR(S) had this assignment, transfer and sale not been made. ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said Invention to ASSIGNEE. ASSIGNOR(S) agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said Invention, for litigation regarding said letters patent, or for the purpose of protecting title to said Invention or letters patent therefor.

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

Attorney Docket No. 0097749-430US0

Filing Date March 31, 2015

Client Docket No. P23276-US

AND ASSIGNOR(S) DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said letters patent before or after issuance.

AND ASSIGNOR(S) DOES HEREBY covenant and agree that ASSIGNOR(S) will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention or said application, and testify in any legal proceeding, assist in the preparation of any other patent property relating to the application and the Invention or any improvements made thereto, sign/execute all lawful papers, provide all requested documents, execute and make all rightful oaths and/or declarations in connection with the application and the Invention including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Invention in all countries. These provisions are binding upon our heirs, legal representatives, administrators, and assigns.

CORRESPONDENCE ADDRESS

I hereby direct all correspondence and telephone calls in connection with this application be addressed to the number associated with the customer number listed below, which is:

<p>Customer No. 113507</p>
--

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

Attorney Docket No. 0097749-430US0

Filing Date March 31, 2015

Client Docket No. P23276-US

DECLARATION

As a below named inventor, I hereby declare that:

This declaration is directed to:

- the attached application; or
- United States application number 14/675,576 filed on March 31, 2015; or
- PCT international application number _____ filed on _____.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the above-identified application, and acknowledge the duty to disclose to the US Patent & Trademark Office all information known to me to be material to the patentability as defined in 37 CFR 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

DocuSigned by:

 533C81819885401...
NORBERT PAUL KUSTERS

February 9, 2017

 Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

Attorney Docket No. 0097749-430US0

Filing Date March 31, 2015

Client Docket No. P23276-US

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JOHN ROBERT SMILEY

Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

Attorney Docket No. 0097749-430US0

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DocuSigned by:

 FA7DFFAD94754C8
MARC JOHN BROOKER

February 9, 2017

 Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

Attorney Docket No. 0097749-430US0

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DocuSigned by:


 8100753D5DA6400...
BEI-JING GUO

February 9, 2017

 Date

PATENT ASSIGNMENT AND DECLARATION (37 CFR 1.63)

U.S. Patent Appln. No. 14/675,576

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- PCT international application number _____ filed on _____.

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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

MARC LEVY

Date

AMAZON.COM, INC.

CONFIDENTIALITY, NONCOMPETITION AND
INVENTION ASSIGNMENT AGREEMENT

AGREEMENT dated as of August 15th, 2005, by and between Amazon.com, Inc., a Delaware corporation, and John Smiley (the "Employee"). As used herein, the "Company" shall mean Amazon.com, Inc. and any affiliate of Amazon.com, Inc., meaning any entity that controls, is controlled by, or under common control with, Amazon.com, Inc.

RECITALS

Employee is entering into this Agreement in connection with his or her acceptance of employment with the Company and as a condition of such employment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and in consideration of their mutual promises and agreements contained herein, the parties hereto agree as follows:

1. **Disclosure and Delivery to the Company**

(a) Disclosure of Information to the Company. During the course of employment and at the termination thereof, the Employee shall promptly disclose and deliver over to the Company, without additional compensation, to the extent that such disclosure could reasonably be expected to be of interest to the Company, in writing, or in such form and manner as the Company may reasonably require, the following ("Disclosure Information"):

(i) any and all algorithms, procedures or techniques related to the Company's business activities or to the Employee's work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

(ii) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company;

(iii) any and all products and services, and the essential ideas and principles underlying such products and services, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company, whether or not such products or services are marketed, sold, or provided by the Company; and

(iv) any other ideas or information conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company if the idea or information could reasonably be expected to prove useful or valuable to the Company.

(b) Certain Qualifications and Recognitions. The Employee recognizes that he or she will hold an important position at the Company, and that, as one of his or her important job duties, he or she will be expected to conceive, originate, adapt, discover, develop, acquire, evaluate, test, and/or apply ("Conceive and/or Originate") products, services, techniques, algorithms, strategies, procedures and/or ideas ("Products and/or Services"), even when, in order to do so, the Employee must help lead the Company in new directions, or into

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activities and business areas which are new to the Company. However, the Company recognizes that the Employee may Conceive and/or Originate certain Products and/or Services which are unrelated to the activities of the Company, unrelated to the planned activities of the Company, and unrelated to any reasonable extension of the activities or planned activities of the Company ("Unrelated Products and/or Services"). The parties therefore agree, the other provisions of this Section 1 notwithstanding, that:

(i) any Unrelated Products and/or Services Conceived and/or Originated by the Employee, even while employed by the Company, shall not be considered Disclosure Information;

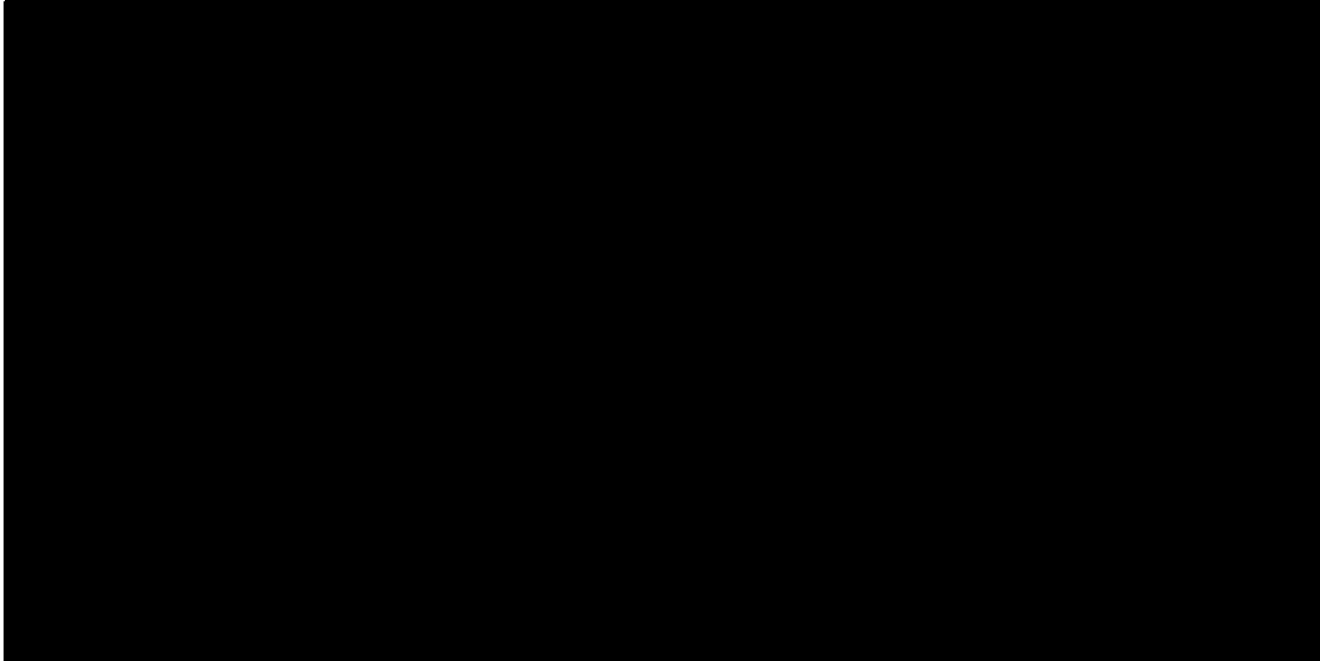
(ii) the fact that the Employee used modest amounts of Company equipment or facilities (for example, by sending e-mail messages using Company computers and network connections) in the course of Conceiving and/or Originating an Unrelated Product and/or Service shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;

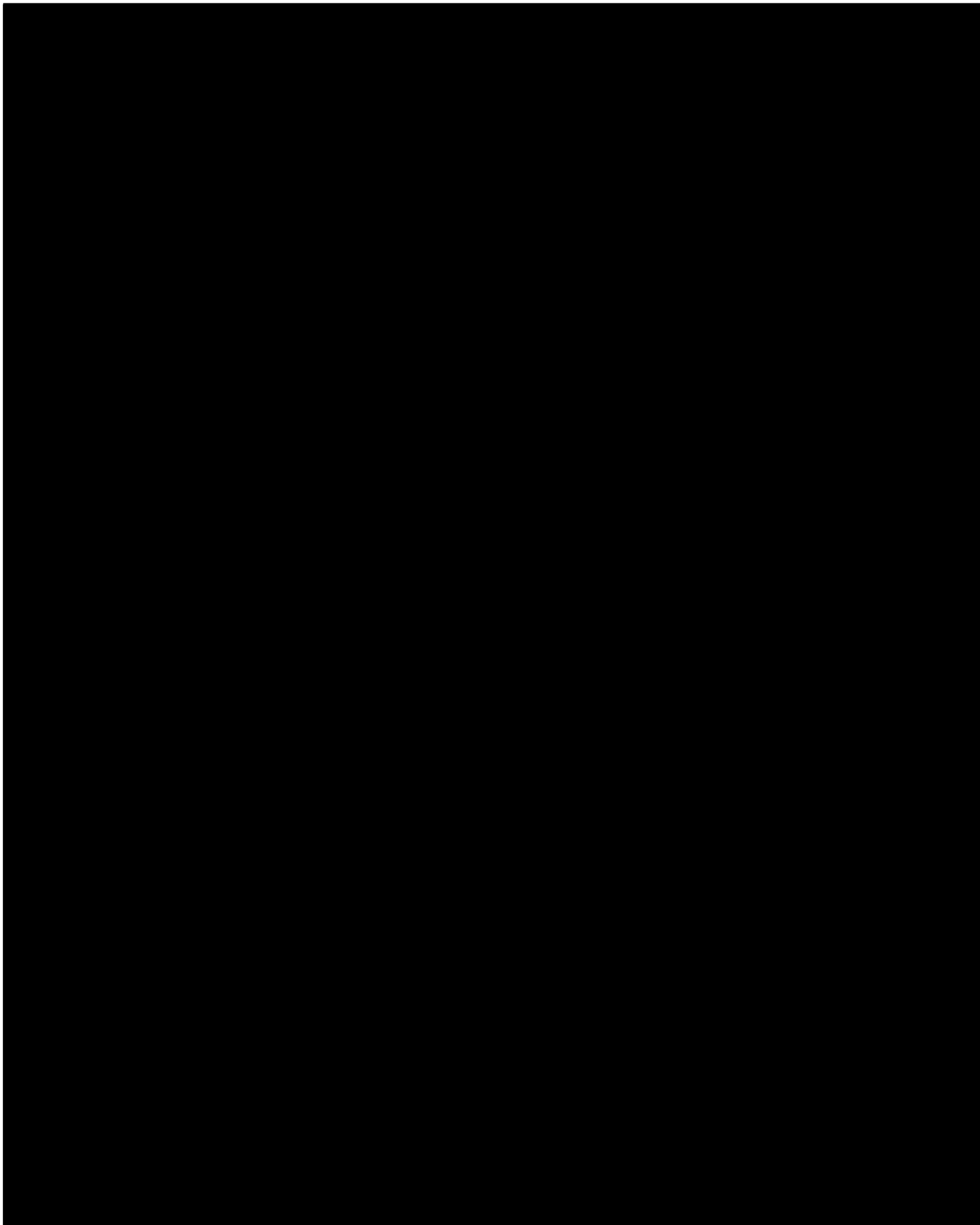
(iii) the fact that the Employee Conceived and/or Originated a Product and/or Service during the Company's normal operating hours or on the Company's premises shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;

(iv) the fact that the Employee Conceived and/or Originated a Product and/or Service outside of the Company's normal operating hours or off of the Company's premises shall not, in and of itself, prevent a Product and/or Service from being considered Disclosure Information.

(c) Information Obtained from Third Parties. For purposes of this Section 1, information "acquired" shall be deemed to include information relayed to the Employee by third parties, whether or not such third parties were compensated by the Company in connection with such acquisition.

NOTICE: Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate Employee to assign or offer to assign to the Company any of Employee's rights in an invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company. This satisfies the written notice and other requirements of RCW 49.44.140.





(d) Patents:

(i) All patents, copyrights, trade secrets and other proprietary rights relating to the Confidential Information or to the Disclosure Information as defined in Section 1 shall be owned by the Company, including but not limited to any and/or all of the Confidential Information and/or Disclosure Information that does not qualify as "Works-Made-For-Hire," if any. The Employee hereby irrevocably sells, assigns, transfers and conveys to the Company and its successors the Employee's entire right, title and interest in the Confidential Information and/or Disclosure Information and any improvements throughout the world, including, without limitation:

(A) all patents, copyrights, trade secrets and other proprietary rights in the Confidential Information and/or the Disclosure Information and all rights to secure registrations, renewals and extensions of the same;

(B) all rights to make use, practice, import, export and otherwise fully exploit the Confidential Information and/or the Disclosure Information and any and all improvements that the Employee or Company may hereafter make or develop;

(C) all rights to file and prosecute applications for patent protection covering the Confidential Information and/or the Disclosure information and improvements thereon, and the processes and designs embodied therein, in the United States and in every other country throughout the world;

(D) all rights under any patent which may be issued on the Confidential Information and/or the Disclosure Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and

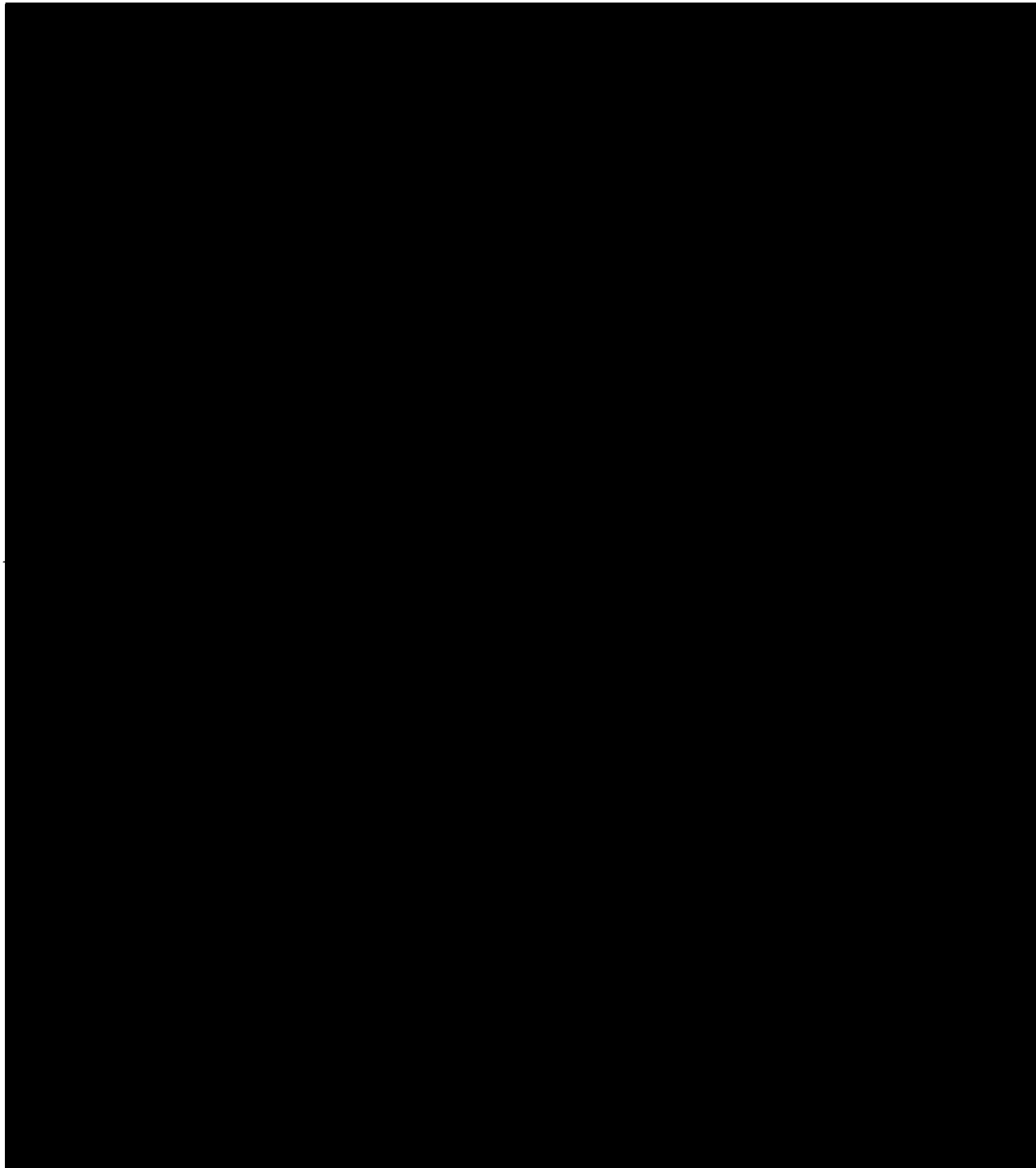
(E) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, or other materials related to the Confidential Information or to the Disclosure Information.

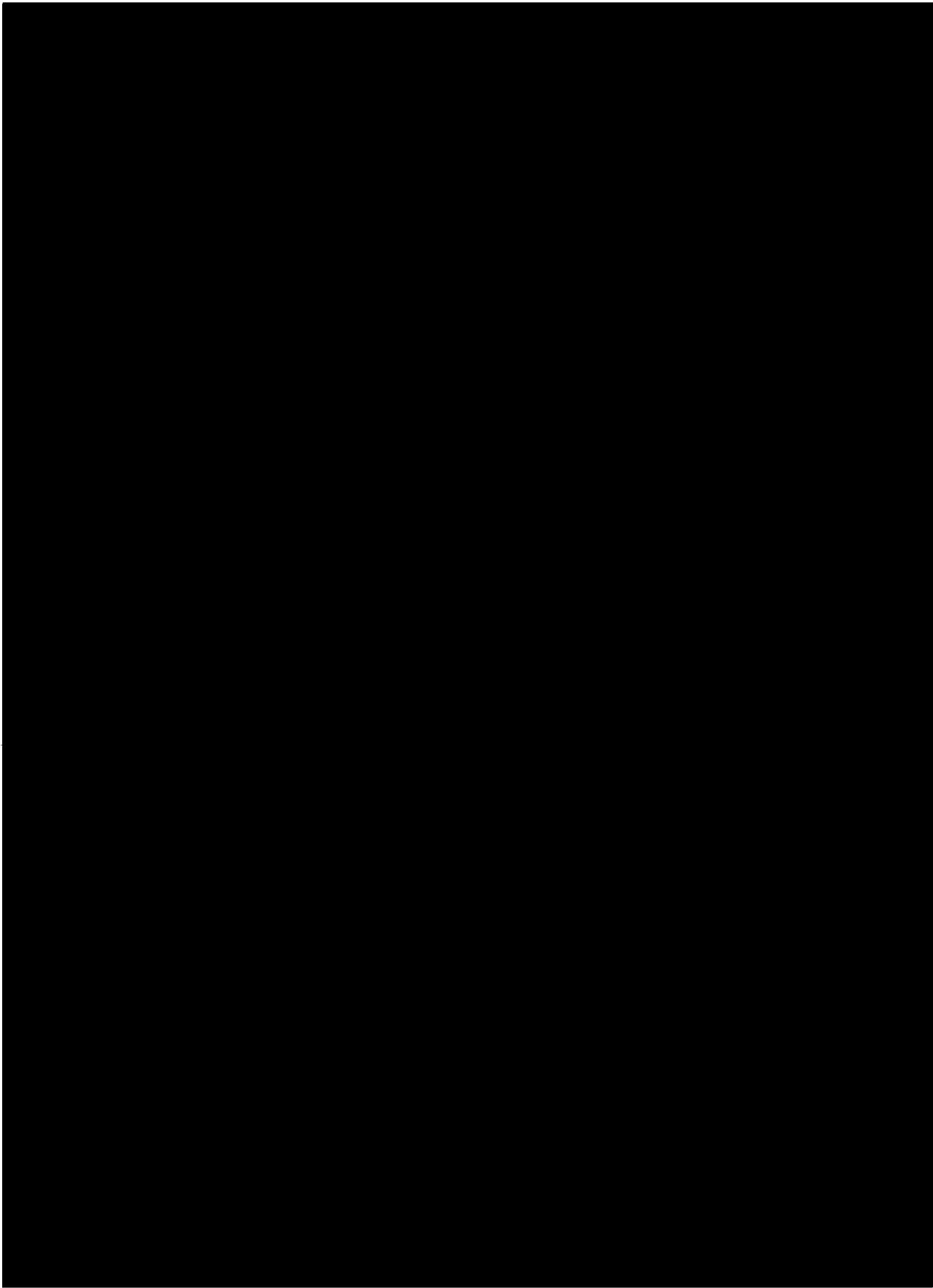
(ii) During the period of his or her employment with the Company, the Employee agrees to provide the Company with such information and know-how in the Employee's possession or control as may be necessary to use, market and/or develop the Confidential Information and the Disclosure Information and improvements.

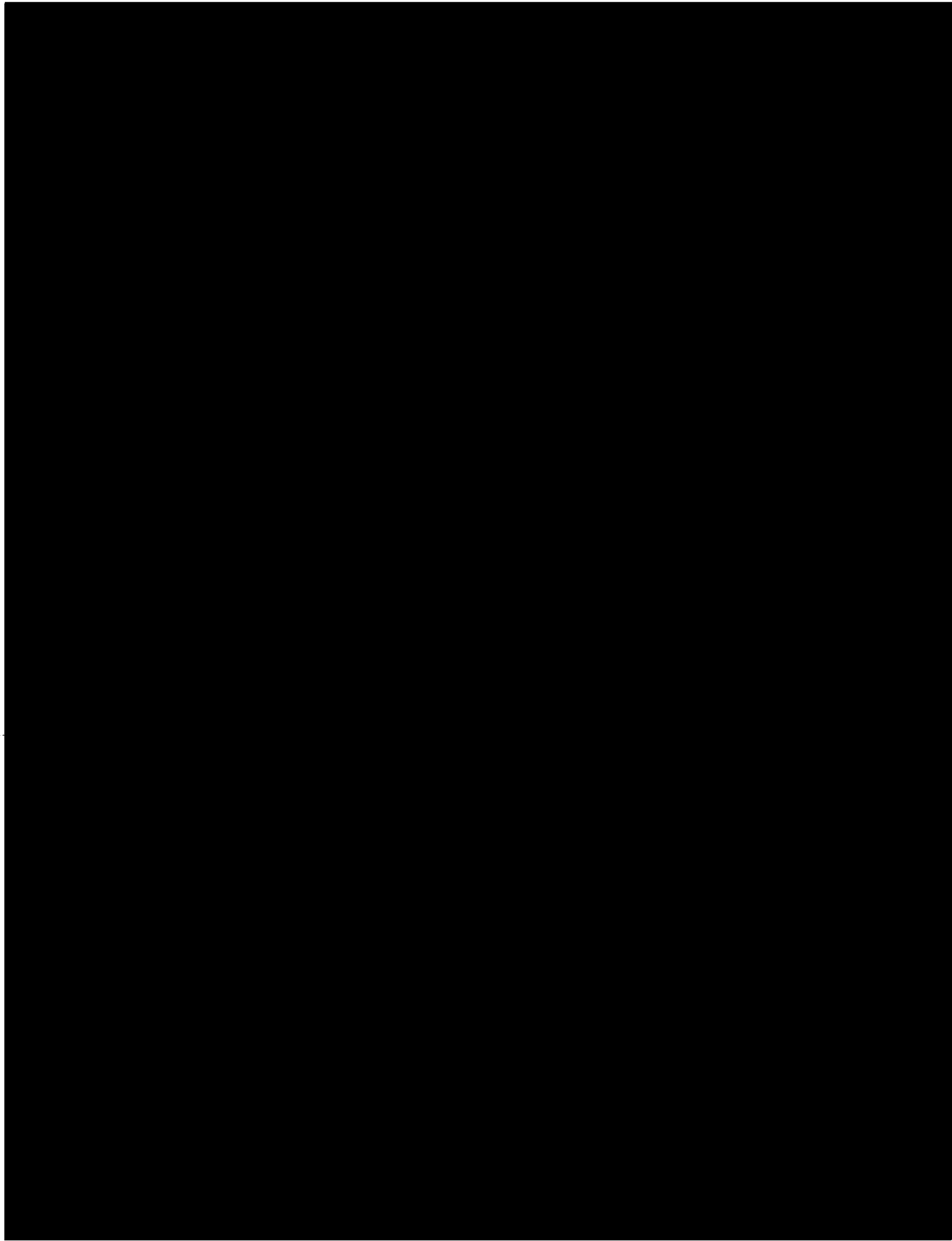
(iii) During the period of his or her employment with the Company and as may be reasonably necessary subsequent to the Employee's employment, the Employee agrees to cooperate with the Company as may be necessary to obtain patent protection for the Confidential Information and the Disclosure Information and improvements and agrees to do such further acts and execute and deliver to Company such

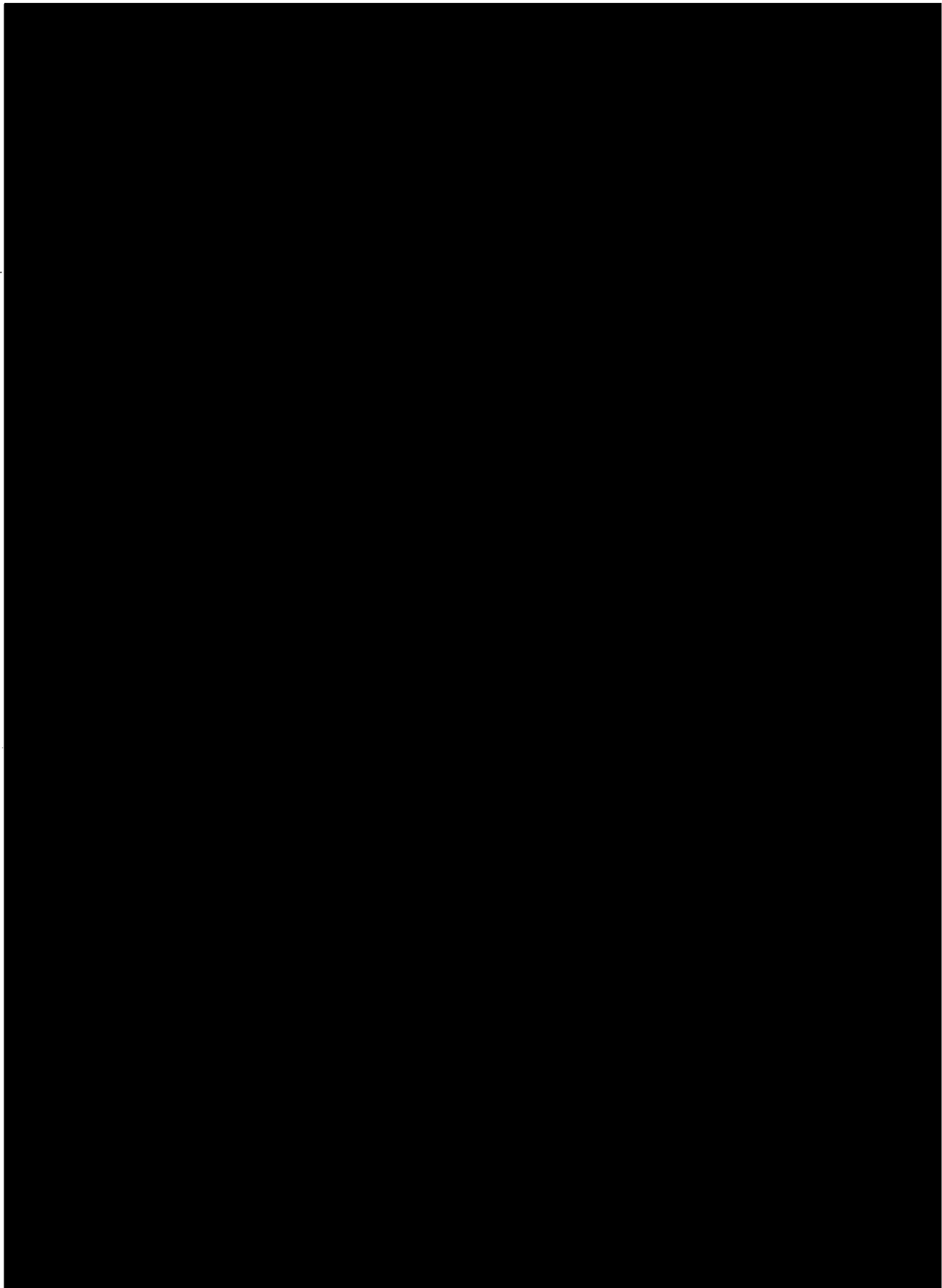
instruments as may be required to perfect, register or enforce the Company's ownership of the rights conveyed under this Agreement. If the Employee fails or refuses to execute any such instruments (without regard to whether or not the Employee is at that time employed by the Company), the Employee hereby appoints the Company as the Employee's attorney-in-fact to act on the Employee's behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

(e) For purposes of this Section 2, the term Company shall be deemed to include the Company as well as any subsidiaries or affiliates of the Company that may, from time to time, become associated with the Company.









16. Rules of Construction.

Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date first written above.

AMAZON.COM, INC.

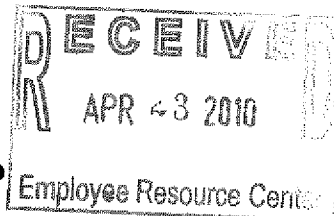
Signature: *AJ Galbato*
Name: Anthony J. Galbato
Title: VP, Human Resources

EMPLOYEE

Signature: *John Smiley*
Name: *John Smiley*
Title: *Database Administrator*

AMAZON.COM, INC.

**CONFIDENTIALITY, NONCOMPETITION AND
INVENTION ASSIGNMENT AGREEMENT**



AGREEMENT dated as of APRIL 20, 2010, by and between Amazon.com, Inc., a Delaware corporation, and MARC LEVY (the "Employee"). As used herein, the "Company" shall mean Amazon.com, Inc. and any affiliate of Amazon.com, Inc., meaning any entity that controls, is controlled by, or under common control with, Amazon.com, Inc.

RECITALS

Employee is entering into this Agreement in connection with his or her acceptance of employment with the Company and as a condition of such employment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and in consideration of their mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Disclosure and Delivery to the Company

(a) Disclosure of Information to the Company. During the course of employment and at the termination thereof, the Employee shall promptly disclose and deliver over to the Company, without additional compensation, to the extent that such disclosure could reasonably be expected to be of interest to the Company, in writing, or in such form and manner as the Company may reasonably require, the following ("Disclosure Information"):

(i) any and all algorithms, procedures or techniques related to the Company's business activities or to the Employee's work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

(ii) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company;

(iii) any and all products and services, and the essential ideas and principles underlying such products and services, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company, whether or not such products or services are marketed, sold, or provided by the Company; and

(iv) any other ideas or information conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company if the idea or information could reasonably be expected to prove useful or valuable to the Company.

(b) Certain Qualifications and Recognitions. The Employee recognizes that he or she will hold an important position at the Company, and that, as one of his or her important job duties, he or she will be expected to conceive, originate, adapt, discover, develop, acquire, evaluate, test, and/or apply ("Conceive and/or Originate") products, services, techniques, algorithms, strategies, procedures and/or ideas ("Products and/or Services"), even when, in order to do so, the Employee must help lead the Company in new directions, or into

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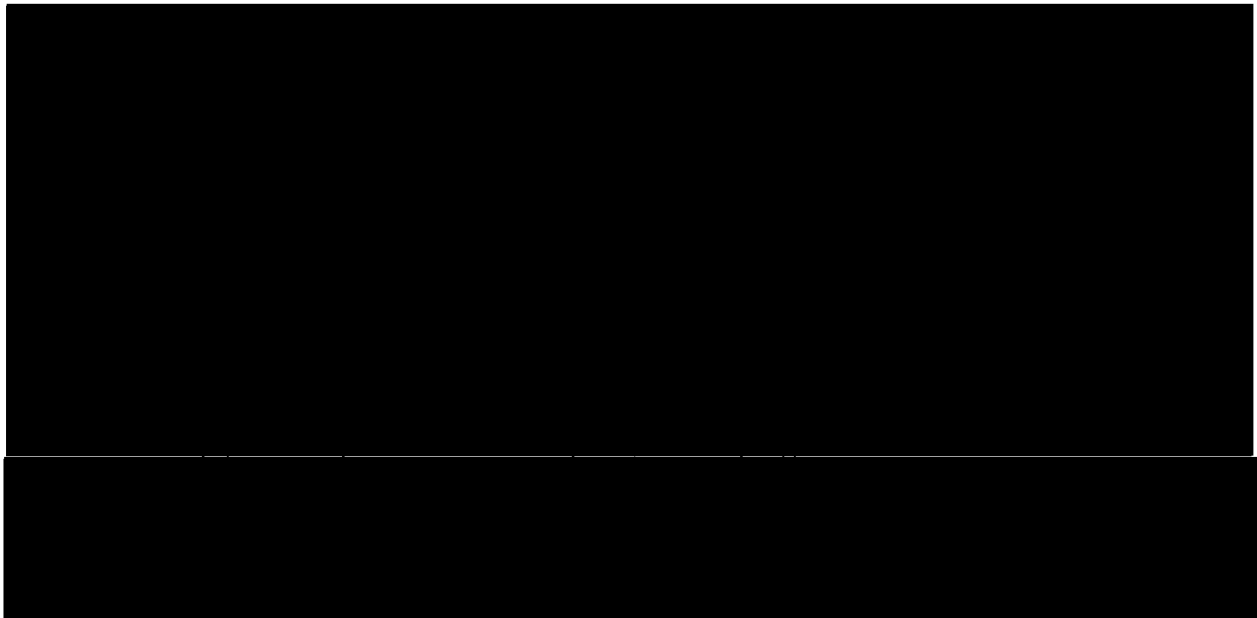
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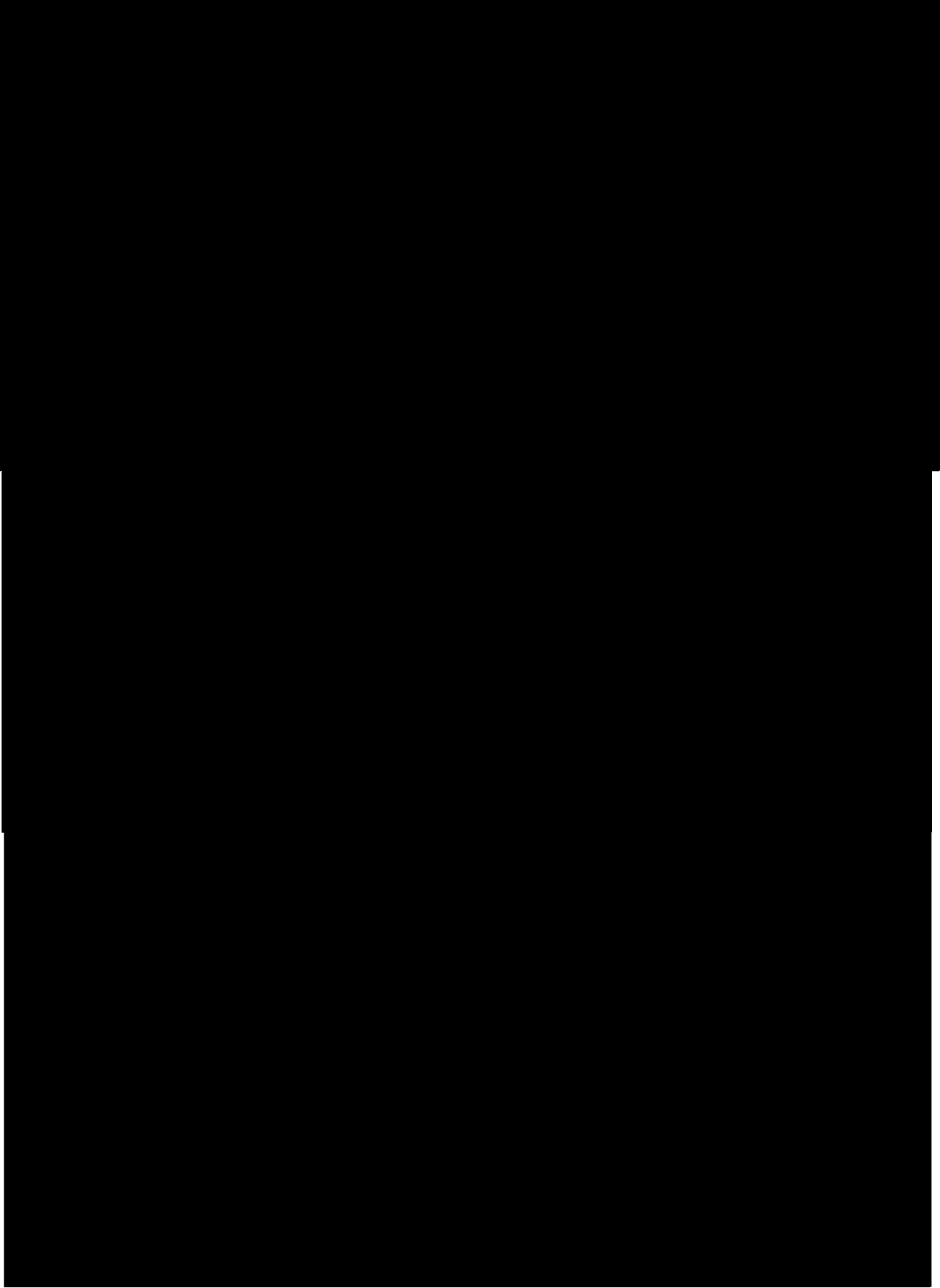
activities and business areas which are new to the Company. However, the Company recognizes that the Employee may Conceive and/or Originate certain Products and/or Services which are unrelated to the activities of the Company, unrelated to the planned activities of the Company, and unrelated to any reasonable extension of the activities or planned activities of the Company ("Unrelated Products and/or Services"). The parties therefore agree, the other provisions of this Section I notwithstanding, that:

- (i) any Unrelated Products and/or Services Conceived and/or Originated by the Employee, even while employed by the Company, shall not be considered Disclosure Information;
- (ii) the fact that the Employee used modest amounts of Company equipment or facilities (for example, by sending e-mail messages using Company computers and network connections) in the course of Conceiving and/or Originating an Unrelated Product and/or Service shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;
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- (iv) the fact that the Employee Conceived and/or Originated a Product and/or Service outside of the Company's normal operating hours or off of the Company's premises shall not, in and of itself, prevent a Product and/or Service from being considered Disclosure Information.

(c) Information Obtained from Third Parties. For purposes of this Section 1, information "acquired" shall be deemed to include information relayed to the Employee by third parties, whether or not such third parties were compensated by the Company in connection with such acquisition.

NOTICE: Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate Employee to assign or offer to assign to the Company any of Employee's rights in an invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company. This satisfies the written notice and other requirements of RCW 49.44.140.





(d) Patents.

(i) All patents, copyrights, trade secrets and other proprietary rights relating to the Confidential Information or to the Disclosure Information as defined in Section 1 shall be owned by the Company, including but not limited to any and/or all of the Confidential Information and/or Disclosure Information that does not qualify as "Works-Made-For-Hire," if any. The Employee hereby irrevocably sells, assigns, transfers and conveys to the Company and its successors the Employee's entire right, title and interest in the Confidential Information and/or Disclosure Information and any improvements throughout the world, including, without limitation:

(A) all patents, copyrights, trade secrets and other proprietary rights in the Confidential Information and/or the Disclosure Information and all rights to secure registrations, renewals and extensions of the same;

(B) all rights to make use, practice, import, export and otherwise fully exploit the Confidential Information and/or the Disclosure Information and any and all improvements that the Employee or Company may hereafter make or develop;

(C) all rights to file and prosecute applications for patent protection covering the Confidential Information and/or the Disclosure information and improvements thereon, and the processes and designs embodied therein, in the United States and in every other country throughout the world;

(D) all rights under any patent which may be issued on the Confidential Information and/or the Disclosure Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and

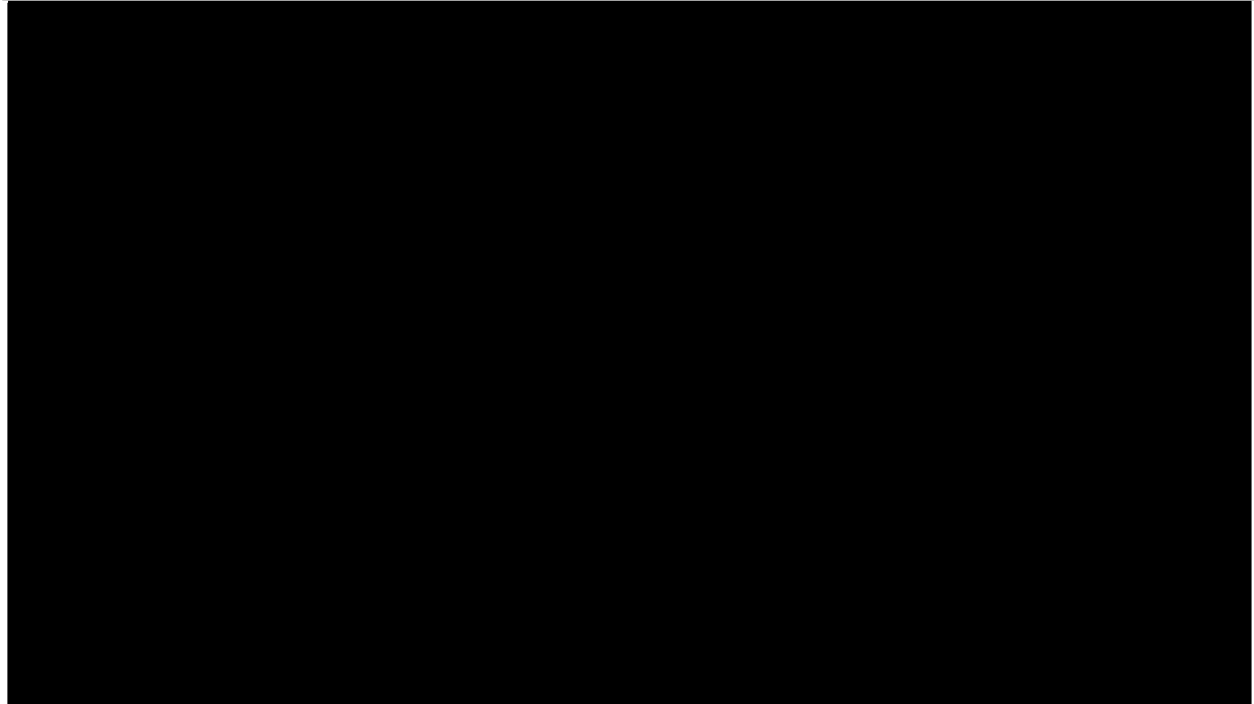
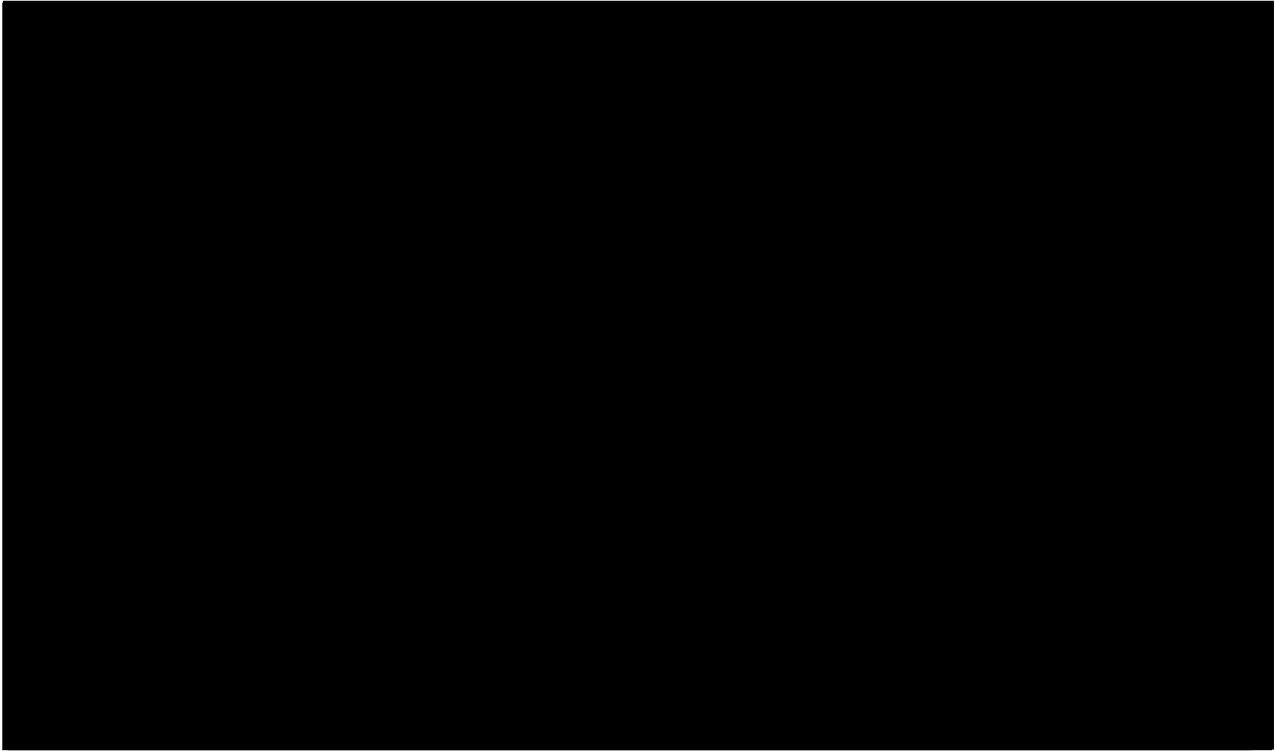
(E) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, or other materials related to the Confidential Information or to the Disclosure Information.

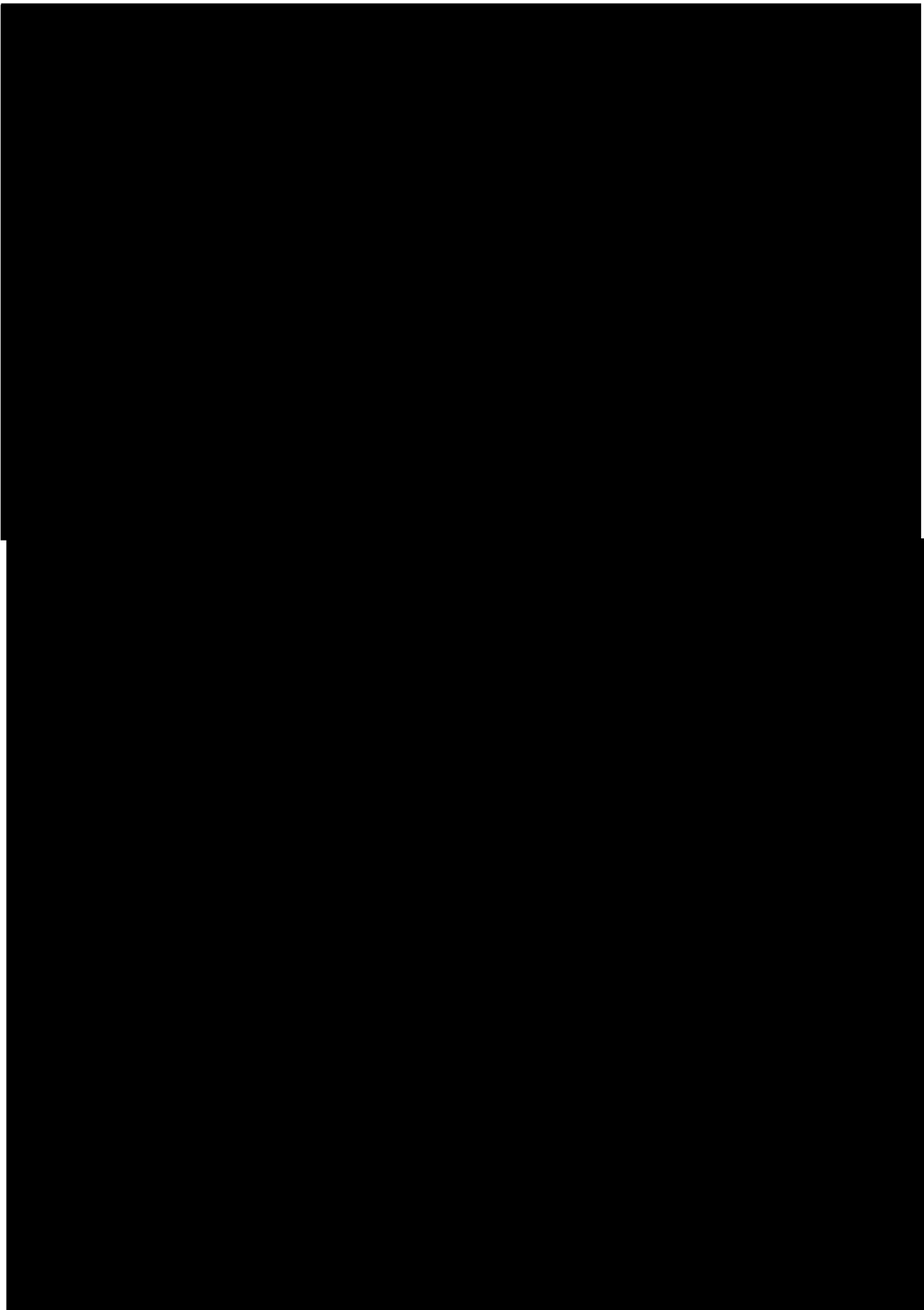
(ii) During the period of his or her employment with the Company, the Employee agrees to provide the Company with such information and know-how in the Employee's possession or control as may be necessary to use, market and/or develop the Confidential Information and the Disclosure Information and improvements.

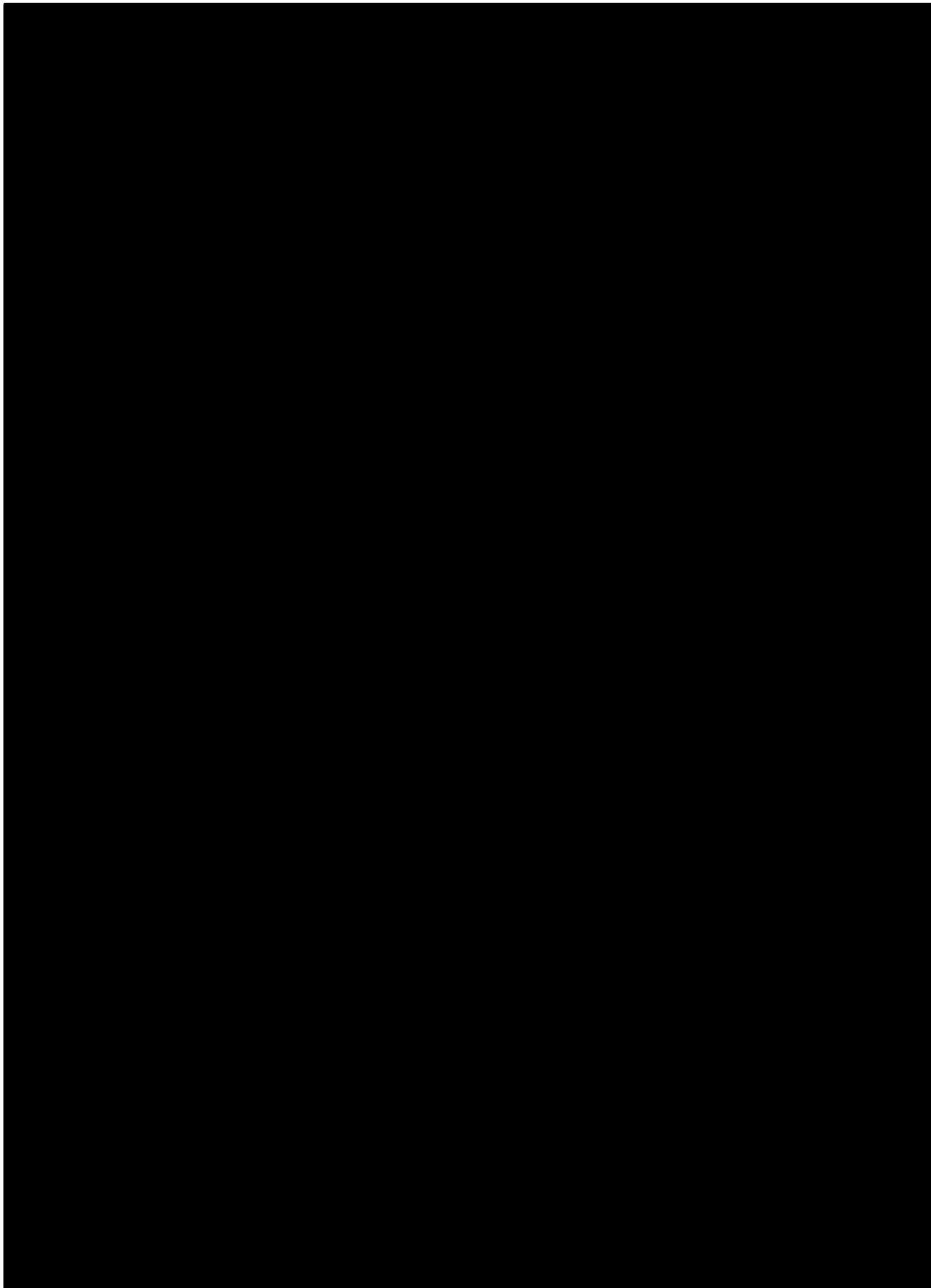
(iii) During the period of his or her employment with the Company and as may be reasonably necessary subsequent to the Employee's employment, the Employee agrees to cooperate with the Company as may be necessary to obtain patent protection for the Confidential Information and the Disclosure Information and improvements and agrees to do such further acts and execute and deliver to Company such

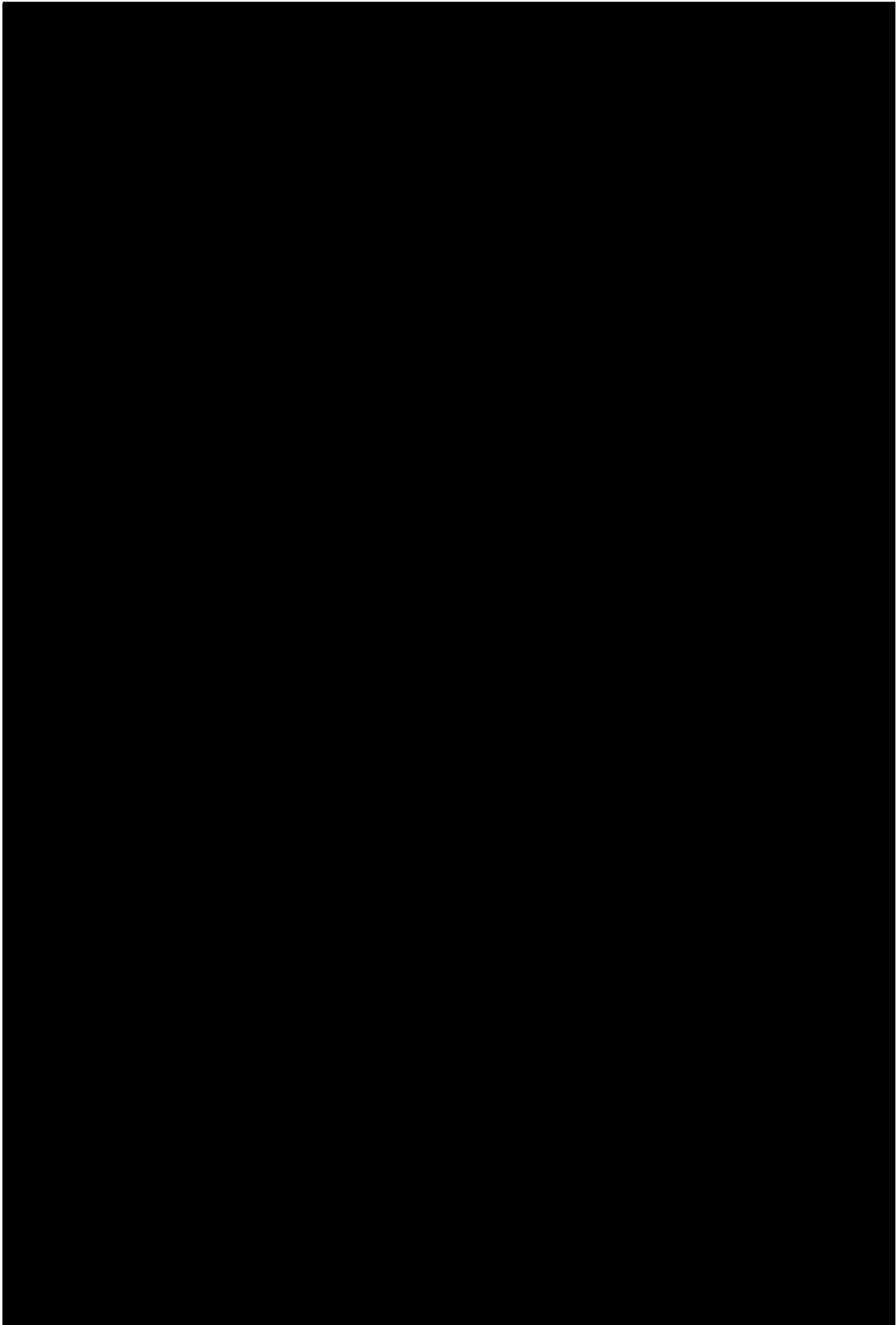
instruments as may be required to perfect, register or enforce the Company's ownership of the rights conveyed under this Agreement. If the Employee fails or refuses to execute any such instruments (without regard to whether or not the Employee is at that time employed by the Company), the Employee hereby appoints the Company as the Employee's attorney-in-fact to act on the Employee's behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

(e) For purposes of this Section 2, the term Company shall be deemed to include the Company as well as any subsidiaries or affiliates of the Company that may, from time to time, become associated with the Company.







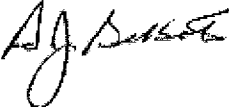


16. Rules of Construction

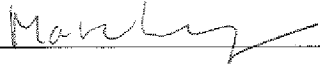
Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date first written above.

AMAZON.COM, INC.

Signature: 
Name: Anthony J. Galbato
Title: VP, Human Resources

EMPLOYEE

Signature: 
Name: MARC LEVY
Title: PRINCIPAL SOFTWARE ENGINEER