

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5548545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XIAOFEI LI	01/07/2019
YING LI	12/23/2006
ZHEHONG TONY QIAN	10/31/2006
BUYING DU	12/10/2012
RECEIVING PARTY DATA	
Name:	CADENCE DESIGN SYSTEMS, INC.
Street Address:	2655 SEELY AVENUE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15249036
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	612.376.6900
Email:	request@slwip.com
Correspondent Name:	SLW / CADENCE DESIGN SYSTEMS
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	3225.163US1 / 16PA081US01
NAME OF SUBMITTER:	JONATHAN FERGUSON
SIGNATURE:	/JONATHAN FERGUSON/
DATE SIGNED:	05/30/2019
Total Attachments: 23	
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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, **Xiaofei LI, Ying LI, Zhehong QIAN, and Buying DU** (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled **MEMORY CONTROLLER HAVING COMMAND QUEUE WITH ENTRIES MERGING** for which Utility Application for Letters Patent of the United States of America was filed on August 26, 2016, as assigned U.S. application no. 15/249,036; and

WHEREAS, **Cadence Design Systems, Inc.**, a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at **2655 Seely Avenue, San Jose, California 95134** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assign, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any provisional from which priority is claimed, continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under any international conventions or treaties; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

[1] 1/7/2019
Date

Xiaofei Li
Xiaofei LI

[2] _____
Date

/ _____ /
Ying Li

[3] _____
Date

/ _____ /
Zhehong QIAN

[4] _____
Date

/ _____ /
Buying DU

CADENCE DESIGN SYSTEMS, INC.

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by Cadence Design Systems, Inc. (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1.

1. NONDISCLOSURE

1.1 Recognition of Company's 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 of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of, or acquired by, the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) information relating to products, processes, know-how, designs, drawings, concepts, test data, formulas, methods, compositions, ideas, algorithms, techniques, developmental or experimental work, improvements and discoveries, (hereinafter collectively referred to as "Inventions"); (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. 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, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the 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 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.

1.4 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 any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to my former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. 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 the Company.

2. ASSIGNMENT OF INVENTIONS

2.1 Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit B (Previous Inventions) attached hereto a complete list of all inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention(s) would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Invention(s) in Exhibit B, 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 B for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable,

perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first 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 Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). I have reviewed the notification on Exhibit A (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

2.5 Obligation to Keep Company Informed. During the period of my employment and for one (1) year after termination of my employment with the company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others, particularly if I leave the Company and become employed by a competitor of the Company, or if I commercialize an idea that the Company decided not to pursue. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf during my employment or within a year after termination of employment. At the time of each such disclosure, 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 and will not use for any purpose or disclose to third parties without my consent any

confidential information disclosed in writing 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.

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

2.7 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).

2.8 Enforcement of Proprietary Rights. During and after my employment with the Company, I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions 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 Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions 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.

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 and in 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. I hereby waive and quitclaim to the Company any and all claims, of any

nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. **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 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.

4. **ADDITIONAL ACTIVITIES.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company.

5. **NO SOLICITATION.** I agree that, during the term of my employment with the Company, and for a period of one (1) year following the date of my termination of employment with the Company, I will not (1) form a business relationship with, offer to employ, or arrange employment of, anyone who is at that time employed by the Company or has been employed by the Company for any period of time during the previous (6) months, nor shall I induce any employee of the Company to leave the employ of the Company; or (2) solicit the business of any client or customer of the Company (other than on behalf of the Company).

6. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement, and of my duties as an employee of the Company, does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

7. **RETURN OF COMPANY DOCUMENTS AND PROPERTY.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notebooks, notes, memoranda, source code, specifications, devices, formulas, records, manuals, reports and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company, that is within my possession, custody or

control. Further, upon termination of employment I also will return any and all Company property or equipment in my possession, custody or control. Prior to leaving, I will cooperate with the Company in completing and signing the Company's agreement regarding termination.

8. **NON-PRIVATE NATURE OF COMPANY PROPERTY.** I understand that I have no expectation of privacy in the voicemail and electronic mail provided to me by the Company or in any property situated on the Company's premises and/or owned by the Company, including disks and other storage media, filing cabinets or other work areas. I further understand that such property, including voicemail and electronic mail, is subject to inspection by Company personnel at any time.

9. **AT-WILL EMPLOYMENT.** I agree and understand 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 the employment relationship at any time, for any reason, with or without cause, and with or without notice.

10. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

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.

12. GENERAL PROVISIONS.

12.1 Governing Laws, Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to 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. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Santa Clara County, California for any lawsuit filed there against me by

Company arising from or related to this Agreement.

12.2 Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

12.3 Survival. The provisions of 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.

12.4 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.5 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant 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 matter hereof and supersedes all prior discussions between us, except that the Agreement Regarding Employment, Cadence Code of Conduct, and my offer letter, all of which I signed, are incorporated herein. 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 the party to be charged. Any subsequent change or changes in my duties, salary or compensation 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, namely: _____, 19____.

I HAVE READ THIS AGREEMENT
CAREFULLY AND UNDERSTAND ITS TERMS. I
HAVE COMPLETELY FILLED OUT EXHIBIT B TO
THIS AGREEMENT.

Dated: 2006/12/23

Signature Ying Li

(Printed Name) Ying Li

ACCEPTED AND AGREED TO:

CADENCE DESIGN SYSTEMS, INC.

By: Tony Brown
Title: Service Manager
Date: Dec. 25 2006

EXHIBIT A
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 developed 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 of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(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.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Ying Li
(printed name of employee)

Date: 2006/12/23

WITNESSED BY:

Tony Dian
(printed name of representative)
Dated: Dec. 25, 2006

A-1.

7.

EXHIBIT B

TO: Cadence Design Systems, Inc.
 FROM: Ying Li
 DATE: 2006.12.23
 SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by [Company] (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ 1 No inventions or improvements.

☐ 2 See below:

☐ 3 Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>

☐ 4 Additional sheets attached.

Jurisdiction. This Agreement will be governed by and construed according to 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. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Santa Clara County, California for any lawsuit filed there against me by Company arising from or related to this Agreement.

12.2 Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

12.3 Survival. The provisions of 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.

12.4 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.5 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant 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 matter hereof and supersedes all prior discussions between us, except that the Agreement Regarding Employment, Cadence Code of Conduct, and my offer letter, all of which I signed, are incorporated herein. 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 the party to be charged. Any subsequent change or changes in my duties, salary or compensation 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, namely: _____, 19____.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT B TO THIS AGREEMENT.

Dated: Oct. 31, 2006

Tony Diem
Signature

Tony Diem
(Printed Name)

ACCEPTED AND AGREED TO:
CADENCE DESIGN SYSTEMS, INC.

By: _____

Title: _____

Date: _____

EXHIBIT A
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 developed 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 of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;
- (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.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Tony Diom
(printed name of employee)
Date: Oct. 31, 2006

WITNESSED BY:

(printed name of representative)
Dated: _____

A-1.

EXHIBIT B

TO: Cadence Design Systems, Inc.
 FROM: Tony Pion
 DATE: Oct. 31, 2006
 SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of any employment by [Company] (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

- ☒ 1 No inventions or improvements.
☐ 2 See below:

☐ 3 Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary 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.	_____	_____	_____

☐ 4 Additional sheets attached.

B-1.

Employee Proprietary Information and Inventions Agreement

In consideration of my employment or continued employment by Cadence Design Systems Management (Shanghai) Co. Ltd., Cadence Design Systems Management (Shanghai) Co. Ltd. - Beijing Branch, Cadence Design Systems Management (Shanghai) Co. Ltd. - Shenzhen Branch, Shanghai Cadence Electronics Technology Company Ltd., or Beijing Cadence Electronics Technology Company Ltd. (collectively referred to as "Cadence China Group" and for the avoidance of doubt, I agree that the term "Company" as used herein shall refer to any of the entities in the Cadence China Group, and Cadence Design Systems, Inc. and its subsidiaries and affiliates), and the compensation now and hereafter paid to me, I hereby accept and agree to the following:

0012-05

1. Nondisclosure

1. **Recognition of Company's 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 of the Company's Proprietary Information (defined below) unless: (a) such disclosure, use or publication may be required in connection with my work for the Company; or (b) a member of the Chief Executive Officer's staff provides advance written authorization for such disclosure, use or publication. I will obtain the advance written authorization of an officer of the Company before publishing or submitting for publication any material (written, spoken, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I understand that all Proprietary Information shall be the sole property of the Company and its assigns.
2. **Proprietary Information.** The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information belonging to the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) information relating to products, processes, know-how, designs, drawings, concepts, circuits, test data, formulas, methods, compositions, algorithms, techniques, developmental or experimental work, improvements, unpublished patent applications, source code and discoveries (hereinafter collectively referred to as "Inventions"); (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) customer and vendor lists, contacts, plans, and agreements with customers, vendors, and others; (d) program and product designs and specifications; and (e) personnel and contact lists, organization charts and all confidential employee data, including without limitation information regarding the skills, expertise and compensation of Cadence personnel.
3. **Third Party Information.** I understand that the Company has in its possession, and will continue to receive, confidential or proprietary information belonging to third parties ("Third Party Information"), which the Company is obligated to keep confidential and to use only for certain prescribed purposes. During my employment with the Company and continuing thereafter, I will hold all Third Party Information in the strictest confidence and will not disclose it to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use it for any purpose (except in connection with my work for the Company) without the advance written authorization of an officer of the Company.
4. **No Improper Use of Information of Prior Employers and Others.** During my employment with the Company, I will not improperly use or disclose any confidential information or trade secrets of any former employer or any other person to whom I have an obligation of confidentiality. In addition, I will not bring any unpublished documents or any property belonging to my former employer or any other person to whom I have an obligation of confidentiality onto the Company's premises without first obtaining and providing to my manager written authorization from that former employer or person. I will use in the performance of my duties only information that is: (a) generally known and used by persons with training and experience comparable to my own; (b) common knowledge in the industry or otherwise legally in the public domain; or (c) otherwise provided or developed by the Company. For clarification, if my previous employer is now a subsidiary of or merged with the Company, then it is not considered a "former employer" for purposes of this paragraph.

012-05

杜步瀛
Employee Initials

0012-05

2. Assignment of Inventions

2.1. **Inventions and Proprietary Rights.** The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world. The term "Inventions" is defined in Section 1.2 above. The term "Company Inventions" shall mean all Inventions, and all Proprietary Rights with respect to Inventions, that I have, directly or indirectly, alone or jointly with others, made, authored, conceived, developed or reduced to practice during my employment with the Company, as well as any and all patent applications filed by me or by a third party based on such Inventions.

2.2. **Assignment of Inventions.** I hereby assign to the Company, or to a third party as directed by the Company, all my rights, title and interest in and to any and all Company Inventions.

2.3. **Prior Inventions and Non-employment Inventions.** As an exception to Section 2.2, I understand that I am not required to assign, and do not hereby assign, under this Agreement:

(a) any Invention to the extent it was created by me prior to the commencement of my employment with the Company (each a "Prior Invention"), or

(b) any Invention that does not relate to the Company's business (or anticipated research and development) and does not result from any work I perform for the Company, to the extent that I develop such Invention entirely on my own time without using the Company's equipment, supplies, facilities or Proprietary Information (each a "Non-employment Invention").

To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Prior Inventions. If disclosure of any such Prior Invention(s) would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Invention(s) in Exhibit B, 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. Spaces are provided in Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions or Non-employment Inventions in any work I do for the Company without the advance written authorization of an officer of the Company, with the exception of any Prior Inventions that belong to a company that is now a subsidiary of or merged with Company. If, in the course of my employment with the Company, I do, in violation of this section, incorporate a Prior Invention or a Non-employment Invention into work I do for the Company, I hereby grant the Company, and will take all reasonable actions necessary to assist the Company in obtaining, a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Inventions and Non-employment Inventions.

2.4. **Obligation to Keep Company Informed.** I agree to promptly disclose to the Company fully and in writing all Company Inventions. In addition, I agree to promptly disclose to the Company all patent applications filed by me or on my behalf during my employment, or after if based on a Company Invention. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify as Non-employment Inventions and I will provide the Company with a written account of all of the evidence necessary to substantiate my belief.

2.5. **Obligations of Confidentiality.** The Company agrees to keep in confidence and not use for any purpose or disclose to third parties, without my consent, any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Non-employment Inventions, except as reasonably necessary to exercise any licenses I may grant to the Company regarding such Non-employment Inventions. I agree to keep in confidence and not use for any purpose other than the performance of my duties to the Company, or disclose to third parties without the Company's prior consent in writing, any Proprietary Information or Company Inventions.

2.6. **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 Copyright Law of the People's Republic of China (Section 16). I agree that the copyright of the abovementioned "works made for hire" shall be owned by the Company.

2.7. **Enforcement of Proprietary Rights.**

(a) During and after my employment with the Company, I will assist the Company in every proper way to obtain, and from time to time enforce, Proprietary Rights relating to Company Inventions in any and all countries and jurisdictions. To that end I will execute, verify and deliver such documents, appear as a witness, and perform other acts as the Company may reasonably request in connection with applying for, obtaining, perfecting, evidencing, defending, sustaining and enforcing its Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights

relating to Company inventions in any and all countries shall continue beyond the termination of my employment.

- (b) 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. This appointment is coupled with an interest to act for 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.
- (c) I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. Records

I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings, electronic files, and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Company Inventions (the "Company Records"). I agree not to keep copies of the Company Records in locations outside the Company unless necessary to fulfill my duties to the Company, and then only upon obtaining prior written approval from my manager. I agree that the Company Records are the sole property of the Company and I agree to make Company Records available to the Company at all times.

4. Return of Company Documents and Property

When I leave the employ of the Company, I will deliver to either my manager or the Company's legal department:

- (a) all drawings, notebooks, notes, memoranda, source code, specifications, devices, formulas, records, manuals, reports and documents, together with all copies thereof in my possession, custody or control;
- (b) all Company Records and any other material(s), including emails hard and soft copy documents, containing or disclosing any Company Inventions, Third Party Information or Proprietary Information in my possession, custody or control;

and

- (c) all Company property or Company equipment in my possession, custody or control.

Prior to leaving, I will cooperate with the Company in completing and signing the Company's Exit Acknowledgement form.

5. Additional Activities

I agree that during my employment with the Company I will not engage in any employment outside the Company nor will I engage in any business activity, which is competitive with or would otherwise conflict with my employment with the Company, without first obtaining the prior written approval of the Office of the General Counsel. A form for obtaining such approval is available to me through the Company's Intranet.

6. No Solicitation

I agree that during the term of my employment with the Company, and for a period of one (1) year following the date of my termination of employment with the Company, I will not participate, in any way, in the solicitation or recruitment, for my own benefit or on behalf of any entity, of any person who is at that time an employee of the Company or who has been employed by the Company for any period of time during the previous three (3) months, nor shall I induce or encourage any such person to leave the employ of the Company. I also agree that at all times, during my employment with the Company and thereafter, I will not use Proprietary Information belonging to the Company or Third Party Information I have obtained during my employment with the Company to solicit or provide service to any client or customer of the Company on behalf of any person or business entity other than the Company.

7. No Conflicting Obligation

I represent that I owe no obligations, of confidentiality or otherwise, to any third party that could:

- (a) prevent me from performing the duties of my job with the Company; or
- (b) prevent me from fully complying with the terms of this Agreement.

8. Non-Private Nature of Company Property

I understand that I shall have no right to or expectation of privacy in the voicemail, computing and communication devices, electronic mail, and instant messaging and other communication media, provided to me by the Company or in any property situated on the Company's premises and/or owned by the Company, including computing and communication devices, disks and other storage media, filing cabinets, desks, cubicles, offices or other work areas. I further understand that such property, including voicemail, computing and communication devices, electronic mail and instant messaging and other communication media is subject to inspection by Company personnel at any time.

9. Notices

Any notices required or permitted by this Agreement shall be given to the Company at its San Jose, California headquarters' address, and to me and to me at my residential address that I have provided to the Company, unless either party specifies in writing its preference to receive notices relating to this Agreement at another address. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

10. Notification of New Employer

In the event that I leave the employ of the Company, I hereby authorize the Company to notify my new employer of my rights and obligations under this Agreement.

11. General Provisions

11.1 Effective Date. This Agreement shall take effect on the date signed by me ("Effective Date"), superseding and replacing all versions of the Cadence Employee Proprietary Information and Inventions Agreement that were previously in effect.

11.2 Governing Laws and Dispute Resolution. This Agreement will be governed by and construed according to the laws of the People's Republic of China ("P.R.C."). I hereby expressly consent that any lawsuit against me by the Company arising from or related to this Agreement shall be subject to the court in the P.R.C. where the Company is located.

11.3 Severability. In the event any of the provisions contained in this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any of the provisions contained in this Agreement are for any reason held to be excessively broad as to duration, geographic scope, activity or subject, such provisions shall be construed by limiting the duration, geographic scope, activity or subject only to the extent necessary to render them enforceable and compatible with applicable law.

11.4 Survival. The provisions of 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.

11.5 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

11.6 Entire Agreement. This Agreement, together with the Cadence Code of Business Conduct and my offer letter, as well as any Non-Competition Agreement I may have, supersede all prior discussions between the Company and me and constitute the complete and exclusive agreement of the parties with respect to the subject matter hereof. 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 the Company's Office of the General Counsel. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.



Cadence Design Systems, Inc.
Employee Proprietary Information and Inventions Agreement

Signature and Acknowledgment

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT B TO THIS AGREEMENT. I acknowledge that no modification of or amendment to this Agreement, nor any waiver of any of the Company's rights under this Agreement, will be effective unless in writing and signed by the Company's Office of the General Counsel. I further acknowledge that, by commencing OR CONTINUING my employment with the Company, I hereby agree to the terms set forth in this Agreement in its unaltered typewritten form, notwithstanding any marks or changes to the contrary on the face of this Agreement.

杜步瀛
Signature

2012-12-10
Date

Buyang Du
Name (please print)

EXHIBIT A

DISCLOSURE OF EMPLOYEE PRIOR INVENTIONS

(Must be completed and signed prior to commencement of employment, even if there is no Prior Invention.)

TO: Cadence Design Systems, Inc.

FROM: Buyang Du
(Print name of employee)

SUBJECT: Prior Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements, including patents and patent applications, relevant to the subject matter of my employment by Cadence Design Systems, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment or consulting relationship with by the Company. Also include information on which person or company owns the inventions or improvements, e.g., a previous employer or yourself.

[CHECK THE APPLICABLE BOXE(S)]:

☐ No inventions or improvements.

☐ See below:

一种红外水分探测仪

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement or the non-public nature of the inventions or improvements, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies). [Fill in cursory information about the invention/ improvement, the party(ies) that own the invention/ improvement, and the relationship between such party(ies) and yourself.]

[CHECK THE APPLICABLE BOXE(S)]:

☐ Not applicable.

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

☐ Additional sheets attached.

By signing here, I acknowledge that I have accurately disclosed in Exhibit B any and all information regarding Prior Inventions, and I shall not use the disclosed Prior Inventions, if any, at the Company.

杜步瀛
(Employee Signature)

2012-12-10
(Date)