

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5966053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SIJIE LI	10/07/2019
RUI L. PETERSON	04/16/2014
MATTHEW C WALDON	10/08/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	APPLE INC.
<b>Street Address:</b>	ONE APPLE PARK WAY
<b>City:</b>	CUPERTINO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95014
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16792323
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(003)562-2297
<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>	
<b>Phone:</b>	97235622291
<b>Email:</b>	info@dkpat.co.il
<b>Correspondent Name:</b>	KLIGLER & ASSOCIATES PATENT ATTORNEYS LTD
<b>Address Line 1:</b>	P. O. BOX 57651
<b>Address Line 4:</b>	TEL AVIV, ISRAEL 61576
<b>ATTORNEY DOCKET NUMBER:</b>	P40756US1/1020-2002.1
<b>NAME OF SUBMITTER:</b>	SVETLANA RUDNIK
<b>SIGNATURE:</b>	/Svetlana Rudnik/
<b>DATE SIGNED:</b>	02/17/2020
<b>Total Attachments: 10</b>	
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## ASSIGNMENT

THIS PATENT ASSIGNMENT is made from the inventors named below (hereinafter, Assignors) to APPLE INC., a California corporation, having a place of business at One Apple Park Way, Cupertino, CA95014, USA (hereinafter, Assignee).

WHEREAS the Assignors have made an invention that is described in the attached patent application entitled CAMERA WITH ASYMMETRIC FIELD OF VIEW (hereinafter, the Invention),

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to the Assignors, the receipt and sufficiency of which are hereby acknowledged, the Assignors agree to assign, and hereby do assign, to the Assignee the entire right, title and interest in and to the Invention, including, without limitation, the above-mentioned patent application and all other provisional and non-provisional applications deriving from the above-mentioned patent application, and including any original and/or reissued Letters Patent of the United States granted for the Invention and any divisions, reissues, continuations, continuations-in-part and extensions of any such patent application(s), and including any patents or other forms of protection of industrial property that may be granted in relation to the Invention in any other country, and including the rights to file and prosecute all applications for patents and other forms of protection of industrial property in the United States and other countries and to claim priority from the above-mentioned patent application in the United States and in any other country, and including the subject matter of any and all claims which may be obtained in such patents and the right to enforce such patents.

The Assignors hereby authorize and request the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from the above-mentioned patent application and any divisions, reissues, continuations, continuations-in-part thereof to the Assignee, as Assignee of the entire interest, and likewise authorize officials of other countries to issue patents and other forms of industrial property protection to the Assignee.

The Assignors hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith.

Each of the Assignors agrees to execute all papers in connection with the above-mentioned patent application and any applications filed as divisions, reissues, continuations, or continuations-in-part thereof or otherwise deriving from the above-mentioned patent application, including separate assignments in connection with such applications, that the Assignee may deem desirable for the purposes of obtaining, protecting and enforcing its rights in the Invention.


Each of the Assignors agrees to communicate to the Assignee or representatives thereof any facts known to him or her respecting the Invention and improvements thereof, and will, upon request, but without expense to him or her, testify in any legal proceedings

regarding the invention and provide any other assistance deemed necessary by the Assignee to obtain, protect and enforce its rights in the Invention.

This Assignment shall be binding upon the heirs, executors, administrators, and assigns of each of the Assignors, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Assignee.

IN WITNESS WHEREOF, the Assignors have executed this Assignment on the date or dates indicated below:

First inventor: Sijie Li, citizen of China

Inventor signature:  Date: 10/07/2018

Residence: San Jose, CA, USA

Second inventor: Rui L. Peterson, citizen of \_\_\_\_\_

Inventor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: San Jose, CA, USA

Third inventor: Matthew C Waldon, citizen of USA

Inventor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: San Francisco, CA, USA



## Confidentiality and Intellectual Property Agreement

This Confidentiality and Intellectual Property Agreement ("Agreement" or "IPA Agreement") is entered into between you (also referred to as "Employee") and Apple Inc., a California corporation having its principal place of business at 1 Infinite Loop, Cupertino, California 95014 USA (collectively and severally with its affiliates and subsidiaries, "Apple") (Employee and Apple collectively, the "parties"). Apple has agreed to employ you (or continue to employ you if this Agreement is signed after you have already been employed by Apple) on the condition that you agree to and abide by all of the following terms and conditions for the duration of your employment by Apple, including but not limited to during any leave of absence or other time off, and thereafter.

Apple's business includes the research & development, design, engineering, programming, assembly, manufacture, distribution, retail, and sale of electronic goods, software, content, and services. As a full-time or part-time employee, intern, or temporary or contingent worker employed by Apple, you will have access to various types of confidential information that is owned by Apple or to which Apple has separately committed to one or more third parties to maintain as confidential. Therefore, to protect Apple's intellectual property rights and business and technical secrets and safeguard both parties' interests, the parties hereby agree as follows in consideration of the above premises, the mutual promises contained herein, and the compensation paid to you in connection with your at-will employment by Apple.

[REDACTED]

<sup>1</sup> Nothing in this Agreement should be interpreted as restricting your rights to speak freely about your wages, hours, or working conditions as legally permitted.

II. INVENTIONS

- A. **Definition of Invention.** As used in this Agreement, "Inventions" means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulas, processes, specifications, technology, computer programs or portions thereof, databases, mask works, results, know-how, trade secrets and proprietary information, documentation, and materials made, created, conceived, or reduced to practice by you, alone or jointly with others.
- B. **Prior Inventions.** In the space provided below, or on a separate sheet attached to this Agreement, you may list all Inventions that you made prior to your employment with Apple and that you claim an ownership or any other legal right or title in ("Prior Inventions"). If you do not claim an ownership or other legal right or title in a Prior Invention because you assigned all rights to a previous employer, then you should not list the Prior Invention. You should not include any information that is subject to a confidentiality obligation to a third party.

You agree that you will not incorporate, or permit to be incorporated, any Prior Inventions in any Apple product, service, process, or method (collectively "Apple Product") without Apple's prior written consent.

- You further agree to grant and do hereby grant to Apple a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license without any additional compensation to make, have made, use, offer to sell, sell, import, export, reproduce, modify, display, perform, transmit, and otherwise distribute and exploit any listed Prior Invention(s) that is incorporated or used in or for an Apple Product, (i) with your knowledge, involvement, acquiescence, or permission, (ii) if you were involved in the development or implementation of the relevant part of the Apple Product, or (iii) if you do not promptly object to the public use or commercialization of the relevant part of the Apple Product in a written notice to an Apple Vice President.

- If you do not list a Prior Invention, you acknowledge and agree that no such Prior Inventions exist, and, to the extent such Prior Inventions do exist, you waive any and all past, present, and future claims against Apple relating to such Prior Inventions. You understand that your listing of any Prior Inventions here does not constitute an acknowledgment by Apple of the existence or extent of such Prior Inventions, nor of any ownership of such Prior Inventions. Please do not use this space to disclose an ongoing business or project, or a product that you are developing and/or distributing; such ongoing activity must be disclosed and presented to your manager in writing, and approved in advance by your Apple Vice President.

Prior Inventions (description and identifying number of patent or patent application, if applicable):

Title	Date
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Brief description of invention

- ☐ A separate sheet listing Prior Inventions is attached.

C. **Apple Ownership of Inventions.** You confirm and agree that all Inventions that (a) are developed using any equipment, supplies, facilities or Proprietary Information provided by Apple; (b) result from or are suggested by work performed by you for Apple or Proprietary Information provided by Apple; or (c) are conceived of or reduced to practice during the time you are employed by Apple and relate to any aspect of Apple's business or products, or Apple's actual or anticipated research and development (collectively "Apple Inventions") are the sole and exclusive property of Apple. You agree to make a full written disclosure promptly to Apple of any and all Apple Inventions. You agree that no additional compensation or remuneration is or will become due to you in consideration for Apple's ownership of the Apple Inventions, and that any award or bonus provided to you (for example pursuant to a patent award program) will be at Apple's sole discretion and is not a condition for Apple's ownership of any Inventions. You acknowledge and agree that you have no right to, and will not directly or indirectly use Apple Inventions (except as authorized by Apple for your work at Apple). For example, you agree not to: (a) reproduce, manufacture, market, publish, distribute, sell, license, or sublicense, transfer, rent, lease, transmit, broadcast, display, or use the Apple Inventions, or any portion or copy thereof, in any form; (b) apply for, or apply to register, any patent, copyright, trademark, mask work, or other industrial property right or intellectual property right in or related to the Apple Inventions, anywhere in the world; or (c) cause other persons, companies, or organizations to do any of the above.

**Assignment, License, and/or Waiver of Rights to Apple Inventions.** If any applicable laws and regulations provide that certain rights in any Apple Inventions vest in Employee, you hereby agree to assign and do hereby assign such rights to Apple to the fullest extent legally permitted, including any "moral" rights that you may have in any Apple Invention(s) under the copyright or other law, whether U.S. or foreign, and Apple hereby accepts such assignment (the "Assigned Inventions"). You acknowledge that all original works of authorship that are made by you (solely or jointly with others) within the scope of your employment by Apple, and that are protectable by copyright, are works made for hire, as that term is defined in the United States Copyright Act (17 U.S.C. §101). In the event that any rights to an Apple Invention are not effectively assigned to Apple, then you hereby grant Apple a license to make, have made, use, offer to sell, sell, import, export, reproduce, modify, display, perform, transmit and otherwise distribute and exploit, in its sole discretion, the Apple Inventions (and modified and derivative works thereof). The license rights under this clause shall be free of charge, perpetual, irrevocable, exclusive (you shall not use or otherwise exploit the Apple Inventions nor appoint other licensees), worldwide, and transferable, and Apple shall have the right to sublicense. In the event that there are any rights to an Apple Invention that are not effectively assigned or licensed to Apple pursuant to the foregoing provisions, then you irrevocably waive and agree not to exercise or assert any rights to any such Apple Inventions worldwide, including but not limited to all moral rights, rights of attribution, identification of authorship, limitation on subsequent modification or other "personal rights" in the Apple Inventions, during or after the termination of your employment by Apple. You agree that Apple and its licensees are not required to designate you as the author of any Apple Inventions when distributed.

**Protection of Apple Inventions.** You agree, during and after termination of employment, whether voluntary or involuntary, to assist Apple or any party designated by Apple (at Apple's expense) in every proper way to obtain, perfect, confirm, realize rights in, and/or enforce all of Apple's ownership and other rights to Apple Inventions in any and all countries. This includes promptly executing any documents that Apple may reasonably request for use in obtaining or enforcing such patents, copyrights, and other legal protections.

- D. **Excluded Employee Inventions.** Apple acknowledges and agrees, in accordance with any applicable law,<sup>2</sup> that any inventions (a) that you develop entirely on your own time; and (b) that you develop without using Apple's equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for Apple; and (d)<sup>3</sup> that do not relate, at the time of conception or reduction to practice, to Apple's business or products, or to Apple's actual or demonstrably anticipated research or development, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple.

### III. NO CONFLICTING OBLIGATIONS

- A. **No Conflicting Outside Interests.** You agree that during your employment by Apple, you will not plan or engage in any other employment, occupations, consulting, or other business activities or commitments competitive with or directly related to Apple's business or products, or to its actual or demonstrably anticipated research or development, nor will you engage in any other activities that conflict with any employment obligations to Apple. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.
- B. **No Conflicting Agreements.** You represent to Apple that you have no other commitments that would hinder or prevent the full performance of your duties as an Apple employee or your obligations under this Agreement, and you agree not to enter into any such conflicting agreement during the tenure of employment by Apple.
- C. **Disclosure of Agreement.** You hereby authorize Apple to notify others, including customers of Apple, and any future employers you may have, of the terms of this Agreement and your responsibilities under this Agreement.
- \_\_\_\_\_  
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### IV. NON-COMPLIANCE

You acknowledge and agree that the limitations set forth herein are reasonable with respect to scope and duration, and are properly required for the protection of the legitimate interest of Apple. If you breach any part of this Agreement, Apple is entitled to take any action to the extent permissible under applicable laws and this Agreement against you, including but not limited to terminate employment, initiate a legal proceeding,

<sup>2</sup> For employees in California: Labor Code §2870 provides: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer'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 employer's business, or actual or demonstrably anticipated research or development of the employer, or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a) the provision is against the public policy of this state and is unenforceable."

<sup>3</sup> For employees in the states of Kansas, Minnesota, or Washington, in accordance with Section 44-130 of the Kansas Statute, Section 181.78(3) of the Minnesota Statute, and Section 49.44.140(3) of the Washington State Code, respectively: Section II.D(d) reads as follows: "(d) that do not directly relate, at the time of conception or reduction to practice, to Apple's business or products, or actual or demonstrably anticipated research or development of Apple, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple."



filing a complaint to relevant administrative departments, assisting the relevant judicial authorities to pursue your liabilities in case that your breach of this Agreement has violated any criminal laws.

You acknowledge and agree that any breach of this Agreement could give rise to irreparable harm to Apple for which money damages may not be an adequate remedy. Because such harm and injury may not be compensable by damages, you agree that Apple will have the right to enforce this Agreement by injunction, specific performance, or other equitable relief without posting of a bond or security and without prejudice of any other rights and remedies available. Accordingly, Apple may apply to any court of competent jurisdiction for any interim or conservatory measures, including temporary or permanent injunctive relief or to compel arbitration.

[REDACTED]

## VI. GENERAL PROVISIONS

- A. **Severability.** If one or more of the provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect and the Parties or a tribunal of competent jurisdiction shall substitute suitable provisions having like effect.
- B. **Governing Law.** This agreement will be governed in accordance with the laws of the state where you are currently or were most recently employed by Apple. If this Agreement is executed in the U.S., any judicial action between the parties relating to this Agreement will take place in Santa Clara County, California, and you consent to the personal jurisdiction of and venue in the state and federal courts within Santa Clara County, California.
- C. **Successors and Assigns.** This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives, and will be for the benefit of Apple, its successors, and assigns. You may not assign or transfer this Agreement, in whole or in part, to any other person or entity.
- D. **Entire Agreement.** This Agreement sets forth the entire agreement between you and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an Apple Vice President. Any subsequent changes in your duties, salary, or compensation will not affect the validity or scope of this Agreement.
- E. **Compliance with Laws.** You agree that you will comply, and do all things necessary for Apple to comply, with the laws and regulations of all governments where Apple do business, and with provisions of contracts between any such government or its contractors and Apple.

## VII. VOLUNTARY AGREEMENT

You acknowledge that you have read this Agreement carefully, that you understand all of its terms, that all agreements between you and Apple relating to the subjects covered in this Agreement are contained in it, and that you have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself.

You further acknowledge that you have had the opportunity to discuss this Agreement with private legal counsel.

This Agreement is and will be effective on and after the first day of your employment.

Understood and agreed by:

Rui Li

Employee's signature

04/16/2014

Date

RUI LI PETERSON

Printed Employee's full name

Please make and retain a copy of this agreement for your records.

## ASSIGNMENT

THIS PATENT ASSIGNMENT is made from the inventors named below (hereinafter, Assignors) to APPLE INC., a California corporation, having a place of business at One Apple Park Way, Cupertino, CA95014, USA (hereinafter, Assignee).

WHEREAS the Assignors have made an invention that is described in the attached patent application entitled CAMERA WITH ASYMMETRIC FIELD OF VIEW (hereinafter, the Invention),

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to the Assignors, the receipt and sufficiency of which are hereby acknowledged, the Assignors agree to assign, and hereby do assign, to the Assignee the entire right, title and interest in and to the Invention, including, without limitation, the above-mentioned patent application and all other provisional and non-provisional applications deriving from the above-mentioned patent application, and including any original and/or reissued Letters Patent of the United States granted for the Invention and any divisions, reissues, continuations, continuations-in-part and extensions of any such patent application(s), and including any patents or other forms of protection of industrial property that may be granted in relation to the Invention in any other country, and including the rights to file and prosecute all applications for patents and other forms of protection of industrial property in the United States and other countries and to claim priority from the above-mentioned patent application in the United States and in any other country, and including the subject matter of any and all claims which may be obtained in such patents and the right to enforce such patents.

The Assignors hereby authorize and request the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from the above-mentioned patent application and any divisions, reissues, continuations, continuations-in-part thereof to the Assignee, as Assignee of the entire interest, and likewise authorize officials of other countries to issue patents and other forms of industrial property protection to the Assignee.

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Each of the Assignors agrees to communicate to the Assignee or representatives thereof any facts known to him or her respecting the Invention and improvements thereof, and will, upon request, but without expense to him or her, testify in any legal proceedings

regarding the invention and provide any other assistance deemed necessary by the Assignee to obtain, protect and enforce its rights in the Invention.

This Assignment shall be binding upon the heirs, executors, administrators, and assigns of each of the Assignors, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Assignee.

IN WITNESS WHEREOF, the Assignors have executed this Assignment on the date or dates indicated below:

First inventor: Sijie Li, citizen of China

Inventor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: San Jose, CA, USA

Second inventor: Rui L. Peterson, citizen of \_\_\_\_\_

Inventor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: San Jose, CA, USA

Third inventor: Matthew C. Waldon, citizen of USA

Inventor signature: MCW Date: 10/8/2019

Residence: San Francisco, CA, USA