

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	505527142
CONVEYING PARTY DATA	
Name	Execution Date
SHAOXIANG QIU	06/17/2016
LAIGUANG XU	04/28/2019
RECEIVING PARTY DATA	
Name:	ALIBABA GROUP HOLDING LIMITED
Street Address:	FOURTH FLOOR, ONE CAPITAL PLACE
Internal Address:	P.O. BOX 847
City:	GEORGE TOWN
State/Country:	CAYMAN ISLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16132039
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NAME OF SUBMITTER:	DANIEL M. SCHNEIDER
SIGNATURE:	/Daniel M. Schneider/
DATE SIGNED:	02/13/2020
Total Attachments: 14	
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ASSIGNMENT OF PATENT APPLICATION

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

METHOD AND DEVICE FOR EXECUTING SYSTEM SCHEDULING

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on September 14, 2018, and which bears the Application No. 16/132,039 (the "APPLICATION");

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Sell, assign, and transfer to Alibaba Group Holding Limited, a Cayman Islands corporation having a place of business at Fourth Floor, One Capital Place, P.O. Box 847, George Town, Grand Cayman, Cayman Islands, (hereinafter referred to as "ASSIGNEE"), the entire worldwide right, title and interest in and to: (a) the APPLICATION; (b) any application to which the APPLICATION claims priority and any application at least in part based upon the APPLICATION; (c) all provisional, utility, divisional, continuation, continuation-in-part, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; (e) any and all improvements and inventions disclosed in (a), (b), (c), and (d) above; (f) all rights of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of any provisional rights; and (g) all claims for past, present and future infringement of any patent in (d) above, including all rights to sue for and to receive and recover for the ASSIGNEE's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of any patent in (d) above.
- 2) Authorize and request the issuance of any and all patent(s) resulting from said application or any division(s), continuation(s), continuation-in-part(s), substitutes(s), reissue(s), or other application(s) related thereof, which have been or may be filed in the United States or elsewhere in the world, to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said APPLICATION, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications. Such acts shall include (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to the ASSIGNEE the rights, titles and interests herein conveyed; (b) communicating to the ASSIGNEE all known facts relating to any subject matter disclosed in the APPLICATION or any application or patent related to the APPLICATION; and (c) generally doing all lawful acts that the ASSIGNEE shall consider desirable for securing,

maintaining, and enforcing worldwide patent protection and for vesting in the ASSIGNEE the rights, titles, and interests herein conveyed.

4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.

5) Warrant and represent that I/we have the rights, titles, and interests to convey as set forth herein, and have not entered, and will not enter into any assignment, grant, mortgage, license, contract, agreement, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Signature: / _____ / Date: _____

Typed Name: Shaoxiang Qiu

2) Signature: / 徐来光 / Date: 04/28/2019

Typed Name: Laiguang Xu

Appendix 1

To: Alibaba Cloud Computing Co., Ltd. ("the Company")

From: Qiu Shaoxiang

Date: 6/17/2016

Re: Prior inventions and prior creations

1. Except for the inventions, works (including drawings and computer software), improvements, and products set forth in Article 2 below, the following is a complete list of all inventions, works, improvements, and products relevant to the subject matter of my employment by the Company that were created, conceived, or first reduced to practice by me or jointly with others before my employment by the Company:

☒ No inventions, works, improvements, or products

☐ See below:

☐ See attached for additional information

2. Subject to non-disclosure agreements previously signed, I am unable to make disclosures regarding the inventions, works, improvements, and products briefly listed below, and I bear relevant non-disclosure obligations to the persons listed below:

Invention, Work, Improvement, or Product	Parties	Relationship
1.		
2.		
3.		

☐ See attached for additional information

Employment Contract

Party A: Entity Name: Alibaba Cloud Computing Co., Ltd.
Legal Representative: Lu Zhaoxi
Address: Block 8, No. 16, Zhuantang Technology and Economic Development Zone,
Xihu District, Hangzhou

Party B: Employee Name: Qiu Shaoxiang
ID Card No.: 330621197510306919
Valid Contact Address: 3-1-601 Tongcheng Impression East, Yuhang District, Hangzhou
Mobile Phone No.: 13958198327
Email Address: 14956732@qq.com

In accordance with the *Labor Law of the People's Republic of China*, the *Labor Contract Law of the People's Republic of China*, and other relevant laws and regulations, Parties A and B, having engaged in equitable consultations, hereby voluntarily conclude this Contract, and promise to jointly comply with the terms and conditions set forth herein.

1. Type and Term of the Employment Contract

This Contract is an employment contract of type 1.1 below.

- 1.1 This Contract is a fixed-term employment contract with a term beginning on June 17, 2016 and ending on June 30, 2019, during which the probation period shall begin on [blank month/day/year] and end on [blank month/day/year] (if the aforementioned probation period is less than six months, Party B agrees that Party A shall be entitled to notify Party B of an extension of the probation period via email; the total probation period after the extension shall not exceed six months). During the probation period, if Party B maintains physical and mental health, proper behavior, complies with various rules and systems formulated by Party A and the Alibaba Group to which Party A belongs, and meets other conditions of employment for the relevant position, upon expiration of the probation period, Party B's status shall convert to that of full-time employee; during the probation period, if Party B fails to meet any of the conditions of employment described above, Party B agrees that Party A shall be entitled to rescind the employment contract.
- 1.2 This Contract is a non-fixed term employment contract, with a term beginning on [blank month/day/year] and ending upon the occurrence of a termination situation recognized in the relevant laws and regulations.
- 1.3 This Contract is an employment contract with a term defined by Party B's completion of certain work, with a term beginning on [blank month/day/year] and ending when Party B completes _____.

2. Job Description and Place of Work

- 2.1 At the time that this Contract is concluded, the Parties agree that Party B shall engage in work as a Senior Technical Expert, and the place of work shall be Hangzhou. As required for the purpose of

its business, Party A may require Party B to travel domestically or abroad on business, or require Party B to work at another location for a certain period of time. The Parties also confirm that during the term of this Contract, Party A shall be entitled to adjust the job description and/or the place of work set forth above based on the needs of Party A and/or Party B's performance. Should Party B object to Party A's adjustments, Party B shall be entitled to raise objections with Party A, but shall comply with Party A's arrangements unless otherwise agreed by Party A.

[Redacted.]

IV. Protection of Intellectual Property

1. While employed by Party A and for a period of one year after termination of employment, all confidential processes and other intangible intellectual property, including ideas, designs, marks, discoveries, inventions, or program improvements proposed, developed, or discovered independently or jointly Party B, and which are related to Party A's business or work or assignments given by Party A, shall be the exclusive property of Party A, and Party B shall disclose and hand over to Party A all such intellectual property, together with all designs, drawings, working documents, electronic files or electronic works, and other materials related to and essential or useful to the ownership and/or use of such intellectual property.
2. At any time, if required, Party B shall cooperate with applications to register patents, trademarks, copyrights, or designs, or other similar steps taken by Party A or persons designated by Party A as the holders of the property rights, to protect such intellectual property, and shall sign all documents and complete all processes required for Party A or Party A's designee to obtain ownership of these patents, trademarks, copyrights, designs, or other intellectual property; Party A shall bear related expenses. Upon acquisition of these ownership rights, Party A or its designee shall be the absolute and sole owner of these rights.
3. Party B shall provide a complete list of all inventions he or she owns as an exhibit to this Agreement, including individual and joint inventions. Inventions completed before the establishment of Party B's employment relationship with Party A, the ownership rights for which belong to Party B, or which Party B is permitted to use within an agreed scope despite the ownership rights belonging to a third party, are generally referred to as "prior inventions." If no items are disclosed in the exhibit, Party B will be deemed to have declared that no prior inventions exist. Throughout the duration of the employment relationship between Party A and Party B, if Party B utilizes a prior invention in Party A's products, services, programs, or mechanical equipment, Party A will thereby naturally acquire non-exclusive, gratis, irrevocable, permanent, global license (including to sublicense use by others via various levels of sublicensing) to produce, revise, use, and sell such prior inventions. Given the foregoing, Party B agrees that without the prior written consent of Party A, Party B shall not use or license others to use prior inventions that have already been utilized in Party A's products or services.
4. Party B shall provide a complete list of all copyrights he or she owns as an exhibit to this Agreement, including individual and joint creations. Works (including drawings and computer software) completed before the establishment of Party B's employment relationship with Party A, the ownership rights for which belong to Party B, or which Party B is permitted to use within an agreed scope despite the ownership rights belonging to a third party, are generally referred to as "prior creations." Throughout the duration of the employment relationship between Party A and Party B, if Party B utilizes a prior creation that is not open source software in Party A's products, services, programs, or mechanical equipment, Party A will thereby naturally acquire non-exclusive, gratis, irrevocable, permanent, global license (including to sublicense use by others via various

levels of sublicensing) to use and revise such prior creations. Give the foregoing, Party B agrees that, without the prior written consent of Party A, Party B shall not use or authorize others to use prior inventions that have already been utilized in Party A's products or services.

5. Throughout the duration of Party B's employment relationship with Party A, Party B confirms that the compensation paid by Party A to Party B shall fully cover all labor expended in invention and implementation, including ideation, creation, development, improvement, and simplification. Party B hereby explicitly waives all statutory rights to priority in applications for patents or trademarks, and any rights to assign inventions or technological products, as well as rights to claim or contest the ownership of all works made for hire.
6. Party B understands and agrees that the rights and obligations set forth in the Intellectual Property Protection clause in Article 3 herein shall remain in force indefinitely, and are not subject to limitations due to termination or rescission of Party B's employment relationship with Party A for any reason (including, but not limited to, expiration of the term of employment, dismissal, and resignation).
7. If Party B violates the intellectual property protection provisions, he or she shall compensate Party A for all losses arising from such violations, including, but not limited to, lost profits, lost goodwill, and lost business opportunities, as well as reasonable expenses to stop and investigate the breach of contract, such as reasonable attorney's fees.

[Redacted.]

Party A (affix seal): [illegible seal]

Party B (signature): Qiu Shaoxiang

Date signed: [blank month/day/year]

Date signed: May 18, 2016

Appendix:

Non-Disclosure and Non-Compete Agreement

[Redacted.]

CERTIFICATION OF ACCURACY

I certify, under penalty of perjury under the laws of the United States of America, that we are competent in English and Simplified Chinese, and that the content of the document delivered together with this certification:

Shaoxiang Qiu Employee Agreement_EN

is, to the best of our knowledge and belief, a correct, complete, and accurate translation of the content of the native document provided for translation:

Shaoxiang Qiu Employee Agreement

I further certify that our ISO 9001:2015, ISO 13485:2016, and ISO 17100:2015 certified compliant quality assurance process includes translation by a competent translator as well as review and verification by a second competent translator.

Certification Date: September 5, 2019



Nicole Tang
PROJECT MANAGER
IDEM TRANSLATIONS, INC.