

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6219433

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL LIVSHITZ	11/19/1996
	ALEKSANDAR PURKOVIC	11/19/1996
RECEIVING PARTY DATA		
Name:	BAY NETWORKS, INC.	
Street Address:	22 FIRSTFIELD ROAD	
City:	GAITHERSBURG	
State/Country:	MARYLAND	
Postal Code:	20878	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16938158
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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>		
Email:	apsi@fr.com	
Correspondent Name:	FISH & RICHARDSON P.C.	
Address Line 1:	P.O. BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440	
ATTORNEY DOCKET NUMBER:	29717-0291RE3	
NAME OF SUBMITTER:	MONICA GAMEZ	
SIGNATURE:	/Monica Gamez/	
DATE SIGNED:	07/27/2020	
Total Attachments: 4		
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Bay Networks

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EMPLOYEE INVENTION ASSIGNMENT and PROPRIETARY INFORMATION AGREEMENT

I, the undersigned, acknowledge, represent, and agree, in consideration of the commencement or continuation of my employment by Bay Networks, Inc. or an affiliate of Bay Networks (collectively "Bay Networks"), and the compensation promised me, that:

1. I understand that my employment by Bay Networks creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be developed by me in my capacity as an employee of Bay Networks or may be disclosed to me by Bay Networks that relates to the business of Bay Networks or to the business of any parent, subsidiary, affiliate, customer or supplier of Bay Networks, or of any other third party who entrusted the same to Bay Networks ("Proprietary Information"). Such Proprietary Information includes, but is not limited to, technical and business information relating to Bay Networks' inventions or products, research and development, marketing plans, product plans, business strategies, financial information, forecasts, production, manufacturing and engineering processes, personnel lists and information relating to skillset and compensation, and customer and prospective customer lists whether or not it is in written or permanent form. Such Proprietary Information does not include any information which is or becomes part of the public domain not in violation of any agreement with Bay Networks.
2. At all times, both during the period I am employed by Bay Networks and after termination of my employment, I will keep all Proprietary Information in confidence and trust, and I will not use or disclose any Proprietary Information without the written consent of Bay Networks, except as authorized by Bay Networks. Upon termination of my employment by Bay Networks or upon request by Bay Networks, I will promptly deliver to Bay Networks all documents and materials of any nature pertaining to my work with Bay Networks, and I will not take with me any documents or material or copies thereof containing any Proprietary Information. I agree to be bound by all obligations and restrictions imposed by third parties on Bay Networks regarding inventions made during the course of work under agreements with those third parties or regarding the confidential nature of that work.
3. I will promptly disclose in writing to Bay Networks all inventions, improvements, original works of authorship, formulas, processes, computer programs, databases, technical developments and trade secrets ("Inventions"), whether or not patentable, copyrightable, or subject to protection as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment by Bay Networks, whether or not in the course of my work for Bay Networks.
4. I hereby assign and agree to assign to Bay Networks, my entire right, title and interest in and to all Inventions, patents (and all related applications) that are developed by me, alone, or with others using equipment, supplies, facilities, or trade secrets of Bay Networks; that result from work performed by me for Bay Networks; or that relate to the business or the actual or anticipated research or development of Bay Networks, and agree that all and any such Inventions will be the sole and exclusive property of Bay Networks. Any previous work done by me for Bay Networks relating in any way to the conception, design, development or support of products for the company is the property of Bay Networks. This agreement to assign shall specifically not apply to any invention developed by me which qualifies under the provision of California Labor Code Section 2870.
5. I will assist Bay Networks and its designees, both during and after my employment, to obtain, maintain and enforce patents, copyrights and other legal protections for Inventions in any and all countries as Bay Networks deems appropriate at the company's expense. I will keep and maintain adequate and current written records of all Inventions, which shall be and remain the property of Bay Networks. I hereby waive all claims to moral rights in any Inventions.

PATENT

REEL: 026319 FRAME: 0093

6. This agreement does not apply to the specific inventions (if any) listed on Page 2 of this Agreement, but I will give Bay Networks such further non-confidential information as may be necessary to assist in the evaluation of the extent and significance of such inventions.
7. I agree that upon termination of my employment and for a period of one year thereafter (without regard to the reason for my employment ending), I will not recruit, or attempt to recruit, or induce or solicit Bay Networks employees to terminate their employment with Bay Networks, nor will I solicit, or attempt to divert or take away, the business or patronage of any of the customers or accounts, or prospective customers or accounts of Bay Networks which were contacted, solicited or served by Bay Networks during the course of my employment.
8. I represent that my performance of all the terms of this Agreement and my duties as an employee of Bay Networks will not breach any invention assignment, proprietary information, non-competition, or other agreement with any former employer or other party. I represent that I will not bring with me or use in the performance of my duties for Bay Networks any proprietary information or documents or materials of a former employer, or any other person or entity that has retained me, that I am now or shall become aware of which belongs to any of my former employers' or to anyone other than the company and which are not generally available to the public.
9. During my employment by Bay Networks, I will not engage in any employment, consulting or other activity in any business competitive with Bay Networks' business as presently conducted or as conducted at any future time during my employment.
10. I hereby authorize Bay Networks, without limitation to notify others, including customers of Bay Networks, other persons or entities that retain me and my future employers, of the terms of this Agreement and my responsibilities hereunder.
11. Unless there is a written employment agreement for a specified term in effect, I understand that my employment may be terminated at any time, with or without cause, by me or Bay Networks. This Agreement does not obligate Bay Networks to employ me for any particular length of time. This Agreement shall survive termination of the Employee's employment.
12. I understand that in the event of a breach of this Agreement by me, Bay Networks may suffer irreparable harm and shall be entitled to injunctive relief to enforce this Agreement.
13. This Agreement supersedes all other agreements relating to the subject matter herein. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the other provisions of this Agreement will remain in full force and effect. This Agreement shall be effective as of the first day I am affiliated or was employed by Bay Networks, namely 11/19/1996.

EMPLOYEE:

Signature:

Michael Livshitz

Printed Name:

Michael Livshitz

BAY NETWORKS, INC.

By: _____

Printed Name: _____

Title: _____

EMPLOYEE'S PRIOR INVENTIONS (if any)

This is a true and complete list.
Employment Invention Assignment and Proprietary Information Agreement

Initial: ML

Date: 12/12/96

Page 2 of 2

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PATENT
REEL: 026319 FRAME: 0085



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EMPLOYEE INVENTION ASSIGNMENT and PROPRIETARY INFORMATION AGREEMENT

I, the undersigned, acknowledge, represent, and agree, in consideration of the commencement or continuation of my employment by Bay Networks, Inc. or an affiliate of Bay Networks (collectively "Bay Networks"), and the compensation promised me, that:

1. I understand that my employment by Bay Networks creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be developed by me in my capacity as an employee of Bay Networks or may be disclosed to me by Bay Networks that relates to the business of Bay Networks or to the business of any parent, subsidiary, affiliate, customer or supplier of Bay Networks, or of any other third party who entrusted the same to Bay Networks ("Proprietary Information"). Such Proprietary Information includes, but is not limited to, technical and business information relating to Bay Networks' inventions or products, research and development, marketing plans, product plans, business strategies, financial information, forecasts, production, manufacturing and engineering processes, personnel lists and information relating to skillset and compensation, and customer and prospective customer lists whether or not it is in written or permanent form. Such Proprietary Information does not include any information which is or becomes part of the public domain not in violation of any agreement with Bay Networks.
2. At all times, both during the period I am employed by Bay Networks and after termination of my employment, I will keep all Proprietary Information in confidence and trust, and I will not use or disclose any Proprietary Information without the written consent of Bay Networks, except as authorized by Bay Networks. Upon termination of my employment by Bay Networks or upon request by Bay Networks, I will promptly deliver to Bay Networks all documents and materials of any nature pertaining to my work with Bay Networks, and I will not take with me any documents or material or copies thereof containing any Proprietary Information. I agree to be bound by all obligations and restrictions imposed by third parties on Bay Networks regarding inventions made during the course of work under agreements with those third parties or regarding the confidential nature of that work.
3. I will promptly disclose in writing to Bay Networks all inventions, improvements, original works of authorship, formulas, processes, computer programs, databases, technical developments and trade secrets ("Inventions"), whether or not patentable, copyrightable, or subject to protection as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment by Bay Networks, whether or not in the course of my work for Bay Networks.
4. I hereby assign and agree to assign to Bay Networks, my entire right, title and interest in and to all Inventions, patents (and all related applications) that are developed by me, alone, or with others using equipment, supplies, facilities, or trade secrets of Bay Networks; that result from work performed by me for Bay Networks; or that relate to the business or the actual or anticipated research or development of Bay Networks, and agree that all and any such Inventions will be the sole and exclusive property of Bay Networks. Any previous work done by me for Bay Networks relating in any way to the conception, design, development or support of products for the company is the property of Bay Networks. This agreement to assign shall specifically not apply to any invention developed by me which qualifies under the provision of California Labor Code Section 2870.
5. I will assist Bay Networks and its designees, both during and after my employment, to obtain, maintain and enforce patents, copyrights and other legal protections for Inventions in any and all countries as Bay Networks deems appropriate at the company's expense. I will keep and maintain adequate and current written records of all Inventions, which shall be and remain the property of Bay Networks. I hereby waive all claims to moral rights in any Inventions.

PATENT

REEL: 026319 FRAME: 0096

6. This agreement does not apply to the specific inventions (if any) listed Page 2 of this Agreement, but I will give Bay Networks such further non-confidential information as may be necessary to assist in the evaluation of the extent and significance of such inventions.
7. I agree that upon termination of my employment and for a period of one year thereafter (without regard to the reason for my employment ending), I will not recruit, or attempt to recruit, or induce or solicit Bay Networks employees to terminate their employment with Bay Networks, nor will I solicit, or attempt to divert or take away, the business or patronage of any of the customers or accounts, or prospective customers or accounts of Bay Networks which were contacted, solicited or served by Bay Networks during the course of my employment.
8. I represent that my performance of all the terms of this Agreement and my duties as an employee of Bay Networks will not breach any invention assignment, proprietary information, non-competition, or other agreement with any former employer or other party. I represent that I will not bring with me or use in the performance of my duties for Bay Networks any proprietary information or documents or materials of a former employer, or any other person or entity that has retained me, that I am now or shall become aware of which belongs to any of my former employers' or to anyone other than the company and which are not generally available to the public.
9. During my employment by Bay Networks, I will not engage in any employment, consulting or other activity in any business competitive with Bay Networks' business as presently conducted or as conducted at any future time during my employment.
10. I hereby authorize Bay Networks, without limitation to notify others, including customers of Bay Networks, other persons or entities that retain me and my future employers, of the terms of this Agreement and my responsibilities hereunder.
11. Unless there is a written employment agreement for a specified term in effect, I understand that my employment maybe terminated at any time, with or without cause, by me or Bay Networks. This Agreement does not obligate Bay Networks to employ me for any particular length of time. This Agreement shall survive termination of the Employee's employment.
12. I understand that in the event of a breach of this Agreement by me, Bay Networks may suffer irreparable harm and shall be entitled to injunctive relief to enforce this Agreement.
13. This Agreement supersedes all other agreements relating to the subject matter herein. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the other provisions of this Agreement will remain in full force and effect. This Agreement shall be effective as of the first day I am affiliated or was employed by Bay Networks, namely 11/19, 1996.

EMPLOYEE:

BAY NETWORKS, INC.

Signature: Aleksandar Durkovic

By: _____

Printed Name: ALEKSANDAR DURKOVIC Printed Name: _____

Title: _____

EMPLOYEE'S PRIOR INVENTIONS (if any)

This is a true and complete list.
Employment Invention Assignment and Proprietary Information Agreement

Initial: LD

Date: 12/13/96

Page 2 of 2

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