

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6302409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OSCAR ULISSEZ GARCIA	10/18/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SAMSARA NETWORKS INC.	
<b>Street Address:</b>	1990 ALAMEDA STREET, 5TH FLOOR	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94103	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16904982	
<b>Application Number:</b>	63011891	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)760-9502	
<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>	949-760-0404	
<b>Email:</b>	efiling@knobbe.com	
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP	
<b>Address Line 1:</b>	2040 MAIN STREET	
<b>Address Line 2:</b>	14TH FLOOR	
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614	
<b>ATTORNEY DOCKET NUMBER:</b>	SAMSR.207A / PR	
<b>NAME OF SUBMITTER:</b>	SCOTT CROMAR	
<b>SIGNATURE:</b>	/Scott Cromar/	
<b>DATE SIGNED:</b>	09/16/2020	
<b>Total Attachments: 11</b>		
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source=Assignment\_Redacted\_Oscar-Garcia\_SAMSR207A#page11.tif



Samsara Networks Inc.

October 18, 2019

Oscar Garcia  
mail@ogarcia.io

Dear Oscar,

Samsara Networks Inc. (the "*Company*") is pleased to offer you employment on the following terms:

REDACTED

5. **Confidentiality; Proprietary Information and Inventions Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as Exhibit A. REDACTED  
REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Very truly yours,

Samsara Networks Inc.

DocuSigned by:

*Yogesh Bhumralkar*

6BA1501414644D7...

Yogesh Bhumralkar, Director, Software Engineering

I have read and accept this employment offer.

DocuSigned by:

*Oscar Garcia*

47D2FBEF77704F8...

Oscar Garcia

Dated: 10/18/2019

**Attachment**

Exhibit A: Employee Invention Assignment and Confidentiality Agreement

Exhibit B: Samsara Arbitration Agreement

**EXHIBIT A**

**EMPLOYEE INVENTION ASSIGNMENT  
AND CONFIDENTIALITY AGREEMENT**

In consideration of, and as a condition of my employment with Samsara Networks Inc., a Delaware corporation with its principal offices in the State of California (the "Company"), I, as the "Employee" signing this Employee Invention Assignment and Confidentiality Agreement (this "Agreement"), hereby represent to the Company, and the Company and I hereby agree as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and/or marketing in connection with its current and projected business and that it is critical for the Company to preserve and protect its proprietary information, its rights in certain inventions and works and in related intellectual property rights. Accordingly, I am entering into this Agreement, whether or not I am expected to create inventions or other works of value for the Company. As used in this Agreement, "Inventions" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

REDACTED

3. **Work for Hire; Assigned Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities or trade secrets of the Company; (ii) result from work performed by me for the Company; or (iii) relate to the Company's business or actual or demonstrably anticipated research or development (the "Assigned Inventions"), will be the sole and exclusive property of the Company.

4. **Excluded Inventions and Other Inventions.** Attached hereto as Appendix A is a list describing all existing Inventions, if any, that may relate to the Company's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date (as defined in Section 25, below), and which are not to be assigned to the Company ("Excluded Inventions"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the Company's business or actual or demonstrably anticipated research or development. For purposes of this Agreement, "Other Inventions" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Company or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Company of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, world-wide, royalty-free license to use, disclose, make, sell, offer for sale, import, copy, distribute, modify and create works based on, perform, and display such Excluded Inventions and Other Inventions, and to sublicense third parties in one or more tiers of sublicensees with the same rights.

5. **Exception to Assignment.** I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that qualifies

**PATENT**

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fully for exclusion under the provisions of Section 2870 of the California Labor Code, which are attached hereto as Appendix B.

6. **Assignment of Rights.** I agree to assign, and do hereby irrevocably transfer and assign, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, and, at Company's request and expense, further hereby agrees to consent to and join in any action or proceeding to enforce such rights, even after termination of my employment with the Company. "Moral Rights" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. **Assistance.** I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance.

My obligations under this section will continue beyond the termination of my employment with the Company; provided that the Company agrees to compensate me at a reasonable rate after such termination for time and expenses actually spent by me at the Company's request in providing such assistance. I hereby appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

25. Effective Date of Agreement. This Agreement is and will be effective on and after the first day of my employment by the Company, which is December 2, 2019 (the "Effective Date").

**SAMSARA NETWORKS INC.:**

By:

DocuSigned by:  
*Yogesh Bhunalkar*  
6BA1501434844D7...

**Employee:**

Signature:

DocuSigned by:  
*Oscar Garcia*  
47D2FB5E77704F8  
**PATENT**

**REEL: 053794 FRAME: 0090**

Name: Yogesh Bhumralkar

Name: Oscar Garcia

Title: Director, Software Engineering

Appendix A

**LIST OF EXCLUDED INVENTIONS UNDER SECTION 4**

Title:

Date:

Identifying Number or Brief Description:

N/A

X

..... No inventions, improvements, or original works of authorship

..... Additional sheets attached

Signature of Employee:

DocuSigned by:  
*Oscar Garcia*  
47D2FBEF77704F8...

Name of Employee: Oscar Garcia

Date: 10/18/2019

Appendix B**CALIFORNIA LABOR CODE 2870 NOTICE:**

California Labor Code Section 2870 provides as follows:

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. 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 California Labor Code Section 2870(a), the provision is against the public policy of this state and is unenforceable.

Appendix C**DEFEND TRADE SECRETS ACT, 18 U.S. CODE § 1833 NOTICE:**

18 U.S. Code Section 1833 provides as follows:

**Immunity From Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made, (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**Use of Trade Secret Information in Anti-Retaliation Lawsuit.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.