

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6391291

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THORAFINN A CLARK	04/26/2013
RECEIVING PARTY DATA	
Name:	BARRACUDA NETWORKS, INC.
Street Address:	3175 WINCHESTER BOULEVARD
City:	CAMPBELL
State/Country:	CALIFORNIA
Postal Code:	95008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17062128
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>	
Email:	BostonIPDocketing@dlapiper.com
Correspondent Name:	DLA PIPER LLP US ATTN: BOSTON PATENT GROUP
Address Line 1:	11911 FREEDOM DRIVE
Address Line 2:	SUITE 300
Address Line 4:	RESTON, VIRGINIA 20910
ATTORNEY DOCKET NUMBER:	397058-000039
NAME OF SUBMITTER:	XIN GAO
SIGNATURE:	/Xin Gao/
DATE SIGNED:	11/09/2020
Total Attachments: 14	
source=397058-000039-Assignment_1#page1.tif	
source=397058-000039-Assignment_1#page2.tif	
source=397058-000039-Assignment_1#page3.tif	
source=397058-000039-Assignment_1#page4.tif	
source=397058-000039-Assignment_1#page5.tif	
source=397058-000039-Assignment_1#page6.tif	

source=397058-000039-Assignment_1#page7.tif
source=397058-000039-Assignment_1#page8.tif
source=397058-000039-Assignment_1#page9.tif
source=397058-000039-Assignment_1#page10.tif
source=397058-000039-Assignment_1#page11.tif
source=397058-000039-Assignment_1#page12.tif
source=397058-000039-Assignment_1#page13.tif
source=397058-000039-Assignment_1#page14.tif

Barracuda Networks, Inc.

PROPRIETARY INFORMATION AGREEMENT

As a condition of my employment or contract with Barracuda Networks, Inc., its subsidiaries, affiliates, successors or assigns (together the "**Company**"), and in consideration of my employment or contract with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

REDACTED

REDACTED

3. Inventions.

a. Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. I agree to notify the Company in writing before I make any disclosure or perform any work on behalf of the Company that appears to threaten or conflict with proprietary rights I claim in any Invention or idea. In the event of my failure to give such notice, I agree that I will make no claim against the Company with respect to any such Invention or idea. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

b. Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly make, conceive, develop or reduce to practice, or cause to be made, conceived, developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in Section 3(f) below. I shall promptly disclose such Invention in writing to my immediate supervisor at the Company on the Invention Notification attached hereto as Exhibit B (which shall be received in confidence by the Company), with a copy to the President, in order to permit the Company to claim rights to which it may be entitled under this Agreement. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101).

REDACTED

REDACTED

f. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit C). In the event that I believe that I am entitled to ownership of an Invention not disclosed on Exhibit A pursuant to this Section 3(f), I shall notify the Company of such belief on the Invention Notification attached hereto as Exhibit B. If the Company agrees that I am entitled to such ownership, the President of the Company shall sign the Invention Notification in the space provided. Except in such cases as the President of the Company signs the Invention Notification as provided above, I agree that all Inventions are the sole property of the Company.

REDACTED

REDACTED

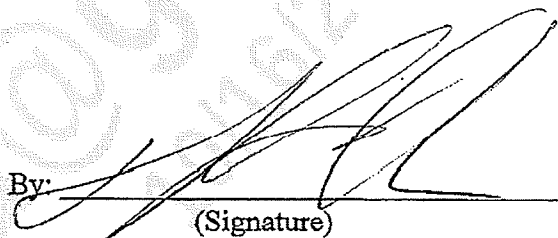
REDACTED

REDACTED

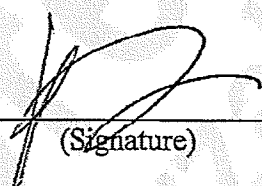
REDACTED

I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND I UNDERSTAND, AND AGREE TO, EACH OF SUCH PROVISIONS. I UNDERSTAND THAT THIS AGREEMENT MAY AFFECT MY RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO MY EMPLOYMENT WITH THE COMPANY.

Dated April 26, 2013

By: 
(Signature)

Theresa Ann Alcorn
(Print Name)

Witness: 
(Signature)

Kristin Barnes
(Print Name)

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
-------	------	--

No inventions or improvements

Additional Sheets Attached

Signature of Employee: 

Print Name of Employee: Thomas A. Curran

Date: 4/25/2003

PK2::ODMA\FCDOS\SQL2\436631\1

EXHIBIT B

INVENTION NOTIFICATION

This is to notify you that I have made or conceived an Invention (as defined in my Proprietary Information Agreement between Barracuda Networks, Inc., together with all of its subsidiaries (collectively, the "Company") and me (the "Agreement")). A brief description of the Invention is attached.

If I believe that I am entitled to ownership of the Invention or any part thereof, I have checked the box at the beginning of this paragraph and have attached a brief description of the development of the Invention, specifically including information with respect to whether and to what extent the Invention (i) relates in any manner to the demonstrably anticipated business, work or research and development of the Company and its subsidiaries, (ii) was developed in whole or in part on the Company's time or using the Company's equipment, supplies, facilities or Confidential Information (as defined in the Agreement), or (iii) results from or was suggested by any task assigned to me or work performed by me for or on behalf of the Company or its subsidiaries.

I understand that, if the President of the Company countersigns this letter to indicate his agreement that the Company does not own the Invention, he does so on the basis of, and conditioned upon the accuracy and completeness of both the above-mentioned brief description of the Invention and the above-mentioned brief description of the development of the Invention.

Date: _____

(Employee's Signature)

(Type/Print Employee's Name)

By my signature, I agree on behalf of the Company that, subject to the conditions described above, the Company does not claim ownership of the Invention to which this Invention Notification relates.

SIGN ONLY IF THE COMPANY DOES NOT CLAIM OWNERSHIP OF THE INVENTION

Date: _____

_____, President*

*Valid only if signed by the President of the Company.

PK2::ODMA\FCD\COCS\SQL2\436631\1

EXHIBIT C

CALIFORNIA LABOR CODE SECTION 2870

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

(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.
- (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."

REDACTED

REDACTED

REDACTED