

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GAVIN CLARKE	04/23/2012
RECEIVING PARTY DATA	
Name:	ROVI EUROPE LIMITED
Street Address:	BRAYWICK GATE
Internal Address:	BRAYWICK ROAD
City:	MAIDENHEAD, BERKSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	SL6 1DA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17180198
CORRESPONDENCE DATA	
Fax Number:	(646)219-6229
<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>	
Phone:	6469732500
Email:	tracy.chu@hglaw.com
Correspondent Name:	HALEY GUILIANO LLP
Address Line 1:	75 BROAD STREET
Address Line 2:	SUITE 1000
Address Line 4:	NEW YORK, NEW YORK 10004
ATTORNEY DOCKET NUMBER:	003597-1340-103
NAME OF SUBMITTER:	TRACY W. CHU
SIGNATURE:	/Tracy W. Chu/
DATE SIGNED:	02/19/2021
Total Attachments: 10	
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Proprietary Information, Inventions and
Ethics Agreement

This Agreement is between Rovi Europe Limited a wholly-owned subsidiary of Rovi Corporation (registered in England and Wales with number 2096781) of Malvern House, 14-18 Bell Street, Maidenhead, Berkshire, SL6 ("the Company") and Gavin Clarke of 8 Lamb Street, London, E1 6EA ("the Employee").

INTRODUCTION

- A I am now, or soon may be, employed by the Company.
- B The Company and the Group Undertakings are engaged in the business of creating, developing, producing and marketing electronic program guides and content, metadata, digital connection devices and protocols, teletext, telecommunications, optical disc and computer software technology, processes, equipment and devices and are engaged in a continuous program of research, development and production with respect to their respective businesses, present and future.
- C As an employee of the Company, I may be expected to develop new ideas or inventions or make other contributions of value to the Company and Group Undertakings.
- D As an employee of the Company, I have an obligation of confidence and trust with respect to any information:
 - 1. Applicable to the business of the Company or any Group Undertaking; or
 - 2. Applicable to the business of any client or customer or other business affiliate of the Company or any Group Undertaking, which may be made known to me by the Company or any Group Undertaking or by any client or customer or other business affiliate of the Company or any Group Undertaking, or learned by me in such context during the period of my employment.
- E The Company and Group Undertakings possess and will continue to possess Proprietary Information. The Proprietary Information is the sole property of the Company or the Group Undertakings, as appropriate, and their respective successors and assigns. While being considered for retention as an employee and while retained as an employee of the Company, I may have access to such Proprietary Information.
- F The Company and the Group Undertakings have received and in the future will receive Third Party Information. As an employee of the Company, I may have access to such Third Party Information.

AGREEMENT

1. DEFINITIONS

Unless the context otherwise requires in this Agreement the words and expressions defined in the Schedule will have the meanings given to them in such Schedule. The Schedules and Attachments are part of this Agreement and will have full force and effect as though expressly set out in the body of this Agreement.

2. EMPLOYMENT

I warrant that:

- 2.1 My performance of all the terms of this Agreement and as an employee of the Company does not, to the best of my present knowledge and belief, and will not breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith; and



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- 2.2 I do not have in my possession any confidential information or documents belonging to others (except as noted below), and will not use, disclose to or induce the Company or any Group Undertaking to use any such information or documents. I warrant that I will not violate any obligation to, or confidence with, another as a result of my employment with the Company. Similarly, any confidential information or documents I may have in my possession of a former employer or client are listed hereto in Attachment A, which information or documents may or may not be used during my employment with the Company, and for which I have obtained written authorization for their possession.

3. DUTIES

During my Employment I will:

- 3.1 develop new ideas and Inventions or make other contributions of value to the Company or to the Group Undertakings;
- 3.2. keep in confidence and will not use or disclose any Proprietary Information or Third Party Information or anything directly relating to it, except as required in the ordinary course of performing my work for the Company or the Group Undertakings, or with prior written approval of the Company or the Group Undertaking, as appropriate, or pursuant to an order of a court of competent jurisdiction. I will also use my best efforts to prevent unauthorized reproduction, disclosure or use of any Proprietary Information or Third Party Information by myself or others. I agree that I shall be bound by the provisions of this clause 3 with respect to Proprietary Information and Third Party Information which I may receive even if I am not employed as an employee by the Company or any Group Undertaking;
- 3.3 not, without the Company's express prior written consent, engage in any employment or business that would present a conflict of interest with the work of the Company or any Group Undertaking. I have identified on Attachment B any employment or business opportunities in which I am currently involved; and
- 3.4 act at all times during my employment by the Company or any Group Undertaking in a manner consistent with my duty of trust and confidence to the Company or Group Undertakings, as appropriate. For the avoidance of doubt, this clause 3.4 is without prejudice to my implied duty of trust and confidence to the Company and/or my duties to the Company or any Group Undertaking as set out in this Agreement.

4. CONFIDENTIALITY

- 4.1 Prior to and during my Employment with the Company or any Group Undertaking I may have access to and will become aware of Proprietary Information and Trade Secrets of the Company and Group Undertakings and of Third Party Information. Accordingly the Company and I mutually agree that it is in the interests of both parties for me to enter into the restrictive covenants set out below and that such restrictions and covenants are reasonable given the nature of my duties and the nature of the business of the Company and each of the Group Undertakings.
- 4.2. I undertake that I will not at any time after the Termination Date, directly or indirectly, use or disclose any Trade Secrets or anything directly relating to Trade Secrets or any Third Party Information or anything directly relating to Third Party Information or allow others to use or disclose such Trade Secrets or Third Party Information except with the Company's or relevant Group Undertaking's prior written consent or as required by law.
- 4.3. I undertake that I will not for a period of twelve months after the Termination Date, directly or indirectly, use or disclose any Proprietary Information or anything directly relating to Proprietary Information or allow others to use or disclose such information, except with the Company's or relevant Group Undertaking's prior written consent or as required by law.



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4.4 Since I may in the course of the Employment or by reason of services rendered for or offices held in any Group Undertaking obtain knowledge of Trade Secrets or confidential information of such Group Undertaking I agree that I will at the request and cost of the Group Undertaking enter into a direct agreement or undertaking with such Group Undertaking whereby I will accept restrictions corresponding to the restrictions contained in this Agreement (or such of them as may be appropriate in the circumstances).

5. INTELLECTUAL PROPERTY

5.1 I will promptly disclose to the Company, or any persons designated by it, all Inventions.

5.2 I agree that all Inventions shall be the sole property of the Company or Group Undertaking, as appropriate, and (to the extent it is not owned by the Company) hereby, as beneficial owner with full title guarantee, assign all rights, title and interest in the Inventions to the Company, or to any Group Undertaking, as appropriate. I further agree in respect of all Inventions to do all acts necessary, both during and after the termination of my Employment, to assist the Company and any Group Undertaking in every proper way to obtain and enforce patents on said Inventions in any and all countries, and to that end, I will execute all documents for use in applying for, obtaining and enforcing such patents, as the Company or any Group Undertaking may desire, together with any assignments thereof to the Company or any Group Undertaking or persons designated by any of them. The Company or relevant Group Undertaking shall pay all reasonable expenses related to such activities.

5.3 I hereby irrevocably and by way of security authorize the Company to appoint any person in my stead and on my behalf to do all such things and execute all such documents which I am obliged to do and execute under this Agreement (including without limitation, those documents which may be necessary for or incidental to applying for, obtaining and enforcing any patents pursuant to clause 5.2).

5.4 I have identified on Attachment C attached hereto and incorporated by reference herein, all inventions or improvements relevant to the subject matter of my Employment with the Company or any Group Undertaking that have been previously made or conceived solely or jointly by me prior to my engagement by the Company, which I desire to remove from the operation of this Agreement and I covenant that such list is complete. If there is no such list on Attachment C, I warrant that I have made no such inventions and improvements at the time of signing this Agreement.

6. TERMINATION

Upon the termination of my Employment with the Company or any Group Undertaking (or upon earlier request by the Company or any Group Undertaking), I will surrender to the Company all documents and data of any nature pertaining to my work with the Company or any Group Undertaking and I will retain no copies, reproductions, descriptions, notes or samples of the same, except that this requirement will not apply to any information made public (e.g. fact sheets, press releases, videos, etc.). This clause 6 shall not apply to personal records of mine that do not contain Proprietary Information.

7. INTEGRITY

I understand that it is the established policy of the Company and the Group Undertakings to conduct business in accordance with the applicable laws of the various countries in which the Company or any of the Group Undertakings does business, and in accordance with high standards of integrity and ethical business conduct. Acts of hospitality toward public officials should conform to any applicable laws and regulations and should be of such scale and nature as to avoid compromising the integrity of the public official and of the Company and relevant Group Undertaking.



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8. **GOVERNING LAW**
- 8.1 This Agreement will be governed by and interpreted in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales except that this Agreement may be enforced in any court of competent authority.
- 8.2 Each of the restrictions contained in this Agreement:
- 8.2.1 is considered by the parties to be reasonable in all the circumstances. However both parties recognise that such restrictions may fail for technical reasons and accordingly it is hereby agreed and declared that if any one or more of such restrictions shall either by itself or themselves or taken with others be adjudged to be invalid as exceeding what is reasonable in all the circumstances for the protection of the interests of the Company or any Group Undertaking but would be valid if any particular restriction or restrictions were deleted or if part or parts of the wording thereof were deleted or if the void or unenforceable provisions were replaced with valid and enforceable provisions then the said restrictions shall apply with such deletion(s) and replacements as may be necessary to make them valid and effective; and
- 8.2.2 is a separate restriction on me and will be enforceable by the Company both for itself and as agent or trustee of the Group Undertakings and separately and independently of its right to enforce any one or more of the other restrictions contained in this Agreement.
- 8.3 I understand and acknowledge that the Company and Group Undertakings, in addition to any other forms of remedy available to them, will be entitled to injunctive relief in the event of a breach or threatened breach by me of the provisions of this Agreement.
- 8.4 Each Group Undertaking may enforce the provisions of this Agreement in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as provided in this Section 8.4, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, other than in respect of any right or remedy which exists or is available but for the provisions of that Act.
- 8.5 This Agreement shall be binding upon me, my heirs, executors, successors and assigns and the benefit of this Agreement shall ensure to the benefit of the Company's and Group Undertakings' lawful successors and assigns.

This Agreement shall be effective as of the first day of my Employment by the Company.

IN WITNESS whereof this Agreement has been executed as a deed and delivered the day and year first before written.

EXECUTED as a deed by Gavin Clarke / GAVIN CLARKE in the presence of

Signature of witness H. Richardson

Name of witness HUMPHREY RICHARDSON

Address of witness 7 PARK GATES, HERTFORD

Occupation of witness INDUSTRY RELATIONS MANAGER

EXECUTED as a deed by **Rovi Europe Ltd** Acting by

Authorized Signature

Authorized Signature



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THE SCHEDULE

Definitions

The following words and expressions shall have the following meanings:

"Employment" means my employment with the Company or any Group Undertaking.

"Group Undertaking" means any group undertaking of the Company as defined in sections 255 and 259 of the Companies Act 1985 and as at the date of this Agreement includes, but is not limited to, Rovi Solutions Corporation and its Subsidiaries.

"Invention" means inventions, improvements, formulas, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my Employment that result from tasks assigned to me by the Company or any Group Undertaking or result from use of Proprietary Information, Third Party Information, or any premises owned, leased, or contracted for or by the Company or any Group Undertaking.

"Proprietary Information" means any information created, discovered, developed or otherwise become known to the Company or any Group Undertaking (including but not limited to information created, discovered, developed, or made known by me during the period of or arising out of my Employment with the Company or any Group Undertaking) and/or in which property rights have been assigned or otherwise conveyed to the Company or any Group Undertaking, which information has commercial value and relates to the business or any field of interest of the Company or any Group Undertaking including but not limited to trade secrets, processes, structures, systems, know-how, methods, techniques, recipes, drawings, apparatus, formulas, government filings, patents, patent applications, materials, devices, research activities and plans, data, specifications, costs of productions, prices, promotional methods, financial information, business and marketing plans, forecasts, customer lists, customer information and supplier information of the Company or any Group Undertaking. Contacts known to me prior to my Employment with the Company or any Group Undertaking do not constitute Proprietary Information.

"Subsidiary" means any entity in which the majority of shares entitled to vote for the election of directors is owned or directly or indirectly controlled by Rovi Solutions Corporation.

"Termination Date" means the date the Employment terminates.

"Third Party Information" means information the Company or any Group Undertaking has received and that is confidential or proprietary to such third parties and that is subject to a duty on the part of the Company or Group Undertaking to maintain the confidentiality of such information and/or to use it only for certain limited purposes.

"Trade Secret" means trade secrets and confidential information in the nature of a trade secret of the Company or any Group Undertaking including but not limited to patent applications, processes, structures, systems, know-how, methods, techniques, recipes, drawings, apparatus, formulas, government filings, patent applications, materials, devices, research activities and plans, data, and specifications.

1. This Agreement and any schedules will be interpreted in accordance with this Schedule.
2. Words and expressions which are defined in the Companies Act 1985 and are used in this Agreement will bear the same meanings as in such statute.



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3. A reference to a statutory provision will be interpreted as a reference to the provision as amended or re-enacted from time to time, any statutory instrument, order or governmental regulation from time to time made or issued pursuant to such provision and as a reference to any past statutory provision, instrument, order or regulation which such provision has amended or from which it derives as from time to time (whether before or after the date of this Agreement) amended or re-enacted.
4. A reference to a Clause or Schedule will be interpreted as a reference to the clause or schedule of that number in or to this Agreement.
5. The clause headings are for ease of reference only and do not affect interpretation.
6. Words importing the masculine gender include the feminine and words importing the singular include the plural.



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ATTACHMENT A

Documents in Possession

(If None, So State)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



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ATTACHMENT B

Other Employment or Business

(If None, So State)

<u>Company Name</u>	<u>Nature of Business</u>	<u>Duties & Responsibilities</u>
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1.

2.

3.

4.



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ATTACHMENT C

Inventions and Improvements

(If None, So State)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.