506518833 02/23/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6565608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AHMAD REZA HEDAYAT	09/05/2017

RECEIVING PARTY DATA

Name:	IDAC HOLDINGS, INC.
Street Address:	200 BELLEVUE PARKWAY
Internal Address:	SUITE 300
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19809

PROPERTY NUMBERS Total: 1

Property Type	Number		
PCT Number:	US2019045749		

CORRESPONDENCE DATA

Fax Number: (215)568-6499

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.

Phone: 215-568-6400

Email: KLynch@vklaw.com

Correspondent Name: VOLPE KOENIG

Address Line 1: 30 SOUTH 17TH STREET

Address Line 2: SUITE 1800

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	IDC-2018P00560WO
NAME OF SUBMITTER:	ROBERT D. LEONARD
SIGNATURE:	/Robert D. Leonard/
DATE SIGNED:	02/23/2021

Total Attachments: 6

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INTERDIGITAL

NON-DISCLOSURE AND ASSIGNMENT OF IDEAS AGREEMENT

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WHEREAS, InterDigital Communications, Inc. and its Related Entities (as defined below) and their assigns, (collectively "Employer") are engaged in multiple facets of the wireless communications industry including, but not limited to, research, development, marketing, manufacturing, and licensing technology and products and the protection and exploitation of its intellectual property. "Related Entities" shall include, but not be limited to, any and all past, present or future entities, which, directly or indirectly, control, are controlled by or are under common control of or with InterDigital Communications, Inc.; and

WHEREAS, Employer owns and continues to develop valuable Confidential Information (as hereinafter defined); and

WHEREAS, in the course of extending an offer of employment to Employee, Employer informed Employee that as a condition of employment with Employer, Employee would be required to enter into an agreement relating to the protection of its Confidential Information; and

WHEREAS, Employee desires to be employed by Employer and understands that such employment will expose Employee to existing or future Confidential Information of Employer.

NOW, THEREFORE, in consideration of Employee's employment and in of the mutual covenants contained herein, Employer and Employee, intending to be legally bound, agree as follows:

1. Confidential Information. "Confidential Information" means proprietary information related to Employer's business, including but not limited to, patent files and patent applications, business plans, marketing plans, customer and prospective customer information, vendor and prospective vendor information, prices, costs, financial matters, internal business methods and strategy, employment matters, production and engineering activities, product design, inventions, trade secrets, know-how, methods, techniques, engineering concepts, product specifications, software, algorithms, computer programs, compilation of information, written descriptions, drawings, copyrighted materials, samples, demonstrations, manufacturing processes, research and development efforts, names and addresses and capabilities employees and consultants, and any other data or information relating to the business and operations of the Employer, which is not generally known by or not readily accessible to the public. Employee understands and acknowledges that in the course of Employee's employment with Employer, Employer may incur substantial expenditures of time and money in providing Employee with specialized instruction and training, and that Employee will have access and or be exposed to certain of Employer's Confidential Information.

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- 2. <u>Non-disclosure</u>. The parties agree that it is of great importance to the success of Employer that Confidential Information be treated with great care and that improper disclosure and improper use be prevented.
- a. Employee agrees to abide by all Employer's rules and procedures designed to protect Confidential Information and agrees to use the Confidential Information solely for the purposes of providing services to InterDigital and agrees to maintain as secret and shall not, directly or indirectly, disclose, use or permit the disclosure or use of, any Confidential Information to a third party, unless such disclosure or use is consented to in advance in a writing executed by a duly authorized representative of Employer, for as long as such information remains Confidential Information. Improper use may include, but is not limited to, Confidential Information to divert business or income from Employer.
- b. Nothing in this Agreement prohibits Employee from reporting possible violations of federal law or regulation to any government agency or entity, including, but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Employee acknowledges that he does not need the prior authorization of the Company to make any such reports or disclosures and is not required to notify the Company of any such reports or disclosures. Furthermore, in accordance with the Defend Trade Secrets Act of 2016, Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- Innovations. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions, formulas, process, techniques, machinery, apparatus, prototypes, models, sequences, components, programs, technology, computer programs, ideas, know-how or innovation and all tangible and intangible embodiments thereof of any kind whatsoever including, without limitation, all compositions and works (including without limitation, all designs, records, reports, drawings, source code, object code, artwork or graphics in formats which include tangible, printed or electronic mediums) (whether or not patentable or registrable under copyright statutes) copyrights, moral rights, copyright applications, patents, patent applications, trade dress trademarks, trademark applications, trade names, slogans, service marks and other marks.

4. Ownership and Assignment of Innovations. Employee shall promptly disclose to Employer any and all Innovations, made, developed, discovered, conceived, or reduced to practice by Employee, solely or jointly, during the period of Employee's employment with Employer, whether or not conceived or made during working hours, and relating in any manner to the business or investigations of Employer and whether or not at the request or suggestion of Employer. All such Innovations shall be the exclusive property of Employer with respect to all countries, and Employee shall assign and hereby does assign all worldwide right, title and interest thereto to Employer. Work

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and that this Agreement shall not be construed or enforced as an employment contract or give Employee any right or guarantee to be employed for any specific time or to limit Employer's right to terminate Employee's employment at that time, with or without cause.

- 15. <u>Entire Agreement/Amendments</u>. This Agreement, which includes all of the exhibits hereto, replaces and supersedes all prior agreements relating to the Confidential Information of InterDigital between the Employer and Employee. No alteration, modification, amendment or other change to this Agreement shall be binding unless in writing and executed by both Employer and Employee.
- 16. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of Employee and Employee's heirs, executors and personal representatives, and shall be binding upon and inure the benefit of Employer and its existing and future Related Entities and their successors and assigns; and
- 17. Governing Law & Venue. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of California; as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Employer and Employee each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.
- 18. Export Control. Employee agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Employee acknowledges and understands that technology and software to which Employee has access or which is disclosed to Employee in the course of employment by Employer may be subject to U.S. export control laws and regulations including ITAR and EAR. Employee certifies that Employee will not disclose, export, reexport or otherwise transfer directly or indirectly—any proprietary technology or software (including products derived from or based on such technology or software) to any other foreign national or any foreign country without prior written authorization from Employer and the appropriate U.S. government authorities. This export control obligation shall survive Employee's termination of employment with Employer.
- 19. <u>Employee's Acknowledgment</u>. Employee expressly acknowledges that Employee has been given the opportunity prior to entering into this Agreement to consult with Employee's own counsel regarding Employee's rights and obligations with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INTERDIGITAL COMMUNICATIONS, INC. EMPLOYEE

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Ву:

President

Name (print): AHMAD REZA HEDATAT

Scott McQuilkin

Date: <u>Sep 5</u>, 20 17

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Attachment A

PRIOR INNOVATIONS

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OR.

YES, SUCH PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):

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Attachment B

LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA

THIS IS TO NOTIFY Employee in accordance with Section 2870 of the California Labor Code that the foregoing Agreement between Employee and Employer does not require Employee to assign or offer to assign to Employer any invention that Employee developed entirely on Employee's own time without using 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 Employer's and/or Related Entities' business, or actual or demonstrably anticipated research or development of Employer and/or Related Entities; or
 - (2) Result from any work performed by you for Employer and/or Related Entities.

This limited exclusion does not apply to any patent or invention covered by a contract between Employer and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

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I ACKNOWLEDGE RECEIPT of a copy of this notification.

EMPLOYEE

Dated: <u>Sep 5 , 2 8 17</u>

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RECORDED: 02/23/2021