506524420 02/25/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6571195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MAHMOUD TAHERZADEH BOROUJENI	08/29/2016

### **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:	US2019045747

### **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-2018P00576WO	
NAME OF SUBMITTER:	ROBERT D. LEONARD	
SIGNATURE:	/Robert D. Leonard/	
DATE SIGNED:	02/25/2021	

#### **Total Attachments: 4**

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PATENT 506524420 REEL: 055412 FRAME: 0255

# NON-DISCLOSURE AND ASSIGNMENT OF IDEAS AGREEMENT

This Non-Disclosure and Assignment of Ideas Agreement ("Agreement") is made as of
Aug 22, 2016 (the "Effective Date) by and between Mahmond Takerzadeh Baronjen
an individual residing at 19775 Costa Verde # 1215, San Diego, CA 92122
("Employee") and INTERDIGITAL COMMUNICATIONS, INC., a Delaware corporation with
offices at 781 Third Avenue, King of Prussia, Pennsylvania 19406.

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.;

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

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 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.
- 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

PATENT REEL: 055412 FRAME: 0256 improper use be prevented. 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.

- 3. Ownership and Assignment. Employee shall promptly disclose to Employer any and all ideas, concepts, discoveries, inventions, technological innovations, improvements and copyrightable works including, but not limited to, computer software, whether or not patentable or copyrightable, 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 of Employer and whether or not at the request or suggestion of Employer (collectively, "Intellectual Property"). All such Intellectual Property 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 to the Intellectual Property to InterDigital. Work performed as an employee of Employer shall be deemed a work for hire for purposes of the United States Copyright laws, and Employer shall have the sole right, title and interest in such work. Employee understands and acknowledges that Employer may license, assign, sell, or otherwise transfer at will the Intellectual Property without compensation to Employee.
- 4. <u>Constration</u>. At the request of Employer, Employee (both during Employee's employment and thereafter) shall perform all lawful acts and execute, acknowledge and deliver all such instruments deemed necessary or desirable by Employer to vest or maintain in Employer or in any designee of Employer all right, title and interest in anything recited in Sections 1 and 3 hereof, and cooperate with Employer to prepare, file and prosecute applications for patents, trademarks and copyrights thereon in all countries selected by Employer, including renewals and reissues thereof and to obtain and record sole and exclusive title to such applications, patents, trademarks and copyrights for all said countries.
- 5. <u>Non-Solicitation of Employees</u>. Employee agrees that Employee shall not, during the period of employment and for a period of one (1) year following termination of employment with Employer for any reason, approach, contact, solicit, hire or otherwise do any act for the purpose of inducing any employee to cease employment with Employer.
- 6. Obligations on Termination. On termination of employment with Employer for any reason, Employee agrees to deliver to Employer any and all tangible embodiments (regardless of form) of Confidential Information and any and all tangible embodiments of materials relating to anything within the terms of Sections 1 and 3, to the extent in Employee's possession or subject to Employee's control, and Employee shall continue to maintain the same as secret pursuant to Section 2 hereof. Employee shall retain no copies, excerpts or portions of any item delivered pursuant to this section. In addition, upon termination of Employee's employment with Employer for any reason, Employee will deliver to a member of Employer's Human Resources Department, all property (e.g., keys, access badges, etc.) and any and all documents, records, files, computer

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programs and/or other data relating to any Confidential Information and to the Employer's business or operations.

- 7. Reformation/Severability. Employee expressly agrees that the provisions of this Agreement are reasonably required by Employer to protect the legitimate business interests of Employer and if a court of competent jurisdiction should determine that any of the foregoing provisions are unenforceable, in whole or in part, then such court is authorized to modify such agreement or covenant in such respects as such court determines to be required in order that it shall, as so modified, be enforceable. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, the remaining provisions of this Agreement will not be nullified but will remain in full force and effect.
- 8. Remedies. Employee acknowledges that any breach by Employee of this Agreement, including without limitation, the improper use or disclosure by Employee of any Confidential Information, will subject Employee to disciplinary action, up to and including termination of employment in addition to any and all other remedies Employer has in law or equity. Employee expressly acknowledges and agrees that (i) Employee's obligations herein are of a unique and special nature, (ii) any breach or violation of Employee's obligations herein will result in irreparable harm to Employer for which there may be no adequate remedy at law, (iii) in addition to all other remedies, Employer shall be entitled as a matter of right to injunctive relief in any court of competent jurisdiction, (iv) Employee shall not assert as a defense to any petition or request for injunctive or other equitable relief the claim that Employer has an adequate remedy at law, and (v) Employer shall not be required to post a bond or other security in connection with a request for injunctive or other equitable relief.
- 9. <u>No Waiver</u>. The failure of either Employer or Employee to object to any conduct or violation of any of the agreements or obligations made by the other under this Agreement will not be deemed a waiver of any rights or remedies. No waiver of any right or remedy arising under this Agreement will be valid unless set forth in an appropriate writing signed by the party to be charged.
- 10. <u>No Employment Contract</u>. Employee and Employer expressly acknowledge and agree that the purpose of this Agreement is to protect the legitimate business interests of Employer 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.
- 11. Entire Agreement/Amendments. 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.
- 12. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Employer and Employee and their respective heirs, executors, successors and permitted assignees.
- 13. GOVERNING LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.

EMPLOYEE IRREVOCABLY CONSENTS AND AGREES THAT ANY AND ALL ACTIONS AND PROCEEDINGS INITIATED BY OR ON BEHALF OF EMPLOYEE AND ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT SHALL BE BROUGHT AND LITIGATED IN THE STATE COURTS OF THE STATE OF DELAWARE LOCATED IN NEW CASTLE COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE.

- 14.. 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.
- Employee's Acknowledgment. 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.

Scott McQuilkin President

RECORDED: 02/25/2021

EMPLOYEE

Name (print): Mahmaud Taherzadeh Boragen,
Date: Aug 29 2016

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