

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YANRU LI	01/17/2021
DEXTER TAMIO CHUN	09/06/2012
RECEIVING PARTY DATA	
Name:	QUALCOMM INCORPORATED
Street Address:	5775 MOREHOUSE DRIVE
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17147110
CORRESPONDENCE DATA	
Fax Number:	(770)804-0900
<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:	678-775-8788
Email:	swigmore@srtslaw.com, qualcomm_docketing@srtslaw.com
Correspondent Name:	SMITH TEMPEL BLAHA LLC
Address Line 1:	50 GLENLAKE PARKWAY
Address Line 2:	SUITE 340
Address Line 4:	ATLANTA, GEORGIA 30328
ATTORNEY DOCKET NUMBER:	17006-0615U1 (205802)
NAME OF SUBMITTER:	STEVEN P. WIGMORE, REG. NO. 40,447
SIGNATURE:	/SPW/
DATE SIGNED:	05/11/2021
Total Attachments: 7	
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ASSIGNMENT

WHEREAS, WE,

1. **Yanru LI**, having a mailing address located at 5775 Morehouse Drive, San Diego, CA 92121,
2. **Dexter Tamio CHUN**, having a mailing address located at 5775 Morehouse Drive, San Diego, CA 92121,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to **PROTECTED DATA STREAMING BETWEEN MEMORIES** (collectively the “**INVENTIONS**”) for which we have executed and/or may execute one or more patent applications therefor; and

WHEREAS, **QUALCOMM Incorporated** (hereinafter “**ASSIGNEE**”), a Delaware corporation, having a place of business at 5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A., desires to acquire or otherwise obtain the entire right, title, and interest in and to said **INVENTIONS**, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we do hereby acknowledge that we have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto **ASSIGNEE**, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said **INVENTIONS**, including all patent applications therefor that may have been filed or may be filed hereafter for said **INVENTIONS** in the United States, including but not limited to U.S. Application No(s). **17/147,110** filed **JANUARY 12, 2021**, Qualcomm Reference Number **205802** (and do hereby authorize **ASSIGNEE** and its representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND we further do acknowledge and agree that we have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto **ASSIGNEE**, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said **INVENTIONS**, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said **INVENTIONS** in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or

applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

AND WE DO HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which we may be entitled, or that we may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that we will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY covenant that we will not execute any writing or do any act whatsoever conflicting with these presents.

Done at San Diego, CA, on Jan 17, 2021 Yanru Li
City, State Date Yanru LI

Done at _____, on _____
City, State Date Dexter Tamio CHUN

Submission for Dexter T. Chun employee #538 was recorded on 09/06/2012



INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT (the "Agreement")

PLEASE READ THE FOLLOWING FULLY AND CAREFULLY, AND INDICATE YOUR AGREEMENT BY CLICKING ON THE "I AGREE" BUTTON AT THE VERY END OF THIS DOCUMENT.

In connection with my employment by Qualcomm Incorporated, Qualcomm Technologies, Inc. or one of their respective subsidiaries (such employer is the '**Company**'), and, collectively, such entities are '**Qualcomm**' or '**Qualcomm Entities**'), or if presently employed, then in connection with my continued employment, and in consideration of the compensation paid to me during the period of my employment, such period of employment to be for so long as may remain agreeable at the will of the Company and/or me, I agree as follows:

1. Inventions And Works of Authorship

- 1.1. Inventions & Works Belong to Company Unless Excluded by this Agreement. I understand that all 'Inventions' and 'Works' that are 'Created' by me alone or jointly with others (definitions below) at any time during my period of employment with the Company shall be the sole and exclusive property of the Company, and subject to the Company's direction and control, unless they are 'Excluded Inventions and/or Works' as defined in Section 1.2 of this Agreement.

Except for the Excluded Inventions and/or Works (as defined in Section 1.2 of this Agreement), I hereby irrevocably assign, transfer and convey to the Company, its successors and assigns, all of my entire right, title, and interest in and to any and all Inventions and Works that are Created by me alone or jointly with others at any time during my period of employment with the Company, including without limitation all patent applications and patents worldwide therefor, and all rights of priority derived therefrom under any international conventions, treaties, or agreements. The foregoing assignment, transfer and conveyance shall operate automatically upon the Creation of each such Invention and Work.

To the extent any of the rights, title and interest in and to any such Works or Inventions cannot under applicable law be assigned by me to the Company, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, products and services. To the extent any of the rights, title and interest in and to any such Works or Inventions can neither be assigned nor licensed by me to the Company, I hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest against Qualcomm, any of Qualcomm's successors in interest, or any of Qualcomm's customers.

I acknowledge and agree that the Company, its successors and assigns have the sole and exclusive right to file or not to file for domestic or foreign patents on any or all Inventions, or for domestic or foreign copyrights and trademarks on any or all Works, as determined in their sole discretion.

Definitions:

'**Created**' (and '**Creation**') is when (i) an Invention is conceived or reduced to practice, or (ii) a Work is created, developed, made, authored, or fixed in a tangible medium of expression.

'**Invention**' is any invention, discovery, development, design, formula, process, improvement, idea, innovation, know-how or information, in each case whether patentable or not, that is Created by me, either solely or in concert with others.

'**Work**' is any work of authorship or information, including, but not limited to, any computer program, publishable article, mask work, trademark, service mark, trade name, trade dress, sales brochure, work of art, or technical report, in each case whether copyrightable or not, that are Created by me, either solely or in concert with others. I acknowledge that all Works that are subject to copyright and that are Created by me within the scope of my employment constitute a 'work for hire' within the meaning of Title 17 United States Code Sections 101 and 201(b).

- 1.2. Excluded Inventions & Works are not Assigned to Company. The following Inventions and/or Work described in Section 1.2(a) - 1.2(c) below are collectively referred to as the '**Excluded Inventions and/or Works**' and are not assigned to Company:

- (a) Any Inventions and/or Works that I have listed (by descriptive title for purposes of identification) in my Statement of Excepted Inventions and Works in Attachment 1 to this Agreement, are all of the Inventions and Works Created prior to my employment by the Company which I consider to be my property or in which I claim any ownership interest or title, either alone or jointly with a third party. I agree to provide copies of all documentation in support of my claim to any such Inventions and Works if so requested by the Company. I understand that my listing of any Inventions and Works in Attachment 1 does not establish that the Company agrees with my claim to the ownership over any such Inventions and Works; instead, this list of Inventions and Works in Attachment 1 merely serves as a record of the pre-employment Inventions and Works in which I claim to have an ownership interest
- (b) Any Inventions and/or Works that meet all of the following criteria:
 - which are developed by me, alone or jointly with others, entirely on my own time; and
 - for which no equipment, supplies, facilities, or trade-secret information of Qualcomm (or of any third party which Qualcomm is authorized to use) are used; and
 - which do not result from any work performed by me for the Company; and
 - which do not relate to the business of Qualcomm, its actual or demonstrably anticipated research or development or its design, experimental or production work.

[REDACTED]

[REDACTED]

Except as specifically described in the Statement of Excepted Inventions and Works in Attachment 1, I represent and warrant there are no Inventions or Works previously Created by me which I claim to be an Excluded Invention and/or Work.

- 1.3. I Agree to Disclose All Inventions and Works. I shall promptly, but in no case later than thirty (30) days from Creation, fully disclose to the Company all Inventions and Works Created by me, either solely or in concert with others, during the period of my employment with the Company, together with any period prior to the date of this Agreement if I have not signed this Agreement until after my start of employment with Company. I agree to disclose all Inventions and Works using forms provided by the Company.
- 1.4. I Agree to Assist the Company. I agree, upon request by the Company, and without compensation (other than with respect to my requested reimbursement of my reasonable and actual out-of-pocket expense which have been pre-approved by the Company in writing), to do all lawful acts including the execution of all papers and lawful oaths and the giving of testimony that may be necessary or desirable in obtaining, sustaining, reissuing, renewing, and enforcing United States and foreign Letters Patent and copyright on all Inventions and Works herein assigned to the Company, including without limitation to assist the Company in any controversy or legal proceeding relating to all such Inventions and Works. I further agree to comply with provisions of contracts between the Company and contractors or any agency of the United States Government with whom the Company is doing business, including all provisions relating to invention rights, works of authorship or to the safeguarding of information. If the Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right to or under any Inventions and Works Created by me and assigned to the Company under this Agreement, I hereby irrevocably designate and appoint the Company and the Company's duly authorized officers and agents as my agents and attorneys in fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights to or under the Inventions and Works Created by me and assigned to the Company under this Agreement, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.
- [REDACTED]

- 1.6. California Labor Code Sections 2870-2872. California Labor Code Section 2872 places the burden of proof on the employee. I hereby acknowledge that I have received a copy of California Labor Code Sections 2870 through 2872 (See Attachment 2).

2. Nondisclosure Of Confidential Information

[illegible][illegible]

- [illegible]

[illegible][illegible]

notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

- 6.11. Injunctive Relief. I agree that if I violate this Agreement, the Company will suffer irreparable and continuing damage for which money damages are insufficient, and the Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law, without the need to post a bond.

ATTACHMENTS:

1. Statement of Excepted Inventions and Works
2. California Labor Code Sections 2870-2872

ATTACHMENT 1

STATEMENT OF EXCEPTED INVENTIONS AND WORKS

As provided in Section 1.2(a) of this Agreement, listed below by descriptive title for purposes of identification, are all of the Inventions and Works Created prior to my employment with the Company which I consider my property or in which I claim any ownership interest or title.

If this Attachment is blank, then you represent, warrant and agree that there are no such Inventions or Works.

For the avoidance of doubt, only those Inventions and/or Works in which you currently hold title or in which you currently have an ownership interest should be listed on this Attachment.

Excepted Inventions (If your text exceeds 4000 characters, please let us know by clicking on the feedback link located at the bottom of this page)

Please do not input any text here if the answer is 'None'. Only input text if you have any inventions or works that predate your employment that you believe are your personal property and subject to this agreement.

Excepted Works (If your text exceeds 4000 characters, please let us know by clicking on the feedback link located at the bottom of this page)

Please do Not input any text here if the answer is 'None'. Only input text if you have any inventions or works that predate your employment that you believe are your personal property and subject to this agreement.

ATTACHMENT 2

CALIFORNIA LABOR CODE SECTIONS 2870-2872

Section 2870.

- (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; or
 - (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 assign under this subdivision (a), the provision is against the public policy of this state and is unenforceable.

Section 2871.

No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and, for full title to

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certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

Section 2872.


If an employment agreement entered into after January 1, 1980 contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to any invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

INDICATE YOUR AGREEMENT TO TERMS OF "INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT" HERE:

By clicking the 'I Agree' button below, I am agreeing to all the terms and conditions set forth above, and that I have accurately and completely filled out the Statement of Excepted Inventions and Works. I understand that clicking the 'I Agree' button has the same effect as if I had signed a paper copy of the Agreement.

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If you have questions, please contact  IDA

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Last Modified: 09/05/2012

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 Submission for Dexter T. Chun employee #538 was recorded on 09/06/2012