

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YANBING ZHANG	06/20/2021
PATRICK CRUISE	07/01/2021
HONGWEI KONG	06/26/2016
RECEIVING PARTY DATA	
Name:	Cypress Semiconductor Corporation
Street Address:	198 Champion Court
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17478203
CORRESPONDENCE DATA	
Fax Number:	(408)545-6911
<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:	408-943-6878
Email:	Adnan.Fazlic@infineon.com, patents@cypress.com
Correspondent Name:	CYPRESS SEMICONDUCTOR CORPORATION
Address Line 1:	198 CHAMPION COURT
Address Line 4:	SAN JOSE, CALIFORNIA 95134
ATTORNEY DOCKET NUMBER:	CD21015
NAME OF SUBMITTER:	CHRISTOPHER JORDAN
SIGNATURE:	/Christopher Jordan/
DATE SIGNED:	09/17/2021
Total Attachments: 9	
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ASSIGNMENT OF PATENT APPLICATION

Attorney Docket No.: CD21015

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, Yanbing Zhang, Hongwei Kong and Patrick Cruise

hereby sell, assign, and transfer to Cypress Semiconductor Corporation

a corporation of Delaware.
(Type of Assignee: e.g., corporation, company, partnership, university, etc.)

having a principal place of business at 198 Champion Court, San Jose, California 95134-1709

("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions or improvements that are disclosed in the application (provisional or non-provisional) for the United States patent which may have a declaration executed by the undersigned prior hereto or concurrently herewith and is entitled

SYSTEMS, METHODS, AND DEVICES FOR TIMING RECOVERY IN
WIRELESS COMMUNICATIONS DEVICES

said patent application also identified as follows (when known):

[I/we hereby authorize an attorney or agent for said Assignee to insert below the application number and filing date of said patent application when known.]

United States Patent Application Number _____ filed _____,

and in and to said application (provisional or non-provisional) and all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Each Inventor: Please Sign and Date Below:

_____, 20____
Date

Signature
Yanbing Zhang

Printed/Typed Name

_____, 20____
Date

Signature
Hongwei Kong

Printed/Typed Name

2/1, 2024
Date

Signature
Patrick Cruise

Printed/Typed Name

Assignment Document Return Address:
CYPRESS SEMICONDUCTOR CORPORATION
198 Champion Court
San Jose, CA 95134
(408) 545-7194

CYPRESS

PATENT AND CONFIDENTIALITY AGREEMENT

KONG, HONGWEI
Name (Please Print)

PATENT AND CONFIDENTIALITY AGREEMENT

I recognize that Cypress Semiconductor Corporation, a Delaware corporation, together with its affiliates and subsidiaries (hereafter collectively called "Cypress") is engaged in a continuous program of research, development, and production respecting its business, present and future.

I understand that:

- A. As part of my employment by Cypress, I am expected to make new contributions and inventions of value to Cypress;
- B. My employment creates a relationship of confidence and trust between me and Cypress with respect to any information:
 - (1) Applicable to the business of Cypress; or
 - (2) Applicable to the business of any supplier, partner, client or customer of Cypress, which may be made known to me by Cypress or by any supplier, partner, client or customer of Cypress, or learned by me in such context during the period of my employment.
- C. Cypress possesses and will continue to possess information that has been created, discovered, or otherwise become known to Cypress (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my employment by Cypress) and/or in which property rights have been assigned or otherwise conveyed to Cypress, which information has commercial value in the business in which Cypress is engaged. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary information includes trade secrets, processes, techniques, marketing plans, strategies, forecasts, skills and compensation of Cypress employees, and customer lists.
- D. As used herein, the period of my employment includes any time in which I may be retained by Cypress as a consultant and any time during which I worked for the benefit of Cypress.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from Cypress from time to time, I hereby agree as follows:

CYPRESS

1. All Proprietary Information and all related patents, copyrights, trademarks, and other intellectual property rights (collectively called "Proprietary Rights") shall be the sole property of Cypress and its assigns. I hereby assign and agree to assign to Cypress any rights I may have or acquire in such Proprietary Rights. At all times, both during my employment by Cypress and after its termination, I will keep in confidence and trust all Proprietary Information and Proprietary Rights, and I will not use or disclose any Proprietary Information or Proprietary Rights or anything directly relating to it without the written consent of Cypress, except as may be necessary in the ordinary course of performing my duties as an employee of Cypress.
2. I agree that during the period of my employment by Cypress I will not, without Cypress's express written consent, engage in any employment or business other than for Cypress.
3. Any and all social media and other online accounts and profiles created or used by me on behalf of Cypress or otherwise for the purpose of promoting or marketing Cypress or similar business purposes, including such profiles and accounts featuring or displaying Cypress's name and trademarks ("Cypress Social Media Accounts"), belong solely to Cypress. I agree that I will not create, develop or maintain any Cypress Social Media Accounts without Cypress's express prior authorization. Cypress shall own all Cypress Social Media Accounts regardless of the employee that opens the account or uses, manages or accesses it. Each Cypress Social Media Account includes any and all log-in information, data, passwords, trademarks and content related to the profile or account, including all followers, subscribers and contacts. Cypress Social Media Accounts shall not include any social media accounts or profiles that are created or used by me exclusively for my own personal use.
4. In the event of the termination of my employment by me or by Cypress for any reason, I will deliver to Cypress all documents, passwords, log-ins, social media accounts and data of any nature pertaining to my work with Cypress and I will not take with me any documents or data of any kind or any reproduction of any kind containing or pertaining to any Proprietary Information or Proprietary Rights.
5. I will promptly disclose to Cypress, or any persons designated by it, all improvements, inventions, formulas, processes, techniques, know-how, data and all copyrightable material including software, 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 which are related to or useful in the business of Cypress, or result from tasks assigned me by Cypress or result from use of premises or tangible property owned or leased, or contracted for by Cypress (all said improvements, inventions, formulas, processes, techniques, know-how, and data shall be collectively hereinafter called "Inventions"). I will promptly disclose each Invention in an Invention Disclosure Form pursuant to Specification Nos. 27-00030 and 00-00047.

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6. I agree that all inventions, improvements, discoveries, copyrights, and trade secrets on the above subject matter shall be the sole property of Cypress and its assigns, and Cypress and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other rights in connection therewith. I hereby assign and agree to assign to Cypress any rights I may have or acquire in such subject matter or inventions. I further agree as to all such subject matter or inventions to assist Cypress in every proper way (but at Cypress's expense) to obtain and from time to time enforce patents, copyrights, trademarks, and trade secrets in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents, copyrights, and trademarks thereon and enforcing the same, as Cypress may desire, together with any assignments thereof to Cypress or persons designated by it. My obligation to assist Cypress in obtaining and enforcing such Proprietary Rights in any and all countries shall continue beyond the termination of my employment. In the event that I refuse, neglect or am unable to perform any act, including but not limited to executing any documents, relating to obtaining or enforcing such Proprietary Rights, I hereby appoint Cypress's counsel and or Cypress's corporate secretary to act as my attorney-in-fact for the purpose of securing Cypress's rights therein, including providing the appointed person with full authority to execute any documents on my behalf to effectuate the purposes of this paragraph.

Any provisions in this Agreement requiring me to assign my rights in any invention do not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code. That section provides that the requirement to assign "...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) [r]elate 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) [r]esult from any work performed by the employee for the employer." By signing this Agreement, I acknowledge receipt of a copy of this Agreement and of the above written notification of the provisions of Section 2870.

7. As a matter of record, I have identified on Exhibit A attached hereto all inventions or improvements relevant to the subject matter of my employment by Cypress which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Cypress, 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 Exhibit A, I represent that I have made no such inventions or improvements at the time of signing this Agreement.
8. I represent that my performance of all the terms of this Agreement and as an employee of Cypress does not, to the best of my present knowledge and belief, and will not breach any agreement or duty to keep my prior employer's

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information in confidence or in trust. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

9. I understand as part of the consideration for the offer of employment extended to me by Cypress and of my employment or continued employment by Cypress, that I have not brought and will not bring with me to Cypress or use in the performance of my responsibilities at Cypress materials or documents of a former employer or third party which are not generally available to the public, unless I have obtained written authorization from the former employer or third party for their possession and use.

Accordingly, this is to advise Cypress that the only materials or documents of a former employer or third party which are not generally available to the public that I will bring to Cypress or use in my employment are identified on Exhibit A attached hereto, and as to such item, I represent that I have obtained prior to the effective date of my employment with Cypress written authorization for their possession and use in my employment with Cypress.


I also understand that, in my employment with Cypress, I am not to breach any obligation of confidentiality or duty that I have to former employers or third parties, and I agree that I shall fulfill all such obligations during my employment with Cypress.

10. I understand that all of Cypress's employee information is Proprietary Information and I will not use such information to solicit any employee of Cypress or otherwise benefit myself or a third party at any time during or after my employment with Cypress.
11. All records, reports, notes, compilations, calendars, notebooks, or other recorded matter, and copies or reproductions thereof, relating to Cypress's operations, activities, or business, made or received by me during my employment with Cypress are and shall remain Cypress's exclusive property, and I agree I will safeguard and keep the same at all times for Cypress's custody and subject to its control. I will surrender the same at or before termination of my employment with Cypress.
12. This Agreement shall be effective as of the first day of my employment by Cypress, which shall include any time spent as a consultant to Cypress.
13. I understand that this Agreement shall be governed and construed according to the laws of the State of California, without regard to its conflict of interest laws. I further understand that my duties and obligations hereunder shall be enforceable in the courts of the United States of America and of the State of California located in Santa Clara County, California. I irrevocably submit to the exclusive jurisdiction of such courts, and agree that all claims in respect of this Agreement may be heard and determined in any of such courts.

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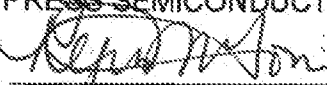
14. I agree that in the event of any breach of any of the provisions of this Agreement, Cypress will suffer irreparable and permanent damages and injury for which monetary relief will not be adequate and, in addition to any and all rights, in law or in equity, that may be available to Cypress, Cypress shall be entitled to immediate injunctive relief without the need to post any bond or security in order to obtain same, and shall also be entitled to recover reasonable attorney's fees and costs in addition to any other damages.
15. I agree that any failure of Cypress at any time or times to require performance of any provision of this Agreement shall in no manner affect Cypress's available remedies or right at a later time to enforce the same. No waiver by Cypress of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise (in any one or more instances) shall be deemed to be or construed as a further or continuing waiver of any other condition or as a breach of any other term, covenant, representation or warranty of this Agreement.
16. I agree that if any provision of this Agreement is found or held to be invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.
17. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of Cypress, its successors, and assigns.


Dated: 6/26/2016

By:  KONG, HONGWEI
Name

ACCEPTED AND AGREED TO:

CYPRESS SEMICONDUCTOR CORPORATION

By: 
Regina Gonzales

Title: 
HR Analyst

