

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7207000

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARTURO ESTRADA	02/28/2022
RECEIVING PARTY DATA		
Name:	CITY OF TORRANCE	
Street Address:	3031 TORRANCE BOULEVARD	
Internal Address:	LEGAL DEPARTMENT	
City:	TORRANCE	
State/Country:	CALIFORNIA	
Postal Code:	90503	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	17450681
	PCT Number:	US2021071829
CORRESPONDENCE DATA		
Fax Number:	(415)227-0770	
<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:	4152270900	
Email:	ipdocket@Buchalter.com, coregan@buchalter.com	
Correspondent Name:	CECILY O'REGAN / BUCHALTER	
Address Line 1:	1000 WILSHIRE BLVD., SUITE 1500	
Address Line 4:	LOS ANGELES, CALIFORNIA 90017	
ATTORNEY DOCKET NUMBER:	C4211.2001-ESTRAD[CAO/SF]	
NAME OF SUBMITTER:	CECILY O'REGAN	
SIGNATURE:	/Cecily Anne O'Regan/	
DATE SIGNED:	03/04/2022	
Total Attachments: 6		
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PATENT

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**CONFIDENTIALITY AND
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS AGREEMENT, (the "Agreement") is made and entered into as of the 28th day of February 2022, by and between City of Torrance (the "City"), and the undersigned employee ("Employee"). Employee and City are collectively referred to as the "Parties."

WITNESSETH

THAT, WHEREAS, the City is in the Transit business among other things;

WHEREAS in the course and scope of the Transit business a device entitled the "Safety System for Public Transit" was invented; and

WHEREAS, Employee has been employed by the City to render services to the City and to make contributions to the success and growth of the City; and

WHEREAS, the City and the Employee mutually desire to enter into an agreement providing certain terms and conditions pertaining to the rights and responsibilities of the Employee with regard to the Safety System for Public Transit, as more fully provided herein;

NOW, THEREFORE, in consideration of the promises set forth herein, and the sum of \$5,598.65, which are good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Definitions

A. "Confidential Information" shall mean any and all information, regardless of whether kept in a document, electronic storage medium, and/or stored in an Employee's memory or knowledge and includes, but is not limited to, all data, compilations, programs, information, devices, strategies, concepts, ideas or methods concerning or related to:

1. confidential information about the City's potential customers, including information about their financial affairs, personal matters, preferences, routines, health concerns, security requirements, or other private information which Employee gained access to by virtue of performing work relating or pertaining to the Safety System for Public Transit;

2. the current status of the City's relationships with any customers, suppliers, and candidates relating or pertaining to the Safety System for Public Transit;

3. the business preferences of the City's prospective customers, candidates, and suppliers or any employee or agent thereof with whom the City communicates along with the City's practices and procedures for identifying prospective customers, candidates, and suppliers for the Safety System for Public Transit;

4. the know-how, manufacturing processes and techniques, regulatory approval strategies, computer programs, data, schematics, design work, formulae, and compositions, service techniques and protocols, research and development data, developmental or experimental work, clinical data, test data, discoveries, improvements, plans for research, new and existing product designs and specifications, any modifications to such product designs and specifications for the Safety System for Public Transit;

5. any predecisional internal agency information, such as recommendations and analysis and communications between the City's employees, agents and/or Council members relating or pertaining to the Safety System for Public Transit, and any communications with an attorney retained by the City for any purpose, or any person retained or employed by such attorney for the purpose of

assisting such attorney in his or her representation of the City in any matters relating or pertaining to the Safety System for Public Transit; and

6. the cost or overhead associated with any goods and services relating or pertaining to the Safety System for Public Transit provided by the City and/or information regarding the City's pricing structure for its goods or services relating or pertaining to the Safety System for Public Transit, including, without limitation, its margins, discounts, volume purchases, mark-ups, or incentives.

B. "Inventions" means all products, procedures, systems, machines, methods, processes, know-how, methods, uses, apparatuses, compositions of matter, designs or configurations, drawings, clinical data, test data, formulas, discoveries, computer programs of any kind, discovered, conceived, reduced to practice, developed, made, or produced, or any improvements to them, and shall not be limited, but shall include the meaning of "Invention" under the United States patent laws. "Inventions" includes all of the foregoing whether developed by Employee alone or jointly with others.

C. "Trade Secrets" includes certain Confidential Information, and means, as provided in the Uniform Trade Secrets Act (Civil Code § 3426.1(d)), without limitation, information, including a formula, pattern, compilation, program, device, method, technique, or process that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Confidentiality

Employee acknowledges and agrees that the City will be engaged in highly competitive business relating or pertaining to the Safety System for Public Transit and has expended, or will expend, significant sums of money and has

invested, or will invest, a substantial amount of time to develop and use, and maintain the secrecy of, the Confidential Information and/or Trade Secrets. The City has thus obtained, or will obtain, a valuable economic asset which has enabled, or will enable, it to develop an extensive reputation and to establish long-term business relationships with its suppliers, customers, and vendors. If such Confidential Information and/or Trade Secrets were disclosed to another person or entity or used for the benefit of anyone other than the City, the City would suffer irreparable harm, loss, and damage. Accordingly, Employee acknowledges and agrees that:

A. All of the Confidential Information and/or Trade Secrets are, and at all times hereafter shall remain, the sole property of the City.

B. Both during and after Employee's employment with the City, Employee shall not make any unauthorized disclosure of any Confidential Information and/or Trade Secrets to any competitor, supplier, vendor, or customer of the City or any other person, firm, corporation, or other entity, unless required to do so by subpoena or court order upon which City shall be given sufficient written notice

C. Both during and after Employee's employment with the City, Employee shall not use any Confidential Information and/or Trade Secrets for Employee's own benefit, and/or for the benefit of any competitor, supplier, vendor or customer of the City or any other person, firm, corporation, or other entity.

D. Employee shall only use the Confidential Information and/or Trade Secrets in the furtherance of Employee's job duties with the City.

E. During Employee's employment, Employee shall not disclose or use for the City's behalf any trade secrets or confidential information of any former employer, and shall take no effort to reverse engineer or derive independently any information that is or could be a trade secret or confidential information of

any former employer. Employee further represents and warrants that Employee has provided to the City copies of any and all non-disclosure agreements, confidentiality agreements, and/or intellectual property assignment agreements that may bind Employee.

F. Should Employee leave the City's employment for any reason, Employee shall not directly or indirectly attempt to reconstruct, reverse engineer or derive independently any Confidential Information and/or Trade Secrets through the use of City's records and/or Employee's memory.

3. Return of City Property

A. Upon demand and/or upon Employee's separation from employment at City, Employee shall immediately return to the City, all documentary or tangible Confidential Information and/or Trade Secrets in Employee's possession, custody, or control.

B. Upon demand and/or separation from employment at City, Employee shall immediately return to the City any and all City tangible property in Employee's possession, custody, or control, including, without limitation, any and all keys, security cards, passes, hard copy records, mobile devices and smart phones, laptop computers, desktop computers, tablet computers, electronic storage devices, credit cards, and marketing literature. Employee further agrees that in any legal action or proceeding for breach of Section 4.B for the return of tangible property, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred concerning the alleged breach.

4. Intellectual Property Rights and Assignment

A. Employee agrees to disclose in writing promptly to the City any and all Inventions, whether or not patentable and whether or not reduced to practice, conceived, or developed, by Employee during Employee's employment with

the City, either alone or jointly with others, which relate to or result from the actual or anticipated business, work, research, investigations, products, or services of the City, or which result, to any extent, from use of the City's premises or property.

B. Employee acknowledges and agrees that the City is the sole owner of any and all property rights in all such Inventions, including, but not limited to, the right to use, sell, license, or otherwise transfer or exploit the Inventions, and the right to make such changes in them and the uses thereof as the City may from time to time determine.

C. Employee hereby assigns to the City Employee's present and future right, title, and interest (throughout the United States and in all foreign countries) free and clear of all liens and encumbrances, in and to all Inventions, whether or not patentable and/or registerable under copyright or similar statutes, which are made or conceived or reduced to practice by Employee either alone or jointly with others, during Employee's employment with the City to the fullest extent possible by the law and pursuant to California Labor Code sections 2870-2872, such that all Inventions hereby are the sole property of the City. A copy of California Labor Code sections 2870-2872 is attached hereto as **Exhibit A**. Employee is hereby notified that this assignment does not apply to an Invention which qualifies fully under Labor Code section 2870.

D. Without limiting the generality of the foregoing, Employee shall, at any time during or after employment with the City, at the City's request, execute specific assignments in favor of the City or any party designated by the City for any of the Inventions, writings, or other works covered by this Agreement, as well as execute all papers, render all assistance, and perform all lawful acts that the City considers necessary or advisable for the preparation, filing, prosecution, issuance, procurement, maintenance or enforcement of patents, trademarks, copyrights and other protections, and any applications for any of the foregoing, of the United States or any foreign country for any such Inventions,

writings, or other works, and for the transfer of any interest Employee may have therein.

E. Employee hereby acknowledges and agrees that all writings and other works that may be copyrighted (including computer programs) which are related to the present or planned, or reasonably anticipated business of the City and are prepared by Employee during the employment relationship with the City shall be, to the extent permitted by law, deemed to be "works made for hire" as provided in the United States Copyright Act (17 U.S.C. Section 101), with the copyright automatically vesting in the City. To the extent that such writings and works are not works for hire, Employee hereby waives any and all "moral rights" in such writings and works, and hereby assigns to the City all of Employee's current and future right, title, and interest, including copyright, in such writings and works.

F. Employee further agrees to reasonably cooperate with the City, both during and after employment in obtaining and enforcing patents, copyrights, trademarks, and other protections of the City's rights in and to all such Inventions, writings and other works. Employee shall execute any and all papers and documents required to vest title in the City or its nominee in any such Inventions, writings, other works, patents, trademarks, copyrights, applications, and interests.

G. Employee represents, warrants, and agrees that Employee has disclosed to the City all continuing obligations which Employee has with respect to the assignment of Inventions to any previous employers, and Employee claims no previous unpatented Inventions as his/her own. Employee acknowledges and agrees that the City does not seek the disclosure of any confidential information or trade secrets that Employee may have acquired from a previous employer, and Employee will not disclose any such information to the City and shall describe the content of Exhibit B only in generalities. Employee also agrees not to incorporate, or permit to be incorporated, Inventions previous to Employee's employment with the City in any

City Inventions without the City's prior written consent.

5. Remedies

Employee acknowledges and agrees that the business of the City relating or pertaining to the Safety System for Public Transit is highly competitive, and that violation of any of the covenants provided for in this Agreement would cause immediate, immeasurable, and irreparable harm, loss and damage to the City not adequately compensable by a monetary award. Accordingly, the Employee agrees, without limiting any of the other remedies or damages available to the City, that any violation of said covenants, or any of them, may be enjoined or restrained by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued by any court of competent jurisdiction.

6. Miscellaneous

A. Employee acknowledges and agrees that other than as specifically set forth in this agreement with respect to confidentiality obligations, intellectual property rights and assignment rights relating or pertaining to the Safety System for Public Transit, nothing in this Agreement is intended to alter the terms and conditions of Employee's employment with City.

B. Under the Defend Trade Secrets Act of 2016 ("DTSA") an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state or local government official, either directly or indirectly to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney for the individual and the

use of trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

C. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude an additional or further exercise thereof or the exercise of any other right or remedy.

D. This Agreement is being delivered and executed in the State of California, and the validity, construction, and the enforceability of this Agreement shall be governed in all respects by the laws of the State of California, without regard to the principles of comity or conflicts of laws of such state.

E. This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.

F. It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly,

whenever possible, each of the provisions of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under California law. If any provision of this Agreement or the application of any provision of this Agreement to any party or circumstance shall be prohibited by, or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision, any other provision of this Agreement, or the application of such provision to other parties or circumstances.

G. This Agreement is fully assignable by City without further or additional consideration being owed or due to Employee. This Agreement is not assignable by Employee.

H. This Agreement constitutes the entire agreement between Employee and the City regarding the subject matter of this Agreement and supersedes all other agreements, whether written, oral, or implied, regarding the subject matter of this Agreement.

I. The headings of paragraphs herein are merely for convenience of reference and shall not affect the interpretation of any of the provisions hereof. Whenever the context so appears, the plural shall include the singular and vice versa.

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


City of Torrance, a Municipal Corporation

By: Aram Chaparyan
Its: City Manager

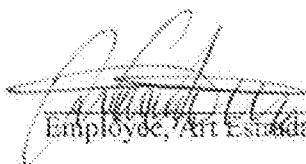

Employee, Art Estrada

EXHIBIT A

California Labor Code Sections 2870-2872

§ 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 be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

§ 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 any 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 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.

§ 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 an 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.