

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7206160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MENGYA YOU	10/31/2014
RECEIVING PARTY DATA	
Name:	PINTEREST, INC.
Street Address:	651 BRANNAN STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15926955
CORRESPONDENCE DATA	
Fax Number:	(360)547-1585
<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:	2064305110
Email:	athorus.docket@athorus.com
Correspondent Name:	ATHORUS, PLLC
Address Line 1:	PO BOX 579
Address Line 4:	MOUNT VERNON, WASHINGTON 98273
ATTORNEY DOCKET NUMBER:	127.0168-US
NAME OF SUBMITTER:	LARRY HARRIS
SIGNATURE:	/Larry Harris/
DATE SIGNED:	03/03/2022
Total Attachments: 9	
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CONFIDENTIAL AGREEMENT & INVENTION ASSIGNMENT AGREEMENT

EMPLOYEE NAME: Bella You
EFFECTIVE DATE: October 31, 2014

3-
MY RELATIONSHIP WITH PINTEREST

This agreement applies to my employment relationship with Pinterest Inc., and any of its present or future subsidiaries, affiliates or successors ("Pinterest"). It also applies if my employment ends but Pinterest hires me again or asks me to consult within a year, unless we agree otherwise in writing.

For purposes of this agreement, my employment or consulting relationship with Pinterest – whether it started before, on, or after this agreement's date – will be called the "Relationship".

2-
CONFIDENTIAL INFORMATION

(a) Definition

"Confidential Information" is any information or material that people outside of Pinterest don't generally know about or have access to, as well as any information or material that third parties give to Pinterest in confidence. Confidential Information includes Company Inventions (defined below), business or financial information, knowledge, plans, forecasts, or anything else a reasonable person would understand to be confidential.

Confidential Information doesn't include information that becomes generally known or available to the public, so long as it doesn't become known or available to the public because of anything I did, or anything I was supposed to do but didn't do.

(b) Protection

I understand that Pinterest will provide me with Confidential Information so that I can do my job. I'll keep Confidential Information confidential during and after the Relationship. I won't use Confidential Information except to do my job, and for the benefit of Pinterest. I won't share Confidential Information with anyone outside the company or make copies of Confidential Information unless I get written permission from Pinterest.

(c) Third Party Information

The things I'm agreeing to in Section 2 are for the benefit of Pinterest and any third party that gives information or material to Pinterest in confidence. While working at Pinterest, I won't share or use any



confidential or secret information received from third parties unless they have expressly permitted me to do so.

(d) Other Rights

This agreement supplements, but doesn't supersede, any rights that Pinterest has to protect trade secrets or any other confidential or proprietary information.

3-
INVENTIONS

(a) My Inventions

"Inventions" means any discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets, or original works of authorship, regardless of whether these things are patentable, copyrightable or otherwise legally protectable. This includes products, designs, systems, methods, processes, configurations, and many other things.

In Exhibit A, I've listed all Inventions that belong to me (alone or with others) and relate to Pinterest's business or its products. I retain my rights in these listed Inventions, and I'm not assigning those rights to Pinterest. If no list is attached, that means I have no Inventions that relate to Pinterest's business or its products.

If I use or incorporate any Invention that belongs to me (alone or with others) in the course of my work at Pinterest, I'll tell Pinterest first. Whether I tell Pinterest or not, I give Pinterest the right to use that Invention. Legally speaking, I grant Pinterest a non-exclusive, fully paid-up, royalty free, assumable, perpetual, worldwide license freely use that Invention under all intellectual property laws around the world. This license may be transferred or sublicensed by Pinterest at any time, without restriction.

(b) Company Invention

"Company Inventions" means any Invention that I author, discover, develop, dream up, improve, or reduce to practice during this Relationship (alone or with others), unless that Invention is excluded under the applicable state law (which I can reference in Exhibit B). If I believe that any Invention that I author, discover, develop, dream up, improve, or reduce to practice during this Relationship (alone or with others) is excluded by the provisions of Exhibit B, I'll tell Pinterest promptly.

I'll tell Pinterest about all Company Inventions, and hold them in trust for the sole benefit of Pinterest. Whether I tell Pinterest or not, I hereby assign to Pinterest or its designee all my rights, title and interest throughout the world to all Company Inventions and all patent,



copyright, trademark, trade secret and other intellectual property rights in all Company Inventions. I agree that all Company Inventions that are made by me (alone or with others) are "works made for hire" to the greatest extent permitted by law, and that I've been compensated for them by my salary. I waive all claims, present or future, for infringement of any Company Invention. Any assignment of Company Inventions includes all so-called "moral rights," "artist's rights," "droit moral," or similar rights and if those rights can't be assigned under applicable law, I waive all those rights.

c) Records

I'll keep and maintain good records of all Company Inventions I make (alone or with others) during the Relationship. These records will be the sole property of Pinterest. I won't take these records from the workplace except where company policies allow, and I understand that Pinterest may revise these policies from time to time. At the end of the Relationship, I'll give these records and any copies of them to Pinterest, as required by Sections 5 and 6 of this agreement.

d) Assistance In Securing Intellectual Property Rights

I'll help Pinterest or its designees secure and maintain all available rights in Company Inventions, including copyrights, patents, trademarks, moral rights, or any other possible rights, in all countries around the world. If asked, I'll provide all information and sign all documents necessary to submit applications, specifications, assignments, recordations, oaths or anything else that will help Pinterest secure or maintain legal rights in Company Inventions. If asked to do so, I'll waive, assign, or convey any rights or interests I might have in Company Inventions. This obligation will continue after the Relationship ends.

In order to help Pinterest secure and maintain legal rights in Company Inventions, I designate Pinterest and its officers as my agent and attorney-in-fact, authorized to act on my behalf and to execute and file any documents needed to secure or maintain any rights in Company Inventions anywhere in the world. This power of attorney is coupled with an interest and won't be affected by my subsequent incapacity.

4.
INTEREST PROPERTY AND
DOCUMENTS

I understand I have no expectation of privacy when it comes to Pinterest's communication or information systems (including files, emails and voicemails), and Pinterest may monitor my use of these systems at any time without notice.

I understand that Pinterest may inspect any of its property at the workplace, including equipment, physical and electronic storage, and work spaces, among other things, at any time without notice. When my



Relationship with Pinterest ends, I'll return all equipment Pinterest has provided. I'll also return all documents, information and other materials that belong to Pinterest, and won't keep (or recreate) any copies.

5-
TERMINATION CERTIFICATION

Upon the termination of my employment, I'll sign the "Termination Certification" in Exhibit C. Even if I don't sign the Termination Certification, I'm still bound by the terms of this agreement.

6-
NOTICE TO THIRD PARTIES

Pinterest may tell third parties that I agreed to this confidentiality agreement, both during and after our Relationship.

7-
SOLICITATION OF EMPLOYEES,
CONSULTANTS AND OTHERS

During our Relationship and for a year after it ends, I won't encourage Pinterest employees or consultants to leave Pinterest, or recruit them for other employment.

I won't, at any time, use Confidential Information to deter Pinterest's clients or customers from doing business with Pinterest, or encourage them to do business with any company that competes directly or indirectly with Pinterest. Nor will I use Confidential Information in any other way that's contrary to the interests of Pinterest.

8-
AT-WILL RELATIONSHIP

I understand I'm an "at-will" employee. I may terminate my employment with Pinterest, and Pinterest may do likewise, at any time for any reason or no reason, without any further obligations, other than the parts of this agreement that continue in effect after the Relationship.

9-
REPRESENTATIONS AND COVENANTS

(a) Cooperation

If Pinterest asks, I'll execute any oath, or verify any document required to carry out the terms of this agreement during the Relationship or after.

(b) No Conflicts

In signing this agreement, I'm not violating any agreements with, or promises to, any other person or company, and I won't enter into any written or verbal agreement that conflicts with this one.

I'll honor all agreements and confidentiality obligations I have to any other party, and promise not to disclose to Pinterest any Inventions or Confidential Information belonging to anyone else. On Exhibit A, I've listed any agreements I have with current or past employers or other parties that might restrict my ability to accept this job, engage Pinterest's customers or service providers, or perform my duties at and obligations to Pinterest.

I'm not performing any services for any business (or proposed



business) whose products or services might compete with Pinterest's products or services, or any new products or services that Pinterest develops during the Relationship, nor do I intend to do so. If I want to do so in the future, I'll tell Pinterest in writing, identify the organization I want to work for, and provide Pinterest with all of the information it needs to determine if that work would conflict with the interests of Pinterest.

(c) Voluntary Execution

I've read and understand all provisions of this agreement. I accept them voluntarily and promise to comply with all of them.

18-
GENERAL PROVISIONS

(a) Governing Law

The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) Entire Agreement

This agreement contains the entire understanding and agreement between me and Pinterest, regardless of any previous discussions we may have had. This agreement will apply regardless of any changes in my duties or compensation, and the terms of the agreement can't be changed unless the changes are made in writing and we've both signed them.

I understand that Pinterest can't waive any of the rights, or give any of the permissions discussed in this agreement, unless it does so in writing through an authorized officer of the company and with proper approval from Pinterest's Board of Directors.

(c) Severability

If any part of this agreement is found to be void or unenforceable, that part will remain enforceable to the maximum extent allowed by law, and the rest of the agreement won't be affected. Pinterest and I have attempted to limit my right to use, keep and share Pinterest's Confidential Information and to limit my right to solicit employees and customers only to the extent necessary to protect Pinterest from unfair competition. If a court decides that these restrictions are too broad, Pinterest and I want the court to rework, modify and enforce the restrictions in such way as to allow them legally in light of the circumstances at that time.

(d) Successors and Assigns



My heirs, executors, administrators and legal representatives, and my successors and assigns are also bound by this agreement. This agreement is for the benefit of Pinterest and its successors and assigns.

(e) Remedies

I recognize that violating this agreement could cause Pinterest irreparable harm. I therefore agree that Pinterest is entitled to seek extraordinary relief in court, for any violation of this agreement, including temporary restraining orders, and preliminary and permanent injunctions without the necessity of posting a bond or other security, in addition to any other remedies Pinterest might have. If a bond or security is required, I agree that a \$1000 bond is adequate.

(f) Advice of counsel

I acknowledge that I've had the opportunity to get advice about this agreement from independent legal counsel. I've read and I understand all parts of this agreement, and agree the agreement won't be construed against either party by reason of drafting or preparation.

The parties executed this agreement on the dates specified below to be effective on the Effective Date.

A handwritten signature in black ink that reads "Ben Silbermann".

Ben Silbermann, Co-Founder

Please sign below:

A handwritten signature in black ink that reads "Mengyao Fan".

NAME

10/31/2014

Date




Exhibit A
A list of inventions
and original works of authorship excluded under Section 4(a)

Title

Date

Identifying number or description

No inventions, improvements, or original works of authorship
 Additional sheets attached

Employee signature: 

Employee name: Mengya You

Date: 10/31/2014



Exhibit B

Section 2870 of the California Labor Code says:

(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.



Exhibit C Termination Certification

By signing this, I certify that I've returned, and don't have in my possession, all equipment, documents, information, and other materials that belong to Pinterest, and any copies or reproductions of these things.

I also certify that I've complied with all parts of Pinterest's Confidential Information and Invention Assignment Agreement that I signed when I joined Pinterest, including reporting any Inventions that I made or dreamed up (alone or with others) during my Relationship with Pinterest.

As I agreed to in the Confidential Information and Invention Assignment Agreement, I'll keep Confidential Information confidential, including Company Inventions, business or financial information, knowledge, plans, forecasts, or anything else a reasonable person would understand to be confidential.

For a year from the date of this Certification, I won't encourage Pinterest employees or consultants to leave Pinterest, or recruit them for other employment.

I won't, at any time, use Confidential Information to deter Pinterest's clients or customers from doing business with Pinterest, or encourage them to do business with any company that competes directly or indirectly with Pinterest. Nor will I use Confidential Information in any other way that's contrary to the interests of Pinterest.

Employee signature: _____

Employee name: _____

Date: _____