

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7492074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ZACHARY ORNER	11/21/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DISH NETWORK L.L.C.	
<b>Street Address:</b>	9601 S. MERIDIAN BLVD.	
<b>City:</b>	ENGLEWOOD	
<b>State/Country:</b>	COLORADO	
<b>Postal Code:</b>	80112	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16727818	
<b>Application Number:</b>	16727823	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(303)291-2400	
<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>		
<b>Phone:</b>	3032912300	
<b>Email:</b>	patentprocurement@perkinscoie.com, sserrano@perkinscoie.com	
<b>Correspondent Name:</b>	PERKINS COIE LLP	
<b>Address Line 1:</b>	P.O. BOX 1247	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111-1247	
<b>ATTORNEY DOCKET NUMBER:</b>	120299-8028.US00-8029.US0	
<b>NAME OF SUBMITTER:</b>	SHANNON SERRANO	
<b>SIGNATURE:</b>	/Shannon Serrano/	
<b>DATE SIGNED:</b>	08/18/2022	
<b>Total Attachments: 7</b>		
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**PATENT**

**REEL: 060840 FRAME: 0971**

As a condition of my at-will employment at DISH Network L.L.C. whose principal place of business is located at 9601 South Meridian Boulevard, Englewood, Colorado (together with its affiliates, subsidiaries, successors or assigns, herein referred to as "DISH"), and in consideration of my employment with DISH, and my receipt of the compensation now and hereafter paid to me by DISH, I agree to the following:

[illegible]

**2. Intellectual Property and Proprietary Developments:**

**a. Intellectual Property and Proprietary Developments:** This Agreement also concerns inventions, discoveries, designs, works of authorship, data processes, computer programs, software, product, process, apparatus, or improvements thereto (whether or not capable of being patented or registered for copyright) which may be used, manufactured or sold by DISH (herein referred to as "Work Product"), that are invented, discovered, conceived, designed, developed or originated by me, individually or jointly with others, while I am employed by DISH and that relate in any way to the research and development, products, services or business of DISH, or that results from or may be suggested by any work performed by me for DISH or at DISH's request. Such Work Product will be deemed as proprietary developments and will become the sole property of DISH. I hereby agree:

- i. to promptly disclose to DISH, full details of any such Work Product relating to DISH and to no other person, firm or organization with DISH's prior written consent;
- ii. to assign to DISH, free from any obligation to me, all my right, title and interest in and to any such Work Product;
- iii. to fully cooperate with DISH, at DISH's expense, in applying for and securing in the name of DISH patent or other intellectual property protection with respect to the Work Product in each location in which DISH may desire to secure protection;
- iv. to keep and maintain adequate and current records, at DISH's expense, in the form of notes, sketches, drawings, flow charts, or any other appropriate format, of all Work Product made by me, individually or jointly with others, during my employment with DISH;
- v. to promptly execute, at DISH's expense, all documents presented by DISH to me for signature to enable DISH to secure letters patent or similar protection and transfer legal title therein to DISH;
- vi. to give such true information and testimony, at DISH's expense, as may be requested of me by DISH relative to any such disclosed Work Product;
- vii. that my obligation to cooperate and execute or cause to be executed any documents pursuant to paragraph 2.a.v. above, or to give testimony pursuant to paragraph 2.a.vi. above, when it is in my power to do so, shall continue after my employment with DISH; and
- viii. the product of work performed by me during and within the scope of my employment with DISH, including without limitation designs, works of authorship, data processes, computer programs, software, products, processes, apparatus, or improvements thereto shall be the property of DISH; and DISH shall have the right to make, have made, use, sell, have sold, license, publish, have published or otherwise disseminate or transfer rights in such Work Product as DISH sees fit.
- ix. Inventions Not Assigned. In accordance with California Labor Code section 2870, or other corresponding provision of applicable law, this agreement does not require the assignment of an invention which qualifies fully for protection under Section 2870, which provides:
  - 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.

**b. Prior Developments.**

i. **Owned by Employee.** I have attached hereto a listing describing all inventions, original works of authorship, developments, improvements, and trade secrets, which were made by me prior to my employment with DISH (herein referred to as "Prior Developments"), which belong to me and are not subject to any assignment to any prior employer or third party, which relate to DISH's current or proposed business, products or research and development, and which are not assigned to DISH hereunder; or, if no such list is attached, I represent that there are no such Prior Developments. If in the course of my employment with DISH, I incorporate into any DISH product, process, machine, system, device, document, publication or service a Prior Development owned by me or in which I have an interest, DISH is hereby granted and shall have a nonexclusive, worldwide, royalty-free, irrevocable, perpetual license to make, have made, modify, have modified, use, have used, sell, have sold, import, have imported, export, have exported and sub-license such Prior Developments as part of or in connection with such DISH product, process, machine, system, device, document, publication or service.

ii. **Owned by Third Party.** During my employment with DISH, I agree not to knowingly incorporate any third party proprietary developments into any DISH product, process, machine, system, device, document, publication or service that DISH is not entitled to use, make or sell.

[REDACTED]

[REDACTED]

[REDACTED]

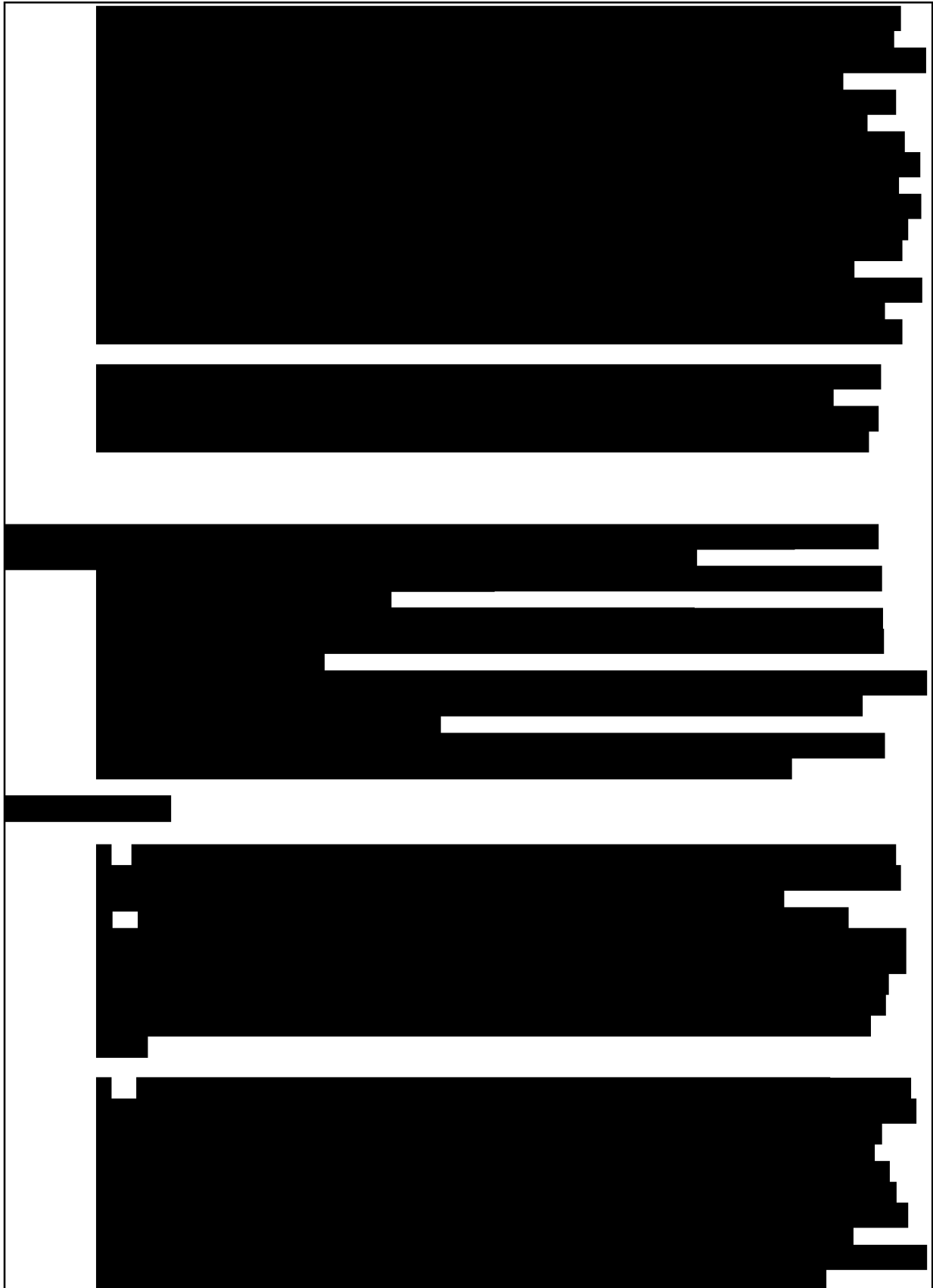
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

**8. Miscellaneous Provisions.**

**a. Construction of Agreement.** This Agreement shall be construed under the laws of the State of Colorado and shall be binding on and enforceable against me and my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me. This Agreement shall supersede all previous agreements covering this subject matter between me and DISH, but shall not relieve me or such other party from any obligations incurred under any previous agreement while it was in force.

**b. Severability.** If any provision of this Agreement is held invalid, it shall not affect the validity of any other provision of this Agreement. If any covenant contained in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, I authorize and request such court to exercise its discretion to reform such covenant to the end that I will be subject to covenants that are reasonable under the circumstances, and enforceable by DISH. In any event, if any provision of this Agreement is found unenforceable for any reason, such provision shall remain in full force and effect to the maximum extent allowable, all non-affected provisions shall remain fully valid and enforceable, and such finding shall in no way affect the subsequent enforceability of any such provision against a different employee or former employee of DISH.

**c. Waiver.** DISH's failure to exercise any right under this Agreement shall not operate or be construed as a waiver or abandonment of any subsequent exercise of that or any other right.

**d. Survival.** I agree that paragraphs 1, 2, and 4-9 of this Agreement shall survive any termination of my at-will employment, whether with or without cause, and shall remain in full force and effect until the expiration, if any. I further agree while the duration of my covenants contained in Paragraphs 3, 4 and 5 of this Agreement will be determined generally in accordance with the terms of those respective provisions, if I violate or threaten to violate any of those covenants, I agree to an extension of such covenant on the same terms and conditions for an additional period of time that elapses from the commencement of such violation or threat of violation to the later of (a) the termination of such violation; or (b) the full and final resolution of any litigation or other legal proceeding stemming from such violation.

**e. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between DISH and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement will be effective unless in writing signed by both parties.

**9. At-Will Employment:** I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH DISH IS FOR

AN UNSPECIFIED DURATION AND CONSTITUTES AT-WILL EMPLOYMENT AND NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO BE OR SHOULD BE CONSTRUED AS AN OFFER OR PROMISE OF EMPLOYMENT FOR ANY PARTICULAR TERM OR DURATION. I ALSO UNDERSTAND AND ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANYTIME, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE, AT THE OPTION OF DISH OR MYSELF.

**10. Employees' Acknowledgements.** With my signature on the following page, I recognize, affirm and agree that:

- a. I am executing this Agreement voluntarily and without any duress or undue influence by DISH or anyone else;
- b. I have carefully read, considered and understand all of the provisions of this Agreement;
- c. I have carefully considered the nature and extent of the restrictions upon me and the rights and remedies conferred upon DISH under the terms of this Agreement. I hereby acknowledge and agree that the same are reasonable in time and territory, are designed to eliminate competition that otherwise would be unfair to DISH, do not stifle my inherent skill and experience, would not operate as a bar to my sole means of support, are fully required to protect the legitimate interests of DISH, and do not confer a benefit on DISH disproportionate to my detriment.
- d. I have asked any questions needed for me to understand the terms, consequences and binding effect of this Agreement and I fully understand them; and
- e. I was provided an opportunity to seek the advice of an attorney of my choice before signing this Agreement.

During the term of my employment, I agree to report promptly any future situation that might involve or appear to involve me in any conflict of interest with DISH.

I am an employee of this corporation and have read the attached Agreement and understand the policy on Conflicts of Interest set forth and agree to comply therewith. I affirm that to the best of my knowledge and belief, I do not own or have any interest in any Prior Developments that conflict or suggest a potential conflict with the business, technology or proposed technology of DISH that I am aware of, and I am not involved in any activity and have no outside interests that conflict or suggest a potential conflict with the best interest of this company, except as follows:

Do you have any Prior Developments, made or conceived by you prior to your employment with DISH that you have any interest in? (as described in paragraph 2):

☐ Yes ☒ No

If yes, please provide a description:

Do you have any inventions, patented or not patented, made or conceived by prior to employment with this Corporation? (as described in paragraph 2):

☐ Yes ☒ No

If yes, please provide a description:

Do you have any other interests, relevant outside activities or relationships? (as described in paragraph 3):

☐ Yes ☒ No

If yes, please provide a description:



I understand that clicking "Yes" in response to "I Accept" below constitutes my electronic signature executed as of the date and time of submission, and that by doing so, I am consenting to the use of electronic means to (i) sign this form, (ii) receive this form appearing above, and (iii) store the underlying documents. I understand that a paper copy of this form may be made available to me upon request to Human Resources.

**I ACCEPT**

☒ **YES**

**Applicant Name:** Zachary Omer

**Date:** 11/21/2018