508306165 12/28/2023

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8353358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ISHAN VAISHNAVI	03/23/2012

#### **RECEIVING PARTY DATA**

Name:	Huawei Technologies Co., Ltd.	
Street Address:	Huawei Administration Building	
Internal Address:	Bantian, Longgang District	
City:	Shenzhen, Guangdong	
State/Country:	CHINA	
Postal Code:	518129	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17157501

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)616-5700

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.

**Phone:** (312) 616-5600

Email: assignments@leydig.com
Correspondent Name: LEYDIG, VOIT & MAYER, LTD.

Address Line 4

Address Line 1: TWO PRUDENTIAL PLAZA, SUITE 4900

Address Line 2: 180 NORTH STETSON AVENUE Address Line 4: CHICAGO, ILLINOIS 60601-6731

ATTORNEY DOCKET NUMBER:	HW752167
NAME OF SUBMITTER:	KAJAL AMIN
SIGNATURE:	/Kajal Amin/
DATE SIGNED:	12/28/2023

#### **Total Attachments: 9**

508306165

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## Effective DATE /01-01/2017/

- (1) Huawei Technologies Co., Ltd.
- (2) Huawei Technologies Duesseldorf GmbH

# CONTRACT RESEARCH AND DEVELOPMENT AGREEMENT

#### THIS AGREEMENT IS MADE AND ENTERED INTO

#### Between

#### Huawei Technologies Co., Ltd.,

a company incorporated and existing under the laws of China, with its registered office at Administration Building, Headquarters of Huawei Technologies Co., Ltd., Bantian, Longgang, District, Shenzhen 518129, Peoples Republic of China, with registration No 440301103097413 (hereinafter referred to as "Principal").

And

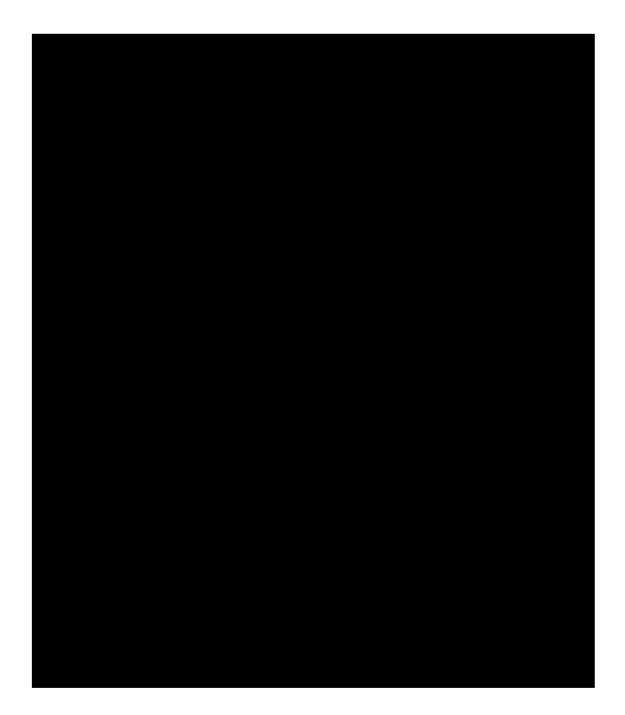
#### Huswei Technologies Duesseldorf GmbH,

a company incorporated and existing under the laws of Germany, with its registered office at Hansaallee 205, 40549 Duesseldorf, company register no. HRB 56063 (hereinafter referred to as "Service Provider").

The Principal and Service Provider are also individually referred to as a "Party" and collectively as the "Parties".



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#### 5. Intellectual Property

Principal and its licensors remain the owner of Principal's and Principal's licensors' Intellectual Property developed prior to, or during the term of this Agreement. Principal agrees to take all necessary actions in order to register, maintain, protect and defend its rights to and interests in the Intellectual Property of the Principal and its licensors.

The Service Provider agrees that all Intellectual Property developed pursuant to or in the course of providing the Services, are and shall remain at all times the exclusive property of the Principal and its licensors. Any improvements, knowhow or other Intellectual Property arising out of this Agreement shall be owned by the Principal or its licensors. In the case of Intellectual Property

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developed in collaboration with third parties (e.g. under cooperation, consortium agreements and/or joint ownership agreements) ownership shall be transferred to Principal as soon as is permitted under the agreements with such parties. For any such Intellectual Property which is jointly owned with third parties, with transfer dependant on their consent, transfer will take place upon receipt of such consent. In advance of transfer, Principal shall be granted a toyalty-free license to use, develop and exploit the Intellectual Property.

- (b) Except as specified in this Agreement, Service Provider shall acquire no rights whatsoever in, or to, any intellectual Property. Without limiting the foregoing, except as provided herein, this Agreement does not constitute a license, sale or any other transfer of the Principal's Intellectual Property or the Intellectual Property of its licensors. Service Provider shall not take any action that may adversely affect or impair Principal's rights, titles or interests in or to the Intellectual Property or of its licensors.
- (c) If not otherwise agreed in separate written agreements concluded between the Service Provider and the Principal, Service Provider on behalf of itself and (to the extent is able to do so) its Staff hereby assigns and agrees to assign to Principal any right, title or interest Service Provider and/or any of its Staff may have in know-how, improvements, or other matters developed in or related to, the Services. Principal and Service Provider (on behalf of itself and members of its Staff) agree that all know-how or copyrightable works developed as part of providing the Services shall be "works made for hire" whose ownership shall vest with the Principal. To the extent they may not, by operation of law, constitute "works made for hire" Service Provider (on behalf of itself and members of its Staff) hereby assigns and agrees to assign to Principal (for no charge) all right, title and interest it and/or (to the extent it is able to do so) any of its Staff may have in and to such improvements.
- (d) In respect of protectable Intellectual Property which is assigned to Principal, assignment will take effect from the filing date of patent protection or similar rights application with competent authority.
- (e) Service Provider shall promptly notify Principal (a) of any claims or objections that its use of the Intellectual Property in connection with its Services may or will infringe the patent, copyright, trademark or other proprietary right of any other Person, and (b) of any and all infringements, imitations, illegal use, any act of unfair competition, piracy, or misuse, by any Person, of the Intellectual Property which come to its attention.







POR AND ON BEHALF OF TRIS PRINCIPAL (Bainer)
TVI Sistemate
FOR AND ON BEHALF OF THE SERVICE PROVIDER
[name]

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# Huawei Technologies Duesseldorf GmbH

**Employment Contract** 

and

**Confidentiality Agreement** 

Between

Huawei Technologies Duesseldorf GmbH

and

Or. Ishan Vaishnavi

THIS AGREEMENT is dated on the date last written below

#### BETWEEN:

(1) "The Company": Huawei Technologies Duesseldorf GmbH Am Seestern 24, 40547 Duesseldorf

(2) "The Employee": Dr. Ishan Vaishnavi Rottmannstr. 26 80333 München



# Huawei Technologies Duesseldorf GmbH

#### 17 Work Results

- 17.1 Inventions capable of patent or utility model rights and suggestions for qualified technical improvements are subject to the provisions of the Employees Inventions Act (Arbeltnehmererfindungsgesetz) in the relevant version and the according directives with respect to the compensation for such inventions.
- 17.2 The Employee assigns to the Company the exclusive right of use and exploitation, unrestricted in time, territory and content, of all works protected or protect able by copyright or any other intellectual property rights, which the Employee creates during his/her working hours or, outside of his/her working hours, insofar as they relate to his/her duties under this Agreement. The assignment of the use and exploitation right includes the right to copy, distribute and exhibit the work in all known media, including the Internet, and the right of recitation, performing, presenting and broadcasting. The assignment of the use and exploitation right includes the authorization to revise the works and to issue licenses to third parties and shall be fully compensated with the salary set out in Clause 5.1 of this Agreement. The Company accepts this assignment.



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# Huawei Technologies Duesseldorf GmbH

IN WITNESS whereof the Employee and the Company have executed this document as of the date shown below the respective signatures. This Agreement becomes effective at the

The Company

Mr Yangbao JIN

President of European Research Center Huawei Technologies Duesseldorf **GmbH** 

2012.03.1

Date

**RECORDED: 12/28/2023** 

The Employee

Declaration of the Employee

1. I have read and understood the provision contained in Clause 15 of this contract relating to the collection, processing and use of personal data, I hereby express my agreement to this provision.

Dr. Ishan Vaishnan Name 23 May 2012. Date Ambarnan

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