

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI171886

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party Data previously recorded on Reel 61550 Frame 930. Assignor(s) hereby confirms the Assignment.
RESUBMIT DOCUMENT ID:	508227127
CONVEYING PARTY DATA	
Name	Execution Date
PETER J. SHAH	09/16/2012
RECEIVING PARTY DATA	
Company Name:	QUALCOMM INCORPORATED
Street Address:	5775 MOREHOUSE DR.
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121-1714
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17515455
CORRESPONDENCE DATA	
Fax Number:	
<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:	(206)393-5428
Email:	ncostanzo@polsinelli.com,patentdocketing@polsinelli.com
Correspondent Name:	POLSINELLI LLC
Address Line 1:	THREE EMBARCADERO CENTER
Address Line 2:	SUITE 2400
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	2104274 (700654)
NAME OF SUBMITTER:	Nacole Costanzo
SIGNATURE:	Nacole Costanzo
DATE SIGNED:	04/17/2024
Total Attachments: 6	
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Electronic Version v1.1
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EPAS ID: PAT8274316

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the MIDDLE NAME FOR THE FIRST INVENTOR previously recorded on Reel 061550 Frame 0930. Assignor(s) hereby confirms the MIDDLE NAME FOR THE FIRST INVENTOR IS "J.".	
RESUBMIT DOCUMENT ID:	508055885	
CONVEYING PARTY DATA		
	Name	Execution Date
	PETER J. SHAH	09/16/2012
RECEIVING PARTY DATA		
Name:	QUALCOMM INCORPORATED	
Street Address:	5775 MOREHOUSE DR.	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121-1714	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17515455
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ncostanzo@polsinelli.com, patentdocketing@polsinelli.com	
Correspondent Name:	POL SINELLI	
Address Line 1:	THREE EMBARCADERO CENTER, SUITE 2400	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:	2104274 (700654)	
NAME OF SUBMITTER:	NACOLE M COSTANZO	
SIGNATURE:	/Nacole M. Costanzo/	
DATE SIGNED:	11/13/2023	
Total Attachments: 6		
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Submission for Peter J. Shah employee #9837 was recorded on 09/16/2012



INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT (the "Agreement")

PLEASE READ THE FOLLOWING FULLY AND CAREFULLY, AND INDICATE YOUR AGREEMENT BY CLICKING ON THE "I AGREE" BUTTON AT THE VERY END OF THIS DOCUMENT.

In connection with my employment by Qualcomm Incorporated, Qualcomm Technologies, Inc. or one of their respective subsidiaries (such employer is the '**Company**', and, collectively, such entities are '**Qualcomm**' or '**Qualcomm Entities**'), or if presently employed, then in connection with my continued employment, and in consideration of the compensation paid to me during the period of my employment, such period of employment to be for so long as may remain agreeable at the will of the Company and/or me, I agree as follows:

1. Inventions And Works of Authorship

- 1.1. Inventions & Works Belong to Company Unless Excluded by this Agreement. I understand that all 'Inventions' and 'Works' that are 'Created' by me alone or jointly with others (definitions below) at any time during my period of employment with the Company shall be the sole and exclusive property of the Company, and subject to the Company's direction and control, unless they are 'Excluded Inventions and/or Works' as defined in Section 1.2 of this Agreement.

Except for the Excluded Inventions and/or Works (as defined in Section 1.2 of this Agreement), I hereby irrevocably assign, transfer and convey to the Company, its successors and assigns, all of my entire right, title, and interest in and to any and all Inventions and Works that are Created by me alone or jointly with others at any time during my period of employment with the Company, including without limitation all patent applications and patents worldwide therefor, and all rights of priority derived therefrom under any international conventions, treaties, or agreements. The foregoing assignment, transfer and conveyance shall operate automatically upon the Creation of each such Invention and Work.

To the extent any of the rights, title and interest in and to any such Works or Inventions cannot under applicable law be assigned by me to the Company, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, products and services. To the extent any of the rights, title and interest in and to any such Works or Inventions can neither be assigned nor licensed by me to the Company, I hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest against Qualcomm, any of Qualcomm's successors in interest, or any of Qualcomm's customers.

I acknowledge and agree that the Company, its successors and assigns have the sole and exclusive right to file or not to file for domestic or foreign patents on any or all Inventions, or for domestic or foreign copyrights and trademarks on any or all Works, as determined in their sole discretion.

Definitions:

'**Created**' (and '**Creation**') is when (i) an Invention is conceived or reduced to practice, or (ii) a Work is created, developed, made, authored, or fixed in a tangible medium of expression.

'**Invention**' is any invention, discovery, development, design, formula, process, improvement, idea, innovation, know-how or information, in each case whether patentable or not, that is Created by me, either solely or in concert with others.

'**Work**' is any work of authorship or information, including, but not limited to, any computer program, publishable article, mask work, trademark, service mark, trade name, trade dress, sales brochure, work of art, or technical report, in each case whether copyrightable or not, that are Created by me, either solely or in concert with others. I acknowledge that all Works that are subject to copyright and that are Created by me within the scope of my employment constitute a 'work for hire' within the meaning of Title 17 United States Code Sections 101 and 201(b).

- 1.2. Excluded Inventions & Works are not Assigned to Company. The following Inventions and/or Work described in Section 1.2(a) - 1.2(c) below are collectively referred to as the '**Excluded Inventions and/or Works**' and are not assigned to Company:

- (a) Any Inventions and/or Works that I have listed (by descriptive title for purposes of identification) in my Statement of Excepted Inventions and Works in Attachment 1 to this Agreement, are all of the Inventions and Works Created prior to my employment by the Company which I consider to be my property or in which I claim any ownership interest or title, either alone or jointly with a third party. I agree to provide copies of all documentation in support of my claim to any such Inventions and Works if so requested by the Company. I understand that my listing of any Inventions and Works in Attachment 1 does not establish that the Company agrees with my claim to the ownership over any such Inventions and Works; instead, this list of Inventions and Works in Attachment 1 merely serves as a record of the pre-employment Inventions and Works in which I claim to have an ownership interest
- (b) Any Inventions and/or Works that meet all of the following criteria:
 - which are developed by me, alone or jointly with others, entirely on my own time; and
 - for which no equipment, supplies, facilities, or trade-secret information of Qualcomm (or of any third party which Qualcomm is authorized to use) are used; and
 - which do not result from any work performed by me for the Company; and
 - which do not relate to the business of Qualcomm, its actual or demonstrably anticipated research or development or its design, experimental or production work.
- (c) REDACTED

REDACTED

Except as specifically described in the Statement of Excepted Inventions and Works in Attachment 1, I represent and warrant there are no Inventions or Works previously Created by me which I claim to be an Excluded Invention and/or Work.

- 1.3. I Agree to Disclose All Inventions and Works. I shall promptly, but in no case later than thirty (30) days from Creation, fully disclose to the Company all Inventions and Works Created by me, either solely or in concert with others, during the period of my employment with the Company, together with any period prior to the date of this Agreement if I have not signed this Agreement until after my start of employment with Company. I agree to disclose all Inventions and Works using forms provided by the Company.
- 1.4. I Agree to Assist the Company. I agree, upon request by the Company, and without compensation (other than with respect to my requested reimbursement of my reasonable and actual out-of-pocket expense which have been pre-approved by the Company in writing), to do all lawful acts including the execution of all papers and lawful oaths and the giving of testimony that may be necessary or desirable in obtaining, sustaining, reissuing, renewing, and enforcing United States and foreign Letters Patent and copyright on all Inventions and Works herein assigned to the Company, including without limitation to assist the Company in any controversy or legal proceeding relating to all such Inventions and Works. I further agree to comply with provisions of contracts between the Company and contractors or any agency of the United States Government with whom the Company is doing business, including all provisions relating to invention rights, works of authorship or to the safeguarding of information. If the Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right to or under any Inventions and Works Created by me and assigned to the Company under this Agreement, I hereby irrevocably designate and appoint the Company and the Company's duly authorized officers and agents as my agents and attorneys in fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights to or under the Inventions and Works Created by me and assigned to the Company under this Agreement, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

1.5. REDACTED

- 1.6. California Labor Code Sections 2870-2872. California Labor Code Section 2872 places the burden of proof on the employee. I hereby acknowledge that I have received a copy of California Labor Code Sections 2870 through 2872 (See Attachment 2).

2. Nondisclosure Of Confidential Information

2.1. REDACTED

2.2. REDACTED

2.3. REDACTED

3. REDACTED

3.1.

3.2.

4. REDACTED

4.1.

4.2.

5. REDACTED

5.1.

5.2.

6. Miscellaneous

- 6.1. Survival of Terms. I understand and agree that the obligations and undertakings in this Agreement that are meant to survive shall continue in full force and effect after the termination of my employment, regardless of the reason for the termination of my employment. Nothing contained in this Agreement changes the at will nature of my employment at the Company.
- 6.2. No Assignment. I shall not assign all or any portion of my rights, duties or obligations under this Agreement. Any such attempted assignment shall be null and void from inception.
- 6.3. Employment with any of the Qualcomm Entities. I understand and agree that, in the event that my employment transfers from the Company to any other Qualcomm Entity, without any interruption in employment, this Agreement shall automatically, and with no further action required, be assigned by the Company to such new employer. I understand and agree that any such new employer shall become "the Company" for all purposes under this Agreement.
- 6.4. Severability. If any provision in this Agreement is held to be invalid or unenforceable in whole or in part (the **'Invalid Provision'**), the remaining portions of such provision (if any) and the other provisions in this Agreement will remain in full force and effect, and the Invalid Provision will remain in effect to the maximum extent allowed by law.
- 6.5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and may be enforced by the Company, its successors, or assigns (including pursuant to Section 6.3), and shall be binding upon me, my executors, administrators, and other legal representatives.
- 6.6. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.
- 6.7. No Amendment or Waiver. This Agreement may not be amended or modified, in whole or in part, except in a writing that is signed by an authorized Executive Officer of the Company and me. If the Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by an authorized Executive Officer of the Company. Any such waiver shall be effective only in the specific instance and the purpose for which it is given.
- 6.8. Effectiveness. This Agreement, if executed after the commencement of my employment, is hereby specifically made retroactive and effective as of the first day of my employment.
- 6.9. Entire Agreement. This Agreement supersedes any agreement, discussion, understanding, commitment or representation, whether written or verbal, that may have previously been made or executed by the parties relating to this subject matter.

6.10. Governing Law and Forum. This Agreement shall be governed by and construed according to the laws of the State of California, excluding conflicts of law principles that would result in the application of the laws of a different jurisdiction. Any action to enforce or construe this Agreement, or any of the provisions hereof, shall be heard only in a court of competent jurisdiction located in San Diego County, California and the Company and I each irrevocably consent to the exclusive personal jurisdiction of such courts, except that in actions seeking to enforce any order or any judgment of any such court, personal jurisdiction will be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

6.11. Injunctive Relief. I agree that if I violate this Agreement, the Company will suffer irreparable and continuing damage for which money damages are insufficient, and the Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law, without the need to post a bond.

ATTACHMENTS:

1. Statement of Excepted Inventions and Works
2. California Labor Code Sections 2870-2872

ATTACHMENT 1

STATEMENT OF EXCEPTED INVENTIONS AND WORKS

As provided in Section 1.2(a) of this Agreement, listed below by descriptive title for purposes of identification, are all of the Inventions and Works Created prior to my employment with the Company which I consider my property or in which I claim any ownership interest or title.

If this Attachment is blank, then you represent, warrant and agree that there are no such Inventions or Works.

For the avoidance of doubt, only those Inventions and/or Works in which you currently hold title or in which you currently have an ownership interest should be listed on this Attachment.

Excepted Inventions (If your text exceeds 4000 characters, please let us know by clicking on the feedback link located at the bottom of this page)

Please do not input any text here if the answer is 'None'. Only input text if you have any inventions or works that predate your employment that you believe are your personal property and subject to this agreement.

Excepted Works (If your text exceeds 4000 characters, please let us know by clicking on the feedback link located at the bottom of this page)

Please do Not input any text here if the answer is 'None'. Only input text if you have any inventions or works that predate your employment that you believe are your personal property and subject to this agreement.

ATTACHMENT 2

CALIFORNIA LABOR CODE SECTIONS 2870-2872

Section 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 assign under this subdivision (a), the provision is against the public policy of this state and is unenforceable.

Section 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 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.

Section 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 any 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.

INDICATE YOUR AGREEMENT TO TERMS OF "INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT" HERE:

By clicking the 'I Agree' button below, I am agreeing to all the terms and conditions set forth above, and that I have accurately and completely filled out the Statement of Excepted Inventions and Works. I understand that clicking the 'I Agree' button has the same effect as if I had signed a paper copy of the Agreement.

If you have questions, please contact IDA

Submission for Peter J. Shah employee #9837 was recorded on 09/16/2012