

EMPLOYEE PATENT, COPYRIGHT AND PROPRIETARY INFORMATION AGREEMENT



DSC Communications Corporation

Name: Evan Brown
(please print)

In consideration of my employment (or continued employment in the event I am already in the employ of the Company at the time of execution hereof) with DSC Communications Corporation or any subsidiary or affiliate thereof (the "Company") and of the salary or wages paid for my services in such employment, the Company and I agree as follows:

(A) I will communicate to an officer of the Company promptly and fully all inventions (including but not limited to all matters subject to patent, i.e., processes, machines, computer programs, etc.) made or conceived by me (whether made solely by me or jointly with others) from the time of entering the Company's employ until I leave, (1) which are along the lines of the business, work or investigations of the Company or of companies which it owns or controls at the time of such inventions, or (2) which result from or are suggested by any work which I may do for or on behalf of the Company.

(B) I will assist the Company and its nominees during on subsequent to such employment in every proper way (entirely at its or their expense) to obtain for its or their own benefit patents for such inventions in any and all countries (including the assignment of any inventions to the Company), said inventions to be and remain the sole and exclusive property of the Company or its nominees whether patented or not.

(C) In accordance with Company policy as in effect from time to time, I will make and maintain adequate and current written records of all such inventions, in the form of notes, sketches, drawings, or reports relating thereto, which records shall be and remain the property of and available to the Company at all times.

(D) Except as the Company may otherwise consent in writing, I will not disclose at any time (except as my Company duties may require) either during or within a period of two (2) years subsequent to the term of employment any information, knowledge, or data of the Company I may receive or develop during the course of my employment, relating to trade secrets, formulas, business processes, methods, machines, manufacturers, compositions, inventions, discoveries, computer programs, customer records, lists, accounts or other matters which are of a private, secret or confidential nature. (The terms "secret" and "confidential" as used in this Agreement are used in their ordinary sense and do not refer to official classifications of the United States Government.)

(E) I will notify the Company in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of the Company, which might conflict with (1) the rights I claim in any invention or idea (a) conceived by me or others prior to my employment or (b) otherwise outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by me (a) prior to this Agreement or (b) otherwise outside the scope of this Agreement. In the event of my failure to give notice under the circumstances specified in (1) of the foregoing, the Company may assume that no such conflicting invention or idea exists, and I agree that I will make no claim against the Company with respect to the use of any such invention or idea in any work or the product of any work which I perform or cause to be performed for or on behalf of the Company. All discoveries owned or controlled by me, in whole or in part, as of the date of this Agreement are listed below.

Discoveries owned or controlled: (If none, so state. Attach separate sheet if necessary.)

-NONE-

(F) I will allow the Company, without charge, fee, license or other arrangement and free from any allegation of infringement whatsoever to make full use of any matter developed by me (whether developed or written solely by me or jointly with others) during the course of my employment along the lines of the business, work or investigations of the Company or of companies which it owns or controls at the time of such development and/or which result from or are suggested by any work which I may do for or on behalf of the Company.

This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by me and by an officer or other authorized executive of the Company.

This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives or assigns. Any reference to the Company shall include the Company's subsidiaries, successors and assigns.

Except as stated below, I have no agreements with or obligations to others in conflict with the foregoing. (If "none", so state.)

Arrangements with or obligations to others:
(If none, so state. Attach separate sheet if necessary.)

-NONE-

The Company and I acknowledge that this Agreement does not constitute a contract of employment and that either the Company or I can terminate the employment relationship at any time subject to any applicable employment policies of the Company then in effect. However, my agreement not to use or disclose the Company's proprietary data or information and to protect the Company's interest in any inventions shall survive termination of my employment.

Employee Evan Brown

Date: Apr 27, 1987

DSC Communications Corporation

By: Walter R. [Signature]

Title: Personnel Director