

CAUSE NO. 199-596-97

DSC COMMUNICATIONS CORPORATION,

Plaintiff,

v.

EVAN BROWN,

Defendant.

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IN THE DISTRICT COURT OF

COLLIN COUNTY, TEXAS

219TH JUDICIAL DISTRICT

**PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION
AND APPLICATION FOR INJUNCTIVE RELIEF**

TO THE HONORABLE JUDGE OF SAID COURT:

DSC Communications Corporation ("DSC"), Plaintiff, complains of Evan Brown ("Brown"), Defendant, and would respectfully show the Court as follows:

**I.
The Parties**

1. DSC is a Delaware corporation with its principal place of business in Collin County, Texas at 1000 Coit Road, Plano, Texas 75075-5813.

2. Evan Brown is an individual residing in Collin County, Texas and who may be served with process at his residence at 2705 Chadbourne Dr., Plano, Texas 75023.

**II.
Jurisdiction and Venue**

3. This Court has jurisdiction over the subject matter of this litigation because the amount at issue is in excess of the minimum jurisdictional limits of this Court.

4. Venue is proper in Collin County, Texas pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002 because Brown's residence was situated in Collin County, Texas when all or part of

the causes of action accrued, and because the causes of action, in whole or in substantial part, arose in Collin County, Texas.

III.

Facts Applicable to All Claims

5. DSC is a corporation engaged in the business of developing and selling telephone switching systems and other telecommunications technology. On April 21, 1987, DSC hired Evan Brown. Continuously and over the next ten years, DSC employed Brown under various job titles. In each of these positions, Brown worked on software technology for DSC's telecommunications products and systems.

6. The field of telecommunications is a highly competitive technology sector. Inventions, new concepts, ideas, and trade secrets are among the most valuable assets of telecommunications companies like DSC. Recognizing this fact, Brown and DSC entered into an "Employment, Copyright, and Proprietary Information Agreement" ("Employment Agreement") (see Exhibit I) at the onset of the employment relationship. The terms of the Employment Agreement speak to two types of inventions: (1) those conceived prior to Brown's employment by DSC and (2) those conceived during Brown's employment with DSC. With respect to the first, Brown, in 1987 when he joined DSC, that declared he had none. (See Exhibit I, ¶ E) With respect to the second, the Employment Agreement states:

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 an [sic] 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.

7. As a leader in its field, DSC develops technology and markets products to connect phone calls and move information from one place to another. To achieve this task, DSC developed complex telecommunications hardware and software. An important type of DSC's hardware is a large digital switching computer known as a digital switch. DSC's digital switch simultaneously reroutes thousands of telephone connections. In order to operate, DSC's digital switch requires the appropriate DSC proprietary software to be loaded on and be operating on the switch. This DSC proprietary software comprises many millions of lines of computer code.

8. A great deal of DSC's switching software written since the early 1980s exists in a special type of machine executable binary code called Z8000 language. Recent technological advances have given rise to the development of new high level computer languages, such as C and C++. These newer languages are much easier to use and more efficient than Z8000. As such, there would be great advantage to DSC to translate its millions of lines of Z8000 language to the more modern C or C++ languages. However, at present, translating the Z8000 is an extremely laborious process, requiring years of work and significant resources.

9. If DSC could develop a computer program which would automatically translate "machine executable binary code," such as the Z8000, to a "high level source code," such as C or C++, it would realize the reward of significant savings both in man hours and resources. Moreover, as both Brown and DSC knew, such an automated translation program would be worth many millions of dollars, because numerous other telecommunications and technology companies are similarly struggling to translate or convert their old computer codes into new computer code as efficiently as possible. In fact, several members of DSC's Research and Development Division recently submitted an invention disclosure form to DSC's patent department relating to their effort to develop just such an automated translation program. (See Exhibit 2).

10. During his employment at DSC, Brown became aware of the enormous resources and data currently invested in the older Z8000 code, as well as the difficulties that currently exist in updating this code. Having learned these facts, Brown realized how valuable a computerized automated translation process would be.

11. During the time that Brown was employed by DSC, DSC committed time and resources to investigate alternative methods for translating its Z8000 code to high level source code, including the evaluation of third party technology capable of performing this type of language translation. Brown was aware of, and was directly involved in, some of these investigations.

12. Based on this knowledge, and during his employment at DSC, Brown conceived a computer solution which would make possible an automated translation of the computer code in the old Z8000 language to the new C or C++ languages. Brown knew how valuable this computerized solution would be to DSC. On April 19, 1996, Brown sent a memo to Gamini Desoyza, his immediate supervisor, stating that he had

developed a method of converting machine executable binary code [such as Z8000] into high level source code [such as C or C++] form using logic and data abstractions. The purpose of this idea is to take existing executable programs and "reverse engineer" the intelligence from the programs and "re-code" the intelligence into a portable high level language.

(See Exhibit 3). Thus, during his employment by DSC, Brown conceived and developed a solution which would allow DSC to perform an automated computerized translation of DSC's old Z8000 switching codes into "C" and/or "C++" (the "Solution"). Accordingly, under the terms of the Employment Agreement he was required to disclose the Solution to DSC. Moreover, under the terms of the Employment Agreement, DSC held the "sole and exclusive" right to the Solution. (See Exhibit 1, ¶ B). However, rather than fulfill the terms of his Employment Agreement and disclose the Solution to DSC, Brown refused to disclose the Solution, and instead demanded that DSC pay Brown additional monies for the disclosure of the Solution.

13. By virtue of the Employment Agreement and DSC's employment of Brown, DSC had the exclusive rights to the Solution, and Brown was required to disclose the Solution to DSC. DSC explained to Brown his obligations in these regards under the Employment Agreement. However, Brown would not, as the Employment Agreement required, disclose the Solution to DSC. Without waiving its rights to the Solution, DSC attempted to negotiate with Brown for the disclosure of the Solution. Brown refused DSC's proposals.

14. After protracted negotiations, Brown threatened to market the Solution to Europe. In early April 1997, Brown made good on his threat, and spent approximately two weeks in Europe marketing the Solution. Brown has also stated that he has marketed the Solution in the United States.

15. Shortly after his return to the United States, DSC attempted one last time to reason with Brown. DSC again explained to Brown his obligations under his Employment Agreement. DSC asked him to disclose the Solution and comply with his Employment Agreement. Once again, Brown refused. Brown stated that he was prepared to flee to Europe and market the Solution. Because Brown refused to comply with the Employment Agreement, DSC terminated his employment on April 21, 1997.

16. Given this background, several things are clear: (1) Brown had not developed the Solution prior to his employment at DSC; (2) Brown conceived the Solution during his employment with DSC; (3) the Solution is directly related to "business, work, or investigations" of DSC; and thus (4) Brown has breached the terms of his Employment Agreement by refusing to disclose the Solution and by wrongfully asserting that he owned all legal rights to the Solution. Moreover, he has threatened to flee the United States and disclose the Solution to DSC's competitors. Indeed, he has already made one trip to Europe to entertain such bids. Accordingly, if Brown is not enjoined from disclosing, selling, assigning, or transferring, and from negotiating the disclosure, sale, assignment, or transfer of the Solution, DSC will suffer irreparable injury through the loss of an idea it owns.

IV.
Causes of Action

Count One - Injunctive Relief

17. DSC incorporates by reference each and every allegation contained within paragraphs 1 through 16 as if fully set forth herein.

18. DSC seeks injunctive relief from this Court pursuant to both equitable principles, Tex. R. Civ. P. 680 and Tex. Civ. Prac. & Rem. Code § 65.011, which provides in part:

A writ of injunction may be granted if:

(1) the applicant is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to the applicant;

(2) a party performs or is about to perform or is procuring or allowing the performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual;

(3) the applicant is entitled to a writ of injunction under the principles of equity and the statutes of this state relating to injunctions;

* * *

(5) irreparable injury to real or personal property is threatened, irrespective of any remedy at law.

19. DSC will suffer immediate and irreparable harm to its business as a proximate result of Brown's conduct. More specifically, if Brown is not enjoined from disclosing, selling, assigning, or transferring and negotiating the disclosure, sale, assignment, or transfer of the Solution developed during his employment by DSC, DSC will lose not only its exclusive right to the Solution but also the invaluable trade secret embodied in the Solution. Furthermore, if Brown is not enjoined to disclose the Solution to DSC, DSC will be deprived of its exclusive right to the Solution.

20. For the potential harm and damage that would be inflicted upon DSC, DSC has no adequate remedy at law but for the intervention of this Court. Damages will continue and to a large degree are incalculable.

21. As a result, DSC requests this Court issue an immediate temporary restraining order in this case, without notice, requiring that Brown:

- a. Be restrained and enjoined from selling, assigning, or transferring the Solution to anyone other than DSC;
- b. Be restrained and enjoined from negotiating the sale, assignment, or transfer of the Solution to anyone other than DSC;

- c. Be restrained and enjoined from disclosing or negotiating the disclosure of any information or details concerning the Solution to anyone other than DSC;
- d. Be restrained and enjoined from further developing, refining, or implementing the Solution;
- e. Be restrained and enjoined from destroying, and enjoined to preserve, any materials or records (including computer files or disks) that relate to or evidence the Solution or the marketing of the Solution;
- f. Be enjoined to disclose the Solution, in its entirety, to DSC; and
- g. That the Temporary Restraining Order shall continue in effect until the conclusion of a hearing on the Temporary Injunction hereafter set, or until further order of this Court.

22. DSC also seeks and is entitled to a temporary and permanent injunction pursuant to § 65.011 of Tex. Civ. Prac. & Rem. Code because:

- a. DSC is entitled to the relief demanded above and such relief requires the restraint of Brown from acts which will be prejudicial to DSC;
- b. Brown has violated, and upon information and belief, is about to perform actions in further violation of his Employment Agreement with DSC in violation of the rights of DSC, which action by Brown will cause DSC to lose its rights to interest in the Solution, and would render a judgment in this litigation ineffectual;
- c. DSC is entitled to a writ of injunction under the principles of equity; and
- d. Irreparable injury to DSC's rights will continue to be realized by DSC irrespective of any remedy at law.

23. DSC therefore requests that any temporary restraining order issued in this case be converted to a temporary injunction during the pendency of this action, and upon final trial, a permanent injunction.

Count Two - Breach of Contract

24. DSC incorporates by reference each and every allegation contained within paragraph 1 through 23 as if fully set forth herein.

25. By the actions described above, Brown has breached at least two contractual duties spelled out in the Employment Agreement. First, Brown has materially breached his contractual duty to “communicate . . . promptly and fully all inventions (including, but not limited to, all matters subject to patent, *i.e.*, processes, machines, computer programs, etc.)” developed during his employment by DSC. (*See* Exhibit 1, ¶ A). Second, by wrongfully asserting that the Solution is his to disclose, sell, assign, or transfer, Brown has breached his contractual promise that any “inventions [will] remain the sole and exclusive property of the company” (*Id.* at ¶ B). In addition, Brown will have breached his contractual duties if he has disclosed the Solution to anyone.

26. When DSC hired Brown, he stated that there were not any “discoveries owned or controlled by [him]” (*Id.* at ¶ E). During the time he was an employee at DSC, Brown developed the Solution, which is related to DSC’s business and its ongoing investigation, and which resulted from work he did for or on behalf of the company. Pursuant to his Employment Agreement, the Solution is the property of DSC.

27. Notwithstanding DSC’s legal interest in and right to the Solution, Brown has threatened to market the Solution in Europe and in the United States. Brown has stated that once he takes the Solution to Europe, he will be beyond the reach of United States Courts. In fact, Brown has actually traveled to Europe and “shopped” the Solution to European investors. Accordingly, DSC prays that Brown be restrained from (1) disclosing, selling, assigning, or transferring and (2) negotiating the disclosure, sale, assignment, or transfer of the Solution to anyone other than DSC through a temporary and permanent injunction.

28. In addition, DSC would further show that such conduct by Brown constitutes a clear breach of his contract with DSC. As a direct and proximate result of such breach, DSC has suffered damages in excess of the minimum jurisdictional limits of the Court.

29. Moreover, as a result of the controversy arising between DSC and Brown, it has become necessary for DSC to employ the law firm of Lynn Stodghill Melsheimer & Tillotson, L.L.P. to prosecute this action. Brown should be required to pay DSC's reasonable and necessary attorneys' fees in connection with this matter.

Count Three - Declaratory Judgment

30. DSC incorporates by reference each and every allegation contained within paragraph 1 through 29 as if fully set forth herein.

31. As more fully described above, the Solution legally belongs to DSC, and DSC owns all legal title and interest in the Solution. Notwithstanding DSC's legal right, Brown is attempting to deprive DSC of its right to the Solution by selling it to third parties. DSC has repeatedly demanded that Brown cease such activities and disclose and assign the Solution to DSC, but he has steadfastly refused to comply. As such, a present controversy exists between DSC and Brown.

32. Pursuant to the Declaratory Judgments Act, § 37.001 *et seq.* of the Texas Civil Practice & Remedies Code (the "Act"), DSC requests this Court enter a declaratory judgment establishing the following:

- a. That DSC owns full legal title to the Solution;
- b. That Brown must disclose the Solution, in its entirety, to DSC;
- c. That Brown cannot disclose, sell, assign, or transfer the Solution to anyone other than DSC;
- d. That Brown cannot negotiate the disclosure, sale, assignment, or transfer of the Solution to anyone other than DSC; and
- e. That Brown cannot further develop the Solution.

33. Also pursuant to the Act, DSC requests an award of its reasonable and necessary attorneys' fees and costs of this lawsuit.

Count Four - Promissory Estoppel

34. DSC incorporates by reference each and every allegation contained within paragraph 1 through 33 as if fully set forth herein.

35. As more fully described above, Brown promised DSC that he would promptly and fully communicate to DSC all inventions made or conceived by him during his employment by DSC which are (1) along the lines of the business, work, or investigations of DSC, or (2) result from or are suggested by any work which he did for or on behalf of DSC. Brown also promised to make and maintain adequate and current written records of all such inventions in the form of notes, sketches, drawings, or reports, which records were to remain the property of DSC. Finally, Brown promised that he would assist DSC to obtain for its own benefit patents for such inventions in any and all countries, with such inventions to be and remain the sole and exclusive property of DSC, whether patented or not.

36. DSC relied on each of these promises by employing Brown and/or continuing his employment. In further reliance upon these promises, DSC paid Brown a salary on a regular basis and provided him with other benefits of employment, and disclosed to him certain confidential and proprietary information of DSC.

37. Brown's conduct in refusing to disclose the Solution to DSC, and failing to write down or otherwise record the Solution, and claiming an ownership interest in the Solution are each in violation of the promises he made to DSC. As a direct and proximate result of Brown's breach of his promises to DSC, DSC has been damaged in an amount in excess of the jurisdictional limits of the Court.

38. In addition, pursuant to the Act, DSC requests an award of its reasonable and necessary attorneys' fees and costs of this lawsuit.

Count Five - Misappropriation of Trade Secrets

39. DSC incorporates by reference each and every allegation contained within paragraph 1 through 38 as if fully set forth herein.

40. A trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business and which gives him an opportunity to obtain an advantage over competitors who do not know or use it. Restatement of Torts § 757.

41. The Solution is a trade secret of DSC. It was developed by Brown during the time he was an employee of DSC, while Brown was subject to an agreement requiring that any such invention would become the legal property of DSC. Moreover, upon information and belief, the Solution was developed, at least in part, as a direct result of the work and investigations Brown was doing for DSC, and as such its development was within the scope of Brown's employment by DSC.

42. By refusing to either disclose the Solution to DSC or recognize that DSC owns all legal rights to the Solution, and by instead seeking to exercise control over the Solution through independently marketing and developing the Solution, Brown has misappropriated DSC's trade secret.

43. As a direct and proximate result of Brown's misappropriation of DSC trade secret, DSC is further entitled to its actual damages, punitive damages, attorneys' fees, costs, and pre- and post-judgment interest.

Count Six - Unfair Competition

44. DSC incorporates by reference each and every allegation contained within paragraph 1 through 43 as if fully set forth herein.

45. As more fully described above, Brown has threatened to sell and develop the Solution independent of DSC. Such efforts, which would constitute unfair competition against DSC with respect to the development and sale of the Solution.

46. As a result, DSC is further entitled to its actual damages, punitive damages, attorneys' fees, costs and pre- and post-judgment interest.

Count Seven - Breach of Fiduciary Duty or Confidential Relationship

47. DSC incorporates by reference each and every allegation contained within paragraph 1 through 46 as if fully set forth herein.

48. Defendant Brown held a position of trust and confidence with DSC. As such, he was given and otherwise exposed to highly confidential and proprietary information about DSC's business dealings, its business methods, its marketing plans, its trade secrets, its technological needs and investigations and other highly confidential and proprietary information. Because of Defendant Brown's fiduciary position of trust and confidence, he owes a duty under common law to protect and not use such confidential and secret data for anyone's benefit other than DSC.

49. Consequently, by refusing to disclose the Solution to DSC and assist DSC to protect the Solution, and by threatening to develop and sell the Solution to parties other than DSC, Brown has breached his common law duty to maintain the confidentiality of the Solution.

50. Defendant Brown also has a fiduciary duty to not usurp corporate opportunities of DSC. By using the information he possessed concerning DSC's investigation and need for a technology capable of automatically translating low level computer code to a high level source code, Brown has used a corporate opportunity for his own benefit. By these actions, Brown has further breached the fiduciary duties he owes to DSC.

51. As a direct and proximate result of these acts, DSC is entitled to its actual damages, punitive damages, attorneys' fees, pre- and post-judgment interest and costs.

Jury Demand

52. DSC requests that all issues of fact be tried before a jury.

VI.
Relief Requested

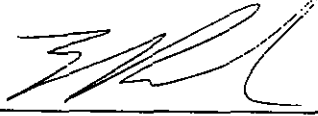
Considering the premises, DSC requests that this court, upon final hearing, enter judgment against Brown for the following relief:

1. That a temporary restraining order be issued as requested and set forth in paragraph 21 above;
2. That Brown be cited to appear and show cause and that on such hearing, a temporary injunction be issued, enjoining Brown, his agents, servants, and employees as more fully described in paragraph 21 above;
3. That a permanent injunction be ordered on final trial of this cause, enjoining Brown, his agents, servants, and employees as more fully described in paragraph 21 above;
4. Compensatory damages in an amount to be determined at trial;
5. Reasonable and necessary attorneys' fees in an amount to be determined at trial;
6. Costs of suit incurred herein;
7. Pre- and post judgment interest as provided by law; and
8. Such other and further relief in law or in equity to which DSC may be justly entitled.

Respectfully submitted,

LYNN STODGHILL MELSHEIMER & TILLOTSON, L.L.P.

By: _____


Michael P. Lynn, P.C.
State Bar No. 12738500
Eric W. Pinker
State Bar No. 16016550

750 North St. Paul Street
Suite 1400
Dallas, Texas 75201
(214) 981-3800 - Telephone
(214) 981-3839 - Telecopy

**ATTORNEYS FOR PLAINTIFF
DSC COMMUNICATIONS CORPORATION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served upon all counsel of record, as identified below, on this the 28th day of July, 1997:

Via Hand Delivery

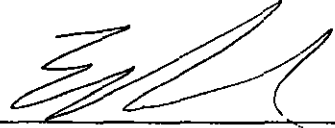
Richard A. Sayles, Esq.
Eric D. Pearson, Esq.
Sayles & Lidji, P.C.
1201 Elm Street, Suite 4400
Dallas, Texas 75270

CM. RRR NO. P 124 920 334

Mr. Lance Flores
6514 Ridgecrest 222
Dallas, Texas 75231

CM. RRR NO. P 125 920 333

Dale Drake, Esq.
110 East Davis, Suite 200
Post Office Box 1662
McKinney, Texas 75070-1662



Eric W. Pinker

1 044 P. 02/02 JUD-404

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, personally appeared DAN ALLMAN, who, being duly sworn, stated that he is one of the Directors of Human Resources of DSC Communications Corporation, and is the duly authorized agent for DSC Communications Corporation, Plaintiff in the above-captioned cause; that he has read the above and foregoing Petition; and that every statement contained in paragraphs 5 through 16 and 19 is within either his personal knowledge, information and belief or within the corporate information of DSC Communications Corporation to which he has had access by reason of his position as an officer of the Company, and is true and correct. In making this Verification, Mr. Allman further stated that he had reviewed relevant documents in the personnel files of Evan Brown. Moreover, Mr. Allman stated that for purposes of this Petition, he is the custodian of records of DSC, he had made reasonable inquiry within DSC and he has determined that the documents attached as Exhibits 1, 2 and 3 to this Petition are kept by DSC in the regular course of business and it was in the regular course of business of DSC for an employee or representative of DSC, with knowledge of the act, event, condition, opinion, or diagnoses recorded to make the record or to transmit information thereof to be included in such recording; and the record was made at or near the time or reasonably soon thereafter; and the records attached hereto are the original or exact duplicates of the original.



DAN ALLMAN, AFFIANT

Sworn to before me this 25th day of July, 1997, to certify which witness my hand and official seal.



Notary Public, State Of Texas

My Commission Expires: 12/30/2000

EXHIBIT 1

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 or 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, (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 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. All 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: [Signature]
Title: Personnel Director

EXHIBIT 2

Case No 328-00



RECEIVED

MAY 17 1996

DSC LEGAL DEPARTMENT

INVENTION DISCLOSURE FORM (2/8/96)

Send completed form to MS LEGL2

Help - Larry Sewell (214) 519-5755
Elaine Krauter (214) 519-5103

1. Title of invention: c source code regenerator

2. Inventors (please print):

Full Name	Division	Mail	Phone	Supervisor, MS, Phone
Marvin E. Harbin	TPD	TPDC-2	92658	C. Owen 93709
Raymond P. Percival	TPD	TPDC-2	93272	C. Owen

3. Description of what the invention accomplishes which is new or improved:

The input to the "Unidot C Compiler" is a C source file and the output is a 28000 assembly language translation of the input C file. This invention takes the 28000 assembly language output of the "Unidot C Compiler" and recovers the original input C source file.

4. Please attach a page (or more; e.g., a sketch with comments, or excerpts from a report) describing the invention, giving an idea how it accomplishes what it does.

5. Has the invention been described in a publication (not confidentially)? No If so, when? _____

6. Has the invention operated successfully? Yes If so, when? 5/6/96

7. If the invention is to be in a product, when is it expected to be sent outside DSC (e.g., for customer test)? n/a

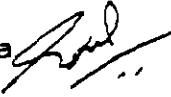
9. Inventor Signature(s): Marvin E. Harbin Date: 5/15/96
R.P.P. Date: 5/15/96
 _____ Date: _____

10. Witness Signatures: I have read and understand this invention disclosure:
[Signature] Date: 5/15/96
 _____ Date: _____

EXHIBIT 3

MEMORANDUM
Apr 19, 1996

TO: Larry Sewell, DSC Legal Council for Intellectual Property

COPY: Gamini Desoyza 

FROM: Evan Brown

SUBJECT: Request for release on patent idea

This idea was founded on a problem proposed by a friend working for El Paso Natural Gas Co. The company lost part of their original source code for a utility tax payment program and as a result, are not able to retire their existing mainframe computer system.

I have developed a method of converting machine executable binary code into a high level source code form using logic and data abstractions. The purpose of this idea is to take existing executable programs and "reverse engineer" the intelligence from the programs and "re-code" the intelligence into a portable high level language.

This idea was developed from my own personal experience and on my own time.

Since DSC is not in the business of software reverse engineering and my job at DSC does not involve reverse engineering, I request DSC release me to pursue a patent on this idea.

Thank you,



Evan Brown

Evan Brown is here by granted a released by DSC Communications Corporation to pursue this reverse engineering idea. This idea has been judged to not meet the criteria specified in DSC's "Employee Patent, Copyright and Proprietary Information Agreement" dated and signed April 27, 1987 by Evan Brown.

DSC Legal Representative