

IMMERSION CORPORATION

Proprietary Information And Inventions Agreement

In consideration of my employment or continued employment by Immersion Corporation. (the "Company") or the provision of services to the Company, and the compensation now and hereafter paid to me, I hereby agree as follows:

1. At-will Employment. I will perform for the Company such duties as may be designated by the Company from time to time. I understand and agree that my employment with the Company is at-will, and may be terminated by the Company at any time, with or without cause, and with or without notice. Similarly, I may terminate my employment with the Company at any time, with or without cause and with or without notice.
2. Company Interests. During my period of employment by the Company, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities determined by the Company to be detrimental to the best interests of the Company without the prior written consent of the Company.
3. Period of Employment. As used herein, the period of my employment includes any time in which I may be retained by the Company as a consultant.
4. Prior Work for Company. All previous work done by me (if any) for the Company relating in any way to the conception, design, development or support of products for the Company is the property of the Company, and I assign any rights I may have therein to the Company.
5. Definitions.
 - a. Proprietary Information. My employment creates a relationship of confidence and trust between the Company and me with respect to any information:
 - (i) Applicable to the business of the Company; or
 - (ii) Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me in such context during the period of my employment.

All of such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, techniques, sketches, drawings, models, mask works, Inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, the Company's respective information concerning research, experimental work, development, design details and specifications, engineering, product specifications, architecture, techniques, source and object

code, performance, defects, benchmark results or analysis, product enhancement plans or schedules, financial information, procurement requirements, manufacturing requirements, corporate structure, job titles, employee compensation, job duties, responsibilities and capabilities of individual employees and teams, phone lists, and employee lists, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes any document marked "Confidential" (or with a similar expression), or any information which I have been told is confidential or which I might reasonably expect the Company would regard as confidential, or any information which has been given to me, the Company in confidence by customers, suppliers or any other in the course of Company's business.

b. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, and all related know-how, designs, specifications, maskworks, trademarks, algorithms, formulae, processes, manufacturing techniques, business processes, trade secrets, ideas, artwork, software and other copyrightable and patentable works.

6. Recognition of Company's Rights; Nondisclosure. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in the ordinary course of performing my work as an employee of the Company, or unless an officer of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns and that the Company and its assigns shall be the sole owner of all patent rights, copyrights, mask work rights, trade secret rights and all other rights throughout the world in connection therewith.

7. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information, unless expressly authorized by an officer of the Company in writing.

8. Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company, that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions

in Exhibit A but am to inform the Company in writing that all Inventions have not been listed for that reason. If there is no such list on Exhibit A (“Prior Inventions”), or if I have not informed the Company in writing of confidentiality obligations precluding full disclosure, I represent that I have made no such Prior Inventions at the time of signing this Agreement.

9. Irrevocable License and Assignment in respect of Prior Inventions. I agree to grant the Company or its designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of distribution) to practice all applicable patent, copyright and other intellectual property rights relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions without Company's prior written consent.

10. Ownership of Copyrightable Works. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyrights are “works made for hire” as that term is defined in the United States Copyright Act (17 USCA § 101). I hereby irrevocably and unconditionally waive all so-called ‘moral rights’ that vest in me (whether before, on or after the date hereof) in connection with my authorship of any copyright works in the course of my employment with the Company, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right of integrity (i.e., not to have any such works subjected to derogatory treatment).

11. Disclosure of Inventions and Works. I hereby agree promptly to disclose and describe to the Company, all works of authorship (including those referred to in Paragraph 8 above), Inventions and all associated intellectual property which I may solely or jointly discover, conceive, develop or reduce to practice during the period of my employment with the Company (a) which relate at the time of conception or reduction to practice of the invention to the Company's business or actual or demonstrably anticipated research or development, or (b) which were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or trade secret information, or (c) which resulted from any work I performed for the Company (“Company Inventions”).

12. Ownership of Company Inventions. During the period of my employment, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Company Inventions. I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in and to all Company Inventions.

13. Future Inventions. I recognize that Inventions or Proprietary Information relating to my activities while working for the Company and conceived or made by me, alone or with others, within six (6) months after termination of my employment may have been conceived in significant part while employed by the Company. Accordingly, I agree that such Inventions and Proprietary Information shall be presumed to have been conceived during my employment with the Company and are to be assigned to the Company unless and until I have established the contrary.

14. Cooperation in Perfecting Rights to Inventions.

I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions belonging to, or hereby licensed or assigned to the Company. Such acts may include, but are not limited to, verification and execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, design rights, registered designs, trademarks, copyrights, maskworks or other legal proceedings.

In the event that the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, design rights, registered designs, trademarks, copyright, maskwork or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights in any Company Inventions.

15. Sole Discretion of the Company. I acknowledge that the Company will decide, in its sole discretion, when and whether to apply for patent, registered design or other protection in respect of the Company Inventions, and reserves the right to hold any of the Company Inventions as a secret process.

16. Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification. However, I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment and for six (6) months thereafter, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of the Company. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any proprietary information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

17. No Solicitation; Non-Interference. During the term of my employment with the Company and for a period of one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of the Company to terminate their employment with the Company. During the term of my employment with the Company and thereafter I will not disrupt, damage, impair or interfere with the business of the Company, whether by

way of interfering with or raiding its employees, disrupting its relationships with customers, agents, vendors, distributors or representatives, or otherwise.

18. No Improper Use of Materials. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

19. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

20. Return of Company Property. When I leave the employ of the Company or at the request of the Company at any time before termination, I will deliver to the Company all Company property and equipment, and written and tangible materials in my possession incorporating the Proprietary Information, Third Party Information or otherwise relating to the Company's business. I understand that written and tangible materials include, but is not limited to, documents, documents, manuals, files, e-mails, computer print-outs, specifications, devices, drawings, software, disks, and any other medium for storing information, together with all copies, drafts, reproductions, notes, memoranda, extracts or summaries (however made). I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement for technical and management personnel.

21. Non-Disparagement. During my employment with the Company, and for a period of one year thereafter, I will not make any critical or disparaging statements about the Company, or any of its products, employees or services, unless such statements are made truthfully in response to a subpoena or other compulsory legal process.

22. Legal and Equitable Remedies. Because my obligations hereunder are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that such party may have for a breach of this Agreement.

23. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing. Notices to the employee shall be sent to any address in the Company's records or such other address as the employee may specify in writing. Notices to the Company shall be sent to the Company's Human Resources Department or to such other address as the Company may specify in writing.

24. General Provisions.

a. Governing Law. This Agreement shall be effective as of the commencement of my employment by Company, and shall be governed and construed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

b. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

c. Severability. If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

d. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.

e. Captions. The captions or headings in this Agreement are for convenience only and are not construed as limiting or defining the scope or effect of any provisions of this Agreement.

f. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

g. Inter-Company Assignment. I expressly consent to be bound by the provisions hereof for the benefit of the Company or any subsidiary or affiliate thereof to whose employ I may be transferred without the necessity that this Agreement be reassigned at the time of such transfer.

h. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement

This Agreement shall be effective as of the date written below.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A AND INITIALLED EXHIBIT B TO THIS AGREEMENT.

Company:

EMPLOYEE:

Immersion Corporation.

By: _____

By: _____

Title: _____

Printed Name: _____

Dated: _____

Dated: _____

Exhibit A

PRIOR INVENTIONS

Exhibit B

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company'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 Company's business, or actual or demonstrably anticipated research or development of the Company; or
- (2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: _____

(Printed Name of Employee)

Date: _____