

FORM PTO-1595
1-31-92

RECORDATION FORM COV

03-08-2000

COMMERCE
emark Office

PATENTS OF
RECEIVED



101284047

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Edward C. Chen and Mark S. Grossman

Additional name(s) of conveying party(ies) attached?

Yes _____ No X

3. Nature of conveyance:

X Assignment

_____ Merger

_____ Security Agreement

_____ Change of Name

_____ Other _____

Execution Date: August 13, 1999 and July 22, 1999

2. Name and address of receiving party(ies):

Name: Silicon Graphics, Inc.

Internal Address: _____

Street Address: _____

2011 N. Shoreline Boulevard

City: Mountain View State: CA ZIP: 94039-7311

Additional name(s) & address(es) attached? _____ Yes X No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application the execution date of the application is: _____

A. Patent Application No.(s)

09/294,546

B. Patent No.(s)

Additional numbers attached? _____ Yes _____ X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas M. Coester, Esq.

Internal Address: _____

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ _____

_____ Enclosed

X Authorized to be charged to deposit account

8. Deposit account number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

03/07/2000 DNGUYEN 00000278 022666 09294546

DO NOT USE THIS SPACE

01 FC:581

40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas M. Coester, Reg. No. 39,637

Name of Person Signing, Reg. No.

Thomas Coester
Signature

January 25, 2000

Date

Total number of pages including cover sheet: 11

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to :
U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy, Suite 320, Washington, D.C.
20231 on: January 25, 2000

Kelly Reeves

1/25/2000
Date

Attny Dkt No. 079083.P051

Document ID No.: 101130433

PATENT
REEL: 010588 FRAME: 0114

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned, Edward C. Chen, Mark S. Grossman,
Chi-Shung Wang, John S. Montrym, and Mark M. Leather

Hereby sell, assign, and transfer to: Silicon Graphics, Inc.
a corporation of Delaware, having a principal place of business at: 2011 N.
Shoreline Boulevard, Mountain View, California 94039-7311 ("Assignee")
its successors, assigns and legal representatives, the entire right, title and interest for the United States and
all foreign countries, in and to any and all improvements which are disclosed in the application for
United States Letters Patent,

☐ which has been executed by the undersigned concurrently herewith,

☒ which was filed April 19, 1999 and assigned Serial No. 09/294,546

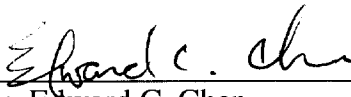
and is entitled: COMBINED FLOATING-POINT LOGIC CORE AND FRAME BUFFER

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other
applications for Letters Patent which have been or shall be filed in the United States and all foreign
countries on any of said improvements; and in and to all original and reissued patents which have been or
shall be issued in the United States and all foreign countries on said improvements; and in and to all rights
of priority resulting from the filing of said United States application;

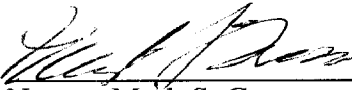
Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own
name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors,
assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the
undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent
applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney
and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts
known to the undersigned relating to said improvements and the history thereof; and generally do
everything possible which said Assignee, its successors, assigns or representatives shall consider
desirable for aiding in securing and maintaining proper patent protection for said improvements and for
vesting title to said improvements and all applications for patents and all patents on said improvements, in
said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment,
grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been
made to others by the undersigned, and that full right to convey the same as herein expressed is possessed
by the undersigned.

Date: 8/13/99


Name: Edward C. Chen

Date: 22 JUL 99


Name: Mark S. Grossman

Date: _____

Name: Chi-Shung Wang

Date: _____

Name: John S. Montrym

Date: _____

Name: Mark M. Leather



CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment with Silicon Graphics, Inc. (SGI) and the compensation paid to me, I understand and agree to the following:

1. Confidential Information

I agree at all times, during and following employment with SGI, to hold in strictest confidence any confidential information of the company. I will use such information only for the benefit of SGI and will not disclose it to any person or entity without prior authorization from a company officer. I understand this includes, but is not limited to, any proprietary information, technical data, trade secrets or know-how, customer, product or organizational information.

I agree also not to disclose, nor bring on the premises of SGI, confidential information of any former employer, person or entity which I have an agreement or duty to keep in confidence.

I further agree to keep confidential any third-party information provided to SGI and use it only as necessary related to my work and consistent with SGI's agreement for its purpose and use.

2. Inventions and Original Works

A. Prior Inventions: All inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with SGI (collectively referred to as "prior inventions") are listed and described on the reverse side of this agreement. If not listed, I represent there are no prior inventions.

If I incorporate in an SGI product, process or machine a prior invention owned by me or in which I have an interest, SGI is granted a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, use, license and sell such prior invention as part of or in connection with such product, process or machine.

B. Assignment of Inventions: I agree to assign to SGI or its designee, all rights, title, and interest in and to any inventions, original works of authorship, developments, concepts, improvements, or trade secrets (collectively called "inventions") whether or not patentable or registrable under patent, copy-right or similar laws, which I may solely or jointly conceive or develop or reduce to practice during my employment with SGI. I further acknowledge and agree that all original works of authorship made by me, solely or jointly with others, which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. I agree to waive any and all "moral rights" which I may have in such inventions, and to assign all such "moral rights" to SGI.

C. Maintenance of Records: I agree to keep and maintain adequate and current written records of all inventions made by me (solely or jointly with others) during the term of my employment with SGI. The records will be available to and remain the sole property of SGI at all times.

D. Obtaining Patents and Copyright Registrations: I agree to assist in securing SGI's rights in inventions and any related copyrights, patents, mask work rights or other intellectual property rights in any and all countries, and disclose to SGI all pertinent information and data with respect to those rights, and execute all applications, specifications, oaths, assignments, and any other instruments necessary for SGI to apply for and obtain copyrights, patents and/or mask work rights or to assign and convey to SGI, its successors, assigns and nominees the sole and exclusive rights, title, and interest in and to such inventions and any related copyrights, patents, mask work rights or other intellectual property rights.

This obligation shall continue after termination of my employment with SGI when it is in my power to do so, and if SGI is unable to secure my signature to pursue applications covering inventions or original works of authorship assigned to SGI as described above, then I hereby irrevocably designate and appoint SGI and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file such applications.

E. Exception to Assignments: I understand that the provisions of this agreement do not apply to any invention which qualifies fully to be excluded pursuant to the provisions of California Labor Code Section 2870 (refer to reverse side). I will advise SGI promptly in writing of any inventions I believe meet such criteria and have not been previously disclosed, with all evidence necessary to substantiate that belief. I understand that SGI will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed to SGI relating to such excluded inventions.

3. Conflicting Employment

During my employment with SGI, I will not engage in any employment, occupation, consulting or other business activity directly related to the business in which SGI is involved, nor will I engage in any other activities that conflict with my obligations to SGI.

4. Returning Company Documents

Upon termination of my employment with SGI, I agree to deliver to SGI (and not keep in my possession or deliver to any one else) any and all equipment, devices, drawings, reports and other written materials, documents or property, and reproductions of all such items belonging to or prepared by me during the course of my employment by SGI, its successors or assigns. I agree also to comply with all other employment termination procedures in effect at the time of departure.

5. At-Will Employment

I understand and acknowledge that my employment with SGI is for an unspecified duration and constitutes "At-Will" employment. The employment relationship may be terminated at any time, with or without cause, at the option either of SGI or myself, with or without notice.

6. Equitable Relief

I agree it would be impossible or inadequate to measure and calculate SGI's damages from any breach of the covenants set forth herein. I agree therefore that SGI will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this agreement. I agree no bond or security shall be required in obtaining such equitable relief and I consent to the issuing of such injunction and the ordering of specific performance.

7. General Provisions

No modification 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 changes in my duties, salary or compensation will not affect the validity or scope of this agreement.

If one or more of the provisions in this agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

This agreement will be binding upon my heirs, executors, administrators and other legal representatives, and will be for the benefit of SGI, its successors, and its assigns.

This agreement will be governed by and construed in accordance with the laws of the State of California.

Signature Mark Lett (MARK LEATHER)

Date 3/28/90

(Over)



TITLE

A META-INTERFACE FOR GRAPHICS SOFTWARE.

DATE _____

4/89

IDENTIFYING NUMBER OR DESCRIPTION

THE IDEA RELATES TO
ADDING A LEVEL OF
ABSTRACTION TO THE
USER INTERFACE FOR
CERTAIN TYPES OF
APPLICATION SOFTWARE —
SPECIFICALLY DESKTOP
PUBLISHING. THIS WOULD
ALLOW THE TOOLS THAT
CREATE GRAPHIC OBJECTS
TO BE CONSTRUCTED USING
THE SAME TECHNIQUES AS
THE OBJECTS THEMSELVES.

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



CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment with Silicon Graphics, Inc. (SGI) and the compensation paid to me, I understand and agree to the following:

1. Confidential Information

I agree at all times, during and following employment with SGI, to hold in strictest confidence any confidential information of the company. I will use such information only for the benefit of SGI and will not disclose it to any person or entity without prior authorization from a company officer. I understand this includes, but is not limited to, any proprietary information, technical data, trade secrets or know-how, customer, product or organizational information.

I agree also not to disclose, nor bring on the premises of SGI, confidential information of any former employer, person or entity which I have an agreement or duty to keep in confidence.

I further agree to keep confidential any third-party information provided to SGI and use it only as necessary related to my work and consistent with SGI's agreement for its purpose and use.

2. Inventions and Original Works

A. Prior Inventions: All inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with SGI (collectively referred to as "prior inventions") are listed and described on the reverse side of this agreement. If not listed, I represent there are no prior inventions.

If I incorporate in an SGI product, process or machine a prior invention owned by me or in which I have an interest, SGI is granted a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, use, license and sell such prior invention as part of or in connection with such product, process or machine.

B. Assignment of Inventions: I agree to assign to SGI or its designee, all rights, title, and interest in and to any inventions, original works of authorship, developments, concepts, improvements, or trade secrets (collectively called "inventions") whether or not patentable or registrable under patent, copy-right or similar laws, which I may solely or jointly conceive or develop or reduce to practice during my employment with SGI. I further acknowledge and agree that all original works of authorship made by me, solely or jointly with others, which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. I agree to waive any and all "moral rights" which I may have in such inventions, and to assign all such "moral rights" to SGI.

C. Maintenance of Records: I agree to keep and maintain adequate and current written records of all inventions made by me (solely or jointly with others) during the term of my employment with SGI. The records will be available to and remain the sole property of SGI at all times.

D. Obtaining Patents and Copyright Registrations: I agree to assist in securing SGI's rights in inventions and any related copyrights, patents, mask work rights or other intellectual property rights in any and all countries, and disclose to SGI all pertinent information and data with respect to those rights, and execute all applications, specifications, oaths, assignments, and any other instruments necessary for SGI to apply for and obtain copyrights, patents and/or mask work rights or to assign and convey to SGI, its successors, assigns and nominees the sole and exclusive rights, title, and interest in and to such inventions and any related copyrights, patents, mask work rights or other intellectual property rights.

This obligation shall continue after termination of my employment with SGI when it is in my power to do so, and if SGI is unable to secure my signature to pursue applications covering inventions or original works of authorship assigned to SGI as described above, then I hereby irrevocably designate and appoint SGI and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file such applications.

E. Exception to Assignments: I understand that the provisions of this agreement do not apply to any invention which qualifies fully to be excluded pursuant to the provisions of California Labor Code Section 2870 (refer to reverse side). I will advise SGI promptly in writing of any inventions I believe meet such criteria and have not been previously disclosed, with all evidence necessary to substantiate that belief. I understand that SGI will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed to SGI relating to such excluded inventions.

3. Conflicting Employment

During my employment with SGI, I will not engage in any employment, occupation, consulting or other business activity directly related to the business in which SGI is involved, nor will I engage in any other activities that conflict with my obligations to SGI.

4. Returning Company Documents

Upon termination of my employment with SGI, I agree to deliver to SGI (and not keep in my possession or deliver to any one else) any and all equipment, devices, drawings, reports and other written materials, documents or property, and reproductions of all such items belonging to or prepared by me during the course of my employment by SGI, its successors or assigns. I agree also to comply with all other employment termination procedures in effect at the time of departure.

5. At-Will Employment

I understand and acknowledge that my employment with SGI is for an unspecified duration and constitutes "At-Will" employment. The employment relationship may be terminated at any time, with or without cause, at the option either of SGI or myself, with or without notice.

6. Equitable Relief

I agree it would be impossible or inadequate to measure and calculate SGI's damages from any breach of the covenants set forth herein. I agree therefore that SGI will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this agreement. I agree no bond or security shall be required in obtaining such equitable relief and I consent to the issuing of such injunction and the ordering of specific performance.

7. General Provisions

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 changes in my duties, salary or compensation will not affect the validity or scope of this agreement.

If one or more of the provisions in this agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

This agreement will be binding upon my heirs, executors, administrators and other legal representatives, and will be for the benefit of SGI, its successors, and its assigns.

This agreement will be governed by and construed in accordance with the laws of the State of California.

Signature

Date

(Over)

[illegible]

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.
- 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 be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.