

REC

03-09-2001

SHEET



To the Honorable Commissioner of

101630595

and original documents or copy thereof.

1. Name of conveying party(ies)

Timothy C. Fischer

2. Name and address of receiving party(ies)

Name: Digital Equipment Corporation

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Employment Agreement

Street Address: 20555 State Highway 249, MS110701

City: Houston

State: Texas

ZIP: 77070

Execution Date: 7/31/89

Additional name(s) & address(es) attached? ☐ Yes ☒ 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)

09/465,689

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mary Lou Wakimura, Esq.

Internal Address: \_\_\_\_\_

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington

State: MA

ZIP: 02421-4799

6. Total number of applications and patents involved: [ 1 ]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00

☒ Enclosed

☒ Authorized to charge any deficiencies or credit any overpayment to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

08-0380

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

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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.*

Gerald M. Bluhm

Name of Person Signing

Gerald M. Bluhm (44,035)

Signature

2/2/91

Date

Total number of pages including cover sheet, attachments, and document: [3]

03/07/2001 GT0N11 00000200 09465689

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40.00

PATENT  
REEL: 011555 FRAME: 0340



## EMPLOYEE AGREEMENT

In consideration of my employment by Digital Equipment Corporation (DIGITAL), its successors and assigns, a Massachusetts corporation, I hereby agree as follows:

1. I will make full and prompt disclosure to DIGITAL of all inventions, improvements, modifications, discoveries, methods and developments (all of which are collectively termed "developments" hereinafter), whether patentable or not, made or conceived by me or under my direction during my employment, whether or not made or conceived during normal working hours or on the premises of DIGITAL.
2. Upon request by DIGITAL, I agree to assign to DIGITAL all developments covered by Paragraph 1 and any patents or patent applications covering such developments and to execute and deliver such assignments, patents and applications, and other documents as DIGITAL may direct and to fully cooperate with DIGITAL to enable DIGITAL to secure and patent or otherwise protect such developments in any and all countries. However, this Paragraph 2 shall not apply to developments which do not relate to the actual or anticipated business or research and development of DIGITAL or its subsidiary or affiliated corporations, provided that such developments are made or conceived by me entirely during other than DIGITAL working hours, and not on DIGITAL's premises and not with the use of DIGITAL's equipment, supplies, facilities, tools, devices or trade secret information.
3. I hereby represent that, to the best of my knowledge, I have no present obligation to assign to any former employer or any other person, corporation or firm, any developments covered by Paragraph 2. I also represent that, to the best of my knowledge, there is no legal prohibition including but not limited to an agreement with any former employer that might prevent me from performing my duties of employment with DIGITAL.
4. I will also assign to DIGITAL any and all copyrights and reproduction rights to any material prepared by me in connection with my employment.
5. I will not disclose to DIGITAL, or induce DIGITAL to use, any confidential information of other persons, corporations or firms, including my former employers (if any).
6. During the course of employment by DIGITAL, I may learn of DIGITAL's confidential information or confidential information entrusted to DIGITAL by other persons, corporations or firms. DIGITAL's confidential information includes matters not generally known outside DIGITAL, such as developments relating to existing and future products and services marketed or used by DIGITAL and also data relating to the general business operations of DIGITAL (e.g., concerning sales, costs, profits, organizations, customer lists, pricing methods, etc.). I agree not to disclose any confidential information of DIGITAL or of such other persons, corporations or firms to others or to make use of it, except on DIGITAL's behalf, whether or not such information is produced by my own efforts. Also, I may learn of developments, ways of business, etc., which in themselves are generally known but whose use by DIGITAL is not generally known, and I agree not to disclose to others such use, whether or not such use is due to my own efforts.

7. At the time I begin my employment and during the term of my employment by DIGITAL, I will not engage in or become employed by or act on behalf of any other person, corporation or firm which is engaged in any business or activity similar to or competitive with that of DIGITAL, unless such employment has been approved by DIGITAL in writing and signed by an appropriate personnel manager of DIGITAL.
8. In the event that my employment is transferred by DIGITAL to a subsidiary or affiliated company (as the case may be), my employment by such company will, for the purposes of this agreement, be considered as continued employment by DIGITAL, unless and until I execute an agreement, substantially similar in substance to this agreement, then in force in any such company for which I become employed.
9. I hereby give DIGITAL permission to use photographs of me, either during or after my employment, with or without using my name, for whatever purposes it deems necessary.
10. Upon termination of my employment, unless my employment is transferred to a subsidiary or affiliated company of DIGITAL, I agree to leave with DIGITAL all records, drawings, notebooks and other documents pertaining to DIGITAL's confidential information, whether prepared by me or others, and also any equipment, tools or other devices in my possession which are owned by DIGITAL.
11. My obligations under this agreement shall survive the termination of my employment regardless of the manner of such termination, and shall be binding upon my heirs, executors and administrators.

WITNESS MY HAND AND SEAL

Signature

*Jim Fracker*

(Seal)

Date

*7/31/89*

WITNESS

*Diene Mangen*  
*C.R. H.*