

FINANCE SECTION

Form **PTO-1595** (Rev. 03/01) **RECORD**  **102082523** **DEPARTMENT OF COMMERCE**
 OMB No. 0651-0027 (exp. 5/31/2002) **P** **S. Patent and Trademark Office**
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Western Digital Corporation 4-26-02</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: WESTERN DIGITAL VENTURES, INC. Internal Address: _____ Street Address: 20511 LAKE FOREST DRIVE City: LAKE FOREST State: CA Zip: 92630</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Proof of Western Digital Ventures, Inc.'s Ownership Interest In Employee Invention Execution Date: 04/06/2001</p>	

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: _____

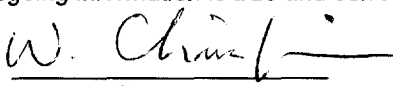
<p>A. Patent Application No.(s) 09/675,850 filed on 09/28/2000</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: WON TAE C. KIM, REG. 40,457 Internal Address: _____ WESTERN DIGITAL TECHNOLOGIES, INC. INTELLECTUAL PROPERTY DEPT. - C2 Street Address: 20511 LAKE FOREST DRIVE City: LAKE FOREST State: CA Zip: 92630</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 23-1209 (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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.

WON TAE C. KIM, REG. 40,457  **4/19/02**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **10**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/07/2002 GTON11 00000239 231209 09675850

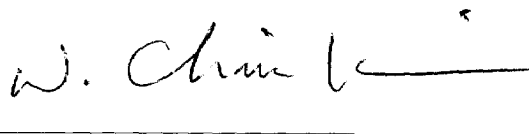
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Please find enclosed a copy of:

- a) an "Employee Invention and Confidentiality Agreement" signed by Andy Hospodor on June 1, 1999, which includes terms and conditions for assigning employee inventions to Western Digital Corporation; and
- b) an assignment of this patent application from Western Digital Corporation to Western Digital Ventures, Inc. on April 6, 2001.

Respectfully submitted,

By:



W. Chris Kim, Esq.
Registration No. 40,457

On this 1ST day of JUNE, year 1999, I, Andy Hespood enter into this EMPLOYEE INVENTION AND CONFIDENTIALITY AGREEMENT (this "Agreement") with WESTERN DIGITAL CORPORATION, a Delaware corporation ("WDC").

In consideration of my employment or continued employment by WDC, and for other good and valuable consideration, the receipt of which is hereby acknowledged, I agree with WDC as follows

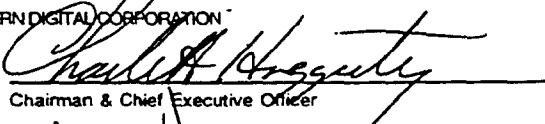
1. **Inventions: Ownership and Disclosure.** I acknowledge that WDC's rights under California Labor Code Sec. 2860 include any intellectual property right that arises from any inventive act (including an act of conception and of reduction to practice) I perform by virtue of my employment, and that such intellectual property right shall initially vest in WDC. If during my employment I acquire any intellectual property right to any invention (other than an invention subject to the exclusion referred to in paragraph 2 below), I shall assign to WDC all such intellectual property rights. The inventions WDC shall own under this paragraph include, but are not limited to, every invention I conceive or reduce to practice during my employment (whether or not during regular working hours) that may be embodied in, or used in the making or operation of WDC's current or future products. I shall promptly and fully disclose every invention WDC shall own under this paragraph to my supervisor or such other official as WDC may designate for such purpose.
2. **Exclusion.** I retain my rights under California Labor Code Sec. 2870, and nothing in this Agreement requires me to assign to WDC my rights to any invention which is: a) unrelated to WDC's business; b) unrelated to WDC's actual or demonstrably anticipated research or development; c) developed on my own time; and d) developed without using WDC's equipment, supplies, facilities, or trade secrets.
3. **Previously Conceived Inventions.** I do not claim any intellectual property right in any previously conceived invention except as may be set forth on an exhibit hereto which an authorized WDC representative acknowledges on the face thereof to be a part of this Agreement.
4. **Works of Authorship.** I acknowledge that every work of authorship I prepare within the scope of my employment shall constitute a work for hire, and WDC shall be the author and own the copyright. As to every work of authorship I prepare for or at the request of WDC, on a basis other than work for hire, I shall assign to WDC all of my interest in every such work, the copyright therein, every registration thereon, and all renewal or termination rights therein.
5. **Further Assistance.** I shall execute every lawful document that WDC requests me to execute (whether or not during my employment) in connection with the protection of WDC's intellectual property rights. Such lawful documents include, but are not limited to, declarations and assignments including declarations of inventorship for filing and prosecuting patent applications on inventions WDC shall own under paragraph 1 hereof, assignments to show title to such inventions and patent applications in WDC or WDC's designee, and assignments to show title to works of authorship and applications for copyright registration WDC shall own under paragraph 4 hereof. I shall give such further assistance, including but not limited to information and testimony pursuant to WDC's request (whether or not during my employment but if thereafter for reasonable compensation for my time) in connection with its defense, assertion, or protection of WDC's intellectual property rights. WDC shall reimburse me for reasonable out-of-pocket expenses I necessarily incur while giving such further assistance.
6. **Confidentiality.** "Confidential Information" includes, but is not limited to, (a) copyrighted materials, (b) patented materials, (c) lists of WDC's past, present or prospective customers, suppliers or employees, (d) costs of materials, manufacturing techniques, component parts or other systems used in WDC's business, (e) compensation paid to employees and other terms of employment, or (f) any other information of, about, or concerning the business of WDC, or its manner of operation, or other data of any kind, nature, or description which is maintained as a trade secret or on a confidential basis. You will not, at any time, whether during or subsequent to the term of your employment with WDC in any fashion, form or manner, unless specifically consented to in writing by WDC, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or entity or corporation, in any manner whatsoever, any Confidential Information of any kind, nature or description concerning any matters affecting or relating to the business of WDC. The Confidential Information is important material and represents confidential trade secrets, proprietary information and confidential business information of WDC and affects the successful conduct of WDC's business and its goodwill. Any breach of any term of this paragraph is a material breach of this Agreement.
7. **Previously incurred obligations.** I hereby certify that I have no previously incurred obligation that conflicts with any of my obligations to WDC. For example, I am not obliged to any previous employer to assign any invention that WDC shall own under paragraph 1 hereof. I understand that WDC wants to comply with every obligation

- gation I have previously incurred to keep in trust and preserve in confidence any trade secret owned by any third party including but not limited to a previous employer, and I shall not disclose to WDC nor use for WDC's benefit any such trade secret in violation of any such previously incurred obligation.
8. **At-Will Employment.** I understand that my employment with WDC is at-will. Nothing in this Agreement shall diminish or restrict either my right to resign from employment, or WDC's right to discharge me at any time, with or without good cause and with or without written notice.
9. **Return of Documents.** All equipment, notebooks, documents, memoranda, report files, samples, books, correspondence, lists, programs, documentation, and/or other related materials produced as a result of my employment by WDC, copyrights and patents relating from any work done by me during the term of my employment, other written or graphic records, and like, affecting or relating to the business of WDC, which I prepare, use, construct, observe, possess, or control, shall be and remain WDC's sole property. In the event of termination of employment with WDC, I agree to deliver promptly to WDC all of the foregoing which are then or have been in my possession or under my control, to purge all such information from any electronic media in my possession, and not retain any copies.
10. **Non-Solicitation.** During my employment and for a period of one (1) year following termination of my employment, I shall not (whether by myself or in active concert with anyone else) solicit the employment of any person from WDC, whether such person is an employee, a consultant, or an independent contractor.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties.
12. **Severability.** If any provision herein shall be held to be invalid or unenforceable, such provision shall, to the extent of such invalidity or unenforceability, be severed, but without affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
14. **Enforcement.** I agree that any breach by me of paragraphs 1, 4, 5, 6, 9, or 10 could not adequately be compensated by money damages in an action by law, and thus WDC shall be entitled to immediate injunctive relief, before any appropriate court of law, to enforce the terms thereof. No remedy conferred by any of the specific provisions of this Agreement is intended to be the exclusive of any other remedy at law, and the election of one or more remedies by WDC will not constitute a waiver of its right to pursue other available remedies.
15. **Continuing Obligations.** My obligations under this Agreement will continue in effect beyond my employment with WDC, and the obligations will be binding on my assigns, heirs, executors, administrators, and other legal representatives.
16. **No Waiver.** A waiver of any condition or term in this Agreement will not be construed to have any effect on the remaining terms or conditions, nor will it be construed as a waiver of any future condition or term.
17. **Amendments.** This Agreement may be amended, modified, or superseded only by a written document executed by both parties hereto.

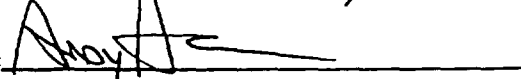
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first written above.

WESTERN DIGITAL CORPORATION

By:


 Chairman & Chief Executive Officer

Employee:



California Labor Code Section 2860 (1996)

Sec. 2860. Ownership of things acquired by virtue of employment

Everything which an employee acquires by virtue of his employment, except the compensation which is due to him from his employer, belongs to the employer, whether acquired lawfully or unlawfully, or during or after the expiration of the term of his employment.

California Labor Code Section 2870 (1996)

Sec. 2870. Employment agreements; assignments of rights

(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; or

(2) Result from any work performed by the employee for the employer.

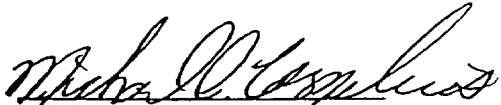
(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Assignment

Western Digital Ventures, Inc. ("Assignee") desires to acquire the entire right, title, and interest in and to the United States Patent Applications and Patents identified in the attached report titled WDV ISSUED AND PENDING PATENTS, dated April 6, 2001 ("Applications").

For good and valuable consideration, the receipt of which is hereby acknowledged, Western Digital Corporation ("Assignor") hereby acknowledges that to the extent Assignor owns the rights, titles, and interests in and to the Applications as of 9:00 a.m. on this date April 6, 2001, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assignees, the rights, titles, and interests throughout the world in, to and under the Applications and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereof and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for the Applications in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for the Applications to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Western Digital Corporation



Michael A. Cornelius
Vice President, Law & Administration

WDV ISSUED AND PENDING PATENTS

K35:	Patent #	Serial #:	Filing Date	Issue Date	Title	SBU	Assignee	No.
A0536		09262952	3/4/1999					
A0537		09270041	3/16/1999					
A0534		09282500	3/31/1999					
A0528		09283931	4/1/1999					
A0525		09286501	4/5/1999					
A0535		09/300,179	4/27/1999					
A0521		09309486	5/10/1999					
A0533		09328878	6/9/1999					
A0542		09397152	9/15/1999					
A0560		09410361	9/30/1999					
A0576		09477107	12/31/1999					
A0580		09493754	1/28/2000					
A0581		09507121	2/17/2000					

K35: Patent # Serial #: Filing Date Issue Date Title SBU Assignee No.

A0561 09515275 2/29/2000

A0587 09539513 3/30/2000

A0586 09539514 3/30/2000

A0569 09542954 3/31/2000

A0603 09557040 4/21/2000

A0543 09585804 5/31/2000

A0632 09608102 6/30/2000

A0631 09608103 6/30/2000

A0617 09618767 7/18/2000

A0635 09630256 7/31/2000

A0649 09628581 7/31/2000

K35:	Patent #	Serial #:	Filing Date	Issue Date	Title	SBU	Assignee	No.
A0648		09628582	7/31/2000					
A0647		09628893	7/31/2000					
A0638		09630069	7/31/2000					
A0552		09652860	8/31/2000					
A0651		09659158	9/11/2000					
A0654		09660002	9/11/2000					
A0652		09675850	9/28/2000					
A0653		09678177	9/28/2000					
A0689		09/728,624	11/30/2000					
A0677		09/728,634	11/30/2000					
A0815		01/051,85	2/16/2001					

K35:	Patent #	Serial #:	Filing Date	Issue Date	Title	SBU	Assignee	No.
A0871		09/848,797	5/4/2001					
A0870		09/863,572	5/23/2001					
A0897		09/863,194	5/23/2001					
A0644	5,438,573	252052	6/1/1994	8/1/1995				
A0643	5,471,478	401942	3/10/1995	11/28/1995				
A0642	5,806,070	931193	9/16/1997	9/8/1998				
A0530	6,049,973	09290459	4/12/1999	4/18/2000				
A0641	6,081,447	09262813	3/5/1999	6/27/2000				