



MSFT-1184/191810.1

102345972

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

1. Name of conveying party(ies): 1-23-03Shinya Matsuoka March 6, 1995  
First Assignor Date of Execution

Second Assignor Date of Execution

Third Assignor Date of Execution

Fourth Assignor Date of Execution

Fifth Assignor Date of Execution

Sixth Assignor Date of Execution

Additional name(s) of conveying party(ies) attached?  YES  NO

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

Name: **Silicon Graphics, Inc.**Street Address: **1600 Amphitheatre Parkway**City: **Mountain View**State **California** ZIP **94043-1351**Additional name(s) & address attached?  YES  NO

3. Nature of Conveyance (check only one):

- |  |  |
|--|--|
| <input type="checkbox"/> New Assignment    | <input type="checkbox"/> Merger  |
| <input type="checkbox"/> License Agreement | <input type="checkbox"/> Security Agreement                            |
| <input type="checkbox"/> Change of Name    | <input checked="" type="checkbox"/> Other: <b>Employment Agreement</b> |

Cross-reference of Assignment filed in United States Application No. / , recorded on at Reel No. and Frame No.

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:

Patent Nos.:

09/519,309, filed March 6, 2000

Date application was signed by the first named executing inventor

(Fill-in this date only if assignment is filed together with a new application)

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

Name: **Raymond N. Scott, Jr.**  
**WOODCOCK WASHBURN LLP**  
**One Liberty Place - 46th Floor**  
**Philadelphia, Pennsylvania 19103-7301**  
**215-568-3100**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- |   |
|---|
| <input checked="" type="checkbox"/> Enclosed  |
| <input type="checkbox"/> Authorized to be charged to Deposit Account Number 23-3050 |

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

01/23/2003 DBYRNE 00000270 09519309

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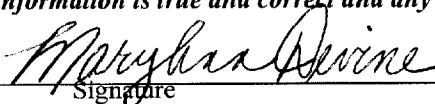
DO NOT USE THIS SPACE

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.*

MaryAnn Devine

Name of Person Signing/Reg. No.

  
 Signature

1/16/03

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

PATENT

REEL: 013676 FRAME: 0213

MAY 29 '92 09:06AM SGT LOCATION CNTR  
Employee Name: Madhuika Shinya

P.27

## 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 strict 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, partner or entity which I have and 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 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, copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice during my employment with SGI. I further state 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 acquiring SGI's rights in inventions and any related copyrights, patents, mask work rights, or other intellectual property rights in any and all countries, and to disclose to SGI all pertinent information and data with respect to those rights and execute all applications, specifications, claims, assignments, and any other instruments necessary (or 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 to be excluded pursuant to the provisions of California Labor Code Section 2870 (refer to me).

sheet). 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 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 and 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

3/6/95

Date

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