

1-27-03  
IN THE UNITED STATES PAT

01-29-2003  
102350591  
MARK OFFICE

PATENT

In Re the Application of:

McEWEN et al.

Serial No.: 10/251,362

Filed: 09/20/2002


Atty. Docket No.: Q01-1086-US1

For: "FLEXIBLE PARTIAL RESPONSE  
TARGETS FOR DATA  
DETECTORS"

Group Art Unit: 2652

Examiner:

**RECORDATION OF ASSIGNMENT**

<p>CERTIFICATE OF MAILING</p> <p>I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO THE ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, DC 20231 ON THIS <u>20<sup>th</sup></u> DAY OF <u>JANUARY</u>, 2003.</p> <p style="text-align: center;"> Tonsina R. Krieger</p>
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**Box: Assignments**  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Peter McEwen

Bahjat Zafer

Pauline Bolte

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

Maxtor Corporation  
2452 Clover Basin Drive  
Longmont, CO 80503

OFFICE OF RECORDS  
2003 JAN 27 PM 4:16  
FINANCE SECTION

01/28/2003 ECOOPER 00000096 502198 10231362  
01 FC:0021 40.00 CH

3. Nature of Conveyance:

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

Execution Dates: Peter McEwen (See Employment Agreement)  
December 10, 2002 by Bahjat Zafer  
December 10, 2002 by Pauline Bolte

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): 10/251,362

B. Patent No.(s): None

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

Tejpal S. Hansra  
Hansra Patent Services  
4525 Glen Meadows Place  
Bellingham, WA 98226

6. Total number of applications and patents involved: 1

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

Enclosed

Any deficiency in payment of recording fee is authorized to be charged to Deposit Account.

Authorized to be charged to Deposit Account.

8. Deposit Account Number: 50-2198.

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.

Total number of pages including cover sheet: 10

Respectfully submitted,



Tejpal S. Hansra  
Tejpal S. Hansra  
Registration No. 38,172  
Hansra Patent Services  
3705 Canterbury Lane, #6  
Bellingham, WA 98225  
(360) 527-1400

Date: JAN. 20, 2003



PLEASE READ THE FOLLOWING CAREFULLY!

**THIS AGREEMENT CONCERNING PROPRIETARY INFORMATION AND INVENTIONS ("Agreement")  
SETS FORTH ADDITIONAL TERMS AND CONDITIONS OF YOUR EMPLOYMENT.**

Whereas, I understand that Maxtor Corporation is a Delaware corporation with a principal place of business at 510 Cottonwood Drive, Milpitas, California 95035 ("Maxtor") and that Maxtor is engaged in numerous fields of business and activities, including research and development in various existing and projected fields of Maxtor's business, to make discoveries and develop improvements, including patentable inventions; and development and implementation of new products and services; and extension of Maxtor's business into new fields; and

Whereas, during my employment with Maxtor, I understand that I will have access to confidential or proprietary information concerning one or more of Maxtor's businesses or activities, including research and development work, new product, and other service design and development material, market plans, and other confidential or proprietary information originating in Maxtor or disclosed to Maxtor by others under an agreement to hold such information in confidence; and that I may make discoveries, inventions, and improvements, which may or may not be patentable, or develop or improve products and services, or develop market plans, which relate to or are useful in the business or activities in which Maxtor is or may become engaged; and

Whereas, I understand that inventions, as the term is used in this Agreement, include without limit any new or useful art, discovery, contribution, finding, or improvement, whether or not patentable or otherwise protectable, and all related know-how, including without limit all designs, trademarks, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, or copyrightable or patentable or trademarkable ideas, symbols, works, marks, settings, or characterizations, including all rights to obtain, register, perfect, and enforce these proprietary interests;

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE CIRCUMSTANCES AND MY UNDERSTANDING OF THEM AND OF THE REASONS FOR THIS AGREEMENT AND IN CONSIDERATION OF MY EMPLOYMENT AND CONTINUING EMPLOYMENT BY MAXTOR,**

I, PETER A. McEWEN, agree  
(Name of Employee)

1. During and after my employment with Maxtor, I agree not to utilize any such information as described above for my own or others benefit or to disclose any such information to which I may have access to anyone outside Maxtor, unless otherwise authorized in writing by Maxtor.

or utilizing Maxtor confidential or proprietary information of the kind described herein, or is confidential information of Maxtor or any third person to which I may have had access during my employment.

2. Upon leaving the employment of Maxtor, I understand that I may use any skill gained from employment with Maxtor which is of a general nature and is not an invention, discovery, or improvement developed within the course and scope of my employment or based on

3. During and after my employment with Maxtor, I agree to disclose promptly in writing to Maxtor all inventions, improvements, and discoveries and other information of the kind described above, made, conceived, or reduced to practice by me, either solely or jointly with others, during my employment with Maxtor, whether or

AGREEMENT CONCERNING  
PROPRIETARY INFORMATION AND INVENTIONS

not during regular working hours, which relate to any subject matter with which my work with Maxtor is or may be concerned, or which relate to the business or activities carried on by Maxtor and to any reasonable expansion of such business and activities.

4. During and after my employment with Maxtor, I agree that all inventions, improvements, and discoveries and other information of the kind described above, are and shall remain the property of Maxtor, whether or not patent applications are filed thereon. I also agree to assign to Maxtor any such inventions, improvements, and discoveries which Maxtor may deem to be patentable inventions, whether or not such inventions were reduced to practice during the period of my employment, and to execute all patent applications, assignments, and other documents, and to provide all reasonable assistance, as may be necessary or requested, to vest in Maxtor the entire right, title and interest in and to such inventions and in and to any patents obtainable therefor in the United States and foreign countries. Maxtor shall assume the entire expense of preparing, filing, and prosecuting such applications for patents.

5. During and after my employment with Maxtor, I agree to assign to Maxtor any inventions, improvements, or discoveries conceived by me after I leave the employ of Maxtor if same are based on or utilize Maxtor confidential information of the kind described above, which I obtained or had access to while in the employ of Maxtor, and to assist Maxtor in preparing, filing and prosecuting patents for such inventions, improvements or discoveries in the manner described in above. In the event that I refuse, neglect or am unable to perform any act, including, but not limited to, executing any documents, relating to the assignment, preparation, filing, and prosecution of patents for such inventions, improvements or discoveries, I hereby appoint Maxtor's general counsel and/or Maxtor's corporate secretary to act as my attorney for the purpose of securing Maxtor's rights therein, including providing these appointed persons with full authority to execute any necessary documents on my behalf to effectuate the purposes of this paragraph.

6. During and after my employment with Maxtor, I agree that all writings, drawings, designs, or other creative renditions of works which are prepared or conceived by me, solely or jointly with others, in connection with Maxtor business or at Maxtor expense or in the course of my employment by Maxtor or that contain Maxtor proprietary business or technical information, including all copies of same, shall be disclosed to and be and become the property of Maxtor. All copyright, trademark and other proprietary rights that may exist or be available on any of

such matters shall be and become the sole property of Maxtor and I agree, upon request whenever made and at the expense of Maxtor but without additional compensation, to execute all papers and documents to otherwise assist and cooperate with Maxtor to secure and protect Maxtor rights therein.

7. I agree that upon termination of employment, whenever and for whatever reasons, I will surrender to Maxtor all information of the kind described above, in whatever form or medium, with any copies.

8. During the term of my employment with Maxtor and for a period of two (2) years thereafter, I agree that I will not solicit or encourage, or cause others to solicit or encourage, any employees of Maxtor to terminate their employment with Maxtor.

9. During my employment with Maxtor, I agree to refrain from engaging in any business or activity that is either competitive with, or places me in a conflict with the full, faithful, and efficient discharge of my employment duties.

10. All records, reports, notes, compilations, calendars, notebooks, or other recorded matter, and copies or reproductions thereof, relating to Maxtor's operations, activities, or business, made or received by me during the period of my employment with Maxtor are and shall be Maxtor's exclusive property, and I agree I will keep the same at all times in Maxtor's custody and subject to its control, and will surrender the same at or before the termination of my employment with Maxtor.

11. I agree that this agreement shall be binding upon me, my heirs, and my legal representatives and is binding upon and shall inure to the benefit of Maxtor, its successors and assigns.

12. I agree that this Agreement shall be governed and construed according to the laws of the State of California, without regard to its conflict of interest laws.

13. I agree that in the event of a breach of any of the provisions of this Agreement, Maxtor will suffer irreparable and permanent damages and injury for which monetary relief will not be adequate and, in addition to any and all rights, in law or in equity, that may be available to Maxtor, Maxtor shall be entitled to immediate injunctive relief without the need to post any bond or security in order to obtain same, and shall also be entitled to recover its reasonable attorney's fees in addition to any other damages.

AGREEMENT CONCERNING  
PROPRIETARY INFORMATION AND INVENTIONS

14. I agree that any failure of Maxtor at any time or times to require performance of any provision of this Agreement shall in no manner affect Maxtor's available remedies or right at a later time to enforce the same. No waiver by Maxtor of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise (in any one or more instances) shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or of any remedy or as a waiver of any other condition or as a breach of any other term, covenant, representation or warranty of this Agreement.

15. No person has made any promise or representation to me related to the subject matter of this Agreement, except for the promises and representations expressly written in this Agreement. I have not relied on any such promise or representation and I understand that Maxtor does not allow any person to make any such promise or representation.

16. I agree that this Agreement, together with its Attachment I, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and merges all prior or concurrent discussions between the parties and any and all prior or concurrent agreements concerning protection, ownership, and use of inventions, discoveries, improvements and other information of the kind described above between myself and Maxtor.

17. I AM HEREBY NOTIFIED THAT NO ASSIGNMENT TO MAXTOR IS REQUIRED FOR ANY INVENTION, DISCOVERIES,

IMPROVEMENTS OR INFORMATION OF THE KIND DESCRIBED ABOVE, FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITY, OR CONFIDENTIAL OR PROPRIETARY INFORMATION OF MAXTOR WAS USED AND WHICH WAS DEVELOPED ENTIRELY ON MY OWN TIME UNLESS (a.) THE INVENTION OR INFORMATION RELATES (i.) DIRECTLY TO THE BUSINESS OF MAXTOR, OR (ii.) TO MAXTOR'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH AND DEVELOPMENT, OR (b.) THE INVENTION INFORMATION RESULTS FROM ANY WORK PERFORMED BY ME FOR MAXTOR.

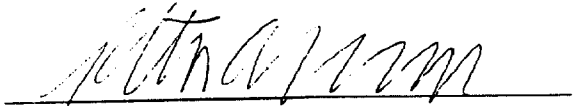
18. I AM FURTHER NOTIFIED THAT I SHALL NOT BE OBLIGATED TO ASSIGN TO MAXTOR ANY INVENTION, DISCOVERIES, IMPROVEMENTS OR INFORMATION OF THE KIND DESCRIBED ABOVE, WHICH RELATE TO OR WOULD BE USEFUL IN ANY BUSINESS OR ACTIVITY IN WHICH MAXTOR IS OR MAY BECOME ENGAGED WHICH WERE CONCEIVED, ACQUIRED OR REDUCED TO PRACTICE PRIOR TO MY EMPLOYMENT WITH MAXTOR PROVIDED THAT ALL SUCH INVENTIONS, PATENTED AND UNPATENTED, AND INFORMATION ARE LISTED AT THE INITIAL TIME OF MY EMPLOYMENT IN ATTACHMENT I TO THIS AGREEMENT.

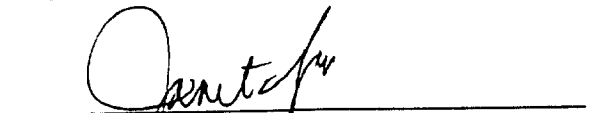
19. I have read and understood all of the provisions of this Agreement. I have had the opportunity to seek independent advice and counsel related to this Agreement.

20. Lastly, I agree that any violation of this Agreement while I am employed by Maxtor may be considered as grounds for disciplinary action up to and including termination of my employment and/or any legal action and/or equity proceeding to exercise Maxtor's rights and/or to secure Maxtor's remedies.

THIS AGREEMENT DOES NOT BIND EITHER PARTY TO ANY SPECIFIC PERIOD OF  
EMPLOYMENT; I UNDERSTAND THAT MY EMPLOYMENT BY MAXTOR IS AT WILL.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

  
\_\_\_\_\_  
Employee Signature

  
\_\_\_\_\_  
Witness

Accepted and Agreed to:

Maxtor Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AGREEMENT CONCERNING  
PROPRIETARY INFORMATION AND INVENTIONS

ATTACHMENT I

PETER A. McEWEN

(Name of Employee)

PLEASE LIST PRIOR INVENTIONS, BOTH PATENTED AND UNPATENTED AND ANY OTHER INFORMATION OF THE KIND DESCRIBED IN THIS AGREEMENT WHICH YOU WANT TO REMOVE FROM THE OPERATION OF THIS AGREEMENT OR INITIAL THE STATEMENT BELOW IF NONE:

1. \_\_\_\_\_  
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2. \_\_\_\_\_  
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5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach more paper if necessary)

I have no such prior inventions, patented or unpatented, or other information which I want excepted from the assignment and use commitments of this Agreement.

ASSIGNMENT

WHEREAS, we, Peter McEwen of 450 Oak Grove Drive, #216, Santa Clara, CA 95054, Bahjat Zafer of 1252 Klee Court, Sunnyvale, CA 94087, and Pauline Bolte of 2730 Somerset Park Circle, San Jose, CA 95132, have invented a certain new and useful invention entitled "FLEXIBLE PARTIAL RESPONSE TARGETS FOR DATA DETECTORS", for which an application for Letters Patent of the United States has been prepared and was filed on September 20, 2002, receiving Serial No. 10/251,362, and further identified as Attorney Docket No. Q01-1086-US1;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, Maxtor Corporation, a Delaware corporation having a place of business at 2452 Clover Basin Drive, Longmont, Colorado 80503, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than Maxtor Corporation and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to Maxtor Corporation, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

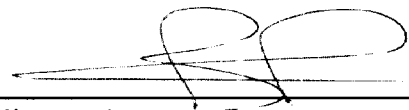
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter McEwen

Date: 12/10/02

By: Bahjat Zafer  
Bahjat Zafer

Date: 12/10/02

By:   
Pauline Bolte



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara } ss.

On Dec. 10, 2002 before me, Mary J. England  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bahjat Mohammed Zafer  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Patent Assignment

Document Date: Dec. 10, 2002 Number of Pages: one

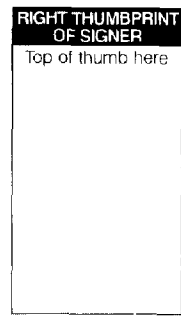
Signer(s) Other Than Named Above: Peter McEwen and Pauline Bolle

**Capacity(ies) Claimed by Signer**

Signer's Name: Bahjat Mohammed Zafer

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: self



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara } ss.

Santa Clara

On Dec. 10, 2002 before me,

Date

Mary J. England

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Pauline Bolte

Pauline Bolte

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary J. England  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Patent Assignment

Patent Assignment

Document Date: Dec. 10, 2002

Dec. 10, 2002

Number of Pages: one

one

Signer(s) Other Than Named Above: Peter McEwen and Bahjat Zaker

Peter McEwen and Bahjat Zaker

**Capacity(ies) Claimed by Signer**

Signer's Name: Pauline Bolte

Pauline Bolte

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: self

self

