

04-25-2006



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REI

103225351
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Jayadev Patel

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 1/27/92

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Komag, Inc.

Internal Address: _____

Street Address: 1710 Automation Parkway

City: San Jose

State: California

Country: US Zip: 95131-1873

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/399,883

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kenneth Leeds

Internal Address: _____

Street Address: P.O. Box 2819

City: Sunnyvale

State: CA Zip: 94087-0819

Phone Number: 408-732-9500

Fax Number: 408-736-7052

Email Address: kleeds@concentric.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Kenneth E. Leeds

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017806 FRAME: 0914

EMPLOYEE AGREEMENT

PROPRIETARY INFORMATION AND INVENTIONS

This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time I was initially employed by Komag, Inc. (the "Company"). I recognize that the Company is engaged in (i) a continuous program of research and development respecting the Company's business, present and future, including fields generally related to its business, and (ii) providing consulting services to its customers and vendors and prospective customers and vendors with respect to the research and development programs of the Company as they apply to products sold by the Company.

I understand that:

A. As part of my job with the Company, I am expected to make new contributions and inventions of value to the Company.

B. My employment creates a relationship of confidence and trust between me and the Company with respect to any information of a confidential or secret nature: (1) applicable to the business of the Company, and (2) applicable to the business of any customer or vendor of the Company, which may be made known to me by the Company or by any customer or vendor of the Company or learned by me during the period of my employment (hereinafter called "Proprietary Information").

C. By way of illustration, but not limitation, Proprietary Information includes secrets, processes, formulas, data, know-how, improvements, inventions, techniques, customer lists and other information concerning design, construction, configuration, size, dimensions, geometry, internal mechanisms, internal working, internal functions, and/or cost or expense of research, development, fabrication, manufacture, assembly, installation, marketing, marketing surveys or analyses, pricing or licensing, as well as other financial data pertaining to any and all present and/or future developments, processes or devices, or components parts thereof, relating to the business of the Company.

HR22-0291

In consideration of my employment or continued employment as the case may be and the compensation received from time to time, I hereby agree as follows:

1. At all times, both during my employment and after its termination, I will keep in confidence and trust all such Proprietary Information and I will not use such Proprietary Information other than in the course of my work for the Company or disclose any of such Proprietary Information or anything relating to it to any third party without prior written consent of the Company.

2. In the event of the termination of my employment by me or by the Company for any reason, I will deliver to the Company all documents and data of any nature pertaining to my work and I shall not take with me any documents or data of any description or any reproduction of any document containing or pertaining to any Proprietary Information.

3. With respect to information, inventions and discoveries, including improvements, developed, made or conceived by me, either alone or with others, at any time, within or without normal working hours, during my employment by the Company, arising out of such employment or pertinent to any field of business or research in which, during such employment, the Company is engaged or (if such is known to or ascertainable by me) is considering engaging, I agree:

(a) That all such information, inventions and discoveries, whether or not patented or patentable, shall be and remain the sole property of the Company.

(b) To disclose promptly to an authorized representative of the Company all information, inventions and discoveries, and all information in my possession as to possible applications thereof to industry and other uses thereof or therefore.

(c) Not to file any patent applications or copyright registrations relating to any such invention or discovery except with the prior written consent of an authorized representative of the Company.

(d) At the request of the Company, and without expense to me, to execute such documents and perform such other acts as the Company deems necessary to obtain patents or to register copyrights on such inventions and discoveries in any jurisdiction or jurisdictions and to assign to the Company or its designees such inventions, and discoveries and any patent applications, whether or not active, any patents relating hereto, and any copyrights therein.

4. My obligation to assign inventions to the Company does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and was developed entirely on my own time, and (a) which does not relate (1) to the business of the Company, or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by me for the Company. This limited exclusion does not apply to any patent or invention covered by a contract requiring full title to such patent invention to be in the United States.

5. As a matter of record I attach hereto a complete list of inventions (except those inventions, the disclosure of the name of which might reasonably violate my duty not to disclose trade secrets of other companies which are listed only as "trade secret of [company name]") which have been made or conceived or first reduced to practice by me alone or jointly with others either (a) prior to my employment, or (b) during my employment and which I need not assign to the Company, pursuant to paragraph 4 above, which I desire to remove from the operation of the Agreement; and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have not made, conceived or reduced to practice any such inventions and improvements at the time of signing this Agreement. List is/is not attached. (Please circle appropriate answer).

6. I represent that my performance of all of the terms of this Agreement, and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company and I agree not to enter into any agreement either written or oral in conflict herewith.

7. For so long as I am employed by the Company, I will not become employed by or provide consulting or other services to any other company or entity, unless I first receive the express prior written consent of the Company.

8. This Agreement shall be effective as of the first day of my employment by the Company, namely:

Date: 1-27-1992

Employee

Jayadev P. Patel

Signature

JAYDEV (Jay) P. PATEL

Printed Name

Komag, Inc.

Date: 1-27-92

By: Patty Loney

Title: BENEFIT ADMINISTRATOR

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor code that the Agreement between you and the Company does not require you to assign to the Company, an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on your own time, and (a) which does not relate (1) to the business of the Company, or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by you for the Company. This limited exclusion does not apply to any patent or invention covered by a contract requiring full title to such patent invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

Date: 1-27-1992

Jayode P. Pater
Signature of Employee

JAYODE (Gay) P. PATER
Printed Name of Employee

Witnessed by:

Komag, Inc.

By: Patty Loney
Representative