

04-04-2007

PATENT RECORD COVER



103390786

 Attorney Docket No.
S01.12-1035

To the Director of the U.S. Patent and Trademark Office. Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

- (1) Robert Harwell Thibadeau
(2) Laszlo Hars
(3)

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

- [x] Assignment [] Merger
[] Security Agreement
[] Change of Name [] Other ____

Execution Date: 12-20-06, 11-10-06

4A. Application No.(s)

11/643,629

If this document is being filed together with a new application, the execution date(s) of the Declaration of the application is: ____

Additional numbers attached? [] Yes [X] No

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

Name: Seagate Technology LLC

Internal Address: ____

Street Address: 920 Disc Drive

City Scotts Valley State CA ZIP 95066

Additional name(s) & address(es) attached? [] Yes [X] No

4B. Patent No.(s)

Additional numbers attached?

[] Yes [X] No

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

Name: Judson K. Champlin

Street Address: Westman, Champlin & Kelly, P.A.

Suite 1400

900 Second Avenue South

City: Minneapolis State: MN ZIP 55402

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

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

8. Method of Payment

[X] Enclosed

[X] The Director is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 23-1123.

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.

Judson K. Champlin

Name of Person Signing

03/29/2007 NHGUYEN1 00000061 11643629

01 FC:8021

40.00 DP

Signature

Date

Total number of pages submitted: 9

 PATENT
REEL: 019124 FRAME: 0792

ASSIGNMENT

Attorney Docket No. : S01.12-1035

Seagate Docket No. : STL 11984.00

WHEREAS, I/we Donald R. Beaver of 1653 Oakleaf Lane, Pittsburgh, Pennsylvania, USA; Robert H. Thibadeau of 2 Queens Court, Pittsburgh, Pennsylvania, USA; and Laszlo Hars of 372 Steeplechase Drive, Cranberry Township, Pennsylvania, USA are the inventor(s) of an invention entitled SYSTEM AND METHOD FOR TAMPER EVIDENT CERTIFICATION that is the subject matter of: (check all that apply)

- ☐ a provisional application for Letters Patent which is identifiable in the United States Patent and Trademark Office by Application No. _____ filed on _____;
- ☒ an application for Letters Patent which is identifiable in the United States Patent and Trademark Office by Application No. 11/643,629 filed on December 21, 2006 S01.12-1035/STL 11984.00 and/or executed on even date herewith; and
- ☐ an international application for Letters Patent filed pursuant to the Patent Cooperation Treaty which is identifiable in the United States Receiving Office by Application No. _____ filed on _____; and

WHEREAS, Seagate Technology LLC, a Delaware limited liability company corporation, and having offices at 920 Disc Drive, Scotts Valley, California, 95066 USA, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the applications, and any and all Letters Patent or similar foreign or domestic legal protection;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I/we transfer to Assignee, its successors and assigns, my/our entire right, title and interest in and to the invention, the above-identified applications, all provisional applications from which any of the above-identified applications claim priority, corresponding domestic and foreign applications, any continuation, division, renewal, or substitute for the applications, all Letters Patent, any reissue, re-examination, or similar legal protection issuing related to the Letters Patent, and all rights and benefits under any applicable treaty or convention; and I/we authorize the Director of the United States Patent and Trademark Office or foreign equivalent to issue the Letters Patent or similar legal protection to the Assignee.

I/We authorize the Assignee, its successors and assigns, to insert in this instrument the filing date(s) and application numbers when ascertained. I/We further authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries and appoint Assignee the common representative in the above identified international application and any international application for the invention.

I/We represent to the Assignee, its successors and assigns, that I/we have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I/We, my/our executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute and deliver to Assignee or its legal representatives such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries, including without limitation providing testimony in any related interference, litigation or proceeding.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

Donald Rozinak Beaver

STATE OF PENNSYLVANIA)
)ss:
COUNTY OF ALLEGHENY)

On this _____ day of _____, 2006, before me personally appeared Donald Rozinak Beaver to me known to be identified herein, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the uses and purposes herein set forth.

Notary Public

[SEAL]

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of December, 2006.



Robert Harwell Thibadeau

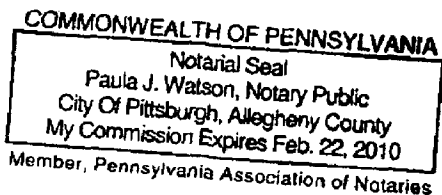
STATE OF PENNSYLVANIA)
)ss:
COUNTY OF ALLEGHENY)

On this 20th day of December, 2006, before me personally appeared Robert Harwell Thibadeau to me known to be identified herein, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the uses and purposes herein set forth.



Notary Public

[SEAL]



IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of November, 2006.

Laszlo Hars
Laszlo Hars

STATE OF PENNSYLVANIA)
)ss:
COUNTY OF ALLEGHENY)

On this 10th day of November, 2006, before me personally appeared Laszlo Hars to me known to be identified herein, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the uses and purposes herein set forth.

Paula J. Watson
Notary Public

[SEAL]

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Paula J. Watson, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Feb. 22, 2010

Member, Pennsylvania Association of Notaries

PENNSYLVANIA

SEAGATE US LLC

**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with SEAGATE US LLC, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

At-Will Employment: I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option of either the Company or myself, with or without notice.

Confidential Information

Company Information: I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without advanced written authorization from the Executive Vice President, Chief Administrative Officer and Chief Financial Officer any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

Third Party Information: I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

Patents

Patents and Patent Applications: I have attached hereto, as Exhibit A, a list describing all patents, patent applications and published works of authorship which were made by me prior to my employment with the Company and which are not assigned to the Company hereunder; or, if no such list is attached, I

represent that there are no such patents, patent applications or published works of authorship. If in the course of my employment with the Company, I incorporate into a Company (or Company-designee) product, process or machine a prior invention on which I have a patent or have applied for a patent, or in which I have an interest, I hereby grant to the Company, or its designee, a nonexclusive, royalty-free, assignable, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such prior patent as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee (including but not limited to Seagate Technology LLC), all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

Inventions Assigned to Third Parties: I agree to assign to the United States government or other third party all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States or other third party by a contract between the Company and such third party or any of its agencies.

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 the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights, or those of its designee, in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable, because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company 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 any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Returning Company Documents: I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, software, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise

belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

Notification of New Employer: In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

Solicitation of Employees: I agree that after the termination of my employment my right to contact current Company employees will be proscribed in accordance with this document and applicable law which prohibits, among other things, the unlawful solicitation of employees and/or interference with employment contracts and relationships. For example, I may not solicit a current Seagate employee for other employment by unfair or deceptive means, which include, but are not limited to, using information about the employee gained while I was employed at Seagate, such as information pertaining to an employee's salary history, job history, particular talents, personal characteristics and other pertinent information.

Representations: I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

Arbitration and Equitable Relief

Arbitration: Except as stated below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Santa Cruz County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

Equitable Remedies: I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this document. Accordingly, I agree that if I breach any of such sections, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

General Provisions

Governing Law; Consent to Personal Jurisdiction: This Agreement will be governed by the laws of the state in which I am or was employed by the Company. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in the state in which I am or was employed by the Company for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. 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 subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

EXHIBIT A

**LIST OF PRIOR PATENTS, PATENT APPLICATIONS
AND PUBLISHED WORKS OF AUTHORSHIP**

| <u>Title</u> | <u>Date</u> | <u>Identifying Number or Brief Description</u> |
|---------------------|--------------------|---|
|---------------------|--------------------|---|

☐ No Patents, Patent Applications or Published Works of Authorship

☒ Additional Sheets Attached

I understand that any prior work which is not published or subject to a patent or a patent application constitutes part of my skill and knowledge and that if I voluntarily choose to use such skill and knowledge in performing my work for Seagate that such work product is subject to the Assignment of Inventions provisions of Seagate Policy Number 1090K.



Signature of Employee:

Donald Beaver

Print Name of Employee:

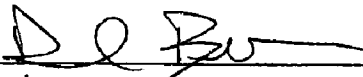
Date: 3/11/02

Severability: 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.

Successors and Assigns: This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

5/11/02

Date



Signature

Donald Beaver

Name of Employee (typed or printed)



Witness

List of Inventions. (Patents, patent applications, publications, pending, in preparation, or issued.) Not for further disclosure.

- | | | |
|-----|---|------------------|
| 1. | Method for Assigning and Transferring Formal Logical Location | prior to 3/10/02 |
| 2. | Method for Streamlined Content Encryption | prior to 3/10/02 |
| 3. | Content Distribution and Protection System Using Reencryption | prior to 3/10/02 |
| 4. | Quantum Cryptosystem Providing Deniability | prior to 3/10/02 |
| 5. | Method to Prevent Machine Virtualization | prior to 3/10/02 |
| 6. | Policy Verification Using Oblivious Computation | prior to 3/10/02 |
| 7. | Tamper Resistant Data Modification | prior to 3/10/02 |
| 8. | Distributed Timestamping Service Using Key Erasure | prior to 3/10/02 |
| 9. | Quantum Mechanical Copy Protection System | prior to 3/10/02 |
| 10. | Secure Sequence Comparison Using One-Time Table | prior to 3/10/02 |
| 11. | Digital and Digitized Signature Authentication | prior to 3/10/02 |
| 12. | Canonicalization for Timestamping Variable Data | prior to 3/10/02 |
| 13. | Method for Dissipated Caching | prior to 3/10/02 |
| 14. | Secret Key Storage and Dissipation in Public Medium | prior to 3/10/02 |
| 15. | Keyed Exchange Device | prior to 3/10/02 |
| 16. | Sequence Matching and Alignment for DNA and Protein Data | prior to 3/10/02 |
| 17. | Predicated Escrowed Exchange Device | prior to 3/10/02 |
| 18. | Bidirectional Timestamp Regulation System | prior to 3/10/02 |
| 19. | Method for Cryptographically Secure Revocable Assurances of Uniqueness | prior to 3/10/02 |
| 20. | Regional Layout and Method for Data Input for Single-Point Entry Device | prior to 3/10/02 |