

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreements
CONVEYING PARTY DATA	
Name	Execution Date
Richard D. LeSage	10/04/1997
Tan Chin Kiong	07/11/2001
Lee Teng Boon	07/16/2001
RECEIVING PARTY DATA	
Name:	Maxtor Corporation
Street Address:	920 Disc Drive
City:	Scotts Valley
State/Country:	CALIFORNIA
Postal Code:	95066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11542686
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-854-1400
Email:	sfreedman@myersbigel.com
Correspondent Name:	Susan E. Freedman/MBSS
Address Line 1:	4140 Parklake Avenue
Address Line 2:	Suite 600
Address Line 4:	Raleigh, NORTH CAROLINA 27612
ATTORNEY DOCKET NUMBER:	9458-95
NAME OF SUBMITTER:	Susan E. Freedman
Total Attachments: 13 source=9458-95_AssignmentByEmploymentAgreements#page1.tif	

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AGREEMENT CONCERNING
PROPRIETARY INFORMATION AND INVENTIONS

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE THIS
AGREEMENT SETS FORTH ADDITIONAL TERMS AND CONDITIONS
OF YOUR EMPLOYMENT.

IN CONSIDERATION OF MY EMPLOYMENT BY MAXTOR CORPORATION (herein
referred to as "Maxtor"), I, Richard D. DeSage, agree:
Name of Employee

1. Maxtor is engaged in numerous fields of business and activities, including research and development in various existing and projected fields of Maxtor's business, with the object of making discoveries and developing improvements, including patentable inventions and development and implementation of new products and services, and to extend Maxtor's business into new fields.

During my employment with Maxtor, 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 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. Because of these circumstances, I agree to and understand the reasons for the terms and conditions set forth in the EMPLOYMENT AGREEMENT.

2. That 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.

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

4. Upon leaving the employment of Maxtor, 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 or utilize Maxtor confidential 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.

5. 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 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.

6. 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.

7. 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 in the manner described in 56 above.

8. 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.

9. To refrain during the term of my employment with Maxtor 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. 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, along with any copies of same.

11. This Agreement supersedes any and all prior agreements concerning protection, ownership, and use of inventions, discoveries, and improvements and other information of the kind described above between myself and Maxtor.

12. 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.

13. This Agreement shall be governed and construed according to the laws of the State of Colorado, without regard to its conflict of interest laws.

14. 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.

15. NOTICE REGARDING ASSIGNMENTS. 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 (1) THE INVENTION OR INFORMATION RELATES (a) DIRECTLY TO THE BUSINESS OF MAXTOR, OR (b) TO MAXTOR'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH AND DEVELOPMENT, OR (2) THE INVENTION INFORMATION RESULTS FROM ANY WORK PERFORMED BY ME FOR MAXTOR.

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.

16. Lastly, I understand and agree that violation of this Agreement while I am employed by Maxtor may be considered as grounds for disciplinary or other legal action, up to and including termination of my employment.

THIS AGREEMENT DOES NOT BIND EITHER PARTY TO ANY SPECIFIC PERIOD OF EMPLOYMENT.

Dated this 4 day of OCTOBER, 1997


Employee's Signature


Witness

Accepted and Agreed to:

Maxtor Corporation

By: _____

Title: _____

Date: _____

ATTACHMENT I

PLEASE LIST PRIOR INVENTIONS, BOTH PATENTED AND UNPATENTED AND ANY OTHER INFORMATION OF THE KIND DESCRIBED IN YOUR EMPLOYMENT AGREEMENT WHICH YOU WANT TO REMOVE FROM THE OPERATION OF YOUR EMPLOYMENT AGREEMENT OR INITIAL THAT STATEMENT BELOW:

1. _____

2. _____

3. _____

4. _____

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 my Employment Agreement.

ATTACHMENT I

Please list prior inventions, both patented and unpatented and any other information of the kind described in your employment agreement which you want to remove from the operation of your employment agreement or initial that statement below.

1. Removable storage media test equipment (magnetic and optical) including friction testers, media certifiers, head testers and servowriter/formatters along with all the necessary electronic circuitry, software and mechanics required to develop and deploy such equipment.

QW# 116736

11 July 2001

Mr Tan Chin Kiong
Blk 308 #12-1219
Ang Mo Kio Ave 1
Singapore 560308

Dear Mr Tan,

Letter of Appointment

We are pleased to offer you employment with our Company based on the following terms and conditions:-

1. Position Offered : **Exempt – Engineer II**
Non-Shift
2. Salary : Your commencing salary will be **S\$3,700.00** per month.
3. Probation : You will serve a probationary period of six (6) months, at the end of which you will either be confirmed in your position, extended for a further three (3) months or terminated as the case may be.
4. Clearance : This offer of employment shall be subject to medical clearance. Non-Singaporeans shall be subject to immigration clearance as well.
5. Hours of Work : An employee shall perform his/her duties in such shifts and working hours as may be determined by the Company at its absolute discretion from time to time. The number of working hours shall be regulated by the Company in accordance with the provisions of the Employment Act. The types of shift schedule are:
 - (a) Non-Shift
Monday to Friday : 8.00 am - 5.30 pm
 - (b) 3 Shift System*
 - 1st Shift : 7.00 am - 3.00 pm
 - 2nd Shift : 3.00 pm - 11.00 pm
 - 3rd Shift : 11.00pm - 7.00am

*3-shift employees are required to work alternate Saturdays

6. Notice : Two weeks' written notice or salary in lieu thereof by either party during the probationary period and one month's notice in writing or salary in lieu thereof after confirmation. Vacation leave earned will not be used to shorten the notice period. In the event of a breach of the terms of appointment or misconduct on your part, the Company has the right to terminate your employment forthwith without notice. If you fail to commence work on your stipulated start date hereinbefore stated without written consent from the Company, you shall pay to the Company by way of liquidated damages and not as a penalty, a sum equal to two weeks' salary.
7. Medical Benefit : The Company will pay for all outpatient medical treatment expenses incurred by you, after your commencement of duty for medical attention, consultation and treatment at the Company's appointed clinic.
8. Hospitalisation : You will be eligible for hospitalisation benefits in accordance with our Group Hospitalisation Insurance Plan.
9. Annual Leave : You will be eligible for annual leave as follows and they are to be scheduled at the convenience of the Company :

<u>Period of Service</u>	<u>Annual Leave</u>
(a) 1st - 3rd year	15 } Work
(b) 4th - 5th year	18 } Days
(c) 6th year onwards	20 }
	(maximum)

As a Company policy, an employee who resigns or is terminated before completing 3 months' service, will not be eligible for any pro-rated annual leave. Any annual leave taken by the employee during this period will be recovered as unpaid leave.

10. Medical Leave : You will be eligible for sick leave of up to 14 working days in any one calendar year if no hospitalisation is necessary and hospitalisation leave of up to 60 calendar days should you be warded in a hospital.

11. Annual Wage Supplement : You will be eligible to receive the annual wage supplement of one month's basic salary if you have completed 12 months continuous service with the Company as of December 31st of each year. If you have less than one full calendar year's service but have at least one full calendar month's service, you will receive a pro-rated annual wage supplement provided you are still in the Company's employment as at 31st December.
12. Confidentiality : You shall observe utmost confidentiality and secrecy of any and all information received by you or entrusted to you in the course of your employment and you shall at all times, whether during or after the termination of your employment act with utmost fidelity and not disclose or divulge such information to a third party or make use of such information for your own benefit. Upon the termination of your employment, you will immediately surrender to the Company all documents and any other property entrusted to you in the course of your employment.

Please signify your acceptance of these terms and conditions of employment by signing on the duplicate copy of this letter and returning the same to us for the Company's records.

May we take this opportunity of welcoming you to the Maxtor Organisation and wishing you every success in your career with us.

Yours sincerely

Sung Wei (Ms)
Senior Human Resource Manager

/sm



Maxtor Peripherals (S) Pte. Ltd.
No. 2, Ang Mo Kio Street 63
Ang Mo Kio Industrial Park 3
Singapore 569111

I accept the above terms and conditions and will be able to commence employment on

Name : TAN CHIN KWONG Signature : gk

Date : 11/7/2009 NRIC No. : S69138186

Sex : M

Marital Status : SINGLE Citizenship : SINGAPOREAN

Birth Date : 28 APRIL 2001 POSB A/C No. : 001-13127-3

Cc : Finance



Maxtor Peripherals (S) Pte. Ltd.
No. 2, Ang Mo Kio Street 63
Ang Mo Kio Industrial Park 3
Singapore 569111

Q10 # 116485

12 July 2001

Mr Lee Teng Boon
Blk 788 #10-216
Choa Chu Kang North 6
Singapore 680788

Dear Mr Lee,

Letter of Appointment

We are pleased to offer you employment with our Company based on the following terms and conditions:-

1. Position Offered : Exempt – Senior Engineer
Non-Shift
2. Salary : Your commencing salary will be **S\$4,000. 00** per month.
3. Probation : You will serve a probationary period of six (6) months, at the end of which you will either be confirmed in your position, extended for a further three (3) months or terminated as the case may be.
4. Clearance : This offer of employment shall be subject to medical clearance. Non-Singaporeans shall be subject to immigration clearance as well.
5. Hours of Work : An employee shall perform his/her duties in such shifts and working hours as may be determined by the Company at its absolute discretion from time to time. The number of working hours shall be regulated by the Company in accordance with the provisions of the Employment Act. The types of shift schedule are:
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7. Medical Benefit : The Company will pay for all outpatient medical treatment expenses incurred by you, after your commencement of duty for medical attention, consultation and treatment at the Company's appointed clinic.
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	(maximum)

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Maxtor Peripherals (S) Pte. Ltd.
No. 2, Ang Mo Kio Street 63
Ang Mo Kio Industrial Park 3
Singapore 569111

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Please signify your acceptance of these terms and conditions of employment by signing on the duplicate copy of this letter and returning the same to us for the Company's records.

May we take this opportunity of welcoming you to the Maxtor Organisation and wishing you every success in your career with us.

Yours sincerely

Sung Wei (Ms)
Senior Human Resource Manager

/sm

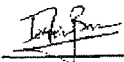
Maxtor®

Maxtor Peripherals (S) Pte. Ltd.
No. 2, Ang Mo Kio Street 83
Ang Mo Kio Industrial Park 3
Singapore 569111

I accept the above terms and conditions and will be able to commence employment on

17 Aug 2001.

Name : Lee Teng Boon

Signature : 

Date : 16 Jul 2001 NRIC No. : 6803014E

Sex : Male

Marital Status : Married

Citizenship : Singaporean

Birth Date : 25 Jan 1968

POSB A/C No. : 040-02343-7

Cc : Finance