

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Scott Marks	01/31/2005
RECEIVING PARTY DATA	
Name:	Seagate Technology LLC
Street Address:	920 Disc Drive
City:	Scotts Valley
State/Country:	CALIFORNIA
Postal Code:	95066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12641738
CORRESPONDENCE DATA	
Fax Number:	(612)334-3312
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-334-3222
Email:	kcesari@wck.com
Correspondent Name:	Kirk A. Cesari
Address Line 1:	900 Second Avenue South, Suite 1400
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	S01.12-1353/KAC
NAME OF SUBMITTER:	Laurie Hammel
Total Attachments: 5 source=Employment_agreement_for_S_Marks#page1.tif source=Employment_agreement_for_S_Marks#page2.tif source=Employment_agreement_for_S_Marks#page3.tif source=Employment_agreement_for_S_Marks#page4.tif source=Employment_agreement_for_S_Marks#page5.tif	

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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.

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.

01/31/2005
Date

Scott Marks
Signature

SCOTT MARKS
Name of Employee (typed or printed)

Deanna A. Cat
Witness

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>
TRUSTED DRIVE ESSENTIALS (BOOK OUTLINE)	SUBMITTED NOT YET ACCEPTED	

_____ 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.

Scott Marks
Signature of Employee:

SCOTT MARKS
Print Name of Employee:

Date: 01/31/2005