

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Franky MARTIN	12/25/2005
RECEIVING PARTY DATA	
Name:	Sybase, Inc.
Street Address:	One Sybase Drive
Internal Address:	Building A, Sixth Floor
City:	Dublin
State/Country:	CALIFORNIA
Postal Code:	94568
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11874554
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2023712600
Email:	shill@skgf.com
Correspondent Name:	STERNE KESSLER GOLDSTEIN & FOX
Address Line 1:	1100 New York Avenue
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	1933.0510000
NAME OF SUBMITTER:	Salvador M. Bezos

Total Attachments: 5
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Franky Martin

SYBASE, INC.

**NONDISCLOSURE AND
ASSIGNMENT OF INVENTIONS AGREEMENT**

In exchange for my becoming employed (or engaged as a temporary worker or independent contractor) and in consideration of my employment or engagement being continued by Sybase, Inc., its subsidiaries, affiliates, or successors (hereinafter referred to collectively as the "Company"), I hereby agree as follows:

1. During my period of employment or engagement, I will devote my best efforts to the interests of the Company and will not participate in other employment, business relationships or any other activities which are detrimental to the best interests of the Company.

2. As used in this Agreement, the following terms have the following meanings:

(a) "Inventions" means: (i) all products, designs, specifications, trademarks, service marks, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, and work product (including all work product described in Section 3(d) of the Sybase, Inc. Consulting Firm and Independent Contractor Agreement, if applicable), whether or not patentable, prepared by me as an employee, temporary worker or contractor within the scope of my employment or engagement, or using any Confidential Information; and (ii) all copyrightable work prepared by me as an employee, temporary worker or contractor within the scope of my employment or, or using any Confidential Information, which shall be "work made for hire" owned by the Company. Included in the foregoing definition are all rights to obtain, register, perfect and enforce these proprietary interests.

(b) "Confidential Information" means information pertaining to any aspect of the Company's business which is: (i) non-public information not known by actual or potential competitors of the Company; (ii) Proprietary Information (defined below); (iii) information designated as or otherwise considered by the Company to be confidential; or (iv) proprietary or confidential information of the Company's distributors, joint venture partners, suppliers, and other third parties with whom the Company does business, whether of a technical nature or otherwise, including without limitation all third party proprietary or confidential information that the Company is obligated to keep confidential.

(c) "Proprietary Information" includes, without limitation, all information consisting of or regarding (i) any Invention owned by the Company; (ii) the Company's existing, planned or potential product and marketing strategies; and (iii) the identity of the Company's existing or potential customers, distributors, joint venture partners and suppliers.

(d) "Engagement" includes engagement by the Company as a temporary worker or as an independent contractor or consulting firm.

3. Without further compensation, I will promptly disclose to the Company, and I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest (including all moral rights in those jurisdictions where such rights may be waived) in and to all Inventions which are conceived or reduced to practice by me (a) during the period of my employment or engagement, or (b) using any Confidential Information. Notwithstanding the foregoing, this Agreement will not apply to any Invention of an employee which qualifies fully under the provisions of Section 2870 of the California Labor Code, which provides as follows, or any similarly applicable statute or rule:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Notwithstanding the provisions of Section 2870, or any other similar statute or rule which may be applicable to me, I acknowledge that this Agreement does not create an employment agreement between me and the Company. I agree to disclose in confidence all Inventions made by me to the Company to permit a determination as to whether or not such Inventions are covered by this Agreement. No rights are hereby conveyed in Inventions, if any, made by me prior to my employment or engagement with the Company which are identified in Exhibit A attached to and made a part of this Agreement. I hereby certify that Exhibit A contains no Confidential Information.

4. I will perform, during and after my employment or engagement, all acts deemed necessary or desirable to obtain and/or maintain the full benefits, enjoyment, rights and title throughout the world of all patents, copyrights, mask work rights and similar rights to any Inventions assigned by me to the Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably appoint the Company's Secretary or any other officer of Sybase as my agent and attorney-in-fact to perform all such acts if I refuse to perform those acts, or am unavailable within the meaning of applicable laws. I acknowledge that the grant of the foregoing power of attorney is coupled with an interest and shall survive my death or disability.

5. Except to the extent authorized by the Company, I will hold in confidence and not directly or indirectly use or disclose, either during or after termination of my employment or engagement with the Company, any Confidential Information which I learn, obtain or create during the period of my employment or engagement, whether or not during working hours. I agree not to copy any such Confidential Information except as authorized by the Company.

6. Upon termination of my employment or engagement, or upon earlier request of the Company, I will return or deliver to the Company all property belonging to the Company and all tangible forms of Confidential Information in my possession or control, including drawings, specifications, documents, records, devices, models or any other material and copies thereof. Further, I will not disclose or use any Confidential Information known to me, including Confidential Information which may be competitively disadvantageous to the Company. Additionally, I will certify in writing to the Company, at its request, that (a) I have returned all Company property and Confidential Information, and (b) I will continue to honor my confidentiality obligations under this Agreement after termination of my employment or engagement.

7. I represent and warrant that my performance of all of the terms of this Agreement and as an employee, temporary worker independent contractor of the Company does not and will not breach any agreement to keep in confidence the proprietary information, knowledge or data of others acquired by me in confidence or in trust prior to my employment or engagement with the Company. I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any other person, and I represent and warrant that I do not have in my possession or under my control any such confidential or proprietary information or material, except for proprietary personal productivity software (e.g., Lotus 1-2-3, Microsoft Excel) that is validly licensed to me.

8. Except as disclosed on Exhibit A, I certify that I am not currently an employee of, on the payroll of, or otherwise being compensated by any third party, and that I have not received any actual or promised consideration from any third party based on my acceptance of employment or

an engagement with the Company. Except as disclosed on Exhibit A, I also certify that neither I nor, to the best of my knowledge, any member of my immediate family own directly or beneficially 10,000 or more shares of stock in any company whose products or services compete with the products or services of the Company (e.g., Oracle Corporation, Informix, Inc., Microsoft Corporation, Illustra Information Technologies, Inc., and Gupta Corporation), or any lesser number of shares that in the context of my net worth would create an actual or perceived conflict of interest between me and the Company. I agree to obtain the written approval of the Company's legal department prior to dealing on the Company's behalf with any customer, vendor, or other entity which is wholly or partially owned by me or any person related to me.

9. I agree that, during the term of my employment or engagement and for a period of one (1) year thereafter, I will not, directly or indirectly, either for myself or for any other person or business entity: (a) solicit or encourage any employee of the Company (whether through recruiting, interviewing or any other means) to either (i) terminate his or her employment with the Company, or (ii) accept employment with any subsequent employer with whom I am affiliated or associated in any way; or (b) divert or take away (or attempt to divert or take away) any of the Company's customers or clients whom I may have called upon, solicited or performed services for, within the last twelve (12) months of my employment or engagement with the Company; provided, however, that the provisions of this subsection (b) shall not be construed to prevent any person from being gainfully employed.

I understand and acknowledge that the Company is prepared to vigorously enforce these promises, and that violation of this provision could result in the assessment of damages and other legal remedies against me and my subsequent employers.

10. This Agreement: (a) shall survive my employment or engagement by the Company; (b) does not in any way restrict my right or the right of the Company to terminate my employment or engagement (unless the term of any such employment or engagement is specifically agreed to); (c) inures to the benefit of all successors and assigns of the Company; and (d) is binding upon my heirs and legal representatives.

11. I certify that, to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement.

12. In the event that any of the terms or provisions herein shall violate any statutory provision or may be otherwise unlawful or inoperative, it is the intent and desire of the parties that this Agreement operate and be in full force and effect insofar as it is otherwise lawful, and that the Agreement be carried out as far as possible consistent with its tenor and effect.

13. In the event of any claim, suit or other legal proceeding arising under or related to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including without limitation attorneys' fees. The "prevailing party" shall mean the party who obtains substantially the relief sought by such party in such claim, suit or proceeding, whether by settlement, summary judgment, judgment or otherwise.

14. This Agreement shall be governed by and construed in accordance with California law without giving effect to principles of conflict of laws.

15. I agree not to enter into any written or oral agreement which conflicts with the provisions of this Agreement, and I acknowledge that any breach by me of this Agreement may constitute grounds for serious disciplinary action, up to and including termination of my relationship with the Company.

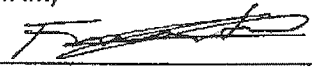
16. I CERTIFY THAT I HAVE CAREFULLY READ AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT.

SYBASE, INC.

EMPLOYEE

(or AGENCY, INDEPENDENT
CONTRACTOR OR CONSULTING
FIRM)

By: 

By: 

Print Name: Thue Tran

Print Name: FRANKY MARTIN

Title: HR Intern

Date: Dec 25, 2005

Date: 1/4/06

Exhibit A - Additional Disclosures

EXHIBIT A

Additional Disclosures

1. List of Inventions (attach additional pages if necessary). If no Inventions exist, write "None":

None

2. Number of shares of stock owned directly or beneficially by me or a member of my immediate family in any entity whose products or services compete with the products or services of the Company (e.g., Oracle Corporation, Informix, Inc., Microsoft Corporation, Illustra Information Technologies, Inc., and Gupta Corporation). If no such ownership interests exist, or ownership is immaterial in terms of my net worth AND is less than 10,000 shares in any of such company, write "None":

None

3. Compensation from other companies. Identify each company, your relationship to or position with each company, the type of compensation you are receiving from each company (e.g., hourly fee, fee on completion of a project, retainer, etc.), the tasks or duties you are performing in consideration for such payment, and the anticipated duration of your relationship to each company. Attach additional pages if necessary. If you are not eligible to receive any such compensation, write "None":

None.