

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employee Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Steve J. Song	12/21/2006
RECEIVING PARTY DATA	
Name:	EMC Corporation
Street Address:	176 South Street
City:	Hopkinton
State/Country:	MASSACHUSETTS
Postal Code:	01748
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13628706
CORRESPONDENCE DATA	
Fax Number:	7814019966
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7814019988
Email:	sms@dc-m.com
Correspondent Name:	Daly, Crowley, Mofford & Durkee, LLP
Address Line 1:	354A Turnpike Street
Address Line 2:	Suite 301A
Address Line 4:	Canton, MASSACHUSETTS 02021-2714
ATTORNEY DOCKET NUMBER:	EMC-160
NAME OF SUBMITTER:	Paul D. Durkee
Total Attachments: 4 source=TO_PTO_EMPLOY_AGREEMENT#page1.tif source=TO_PTO_EMPLOY_AGREEMENT#page2.tif source=TO_PTO_EMPLOY_AGREEMENT#page3.tif source=TO_PTO_EMPLOY_AGREEMENT#page4.tif	

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PATENT



EMC KEY EMPLOYEE AGREEMENT AFFIRMATION

Click on the link in this email. It will allow you to review EMC's Key Employee Agreement ("KEA") and other important documents. You should review these documents carefully before continuing.

<http://www.emc.com/hr/pdf/KEA.pdf>

PLEASE COMPLETE ALL INFORMATION BELOW

Candidate's Last Name: Song

Candidate's First Name: Steve

Candidate's Full Name: Steve J Song

I acknowledge and agree that an electronic signature by me (checking Yes) is as valid as if I had signed the documents referred to below by hand and submitted the originals to EMC. Yes

Date of Affirmation 21-Dec-2006

By checking Yes, I acknowledge and agree that I was given adequate time to review the attached documents and ask questions. Yes

Date of Affirmation 21-Dec-2006

By checking Yes, I understand that I was given the opportunity to review the terms of the KEA with a legal advisor before signing (affirming). Yes

Date of Affirmation 21-Dec-2006

By checking Yes, I have read, understand and agree I am legally bound by EMC's KEA (including but not limited to the Arbitration provision). Yes

Date of Affirmation 21-Dec-2006

POLICY AFFIRMATION

By checking Yes, I have read and understand EMC's Anti-Harassment and Insider Trading Policies, and agree to abide by such policies and all other Company policies that are issued and amended from time to time by the Company in its discretion. Yes

Date of Affirmation 21-Dec-2006

I understand that EMC policies can be viewed on the company's Intranet Channel EMC and/or other venues as communicated by the company. Yes

Date of Affirmation 21-Dec-2006

COMPLETE IF APPLICABLE

SALES TRAINING

By checking Yes, I have read, understand and agree I am legally bound by EMC's Sales Training

Reimbursement Agreement.

Date of Affirmation

CUSTOMER SERVICE TRAINING

**By checking Yes, I have read, understand and agree
I am legally bound by EMC's Customer Service
Training Reimbursement Agreement.**

Date of Affirmation

RELOCATION OR IMMIGRATION

**By checking Yes, I have read, understand and agree
I am legally bound by EMC's Relocation or
Immigration Reimbursement.**

Date of Affirmation

Date edited

21-Dec-2006

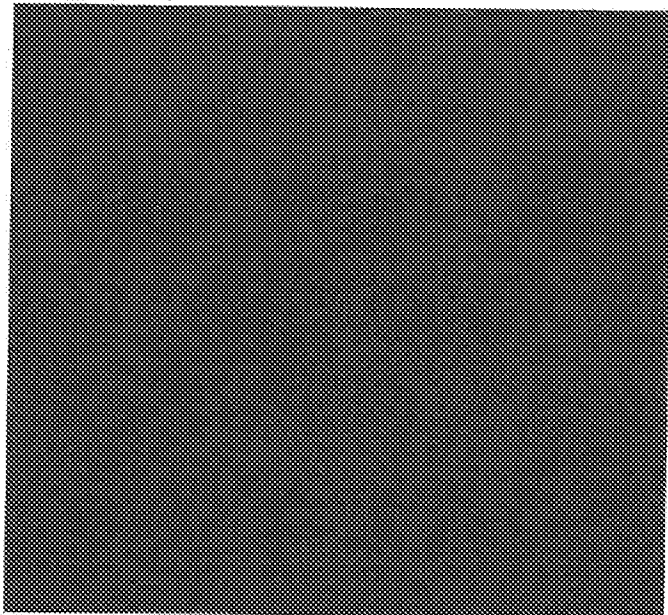
stevej.song@gmail.com

Close

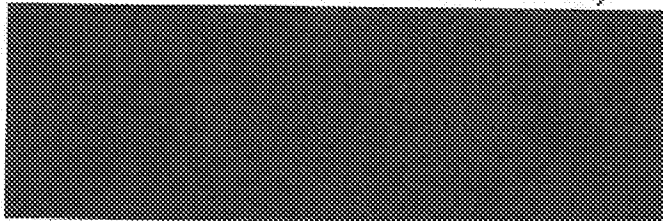
Key Employee Agreement

In view of the highly competitive nature of the business of EMC Corporation (together with its subsidiaries, the "Company"), the need of the Company to maintain its competitive position through the protection of its goodwill, trade secrets and confidential and proprietary information, and in consideration for being provided with access to certain trade secrets and/or confidential and proprietary information in conjunction with your employment with the Company, you agree as follows:

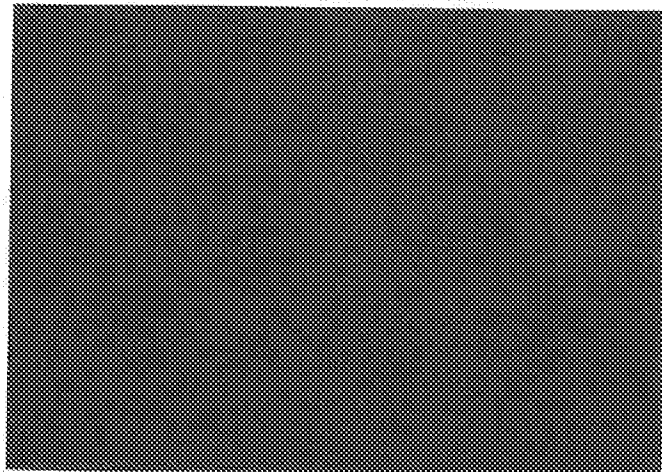
1. Non-Competition



2. Customer, Partner, and Vendor Confidentiality



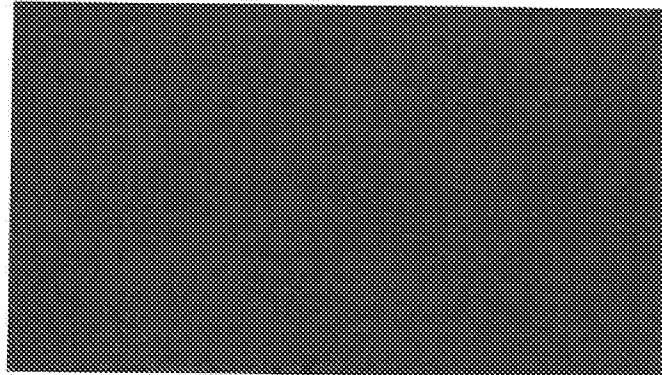
3. Confidentiality of Company Materials



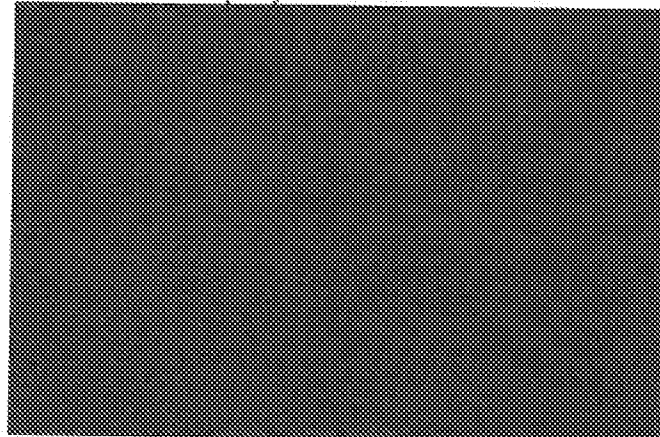
4. All Developments the Property of the Company

All confidential, proprietary or other trade secret information and all other discoveries, inventions, processes, methods and improvements, conceived, developed, or otherwise made by you, alone or with others, and in any way relating to the Company's present or planned business or products, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice during the period of your employment with the Company ("Developments") shall be the sole property of the Company. You agree to disclose all Developments promptly, fully and in writing to the Company promptly after development of the same, and at any time upon request. You agree to, and hereby do assign to the Company all your right, title and interest throughout the world in and to all Developments. You agree that all Developments shall constitute "Works for Hire" (as such are defined under the U.S. Copyright Laws) and hereby assign to the Company all copyrights, patents and other proprietary rights you may have in any Developments without any obligation on the part of the Company to pay royalties or any other consideration to you in respect of such Developments. You agree to assist the Company (without charge, but at no cost to you) to obtain and maintain for itself such rights.

5. Non-Solicitation



6. Return of Company Materials



7. Miscellaneous

(a) This Agreement contains the entire agreement between you and the Company with respect to the subject matter hereof, superseding any previous oral or written agreements with the Company or any officer or representative thereof. In the event of any inconsistency between this Agreement and any other contract between you and the Company, the provisions of this Agreement shall prevail.

Revised--4/1/06

(b) Your obligations under this Agreement shall survive the termination of your employment with the Company regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of any other agreement you may have with the Company. Your obligations under this Agreement shall be binding upon your heirs, assigns, executors, administrators and representatives, and the provisions of this Agreement shall inure to the benefit of and be binding on the successors and assigns of the Company.

Arbitration

You agree that binding arbitration shall be the sole and exclusive remedy for resolving any individual Legal Dispute (defined below) inflicted either by the Company or by you arising out of or relating to your employment by EMC Corporation and/or its affiliates ("EMC" or the "Company"). "Legal Dispute" includes but is not limited to any claim relating to (i) compensation, (ii) the termination of employment, (iii) discrimination, harassment or retaliation including under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, and any other federal, state, or local laws, (iv) severance, (v) reinstatement, or (vi) any other employment-related legal claim, and attorneys' fees and costs relating to any of the above; provided, however, that you or the Company may file and pursue litigation in a court proceeding for temporary, preliminary and permanent injunctive relief, or for declaratory judgment. Any damage claims related to the subject matter of such litigation will, however, be submitted to arbitration. Any such arbitration shall be conducted pursuant to the Company's arbitration policy, as amended from time to time, including but not limited to procedures regarding selection of arbitrators and payment of fees and expenses.

Agreed and Accepted:

Signature

Name (Printed)

Date

EMC Corporation

By: John M. O'Leary

EMC

Revised—4/1/06