

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3234548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYEE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SHAHAR FRANK	05/17/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EMC CORPORATION
<b>Street Address:</b>	176 SOUTH STREET
<b>City:</b>	HOPKINTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01748
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13827909
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(781)401-9966
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	7814019988
<b>Email:</b>	jlm@dc-m.com
<b>Correspondent Name:</b>	DALY, CROWLEY, MOFFORD & DURKEE, LLP
<b>Address Line 1:</b>	354A TURNPIKE STREET
<b>Address Line 2:</b>	SUITE 301A
<b>Address Line 4:</b>	CANTON, MASSACHUSETTS 02021-2714
<b>ATTORNEY DOCKET NUMBER:</b>	EMC-176PUS
<b>NAME OF SUBMITTER:</b>	ANTHONY T. MOOSEY
<b>SIGNATURE:</b>	/Anthony T. Moosey/
<b>DATE SIGNED:</b>	02/20/2015
<b>Total Attachments: 6</b>	
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**Key Employee Agreement**

In view of the highly competitive nature of the business of EMC corporation and RSA security (the security division of EMC) (together with its subsidiaries, hereinafter 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**

(a) For as long as you are employed by the Company, you shall devote your full time and efforts to the Company and shall not participate or engage, directly or indirectly, in any capacity, in any business or activity, paid or unpaid, without prior written consent of the Company.

(b) For the period of 12 months following the termination of your employment, for any reason, you are obligated not to compete (per the definition of Competition as defined below) with the Company.

For purposes of this agreement, Competition shall include but not be limited to:

(i) the provision of any services, whether as an employee, consultant, independent contractor, member of a board of directors, or in any other capacity, to any entity that is developing, producing, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any EMC business unit, division, department or product line for which you performed any work or about which you obtained Confidential Information during the two year period prior to your last day of active employment; and (ii) any ownership interest of greater than 1% (whether directly or indirectly or by way of stock options (vested or unvested) or otherwise) in any such entity.

**2. Customer, partner, and vendor confidentiality**

You recognize that it is essential to the Company's success that all non- public customer, partner and vendor information be deemed to be confidential and be properly treated as a confidential trade secret. Therefore, you agree not to use or disclose any such customer, partner, or vendor information except as may be necessary in the normal conduct of the Company's business for the specific customer, partner or vendor, and after the end of your employment with the Company, you will return all such materials to the Company.

**3. Confidentiality of Company materials**

You agree and undertake that both during your employment with the Company and at all times thereafter without limitation of time or place, you will keep

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### **3. Confidentiality of Company materials**

You agree and undertake that both during your employment with the Company and at all times thereafter without limitation of time or place, you will keep

strictly confidential and not use for any unauthorized purpose, or divulge or disclose to anyone except to persons within the Company whose positions require them to know it, any Confidential Information as defined below, that you have obtained during your employment or in consequence of your employment or association with the Company or the Company's Affiliates.

"Confidential Information" herein includes, but is not limited to, information not already lawfully available to the public concerning the Company, Company's Affiliates, or any of its customers, partners, vendors or suppliers, including but not limited to any products, product development, business strategy, financial information or customer, supplier or employee lists; any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product; any business, marketing, financial, pricing or other sales-related data; and the present or future business or products of the Company; all whether in tangible or intangible form; or any other "trade secret" as defined in the Israeli Commercial Torts Law, 5759-1999.

#### 4. All developments are 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, during the period of your employment with the Company, 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 ("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 US copyright laws) and constitute "inventions in consequence of service" ("Hamztat Sherut") (as such are defined under the Israeli Patent Law, 5727-1967) 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, including any reimbursements and/or compensations under chapter 8 of the Israeli Patent Law, 5727-1967. 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

During your employment and for the twelve month period following the effective date of your employment termination, for any reason, from the

Company, you agree that you will not, either on your own behalf or on behalf of any person or entity, directly or indirectly: (i) recruit, solicit or induce or attempt to recruit, solicit or induce any person who is an employee, consultant or independent contractor of the Company to terminate, alter or modify such person's engagement with the Company (if you go to work for another entity that is not competitive with the Company, recruitment by your new entity through general publications over the internet or through the media, or through the use of employee recruitment agencies, shall not be construed to be breach of this agreement so long as you are not involved in any way); or (ii) solicit or divert, or attempt to solicit or divert in the manner stipulated above, the business of any person or entity that is either a customer or a potential customer of the Company, to which you, directly or indirectly, attempted to or did, sell or provide any services on behalf of the Company, or about which you obtained any Confidential Information during the one year prior to the effective date of your employment termination.

#### **6. Return of the Company materials**

You agree that at the time of your employment termination, or at any prior date at the Company's request, you will return immediately to the Company all Company materials, which include but are not limited to all documents in any tangible or electronic form and all property in your possession, custody or control relating to work done for the Company or relating to the processes and materials of the Company including material created by you, as well as all materials concerning past, present and future or potential Company clients, costumers, products and/or services. Such materials include, but are not limited to, customers and/or vendor lists, customer and/or vendor prospect material, financial projections, pricing or other sales-related data, rate structures, all technical materials, presentation materials, and software owned or developed by the Company for any purpose in any form. You also agree to return to the Company all materials provided by customers of the Company and all teaching materials provided by the Company. You also agree to attend an exit interview if so requested by the Company, and to sign an acknowledgment of your obligations under this agreement.

#### **7. Miscellaneous**

(a) 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.

(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.

(c) You agree that the terms of this Agreement are reasonable and properly required for the adequate protection of the Company's legitimate business interests. You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable statute, law, rule or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions hereof shall remain in full force and effect.

(d) You agree that any breach of this Agreement will cause immediate and irreparable harm to the Company not compensable by monetary damages and that the Company will be entitled to obtain injunctive relief, in addition to all other relief in any court of competent jurisdiction, to enforce the terms of this Agreement, without having to prove or show any actual damage to the Company.

(e) No failure by the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission by the Company to exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as bar to or waiver of any right on any other occasion.

(f) You acknowledge that you have received and reviewed the Company's Business Conduct Guidelines, and that you will abide by them and by all other Company policies that are issued and amended from time to time by the Company in its discretion.

(g) You agree that this Agreement may be amended or modified only by written agreement of yourself and either the General Manager of the entity by which you are employed, or the General Counsel of EMC Corporation.

(h) You agree that if the Company commences an action against you, by way of claim or counterclaim and including declaratory claims, in which it is preliminarily or finally determined that you have violated any provision of this Agreement, you will reimburse the Company for all its costs, expenses and reasonable attorneys' fees incurred in such action. You agree that the appropriate venue for any action seeking declaratory or injunctive relief for violation of this Agreement is in Israel and you consent to personal jurisdiction in the Israeli courts.

(i) This Agreement shall be governed by and construed in accordance with the Israeli law, without regard to the doctrine of conflicts of law. This Agreement is executed under seal.

(j) You acknowledge that the Company will maintain data, including in an electronic form, relating to your employment and you agree that such data may be transferred, including across state and country borders, to any Company location for the Company's business use.

(k) This Agreement does not create any obligation on the Company or any other person or entity to continue your employment. Your employment is at will, meaning either the Company or you may terminate your employment at any time and for any reason or no reason at all.

Shahor Frank  
Printed Name

[Signature]  
Signed Name

17 - Aug - 2012  
Date