

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3464177

<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>
WEI YIN	07/16/2007
<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>	14037786
<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-186PUS
<b>NAME OF SUBMITTER:</b>	ANTHONY T. MOOSEY
<b>SIGNATURE:</b>	/Anthony T. Moosey/
<b>DATE SIGNED:</b>	07/30/2015
<b>Total Attachments: 3</b>	
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## KEY EMPLOYEE AGREEMENT

TO:

In view of the highly competitive nature of the business of BMC 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.** 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, directly or indirectly, in any capacity, in any business or activity that is in competition with the Company. For the twelve month period following the effective date of your termination, for any reason, from the Company, you agree not to directly or indirectly compete with the Company in any manner, including but not limited to directly or indirectly developing, producing, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by the Company as of the date of your termination. For purposes of the immediately preceding sentence you shall not be considered to be competing with the Company unless you have an ownership interest amounting to at least 1% in the competing enterprise (whether direct or indirect by way of stock options (vested or unvested) or otherwise) or an officership, directorship or other policymaking position with the competing enterprise.
2. **Customer and Vendor Confidentiality.** You recognize that it is essential to the Company's success that all customer 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 or vendor information except as may be necessary in the normal conduct of the Company's business for the specific customer 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 that both during your employment with the Company and thereafter not to use for your own benefit, or divulge or disclose to any person outside of the Company, any information not already lawfully available to the public concerning the Company or any of its customers or suppliers ("Confidential Information"), including but not limited to any products, product development, business strategy, financial information, or customer, supplier or employee lists. Confidential Information also includes, without limitation, 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 or sales order; and the present or future business or products of the Company.
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 made for hire under the copyright laws of the United States 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. **Recruiting Company Employees.** For the twelve month period following the effective date of your termination, for any reason, from the Company, you agree not to directly or indirectly recruit, solicit or induce, or attempt to recruit, solicit or induce any employees, consultants or independent contractors of the Company to terminate, alter or modify their employment relationship with the Company.
6. **Return of Company Materials.** At the time of your termination, for any reason, from the Company, you agree to return to the Company all Company materials, documents and property, in your possession or control relating to work done for the Company or relating to the processes and materials of the Company. You also agree to return to the Company all materials concerning past, present and future or potential clients, customers, products and/or services. You also agree to return to the Company all materials provided by customers of the Company and all teaching materials provided by the Company. Such materials include, but are not limited to, customer and/or vendor lists, customer and/or vendor prospect material, price lists, rate structures, and software owned or developed by the Company for any purpose in any form. You also agree to attend an exit interview if so requested by the Company.

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## KEY EMPLOYEE AGREEMENT

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### 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.
- (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.
- (c) 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 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 other relief in any court of competent jurisdiction, to enforce the terms of this Agreement.
- (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 in 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 a bar to or waiver of any right on any other occasion.
- (f) You agree that this Agreement may be amended or modified only by written agreement of yourself and an authorized representative of the Company.
- (g) 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 preliminary or finally determined that you have violated any provision of this Agreement, you will reimburse the Company for all costs and fees reasonably incurred in such action, including but not limited to, the Company's attorneys' fees.
- (h) You agree that tuition costs for which the Company has reimbursed you will be recovered in full if you voluntarily terminate employment within one year of completion of the respective course.
- (i) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law. This Agreement is executed under seal.
- (j) This Agreement does not create any obligation on the Company or any other person or entity to continue your employment. Either the Company or you may terminate your employment at will.

8. **Arbitration.** You agree that binding arbitration shall be the sole and exclusive remedy for any dispute arising out of or relating to termination of your employment by the Company or any alleged discrimination by the Company, provided, however, that this shall in no way limit the Company's ability to commence litigation with regard to any breach of this Agreement. Any such arbitration shall be conducted pursuant to the procedures set forth in the Company's arbitration policy. You also agree that any such arbitration must be commenced within one year from the date such claim accrued, or will be forever barred.

### AGREED AND ACCEPTED

Signature: [Signature]

Date: 2-7-76

Confidential

## Acknowledgement of Obligations Regarding Key Employee Agreement

I understand that my Key Employee Agreement or similar non-solicitation/non-competition/non-disclosure agreement with EMC Corporation (collectively "Agreement") remains in full force and effect even though I will no longer be an employee of EMC Corporation. I further understand that "EMC Corporation" includes its subsidiaries and affiliates, as well as any businesses that have been acquired by EMC Corporation.

我理解，我与公司签订的雇员协议以及与之相关的保密协议在我离开EMC之后依然有效，此处所指EMC包括其所有的附属公司、分支机构以及被EMC收购的业务。

I acknowledge and certify that I will honor my commitments under my Agreement, including but not limited to, maintaining the confidentiality of EMC confidential information, abiding by applicable non-competition obligations, and refraining from any attempts at recruitment or solicitation as set forth in my Agreement. I certify that I have met my obligation under the Agreement to return all EMC property, all EMC documents and all other EMC company materials.

我接受并保证我会遵守协议中的约定，此处所指约定包括但不限于：维护EMC商业秘密的保密性，遵守相关的竞业禁止条款，并且不从EMC招募员工。我保证我已向公司归还所有EMC的资产、文档以及相关其他材料。

Employee Name

Yin Wei

Employee Signature

殷伟

Date

2014.12.12.