

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3923046

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALEXANDR VEPRINSKY	02/02/1999
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:	15076775
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	7814019988	
Email:	nmk@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	
ATTORNEY DOCKET NUMBER:	EMC-298PUS	
NAME OF SUBMITTER:	WILLIAM R. THOMAS	
SIGNATURE:	/William R. Thomas/	
DATE SIGNED:	06/17/2016	
Total Attachments: 6		
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Dear Employee:

We at EMC fully recognize that our success and achievement as a company depend on your contributions. An important goal of EMC is to establish a working environment which will allow you to find maximum job satisfaction while participating in our highly competitive, technological and exciting business.

The activities of EMC's employees result in a body of patentable, trade secret and confidential information which helps keep EMC on the leading edge of technology in our industry. This information benefits us all, since EMC depends on it for its continued growth and success, and its proper use and protection should be of paramount concern to us all.

In consideration of your employment by EMC and in recognition of the fact that as an employee of EMC you have access to confidential information, I ask that you please review and sign the following Key Employee Agreement (the "Agreement"). This Agreement protects both the Company and its employees from unfair competition from former employees. This Agreement, when signed by you, is a binding legal agreement, so you may wish to review its terms with your legal advisor before signing it.

Because of your access to EMC confidential information, enclosed for your review and signature is EMC's policy on insider trading, which sets forth your obligations as an EMC employee with regard to the purchase and sale of EMC securities. Also, because of EMC's commitment to maintaining an environment free from harassment, enclosed for your review and signature is EMC's policy against harassment. Finally, the attached document contains several riders which concern reimbursement of certain costs.

If you have any questions, either your supervisor or your human resources representative would be happy to discuss them with you. Please keep one copy of the Agreement and Policies for your records.

My sincere thanks for your cooperation.



Michael C. Ruetters
President and Chief Executive Officer

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. 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 policy-making 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 you will not use for your own benefit, divulge or disclose to anyone except to persons within the Company whose positions require them to know it, 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

Employee Name
(please print)

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 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. Recruiting Company Employees. During your employment and 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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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 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 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 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 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 acknowledge that you have received and reviewed all Company policies, including but not limited to EMC's Sexual Harassment and Insider Trading policies and that you will abide by such policies and all other Company policies that are issued from time to time.

(g) You agree that this Agreement may be amended or modified only by a written agreement of yourself and an authorized representative of the Company.

(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 costs and fees reasonably incurred in such action, including but not limited to, the Company's attorneys' fees.

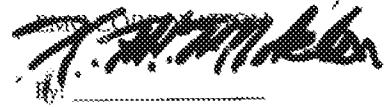
(i) You agree that tuition costs for which the Company has reimbursed you and tuition advancements which may have already been paid to you will be recovered in full if you voluntarily terminate employment within one year of completion of the respective course(s).

(j) 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.

(k) You agree that the Company and its assigns may use your name, your photograph and other reproductions of you during or after your employment in connection with the Company's business. 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.

(l) 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.

8. Arbitration. You agree that binding arbitration shall be the sole and exclusive remedy for resolving any dispute arising out of or relating to your employment by the Company, including but not limited to your compensation, any alleged discrimination or termination of your employment; provided, however, that this shall in no way limit the Company's ability to commence litigation with regard to any breach of this Agreement. Written notification of any such dispute must be submitted to the Office of the General Counsel within one year from the date such dispute arises, or you will be forever barred from bringing a claim. 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 apportionment of the arbitrator(s)' fees. You will be responsible for all of your own costs and expenses in connection with any such arbitration.


By: _____

Its: _____

AGREED AND ACCEPTED:

Signature AB

Name (Printed) VEPRENSKY ALEX

Date 2/2/99

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Revised - 9/1/98

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POLICY

It is the goal of EMC to promote a workplace that is free of sexual harassment. Sexual harassment in the workplace or at Company sponsored functions is a violation of federal and state law. EMC will not tolerate sexual harassment of any employee by another Company employee, customer, supplier, or contractor, for any reason, regardless of position or sexual orientation. This also applies to the conduct of an EMC employee towards a customer, supplier or contractor. The Company will take all steps necessary to prevent its occurrence.

While this policy sets forth EMC's goals of promoting a workplace that is free from sexual harassment, the policy is not designed or intended to limit EMC's authority to discipline or take remedial action for workplace conduct which EMC deems unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

APPLICABILITY

This policy applies to all full-time, part-time and temporary employees.

DEFINITION

Sexual harassment can be either physical or verbal in nature. Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment if:

1. submission to or rejection of such conduct is an explicit or implicit term or condition of employment; and/or
2. the employee's submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; and/or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive working environment.

Sexual harassment may occur regardless of the intention of the person engaging in the conduct. While it is not possible to list all those circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's

body; comment about an individual's sexual activity, deficiencies, or prowess;

- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

COMPLAINT PROCEDURE

Complaints of sexual harassment must be brought immediately to the attention of the applicable Human Resources Operations Manager or Maureen Egan, a member of EMC's Board of Directors. You may reach your Human Resources Operations Manager by calling (508) 435-1000 and you may reach Mrs. Egan through Noreen Mastrolanni at (508) 435-1000, x3833. When a complaint is received, the Human Resources Operations Manager or Mrs. Egan, in conjunction with the Office of the General Counsel, will promptly investigate the allegation in a fair and expeditious manner. The investigation will include a private interview with the person filing the complaint and with witnesses, as appropriate. The investigation will also include an interview of the person alleged to have committed the sexual harassment. When the investigation is complete, the Human Resources Operations Manager or Mrs. Egan, as applicable, will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation.

RETALIATION

Retaliation against an employee who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by EMC.

DISCIPLINARY ACTION

If it is determined that inappropriate conduct has been committed by one of EMC's employees, the Company will take appropriate corrective action under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action as EMC deems appropriate under the circumstances.

Please sign below thereby indicating your agreement to be bound by this policy.

Signature

Name (Printed)

Date

Alex
 VEPRINSKY ALEX
 2/2/99

INSIDER TRADING POLICY

During your work at EMC or its subsidiaries (collectively, "EMC"), you may obtain information about EMC and its customers, suppliers or others with whom EMC has an existing or potential business relationship. This information may not yet be generally known to the public and is called "inside information." This information may affect the price of the company's stock. Trading on this information is a serious offense, punishable by civil and criminal penalties.

Insider trading laws are Federal laws with which we all must comply. To maintain the highest legal and ethical standards and to avoid even the appearance of improper conduct, EMC has adopted the following policy. Every employee MUST follow this policy to protect your interests and EMC's interests.

POLICY

If any employee is in the possession of material non-public information regarding EMC, neither that employee nor any related person may buy or sell EMC securities or engage in any other action to take advantage of, or pass on to others, that information. This policy also applies to material non-public information relating to any other company, including EMC's customers or suppliers, obtained in the course of your employment.

AT NO TIME MAY AN EMPLOYEE OR ANY RELATED PERSON ENGAGE IN SHORT SALES OF EMC SECURITIES OR TRADE IN OPTIONS CONTRACTS OF ANY KIND INVOLVING EMC SECURITIES.

DISCUSSION

"Material Information" is any information that a reasonable investor would consider important in deciding to buy, hold or sell a stock and thus that could reasonably affect the price of the stock.

Examples of material information are: projections of earnings or losses; a proposed merger or acquisition; a significant sale of assets or of a subsidiary; changes in dividend policies, a stock split or the offering of additional securities; changes in management; significant new projects; financial liquidity problems; and the gain or loss of a substantial customer or supplier. Either positive or negative information may be material.

When Information is Public. Information is public only when it has been released by a press release or a filing with the Securities and Exchange Commission ("SEC") and enough time has passed to permit the market to receive and act on that information. It is EMC's policy that as a general rule, you should not engage in any transactions until one full trading day has passed after the release of information.

If you are in doubt about whether or not you are in the possession of material non-public information, you should not trade.

Transactions by Family Members. The same restrictions apply to your family members and others living in your household.

Tipping Information to Others. In addition, you must not "tip" or pass on material non-public information to others. Penalties apply whether or not you profit from such tipping.

PENALTIES

For individuals who trade on inside information or tip others, there are civil penalties, including the return of any profit gained or loss avoided and penalties of up to three times this amount; and criminal penalties, including imprisonment. In addition, violation of this policy can result in termination of your employment.

Insider trading, in the U.S. and abroad, is vigorously prosecuted. Trading is detected through sophisticated methods used by the SEC and the stock exchanges. The U.S. has agreements with virtually all countries with stock exchanges, providing for reciprocal enforcement.

This policy does not apply to the exercise of vested stock options made in accordance with EMC's Stock Option Plans. However, the above policy is to be observed with a sale of exercised option shares.

This policy applies to transactions in the EMC Stock Fund in the EMC 401(k) Plan. This means that while you are in the possession of material non-public information, you may maintain your existing contribution rate to the Stock Fund but you may not engage in any transaction in the Stock Fund such as increasing or decreasing your contribution rate or moving funds out of the Stock Fund.

"EMC securities" includes EMC Common Stock, \$.01 par value, and any other equity or debt security issued by EMC from time to time.

You are responsible for compliance with this policy and it is therefore imperative that you fully understand this policy and the insider trading laws. If you have any questions about a specific transaction or about this policy, please contact the Office of the General Counsel.

Please sign below thereby indicating your agreement to be bound by this policy.

Signature APRIL

Name (Printed) VEPRINSKY ALEX

Date 2/2/99

**SALES TRAINING
REIMBURSEMENT**

You agree to reimburse the Company the costs of training if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first twelve months, you will be responsible for reimbursing the Company the total training costs of \$6,000. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for a \$3,000 reimbursement. If you are involuntarily terminated by the Company, this paragraph on training reimbursement would not apply. This training reimbursement paragraph would not apply in cases of severe personal hardship causing voluntary termination of an employee.

VEPRINSKY ALEX 2/2/99

Initials/Date

**RELOCATION, LEGAL
OR IMMIGRATION
REIMBURSEMENT**

You agree to reimburse the Company the costs of any relocation, legal or immigration fees if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first year, you will be responsible for the reimbursement of the total costs. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for one-half of the total costs. Immigration payback period begins on the effective approval date of the visa petition. If you are involuntarily terminated by the Company, this paragraph would not apply.

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Initials/Date

**CUSTOMER
SERVICE TRAINING
REIMBURSEMENT**

You agree to reimburse the Company the costs of training if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first twelve months, you will be responsible for reimbursing the Company the total training costs of \$6,000. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for a \$4,000 reimbursement. If you are involuntarily terminated by the Company, this paragraph on training reimbursement would not apply. This training reimbursement paragraph would not apply in cases of severe personal hardship causing voluntary termination of an employee.

VEPRINSKY ALEX 2/2/99

Initials/Date



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Revised - 9/1/98