



## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4181755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN MICHAEL BENT	09/20/2011
<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>	14755913
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	5082936774
<b>Email:</b>	amanda.bernier@emc.com
<b>Correspondent Name:</b>	AMANDA BERNIER, PARALEGAL
<b>Address Line 1:</b>	176 SOUTH STREET
<b>Address Line 4:</b>	HOPKINTON, MASSACHUSETTS 01748
<b>ATTORNEY DOCKET NUMBER:</b>	EMC-15-0027
<b>NAME OF SUBMITTER:</b>	AMANDA BERNIER
<b>SIGNATURE:</b>	/Amanda Bernier/
<b>DATE SIGNED:</b>	12/13/2016
<b>Total Attachments: 5</b>	
source=Bent,JohnM._KEA#page1.tif	
source=Bent,JohnM._KEA#page2.tif	
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source=Bent,JohnM._KEA#page5.tif	

 C-8.1: KEA Affirmation - 78923BR : Sr. Consultant, Software Eng. for Bent, John

 Help

### 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/collateral/about/jobs/pdf/key-employee-agreement-rev-121410.pdf>

#### PLEASE COMPLETE ALL INFORMATION BELOW

First Name: John

Last Name: Bent

Full Name: John Michael Bent

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 20-Sep-2011

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 20-Sep-2011

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 20-Sep-2011

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 20-Sep-2011

#### POLICY AFFIRMATION

Yes

By checking Yes, I have read and understand EMC's Arbitration, Insider Trading, Anti-Marassment and Information Security and Privacy and Appropriate Use of IT Resources 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.

Date of Affirmation 20-Sep-2011

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 20-Sep-2011

EMC Privacy Statement

Rev. 01/04/11

Date added 20-Sep-2011 johnbent@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

(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, directly or indirectly, in any capacity, in any business or activity that is in competition with the Company.

(b) This section 1(b) shall apply to you only if, as of your last day of active employment, you are in a position at the Company that is at the director level or above. For purposes of this Agreement, "director level" includes all individuals at the Company who report directly to a vice president and/or who are identified on the Company's systems as director level. For the twelve month period following the effective date of your termination, for any reason, from the Company ("the non-competition period"), you agree that you will not, directly or indirectly, provide 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, solicited 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. During the non-competition period, you further agree that you will not take any ownership interest of greater than 1%, whether directly or indirectly, in any such entity. Ownership interest includes, but is not limited to, stock options and restricted stock (vested or unvested).

(c) EMC shall not seek to enforce section 1(b) if, as of your last day of active employment and at the time enforcement is sought, you work and reside in the state of California.

## 2. Customer, Partner, and Vendor Confidentiality

You recognize that it is essential to the Company's success that all nonpublic customer, partner and vendor information is deemed to be confidential and is 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 at the end of your employment with the Company, you will return to the Company any materials containing such information.

## 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 or for the benefit of any other person or entity, 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 information constituting a trade secret ("Confidential Information"). Confidential information 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, pricing or other sales-related data; information regarding the present or future business or products of the Company; any information regarding employees including contact information, employee lists, organizational charts, information concerning particular employee skill sets, technical and business knowledge, and compensation; and any information concerning the particular needs of clients or customers and their buying patterns, price sensitivities, key decision makers (and the contact information for such individuals), product needs, product specifications, request for proposals and the responses thereto.

## 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

(a) During your employment and for the twelve month period following the effective date of your 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) solicit, or attempt to solicit, any person who is an employee, consultant or contractor of the Company to terminate, alter or modify such person's employment relationship with the Company; or (ii) solicit, or attempt to solicit, 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 product or service on behalf of EMC, or about which you obtained any Confidential Information, during the two year period prior to your last day of active employment.

In the state of California, section 5(a) (ii) shall be substituted with the following language: (ii) solicit, or attempt to solicit, the business of any person or entity that is either a customer or potential customer of the Company and whose identity is a trade secret under California law, to which you, directly or indirectly, attempted to or did, sell or provide any product or service on behalf of EMC, or about which you obtained Confidential Information, during the two year period prior to your last day of active employment.

(b) You acknowledge and agree that this Section 5 "Non-Solicitation" is reasonable and intended to protect the Company's trade secrets and its Confidential Information.

## 6. Return of Company Materials

Upon your last date of active employment, for any reason, from the Company, you agree to 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, as well as all materials concerning past, present and future or potential EMC clients, customers, products and/or services. Such materials include, but are not limited to, customer 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) 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 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 acknowledge that you have received and reviewed the attached Arbitration, Insider Trading, Anti-Harassment and Information Security and Privacy and Appropriate Use of IT Resources policies, and that you will be bound and will abide by such policies and 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 the Office of the General Counsel.

(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 exclusive venue for any action seeking declaratory or injunctive relief for violation of this Agreement is in the state and/or federal courts located in Massachusetts, and you consent to personal jurisdiction in such courts.

(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.

(m) You understand and acknowledge that this Agreement is applicable even if you change positions within the Company. The terms of this Agreement shall continue to apply with full force and effect in the event that you: (i) are promoted, demoted, transferred, assigned or otherwise assume one or more positions or functions other than, or in addition to, your position or functions as of the date you originally sign this Agreement, regardless of changes in job title, duties, management or compensation; or (ii) are transferred or assigned to, or otherwise work for, any affiliate, subsidiary or other division or business unit of the Company.

## 8. Arbitration

*You agree that binding arbitration shall be the sole and exclusive remedy for resolving any individual Legal Dispute (defined below) initiated either by the Company or by you arising out of or relating to your employment by the Company to the fullest extent permitted by law, except as otherwise provided in EMC Stock Plans and Employee Stock Purchase Plan. "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 including but not limited to procedures regarding selection of arbitrators and payment of fees and expenses.*

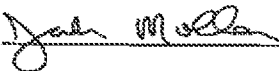
Agreed and Accepted:

Signature .....

Name (Printed) .....

Date .....

EMC Corporation

By:  .....

Its: Executive Vice President, Human Resources .....

Revised—12/14/10