

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | CRAIG A STRUBLE | 01/29/2015 |
| RECEIVING PARTY DATA | | |
| Name: | EMC IP HOLDING COMPANY LLC | |
| Street Address: | 176 SOUTH STREET | |
| City: | HOPKINTON | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 01748 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 15791775 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (415)386-4623 | |
| <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: | 510-295-9328 | |
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| Correspondent Name: | STANIFORD TOMITA LLP | |
| Address Line 1: | P.O. BOX 591838 | |
| Address Line 4: | SAN FRANCISCO, CALIFORNIA 94159 | |
| ATTORNEY DOCKET NUMBER: | EMC-16-1139 (EM1.155U) | |
| NAME OF SUBMITTER: | GEOFFREY T. STANIFORD | |
| SIGNATURE: | /Geoffrey T. Staniford/ | |
| DATE SIGNED: | 03/19/2020 | |
| Total Attachments: 8 | | |
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ASSIGNMENT

WHEREAS, we, Rachel L. Traylor and Craig A. Struble have invented an invention comprising and/or embodying certain improvements or discoveries or both as described in an application for Letters Patent of the United States entitled HYBRID RELIABILITY AND COST-BASED METHOD FOR RESOURCE ALLOCATIONS IN SOFTWARE DEFINED INFRASTRUCTURES, the specification of which:

☐ is being executed on even date herewith and is about to be filed in the United States Patent Office;

☒ was filed on October 24, 2017 as U.S. Application No. 15/791,775;

☐ was patented under U.S. Patent No. _____ on _____.

WHEREAS, EMC IP Holding Company LLC (hereinafter "ASSIGNEE"), a limited liability company organized and existing under the laws of the State of Delaware and having a usual place of business at 176 South Street, Hopkinton, Massachusetts 01748 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey to ASSIGNEE all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including

the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals as set forth below:

Open PDF attachment 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.

| | |
|-------------|---------------|
| First Name: | Craig |
| Last Name: | Struble |
| Full Name: | Craig Struble |

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 29-Jan-2015

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

Date of Affirmation 29-Jan-2015

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).

Date of Affirmation 29-Jan-2015

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 29-Jan-2015

By checking Yes, I have read and understand EMC's Arbitration, Insider Trading, Anti-Harassment and Technology Resources and Information Governance ("TRIG") 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 29-Jan-2015

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 29 Jan 2015

EMC Privacy Statement

Rev. 11/14/13

Date added 29-Jan-2015 slublerca@yahoo.com

Close

 C- 8.4: US KEA Affirmation - 133358BR : R&D SW Engineer (Machine Learning/Expert Systems)/DPAD/Santa Clara for Struble, Craig ? Help

EMC KEY EMPLOYEE AGREEMENT AFFIRMATION

Open PDF attachment 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.

PLEASE COMPLETE ALL INFORMATION BELOW

First Name: Craig
Last Name: Struble
Full Name: Craig Struble

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 29-Jan-2015

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 29-Jan-2015

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 29-Jan-2015

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 29-Jan-2015

POLICY AFFIRMATION

By checking Yes, I have read and understand EMC's Arbitration, Insider Trading, Anti-Harassment and Technology Resources and Information Governance ("TRIG") 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 29-Jan-2015

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 29-Jan-2015

[EMC Privacy Statement](#)

Rev. 11/14/13

Date added 29-Jan-2015

strubleca@yahoo.com

[Close](#)

Key Employee Agreement

In view of the highly competitive nature of the business of EMC Corporation (together with its wholly owned 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 for good and sufficient consideration including, but not limited to, your 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/Non-Solicitation

(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 potentially competes with the Company or otherwise presents a conflict of interest regarding your obligations to the Company.

(b) Restrictions on Solicitation of Company Employees. During your employment and for the twelve (12) month period following the effective date of the termination of your employment with the Company for any reason, you agree that you will not, directly or indirectly, solicit, recruit, or otherwise encourage any person who is an employee, consultant or contractor of the Company to terminate, alter or modify such person's relationship with the Company.

(c) Restrictions on Solicitation or Servicing of Company Customers. During your employment with the Company and for the twelve (12) month period following the effective date of the termination of your employment with the Company for any reason, you will not directly or indirectly:

(i) solicit a customer or potential customer of the Company ("Customer") to purchase products and/or services competitive with the Company's products or services if you directly or indirectly sold or attempted to sell any such competitive product(s) and/or service(s) on behalf of the Company, or if you obtained any Confidential Information (as defined in Section 2 below) about such Customer, during the two (2) year period prior to your last day of active employment with the Company; or

(ii) provide consulting or other services (as an employee, contractor, or in any other capacity) of the same or similar type that you provided or performed as an employee of the Company to any Customer for whom you provided services or managed the delivery of services on behalf of the Company during the two (2) year period prior to your last day of active employment with the Company.

(iii) *For California employees only:* If, as of your last day of active employment, and at the time enforcement of this provision is sought, you work and reside in the state of California, the restrictions in this Section 1(c) will apply only to solicitation or services using EMC's trade secrets as defined by California law.

(d) Extension of Restrictive Period. The twelve (12) month restrictive periods set forth in Sections 1(b) and (c) above shall be extended by a period equal to the total number of days in which you are in breach of any obligation under Sections 1 through 5 of this Agreement.

2. Confidentiality of Company Information

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, its subsidiaries or affiliates, any entity with which the Company is engaged as a participant in a joint venture, 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.

3. 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 Confidential Information. 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.

4. Ownership of Intellectual Property

(a) **All Developments the Property of the Company.**

Except as provided herein, all confidential, proprietary or other trade secret information, copyrights, works of authorship, mask works, trademarks, inventions (including service inventions), discoveries, designs, formulae, processes, methods, manufacturing techniques, improvements, ideas, copyrightable works, and other intellectual property conceived, invented, created, discovered, developed, or otherwise made by you, alone or with others, 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 from the moment of their development, conception, invention, creation or discovery. This shall not apply to an invention that you develop entirely on your own time without using Company equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Company's business, or to the actual or demonstrably anticipated research or development of the Company (or, for employees in jurisdictions with a different legal standard, to the fullest extent permitted by law); or (2) result from any work performed by you for the Company.

(b) **Duty to Disclose.** You agree to disclose all Developments fully and in writing to the Company promptly after development, conception, invention, creation or discovery of the same, and at any time upon request.

(c) **Assignment of Rights.** You agree to assign, and hereby do assign to the Company all 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.

(d) **Waiver of Rights.** You waive any rights that you may have in any Developments and, to the extent that such waiver is ineffective under applicable law until a Development is developed, conceived, created, invented or discovered, you agree to waive such rights immediately upon the development, conception, creation, invention or discovery of such Development.

(e) **Cooperation.** You agree that during and after your employment with the Company you will provide all assistance that the Company reasonably requests (without charge, but at no cost to you) to secure or enforce its rights throughout the world with respect to Developments, including signing all

necessary documents to secure or memorialize those rights. If you fail or refuse to sign documents necessary to secure or enforce the Company's rights, or if the Company cannot locate you through the exercise of reasonable diligence, you irrevocably appoint the Company or its designee as your attorney to sign such documents in your name.

(f) **Pre-Existing Developments.** For any intellectual property in which you claim an ownership or controlling interest, in whole or in part, that were conceived, invented, created, discovered, developed, or otherwise made or reduced to practice by you, prior to commencing your employment with the Company ("Pre-existing Developments"), to the extent such Pre-existing Developments relate to the Company's actual or anticipated business or research or development or products, you agree to grant and do hereby grant to the Company a release and a non-exclusive, non-transferable (except within the Company), perpetual, irrevocable, royalty-free, world-wide license to all Pre-existing Developments, except that the foregoing release and license shall not apply to that which you have specifically brought to the Company's attention and received the Company's acknowledgement in writing prior to the start of your employment.

5. Return of Company Materials

Upon your last date of active employment with the Company, or upon the request of the Company, whichever occurs sooner, you agree to return immediately to the Company all "Company Materials" including: (a) all Confidential Information as defined in Sections 2 and 3 of this Agreement; and (b) all Company issued equipment, devices and other property. The obligation to return all Confidential Information includes all such information wherever it may exist including, but not limited to, Confidential Information existing or residing on non-EMC owned equipment or devices.

6. Additional Provisions

(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. If any provision of this Agreement is 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, you agree that such court may modify any such provision to permit enforcement of the provision to the maximum extent permissible as 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 court (in addition to any other relief to which the Company may be entitled), 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 Business Conduct Guidelines, and the Arbitration, Insider Trading, Anti-Harassment and Information Security policies. You agree that you will be bound and will abide by such Guidelines and policies and all other Company policies, as they may be 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 between yourself and the Office of the General Counsel.

(h) You agree that if the Company commences an action against you in any forum, by way of claim or counterclaim and including declaratory claims, in which it is determined that you have violated any provision of this Agreement, you will reimburse the Company for all its costs, expenses and reasonable attorneys' fees (collectively "Fees") incurred in such action. If the Company commences a court action pursuant to Section 6(d) of this Agreement, the issuance of a preliminary or permanent injunction shall entitle the Company to recover its Fees under this Section.

(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. You agree that the exclusive venue for any action arising out of this Agreement that may be pursued in court is in the state and/or federal courts of Massachusetts and you consent to the personal jurisdiction in such courts.

(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 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 you 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, unless and until you execute another Key Employee Agreement that supersedes this Agreement, this Agreement is applicable even if you change positions within the Company. The terms of this Agreement, (unless superseded by a later executed Key Employee 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.

7. Arbitration

You agree to binding arbitration of Legal Disputes as defined in, and pursuant to the terms of, the EMC Arbitration Policy, the current version of which is attached to this Key Employee Agreement and incorporated herein by reference.


Agreed and Executed Under Seal:

Signature

Name (Printed)

Date

EMC Corporation



**By: Mary Louise (ML) Krakauer
Executive Vice President,
Human Resources**

Revised: December 2013