

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6565850

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALON MARCU	05/12/2019
RECEIVING PARTY DATA		
Name:	WESTERN DIGITAL CORPORATION	
Street Address:	5601 GREAT OAKS PARKWAY	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95119	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17178401
CORRESPONDENCE DATA		
Fax Number:	(312)321-4299	
<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:	3123214719	
Email:	USAssignments@brinksgilson.com, lhedl@brinksgilson.com	
Correspondent Name:	JOSEPH F. HETZ	
Address Line 1:	BRINKS GILSON & LIONE	
Address Line 2:	P.O. BOX 10395	
Address Line 4:	CHICAGO, ILLINOIS 60610	
ATTORNEY DOCKET NUMBER:	10519-3827 (WDA-5228-US)	
NAME OF SUBMITTER:	JOSEPH F. HETZ	
SIGNATURE:	/Joseph F. Hetz/	
DATE SIGNED:	02/23/2021	
Total Attachments: 7		
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Employee Invention and Confidentiality Agreement

I, the undersigned employee, enter into this Employee Invention and Confidentiality Agreement (this "Agreement") with the entity that employs me ("Employer"). In consideration of my employment or continued employment with Employer, or a current or future direct or indirect subsidiary or affiliate of Employer, including without limitation Western Digital Corporation, and their successors and assigns (individually and collectively referred to as "the Company"), and for other good and valuable consideration including my salary and other compensation as an employee, the receipt of which is hereby acknowledged, I agree with Employer as follows:

1. **Effective Date.** This Agreement is effective as of the earlier of: (i) the commencement of my employment with Employer or a current or future subsidiary or affiliate of Employer, or (ii) the date and time at which Confidential Information was or is first disclosed to me in connection with my employment with Employer.
2. **Intellectual Property Ownership.** I agree and acknowledge that Company's rights include all Intellectual Property rights (subject to the exclusion in Section 2(c) below) that I solely or jointly perform, create, design, or develop by virtue of my employment with Employer, whether before or after I have executed this Agreement, and that ownership of all such Intellectual Property hereby vests in Company. I agree and acknowledge that all such Intellectual Property shall be considered works made for hire and works produced in the service of Employer within the scope of my employment. As used herein, the term "Intellectual Property" includes, but is not limited to, inventions, inventor's certificates, utility model rights, inventive acts (including an act of conception or of reduction to practice), patents, patent applications, copyrights, moral rights, neighboring rights, sui generis rights, database rights, other rights associated with works of authorship, creations or performances, trade secrets, know-how, industrial property rights, trademarks, designs, industrial design rights, and trade dress. The Intellectual Property Company owns under this Agreement includes, but is not limited to, all Intellectual Property (subject to the exclusion in Section 2(c) below) I conceive of or reduce to practice during or within a reasonable time after my employment with Employer or a current or future subsidiary or affiliate of Employer (whether or not during regular working hours) that may be embodied in, or used in, the making or operation of the Company's past, current, or future products, processes, systems, software, or services.

[REDACTED]

[REDACTED]

3. Intellectual Property Assignment. I agree to and do hereby grant and assign to Company my entire right, title, and interest in and to all Intellectual Property (other than an invention subject to the exclusion referred to in Section 2(c) above) that I have acquired or will acquire during the term of my employment with Employer that (1) is developed at least in part during the hours of my employment; (2) is developed using Company equipment, supplies, facilities, or trade secrets; (3) relates at the time it is created, conceived, or reduced to practice to the Company's business or to the actual or demonstrably anticipated research or development of Company; or (4) results from any work I perform for Employer. If notwithstanding the foregoing, I retain any right, title, or interest to any such Intellectual Property, I hereby grant, and agree to grant, to Company, without any limitations or any additional consideration, the worldwide, exclusive, perpetual, irrevocable, transferable, freely sublicenseable, right and license under all my right, title, and interest with respect to such Intellectual Property. If, notwithstanding the foregoing, I retain any moral rights with respect to any such Intellectual Property, I hereby waive all such moral rights. If any moral rights are not waivable under applicable law, I hereby promise and covenant not to institute, support, maintain, or permit any action or proceeding on the basis of, or otherwise assert any moral rights with respect to any such Intellectual Property. If under mandatory and non-waivable applicable laws, I am entitled to receive any additional consideration or remuneration for any assignment, transfer, conveyance, or license or any right, title, or interest with respect to any such Intellectual Property, all such assignments, transfers, conveyances, and licenses hereunder shall be conditioned on Employer's express written notice, after my disclosure to Company of such Intellectual Property, that it accepts such assignment, transfer, conveyance, or license.

For the avoidance of doubt, all assignable inventions shall be deemed, to the extent applicable, "Service Inventions" as defined in the Israeli Patent Law, 1967 (the "Patent Law") and under no circumstances shall I be deemed to have any proprietary right in any such Service Invention, notwithstanding the provision or non-provision of any notice of invention and/or Company response to any such notice, under Section 132(b) of the Patent Law. This Agreement is expressly intended to be an agreement with regard to the terms and conditions of consideration for Service Inventions in accordance with Section 134 of the Patent Law. I specifically acknowledge and agree that my duties with Employer may entail the invention and development of new ideas, technologies, products and other confidential and proprietary information, and that the creation of any such intellectual property is an inherent part of my duties with Employer. I further acknowledge and agree that I shall not be entitled to additional royalties, consideration or other payments with regard to any Intellectual Property, or Service Inventions or any of the intellectual property rights set forth above, including any commercialization thereof or other intellectual property rights, and do hereby explicitly, irrevocably and unconditionally waive the right to receive any such additional royalties, consideration or other payments. It is hereby clarified that the level of my compensation and consideration has been established based upon the aforementioned waiver of rights to receive any such additional royalties, consideration or other payments, and that my compensation as a service provider and/or employee of Employer includes full and final compensation and consideration to which I may be entitled under law with respect to any Intellectual Property, any Service Inventions or any of the intellectual property rights set forth above.

[REDACTED]

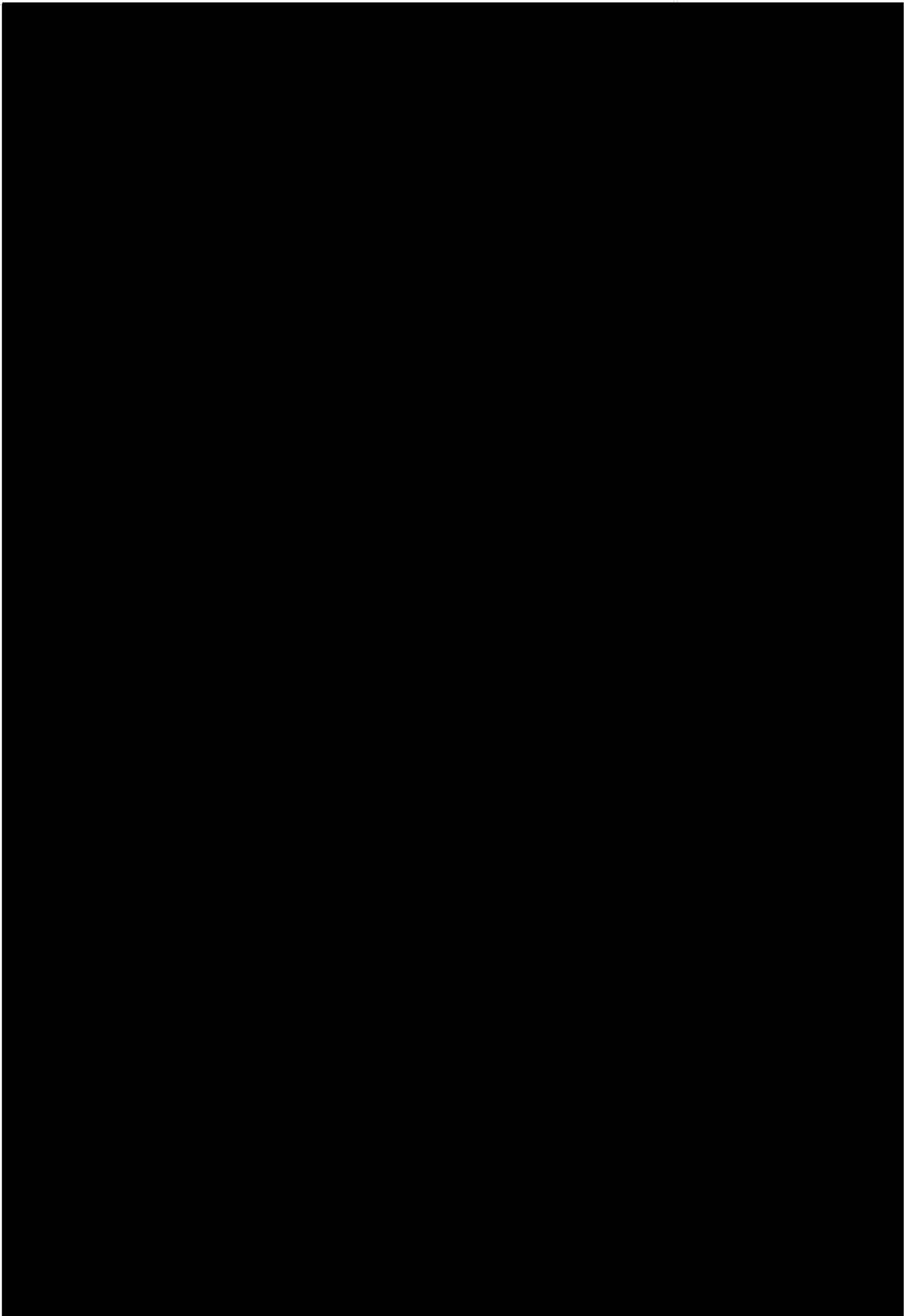
b) Power of Attorney. In the event that Employer is unable to secure my signature on any document required by Employer under Section 3(a) or any document necessary to apply for, establish, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Company Intellectual

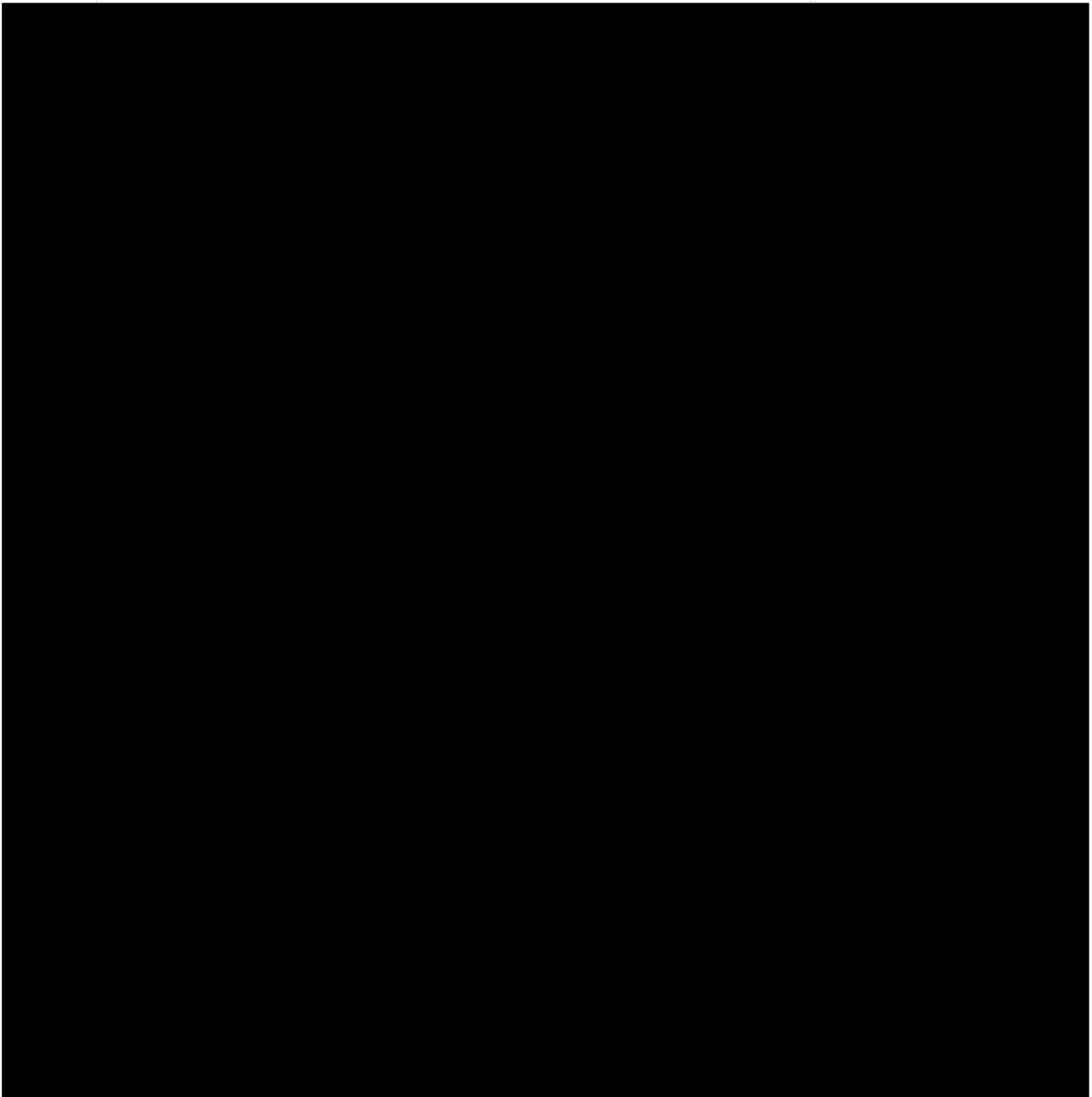

[REDACTED]

Property rights, whether due to mental or physical incapacity or other cause, I hereby irrevocably designate and appoint Employer and each of its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by me.

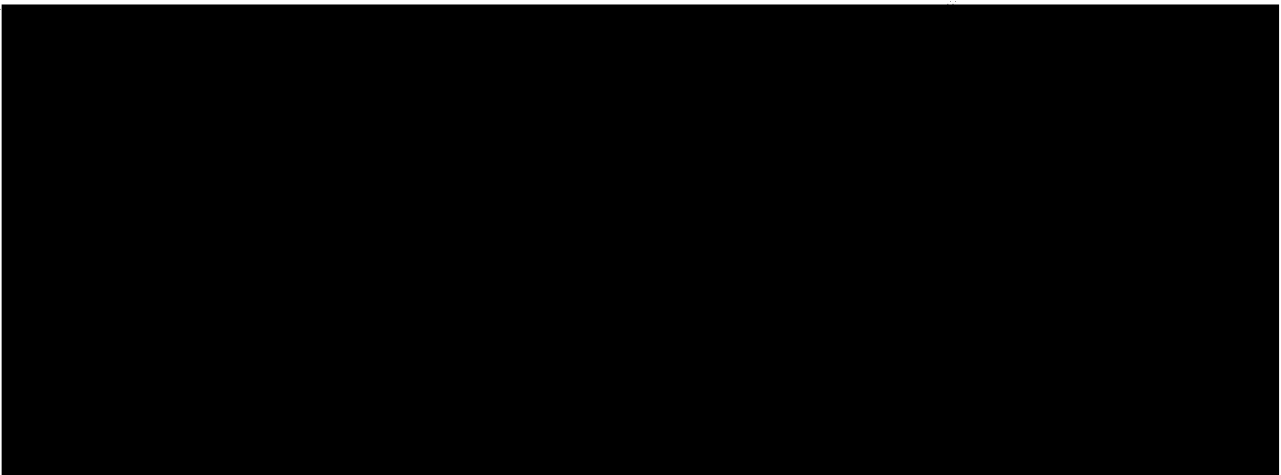
[REDACTED]

[REDACTED]





18. Continuing Obligations. My obligations under this Agreement continue in effect beyond the term of my employment with Employer, and my obligations are binding on my assigns, heirs, executors, administrators, and other legal representatives.



IN WITNESS WHEREOF, I have executed this Agreement on the day and the year written below.

Dated: May 12, 2019

Signed:

DocuSigned by:

Alon Marcu

8678C369973E49D3

Employee ID Number: 3614

Print Full Name: Alon Marcu

EXHIBIT A
Previously Conceived Intellectual Property

Per Section 2(b) above, the list below contains all previously conceived Intellectual Property in which I personally have an ownership interest before my employment with Employer, including any pertinent documentation. The word NONE here confirms that I do not have any previously conceived Intellectual Property in which I personally have an ownership interest. [If you have previously conceived Intellectual Property in which you personally have an ownership interest that does not appear below and you are filling this form out online, please decline this form and contact your HR representative for assistance.]

NONE
