

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DANNY DHILLON	01/08/2019
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:	16800581
CORRESPONDENCE DATA		
Fax Number:	(203)255-6570	
<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:	2032556560	
Email:	ctoffice@rml-law.com	
Correspondent Name:	KEVIN M. MASON	
Address Line 1:	2425 POST ROAD, SUITE 204	
Address Line 2:	RYAN, MASON & LEWIS, LLP	
Address Line 4:	SOUTHPORT, CONNECTICUT 06890	
ATTORNEY DOCKET NUMBER:	118354.01	
NAME OF SUBMITTER:	KEVIN M. MASON	
SIGNATURE:	/Kevin M. Mason/	
DATE SIGNED:	04/02/2021	
Total Attachments: 9		
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DELL KEY EMPLOYEE AGREEMENT

In view of the highly competitive nature of the business of Dell Technologies , Inc. (together with its wholly owned subsidiaries, collectively referred to as "Dell" or the "Company"), Dell's need 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, being provided access to certain trade secrets and/or confidential and proprietary information in conjunction with my employment with the Company, being provided training, experience, and expertise from Dell that make my services of special, unique, and extraordinary value to Dell, being allowed to develop and/or to be associated with Dell's goodwill, my employment or continued employment with Dell, and my compensation and benefits from Dell, I agree as follows:

1. Non-Competition/Non-Solicitation

(a) **No Conflicts of Interest.** For as long as I am employed by Dell, I shall devote my 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 my obligations to the Company. If I have doubts about whether any particular business or activity would potentially be competitive or otherwise present a conflict of interest, I will promptly consult Dell's Chief Ethics and Compliance Officer for guidance in advance.

(b) **Restriction on Solicitation of Company Employees.** During my employment and for the twelve (12) month period following the effective date of the end of my employment with the Company for any reason, I will not, directly or indirectly: (i) solicit a Company Employee to terminate or diminish such person's relationship with the Company or to become employed by any other company; (ii) provide any input into, provide any information in connection with, or otherwise be involved in the identification, recruitment, consideration, selection, hiring, or other engagement of a Company Employee; or (iii) assist any other person in accomplishing any of the foregoing. A Company Employee is any person who is or was an employee of the Company during the period of my employment with the Company and has not been separated from the Company for at least 180 days.

(c) **Restrictions on Solicitation or Servicing of Company Customers and Channel Partners.** During my employment with the Company and for the twelve (12) month period following the end of my employment with the Company for any reason, I will not directly or indirectly:

(i) Solicit a customer, channel partner, potential customer or potential channel partner of the Company with whom I had dealings on behalf of the Company within the last twenty-four months of my employment with the Company or about whom I obtained Confidential Information ("Customer or Channel Partner") to purchase products and/or services competitive with the Company's products or services;

(ii) Provide a Customer or Channel Partner with products and/or services competitive with the Company's products or services;

(iii) Provide to or perform for a Customer or Channel Partner consulting or other services (as an employee, contractor, or in any other capacity) of the same or similar type that I provided to that Customer or Channel Partner on behalf of the Company during the last twenty-four (24) months of my active employment with Company.

For California employees only: If, as of my last day of employment, and at the time enforcement of this provision is sought, I work in the state of California, the restrictions in this Section 1(c) will not apply, but I will be prohibited from solicitation or services using the Company's trade secrets as defined by California law.

(d) **Notice of New Employment.** If I agree to enter into any employment, consulting, or other service relationship with any entity that potentially competes with Dell in any way, whether or not such entity could be considered a Competitor as that term is defined in this Agreement, I will give written notice to Dell's Chief Ethics and Compliance Officer within 24 hours of my acceptance of such employment, consulting, or other service relationship. I will include in the written notice the name and address of the entity or business concern involved (if any) and I will describe in the written notice the title, nature, and duties of the employment, consulting, or other service relationship, and the products and services to which my duties will relate (or, if those products or services are confidential, the product or service type or category). In addition, I agree to provide this information to Dell upon request at any time during the 12 months after the end of my employment, without regard to whether such entity potentially competes with Dell. I expressly consent to and authorize Dell to disclose both the existence and terms of this Agreement to any future employer or other user of my services.

(e) **Extension of Restrictive Period.** The twelve (12) month restrictive period(s) set forth in Sections 1(b) and (c) above shall be extended to the fullest extent permitted by law by a period equal to the total number of days in which I am in breach of such obligation(s).

2. Ownership of Intellectual Property

(a) **All Developments the Property of the Company.** Subject to Section 2(b) 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, in whatever form, conceived, invented, created, discovered, developed, or otherwise made by me, 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 my employment with the Company ("Developments") shall be the sole property of the Company from the moment of their development, conception, invention, creation, or discovery.

(b) Exceptions to Paragraph 2(a).

(i) **Developments During Period of Employment.** An invention that I develop entirely on my own time without using Company equipment, supplies, facilities, IT network, 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 me for the Company. *For California employees only:* I acknowledge that pursuant to Section 2872 of the California Labor Code, I have been advised that the provisions of this Agreement requiring the assignment of Company Inventions do not apply to any invention that qualifies fully under Section 2870 of the California Labor Code.

(ii) **Pre-Existing Developments.** For any intellectual property in which I claim an ownership or controlling interest, in whole or in part, that was conceived, invented, created, discovered, developed, or otherwise made or reduced to practice by me, prior to commencing my 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, I 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 I have specifically brought to the Company's attention and received the Company's agreement and acknowledgement in writing prior to the start of my employment.

(c) **Duty to Disclose.** While I am a Dell employee, I will promptly disclose all Developments to Dell. Developments include each discovery, idea, improvement, or invention I create, conceive, develop, or discover, in whole or in part, alone or with others, (a) on Dell's time, (b) which relates to Dell's business, or (c) which results from the use of Dell's equipment, supplies, facilities, IT network or information. For one year following my termination of my Dell employment for any reason, I will disclose to Dell's General Counsel each patent application into which I had any material input or for which I provided any material intellectual support.

(d) **Assignment of Rights.** I agree to assign, and hereby do assign to the Company all right, title and interest throughout the world in and to all Developments. I agree that all Developments shall constitute "Works Made 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 I may have in any Developments without any obligation on the part of the Company to pay royalties or any other consideration to me in respect of such Developments. I will not do anything in conflict with Dell's rights and will cooperate fully to protect Intellectual Property against misappropriation or infringement.

(e) **Waiver of Rights.** I waive any rights that I 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, I agree to waive such rights immediately upon the development, conception, creation, invention or discovery of such Development. Dell shall not waive its rights to any Developments except through a written instrument that specifically waives its rights to a specific Development, references this paragraph, and is signed by a Dell officer following my full and complete disclosure in writing of the existence and nature of the Development.

(f) **Cooperation.** I agree that during and after my employment with the Company I will provide all assistance that the Company reasonably requests (without charge, but at no cost to me) to secure or enforce its rights throughout the world with respect to Developments, including giving of evidence and executing any documents deemed helpful or necessary by Dell to establish, perfect, and register worldwide such rights in Developments. I irrevocably appoint Dell as my attorney-in-fact for the sole purpose of executing all necessary documents relating to the registration or enforcement of Dell's copyrights, patents, and other intellectual property rights.

3. Protection of Confidential Information

(a) **Confidential Information.** I agree that both during my employment with the Company and thereafter I will not use for my own benefit or for the benefit of any other person or entity, publish, misappropriate, or disclose to anyone, except as required in the performance of my duties for the Company or as specifically authorized in writing by the Company, any Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information and data in whatever form that is valuable to Dell and is not generally known outside of Dell; all Dell proprietary information; all Dell trade secrets; all information and data in whatever form that is disclosed by others in confidence to Dell; and any derivation or compilation of any of the foregoing. I understand Confidential Information may not be explicitly marked as confidential. If I have doubts about whether particular information is Confidential Information, I will promptly consult Dell's Legal Department for guidance in advance. I understand and agree that Confidential Information includes, but is not limited to, the information described below:

(i) Technical information of Dell, its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies; computer product, process, and/or devices; software product; and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;

(ii) Business information of Dell, its affiliates, its customers, or other third parties, such as but not limited to: information relating to actual and anticipated relationships between Dell and other companies; financial information; information relating to customer or vendor relationships; product pricing, customer lists, customer preferences, credit information; business, marketing, strategic, and go-to-market plans and presentations; performance and compensation information of other employees obtained as a result of my position with Dell; and similar items;

(iii) Information relating to future plans of Dell, its affiliates, its customers, or other third parties, such as but not limited to: marketing strategies; new product research; pending projects and proposals; proprietary production processes; research and development strategies; and similar items; and

(iv) All "trade secrets" within the meaning of the Uniform Trade Secrets Act and the federal Defend Trade Secrets Act of 2016. I hereby waive any requirement that Dell submit proof of the economic value of any trade secret or post a bond or other security to enforce its rights under applicable law.

(b) **Exceptions.** Confidential Information shall not include any specific information that has been voluntarily disclosed to the public by the Company (except where such public disclosure has been made by me without authorization) or that has been independently developed and disclosed by others, or that otherwise has entered the public domain through lawful means. Confidential Information does not include any information that is in the public domain at the time of disclosure by Company to me or that subsequently comes into the public domain through no violation of this Agreement by me or similar agreements by other employees of Company.

(c) **Defend Trade Secrets Act.** I acknowledge and agree that, through this Agreement, the Company has provided me with written notice that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), provides an immunity for the use of trade secret information to report suspected violations of law and/or in an anti-retaliation lawsuit, as follows:

(i) **Immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made:

(A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and

(B) solely for the purpose of reporting or investigating a suspected violation of law; or

(C) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(ii) **Use of Trade Secret Information in Anti-Retaliation Lawsuit.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual:

(A) files any document containing the trade secret under seal; and

(B) does not disclose the trade secret, except pursuant to court order.

I acknowledge and agree that nothing in this Agreement shall be construed to impose any obligation inconsistent with the Defend Trade Secrets Act.

(d) I recognize and agree that the Company has a legitimate business interest in protecting its Confidential Information and would not permit me access to its Confidential Information if I did not agree to honor my obligations in this Agreement. I also recognize and agree that I have an obligation to maintain the secrecy of, and not use, the Company's Confidential Information, including such information that is solely in my memory.

4. Confidential Information of Third Parties

I will not use in my work or disclose to Dell any confidential or proprietary information of a third party that I received outside the scope of my employment with Dell unless I first obtain written authorization from that third party and provide same to Dell Legal. I will not violate my confidentiality or other obligations owed to any person or entity, including former employers.

5. Return of Company Property and Information

(a) Upon demand or when my active employment with Dell ends, whichever comes first, I agree to return immediately to a designated Dell representative all Company property including: (a) all Confidential Information as defined in Section 3 of this Agreement, including all originals, copies, derivation, and compilations of such information; and (b) all Company issued or owned equipment, devices, and other property in my possession or control.

(b) I understand and agree my 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-Company owned equipment or devices. Accordingly, upon demand or when my active employment with Dell ends, whichever comes first, I will search and review all of my electronic storage devices and media, including but not limited to my home and personal computers, USB storage devices, external and internal hard drives, tablets, smartphones, online storage services, and any other storage media or service (even if it was a violation of Dell policy to store such information in such locations) and immediately return (and not retain any copy or derivation of) all Confidential Information as defined in Section 3 of this Agreement, including all originals, copies, derivation, an compilations of such information. I acknowledge and agree that if I have any doubts about whether something is Confidential Information, I am obligated to return any such information to the Company.

(c) I recognize Confidential Information that is solely in my memory is not capable of return and may require protection through enforcement of this Agreement even where I have fully complied with this Section 5. I will also cooperate in conducting an exit interview with a designated Dell representative upon request by Dell.

6. Employment at Will

This Agreement does not create any obligation on the Company or me to continue my employment. My employment at Dell is not for any specified period of time. My employment is "at will," meaning that either Dell or I may terminate my employment at any time for any reason, with or without cause or advance notice.

7. Compliance with Laws and Company Policies

I agree to act legally and ethically at all times while I am employed by Dell and to abide by all applicable laws and regulations, as well as the provisions of the Dell Code of Conduct (receipt of which I hereby acknowledge) and all policies, procedures, standards, directives, and rules as may be adopted or modified by Dell from time to time, and I hereby agree to review and regularly re-review same to ensure I am familiar with the current version of same. I likewise agree to comply with all of my common law and statutory obligations to Dell. I further agree to complete all required training, including but not limited to ethics and compliance training, in a timely and ethical manner. I agree to timely and properly report possible or actual illegal and/or unethical behavior to Dell when I become aware of it. I further agree I will give Dell my full cooperation, both while I am employed and thereafter, in investigations undertaken by Dell and in connection with any claims, lawsuits, or proceedings that relate in any manner to my conduct or duties, or that are based on facts about which I obtained personal knowledge, while employed at Dell. Dell will reimburse me for my direct and reasonable out of pocket expenses (excluding attorney's fees) incurred with respect to rendering such cooperation, provided I request and obtain approval of such expenses prior to incurring them.

8. Export Compliance

I will not export or otherwise transfer out of the United States or release to any person within the United States, Controlled Technology or Software, during or after my employment, except as authorized in writing by Dell. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations. Release within the United States includes disclosure to any person,

oral exchanges with persons in the United States or abroad, and application to situations abroad of personal knowledge or technical experience acquired in the United States. If I have any doubts regarding whether particular information is Controlled Technology or Software, I will promptly consult Dell's Legal Department or Dell's Trade Compliance Organization.

9. Non-Disparagement

I agree that, except as may be required by law, court order or as is otherwise permitted by this Agreement, I will not, whether openly, anonymously, or under pseudonym, in any individual or representative capacity whatsoever, make any statement, oral or written, which is detrimental in any material respect to the reputation or goodwill of Dell. I understand that my compliance with a subpoena or other legally compulsory process or my participation as a witness in any lawsuit will not be a violation of this provision.

10. Non-Interference

This Agreement does not prohibit me from discussing terms and conditions of my employment to the extent permitted by law. In addition, nothing in this Agreement shall interfere with my right to file a charge with a governmental agency or to cooperate with a governmental investigation.

11. Company Use of My Information

(a) I agree my name, voice, picture, and likeness may be used in Dell's advertising, training aids, and other materials without payment of separate compensation to me during and after my employment. I will not issue or release any articles, advertising, publicity, or other matter relating to Dell, or provide any information regarding Dell to any other person intending to do so, without Dell's specific written consent.

(b) I acknowledge that the Company will maintain data, including in electronic form, relating to my employment and I agree that such data may be transferred, including across and state and country borders, to any Company location for the Company's business use. I agree that Dell Technologies may share my personal information with third parties to meet applicable law, enable effective business operations, or administer benefit programs.

12. Electronic Communications and Agreements

I agree I may receive delivery of notices and other communications at the e-mail address assigned to me by Dell, through publications to Dell's intranet, and through other electronic means of communication. I authorize Dell to accept my electronic signature as binding and final on any notice, agreement, or other document and to process employment-related transactions, including transactions involving benefits or compensation or any other aspect of employment, electronically. I agree that my electronic signature may consist of clicking a button or engaging in other conduct reasonably understood to indicate my agreement.

13. Disputes Under This Agreement

(a) I represent and warrant I have read and reviewed this Agreement, that I have been given an opportunity to ask the Company questions about this Agreement, and to consult an attorney of my choice concerning this Agreement, before executing this Agreement. I agree the terms of this Agreement are

reasonable and properly required for the adequate protection of the Company's legitimate business interests. If any term, provision, covenant, or condition of this Agreement is held by a court or arbitrator to be invalid, void, or unenforceable, the validity and enforceability of the remaining terms, provisions, covenants and conditions of this Agreement shall not in any way be affected, impaired, or invalidated. In addition, in such instance, the offending provision shall be modified to permit enforcement of the provision to the maximum extent permissible as modified and the parties agree to jointly request such modification.

(b) I agree any violation of my obligations under Sections 1 through 5 of this Agreement would cause irreparable harm to Dell, and I agree that Dell will be entitled (in addition to any other relief to which the Company may be entitled) to a temporary, preliminary, and permanent injunction restraining any violation or further violation of such sections. For any dispute for which the forum and venue are not fixed by my agreement to arbitrate with the Company, the exclusive forum and venue shall be the state courts of Texas situated in Williamson County, Texas, or the federal courts with jurisdiction over Williamson County, Texas, and for such purpose I consent to the personal jurisdiction of such courts.

(c) I agree that if the Company commences an action against me in any forum, by way of claim or counterclaim (including declaratory claims), in which it is determined that I have violated any provision of this Agreement, I 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 or arbitration action in connection with this Agreement, the issuance of a preliminary or permanent injunction against me shall entitle the Company to recover its Fees under this Section.

(d) **DELL AND I WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN DELL AND ME, INCLUDING ANY ACTION OR PROCEEDING ARISING OUT OF, UNDER, OR CONNECTED WITH THIS AGREEMENT, ANY OF ITS PROVISIONS, MY EMPLOYMENT RELATIONSHIP WITH DELL, ANY COMPENSATION OR BENEFITS ASSOCIATED WITH MY EMPLOYMENT RELATIONSHIP WITH DELL, OR ANY TERMINATION OF MY EMPLOYMENT RELATIONSHIP WITH DELL.**

14. Other Important Provisions

(a) I understand and agree my obligations under this Agreement shall survive the termination of my 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 I may have with the Company. I understand and agree that my obligations under this Agreement shall be binding upon my heirs, assigns, executors, administrators and representatives, that the Company may assign my obligations and its rights under this Agreement, and that the provisions of this Agreement shall inure to the benefit of and be binding on the successors and assigns of the Company.

(b) The terms of this Agreement (unless superseded by a later executed agreement with the Company) shall continue to apply with full force and effect in the event: (i) I am promoted, demoted, transferred, assigned or otherwise assume one or more positions or functions other than, or in addition to, my position or functions as of the date I originally signed this Agreement, regardless of changes in job title, duties, management or compensation; or (ii) I am transferred or assigned to, or otherwise work for, any affiliate, subsidiary or other division or business unit of the Company. No other agreement with the Company shall supersede this agreement unless it expressly states in writing that it is intended to supersede this Agreement.

(c) 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.

(d) I agree this Agreement may be amended or modified only by written agreement between Dell's General Counsel and me. I further understand and agree that no one other than Dell's General Counsel has the authority to amend or modify this Agreement on behalf of Dell and that Dell's General Counsel has such authority only when acting in writing.

(e) This Agreement, together with the attached offer letter and signed Addenda (if any), constitute my entire agreement with Dell concerning the topics covered. These documents replace completely any earlier or contemporaneous communication or agreement with Dell about these topics, whether verbal or written, expressly including any Protection of Sensitive Information, Noncompetition and Nonsolicitation Agreement. If this Agreement is not executed, any Protection of Sensitive Information, Noncompetition and Nonsolicitation Agreement that exists between you and Dell shall remain in full force and effect. This Agreement in no way displaces or limits any agreement to arbitrate claims between me and Dell or any agreement relating to long-term incentive awards.

(f) No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

I have carefully read this Agreement, and I understand and accept its terms.

danny dhillon
danny dhillon (Jan 3, 2019)

Signature

danny dhillon

Printed Name

today

Date