

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7203730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YI WANG	04/07/2021
JUN TANG	08/25/2021
QINGXIAO ZHENG	08/25/2021
BING LIU	04/06/2021
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:	17411287
CORRESPONDENCE DATA	
Fax Number:	
<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:	7136581818
Email:	hiromi.horiuchi@chamberlainlaw.com
Correspondent Name:	ALY Z. DOSSA
Address Line 1:	CHAMBERLAIN HRDLICKA
Address Line 2:	1200 SMITH STREET, SUITE 14000
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	170360-072800US
NAME OF SUBMITTER:	ALY Z. DOSSA
SIGNATURE:	/Aly Z. Dossa/
DATE SIGNED:	03/02/2022
Total Attachments: 10	
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ASSIGNMENT

WHEREAS, we, Yi Wang, Jun Tang, Qingxiao Zheng, and Bing Liu 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 *METHOD, ELECTRONIC EQUIPMENT, AND COMPUTER PROGRAM PRODUCT FOR MANAGING BACKUP DATA*, 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 _____ as U.S. Application No. _____;

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

WHEREAS, EMC IP Holding Company LLC (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts 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:

Date: April 7, 2021

Yi Wang

Inventor's Signature

Print full name of first inventor:

Yi Wang

Residence:

Chengdu, China

Citizenship:

China

Mailing Address:

c/o EMC IP Holding Company LLC
176 South Street
Hopkinton, MA 01748

Date: 2021-4-6

Bing Liu
Inventor's Signature

Print full name of fourth inventor:

Bing Liu

Residence:

Tianjin, China

Citizenship:

China

Mailing Address:

c/o EMC IP Holding Company LLC
176 South Street
Hopkinton, MA 01748

KEY EMPLOYEE AGREEMENT

TO:

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 other business or activity that is in competition with or related to the business in which the Company is now involved or becomes involved during your employment, nor will you engage in any other activities that conflict with your obligations to the Company. You acknowledge and agree that compensation paid to you by the Company now is a valid and sufficient consideration for your full time employment and the Non-Competition Covenant. For purposes of the immediately preceding sentence, a Non-Competition Covenant is hereby defined to mean an agreement between you and the Company that for a period of 12 months following the effective date of your termination from the Company with or without cause, 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. The Company at its option may choose to modify the terms of the Non-Competition Covenant by notice to you.
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 not to use for your own benefit, or divulge or disclose to any person outside of the Company, 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 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 made for hire under the copyright laws of the United States 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.** 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.

KEY EMPLOYEE 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 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 other relief in any court of competent jurisdiction, to enforce the terms of this Agreement.

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

(g) 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 preliminary 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.

(h) You agree that tuition costs for which the Company has reimbursed you will be recovered in full if you voluntarily terminate employment within one year of completion of the respective course.

(i) 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.

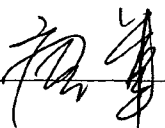
(j) This Agreement does not create any obligation on the Company or any other person or entity to continue your employment. Either the Company or you may terminate your employment at will.

8. Arbitration. You agree that binding arbitration shall be the sole and exclusive remedy for any dispute arising out of or relating to termination of your employment by the Company or any alleged discrimination by the Company; provided, however, that this shall in no way limit the Company's ability to commence litigation with regard to any breach of this Agreement. Any such arbitration shall be conducted pursuant to the procedures set forth in the Company's arbitration policy. You also agree that any such arbitration must be commenced within one year from the date such claim accrued, or will be forever barred.

AGREED AND ACCEPTED

Signature: _____

Date: _____



KEY EMPLOYEE AGREEMENT

TO:

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 other business or activity that is in competition with or related to the business in which the Company is now involved or becomes involved during your employment, nor will you engage in any other activities that conflict with your obligations to the Company. You acknowledge and agree that compensation paid to you by the Company now is a valid and sufficient consideration for your full time employment and the Non-Competition Covenant. For purposes of the immediately preceding sentence, a Non-Competition Covenant is hereby defined to mean an agreement between you and the Company that for a period of 12 months following the effective date of your termination from the Company with or without cause, 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. The Company at its option may choose to modify the terms of the Non-Competition Covenant by notice to you.
- 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 not to use for your own benefit, or divulge or disclose to any person outside of the Company, 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 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 made for hire under the copyright laws of the United States 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.** 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

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- (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 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 other relief in any court of competent jurisdiction, to enforce the terms of this Agreement.
- (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 agree that this Agreement may be amended or modified only by written agreement of yourself and an authorized representative of the Company.
- (g) 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 preliminary 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.
- (h) You agree that tuition costs for which the Company has reimbursed you will be recovered in full if you voluntarily terminate employment within one year of completion of the respective course.
- (i) 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.
- (j) This Agreement does not create any obligation on the Company or any other person or entity to continue your employment. Either the Company or you may terminate your employment at will.

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AGREED AND ACCEPTED

Signature: 郑友雷

Date: 07/04/2016