

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7294970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JIE WU	01/30/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DELL PRODUCTS L.P.
<b>Street Address:</b>	ONE DELL WAY
<b>City:</b>	ROUND ROCK
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78682
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17727716
<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>	737-285-2516
<b>Email:</b>	jmencher@prol-ip.com, slong@prol-ip.com
<b>Correspondent Name:</b>	PROL INTELLECTUAL PROPERTY LAW, P.L.L.C.
<b>Address Line 1:</b>	JOSEPH MENCHER, P.O. BOX 162781
<b>Address Line 4:</b>	AUSTIN, TEXAS 78716
<b>ATTORNEY DOCKET NUMBER:</b>	128390.01
<b>NAME OF SUBMITTER:</b>	SVJETLANA LONG
<b>SIGNATURE:</b>	/Svjetlana Long/
<b>DATE SIGNED:</b>	04/23/2022
<b>Total Attachments: 9</b>	
source=128390.01 Jie_Wu_Employment_Agreement#page1.tif	
source=128390.01 Jie_Wu_Employment_Agreement#page2.tif	
source=128390.01 Jie_Wu_Employment_Agreement#page3.tif	
source=128390.01 Jie_Wu_Employment_Agreement#page4.tif	
source=128390.01 Jie_Wu_Employment_Agreement#page5.tif	
source=128390.01 Jie_Wu_Employment_Agreement#page6.tif	

source=128390.01 Jie\_Wu\_Employment\_Agreement#page7.tif  
source=128390.01 Jie\_Wu\_Employment\_Agreement#page8.tif  
source=128390.01 Jie\_Wu\_Employment\_Agreement#page9.tif

DELL KEY EMPLOYEE AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**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.

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

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

Jie Wu  
Jie Wu (Jan 30, 2019)  
Signature

Jie Wu  
Printed Name

1/30/2019  
Date