

INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

During your employment with Mentor Graphics you have access to confidential information and you may develop ideas, work product and Inventions useful to Mentor Graphics. For these reasons, we ask that you read and sign the following agreement that will be effective as of your first day of employment. The provisions of this agreement will also apply to any work which you perform for any Mentor Graphic's Subsidiary or affiliate.

Definitions

- a) "Confidential information" includes (i)Trade secrets (defined below);(ii)technical information of Mentor Graphics, including without limitation technical data, formulas, inventions, training materials, engineering data, designs, software, specifications and characteristics of product planned or being developed and research subjects, methods and results; (iii)business information of Mentor Graphics such as operations, costs , profits, pricing policies, markets, Sales , suppliers, manufacturing, purchasing, accounting, customer lists , employee lists, product plans and marketing plans or strategies and (iv) Third Party confidential information or trade secrets received by Mentor Graphics under Duty of confidentiality
- b) "Inventions" includes discoveries, concepts, ideas and improvements to existing technology whether written or not written or otherwise converted to tangible form and whether patentable or not.
- c) "Trade Secrets" include information not generally known to the public that has independent economic value to Mentor Graphics.
- d) "Work Product" includes documentation, software, and other tangible media relating to the business of Mentor Graphics.

I AGREE:

1. CONFIDENTIALITY

- a) I will not any time reveal to unauthorized persons confidential information belonging to Mentor Graphics, any Mentor Graphics subsidiary or affiliate or any third party to which Mentor Graphics has a duty of confidentiality.
- b) I will not any time use Mentor Graphics confidential information or confidential information of any subsidiary or affiliate or any third party to which Mentor Graphics has a duty of confidentiality, for any purpose other than the purpose for which it is disclosed to me.
- c) I acknowledge that Mentor Graphics owns all work product created by me using Mentor Graphics' time, supplies, materials, equipment, facilities or confidential information.

- d) Prior to leaving Mentor Graphics, I will return all Mentor Graphics confidential information, all confidential information of any subsidiary or affiliate and all confidential information of third parties to which Mentor Graphics has a duty of confidentiality and all work product in my possession whether created by me or others.
- e) If a court of competent jurisdiction finds that after leaving Mentor Graphics I used Mentor Graphics confidential information in creation of an invention, such invention shall be deemed to be subject to the assignments set forth in Section 3.
- f) I will not disclose to Mentor Graphics any confidential information of any former employer. I will not bring to Mentor Graphics premises any confidential information or other property belonging to a former employer without the prior written consent of that employer.

2. ASSIGNMENTS: I make following assignments to Mentor Graphics on a world-wide basis

- a) I assign entire right, title and interest to all invention, created by me during my employment with Mentor Graphics and those inventions created by me within one year following any suspension or termination from Mentor Graphics that (i) at the time of conception or reduction to practice relate to the business of Mentor Graphics, including any actual or anticipated research or development; (ii) result from the use of Mentor Graphics time, equipment, supplies, material, facilities or confidential information. Such inventions shall belong exclusively to Mentor Graphics.
- b) I assign all inventions and work product that I incorporate into Mentor Graphics inventions or work product regardless of whether I developed the inventions or work product prior to or during my employment with Mentor Graphics.
- c) I shall assist Mentor Graphics to obtain and protect patents on Mentor Graphics inventions. This obligation includes without limitation, my assisting in the preparation and review of patent applications and the execution of declaration, assignment and other documents ("Patent Documents") as requested. I agree to keep confidential all information contained in or relating to the Patent Documents.
- d) The assignment in this Section 2 do not apply to inventions for which no Mentor Graphics equipment, supplies, facilities or confidential information was used and

which were developed entirely on my own time unless the inventions (i) at the time of conception or reduction to practice relate (A) directly to the business of Mentor Graphics or (B) to Mentor Graphics actual or demonstrably anticipated research or development or (ii) result from any work performed by me for Mentor Graphics, attached to this agreement is a list of all inventions and work product which I developed prior to my employment by Mentor Graphics that shall not be subject to this agreement unless incorporated into Mentor Graphics inventions or Work Product by me.

3. GENERAL

- a) I agree that if a court finds any term of this agreement unenforceable, the court may rewrite or strike the term as necessary to preserve as much of the intent of this agreement as is legally possible. Regardless of the enforceability of any term, the other terms of this agreement shall remain in effect.
- b) This agreement shall be governed by the laws of the state of Oregon excluding choice of law rules.