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| <p>1. Name of conveying party(ies): JAMES C. McCLURE</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) Name: <u>OPR/FINANCE</u> <u>Chemfree Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>8 Meca Way</u></p> <p>City: <u>Norcross, GA</u> Zip: <u>30093</u></p> <p>Country: <u>USA</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 2, 1993</u></p> | <p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p> <p>A. Patent Application No.(s) <u>09/097,439</u></p> <p>B. Patent No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>ISAF, VAUGHAN & KERR</u></p> <p>Internal Address: <u>P.O. Box 725388</u> <u>Atlanta, GA 301339</u></p> <p>Street Address: <u>900 Circle 75 Parkway</u> <u>Suite 720</u> City: <u>Atlanta</u>, State: <u>GA</u> Zip: <u>30339</u></p> | <p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number</p> <p>_____ (Attach duplicate copy of this page if paying by deposit account)</p> |
| <p>10/07/1998 SSMTTR 00000096 10/07/98 DO NOT USE THIS SPACE</p> | |
| <p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p>Francis A. Marks Name of Person Signing</p> <p> Signature</p> <p><u>9/30/98</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>5</u></p> | |

EMPLOYEE CONFIDENTIALITY AGREEMENT

This AGREEMENT is made and entered into this 2nd day of December, 1993, by and between CHEMFREE CORPORATION, having an office at One Meca Way, Norcross, Georgia 30093 (the "Company") and the undersigned employee or consultant (the "Employee").

WHEREAS, in the course of Employee's employment by or consulting for the Company, Employee may have access to the Company's trade secrets, proprietary information, and other confidential information, the disclosure of which may cause substantial and irreparable damage to the asset value and business of the Company; and

WHEREAS, the Company desires to provide for the protection of its trade secrets and proprietary and confidential information;

NOW, THEREFORE, in consideration of the employment or continued employment of Employee by the Company, the compensation now and hereafter paid by the Company to Employee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound hereby, agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:

(a) "TRADE SECRET" shall mean information of the Company, including, but not limited to, technical or non technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, discoveries, developments, designs, financial data, financial plans, product plans, technical documentation and specifications, or lists or information regarding actual or potential customers or suppliers which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Trade Secrets also include any information described in this paragraph (a), whether or not owned or developed by the Company, which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets. Without limiting the generality of the foregoing, Trade Secrets shall include, but shall not be limited to, design concepts and related specifications and technical documentation and manuals.

(b) "CONFIDENTIAL INFORMATION" shall mean any data or information of the Company, other than Trade Secrets, that is of value to the Company and is not generally known to competitors of the Company. To the extent consistent with the foregoing, Confidential Information includes, but is not limited to, lists or any information about the Company's executives and employees, marketing, price lists, pricing policies, plan for research and development, business methods, and contracts and contractual relations with the Company's customers and suppliers. Confidential Information also includes any information described in this paragraph (b), whether or not owned or developed by the Company, which the Company obtains from another party and which the Company treats as proprietary or designates as confidential information.

(c) "EMPLOYEE WORKS" shall mean any and all works of authorship, inventions, discoveries, improvements, designs, techniques, and work product, whether or not patentable, and in whatever form, which are created, made, developed or reduced to practice, or caused to be created, made, developed or reduced to practice by Employee during the period of time that Employee is or has been employed by the Company and that relate in any way to the current or future business of the Company or that result from any work performed at any time by Employee for the Company.

(d) The terms "TRADE SECRETS" and "CONFIDENTIAL INFORMATION" shall not include any materials or information of the types specified above to the extent that such materials or information (i) are or become publicly known or generally utilized by others engaged in the same business or activities in which the Company utilized, developed or otherwise acquired such information, (ii) are known to Employee prior to employment, having been lawfully received from parties other the Company, or (iii) are furnished to others by the Company with no restrictions on disclosure. Failure to mark any of the Trade Secrets or Confidential Information as confidential shall not affect their status as Trade Secrets or Confidential Information under this Agreement.

2. Employee recognizes and acknowledges that; (i) the Company is engaged in activities which involve the use of skilled experts and the expenditures of substantial resources in an effort to develop proprietary technology; (ii) as a results of such expenditures of resources, the Company has developed certain Confidential Information and Trade Secrets which give the Company significant advantage over its competitors; and (iii) due to the nature of Employee's employment by the Company, Employee may be presented with, have access to, and/or participate in the development of both Confidential Information and Trade Secrets, the disclosure of which may cause substantial loss of competitive advantage and other serious injury to the Company. Employee therefore agrees that:

(a) During the term of Employee's employment by the Company and after the termination thereof, whether such termination is at the instance of Employee or the Company, Employee will not, except as expressly authorized or directed by the Company, use, copy, duplicate, transfer, transmit or disclose, or permit any unauthorized person access to, any Trade Secrets belonging to the Company or any third party;

(b) During the term of Employee's employment by the Company and for a period of three (3) years after termination, whether such termination is at the instance of Employee or the Company, Employee will not use, copy, duplicate, transfer, transmit, or disclose, or permit any unauthorized person access to, any Confidential Information belonging to the Company or any third party;

(c) Upon request of the Company and in any event upon the termination of employment with the Company, Employee will deliver to the Company all memoranda, notes, records, tapes, documentation, disks, manuals, files and other documents, and all copies thereof in any form, concerning or containing Confidential Information, Trade Secrets or Employee Works that are in Employee's possession, whether made or compiled by Employee or furnished to Employee by the Company;

(d) Except as explicitly authorized by the Company, Employee shall not reverse engineer, disassemble or decompile any Trade Secrets or Confidential Information, by any means or in any form;

(e) Employee will promptly disclose to the Company all Employee Works. All Employee Works shall be the property of the Company. Employee hereby assigns to the Company all right, title and interest in and to any and all Employee Works, including all worldwide copyrights, trade secrets, patent rights, and all confidential, proprietary and property rights therein, and Employee will execute, without requiring the Company to provide any further consideration therefor, such confirmatory assignments, instruments and documents as the Company deems necessary or desirable in order to effect such assignment.

3. If any provision or any part of any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the enforceability of the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interests of the Company.

4. This Agreement shall be binding upon the parties to their Agreement and their respective heirs, administrators, executors, successors and assigns.

5. The intent of this Agreement is to provide the Company with all remedies afforded to it under applicable law. Employee acknowledges and agrees that the Company will suffer irreparable harm in the event Employee breaches any of Employee's obligation under this Agreement and that monetary damages may be inadequate to compensate the Company for such breaches. Accordingly, Employee agrees that the Company will, in addition to any other remedies available to it at law or equity, be entitled to injunctive relief to enforce the terms of this Agreement.

6. This Agreement shall be deemed effective at the earlier to occur of the date of this Agreement, the commencement of the employment relationship between the Company and Employee, or Employee's initial possession, knowledge or acquisition of the Company's Trade Secrets or Confidential Information. The protection afforded hereunder is in addition to and does not replace any prior confidentiality or non-disclosure obligation of Employee to the Company.

7. This Agreement represents the entire agreement of the parties relating to the subject matter hereof. No amendment or modification to this Agreement, nor any waiver of any rights under this Agreement, shall be valid or binding unless in writing and signed by authorized representatives of both parties.

8. This Agreement and the rights and liabilities of the parties to the Agreement will be determined in accordance with the laws of the State of Georgia as applied to contracts between Georgia residents made and to be performed entirely within the State of Georgia.

9. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their seals as of the date first above written.

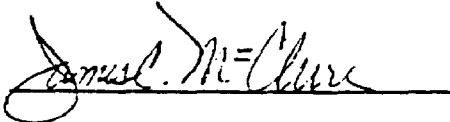
COMPANY:

CHEMFREE CORPORATION

By: 

Title: _____

EMPLOYEE:

Signature: 

Name: JAMES C. MCCLURE
(printed)