

11-19-1998



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Original documents or copy thereof.

D/g

MRS 11-13-98

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Steven Lee Weidner
RR 2, Box 412
Elk Point, SD 57025



Additional names of conveying party(ies) attached?
 yes no

3. Nature of Conveyance

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date:

2. Name and address of receiving party(ies):

Name: GATEWAY 2000, INC.

Internal Address:

610 Gateway Drive, Y04
North Sioux City, SD 57049-2000

Street Address: Same as Above

City _____

State _____

Zip _____

Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

Title:

If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No(s).

09/024,993

B. Patent No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Sean Patrick Suiter
Suiter & Associates PC
11516 Nicholas Street, Suite 205
Omaha, NE 68154-4409

6. Total number of applications and patents involved: 1

7. Total fee (37 CVF 3.41):

\$ 40.00

Enclosed

Authorized to be charged to deposit account
 Total fee due

Any deficiencies in the enclosed fees

8. Deposit account number:

50-0439

DO NOT USE THIS SPACE

9. Statement and signature

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.

Sean Patrick Suiter
Name of Person Signing
Registration No. 34,260

Tel.: 403-496-0300

Sean Suiter
Signature

11/09/98
Date

Total number of pages comprising cover sheet: 1

11/19/1998 SBURNS 00000029 500439 09024993

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EMPLOYEE INTELLECTUAL PROPERTY AGREEMENT

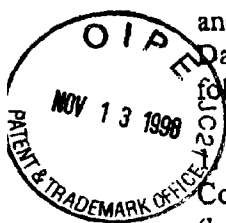
Effective as of the first day of employment of the undersigned, the undersigned Steven Weidner and Gateway 2000, Inc., a corporation with its principal offices in North Sioux City, South Dakota, ("Employer") for the sum of Ten Dollars (\$10.00) and other consideration agree as follows:

DISCLOSURE OF INVENTIONS. Employee shall fully and promptly disclose to the Company all inventions, discoveries, know-how, or improvements, whether or not patentable (hereinafter "Inventions"), which Employee may conceive or make, alone or with others, during the period of his employment with the Company, whether or not during working hours. Employee also shall promptly disclose to the Company all Inventions which Employee may conceive or make, alone or with others, within one (1) year after the termination of his employment by the Company, which result from or are suggested by: (a) activities of the Company, its subsidiaries, licensees or other affiliated companies (hereinafter "Affiliated Companies") or (b) any work Employee may have done for the Company or its Affiliated Companies.

2. ASSIGNMENT OF INVENTIONS. If an Invention which Employee conceives or makes, alone or with others, during employment with Company or during a period of one (1) year following the termination of employment by the Company, relates to, results from or is suggested by (a) activities of the Company or its Affiliated Companies or (b) any work Employee may do for the Company or its Affiliated Companies, or (c) confidential information as defined in paragraph 3 below, the Inventions shall be the sole and exclusive property of the Company. The employee shall assign to the Company or its nominee all his right, title and interest in and to the Company or its nominee all his right, title and interest in and to any such Inventions, and Employee will execute and deliver all documents considered by the Company to be necessary or desirable to secure patent or other legal protection in any country and to vest title in the Company or its nominee. By entering into this Agreement, the Company does not waive and expressly retains its shop rights, implied licenses and other rights resulting from its employment of Employee.

3. CONFIDENTIALITY. Employee may have access to information of a confidential nature concerning Gateway 2000, Inc. or Gateway 2000 subsidiaries. Employee will not disclose, to anyone other than Gateway 2000, Inc., either during or subsequent to Employee's employment by Gateway 2000, Inc. (or a successor to Gateway 2000, Inc.), information of confidential nature relating to Gateway 2000.

4. NO EMPLOYMENT GUARANTY. This agreement is not a contract of employment and does not give Employee any right to employment for any specific period of time. If there is a contract of employment between Gateway 2000, Inc. and Employee in effect at any time, whether effective before or after this agreement becomes effective, this agreement shall be deemed to be an amendment to such contract of employment, unless such contract of employment expressly cancels this agreement.



5. MISCELLANEOUS.

a. All of the promises set forth in this agreement are continuing terms and shall survive both the execution of this agreement and the Termination Date.

b. This agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes any prior agreement or understanding between them, and it may not be modified or amended except by a writing executed by both parties.

c. This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

d. This agreement shall be binding and inure to the benefit of the parties and their respective successors in interest of any kind whatsoever.

Executed in multiple counterparts, each of which shall, for all purposes, constitute an original.

Gateway 2000, Inc.:

By George Eldred

Date 2/16/98

Employee:

Steven P. Wade

Date 2/13/98

(Revised 12/19/95)