

11-18-1999



RECORDATION FORM COVER SHEET

Form PTO-1595

MRP 11.12.99

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PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Docket 62891

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1 Name of conveying party(ies) Joseph Dunn

Additional name(s) of conveying party(ies) attached?
 Yes No

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

Maxwell Laboratories, Inc.
8888 Balboa Avenue
San Diego, Ca 92123

3 Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: 8/20/84

4. Application number(s) or patent number(s): 09/326,168

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

A Patent Application No.(s) 09/326,168

B. Patent No.(s)

Additional numbers attached? Yes No

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

Thomas F. Lebens
FITCH, EVEN, TABIN & FLANNERY
Suite 1600-120 S. La Salle Street
Chicago, IL 60603

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 06-1135

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.

November 8, 1999

Thomas F. Lebens

10. Total number of pages including cover sheet, attachments and document: 7

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INVENTION AND SECRECY AGREEMENT

This is an Agreement between MAXWELL LABORATORIES, INC., a California corporation, hereinafter called "MAXWELL" and JOSEPH DUNN hereinafter called "EMPLOYEE."

1. EMPLOYEE, in consideration of his employment by MAXWELL, agrees as follows:

(a) That he will hold in strictest confidence and not disclose to any person, firm or corporation, without the express written authorization of an officer of MAXWELL, any information, manufacturing technique, process, formula, development or experimental work, work in process, business trade secret or any other secret or confidential matter relating to the products, sales, business or activity of MAXWELL, except as such disclosure or use may be required in connection with EMPLOYEE'S work for MAXWELL.

(b) That he will recognize as binding on him and comply with government-prescribed regulations and mandatory contract provisions relating to the safeguarding of military information and transferring or making available to the Government of such patent rights as may be the subject of contracts between MAXWELL and the Government of the United States of America or any of its agencies.

(c) That he will disclose promptly to MAXWELL all inventions, discoveries, improvements, trade secrets and secret processes, related to or useful in the business of MAXWELL, whether patentable or not, made or conceived by EMPLOYEE, either solely or in collaboration with others, during EMPLOYEE'S employment by MAXWELL whether or not during regular working hours and regardless of where such inventions, discoveries, improvements, trade secrets and secret processes are made or conceived. Any such disclosures will be received in confidence.

(d) That, except as provided by the following sentence of this subparagraph (d), he will, and does hereby assign and grant to MAXWELL all of his right, title and interest in and to the inventions, discoveries, improvements, trade secrets and secret processes described in subparagraph (c) above and any patents granted thereon, and at the request and expense of MAXWELL he will make, execute and deliver all application papers, assignments or instruments and perform or cause to be performed such other lawful acts as MAXWELL may deem desirable or necessary in making or prosecuting applications, domestic or foreign, for patents, re-issues, and extensions thereof, and assist and cooperate (without expense to him) with MAXWELL or any of its designated representatives, in any controversy or legal proceedings relating to said inventions, discoveries, improvements, trade secrets and secret processes or to any patents which may be procured thereon. EMPLOYEE shall not be required pursuant to this subparagraph (d) to assign or to offer to assign any of his

right, title or interest in or to any inventions, discoveries, improvements, trade secrets or secret processes which qualify fully under the provisions of Section 2870 of the California Labor Code, which provides as follows:

Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

(e) That should EMPLOYEE be requested after termination of his employment to perform services for MAXWELL in connection with any inventions, discoveries, improvements, trade secrets or secret processes required to be assigned to MAXWELL pursuant to subparagraph (d) hereof, he shall be paid therefor the same rate prevailing at the time of termination.

(f) That all inventions, discoveries, improvements, trade secrets and secret processes required to be assigned to MAXWELL pursuant to subparagraph (d) hereof, whether or not patented, shall become and remain the property of MAXWELL, its

successors and assigns unless expressly released by MAXWELL as hereinafter provided.

(g) That upon request or at the time of leaving the employ of MAXWELL he will deliver to MAXWELL and not keep or deliver to anyone else, any and all drawings, blueprints, notes, memoranda, specifications, devices, documents and in general any and all material provided by MAXWELL to EMPLOYEE or related to MAXWELL'S business or activity or to any inventions, discoveries, improvements, trade secrets or secret processes with the exception of any drawings, blueprints, notes, memoranda, specifications, devices, documents or material prepared by EMPLOYEE in connection with any inventions, discoveries, improvements, trade secrets or secret processes which are not required pursuant to subparagraph (d) hereof to be assigned to MAXWELL.

2. MAXWELL will investigate each disclosure submitted by EMPLOYEE and, if it elects to file a patent application with respect to any inventions, discoveries, improvements, trade secrets or secret processes required to be assigned to MAXWELL pursuant to subparagraph (d) of paragraph 1 hereof, agrees to pay all expenses in connection with the preparation and prosecution of such patent application or applications which it may decide to file in the United States of America or in foreign countries.

3. If EMPLOYEE petitions MAXWELL in writing to release any of its rights to any inventions, discoveries, improvements,

trade secrets or secret processes or any patents granted thereon, which are required to be assigned to MAXWELL pursuant to subparagraph (d) of paragraph 1 hereof, the latter will promptly consider and act on such petition but is not obligated to release any of its rights to EMPLOYEE.

4. EMPLOYEE warrants that the attached Exhibit A has been signed by him and comprises a complete description of all inventions, discoveries, improvements, trade secrets and secret processes, including any patents and patent applications thereon, which he made, invented or conceived prior to entering the employ of MAXWELL, to which he now claims title and which are to be specifically excluded from this Agreement.

5. This Agreement shall be binding upon and inure to the benefit of MAXWELL and EMPLOYEE, as well as their respective heirs, executors, administrators, successors, and assigns. For purposes of this Agreement, the term "MAXWELL" shall be deemed to include MAXWELL LABORATORIES, INC. as well as all of its currently existing or hereafter acquired or formed subsidiaries and affiliates.

6. This Agreement constitutes the entire agreement between MAXWELL and EMPLOYEE with respect to the subject matter hereof and this Agreement supersedes and replaces any prior agreement or understanding entered into between MAXWELL and EMPLOYEE. This agreement shall become effective and binding retroactively to the earliest date of employment of EMPLOYEE by MAXWELL. This

