

Substitute Form PTO-1595

Attorney Docket Number: D0002-003001

## Certificate of Mailing

I hereby certify under 37 CFR 1.8(a) that this correspondence is being transmitted by facsimile to the Patent and Trademark Office in accordance with 37 CFR 1.6(d) on June 13, 2000.

  
Kristofer E. Elbing, Registration No. 34,590**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Commissioner of Patents &amp; Trademarks: Please record the attached document.

1. Names of all conveying parties:  Jonathan D. Jacobs  Additional names attached:	2. Names and addresses of all receiving parties:  Document.com One Merrill Circle St. Paul, MN 55108  Additional names/addresses attached:
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Confidentiality Agreement and Agreement to Assign Invention  Execution Date: August 2, 1994	
4. Application numbers or patent numbers:  A. Patent Application Numbers: 08/874,262	B. Patent Numbers:
5. Name and address of party to whom correspondence concerning document should be mailed:  Kristofer E. Elbing 187 Pelham Island Road Wayland, MA 01778	6. Total number of applications/patents involved:  7. Total fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> Fee enclosed <input checked="" type="checkbox"/> Authorized to charge deposit account  8. Deposit account number: 50-0750. Please apply any additional charges, or any credits, to Deposit Account No. 50-0750.

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 the attached is a true copy of the original document.

Kristofer E. Elbing  
Name of person signing

  
Signature  
Date

Confidentiality Agreement and Agreement to Assign Invention

For Recordal for United States Serial No. 08/874,262

**DOCUMENT DIRECTIONS, INC.**  
**CONFIDENTIALITY AGREEMENT**

In consideration of my employment with DOCUMENT DIRECTIONS, INC. (the "Company"), I hereby agree with the Company as follows:

As part of my employment, I am or may be expected to make new and valuable contributions, designs and inventions and I will have access to Proprietary Information (as defined below). I will not at any time, whether during or after the termination of my employment, reveal to anyone any Proprietary Information, except as may be required in the ordinary course of performing my duties as an employee of the Company or except as such Proprietary Information may be in the public domain without my fault. I shall not use or attempt to use any Proprietary Information in any manner which may injure or cause loss, whether directly or indirectly, to the Company. Further, I agree that during my employment I shall not make, use or permit to be used any notes, memoranda, drawings, specifications, programs, data, other materials or other Proprietary Information of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company. I further agree that all of the foregoing shall be and remain the sole and exclusive property of the Company and that immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office. For purposes hereof, Proprietary Information means information that has been created, discovered or developed by or for the Company, and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged, and includes, by way of illustration, but not limitation, trade secrets, processes, formulae, data and know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts and customer and supplier lists.

I hereby assign to the Company, and will assist the Company in any reasonable way in obtaining, all rights to any Inventions and Work Product (as defined below) made by me while employed by the Company and which relate materially to the Company's business, whether or not made during regular business hours or on the Company's premises. For purposes hereof, Inventions and Work Product means any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data technique, know-how, secret or intellectual property right whatsoever or any interest therein that I make, conceive, discover or reduce to practice at any time or times during my employment.

If I leave the Company for any reason, I agree not to engage in unfair or deceptive acts or practices which injure or are likely to injure or are intended to injure the Company. In furtherance of that agreement and not in limitation, I agree that for one year after my departure, I will not deal with any actual or prospective customers or suppliers of the Company in any manner which would hinder or harm the business of the Company. For that year, I agree that I will not seek to induce any person who is employed by the Company at any time during my employment to leave his or her employment with the Company.

The Company agrees that (a) if at any time or times during my employment, I make, conceive, discover, reduce to practice or become possessed of any invention that is patented or is patentable under the laws of the United States, and (b) if I later leave the Company for any reason, the Company will grant to me, pursuant to its then-standard agreement for such purpose, a non-exclusive license to use such invention in order to make, use and sell products other than any product which, at the time of my departure, the Company is then developing, manufacturing, marketing or licensing.

I agree that each provision of this Agreement shall be treated as separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of other clauses. If one or more clauses shall for any reason be held to be excessively broad so as to be unenforceable, such clause or clauses shall be construed by limiting or reducing it or them so as to be enforceable to the extent compatible with then applicable law.

I agree and consent to personal jurisdiction and service and venue in any federal or state court within the Commonwealth of Massachusetts subject matter jurisdiction, for the purposes of any action, suit or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

I agree that any breach of this Agreement by me could cause irreparable damage, and that if I breach this Agreement the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations under this agreement. I understand that this Agreement does not create any obligation on the Company or any other person to continue my employment and that my obligations under this Agreement shall survive the termination of my employment regardless of the manner of termination and shall be binding upon my heirs, executors and administrators. As used in this Agreement, the period of my employment refers also to any time in which I may be retained by and serve the Company as a consultant.

The term "Company" shall include Document Directions, Inc. and any of its predecessors, subsidiaries, subdivisions or affiliates. The Company shall have the right to assign this Agreement to its successors and assigns, and all of my agreements herein shall inure to the benefit of such successors or assigns.

IN WITNESS WHEREOF, I have executed this Agreement as of 8/2, 1994.

Jonathan D. Jacobs  
Employee Signature

JONATHAN D. JACOBS  
Name - please print

Agreed to and accepted:  
DOCUMENT DIRECTIONS, INC.

By: [Signature]

Folder: 00212.0000/kl.dci