

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
P08/REV02

5/19/00

RF

06-06-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



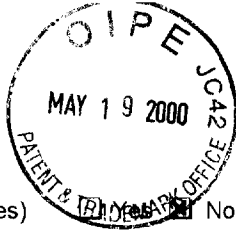
Tab settings

To the Honorable Commissioner of Patents

101374220

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
**MICHAEL MC MAHON**



Additional names(s) of conveying party(ies) No

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

Name: **FARMEX INC.**

Internal Address:

Street Address: **1200 DANNER RD.**

City: **AURORA**

State: **OH IO**

ZIP: **44202**

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: **JUNE 17, 1997**

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

09/000,747

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: **V YTAS R. MATAS**

Internal Address:

Street Address: **2412 CEDARWOOD RD.**

City: **PEPPER PIKE**

State: **OH**

ZIP: **44124**

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

06/05/2000 DNGUYEN 00000239 09000747

DO NOT USE THIS SPACE

01 FC:581

40.00 BP

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.

**VYTAS R. MATAS**

05/15/00

Name of Person Signing

Signature

Date

**6**

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

# TRADE SECRET AND CONFIDENTIAL INFORMATION AGREEMENT

This Trade Secret and Confidential Information Agreement ("Agreement") is entered into on this 17 day of JUNE, 1997, by and between Farmex, Inc. ("Employer") and MIKE MC MAHON ("Employee/Consultant"), who will become or is an Employee/Consultant of Employer.

For and in consideration of Employee's/Consultant's initial and/or continued employment by Employer, the employment compensation Employee/Consultant will receive from Employer and for other good and valuable consideration, Employee/Consultant hereby acknowledges and agrees to the following:

1. As used in the Agreement, the term "Confidential Information" includes but is not limited to:

(a) the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula or improvement that has not been published or disseminated or otherwise become a matter of general public knowledge;

(b) the whole or any portion or phase of any business plans, financial information, purchasing data, supplier data or accounting data that has not been published or disseminated or otherwise become a matter of general public knowledge;

(c) the whole or any portion or phase of any research or development, manufacturing procedures or processes or engineering that has not been published or disseminated or otherwise become a matter of general public knowledge;

(d) the whole or any portion or phase of any marketing or sales information, sale records, customer lists, customer prospects, prices or sales projections that has not been published or disseminated or otherwise become a matter of general public knowledge;

(e) trade secrets, as defined by the law of Ohio;

(f) any and all other information disclosed to Employee/Consultant or to which Employee/Consultant gains access that Employee/Consultant has reason to believe could be a trade secret or confidential or proprietary information or that Employee/Consultant

has reason to believe Employer would consider or deem to be a trade secret or confidential or proprietary information; and

(g) any and all other information for which Employer has taken or will take measures designed to prevent the information from being available to persons other than those selected by Employer to have access to it.

2. Employee/Consultant acknowledges that Employer has a legitimate interest in protecting its Confidential Information from disclosure and unauthorized use.

Employee/Consultant acknowledges that, as an Employee/Consultant of Employer, Employer will place trust and confidence in Employee/Consultant to receive, acquire or gain access to its Confidential Information as a result of his or her Employment as is necessary to perform his or her specific job requirements.

3. In order to protect Employer's Confidential Information from disclosure and unauthorized use, Employee/Consultant agrees that during the time Employee/Consultant is employed by Employer and at all times thereafter, Employee/Consultant will not:

(a) directly or indirectly disclose Employer's Confidential Information to any person or entity not affiliated with Employer, or

(b) directly or indirectly use Employer's Confidential Information for Employee's/Consultant's own benefit or for the benefit of any person or entity not affiliated with Employer.

4. Employee/Consultant acknowledges and agrees that all documents, records, equipment or other things containing or relating to Confidential Information, whether developed by Employee/Consultant or others, are and will remain the exclusive property of Employer. Employee/Consultant agrees that, upon the termination of his or her relationship with the Company, Employee/Consultant will promptly deliver to Employer all documents, records, equipment and other things in Employee's/Consultant's possession or control that are the property of Employer, that relate to Employer's business or that relate to Employee's/Consultant's employment by Employer, whether prepared by Employee/Consultant

or others, including but not limited to all items containing or relating to Confidential Information.

5. Employee/Consultant acknowledges that, while he or she is employed by Employer, Employee/Consultant may, solely or jointly with others, conceive, make or develop ideas, concepts, processes, discoveries, improvements, innovations, or inventions that relate to the actual or anticipated business, work, research, development or investigation of Employer, that utilize Employer's materials or information or that result from or are suggested by Employee's/Consultant's work for Employer (hereinafter collectively referred to as "Improvements"). In the event that Employee/Consultant solely or jointly with others, conceives, makes or develops any Improvements during the duration of employment by Employer or within six months after Employee's/Consultant's employment terminates, then Employee/Consultant agrees to disclose promptly and fully any Improvements to the President of Employer and to assign to Employer, free from any obligation to Employee/Consultant, any of Employee's/Consultant's rights, title or interest in and to any improvements. Employee/Consultant further agrees to deliver to Employer all papers and other data relating to any Improvements; and to cooperate fully with Employer during his or her employment and at all times thereafter, without charge to Employer but at Employer's expense, in securing any patent, copyright or trademark protection or similar rights for any Improvements; and to execute all documents associated with any Improvements, including but not limited to applications and assignments. Employee/Consultant lists below (or on a separate paper attached to this Agreement) all of the Improvements that relate to or would be useful in any business or activities in which Employer is or may become engaged that Employee/Consultant has conceived, made or developed prior to his or her employment with Employer that Employee/Consultant believes are not subject to this paragraph 5 of this Agreement:

---

---

---

6. Employee/Consultant acknowledges and agrees that, in the event of a breach or threatened breach by Employee/Consultant of any provision of this Agreement, Employer will have no adequate remedy at law, will suffer irreparable harm and will be entitled to, in addition to any other remedies available to Employer, a permanent injunction in order to restrain Employee/Consultant, and any person or entity directly or indirectly acting with or for Employee/Consultant, from breaching any provision of this Agreement. Employee/Consultant further agrees that in the event of any violation or attempted violation of this Agreement, Employer shall be entitled to recover from Employee/Consultant Employer's attorney's fees and other costs of litigation incurred in connection with enforcing this Agreement.

7. Any legal proceedings arising out of or relating to this Agreement must be brought in the federal or state courts located within the federal northern district of Ohio, and Employee/Consultant hereby consents and submits to personal jurisdiction and venue in such courts.

8. Employer may assign its rights under this Agreement, including its rights to enforce this Agreement.

9. This Agreement shall be interpreted and enforced in accordance with the law of the State of Ohio.

10. In the event that any provision of this Agreement is found to be unenforceable by reason of being unduly broad or restrictive, then such provision shall be interpreted and enforced to such lesser extent as is not unduly broad or restrictive.

11. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity or unenforceability any other provision. The breach by the Company of any obligation or duty to Employee/Consultant shall entitle Employee/Consultant to his or her appropriate remedy at law but shall not relieve Employee/Consultant of any obligation set forth in this Agreement.

12. Employee/Consultant acknowledges that he or she has carefully read and considered this Agreement and has been given the opportunity to discuss with Employer all provisions of

this Agreement. Employee/Consultant further acknowledges and agrees that, having carefully read and considered this Agreement, and provisions and restrictions contained in this agreement are fair and are reasonably necessary to protect Employer's Confidential Information from disclosure or unauthorized use.

Michael J. M. M. M.  
Employee/Consultant

6/30/97  
Date

444: B[05448]237915 1a