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(Rev. 6-93)

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SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

101408199

To the Honorable Commissioner of Patents and Trademarks, if any, and to the Patent and Trademark Office, if any, are attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Michael T. Fleury

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

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

Name: Versa Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

N22 W23685 Ridgeview Parkway WestCity: Waukesha State: WI Zip: 53188Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: March 6, 1995

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

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

## A. Patent Application No.(s)

60/012,902

09/006,346

PCT/US98/16284

08/780,378

PCT/US97/02843

PCT/US99/00685

## B. Patent No.(s)

6,062,766

Additional numbers attached? ☐ Yes ☒ No

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

Name: John D. Franzini

Internal Address: \_\_\_\_\_

Quarles & Brady LLP

Street Address: \_\_\_\_\_

411 East Wisconsin AvenueCity: Milwaukee State: WI Zip: 53202

## 6. Total number of applications and patents involved:

7

7. Total Fee (37 CFR 34) ..... \$280.00☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number

17-0055

07/19/2000 DNGUYEN 00000306 170055 60012902

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280.00 CH

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.*John D. Franzini

Name of person signing

  
Signature
6/14/2000

Date

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

3

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

930702.80042

**PATENT**  
**REEL: 010909 FRAME: 0954**

# versa\tek

VERSA TECHNOLOGIES, INC. / 9301 WASHINGTON AVENUE / P.O. BOX 085012 / RACINE, WISCONSIN 53408-5012 / 414-886-1174

## CONFIDENTIALITY AND PROPRIETARY DEVELOPMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between MICHAEL T. FLEURY ("Employee") and Versa Technologies, Inc. (the "Company") on the date set forth below. In consideration of the covenants set forth herein and Employee's employment or continued employment with the Company and the payment of wages to Employee by the Company during Employee's employment, the parties agree as follows:

1. Confidential Information. Employee agrees that Employee will not, without the Company's express written consent, directly or indirectly communicate, divulge or disclose to, or use for the benefit of Employee or any other person or entity other than the Company, any of the Company's trade secrets, proprietary and other confidential information, including information received in confidence from third parties by the Company, which trade secrets, proprietary data and other confidential information were communicated to or otherwise learned or acquired by Employee in the course of Employee's employment with the Company. As used in the preceding sentence, the phrase "trade secrets, proprietary data and other confidential information" means information relating to the Company's business or the Company's present and contemplated products and business techniques, lists of the Company's present and prospective customers and suppliers, methods of obtaining customers, credit and financial data of the Company and parties with which or whom the Company does business or proposes to do business; and shall include, in addition, all similar information relating to subsidiaries or affiliates of the Company including, without limiting the generality of the foregoing, Milwaukee Cylinder, Moxness Products, Inc., Versa Medical Technologies, Inc. and Mox-Med, Inc. Notwithstanding the foregoing, Employee may disclose information within the foregoing definition of trade secrets, proprietary data and other confidential information to the extent that such information is already public information through no fault of Employee or that disclosure is required in the course of Employee's employment with the Company or by a court or other governmental agency of competent jurisdiction. The agreement of Employee set forth in this paragraph shall remain in effect with respect to information learned or acquired by Employee in the course of Employee's employment with the Company for as long as such information remains trade secrets, proprietary data and other confidential information.

2. Ownership and Return of Property. Employee agrees that all tangible materials (whether originals or duplicates), including, but not limited to, books, records, manuals, sales literature, training materials, media containing computer programs, specifications, models, correspondence, documents, contracts, orders, messages, memoranda, notes, invoices and receipts in Employee's possession or control which in any way relate or pertain to the Company's business, whether furnished to Employee by the Company or prepared, compiled or acquired by Employee while employed by the Company, are and shall be the sole property of the Company. Employee agrees that at any time upon request of the company, and in any event promptly upon termination of Employee's employment with the Company, Employee shall transfer and deliver all such materials to the Company.

3. Proprietary Developments: Assignment of Rights. Employee hereby assigns to the Company all Employee's right, title and interest in and to any and all inventions, discoveries, designs, ideas, computer systems, computer programs, formulas, drawings, models, processes, methods, techniques, devices, and data, and any and all patents, copyrights and improvements on any thereof (all hereinafter called "Developments"), whether or not patentable, copyrightable, or susceptible to other forms of protection, that Employee may solely or jointly conceive or acquire during Employee's employment with the Company, where said conception or acquisition relates in any way to the business, research or development of the Company, or where said conception or acquisition is suggested by or results from any task assigned to Employee or work performed by Employee for or on behalf of the Company. Employee hereby assigns to the Company all Employee's right, title and interest in and to all such Developments from and after the time of creation. Employee agrees to disclose promptly all such Developments to the Company and to comply with all of the Company's reasonable instructions and sign all documents relative to such Developments for the purpose of vesting, confirming or securing the Company's title thereto, and Employee agrees to do anything else reasonably necessary to enable the Company to secure a patent, to register a copyright or to protect the Company's interest therein. Without limiting the foregoing, Employee acknowledges and agrees that the copyright, patent, and any other intellectual

(cont. on reverse)

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property rights in all Developments which are created within the scope of Employee's employment with the Company belong to the Company and that any copyrightable Development so created by Employee is a "work made for hire" within the meaning of the Copyright Act of 1976 for the purposes of that Act. Notwithstanding the foregoing provisions of this paragraph, Employee understands and is hereby notified that this Agreement with respect to the assignment of Employee's right, title and interest in Developments shall not apply to any Development which was developed entirely on Employee's own time and for which no equipment, supplies, facility or trade secret information of the Company was or were used, unless (i) the Development relates to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (ii) the Development results from any work performed by Employee for the Company. The provisions of this paragraph shall survive termination of Employee's employment with the Company.

4. Prior Patents/Copyrights. Employee represents that Employee has identified on an attached sheet designated as Exhibit A all Developments not assigned by Paragraph 3 in which Employee has any right, title or interest, which were made, conceived or written in whole or in part by Employee prior to Employee's employment with the Company and which relate to the business of the Company. If Employee does not have any such Development to identify, Employee has written "none" on the following line: \_\_\_\_\_. Employee represents that Employee is not a party to any agreements which would limit Employees's ability to assign Developments as provided for in Paragraph 3.

5. Remedies. In the event of a violation of this Agreement, Employee agrees that the Company shall be entitled, as a matter of right, in addition to other remedies otherwise available to it at law or in equity, to injunctive relief restraining any further violation of this Agreement by Employee. Employee acknowledges that the limitations set forth in this Agreement will not cause Employee undue hardship nor unreasonably interfere with Employee's ability to earn a livelihood.

6. Choice of Law; Severability. The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin. The parties agree that no waiver of any breach of any provision of this Agreement shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The parties agree that the provisions of this Agreement shall be severable and in the event that any provision of this Agreement shall be found by any court to be unenforceable, in whole or in part, the remainder of this Agreement shall nevertheless be binding and enforceable. The parties agree that if any restriction in this Agreement shall be determined to be invalid, it shall automatically be modified, or may be modified by a court of competent jurisdiction, to the extent necessary to make it valid.

7. Scope of Agreement. Employee acknowledges and agrees that nothing in this Agreement is intended to require that Employee continue employment with the Company for any particular length of time or to require that the Company continue Employee's employment for any particular length of time.

8. Acknowledgement; Successors and Assigns. Employee acknowledges and represents that Employee has read the foregoing Agreement, understands it, and agrees to abide by its terms. This Agreement is binding on Employee and Employee's heirs, administrators and executors and shall inure to the benefit of the Company's successors and assigns.

Dated: 3-6-95

Signed: Michael T. Fleury  
Employee's Full Name

Print: MICHAEL T. FLEURY  
Employee's Full Name

Versa Technologies, Inc.

By: \_\_\_\_\_