

02-20-2002



101986548

Docket No.: WFS/002CIP

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

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

1. Name of conveying party(ies):
Christopher BURAK

2-12-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: **WaveFront Sciences, Inc.**

Address: **14810 Central Avenue, SE**

City: **Albuquerque** State/Prov.: **NM**

Country: **U.S.A.** ZIP: **87123**

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Agreement to Assign Patent Rights**

Execution Date: **23 October 1998**

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

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

Patent Application No.

Filing date

B. Patent No.(s)

09/507,670

22 February 2000

Additional numbers

☐ Yes ☒ No

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

Name: **Kenneth D. Springer**

Registration No. **39,843**

Address: **VOLENTINE FRANCOS, P.L.L.C.**

12200 Sunrise Valley Drive, Suite 150

02/19/2002 GTOW11 00000142 500238 09507670

01 FC:581 40.00 CH

City: **Reston** State/Prov.: **VA**

Country: **U.S.A.** ZIP: **20191**

6. Total number of applications and patents involved: ☐

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:

50-0238

(Attach duplicate copy of this page if paying by deposit account)

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.

KENNETH D. SPRINGER

Name of Person Signing

Signature

12 FEBRUARY 2002

Date

5

Total number of pages including cover sheet, attachments, and

EMPLOYEE CONFIDENTIAL INFORMATION
AND INVENTIONS AGREEMENT

I, Chris Burak, in consideration of my employment by WaveFront Sciences, Inc., a New Mexico corporation (the "Company"), and the payment to me of the salary or other compensation that I shall receive during my employment, agree as follows:

I. Confidential Information. I acknowledge that my work as an employee of the Company will expose me to information of a confidential, proprietary, or secret nature which is related to the actual or anticipated business or research and development of the Company and its customers, including, but not limited to proprietary machines, proprietary computer programs in either source code or machine readable form (whether as so-called "firmware" or operating software), trade secrets, processes, formulae, data, know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, and customer lists (collectively "Confidential Information"). I agree that I will at all times during the period of my employment and subsequent to the termination of such employment keep in confidence and trust all Confidential Information. I will not, without the Company's prior written consent, directly or indirectly use, disclose, or disseminate any Confidential Information or anything relating to it, to any person or entity, except in the ordinary course of performing my duties as an employee of the Company. For purposes of this Agreement, Confidential Information shall not include any information that: (a) is or becomes part of the public domain; or (b) was known to me prior to my employment with the Company as evidenced by written documentation; (c) was rightfully received by me from a third party without any confidentiality obligation; or (d) is required to be disclosed pursuant to administrative or judicial proceedings (provided, that I will give the Company prompt notice of the administrative or judicial order compelling production and will cooperate reasonably with the Company in seeking any available confidentiality protection with respect to such order).

2. Confidential Information of Others. To my knowledge, I do not have in my possession any confidential information or documents belonging to others and restricted as to use or disclosure by others, and I will not use, disclose to the Company, or induce the Company to use, any such information or documents during my employment unless permitted to do so pursuant to written agreements with the owner(s) thereof. I represent that my employment will not require me to use any such confidential information or documents owned by others.

3. Return of Material at Termination. In the event of termination of my employment by me or the Company for any reason, I will promptly deliver to the Company all documents, data or records of any nature pertaining to Confidential Information received in connection with my work with the Company and I will not take with me any documents, data or records of any description or any reproduction of any description containing or pertaining to any Confidential Information.

4. Patents, Copyrights, Trademarks & New Business Ideas.

a. I agree to promptly disclose to the Company any and all ideas, inventions, discoveries, improvements, computer programs and related documentation, and other works of authorship, trade secrets, formulae, techniques, processes, know-how and designs which are conceived, developed or created by me alone or with the aid of others during the term of my employment, whether or not patentable, copyrightable or reduced to practice and which relate to the actual or anticipated business, work, research, or investigations of the Company or which relate to any anticipated business, work, research, or investigation made known to me during my employment with the Company, or which result, to any extent, from use of the Company's premises or property (collectively referred to as the "Inventions"). I acknowledge and agree that all the Inventions shall be the sole property of the Company or any other entity designated by it.

b. I hereby agree to assign to the Company, without further consideration, my entire right, title and interest in all the Inventions. However, this Section 4(b) shall not apply to any specific Invention which both parties to this Agreement shall have agreed in writing to exclude from the operation of this Section 4(b).

c. I agree to assist the Company in every way (at the Company's expense) to obtain letters patent or other applicable registrations on the Inventions and shall execute all documents and do all other things, including testifying in any suit or other proceeding involving any of the Inventions at the Company's expense, necessary or proper to obtain letters patent or other applicable registrations on the Inventions and to vest the Company with full title thereto.

d. I understand that while working at the Company any

work (including software) developed or written by me within the scope of my employment is a "work made for hire" such that authorship and title to copyright therein resides in the Company. I agree to assign to the Company any and all of my copyright rights in and to any other work which is developed or written by me while working at the Company which relates to the actual or anticipated business of the Company.

e. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, or improvements which I desire to exclude from the operation of this Agreement, except as set forth on Exhibit A attached hereto. Future Inventions covered by this Agreement may be excluded in the Company's discretion, and any such future exclusions shall be evidenced by an amendment to Exhibit A. To the best of my knowledge, except as otherwise listed on Exhibit A, there is no other contract to assign inventions, ideas, processes or discoveries that is now in existence between me and any other person, business or governmental entity.

5. Limitation on Outside Activities. Until the Date of Termination, I agree not to, solely or jointly with others, undertake or join any planning for or organization of any business activity competitive with any of the businesses of the Company, engage in activities or render services similar or reasonably related to those in which the Company is engaged in (or plans to be engaged in) or otherwise take part in activities which could in any way jeopardize the competitive position of any of the businesses engaged in (or to be engaged in) by the Company.

6. No Right to Employment. Nothing contained in this Agreement shall be construed as giving me the any right to be retained, in any position, as an employee of the Company.

7. Governmental Regulation. I agree to comply, and do all things necessary for the Company to comply with the laws and regulations of all governments under which the Company does business, and with provisions of contracts between any such government or its contractors and the Company that relate to intellectual property or to the safeguarding of information.

8. Remedy for Breach. The parties hereto agree that in the event of breach or threatened breach of any of the covenants of this Agreement, the damage or imminent damage to the value and the goodwill of the Company's business would be impossible to calculate, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that, in the event of any breach or threatened breach of any of such provisions by me, in addition to any other relief (including damages) available to the Company under this Agreement or under law, the Company shall be entitled to injunctive relief against me which would prohibit further breach or require compliance. In the event the Company brings legal action to enforce the provisions of this Agreement, the Company shall be entitled to recover its reasonable attorney's fees, in addition to any other damages.

9. Survival of Obligations. The rights and obligations of this Agreement shall survive the termination of my employment with the Company.


10. Entire Agreement. With respect to the subject matter hereof, this is my entire agreement with the Company, and it supersedes (to the extent enforceable) all previous oral or written communications, representations, understandings, undertakings, or agreements by or with the Company. This Agreement may be modified and any provisions may be waived only in writing signed by both parties.

11. Copy of Agreement. I acknowledge receipt of a copy of this Agreement.

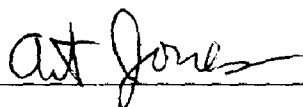
12. Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision be held invalid by a court having jurisdiction over the parties to this Agreement, such provision shall be deleted from the Agreement and the Agreement shall be construed to give effect to the remaining provisions thereof.

EMPLOYEE:

[Name]


Signed: 

Date: 10/23/98

Witness: 

Date: 10/23/98

WAVEFRONT SCIENCES, INC., a
New Mexico corporation

By: 

Title: President


EXHIBIT A

The following are Inventions not covered by operation of this Agreement, and which were previously conceived or written either wholly or in part by me, but neither published nor filed in any Patent Office:

Description of Invention:

Transverse speed gun
non-metallic integrating sphere
Pyramidal error - self correcting polygon scanner.
Broadband OPO pump coupler.

Description of existing agreements regarding assignment of Inventions:

Signed: 
Date: 10/23/98