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Submission Type

New 12/16/02

Resubmission (Non-Recordation)

Document ID#:

Correction of PTO Error

Reel #:  Frame #:

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Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
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Departmental File  Secret File

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Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
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Mail documents to be recorded with required cover sheet(s) information to:  
 Box Assignment, Director of the United States Patent and Trademark Office, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 6

Application Number(s) or Patent Number(s) Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

Grid for entering Patent Application Number(s) and Patent Number(s). Includes handwritten entry 6,158,432.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [ ] PCT [ ] PCT [ ] PCT [ ] PCT [ ]

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [x] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Ronda P. Moore, D.V.M. Reg. No. 44,244

Name of Person Signing

Ronda P. Moore D.V.M. Signature

December 11, 2002 Date

# CONFIDENTIALITY AGREEMENT

This is an agreement between Cardiopulmonary Corporation and

**GARY SCHROEDER**  
24 Seasons Lane  
North Londonderry, NH 03053

As used in this agreement, the words "I," "me," "my," and "mine" refer to the above named employee and the words "you," "your," and "yours" refer to Cardiopulmonary Corporation and its subsidiaries.

You are engaged in the design, development, marketing, production, and sale of life support systems for use with patients with high risk heart/lung impairment. Such life support systems, together with any and all future goods and/or services designed, developed, marketed, produced, or sold by you, are referred to in this agreement as your "Products". You have developed trade secrets and other confidential information and know-how related to your Products and to your business (Defined in Paragraph 1 as "Confidential Information").

I recognize that your willingness to employ me depends upon my continuing commitment to comply with certain obligations relating to the Confidential Information. Accordingly, in consideration of my employment by you and other good and valuable consideration (including, if applicable, an increase in compensation), I hereby agree as follows:

1. Confidential Information. During the period of my employment, I may have access to certain Confidential Information. As used in this agreement, the term "Confidential Information" means any and all trade secrets and other confidential information and know-how related directly to your business or your Products, including:

- methods, processes, formulas, designs, inventions, machines, materials, manufacturing techniques, computer programs, testing data, and research information;
- information regarding projects, programs, and sales;
- names and addresses of past and present and customers, pricing data, sources of supply, internal procedures, systems, methods, forms, manuals, financial data, price lists, customer service information, and marketing information;
- all other information relating to you, your business, or your Products that is not generally known to the public;

**PATENT**

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-- all information that you have received from others subject to an obligation to keep such information confidential.

2. Confidential Materials. Confidential Information may be contained in or represented by models, drawings, blueprints, sketches, memoranda, computer programs, documents, notes, or any other medium. Any and all models, drawings, memoranda, computer programs, documents, notes, and other media that contain or represent ( in whole or in part) any Confidential Information are referred to in this agreement as "Confidential Materials".

3. Employment and Ownership. During the period of my employment, all work and other efforts performed by me that relate directly to your business or your Products will be deemed to be performed for you and on your behalf, whether performed during or after normal working hours and whether performed at work, at home, or at any other location. Any and all Confidential Information and Confidential Materials created or developed by me during the term of my employment with you, including without limitation, ideas, concepts, designs, inventions, discoveries, formulas, processes, and customer information, (collectively, "Created Works") will be your exclusive property.

4. Disclosure of Ideas, Etc. I will disclose to you promptly in writing all ideas, inventions, improvements, discoveries, and writings, whether or not patentable or copyrightable, made or conceived by me (either solely or in collaboration with others) during my employment with you and, if based on Confidential Information, within one year thereafter. This Paragraph 4 does not apply to ideas, inventions, improvements, discoveries, and writings, that are i) not based on Confidential Information, and ii) not directly related to your products.

5. Assignment of Rights. I hereby assign and agree to assign all of my rights in and to Created Works, including without limitation, the right to publish or not publish the same. I agree not to register, or seek to register, any patent covering any of the Created Works in my own name, and I agree to execute such assignments and other documents and to take such other actions (at your expense), as you deem necessary or advisable to convey full ownership of the Created Works to you and protect your interests whether or not any legal protection will be sought for the Created Works.

6. Records. I will make and maintain adequate and current written records of all ideas, inventions, improvements, and discoveries required to be disclosed to you pursuant to Paragraph 4. Such records will show i) the full nature of the idea, invention, improvement, discovery, and ii) the critical dates pertaining to conception, development, and reduction to practice. Such records, and all other Confidential Materials created by me or in my possession or control, will be readily available to you at all times.

7. Protection of Confidential Information. I agree that, except as may be required by the scope of my employment with you or expressly agreed upon by you in writing, I will not, during or after my employment with you, use or disclose any Confidential Information, or

permit any person to examine or copy any Confidential Information, regardless of the manner in which I gained access to the Confidential Information. I will read and comply with all present and future policies (which you may furnish to me from time to time) governing the use, protection, and non-disclosure of Confidential Information. Nothing in this Paragraph 7 shall be construed to prevent disclosure or use of information that:

- was in my possession prior to receiving it from you;
- becomes a part of the public knowledge other than by a breach of this agreement;
- is rightfully received by me from a third party not obligated to hold such information confidential;
- is required by law to be disclosed but only to the extent that such disclosure is legally required.

8. Return of Information. Upon your request and, in any event, upon termination of my employment with you, I will return and deliver to you all Confidential Materials in my possession or control, and I will not retain (for my own use or the use of any third party) any Confidential Materials, including without limitation, any copies thereof.

9. Loyalty to Company. During the term of my employment by you, I will not, either directly or indirectly, i) engage in any activity competitive with you, including without limitation, the design, development, marketing, production, or sale of any product or service similar to your Products, or ii) own, operate, be compensated by, or have any interest in any entity that is engaged in any such activity. For a period of one year after the termination of my employment by you, I will not seek to persuade any of your employees to engage in any activity competitive with you, nor will I seek to persuade any independent contractor, supplier, or customer to discontinue its relationship with you.

10. Current Ownership of Patents, Etc. I represent and warrant that the attached Schedule A, signed by me, is a complete description of all unpatented or unpublished ideas, inventions, improvements, discoveries and writings related to your present Products or businesses that are to be excluded from this agreement. The foregoing were made prior to my employment by you, and there are no other unpatented or unpublished ideas, inventions, improvements, discoveries or writings related to your present Products or businesses to which I claim title. If no such Schedule is attached, no such unpatented or unpublished ideas, inventions, improvements, discoveries or writings are excluded from the provisions of this agreement.

11. Prior Obligations. I represent and warrant that my employment by you and my performance of this agreement will not conflict with any obligations that I may have with third parties. If any information in my possession is owned by any third party and is within the scope of this agreement, then i) such information is listed on the attached Schedule A, or ii) such third party has consented to the disclosure of the information.

12. Successors and Assigns. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon my heirs and legal representatives.

13. Paragraph Headings. The paragraph headings in this agreement are included for convenience only and shall not be deemed to limit or otherwise affect the construction of any of its provisions.

14. Amendment, Modification, and Waiver. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. Your failure to insist on strict performance of any provision of this agreement shall not be deemed a waiver of any of your rights or remedies, nor shall it relieve me from performing any subsequent obligation strictly in accordance with the terms of this agreement. No waiver shall be effective unless it is in writing and signed by you. Such waiver shall be limited to provisions of this agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

15. Severability. In the event that any of the provisions of this agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this agreement shall remain in full force and effect.

16. Equitable Remedies. I acknowledge that you will be irreparably harmed by any breach of my obligations under this agreement and that no remedy at law will be sufficient to protect your interests in the event of such breach. Therefore, in addition to any other remedies that you may have, you will be entitled to an injunction restraining the violation of any provision of this agreement or specific performance if applicable. I hereby waive, with respect to any future dispute related to this agreement, any defense based on the argument that you will not be irreparably harmed by a breach hereof or that an adequate remedy at law is available to you.

17. Entire Agreement. This agreement (together with any policies governing the use, protection, and non-disclosure of Confidential Information) constitutes the entire agreement between us pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between us with respect to such subject matter. This agreement does not, however, constitute our entire agreement with respect to the employment relationship, and I specifically acknowledge and agree that:

- this agreement may be supplemented your general policies and by other agreements relating to your employment; and
- this agreement creates no rights with respect to my continued employment.

18. Jurisdiction and Venue. I hereby specifically and irrevocably (i) consent to service of process within the State of Connecticut and to the jurisdiction of the courts located in

the State of Connecticut with respect to all matters relating to this agreement, and (ii) waive any objection I may have to the venue of such court.

19. Choice of Law. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (except that body of laws controlling conflict of laws).

If there is a Schedule A attach to this agreement, initial here.

\_\_\_\_\_  
Employee

I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND THE LIMITATIONS THAT IT IMPOSES UPON ME.

By         C.P. S. R.          
Employee

Date         Feb. 8, 1995        

Accepted:

CARDIOPULMONARY CORPORATION

By \_\_\_\_\_  
James W. Biondi, M.D.

Date \_\_\_\_\_