

03-19-2003

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



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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): Kevin B. Kline

3-3-03

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
(Excerpts from Settlement Agreement)  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 5 March 2001

2. Name and address of receiving party(ies)

Name: Lawler Manufacturing, Inc.

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

Street Address: 600 East Ohio Street

City: Indianapolis State: IN Zip: 46282

Additional name(s) and address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: 3 March 2003

A. Patent Application No.(s)

10378185

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dustin S. DuBois

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: IN Zip: 46282

6. Total number of applications and patents involved 1

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

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

DUSTIN S. DuBois  
Name of Person Signing

Signature

MARCH 03, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 11

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

1128692

PATENT  
REEL: 013846 FRAME: 0364

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made this 5 day of March, 2001, by and between Lawler Manufacturing Co., Inc., an Indiana corporation, with its principal place of business at 600 East Ohio Street, Indianapolis, Indiana 46204 (hereinafter "Lawler"), Bradley Corporation, a Wisconsin corporation with its principal place of business at W142 N9101 Fountain Blvd., Menomonee Falls, Wisconsin 53052-0309 (hereinafter "Bradley"), Kevin B. Kline, a Wisconsin resident residing at 800 East Henry Street, Apt. 101, Whitefish Bay, Wisconsin 53217 (hereinafter "Kline"), and Aspinall Associates, Inc., an Indiana corporation with its principal place of business at 6840 Hillsdale Court, Indianapolis, Indiana 46250 (hereinafter "Aspinall").

### WITNESSETH

WHEREAS Lawler has brought suit against Bradley and Kline in the United States District Court for the Southern District of Indiana for willful infringement of U.S. Patent No. 5,323,960 ("the '960 Patent") and U.S. Patent No. 5,647,531 ("the '531 Patent"), and for breach of fiduciary duty, inducement to breach fiduciary duty, conversion, misappropriation of trade secrets, diversion of corporate opportunities, negligence, unjust enrichment, common law unfair competition, and trade dress/trademark infringement under the Lanham Act, in the case captioned *Lawler Manufacturing Co., Inc. v. Bradley Corporation and Kevin B. Kline*, Case No. IP98-1660- C-M/S; and

WHEREAS Lawler has brought suit against Aspinall, Bradley's distributor, in the United States District Court for the Southern District of Indiana for willful infringement of the '960 Patent and the '531 Patent, in the case captioned *Lawler Manufacturing Co., Inc. v. Aspinall Associates, Inc.*, Case No. IP00-1638-C-B/S (hereinafter collectively called "the Lawsuits");

WHEREAS, Bradley, Kline and Aspinall have answered the Complaints in these Lawsuits and denied any wrongdoing; and

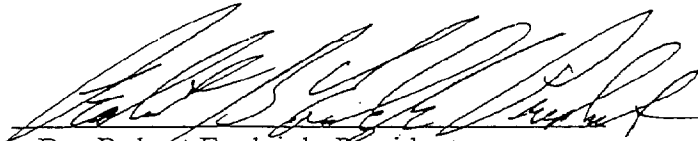
WHEREAS Lawler, Bradley, Kline, and Aspinall have mutually agreed to settle the claims alleged in the Lawsuits, as well as all other claims, both known and unknown, that might have arisen between them prior to the date of this Settlement Agreement, on the terms and conditions hereinafter set forth.

8. Kline agrees to execute, simultaneous with this Settlement Agreement, the Confidentiality Agreement attached hereto as Addendum D, and made a part of this Settlement Agreement, acknowledging that he had created and otherwise had access to trade secrets and confidential information, including without limitation, marketing information, owned by Lawler during his eight (8) years of employment as an officer, director and one of two or three shareholders of Lawler, and agreeing to maintain such trade secrets and confidential information confidential and not use, or disclose to third parties, such trade secrets and confidential information except only within Bradley for the purpose of performing on behalf of Bradley under the License Agreement with Lawler attached hereto as Addendum A. Kline acknowledges that the engineering drawings and other technical information received by Lawler from its predecessor, ITT and its subsidiaries, and the

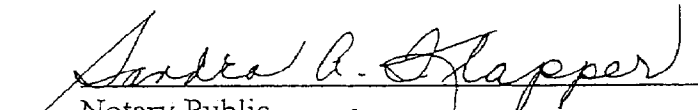
engineering drawings and other technical and marketing information created by him or others during his employment by Lawler, set forth trade secrets and confidential information owned by Lawler, and represents and warrants to Lawler that he does not have in his possession or otherwise have access to copies of said engineering drawings of Lawler.

provisions of the Settlement Agreement.

LAWLER MANUFACTURING CO., INC.

  
By: Robert Eveleigh, President

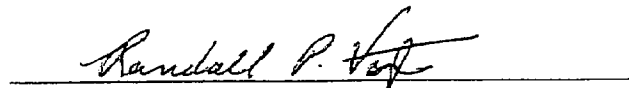
On the 5 day of March, 2001, Robert Eveleigh known to me or satisfactorily proven to be the person whose name is subscribed to this instrument personally appeared before me and acknowledged that he executed the same.

  
Notary Public  
SANDRA A. KLAPPER  
(Printed)

My Commission Expires:  
My County of Residence:

July 22, 2001  
Marion

ASPINALL ASSOCIATES, INC.

  
By: Randy Vogt  
Title: President

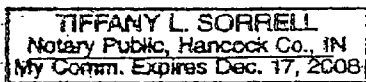
STATE OF INDIANA       )  
                                  )  
COUNTY OF MARION )

ss

On the 2<sup>nd</sup> day of March, 2001, Randy Vogt, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Tiffany L. Sorrell  
Notary Public  
Tiffany L. Sorrell  
(Printed)

My Commission Expires:  
My County of Residence:



BRADLEY CORPORATION

\_\_\_\_\_  
By: Donald Mullett  
Title: \_\_\_\_\_

STATE OF WISCONSIN   )  
                                  )  
WAUKESHA COUNTY     )

ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 2001, Donald Mullett, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

My commission is permanent/expires: \_\_\_\_\_

STATE OF INDIANA )  
 )  
COUNTY OF \_\_\_\_\_ )

SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 2001, Randy Vogt, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed)

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

BRADLEY CORPORATION

John C. Kleczka III  
By: Donald Mullett John C. KLECZKA III  
Title: VP - Finance

STATE OF WISCONSIN )  
 )  
WAUKESHA COUNTY )

SS

On the 5 day of MARCH, 2001, JOHN C. KLECZKA, III ~~Donald Mullett~~, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

★  
LOIS  
HOPPE  
★

Lois Hoppe  
Notary Public

My commission expires: 3-9-03



Kevin B. Kline  
Kevin B. Kline

Indiana  
STATE OF WISCONSIN )  
Marion )  
WAUKESHA COUNTY ) ss.

On the 5<sup>th</sup> day of March, 2001, Kevin B. Kline, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same.

V. Ann Druehl  
~~Notary Public~~ Magistrate Judge  
United States  
District Court,  
S. Dist. of Indiana

My commission is permanent/expires 8

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made this 5 day of March, 2001 by and between Lawler Manufacturing Co., Inc., an Indiana corporation, with its principal place of business at 600 East Ohio Street, Indianapolis, Indiana 46204 (hereinafter "Lawler"), and Kevin B. Kline, a Wisconsin resident residing at 800 East Henry Clay Street, Apt. 101, Whitefish Bay, Wisconsin 53217 (hereinafter "Kline").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, and intending to be legally bound hereby, Lawler and Kline agree as follows:

1. "Information" as used herein, means all information, oral or written, patentable or unpatentable, disclosed to Kline, created by Kline, or known by Kline as a consequence of or through Kline's employment by Lawler which relates to Lawler's business, products, processes, or services, including, but not limited to information relating to research, development, inventions, computer programs, business strategies and plans, programming techniques, flow charts, source code, object code, products under development, strategies of marketing, manufacturing, purchasing, accounting, engineering, marketing, selling, customer lists, customer requirements and vendors and vendor capability, and the documentation relating thereto. "Information" shall include, without limitation, engineering drawings and technical information purchased and otherwise received by Lawler from ITT and its subsidiaries in 1988, engineering drawings and technical information in the possession of

ADDENDUM D TO SETTLEMENT AGREEMENT

PATENT  
REEL: 013846 FRAME: 0373

Lawler's vendors (e.g., Robertshaw), and engineering drawings and technical information created by Kline and others during the period of Kline's employment with Lawler. Information should include, without limitation, the information described in Addendum A attached hereto.

2. The term "Confidential Information" as used herein means all Information supplied to or obtained or created by Kline whether in writing, orally, or by observation, patentable or unpatentable, and whether or not marked as confidential, under the Indiana Uniform Trade Secret Act, Ind. Code § 24-2-3-1 *et seq.*, subject to the following exceptions. "Confidential Information" shall not include Information which Kline can demonstrate by competent documentary evidence: (i) was in the public domain prior to the date of its receipt or creation by Kline; (ii) came into the public domain through no unlawful act or omission of a third party after the date of its receipt or creation by Kline; (iii) was in Kline's possession prior to the time of receipt from Lawler, or ITT or one of its subsidiaries; or (iv) was received by Kline from a third party, other than Bradley Corporation, having the right to disclose to Kline, but only if said third party has authorized Kline use of the Information and has not supplied this Information in breach of a confidentiality obligation. Such disclosures made to Kline under this Confidentiality Agreement which are specific shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in possession of Kline. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of Kline, but only in the combination itself and its principal of operation are in the public domain or in possession of Kline.
3. Kline covenants and agrees that he: (a) shall not make any use whatsoever of Confidential Information except for the purpose(s) of Lawler's benefit or for the benefit of Bradley Corporation under its License Agreement with Lawler; (b) shall not use, or induce, or permit others to use any Confidential Information for any other purpose whatsoever, nor shall Kline disclose or reveal any Confidential Information to anyone, except internally to those of Lawler's or Bradley's employees, agents or consultants with a need to know in accordance with subparagraphs (a) and (b); (c) shall keep all such Confidential Information strictly secret and confidential, and prevent unauthorized use or reproduction of either Confidential Information or documents and materials embodying the same; (d) shall, upon termination of employment with Bradley, return to Bradley all documents or materials relating to or containing Confidential Information generated or received during his employment with Bradley, and return to Lawler all other documents and materials relating to or containing Confidential Information; and (e) acknowledges that all Confidential Information is, shall be, and shall remain the property of Lawler.