



06-25-2004



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FORM PTO-1596
1-31-92 Patent and Trademark Office

RECORDATION FORM COVER SHEET

DOCKET NO.: 38763.1540

PATENTS ONLY

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

1. Name of conveying party(ies):

Marianne Cavanaugh

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: June 22, 2004

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

Name: Convergent Label Technology, Inc.

Internal Address: _____

Street Address: 620 Ware BoulevardCity: Tampa State/Country: FL ZIP: 33619Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No(s). 10/663,814

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: BAKER & HOSTETLER LLP

Internal Address: _____

Street Address: Washington Square, Suite 1100,1050 Connecticut Avenue, N.W.City: Washington State: DC ZIP: 200366. 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:

50-2036

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.

Jonathan A. Kidney, Registration No. 46,195
Name and Registration No. of Person Signing

Signature

Date

Total number of pages 7

CMB No. 0851-0011 (exp. 4/94)

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PATENT
REEL: 015492 FRAME: 0088

ASSIGNMENT

WHEREAS, Marianne Cavanaugh having an address of 9316 Crescent Loop Circle, Apt. 309, Tampa, FL 33619, ("Assignor"), has made a certain new and useful invention as set forth in an application for United States Letters Patent entitled "Document with Integrated Coating", executed by her on June 12, 2003 and filed on September 17, 2003;

AND WHEREAS, Convergent Label Technology, Inc. (FL Corp.), having an address of 620 Ware Boulevard, Tampa, FL 33519, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

AND WHEREAS, Marianne Cavanaugh has signed a Confidential Information, Intellectual Property Ownership and Invention Assignment Agreement ("Agreement"), a copy of which is attached hereto, agreeing to transfer all right, title and interest in and to any and all inventions, including those referenced herein, to Convergent Label Technology, Inc.;

AND WHEREAS, said Agreement designates and appoints Convergent Label Technology, Inc. to execute this assignment document in her stead;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant(s) the firm of BAKER & HOSTETLER LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

6/22/04
Date

Graham Lloyd
Graham Lloyd
President
Convergent Label Technology, Inc.

STATE OF Florida)
COUNTY OF Hillsborough) SS:

On this 22nd day of June, 2004, before me personally appeared Graham Lloyd to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL



Mary L. Morgeson
Notary Public

My commission expires Jan 16, 2006

(NOTE: Legalization is not required for recording, but is *prima facie* evidence of execution under 35 U.S.C. 261).

CONVERGENT LABEL TECHNOLOGY, INC.

CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY OWNERSHIP AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with Convergent Label Technology, Inc., and in consideration of my employment with Convergent Label Technology, Inc. and my receipt of the compensation now and hereafter paid to me by Convergent Label Technology, Inc., I hereby covenant and agree with Convergent Label Technology, Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "Company") to the following:

1. Confidential Information

(a) Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

2. Ownership of Intellectual Property. I acknowledge and agree that all intellectual property rights of the Company, and all materials, documents and tangible things embodying or containing Confidential Information, are the Company's exclusive property. I acknowledge and agree that I have been or will be provided with and/or given access to such intellectual property and other Company-owned property solely for performing the duties of my employment with the Company. I acknowledge and agree to protect the confidentiality of their content and I agree to return to the Company all such intellectual property and other Company-owned property, including all copies, facsimile and specimens thereof in my possession, custody or control, before leaving the employment of the Company.

3. **Inventions**

(a) **Inventions Retained and Licensed.** If in the course of my employment with the Company, I incorporate into a Company product, process or machine any inventions, original works of authorship, developments, improvements, and trade secrets that were made by me prior to my employment with the Company, that are owned by me or in which I have an interest (collectively referred to as "Prior Inventions"), the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such invention.

(c) **Inventions Assigned to the United States.** I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to

execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. **Returning Company Documents.** I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.

5. **Notification of New Employer.** In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

6. **Representations.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

7. **General Provisions.**

(a) **Not a Contract of Employment.** I acknowledge and agree that this Agreement does not constitute or create a contract or commitment for employment with the Company for any fixed term. I acknowledge and agree that my employment is "at will" and may be terminated by either the Company or me at any time, and for any reason, or for no reason and without liability, except as may otherwise may be required by applicable law.

(b) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of Florida. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Florida for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(d) **Remedies.** I acknowledge and agree that if I violate and/or breach this Agreement in any manner, the Company shall be entitled to an accounting and repayment of all lost profits, compensation, commissions, remuneration or benefits that I directly or indirectly realized or may realize as a result of any such violation or breach. The Company shall also be entitled to recover for all lost sales, profits, commissions, good will and customers caused by my improper acts, in addition to and not in limitation of any injunctive relief or other rights or remedies that the Company is or may be entitled to at law or in equity or under this Agreement.

I further acknowledge and agree that it would be difficult to measure any damages caused to the Company which might result from any breach by me of any of the promises set

forth in this Agreement, and that, in any event, money damages would be an inadequate remedy for such breach. Accordingly, I acknowledge and agree that if I breach or threaten to breach any portion of this Agreement, the Company shall be entitled, in addition to all other remedies that it may have: (i) to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company; and (ii) to be relieved of any obligation to provide any further payment or benefits to me or my dependents.

(e) Costs. I acknowledge and agree that should it become necessary for the Company to file suit to enforce the covenants contained herein, and any court of competent jurisdiction awards the Company any damages and/or an injunction due to my acts, then the Company shall be entitled to recover its reasonable costs incurred in conducting the suit including, but not limited to, reasonable attorneys' fees and expenses.

(f) Employment. As used herein, my employment includes any time during which I may be retained by the Company as a consultant. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

(g) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(h) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(i) Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(j) Waiver. The waiver by the Company of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me.

Date: 9/10/02

MARIANNE CAVANAUGH
[Employee Printed Name]

M. Cavanaugh
[Employee Signature]