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Form PTO-1595  
(Rev. 03/01)

RECORDATION  
**PATENTS ONLY**

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

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Huong Doan

8-30-04

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

2. Name and address of receiving party(ies)

Name: RUBBERMAID INCORPORATED

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

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

3320 West Market Street

City: Fairlawn

State: OH

Zip: 44333

Additional name(s) & address(es) attached:  Yes  No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Employment contract obligating employee to assign patent rights

Execution Date: July 29, 2002

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

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

A. Patent Application No.(s):  
29/188,399

B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Matthew D. Fair  
MARSHALL, GERSTEIN & BORUN LLP

Internal Address: Atty. Dkt.: 29939/03029

Street Address:  
233 S. Wacker Drive, Suite 6300  
Sears Tower

City: Chicago State: IL Zip: 60606-6357

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

Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

13-2855

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

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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.

Matthew D. Fair - 51,662  
Name of Person Signing

Matthew D. Fair  
Signature

August 26, 2004  
Date

Total number of pages including cover sheet, attachments, and documents: 2

FINANCE SECTION

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**PATENT**  
**REEL: 015734 FRAME: 0323**

TRADE SECRETS AND CONFIDENTIALITY AGREEMENT


In consideration of the employment or continued employment of ("Associate")

HUONG DORN by Rubbermaid Home Products, Associate agrees as follows:

- (1) Protection of the Company's Business. Associate acknowledges that in the course of his/her employment he/she will acquire or has acquired knowledge of trade secrets and confidential data of the Company. Such trade secrets and confidential data may include, but is not limited to, confidential product and pricing information, customer lists, information related to the costs charged to the Company by its suppliers (e.g. resin pricing), technical information, methods by which the Company proposes to compete with its competitors, strategic plans, confidential reports prepared by the Company or its consultants, and similar information relating to the Company's products, customers, and operations, which trade secrets and confidential data pertain to its operations throughout the United States and the world. Associate, in order to perform his/her obligations as an Associate, must necessarily acquire knowledge of such trade secrets and confidential data, all of which the Associate acknowledges are not known outside the business of the Company, are known only to a limited group of its associates, are protected by strict measures to preserve secrecy, are of great value to the Company, are the result of the expenditure of large sums of money, and disclosure of which would be extremely detrimental to the Company. Associate agrees to keep all such trade secrets or confidential data secret and not to release such information to persons not authorized by the Company to receive such secrets and data, both during the term of his/her employment and at all times thereafter. Associate acknowledges that trade secrets and confidential data need not be expressly marked as such by the Company.
- (2) Documents, Inventions, Etc. All records, files, drawings, documents, equipment, and the like relating to the Company shall be and remain the sole property of the Company. Associate, on the termination of his/her employment, shall immediately return to the Company all such items without retention of any copies. Associate shall fully and promptly disclose to the Company all ideas, conceptions, inventions, discoveries, and designs conceived or contemplated by him/her during the course of, or related to, his/her employment with the Company (whether alone or with others and whether patentable or unpatentable hereinafter called "Inventions") and shall assign to the Company his/her entire right, title and interest in and to the Inventions. Associate shall take all reasonable action requested by the Company to protect, obtain title to and/or patent in any country in the name of the Company or its nominee, any of such Inventions, including execution and delivery of all applications, assignments and other papers deemed necessary by the Company, provided he/she is reimbursed his/her reasonable expenses in so doing.
- (3) Economic Espionage Act of 1996. Associate acknowledges that the Economic Espionage Act of 1996 makes it a federal crime to steal business trade secrets either from the Company or on behalf of the Company.
- (4) Complete Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements addressing the terms, conditions, and issues contained herein. Nothing in this Agreement, however, affects any separate written agreements between associate and the Company addressing other terms, conditions and issues of employment.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

ASSOCIATE SIGNATURE:

  
\_\_\_\_\_

DATED: 07/29/02