

08-18-2005

PATENT NO.: L0632.70068US00

HRD
5/26/05
FORM PTO-1595 U.S.
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RE



102984722

2 SHEET

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Michael Ellenbogen

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Employment Agreement
with Assignment
Execution Date: January 7, 2000

2. Name and address of receiving party(ies)

Name: PerkinElmer, Inc.
(A Massachusetts Corporation)

Internal Address:

Street Address: 45 William St.
Wellesley, MA 02481

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 10/971,453 and 10/972,211

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Edmund J. Walsh, Reg. No. 32,950
Address: Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, MA 02210-2206

6. Total number of applications and patents involved: [2]

7. Total fee (37 CFR 3.41) \$ 80.00

☐ Enclosed

☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiencies in the enclosed payment to: Charge

8. Deposit Account No: 23/2825

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.

Edmund J. Walsh

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to (modify as appropriate):

Commissioner of Patents
PO Box 1450, Alexandria, VA 22313-1450

EMPLOYEE PATENT AND PROPRIETARY INFORMATION UTILIZATION AGREEMENT

1. In consideration of my employment with my continued employment with PerkinElmer, Inc. ("Company"), a corporation of the State of Massachusetts, the compensation and any future increases in compensation paid to me and of the access granted to me to the Company's proprietary and confidential information, I agree that:
2. I understand employment with the Company may involve access to information, whether or not in tangible form, which is the property of the Company and which is not known in the trade or generally by the public, and to information which is identified as proprietary and/or confidential by the Company or which I have reason to believe is being maintained in confidence whether embodied in memoranda, manuals, letters, drawings or other documents, computer disks, tapes or other information storage devices or any other media ("Proprietary Information"). Proprietary Information includes all results, intermediate and final, of the Company's research activities in which I may participate or of which I may obtain knowledge during my employment, together with business, manufacturing and research methods, including product designs and specifications; manufacturing procedures and tolerances; research tools; test procedures; prices and pricing formulas; cost information; customers' special materials and product specifications and requirements; information concerning suppliers; sales records; sales reports; customer lists; customer contact reports; and customer records. This Proprietary Information is not as a matter of corporate policy ever disclosed to the public except as authorized in writing by an executive officer. I agree to treat Proprietary Information as confidential both during my employment and thereafter and shall recognize and protect the property rights of the Company in its Proprietary Information.
3. I also agree to maintain in confidence information disclosed to the Company by third parties whether or not in tangible form which is identified as confidential or proprietary under a non-disclosure or confidentiality agreement or which I have reason to believe is being maintained in confidence whether embodied in memoranda, manuals, letters, drawings or other documents, computer disks, tapes or other information storage devices or any other media.
4. I also represent that, to my knowledge, my employment with the Company will not require me to use or disclose proprietary or confidential information of a former employer or any other person and that I will not improperly use or disclose, in connection with my employment by the Company, information obtained from others which I know to be confidential or proprietary.
5. I assign to the Company, will hold for the Company's exclusive benefit, and will confirm assignment thereof in writing without compensation in addition to my salary, my entire right, title and interest in any inventions, discoveries, techniques, processes, devices, improvements, refinements or modifications conceived, made and or reduced to practice by me, either solely or jointly with others, and whether patentable or not ("Inventions"), during my employment with the Company and which fall within the scope of the Company's or an affiliate's (as defined in Paragraph 10 below) actual or anticipated business or research and development, whether made within or outside of my usual work hours, and whether on or off Company premises. I will make prompt and full disclosure thereof to the Company and maintain records of creative or inventive activities and deliver such records to the Company at termination of employment or as requested by the Company.

¹The term confidential in this Agreement is used in the ordinary sense and does not refer to security classifications of the United States Government.

6. During and after my employment with the Company, I will assist the Company, at the Company's expense and without cost to me, in obtaining, maintaining and enforcing patents in any and all countries on inventions assigned by me to the Company, or which I am bound to assign to the Company, and for that purpose, I will sign all documents which the Company may deem necessary or desirable. I understand the Company may provide, by mutual agreement, legal representation to me at the Company's expense and without cost to me, concerning issues associated with litigation involving third parties regarding any inventions which become the subject of this Agreement. The Company's agreement to provide such legal representation will not be unreasonably withheld.
7. During my employment with the Company, I will devote my best efforts to promote the interests and business of the Company; I acknowledge that I owe a duty of loyalty to the Company and agree not to engage in, or contract with others to engage in, directly or indirectly, any business or other activity which is in competition with or may reasonably result in competition with the Company.
8. I acknowledge and agree that all writings or works of authorship, including, without limitation, software program codes and/or documentation ("Works of Authorship"), produced or authored by me in the course of performing services for the Company, together with any copyrights on those Works of Authorship, are works made for hire and the property of the Company. To the extent that any of the above-referenced Works of Authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by me to the Company of ownership of, and all rights of copyright in, such items, and the Company shall have the right to obtain in its own name rights of copyright, copyright registrations and similar protections which may be available in the Works of Authorship. I agree to give the Company at its expense all assistance reasonably required to perfect such rights.
9. I have set forth in an Attachment all inventions and Works of Authorship made by me before the commencement of my employment with the Company and which are therefore not covered by this Agreement.
10. An affiliate of the Company shall have the same rights as the Company under this Agreement and my obligations owed to the Company under this Agreement shall be owed to the affiliate in the same manner as they are owed to the Company. Affiliates of the Company are (1) any subsidiary of the Company (2) any other entity a majority of whose voting shares are controlled by the Company and (3) any successor entity which controls a majority of the voting shares of the Company.
11. This Agreement is not a contract of employment. This Agreement supersedes and is hereby substituted for all existing agreements which I have entered into with the Company relating generally to the same subject matter. This Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and assigns.
12. This Agreement shall be governed by the law of the State of Massachusetts excluding that body of law related to choice of law.
13. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

An Attachment pursuant to paragraph 9. (Check one) ☒ is _____ is not attached hereto.

Executed at 108 COMMERCE WAY on 1/7 10-2000

Witnessed by: _____

Employee: _____

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Agreed to and accepted by and for the benefit of PerkinElmer, Inc. A copy of this signed and accepted Agreement has been provided to the employee.

By: _____

Title: _____

**Attachment to PerkinElmer Employee Patent and Proprietary Information
Utilization Agreement****Inventions and Works of Authorship**

Michael Ellenbogen is listed as inventor or co-inventor on the following US patents assigned to Vivid Technologies, Inc.:

Patent #	Date	Description
5,642,393	6/24/97	Patent: Detecting contraband by employing interactive multi-probe tomography
5,699,400	12/16/97	Patent: Operator console for article inspection systems
5,870,449	2/9/99	Patent Extension: Operator console for article inspection systems

The following provisional patent application has been filed on Vivid Technologies' behalf but has yet to be awarded:

Patent #	Date	Description
N/A	8/24/97	Provisional Patent Application: Contraband detection and article reclaim system

I have also filed the following provisional patent application which is unrelated to Vivid Technologies' or PerkinElmer's actual or anticipated business as defined by section 5 of this agreement:

Patent #	Date	Description
N/A	8/12/99	Provisional Patent Application: Method and apparatus for remote service networking