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102984719

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 EllenbogenAdditional 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: October 3, 1994

2. Name and address of receiving party(ies)

Name: Vivid Technologies, Inc.
(A Massachusetts Corporation)

Internal Address:

Street Address: 105 Commerce Way
Woburn, MA 01801Additional 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 accountThe 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: [6]

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

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

VIVID TECHNOLOGIES, INC.

EMPLOYEE INTELLECTUAL PROPERTY RIGHTS AGREEMENT
AND NON-COMPETITION AGREEMENT

In order to induce Vivid Technologies, Inc., a Massachusetts corporation (the "Company"), to employ me initially or to continue my employment, as the case may be, and in consideration of its doing so, I hereby agree as follows:

1. Definitions

When used in this Agreement, the terms specified below have the meanings indicated. Terms defined elsewhere in this Agreement have the meanings there.

"Company" means the company and, to the extent applicable, any other business entity that is either controlled by, controls, or under common control with the company.

"Confidential Information" means information, whether it is or is not recorded or embodied in or on Material, that is not a Trade Secret but that is identified to me as being confidential to the Company.

"Information" means all information concerning technical, administrative, financial, manufacturing, or marketing activities, including, without limitation, design, manufacturing, and procurement specifications; engineering and manufacturing data; manufacturing processes, techniques, and know-how; formulas; information-processing processes or programs, techniques, and know-how; research and development plans; trade secrets; marketing plans and strategies; customer names and other data; and cost and financial data.

"Invention" means any discovery, invention, improvement, process, formula, or technique, whether patentable or not.

"Material" means any physical embodiment of Information, regardless of whether I or someone else created it, including, without limitation, drawings, specifications, recording media for machine information-processing systems (such as disks, ROMs, and tapes that contain Information), documentation of all types, contracts, reports, manuals, lists, quotations, proposals, correspondence, notebooks, and samples.

"Trade Secret" means any Information, whether it is or is not recorded or embodied on or in a Material, that is not readily available from either the Company or another source without restrictions on its use and disclosure and whose use by Company gives it an opportunity to obtain an advantage over its then-current or potential competitors that do not use it.

"Proprietary Invention" means any Invention I made, conceived, or reduced to practice, either alone or with others, (a) either in the course of performing work for Company or at Company's expense, or (b) that results from tasks assigned to me by Company, or (c) whose creation ordinarily would be associated with my then current responsibilities as an employee of the Company. If I am identified as an inventor in any application for any United States or foreign patent where the Invention (i) is claimed to have been made, conceived, or reduced to practice during the first year after termination of my employment by the Company and (ii) would have been a Proprietary Invention if it occurred before the termination of my employment, then that Invention shall be rebuttably presumed to be a Proprietary Invention.

"Trade Secret Material" means Material that contains Trade Secrets.

2. Acknowledgment of Relationship of Trust. I realize that my employment by the Company involves a relationship of confidence and trust between me and the Company with respect to its intellectual property rights, which include patents, trade secrets, copyrights, and trademarks, and that, as part of my employment, I am expected to contribute to the Company by creating and protecting those rights. I understand that the Company's competitive position depends on its ability to develop, utilize, and keep control over those intellectual property rights, and I will develop and protect those rights as provided below, or as otherwise reasonably requested in writing.
3. Non-disclosure of Trade Secrets and Confidential Information. (a) At all times, both during my employment by the Company and afterward, I will keep in confidence, and will not disclose, any Trade Secrets to anyone, and will not transfer any Trade Secret Material to anyone, including employees of Company, except as authorized by the Company. I will use any Trade Secrets and Trade Secret Material to which I have access only in the course of my work for the Company and for its benefit and will not appropriate it for the benefit of myself or any other person. During my employment by Company I will comply with its then-current procedures for the protection of Trade Secrets and Trade Secret Material. In the event of any inconsistency between those procedures and the requirements of this Agreement, the more stringent procedures or requirements will apply.

(b) At all times, both during my employment by the Company and afterward, I will keep in confidence and will not disclose or transfer any Confidential Information to any person other than an employee of Company, except as authorized by the Company, and I will not appropriate confidential information for the benefit of myself or any other person.

4. Return of Trade Secret Material and Material Containing Confidential Information. I will not remove from Company's premises, or make any copies of, Trade Secret Material or Material containing Confidential Information, except for use in Company's business. I will return to the Company all such Materials, including all copies of it, in my possession or under my control, (i) at any time upon the request of the Company, and (ii) without such a request at the termination of my employment by the Company. Upon the Company's request, I will furnish a written statement that I returned all such Materials.
5. Prior Inventions. As a matter of record, and in order to avoid disputes over the application of paragraph 7 below, I attach to this Agreement, as Exhibit A, a complete list of all Inventions I made, conceived, or first reduced to practice, alone or jointly with others, prior to my employment by Employer, that are not described in a publication or patent application in existence on the Effective Date of this Agreement, and that I want to exclude from the effect of this Agreement. If no such list is attached to this Agreement, I represent that I will have no such Inventions as of the Effective Date.
6. Disclosure of Inventions. I will disclose to the Company promptly (a) any Proprietary Inventions and (b) any Inventions of which I am aware that are made, conceived, or first reduced to practice by others performing services for Employer.
7. Assignment of Proprietary Inventions. All Proprietary Inventions shall be the exclusive property of the Company, and the Company shall be the owner of any patents and other rights related to Proprietary Inventions. Accordingly, I hereby assign and convey to the Company all of my right, title, and interest in and to any Proprietary Inventions.
8. Cooperation and Further Assurances. I will help the Company, at its expense, obtain and enforce patents on Proprietary Inventions in any countries it selects, and I will execute any related documents, including, without limitation, application papers for letters patent, assignments, affidavits and oaths of facts within my knowledge, and assignments of my right, title, and interest in and to Proprietary Inventions and related patents to the Company or its designee. I will do any other things the Company requests to convey to, or vest in, the Company the rights, titles, benefits, and privileges intended to be conveyed. My obligation under this paragraph shall continue after the termination of my employment, subject to the Company's compensating me at a reasonable rate for time actually spent by me at Employer's request on such help after termination of employment.

9. Prior Agreements. I attach to this Agreement, as Exhibit B, a complete list of any prior agreements with any other person related to intellectual property rights. I represent that my performance of all the terms of this Agreement and as an employee of the Company will not breach any other agreement relating to intellectual property rights, including any agreement to keep in confidence information acquired by me prior to my employment with the Company. I will not enter into any agreement either written or oral in conflict with this Agreement.
10. Works in Authorship. (a) I acknowledge that all works of authorship (including, without limitation, works of authorship that contain software program code) I produce during, and within the scope of, my employment by the Company, whether they are or are not created on the Company's premises or during hours in which I am supposed to be rendering services to the Company, are works made for hire and are the property of the Company, and that copyrights in those works of authorship are the property of the Company. If for any reason it appears that the Company is not the author of any such work of authorship for copyright purposes, I hereby expressly assign all of my rights in and to that work to the Company and agree to sign any instrument of specific assignment requested.
- (b) I will use reasonable efforts to avoid including in any work of authorship I produce within the scope of my employment any material that then is created by, or on behalf of, any person other than the Company. I will inform the Company of any material created by or on behalf of any other person that I recommend be included in a work of authorship.
11. Information or Material of Others. I will not disclose to Company, or use in Company's business, or information or material relating to the business of any other person and intended by that person not to be disclosed to Company.
12. Full Time and Best Efforts. I will devote my full time during the time I am expected to work, and my best efforts, to Company's business to the exclusion of all other business activities. In addition, while I am employed by Company, I will not, directly or indirectly, either by myself or in conjunction with others, be engaged or interested in, or affiliated with, or organize or help to organize, or aid or assist in any manner any business similar to or competitive with Company, except that I may understand that mere ownership of no more than one percent (1%) of the capital stock of a corporation whose stock is registered under Section 12 or Section 13 of the Securities Exchange Act of 1934 is not so barred.
13. Noncompetition. During the first two (2) years after I cease to be employed by Company, I will not, directly or indirectly, either by myself or in conjunction with others be engaged or interested in, or affiliated with, or organize or help to organize, or aid or assist in any manner any business competitive then currently with Company, except that I understand that mere employment as other than a key employee or ownership of no more than five percent (5%) of the capital stock of a corporation is not so barred.

14. Enforcement. I acknowledge that my employment by Company imposes on me a duty to act solely for the benefit of Company. In addition to any other remedies Company has available to it, Company is entitled, at its election, to recover from me (a) the value of anything belonging to Company I use, or transfer, in breach of that duty, and (b) any benefit I receive as a result of violating that duty of loyalty, or the value of that benefit or its proceeds, and Company also shall be entitled to recover from me the amount of damages it suffered as a result.
15. Successors and Assigns. This Agreement shall be binding upon me and my heirs, executors, assigns, and administrators and shall inure to the benefit of company and its successors and assigns.
16. Applicable Law. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State in which the headquarters of Company are located on the Effective Date.
17. Effective Date. This Agreement shall be effective as of the date set forth below.

Michael Ellenbogen
(Signature)

Maureen Sullivan
(Witness)

MICHAEL ELLENBOGEN
(Printed Name)

10/3/94
(Effective Date)