

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ernest A. Oswalt	04/07/2000
RECEIVING PARTY DATA	
Name:	MCI WorldCom, Inc.
Street Address:	500 Clinton Center Drive
City:	Jackson
State/Country:	MISSISSIPPI
Postal Code:	39056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5278891
CORRESPONDENCE DATA	
Fax Number:	(202)736-6382
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202.736.6522
Email:	eden.stright@mci.com
Correspondent Name:	Michael A. Wrenn
Address Line 1:	1133 19th Street NW
Address Line 2:	059854/003
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	SKY88001C1
NAME OF SUBMITTER:	Eden U.I. Stright
Total Attachments: 2 source=oswalt, ernest a_20051128094014#page1.tif source=oswalt, ernest a_20051128094014#page2.tif	

CH 5278891 \$40.00



## CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

In consideration of my employment or continued employment by MCI WORLDCOM, Inc., or one of its subsidiaries, other affiliates, successors or assigns (the "Company"), and in consideration of the wages and/or commissions and benefits paid or payable to me by the Company in connection with my employment, as a condition of such employment, wages and/or commissions and benefits, including stock options, I covenant and agree with the Company as follows:

1. Confidential Company Information. I agree that, for the purpose of this Agreement, the phrase "Confidential Company Information" shall mean information possessed by the Company and its business activities not generally known, which is used or is useful in the conduct of the Company's business or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential Company Information includes but is not limited to the lists of the Company's existing and prospective customers, the type of equipment or its configuration used by the Company and the marketing and business plans of the Company, each and all as may exist from time to time. Confidential Company Information also includes information received by the Company from others which the Company has an obligation to treat as confidential. All other information which becomes known to me as a result of my employment, which the Company takes measures to protect, shall also be regarded as Confidential Company Information.

2. Inventions. I agree that, for the purpose of this Agreement, the word "Inventions" shall mean any original works of authorship or techniques, whether or not patentable, copyrightable or protectable as a trade secret, that are created or developed by me or another employee or contractor of the Company resulting from or related to employment assignments or pertaining to any actual or anticipated Company work or research.

3. Non-Disclosure. I recognize and acknowledge that Confidential Company Information and Inventions comprise valuable, special and unique assets of the Company's business. I will never, except as authorized by the Company in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by the Company and thereafter, I will not, except as authorized by the Company in the performance of my duties, directly or indirectly use or disclose to any person or entity any Inventions or any Confidential Company Information that I have or may acquire during my employment by the Company (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Inventions and Confidential Company Information). I will never take plans or specifications of Inventions or Confidential Company Information, including equipment, software, types of configurations, list of the Company's customers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my employ with the Company all records regarding any Confidential Company Information or Inventions will be left with the Company.

4. Assignment of Inventions. I agree, during my employment, promptly to disclose to the Company any Inventions which I conceive or reduce to practice. Except as may be specifically excused in advance writing by a Company officer, I do hereby assign to the Company my entire right and title in all Inventions and the related goodwill without further compensation or award. I recognize that the Company will have the right to use and/or apply for and protect patents, copyrights, trademarks and other common law and statutory protections for Inventions. I agree, both during and after my employment, to execute and deliver all documents and to take such other actions as the Company deems necessary to facilitate such protections.

5. Non-Solicitation. During my employment and for a period of one year from and after the termination of my employment, irrespective of the manner of, or reason for, termination of employment, I will not, either directly or indirectly, separately or in association with others:

- (i) hire, solicit, persuade, or entice any Company employee to discontinue employment with the Company, or any person who was a Company employee within the prior six months, to work for a competing enterprise;

nor

- (ii) solicit the business of any Company customer, or any person or enterprise whose business the Company had solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with the Company.

6. Enforcement. In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that the Company shall be entitled to an injunction restraining me from disclosing or using contrary to this Agreement, in whole or in part, Confidential Company Information or Inventions (including, without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been disclosed or threatened to be disclosed. I acknowledge and agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of the Company or as prohibiting the Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me. I agree that should the Company prevail in such action, the Company will be entitled to recover from me its reasonable attorneys' fees and costs. If a court should refuse to enforce any covenant because of geographic area or scope extensiveness, I agree the court may revise the covenant to the extent necessary for enforcement. This Agreement shall not supersede or be in lieu of any other duty or agreement restricting activities referenced herein or addressing rights or remedies of the Company, but shall be in addition to any such other duties or agreements.

7. Employment. I understand that this Agreement does not obligate the Company to employ me for any stated period of time and that my employment may be terminated at any time by me or by the Company for any reason not prohibited by law. While employed, I agree not to be employed by, be a paid consultant to, or have any ownership interest exceeding one percent in, any business enterprise which is in direct competition with any of the Company's businesses.

8. Applicable Law. I agree that this Agreement shall be interpreted, construed and enforced in accordance with the internal laws of the State of Mississippi in that the principal office of the Company is located in Mississippi.

9. Acknowledgement. I hereby acknowledge and represent that I have fully read and understand this Agreement and that I consider all of the terms of my covenants and agreements set forth in this Agreement to be fair and reasonable and to be necessary to protect the Company's ongoing interests.

AGREED TO THIS 7th day of April, 2000.

Employee's Name: Ernie Oswalt  
Social Security Number or Global ID Number: 425664903

Ernest A. Oswalt  
Employee's Signature

J E Stoss  
Witness