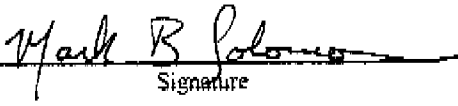
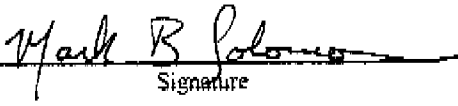
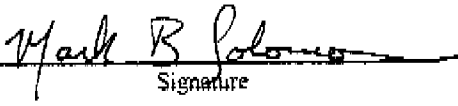


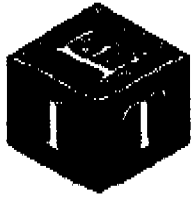
# RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 3558.1000-004

To the Director of the U S Patent and Trademark Office. Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p>LETICIA M. BROOME /03/01/2003 / / / /</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2 Name and address of receiving party(ies)</p> <p>Name: <u>IMAGE THERM ENGINEERING, INC.</u></p> <p>Internal Address _____</p> <p>Street Address: <u>142 NORTH ROAD</u></p> <p>City: <u>SUDBURY</u></p> <p>State: <u>MASSACHUSETTS</u></p> <p>Country: <u>USA</u> Zip: <u>01776</u></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>3 Nature of conveyance</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Agreement</u></p>	<p><input type="checkbox"/> This document is being filed together with a new application</p> <p><input type="checkbox"/> Patent No.(s)</p> <p>10/824,778</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>MARK B. SOLOMON, ESQ.</u></p> <p>Internal Address: _____</p> <p><u>HAMILTON, BROOK, SMITH &amp; REYNOLDS, P.C.</u></p> <p>Street Address: <u>530 VIRGINIA ROAD, P.O. BOX 9133</u></p> <p>City: <u>CONCORD</u> State: <u>MA</u> ZIP <u>01742-9133</u></p> <p>Phone No. <u>978-341-0036</u> Fax No. <u>978-341-0136</u></p> <p>Email Address: <u>MARK.SOLOMON@HBSR.COM</u></p>	<p>6 Total number of applications and patents involved: <u>[ 1 ]</u></p> <p>7. Total Fee (37 CFR 1.21(h) &amp; 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorization to charge deposit account number 08-0380</p> <p><input type="checkbox"/> Previously submitted - Doc. ID No. <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380</p> <p>Do not attach a copy of this page if paying by deposit account and filing via facsimile.</p> <p>Attach a copy of this page if paying by deposit account and filing via mail.</p>			
<p>8.</p> <table style="width:100%; border: none;"> <tr> <td style="width:30%; text-align: center;"> <u>Mark B. Solomon</u> Name of Person Signing </td> <td style="width:40%; text-align: center;">  Signature </td> <td style="width:30%; text-align: center;"> <u>7/14/06</u> Date </td> </tr> </table>		<u>Mark B. Solomon</u> Name of Person Signing	 Signature	<u>7/14/06</u> Date
<u>Mark B. Solomon</u> Name of Person Signing	 Signature	<u>7/14/06</u> Date		
<p>Total number of pages including cover sheet, attachments, and documents: <u>[ 6 ]</u></p>				

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# Image Therm Engineering

Solutions for science and industry

Image Therm Engineering, Inc.  
142 North Road, Suite 100  
Sudbury, MA 01776 USA

Tel (978) 371-8823  
FAX (978) 371-8942  
<http://www.imagetherm.com>

## AGREEMENT

AGREEMENT (the "Agreement" or this "Agreement") between Image Therm Engineering, Inc. (including any and all of its present and future subsidiaries) a Massachusetts corporation having its principal office at 142 North Road, Sudbury, Massachusetts 01776 ("Company") and Leticia Broome residing at 66 Riverview Circle, Wayland, Massachusetts 01778 ("Employee" or "I").

WHEREAS, Employee has specialized knowledge and experience desired by the Company and desires to be engaged as an employee of the Company in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and Employee agree as follows:

1. **Company's Confidential Information:** I understand that in performance of my job duties with the Company, I will be exposed to the Company's confidential information and trade secrets. "Confidential Information" means information or material that is valuable to the Company without limitation and not generally known in the industry. This information includes:
  - a) any and all versions of the Company's proprietary computer software (including source code and object code), hardware, firmware and documentation;
  - b) technical information concerning the Company's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development;
  - c) information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  - d) information concerning the Company's employees, including their salaries, strengths, weaknesses and skills;
  - e) information submitted by the Company's customers, suppliers, employees, consultants or co-venturers with the Company for study, evaluation or use, and
  - f) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business or its customer's business.
  
2. **Nondisclosure of Confidential Information:** I shall keep the Company's Confidential Information, whether or not prepared or developed by me, in the strictest confidence. I shall not use or disclose such Confidential Information to others without the Company's written consent. However, I shall have no obligation to treat as confidential any information which:
  - a) was in my possession or known to me, without an obligation to keep it confidential, before such information was disclosed to me by the Company;

- b) is or becomes public knowledge through a source other than me and through no fault of mine; or
- e) is or becomes lawfully available to me from a source other than the Company.
3. **Confidential Information of Others:** I shall not disclose to the Company, use in the Company's business, or cause the Company to use, any information or material that is a trade secret or considered confidential information of others. My performance of this Agreement does not and shall not breach any agreement to keep in confidence proprietary information acquired by me prior to my employment by the Company.
4. **No Conflicting Obligations/Indemnification:** I have no other current or prior agreements, relationships or commitments that conflict with the provisions of this Agreement. I shall hold harmless and indemnify Company and its officers for all costs and expenses, including attorney's fees, incurred in connection with any action brought by any other person or entity against Company or its officers, related to any aspect of my employment with Company.
5. **Return of Materials:** Whenever requested by the Company, and in any event when my employment with the Company ends, for whatever reason, I shall promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any of the Company's Confidential Information. I shall also return to the Company all equipment, files, software programs and other property belonging to the Company.
6. **Confidentiality Obligation Survives Employment:** I understand that my obligation to maintain the confidentiality and security of the Company's Confidential Information remains with me even after my employment with the Company ends and continues for so long as such material remains Confidential Information.
7. **Computer Programs Are Works Made for Hire:** I understand that as part of my job duties I may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. I agree that any and all computer programs, documentation and other copyrightable materials that I am asked to prepare or work on as part of my employment with the Company shall be "works made for hire" and that the Company shall own all the copyright rights in such works. IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, I HEREBY ASSIGN ALL MY COPYRIGHT RIGHTS IN THE WORK TO THE COMPANY.
8. **Disclosure of Developments:** While I am employed by the Company, I shall promptly inform the Company of the full details of all my inventions, discoveries, improvements, innovations and ideas (collectively called "Developments")--whether or not patentable, copyrightable or otherwise protectible--that I conceive, complete or reduce to practice (whether jointly or with others) and which:
- a) relate to the Company's present or prospective business, or actual or demonstrably anticipated research and development; or
  - b) result from any work I do using any equipment, facilities, materials, Confidential Information or personnel of the Company; or
  - c) result from or are suggested by any work that I may do for the Company.
9. **Assignment of Developments:** I hereby assign to the Company or the Company's designee, my entire right, title and interest in all of the following that I conceive or make (whether alone or with others) while employed by the Company:

- a) all Developments;
- b) all copyrights, trade secrets, Confidential Information, trademarks and mask work rights in Developments; and
- c) all patent applications filed (including in foreign countries) and patents granted on any Developments.
10. **Post-Employment Assignment:** I shall disclose to the Company any and all computer programs, inventions, improvements or discoveries actually made, or copyright registration or patent applications filed, within twelve (12) months after my employment with the Company ends. I hereby assign to the Company my entire right, title and interest in such programs, inventions, improvements and discoveries, whether made individually or jointly, that relate to the subject matter of my employment with the Company during the twelve (12) month period immediately preceding the termination of my employment.
11. **Execution of Documents:** Both while employed by the Company and afterwards, I agree to execute and aid in the preparation of any papers that the Company may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to the Company.
- If the Company is unable to secure my signature on any document necessary to obtain or maintain any patent, copyright, trademark or other proprietary rights, whether due to my mental or physical capacity or any other cause, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to execute and file such documents and do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed by me.
12. **Prior Developments:** All prior developments relevant to the subject matter of my employment by the Company ("Prior Developments") that have been conceived or reduced to practice or learned by me, alone or jointly with others, before my employment with the Company, which I desire to remove from the operation of this Agreement. The Prior Developments consist of: [LIST ALL PRIOR DEVELOPMENTS. IF NONE, SO STATE.]
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I represent and warrant that this list is complete. If there is no such list, I represent that I have made no such Prior Developments at the time of signing this Agreement.

13. **Conflict of Interest:** During my employment by the Company, I shall not engage in any other business activities or any other activities of any kind that conflict with the Company's best interests.
14. **Non-Competition Agreement:** I understand that during my employment by the Company I may become familiar with the Confidential Information of the Company. Therefore, it is possible that I could gravely harm the Company if I worked for a competitor. Accordingly, I agree during the time of my employment with the Company and for two (2) years following the end of my employment with the Company not to compete, directly or indirectly, whether as owner, partner, shareholder (other than as the owner of less than 2% of the outstanding stock of a publicly-traded corporation), consultant, agent, employee, co-venturer or in any other capacity, seek employment, become employed, engage, participate, assist in any Competing Business. For purposes of this Agreement,

the term "Competing Business" shall mean any business or organization worldwide that is doing business, researching or is in any way involved with spray characterization, drug delivery device actuation, thermal imaging and/or high-speed imaging. I understand that the restrictions set forth in this Section 14 are intended to protect the Company's interest in its Confidential Information and established employee, customer and supplier relationships and goodwill, and I agree that such restrictions are reasonable and appropriate for the purpose.

- a) **Diversion of Company Business:** For a period of one (1) year from the date my employment ends, I shall not divert or attempt to divert from the Company any business the Company enjoyed or solicited from its customers during the one (1) year prior to the termination of my employment.
  - b) **Geographic Restrictions:** I acknowledge and agree that the Company's products and services are designed and intended for the global marketplace. Accordingly, I agree that there are to be no geographical restrictions on my post-employment competitive activity.
15. **Noninterference with Company Employees:** While employed by the Company and for one (1) year afterwards, I shall not:
- a) induce, or attempt to induce, any Company employee to quit the Company's employ,
  - b) recruit or hire away any Company employee, or
  - c) hire or engage any Company employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.
16. **Enforcement:** I agree that in the event of a breach or threatened breach of this Agreement, money damages alone would be an inadequate remedy and extremely difficult to measure. I agree, therefore, that the Company shall be entitled to an injunction to restrain me from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach.
17. **Nature of Relationship:** I understand and acknowledge that this Agreement is not an employment contract and that either the Company or I may terminate my employment at any time with or without cause.
18. **General Provisions:**
- a) **Successors:** The rights and obligations under this Agreement shall survive the termination of my service to the Company in any capacity and shall inure to the benefit and shall be binding upon:
    - i) my heirs and personal representatives, and
    - ii) the successors and assigns of the Company.
  - b) **Governing Law: Waiver of Jury Trial:** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
  - c) **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and me.

- d) **Entire Agreement:** This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the Company and me, except for prior confidentiality agreements I have signed relating to information not covered by this Agreement.
- e) **Modification:** This Agreement, or any part of this Agreement, may only be amended, altered, waived, modified, eliminated, terminated or extended in a writing signed by the Company's President and me.
- f) **Assignment:** This Agreement may be assigned by the Company. I may not assign or delegate my duties under this Agreement without the Company's prior written approval.
- g) **ACKNOWLEDGMENT:** I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT BEFORE SIGNING IT, AM FULLY AWARE OF ITS CONTENTS AND LEGAL EFFECT, AM LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF MY OWN CHOOSING CONCERNING THE PROVISIONS OF THIS AGREEMENT.

3-01-03

Date

1 March 2003

Date

Leticia Broome

Signature

Leticia Broome

[Signature]

Signature

Dino J. Farina

President, Image Therm Engineering, Inc.