

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Husam R. Arafat		03/31/2006
RECEIVING PARTY DATA		
Name:	Bell Helicopter Textron Inc.	
Street Address:	P.O. Box 482	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76101	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	10568171	
CORRESPONDENCE DATA		
Fax Number:	(817)447-9954	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(817)447-9955	
Email:	jim@waltonpllc.com	
Correspondent Name:	James E. Walton	
Address Line 1:	1169 N. Burleson Blvd., Suite 107-328	
Address Line 4:	Burleson, TEXAS 76028	
ATTORNEY DOCKET NUMBER:	0837RF-H549-US	
NAME OF SUBMITTER:	James E. Walton	
Total Attachments: 3 source=Employee Agreement Assignment - H. Arafat#page1.tif source=Employee Agreement Assignment - H. Arafat#page2.tif source=Employee Agreement Assignment - H. Arafat#page3.tif		

OP \$40.00 10568171

## EMPLOYEE NON-DISCLOSURE, DEVELOPMENTS AND CONFLICT OF INTEREST AGREEMENT

This Agreement is by and between Bell Helicopter Textron Inc., a corporation (the "Company"), and the undersigned employee of the Company ("Employee").

**WHEREAS**, the Company is engaged in a continuous program of research, development, marketing, training, management and production respecting its business, present and future, and its competitive position in the line of business in which it is engaged depends upon its pursuit of this continuous program;

**WHEREAS**, the Company possesses and will possess Confidential Information and Company Documentation (as defined herein) vital to the Company's business that has been developed or attained by the Company through its own efforts and expense and that is necessary for the performance of Employee's job duties and that could damage the Company, or third parties with which the Company does business, if such Confidential Information or Company Documentation were made known to third parties; and

**WHEREAS**, the Employee will receive such Confidential Information and Company Documentation that is necessary for the performance of the Employee's job duties provided Employee provides the necessary assurances and commitments to protect this information as more fully set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises stated herein, including Company's employment of Employee and the compensation accordingly received by Employee, the Company and the Employee agree as follows:

1. Non-Disclosure of Confidential Information.

- (a) Employee acknowledges that in the course of his/her employment with the Company, he/she will receive Confidential Information (as defined in Section 1(b)) necessary for the performance of Employee's job duties. Employee agrees that during Employee's employment with the Company and at any time thereafter, Employee will not, for any reason, disclose or use or otherwise exploit, for his/her own benefit, or for the benefit of any other person or entity, any Confidential Information. Employee acknowledges that all Confidential Information, together with all notes and records relating thereto and all copies, electronic versions and facsimiles thereof, is the exclusive property of the Company or its suppliers or customers. Employee agrees to keep secret all matters entrusted to him or her and shall not use or attempt to use any such information in any manner which may injure or cause loss to or may be calculated to injure or cause loss to the Company whether directly or indirectly. Employee agrees to return all such Confidential Information to the Company promptly upon request by the Company and, in any event, promptly upon any termination of the Employee's employment regardless of the reason for such termination. Furthermore, Employee acknowledges that failure to return any Confidential Information, as well as any Company hardware, software or equipment may result in a deduction from any amounts due from the Company to Employee, including but not limited to Employee's regular compensation, in an amount equal to the value of the Confidential Information and of the Company hardware or equipment.
- (b) "Confidential Information" shall include, but is not limited to, any of the Company's trade secrets or confidential information concerning the organization, business or finances of the Company or trade secrets or confidential information of any third party which the Company is under an obligation to keep confidential. By way of example, without limitation, Confidential Information can include marketing plans and strategies, trade secrets, inventions, products, confidential information respecting existing and future products, processes and services, designs, methods, formulas, drafts of publications, research, know-how, techniques, systems, databases, processes, software programs or code, developments or experimental work, works of authorship, customer lists and/or customer information, business plans, marketing plans, sales techniques, projects, the Company's salary and/or pay rates, other Company personnel information, drawing, blueprints, specifications, process specifications and all other plans and proposals (whether in written or electronic format). Employee acknowledges that such information derives independent economic value from not being readily known to or ascertainable by proper means by others and that reasonable efforts have been made by the Company to maintain the secrecy of such information.
- (c) Employee acknowledges he/she will receive Company Documentation (as defined in Section 1 (d)). Employee agrees that during Employee's employment, Employee shall not make, use or permit to

or attempt to solicit or take away, either for myself or for any other person or entity, any employees of the Company

3. Developments.

- (a) If at any time or times during Employee's employment, he or she shall (either alone or with others) make, conceive, discover, reduce to practice or become possessed of any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, publication, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called "Developments") that, in the sole judgment of the Company: (i) relates to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or which may conveniently be used in relation therewith; (ii) results from tasks assigned by the Company to the Employee; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, such Developments and the benefits thereof shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. The Employee shall promptly disclose to the Company (or any persons designated by it) each such Development. The Employee hereby assigns any rights (including, but not limited to, any inventions, patentable subject matter, copyrights and trademarks) the Employee may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.
- (b) Excluded from this Agreement are developments that Employee cannot assign to the Company because of a prior agreement with None which is effective until None. (Give name and date or write "none").
- (c) I have identified on the attached List of Developments a complete, itemized list of all Developments which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company and which I desire to exclude from the scope of this agreement. If there is no such List attached to this Agreement, I represent and agree that I have made no such Developments at the time of signing of this agreement.
- (d) Employee shall, during his/her employment and at any time thereafter, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized officers may reasonably require:
- (i) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when so obtained or vested to renew and restore the same; and
  - (ii) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceeding, petition or application for revocation of any such patent, copyright, trademark or other analogous protection.
- (e) Employee agrees that he/she shall not register, file nor obtain any patents, copyrights or trademarks covering any Developments in his/her own name and further agrees that his/her obligations under paragraph 3 of the Agreement, shall continue beyond the termination of my employment with the company.

4. Authorization.

If the Company is unable, after reasonable effort, to secure Employee's signature on any application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to a Development, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his/her agent and attorney-in-fact, to act for and in his/her behalf and stead to execute and file any such application or applications or other documents and to do all other

11. Assignment.

The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, said successors or assigns.

12. Governing Law; Arbitration.

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Delaware and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of the foregoing, without giving effect to the principles of conflicts of laws of any other state and excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this agreement to the substantive law of another jurisdiction. **Employee hereby submits to the jurisdiction and venue of the state courts in Tarrant County, Texas or federal court located in Fort Worth, Texas.**

13. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and supersedes all prior discussions, agreements and understandings between the parties respecting the subject matter hereof. Any subsequent change or changes in Employee's duties, salary compensation or employment status will not affect the validity or scope of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the 31 day of March, 2006

**EMPLOYEE**

H. R. Arclet  
Employee Signature

H. R. Arclet  
Employee Name - Please Print

1238 Blewins Ln  
Address

L. Busalacchi  
Signature of Witness

ctb1621(#1)

**Bell Helicopter Textron Inc.**

By: Lisa Busalacchi

Name: Lisa Busalacchi

Title: HR Dept Rep