

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Uwe Diegel	01/01/2005
RECEIVING PARTY DATA	
Name:	Microlife Corporation
Street Address:	9F, 431, RuiGang Road, NeiHu
City:	Taipei 114
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10576359
Patent Number:	D519861
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	5830 & 5435
NAME OF SUBMITTER:	Charles W. Fallow

Total Attachments: 6  
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**CONFIDENTIAL NON-DISCLOSURE, NON-SOLICITATION AND  
NON-COMPETE AGREEMENT**

In consideration of and as a condition of my employment or continued employment with Microlife (hereinafter "the Company"), any of its subsidiaries, or any of their respective successors or assigns, and for other good and valuable consideration, receipt of which is hereby acknowledged, I agree to the following:

1. AT-WILL EMPLOYMENT. Except as otherwise set forth in any separate written Employment Agreement between me and any Company entity, I understand and acknowledge that my employment with the Company is on an "at-will" basis and may be terminated at any time, for any reason, with or without cause, at the option of either the Company or myself. I acknowledge that this Confidential Non-Disclosure Agreement (hereinafter "the Agreement") does not constitute a contract of employment and does not imply that the Company will continue my employment for any period of time.

2. CONFIDENTIAL INFORMATION.

(a.) Company Information. I agree at all times during the terms of my employment and thereafter, to hold in strictest confidence, and not to use or attempt to use, except for the benefit of the Company, and not to disclose to any person or entity without written authorization of the Chief Executive Officer (CEO) or Board of Directors of the Company, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, including, but not limited to, research, business plans, product specifications, product improvements, services, projects, proposals, customer lists, customers, prospective customers, suppliers, personnel data, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing information, distribution and sales methods, sales and profit figures, financials, techniques, strategies, discoveries and any other business information disclosed to me by the Company, whether directly or indirectly, either orally, in writing or by drawings or inspection of documents or other tangible property. It is understood that Confidential Information does not include knowledge, skills or information which is common to the business of the Company or which is generally known outside the Company. I understand that all confidential information, which I am exposed to during my employment, whether created by me or others, constitutes the exclusive property of the Company and shall not be copied or removed from Company premises except in the pursuit of the business of the Company.

(b.) Former Employer Information. I agree that, during my employment with the Company, I am not bound by any non-disclosure agreement with any former or

concurrent employer, nor am I under any duty to keep confidential any proprietary information or trade secrets of any former or concurrent employer.

(c.) Third Party Information. I recognize that the Company has received and in the future will receive confidential and/or proprietary information from third parties and that the Company has a duty to maintain confidentiality of such information, using it only for certain limited purposes. I agree to hold all such confidential and/or proprietary information in the strictest of confidence and not to disclose it to any person or entity or to use it except as necessary in carrying out my work for the Company, consistent with the Company's agreement with such third party.

### 3. INVENTIONS AND INTELLECTUAL PROPERTY.

(a.) Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions") which belong to me, which relate to the Company's proposed business, products or research development, and which are not assigned to the Company hereunder. If no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(b.) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company (or any persons designated by it), will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, without further compensation, all my right, title and interest in and to any and all Inventions (as such term is defined in the following sentence), and any and all rights and benefits resulting therefrom, that (i) relate to the business of the Company or any of the products or services being developed, manufactured or sold by the Company; (ii) result from tasks assigned me by the Company; or (iii) result from the use of premises or property (whether tangible or intangible) owned, leased or contracted for by the Company, except for such Inventions which I create with Company computers on my own time and without accessing the Company's computer networks or any of the information stored therein. I further agree that original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and on behalf of the Company are the sole property of the Company and constitute "works made for hire" as that term is defined in the United States Copyright Act; provided however that this provision shall in no way apply to original works of authorship which are not made within the scope of my employment or on behalf of the Company ("Personal Works of Authorship"); and provided, further, that the Company shall retain the right to review, edit and finally approve any such Personal Works of Authorship referring to or otherwise discussing the Company or its business, products, services, employees or customers.

The term "Inventions" shall include, without limitation, all inventions, discoveries, designs, processes, developments, concepts, formulas, business methods, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company, including the copyright thereon. All such Inventions and the benefits thereof shall immediately become the sole and absolute property of the Company and its assigns, and I shall communicate, without cost or delay, and without publishing the same, all available information relating to the Inventions (with all necessary plans and models) to the Company.

(d.) Maintenance of Records. I agree to keep and maintain current records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e.) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks or other intellectual property rights relating thereto in any and all countries, including (i) the disclosure to the Company of all pertinent information and data with respect thereto, (ii) the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company the sole and exclusive right, title and interest in and to such Inventions, and to any copyrights, patents, trademarks or other intellectual property rights relating thereto, and (iii) the defense of any opposition proceedings in respect of such applications for revocation of such copyrights, patents, trademarks or other intellectual property rights. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright, trademark or other registrations covering Inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, or copyright, trademark or other registrations thereon with the same legal force and effect as if executed by me.

4. RETURN OF COMPANY PROPERTY AND DOCUMENTS. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any Company property, including but not limited to: mobile telephones, pagers, computers, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, software programs, materials, equipment, other documents or property, or

reproductions of any aforementioned items, whether developed by me pursuant to my employment with the Company or otherwise belonging to the Company.

5. NON-SOLICITATION OF CUSTOMERS AND EMPLOYEES: NON-COMPETITION.

(a.) I agree that I shall not, during my employment with the Company and for a period of one (1) year immediately following the termination of my employment with the Company for any reason (whether voluntarily or involuntarily), either directly or indirectly, on my own behalf or in association with or on behalf of others:

(i.) as an individual proprietor, partner, stockholder, officer, employee, director, agent, principal, joint venture, investor, lender, consultant, independent contractor or in any other capacity whatsoever (other than as the holder of not more than one percent (1%) of the combined voting power of the outstanding stock of a publicly held corporation or company), be employed, work, consult, advise or engage in the business of developing, designing, producing, marketing, selling or rendering (or assist any other person in developing, designing, producing, marketing, selling or rendering) products or services relating to the manufacture of blood pressure monitors, thermometers and asthma management devices without the Company's express written permission;

(ii.) solicit, divert, or take away, or attempt to divert or to take away, the business or patronage of any of the Company's clients, customers, distributors, resellers, or accounts, or prospective clients, customers, distributors, resellers, or accounts, whether or not they were contacted, solicited or served, directly or indirectly, by me during my employment with the Company; or

(iii.) solicit or recruit, attempt to solicit or recruit, or permit any organization directly or indirectly controlled by me to solicit or recruit any person who is currently employed by the Company or was employed by the Company at any time during my employment with the Company (unless such person's employment has been terminated for a period of ninety (90) days or longer), whether or not such person is or was a full-time employee, whether or not such employment is or was pursuant to a written agreement or at-will, or whether such person is or was engaged as an employee or independent contractor, to leave the employ of the Company, work for a third party other than the Company or engage in any activity that would cause any such person to violate any agreement with the Company.

(b.) The geographic scope of this Section shall extend to anywhere the Company or any of its subsidiaries is doing business, has done business or intends to do business.

6. REPRESENTATIONS AND WARRANTIES OF EMPLOYEE. I represent and warrant to the Company that my employment with the Company and the signing and delivery of this Agreement, and the fulfillment of the terms of this

Agreement (i) will not constitute a breach of any agreement or other instrument to which I am a party or by which I am legally bound, and (ii) does not require the consent of any other person or entity. I further represent and warrant that, except as I have disclosed to the Company in writing, I am not bound by the terms of any employment contract, restrictive covenant or other agreement preventing me from accepting employment or carrying out my responsibilities for the Company as contemplated.

7. EQUITABLE REMEDIES. I agree that the restrictions in this Agreement are necessary for the protection of the business and goodwill of the Company. I further agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 2, 3, 4, 5 and 6 of this Agreement. Accordingly, I agree that if I breach any of such covenants, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I consent to the issuance of such injunction and to the ordering of specific performance.

8. GENERAL PROVISIONS.

(a) Limitation on Obligations of Company. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my employment or to exploit any Inventions.

(b) Waiver. The Company reserves the right, in its sole discretion, to waive any term or provision of this agreement in such circumstances as the Company deems appropriate. Any waiver by the Company of any provision or a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision.

(c) Severability. I acknowledge that each provision herein shall be treated as a separate and independent clause, and the unenforceability or invalidity of any one clause shall in no way impair the enforceability of any the other clauses in this Agreement.

(d) Interpretation. I acknowledge that the type and periods of restriction imposed in the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company and the goodwill associated with the business of the Company. If one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, time, activity or subject so as to be unenforceable at law, I shall agree that it or they being interpreted by the appropriate judicial body so as to limit and/or reduce it or them so that such provision(s) are enforceable to the maximum extent allowed under applicable law.

(e.) Definition of the Company. The term "Company" in this Agreement shall include Microlife Corporation and any of its subsidiaries, divisions, subdivisions or affiliates.

(f.) Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with Swiss Law, without giving effect to any conflict of laws provisions. The parties hereby consent to ordinary personal jurisdiction over them of any court sitting in the region having jurisdiction over the subject matter of any lawsuit arising out of, or pertaining to this Agreement, at the site of the Company.

(g.) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein, supersedes all prior agreements between the parties, whether written or oral and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(h.) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and will be fore the benefit of the Company, its successors, and its assigns. 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 and assigns.

(i.) Headings. The headings of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL ITS PROVISIONS.

Employee's Printed Full Name: V. DIEGEL

Employee Signature: [Handwritten Signature]

Date of Execution: 01/01/05