

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RODNEY BACON	06/30/2003
RECEIVING PARTY DATA	
Name:	BAY VALLEY FOODS, LLC
Street Address:	857-897 SCHOOL PLACE
City:	GREEN BAY
State/Country:	WISCONSIN
Postal Code:	54307
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11399057
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2122946837
Email:	mhavranek@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - ALLAN A. FANUCCI
Address Line 1:	1700 K STREET N.W.
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 200063817
ATTORNEY DOCKET NUMBER:	7230-4000RB
NAME OF SUBMITTER:	ALLAN A. FANUCCI
Total Attachments: 5 source=Rod Bacon Employment Agreement#page1.tif source=Rod Bacon Employment Agreement#page2.tif source=Rod Bacon Employment Agreement#page3.tif source=Rod Bacon Employment Agreement#page4.tif source=Rod Bacon Employment Agreement#page5.tif	

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### EMPLOYMENT, CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with Bay Valley Foods, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company, participation in a Company bonus plan, future access to the Company's Personal Property and Confidential, Proprietary, and Trade Secret Information, and other good and valuable consideration, as defined below, and compensation paid to me now or later, I \_\_\_\_\_, agree to the following:

1. At-Will Employment. I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. Any representation, statement or implication to the contrary is unauthorized and not valid unless obtained in writing and signed by an officer of the Company. I acknowledge that this employment relationship may be terminated at any time, with or without good cause, for any cause or for no cause, at the option either of the Company or myself, with or without notice.

2. Nondisclosure of The Company's Confidential, Proprietary and Trade Secret Information.

(a) I acknowledge that during the performance of my duties with the Company, I will receive and have access to the Company's Personal Property and Confidential, Proprietary and Trade Secret Information. Because of the nature of the Company's business, the protection of such Personal Property, and Proprietary, Confidential and Trade Secret Information is of vital concern to the Company. This Information represents one of the most important assets of the Company and enhances the Company's opportunity for maintaining business and future growth.

(b) I understand that "**Personal Property**" refers to all tangible property including but not limited to paper, storage devices, computers, communication devices, machines, tools, equipment, models, etc., used by the Company in its business. I understand that "**Proprietary Information**" means all information disclosed to me or known to me, either directly or indirectly in writing, orally, or by drawings or observation of Company created, produced or owned by the Company during the course of my employment with the Company. I also understand that "**Confidential Information**" means all information disclosed to me or known to me, either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, as a consequence of or through my employment with the Company, that is not generally known to the public or in the relevant trade or industry about the Company's business, products, processes, and services, including, but not limited to, product designs, product specifications, manufacturing techniques, customer lists, customer files and information, personnel files, technical data, research and research plans, product plans, process descriptions, production methods, formulas or recipes, services, software, inventions, technology, designs, drawings, engineering, hardware configuration information, marketing, customer marketing strategies, customer contract information, customer preferences, financial information, pricing information, cost and cost strategy information, business methods or practices, training or training processes, trade secret information or other business information. I further understand that "**Trade Secret Information**" is information of special value, not generally known to the public, that the Company has taken steps to maintain as secret from persons other than those selected by the Company.

(c) I agree to hold the Company's Confidential, Proprietary and Trade Secret Information in strictest confidence at all times during my employment and thereafter. I agree not to use any of the Company's Personal Property or Confidential, Proprietary and Trade Secret Information for any purpose, except for the benefit of the Company, and I agree not to disclose, share, provide or allow use of the Company's Personal Property or Confidential, Proprietary and Trade Secret Information to or with any person, firm or corporation without written authorization from an officer of the Company. I agree to abide by the Company's policies and regulations for the protection of the Company's Personal Property, and Confidential, Proprietary and Trade Secret Information. I understand and agree that the unauthorized disclosure, removal or misuse of such Personal Property or Confidential, Proprietary or Trade Secret Information will irreparably damage the Company and/or third parties dealing with the Company.

3. Access to Confidential, Proprietary, and Trade Secret Information. I understand that if I refuse to sign this Agreement, the Company will restrict my access to the Company's Personal Property and Confidential, Proprietary and Trade Secret Information through such means as changing software passwords or preventing access to confidential designs or specifications. I also understand that if I refuse to sign this Agreement, the Company may terminate my employment.

4. Past Non Disclosure. I hereby represent that I have not used the Company's Personal Property or Confidential, Proprietary or Trade Secret Information for any purpose, except for the benefit of the Company. I further represent that I have not provided the Company's Personal Property or Confidential, Proprietary, or Trade Secret Information to any person, firm or corporation for any purpose, except for the benefit of the Company.

5. Duty of Loyalty. I agree that during my employment with the Company, I will not participate in, assist, or take any action designed to benefit a person or entity engaging in any business that competes or plans to compete with the Company.

6. Termination of Employment. I agree that if my employment with the Company is terminated for any reason at all, I will return to the Company all of the Company's Personal Property, and Confidential, Proprietary, or Trade Secret Information. Termination of my employment, whether voluntary or involuntary, whether with or without cause, shall not impair or relieve me of my obligations set forth in this Agreement.

7. Non Disclosure of Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity, and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person, or entity.

8. Non Disclosure of Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation 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.

9. Inventions.

(a) Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works or 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, and which are not assigned to the Company hereunder; or, 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, proceeds 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) Disclosure and Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company of any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, techniques, methods, formulas, processes, trademarks or trade secrets, whether or not patentable or registerable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice during the period of time I am in the employ of the Company (collectively referred to as "Inventions"). I further agree that any and all such Inventions are the sole and exclusive property of the Company; and that I will hold in trust for the sole right and benefit of the Company, will assign and hereby assign to the Company, or its designee, all my rights, titles, and interests in and to any and all Inventions except as provided below.

(c) Obligation to Perform Required Acts. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company as set forth in Section 5(b) above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings.

(d) Works for Hire. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copy right are "works made for hire," as that term is defined in the United States Copyright Act and the Company may file applications to register copyright as author thereof. I assign to the Company all rights, including all copyright rights throughout the world, including all renewals and extensions thereof, in and to all Works created by me, both past and future, during my employment by the Company. I will take whatever steps and do whatever acts the Company requests, including, but not limited to, placement of the Company's proper copyright notice on such Works to secure or aid in securing copyright protection and will assist the Company or its nominees in filing applications to register claims of copyright in such Works. I will not reproduce, distribute, display publicly, or perform publicly, alone or in combination with any data processing or networks system, any Works of the Company without the written permission of the Company.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written 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.

(f) Patent and Copyright Registrations. I further agree to execute all applications, assignments, contracts and other instruments, as the Company deems necessary to effectuate the intent of section 3 of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature on any such document, 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 document and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(g) Nonassertion. Except for matters listed in Schedule A to this Agreement, I will not assert any rights as to any inventions, discoveries, concepts, or ideas or improvements thereof, or know-how related thereto, as having been made or acquired by me prior to my being employed by the Company, or since the date of my employment and not otherwise covered by the terms of this Agreement.

10. Dedication of Services and Prohibition Against Conflicting Employment. I agree that, during the term of my employment with the Company, I will devote my best efforts to the interest of the Company. I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company, that are detrimental to the best interests of the Company. I will refer to the Company all corporate opportunities learned during my employment with the Company

11. Returning Company Property. 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, recreate, copy or deliver to anyone else) any and

all "Company Property", which includes, but not limited to, all documents, memoranda, data bases, digitally stored information and equipment devices, records, data, notes, reports, proposals, lists, correspondence, plans, specifications, drawings, blueprints, sketches, models, designs, materials, equipment, other documents or property, or reproductions/copies of any aforementioned items received by or developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment. I further agree that all Company Property, as described above, shall be the exclusive property of the Company and must not be removed from Company premises, except as required in the course of my employment.

12. Notification to New Employer. In the event that I leave the employ of the Company, I hereby agree to notify my new employer about my rights and obligations under this Agreement. I further grant consent to the Company to notify my new employer about my rights and obligations under this Agreement, including, but not limited to, consent to send to the new employer a copy of this Agreement.

13. No Solicitation of Employees. I acknowledge that the Company has invested substantial time, effort and expense in training and assembling its present staff. In order to protect that investment by the Company, I agree that during the period of my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, that I will not hire any employees of the Company, and that I will not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.

14. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

15. Remedies and Relief.

(a) Equitable Remedies. I agree that it would be impossible or inadequate to measure and calculate the Company's damages and that the Company will be immediately and irreparably harmed from any breach of the covenants set forth herein. Accordingly, I agree that if I breach any these covenants, the Company will have available, in addition to any other right or remedy available (including monetary damages if appropriate), 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 (including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions). I acknowledge that such an injunction could prohibit my employment with a competitor of the Company for a reasonable period of time because of the inevitable disclosure of the Company's Proprietary, Confidential, and Trade Secret Information. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

(b) Attorneys' Fees. I agree and understand that in the event either me or the company litigate, arbitrate or mediate an alleged breach of any provision of this Agreement, that the prevailing party will be entitled to all of its out of pockets expenses, costs and reasonably attorneys' fees expended therein.

16. General Provisions.

(a) Governing Law; Consent to Personal Jurisdiction. This Agreement is made and shall be construed according to the laws of the State of Wisconsin, without reference to conflict of laws principles.

(b) Entire Agreement; Enforcement of Right. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussion 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 me and an officer of the Company to be charged. The failure by either party to enforce any rights hereunder will not be construed as a waiver of any rights of such

(c) Severability. If one or more of the provisions in this Agreement are deemed illegal, invalid, unenforceable or void by law, the remaining provisions will not be affected or impaired due to that determination and will continue in full force and effect.

(d) Waiver. I understand that a waiver by the Company of my breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach by me.


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

17. Integrated Agreement. This Agreement represents my entire understanding with respect to the subject matter contained in this Agreement and supersedes all previous understandings, written or oral between me and the Company concerning the subject matters of this Agreement. This Agreement may be amended or modified only with the written consent of both me and a Company officer. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

Employee Acknowledgment

I hereby acknowledge that I have read and understand the provisions of this Agreement, that I have been given an opportunity for my legal counsel to review this Agreement, that the provisions of this Agreement are reasonable, that I will fully and faithfully comply with this Agreement, and that I have received a copy of this Agreement.

Date: 6-30-03

  
Signature  
Rodney Bacon  
Name of Employee (typed or printed)

Date: June 11, 2003

Dean Specialty Foods Group  
The Company

By Katey Smith  
Title: Director, HR