

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard A. WISE	10/18/1991
RECEIVING PARTY DATA	
Name:	BRUDER HEALTHCARE COMPANY
Street Address:	3150 Engineering Parkway
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5432322
CORRESPONDENCE DATA	
Fax Number:	(770)984-0098
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(770) 984-2300
Email:	rhall@gardnergroff.com
Correspondent Name:	Bradley K. Groff
Address Line 1:	2018 Powers Ferry Road
Address Line 2:	Parkwood Point, Suite 800
Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	2B08.1-010
NAME OF SUBMITTER:	Bradley K. Groff
Total Attachments: 5 source=G002_RichardAWiseEmploymentAgreement#page1.tif source=G002_RichardAWiseEmploymentAgreement#page2.tif source=G002_RichardAWiseEmploymentAgreement#page3.tif	

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EMPLOYEE NONDISCLOSURE AGREEMENT

This AGREEMENT, made and entered into by and between HOME HEALTH PRODUCTS, INC. ("HHPI") and RICHARD A. WISE ("Employee"), an individual residing at the address set forth below Employee's signature on this Agreement;

WHEREAS, in the course of Employee's employment by HHPI, Employee will have access to HHPI's most sensitive and most valuable Trade Secrets, proprietary information and other Confidential Information, the use, application or disclosure of any of which will cause substantial and irreparable damage to the business and asset value of HHPI; accordingly, Employee accepts and agrees to be bound by the following provisions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following definitions shall apply:

(a) "Trade Secrets" shall refer to the Trade Secrets of HHPI as that term is defined in Official Code of Georgia Annotated § 10-1-761, as follows:

Information including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which:

(i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Trade Secrets also include any information described in this paragraph (a) which HHPI obtains from another party which HHPI treats as proprietary or designates as Trade Secrets, whether or not owned or developed by HHPI. Trade Secrets shall include, but are not limited to, product plans, product formulas, and product designs.

EXHIBIT A

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(b) "Confidential Information" shall mean any data or information, other than Trade Secrets, that is of value to HHPI and is not generally known to competitors of HHPI and that is treated by HHPI as confidential (whether or not such material or information is marked "confidential"). To the extent consistent with the foregoing, Confidential Information includes, but is not limited to lists of any information about HHPI's executives and employees, marketing techniques, price lists, pricing policies, business methods and contracts and contractual relations with HHPI's customers and suppliers. Confidential Information also includes any information described in this paragraph (b) which HHPI obtains from another party which HHPI treats as proprietary or designates as confidential information, whether or not owned or developed by HHPI.

(c) The terms "Trade Secrets" and "Confidential Information" shall not include any materials or information of the types specified above to the extent that such materials or information: (i) are or become publicly known or generally utilized by others engaged in the same business or activities in which HHPI utilized, developed or otherwise acquired such information, other than through improper disclosure by Employee; or (ii) are known to Employee prior to his or her employment having been lawfully received from parties other than HHPI; or (iii) are furnished to others by HHPI with no restriction on disclosure. Failure to mark any of the Trade Secrets or Confidential Information as Confidential shall not affect its status as Trade Secrets or Confidential Information under this Agreement.

2. Employee recognizes and acknowledges that HHPI is engaged in activities which involve, and continue to involve, the use of skilled experts and the expenditure of substantial amounts of time and money. As a result of such investments of skill, time and money, HHPI has developed certain Confidential Information and Trade Secrets which give HHPI significant advantages over its competitors. Due to the nature of Employee's employment by HHPI, Employee may have frequent direct and indirect contact with various customers of HHPI and may be presented with, have access to, and/or participate in the development of both Confidential Information and Trade Secrets. These Trade Secrets and Confidential Information constitute valuable, special and unique assets of HHPI and any disclosure thereof contrary to the terms of this Agreement would cause substantial loss of competitive advantage and other serious injury to HHPI.

3. For the reasons recited above, Employee covenants and agrees that:

(a) During the term of Employee's employment by HHPI and

after the termination of such employment, whether such termination is at the instance of Employee or HHPI, Employee shall not, except as expressly authorized or directed by an officer of HHPI, use, copy or disclose or permit any unauthorized person access to, any Trade Secrets belonging to HHPI or any third party; or

(b) During the term of employment by HHPI and for a period of two (2) years after termination of such employment, whether such termination is at the instance of Employee or HHPI, Employee shall not use, copy or disclose or permit any unauthorized person access to, any Confidential Information belonging to HHPI or any third party.

(c) Upon request of HHPI and in any event upon the termination of employment with HHPI, Employee will deliver to HHPI all memoranda, notes, records, tapes, documentation, disks, manuals, files or other documents, and all copies thereof, concerning or containing Confidential Information or Trade Secrets that are in Employee's possession, whether made or compiled by Employee or furnished to Employee by HHPI.

(d) Without the express permission of a duly authorized officer of HHPI, Employee shall not copy, in whole or in part, any Trade Secrets or Confidential Information.

(e) All inventions, discoveries or work product, whether or not patentable, made or found by Employee during the term of his or her employment with HHPI shall be the sole property of HHPI, and Employee will promptly disclose to HHPI any such invention, discoveries or work product and will promptly execute and deliver such confirmatory assignments, instruments or documents as HHPI deems necessary or desirable without requiring HHPI to provide any further consideration or payment therefor.

4. Employee recognizes and agrees that:

(a) The covenants and agreements contained herein shall inure to the benefit of, and may be enforced by, the successors and assigns of HHPI and shall survive any termination of Employee's employment with HHPI, whether such termination is at the instance of HHPI or Employee and regardless of the reasons therefor.

(b) The employment of Employee may be terminated by either HHPI or Employee at will and nothing contained in this Agreement shall be interpreted or construed to the contrary.

(c) Employee acknowledges and agrees that the injury HHPI will suffer in the event of Employee's breach of any covenant or agreement contained herein cannot be compensated by monetary damages alone, and Employee therefor agrees that HHPI, in addition to and without limiting any other remedies or rights which HHPI may

have either under this Agreement or under Georgia law (including without limitation under the Georgia Trade Secrets Act of 1990 as amended from time to time), shall have the right to obtain an injunction against Employee, from any court of competent jurisdiction, enjoining any such breach.

(d) The covenants contained herein shall be construed as agreements independent of each other and of any other provision of any contract between the parties hereto, and the existence of any claim or cause of action by Employee against HHPI, whether predicated upon this or any other contract, shall not constitute a defense to the enforcement by HHPI or such covenants.

5. If any provision or any part of any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had been deleted herefrom.

6. This Agreement shall be binding upon the parties to this Agreement and their respective heirs, administrators, executors, successors and assigns. This Agreement may be amended only by a writing signed by the parties to this Agreement.

7. This Agreement and the rights and liabilities of the parties to this Agreement will be determined in accordance with the laws of the State of Georgia.

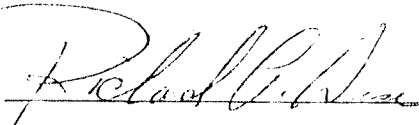
8. The intent of this Agreement is to provide HHPI will all remedies affordable to it under applicable law, including but not limited to, those remedies under O.C.G.A. §§ 10-1-760 et seq., as amended.

9. This Agreement shall be deemed effective at the earlier to occur of the commencement of the employment relationship between HHPI and Employee or Employee's initial possession, knowledge or acquisition of Trade Secrets or Confidential Information. The protection afforded herein is in addition to and does not replace any prior Confidentiality or nondisclosure obligation of Employee to HHPI.

10. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

IN WITNESS WHEREOF, the parties have executed this Agreement
on the dates set forth below.

EMPLOYEE:

 (Seal)

Employee's Name:

RICHARD A. NISE

Employee's Address:

1701 SMITHWOOD DR

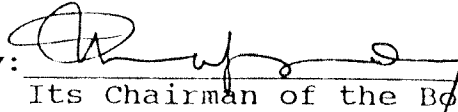
MARIETTA, GA 30062

Date of Execution:

10/18, 1991

HHPI:

HOME HEALTH PRODUCTS, INC.

By: 
Its Chairman of the Board

Suite 630
1395 South Marietta Parkway
Marietta, Georgia 30067

Date of Execution:

10/24, 1991