

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Nondisclosure, Noncompetition and Developments Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Timothy Holmes	11/01/2001
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Color Kinetics Incorporated
<b>Street Address:</b>	10 Milk Street, Suite 1100
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11742697
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)646-8646
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	617-646-8000
<b>Email:</b>	jchub@wolfgreenfield.com
<b>Correspondent Name:</b>	Wolf Greenfield & Sacks, P.C.
<b>Address Line 1:</b>	600 Atlantic Avenue
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210
<b>ATTORNEY DOCKET NUMBER:</b>	C1104.70015US02
<b>NAME OF SUBMITTER:</b>	Joseph Teja, Jr.
<b>Total Attachments: 5</b> source=C1104_70015US02_Assign3#page1.tif source=C1104_70015US02_Assign3#page2.tif source=C1104_70015US02_Assign3#page3.tif source=C1104_70015US02_Assign3#page4.tif source=C1104_70015US02_Assign3#page5.tif	

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**PATENT**

# COLOR KINETICS INCORPORATED

## NONDISCLOSURE, NONCOMPETITION AND DEVELOPMENTS AGREEMENT

In consideration of my employment or continued employment by Color Kinetics Incorporated, a Delaware corporation (the "Company"), and of the salary or wages paid to me during my employment, I warrant and agree as follows:

1. I acknowledge that, as an employee of the Company, I will have access to proprietary confidential information belonging to the Company and that improper taking, disclosure or use of such confidential information would cause the Company substantial loss, damage and irreparable harm. I shall at all times hold confidential all trade secrets, proprietary information, inventions and developments, including customer lists, business plans and all other data or information, (and any tangible evidence, record or representation thereof), whether prepared, conceived or developed by an employee of the Company (including myself) or received by the Company from an outside source, that is in the possession of the Company and that is maintained in confidence by the Company or might permit the Company or its clients or customers (collectively, "Clients") to obtain a competitive advantage over competitors who do not have access to such information (collectively, referred to herein as the "Confidential Information").

During my employment by the Company, I shall use and disclose Confidential Information only to the extent necessary to perform my duties as an employee of the Company and for the sole benefit of the Company, and, in any event, shall not disclose any Confidential Information to any person or entity outside the Company except as authorized pursuant to a written confidentiality agreement supplied by the Company or with the prior written direction or written permission of a duly authorized officer of the Company. After the termination of my employment by the Company, I shall not disclose to any person or entity, or make use of, any Confidential Information without the prior written permission of a duly authorized officer of the Company.

I understand that the Company has from time to time in its possession information that is claimed by others to be proprietary and that the Company has agreed to keep confidential. I agree that all such information shall be Confidential Information for purposes of this Agreement.

2. I agree that all originals and all copies of all drawings, prints, diagrams, notes, memoranda, and other materials and writings containing, representing, evidencing, recording, or constituting any Confidential Information (as defined in Section 1 above) and Developments (as hereinafter defined), however and whenever produced (whether by myself or others), and whether or not patentable or subject to copyright protection, shall be the sole property of the Company. In this vein, I also agree I shall not make, use or permit to be used any Company Property otherwise than for the benefit of the Company. The term "Company Property" shall include all Confidential Information, as well as all notes, memoranda, reports, lists, records, drawings, sketches, designs, specifications, software programs, software code, data, computers, cellular telephones, pagers, credit and/or calling cards, keys, access cards, documentation or other materials of any nature and in any form, whether written, printed, electronic or in digital format or

otherwise, relating to any matter within the scope of the Company's business or concerning any of its dealings or affairs and any other Company property in my possession, custody or control. I further agree that I shall not, after the termination of my employment, use or permit others to use any such Company Property. I acknowledge and agree that all Company Property shall be and remain the Company's sole and exclusive property. Immediately upon the termination of my employment, I shall deliver all Company Property in my possession, and all copies thereof, to the Company.

I agree that all Confidential Information and all other discoveries, inventions, ideas, concepts, processes, products, modifications, designs, developments, processes, programs, documentation, formulae, data, techniques, know-how, trade secrets, work of authorship, methods and improvements, or parts thereof, conceived, developed, or otherwise made by me, alone or jointly with others and in any way relating to the Company's business or any customer of or supplier to the Company, or any of the Company's present or proposed products, programs or services being developed, manufactured or sold by the Company, or to tasks assigned to me during the course of my employment, whether or not subject to copyright, trademark or patent protection and whether or not reduced to tangible form or reduced to practice, during the period of my employment with the Company, whether or not made during my regular working hours or on the Company's premises or using Company property (collectively referred to herein as "Developments") shall be the sole property of the Company as works made for hire or otherwise.

I agree that all such Developments shall constitute works made for hire under the copyright laws of the United States and hereby assign and, to the extent any such assignment cannot be made at present, I hereby agree to assign (without compensation) to the Company all of my right, title and interest in such Developments and in all copyrights, patents, reproduction and other proprietary rights I may have in any such Development, including all benefits and/or rights resulting therefrom, together with the right to file for or own wholly without restriction United States and foreign patents, trademarks and copyrights with respect thereto.

3. I am subject to no contractual restriction or obligation that will in any way limit my activities on behalf of the Company or prevent me from performing all of the terms of this Agreement except as disclosed pursuant to the next sentence. I hereby represent and warrant to the Company that I have no continuing contractual obligations to any previous employer or any other party (a) with respect to any Development, (b) that require me not to use or disclose information to the Company (other than the confidential information of a prior employer), or (c) that require me to refrain from competing directly or indirectly with the business of such previous employer or other party except the following:

(If none, please write "None".)

NONE

I further represent and warrant that I do not claim rights in, or otherwise exclude from this Agreement, any Development except the following:

(If none, please write "None".)

NONE

I represent, warrant and covenant that, in the course of my employment with the Company, I will not (a) breach any continuing contractual obligation that I have to any previous employer or any other party, including without limitation any of the agreements that I have listed above, or (b) use or disclose any trade secret or other proprietary right of any previous employer or any other party.

4. I shall make and maintain adequate and current written records of all Confidential Information and Developments that by virtue of Section 2 are the sole property of the Company and shall disclose same promptly, fully and in writing to the Company's President or other duly authorized officer.

5. During and after the term of my employment by the Company, I shall execute, acknowledge, seal and deliver all documents, including, without limitation, all instruments of assignment, patent and copyright applications and supporting documentation, and perform all acts, that the Company may request to secure its rights hereunder and to carry out the intent of this Agreement. In furtherance of my undertaking in the immediately preceding sentence, I specifically agree to assist the Company, at the Company's expense, in every proper way to obtain for its sole benefit, in any and all countries, patents, copyrights or other legal protection for all Developments that by virtue of Section 2 hereof are the sole property of the Company and for publications pertaining to any of them. All of my expenses incurred in connection with my obligations under this Section, including but not limited to travel costs, shall be reimbursed by the Company. However, I shall receive no compensation for my time spent except that if I am required to spend more than eight hours in fulfilling my obligations hereunder after the termination of my employment with the Company, the Company shall compensate me for such excess hours at a rate that is fair and reasonable in light of the nature of the services rendered. I further agree that if the Company is unable, after using its best reasonable efforts, to secure my signature on any such documents, any executive officer of the Company shall be entitled to execute any such documents as my agent and attorney-in-fact, and I hereby irrevocably designate and appoint each executive officer of the Company as my agent and attorney-in-fact to execute any such documents on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights or interests in any Development under the conditions described in this sentence.

6. (a) As long as I am employed by the Company and for a period of one year after the termination of such employment for any reason, I shall not, on my own behalf or as owner, manager, stockholder, consultant, director, officer, partner or employee of any business entity or in any other capacity whatsoever (other than as the holder of not more than 1% of the combined voting power of the outstanding stock of a publicly-held company), participate, ~~directly or indirectly, in any capacity,~~ in any business or activity which is in competition with the Company, which intends to compete with the Company or which otherwise provides any products or services similar to any products or services designed, created, developed, manufactured, sold, provided or proposed to be offered by the Company, with the exception of any company participating in the pool, spa, or bath industries not deriving its primary source of revenue from the sale of LED or like technology lighting, or any original manufacturer of an LED technology

used in the pool and spa industry. ( Signed X J. H. L. )

(b) As long as I am employed by the Company and for a period of one year after the termination of such employment for any reason, I shall not solicit, induce, attempt to hire, or hire any employee of the Company (or anyone who was an employee of the Company during the period from the date six months prior to my termination of employment with the Company through the last day of the six months after such termination of my employment), or assist in such hiring by any other person or business entity or encourage any such employee to terminate his or her employment with the Company.

(c) As long as I am employed by the Company and for a period of one year after the termination of such employment for any reason I shall not (i) divert or attempt to divert from the Company the business or patronage of any of the Clients, prospective Clients or accounts of the Company during my term of employment. In the event that I breach any of the terms of this Section 6(c) the prohibitions set forth in this Section 6(c) shall remain in effect for one year from the date of discovery of such breach.

7. In the event that any provision of this Agreement shall be determined to be unenforceable by any court of competent jurisdiction by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable. If any provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. Except as otherwise provided in this Section, any invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

8. This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between us concerning such subject matter. No modification, amendment, waiver or termination of this Agreement or of any provision hereof shall be binding unless made in writing and signed by an authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions. In the event of any inconsistency between this Agreement and any other contract between the Company and me, the provisions of this Agreement shall prevail.

9. I acknowledge that money damages alone will not adequately compensate the Company for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, at law, in equity or otherwise, the Company shall be

entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof.

10. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company, the reasons for the termination of my employment by the Company, or the amount of my salary or wages. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reasons for such termination and shall not in any way be modified, altered or otherwise affected by such termination.

11. This Agreement shall inure to the benefit of the Company and its legal representatives, successors and assigns, and shall be binding upon me and my heirs, legal representatives, successors and assigns.

12. This Agreement shall be governed by, construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws, and shall be deemed to be effective as of the first day of my employment by the Company. Any claims or legal actions by one party against the other shall be commenced and maintained in any state or federal court located in such Commonwealth, and I hereby submit to the jurisdiction and venue of any such court.

13. This Agreement does not constitute a contract of employment and does not imply that my employment will continue for any length of time. I am an employee at-will, which means that the Company or I can terminate my employment at any time, for any or no reason, with or without prior notice.

I ACKNOWLEDGE THAT, BEFORE PLACING MY SIGNATURE HEREUNDER, I HAVE READ ALL OF THE PROVISIONS OF THIS NONDISCLOSURE, NONCOMPETITION AND DEVELOPMENTS AGREEMENT, AND HAVE THIS DAY RECEIVED A COPY HEREOF.

IN WITNESS WHEREOF, I have executed this Agreement as a sealed instrument, on this 1 day of NOVEMBER, 2001.

WITNESS:

Richard Holmes 2.

Employee's Signature:

[Signature] [Seal]

Tim Holmes  
Printed Name of Employee

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