## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employee Confidentiality and Non-Disclosure Agreement

#### **CONVEYING PARTY DATA**

Name	Execution Date
David A. Helms	07/22/1997

#### **RECEIVING PARTY DATA**

Name:	Air Security International	
Street Address:	2925 Briarpark, 7th Floor	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77042	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11473363
Patent Number:	6353794
Patent Number:	6754581

#### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: N. Alexander Nolte

Total Attachments: 3

PATENT 500304472 **REEL: 019477 FRAME: 0969** 

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> PATENT REEL: 019477 FRAME: 0970

# EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned is an employee ("Employee") of Air Security International (Texas) Company, a Texas corporation (the "Employer"). This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time the Employee was initially employed or engaged by Employer. In consideration of the Employee's original and continuing employment with Employer in a capacity in which he or she may receive or produce confidential information, and in considering of access to Employer's extensive, unique and confidential training program, the Employee acknowledges Employer's proprietary rights in confidential information and the need to safeguard the confidential information from disclosure to competitors and others not employed by or working for Employer.

### Employer and Employee therefore agree as follows:

- 1. For purposes of this Agreement, "Confidential Information" shall mean any information or material proprietary to Employer or designated as Confidential Information by Employer and not generally known by non-Employer personnel, to which the Employee obtains knowledge or access as a result of the Employee's relationship with Employer, including information conceived, originated, discovered, compiled or developed in whole or in part by Employee. Confidential Information includes, but is not limited to, the following forms of information and other information of a similar nature (whether or not reduced to writing): discoveries, ideas, concepts, designs, drawings, specifications, techniques, computer flow charts and programs, models, data, documentation, diagrams, research, developments, processes, procedures, "know-how," marketing techniques, materials, plans, customer names and lists, agents names and lists, files and other information related to past or prospective customers or agents, cost data, pricing policies and financial information. Confidential Information also includes any information described above which Employer obtains from another party and which Employer treats, or has agreed to treat, as proprietary or has designated as Confidential Information.
- 2. The Employee agrees to turn over to Employer all originals and copies and tangible manifestations of materials containing Confidential Information in the Employee's possession, custody or control upon request or upon termination of Employee's employment with Employer. Employee agrees to attend a termination interview with a manager or supervisor of Employer to confirm turnover of such materials and to discuss any questions Employee may have about his or her continuing obligations under this Agreement.

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- 3. Employee shall, during his or her employment by Employer and thereafter, hold in confidence and not disclose, communicate or transmit to unauthorized persons or use for unauthorized purposes any Confidential Information. Employee agrees that he or she will not (a) divulge to any unauthorized person, firm or business entity Confidential Information known by or available to Employee and all Confidential Information shall be kept confidential and shall not have in any manner be revealed to any unauthorized person or (b) divulge, publish or otherwise reveal, either directly or indirectly, to any unauthorized person, firm or business entity, any information, techniques, methods or creative ideas used by Employer to further its business but shall retain and protect all such information and knowledge for the sole benefit of Employer.
- 4. Any inventions, improvements, discoveries, copyrightable works or ideas conceived, developed or made by Employee in whole or in part during any term of his or her relationship with Employer, whether during business hours or otherwise, which relate to Employer's business, or which are made using any Employer equipment, facilities, materials, labor, money, time or other resources, or which result from any work performed by Employee for Employer, shall belong exclusively to Employer and shall be deemed Confidential Information for purposes of this Agreement. Employee agrees to communicate promptly to Employer any and all such inventions, improvements, discoveries, works, and ideas, and upon request to execute U.S. and foreign patent or copyright applications and any other legal documents necessary to transfer title therein to Employer, and to assist Employer in any proper manner in obtaining and enforcing such patents or copyrights at Employer's expense. Upon request, and in Employer's sole discretion, Employer will execute a release of rights in any intellectual property in which Employer has no interest.
- 5. Because of the unique nature of the Confidential Information, the Employee understands and agrees that Employer will suffer irreparable harm in the event that the Employee fails to comply with any of his or her obligations under Sections 2, 3, or 4 above and that monetary damages will be inadequate to compensate Employer for such breach. Accordingly, the Employee agrees that Employer will, in addition to any other remedies available to it at law or in equity, be entitled to preliminary and permanent injunctive relief to enforce the terms of Sections 2, 3, and 4 above.
- 6. This Agreement shall be governed by the internal law, and not the law of conflicts, of Texas. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representation and understandings, whether oral or written. Should any

provision hereof be held unenforceable, the remainder shall continue to be enforceable.

I agree to the above terms and acknowledge receipt of a copy of this Agreement.

"Employ	ee"
Date: 22 July Signature:	Der O a Velms
	David A Helms
Name (printed):	David 11 Helms
Social Security No.:_	241-80-3864
Mailing Address:	6223 Braesheatter
	Houston TX 77096

**RECORDED: 06/27/2007**