

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Independent Contractor Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Roger Bey	02/03/2007
RECEIVING PARTY DATA	
Name:	Control Components, Inc.
Street Address:	22591 Avenida Empresa
City:	Rancho Santa Margarita
State/Country:	CALIFORNIA
Postal Code:	92688
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12123218
CORRESPONDENCE DATA	
Fax Number:	(949)855-6371
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	patent@stetinalaw.com
Correspondent Name:	Mark B. Garred
Address Line 1:	75 Enterprise
Address Line 2:	Suite 250
Address Line 4:	Aliso Viejo, CALIFORNIA 92656
ATTORNEY DOCKET NUMBER:	CCIOO-093A
NAME OF SUBMITTER:	Mark B Garred
Total Attachments: 9 source=Roger Bey Independent Contractor Agreement#page1.tif source=Roger Bey Independent Contractor Agreement#page2.tif source=Roger Bey Independent Contractor Agreement#page3.tif source=Roger Bey Independent Contractor Agreement#page4.tif source=Roger Bey Independent Contractor Agreement#page5.tif	

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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") dated February 5, 2007 is entered into between CCI (the "Company") and Roger Bey ("Independent Contractor") in consideration of the covenants and representations contained in this Agreement. Company and Independent Contractor agree as follows:

1. Scope of Services and Compensation. The parties to this Agreement recognize and understand that the purpose of this Agreement is (1) to establish the nature and scope of the contractual relationship between them and (2) set forth the confidential and proprietary nature of the information Independent Contractor will learn and his/her resulting obligations not to disclose such information. The scope of Independent Contractors work is more fully described in Exhibit A hereto.

2. Terms of Agreement. The services called for under this Agreement shall commence on 2/5/07 and terminate on 2/5/08.

3. Terms of Payment. CCI shall remit payment for services to the Independent Contractor according to the following terms and conditions. CCI will pay Independent Contractor \$100.00 per hour for up to 10 days of work per month that is pre-approved via email by Sam Sturtevant. Also, any work beyond 10 days a month shall be approved in writing by Mr. Sturtevant. In order to obtain payment for hours worked, Independent Contractor shall provide Company with an invoice at the end of each month, detailing hours worked and describing (in general terms) work performed.

4. Reimbursement. CCI shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

5. Technical Direction. The Independent Contractor shall receive technical direction only from Mr. Sam Sturtevant or his or her designee, as authorized in writing.

6. Termination Agreement. This Agreement may be terminated at any time by CCI or the Independent Contractor, by written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. CCI shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

7. Independent Contractor Relationship.

7.1 The Company and Independent Contractor intend that, to the maximum extent permissible by the law: (1) this Agreement does not constitute an employment Agreement by either party; (2) Company and Independent Contractor are independent contracting parties with respect to all services rendered under this Agreement; and (3) this Agreement shall not be construed as a Partnership.

7.2 Company shall not restrict, limit or set Independent Contractor's daily work schedules. However, upon Independent Contractor's acceptance of a particular assignment, Independent Contractor must perform said assignment in the time and manner required by Contractor.

8. Proprietary and Confidential Information.

8.1 Proprietary Information. I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of Independent Contractor's general knowledge prior to his/her hire by the Company as specifically identified and disclosed by Independent Contractor in Exhibit "B"; or (iii) the information is disclosed to Independent Contractor without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and who did not learn of it directly from the Company.

Proprietary Information includes, without limitation, information (whether conveyed orally or in writing) relating to (i) customer service records, client/customer lists, vendor lists or other lists or compilations containing client, customer or vendor information; (ii) information about products, proposed products, research, product development, techniques, processes, costs, profits, markets, marketing plans, strategies, forecasts, sales or commissions; (iii) plans for the future development or new product concepts; (iv) **Actuators, Choke Valves, Compressor Recycle and Vents, Turbine Bypass systems, Pipeline Pressure control, or similar severe service applications**; (v) the compensation, performance and terms of employment of other employees; (vi) all other information that has been or will be given to Independent Contractor in confidence by the Company (or any affiliate); (vii) software in various stages of development, and any designs, drawings, schematics, specifications, techniques, models, data, source code, algorithms, object code, documentation, diagrams, flow charts, research development, processes and procedures relating to any software; and (viii) any information described above which the Company obtains from another party and which the Company treats as proprietary or designates as Proprietary Information.

8.2 Company Materials. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or

embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others.

"Company Materials" include, without limitation, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer software, media or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

### 8.3 Intellectual Property.

(a) All Proprietary Information and all right, title and interest in and to any patents, patent rights, copyrights, trademark rights, mask work rights, trade secret rights, and all other intellectual and industrial property and proprietary rights that currently exist or may exist in the future anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information. At all times, both during my contractual relationship with the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company except as may be necessary and appropriate in the ordinary course of performing my duties to the Company. The disclosure restrictions of this Agreement shall not apply to any information that I can document is generally known to the public through no fault of mine. Nothing contained herein will prohibit an employee from disclosing to anyone the amount of his or her wages.

(b) All Company Materials shall be the sole property of the Company. I agree that during my contractual relationship with the Company, I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my contractual relationship by me or by the Company for any reason, or for no reason, or during my contractual relationship if so requested by the Company, I will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

(c) I agree that all "Inventions" (which term includes patentable or non-patentable inventions, original works of authorship, derivative works, trade secrets, trademarks, copyrights, service marks, discoveries, patents, technology, algorithms, computer software, application programming interfaces, protocols, formulas, compositions, ideas, designs, processes, techniques, know-how, data and all improvements, rights and claims related to the foregoing), which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my contractual relationship, shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code. I hereby assign, without further consideration, all such Inventions to the Company (free and clear of all liens and encumbrances), and the Company shall be the sole owner of all Rights in connection therewith. No assignment in this Agreement shall extend to Inventions, the assignment of which is prohibited by Labor Code Section 2870, which states:

I agree to perform, during and after my contractual relationship, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or my assignment with respect to such Inventions in any and all countries. Such acts may include, without limitation, execution of documents and assistance or cooperation in legal proceedings. Should the Company be unable to secure my signature on any document necessary to apply for, prosecute, obtain, enforce or defend any Rights relating to any assigned Invention, whether due to my mental or physical incapacity or any other cause, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact, with full power of substitution, to act for and in my behalf and instead of Independent Contractor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Independent Contractor.

9. Non-Solicitation of Customers and Vendors. I acknowledge that pursuit of the activities forbidden by this Section 6 would necessarily involve the use or disclosure of Proprietary Information in breach of this Agreement, but that proof of such breach would be extremely difficult. Therefore, I agree that for the term of this Agreement and for a period of twelve (12) months after termination of my contractual relationship with the Company, I shall not, for myself or any third party, solicit, divert or attempt to divert from the Company (or any affiliate of it that might be formed) any business. I will not solicit or interfere with any of the Company's customers or vendors. I understand that none of my activities will be prohibited under this Section 6 if I can prove that the action was taken without the use in any way of Proprietary Information.

10. Non-Solicitation of Employees. I agree that for a period of twelve (12) months following the termination of my contractual relationship with the Company, I will not, on behalf of myself or any other person or entity, solicit the services of any person who was employed by the Company on the date of my termination of contractual relationship or at any time during the six (6) month period prior to the termination of my contractual relationship.

11. Non-Competition. I agree that during my contractual relationship with the Company I will not engage in any contractual relationship, business, or activity that is in any way competitive with the business or proposed business of the Company, and I will not assist any other person or entity in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this Section 8 shall apply both during normal working hours and at all other times including, without limitation, nights, weekends and vacation time, while I am employed with the Company.

12. Reports. The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

13. Security Regulations. The Independent Contractor shall comply with all applicable security regulations of CCI.

14. Responsibility for Workers' Compensation. No workers' compensation insurance shall be obtained by CCI covering the Independent Contractor or employees of the independent contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.

15. Agreement/Modification. The terms of this Agreement (including all attached Exhibits, which are incorporated herein by this reference) are the final expression of my Agreement with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous Agreement. This Agreement can only be modified by a subsequent written Agreement executed by an officer of the Company.

16. Arbitration. Any and all disputes arising under this Agreement, the performance of services by the Independent Contractor for CCI, and/or the cessation of them, shall be submitted to an arbitrator in accordance with its rules. The prevailing party shall be entitled to recover his or her attorneys' fees and costs from the losing party. The arbitrator shall have the power to make all factual determinations and rule on all issues of law. Any award rendered by the arbitrator shall be final and binding upon each party to the arbitration and unreviewable for error of law or legal reasoning of any kind and judgment on the award may be entered in any court. The award need not include factual findings or the reasons on which the decision is based, but may be limited to a statement that one party prevails or one party pay the other a sum of money.

Date:

FEB 03 2007

Independent Contractor Signature

Name (type or print)

ROGER BEY

Accepted and Agreed to:

CCI

By:

Name:

Title:

Samuel C Sturtevant

SAMUEL C STURTEVANT

PROJECT MANAGER DEVELOPMENT

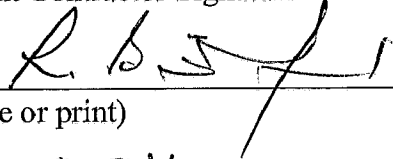
## EXHIBIT A

### SCOPE OF INDEPENDENT CONTRACTORS WORK AND PROJECTS

The following describes the types of projects, work and responsibilities Independent Contractor will be performing at the request of Company in the Technical Services, Operations, and Customer Service/Sales Departments.

- Consultant on technical aspects of new developmental and research projects.

Independent Contractor Signature

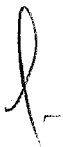


Name (type or print)

ROBERT BEY



**EXHIBIT B**  
**INVENTIONS DISCLOSURE**



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**RECORDED: 07/10/2008**

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