

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Mark E. Dristy	11/24/1997
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Proton Energy Systems, Inc.
<b>Street Address:</b>	10 Technology Drive
<b>City:</b>	Wallingford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06492
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	60114020
Patent Number:	6368740
Patent Number:	6653011
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)286-0115
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	860-286-2929
<b>Email:</b>	cwhalley@CANTORCOLBURN.COM
<b>Correspondent Name:</b>	Dave S. Christensen
<b>Address Line 1:</b>	20 Church Street
<b>Address Line 2:</b>	22nd Floor
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103
<b>ATTORNEY DOCKET NUMBER:</b>	PES-981799(PR,NP,CONT)
<b>NAME OF SUBMITTER:</b>	Dave S. Christensen

**CH \$120.00 60114020**

Total Attachments: 6  
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## Noncompetition and Nondisclosure Agreement



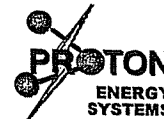
This Agreement is made between **Proton Energy Systems, Inc.**, a Delaware corporation (hereinafter referred to collectively with its subsidiaries as the "Company"), and MARK E. DRISTY (the "Employee").

In consideration of the commencement and/or continuation, effective as of the delivery of this Agreement, of the employment of the Employee by the Company, the Company and the Employee agree as follows:

1. Proprietary Information.



## Noncompetition and Nondisclosure Agreement



### 2. Developments.

(a) The Employee will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, (i) which relate to the Company's business and have heretofore been created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others, and not assigned to prior employers, or (ii) which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her employment by the Company, whether or not during normal working hours or on the premises of the Company (all of the foregoing of which are collectively referred to in this Agreement as "Developments").

(b) The Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 2(b) shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 2(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Employee also hereby waives all claims to moral rights in any Developments.

(c) The Employee agrees to cooperate fully with the Company, both during and after his/her employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments, provided, however, that the Employee shall not be required to incur or pay any costs or expenses in connection with the rendering of such cooperation. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may reasonably deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Employee on any

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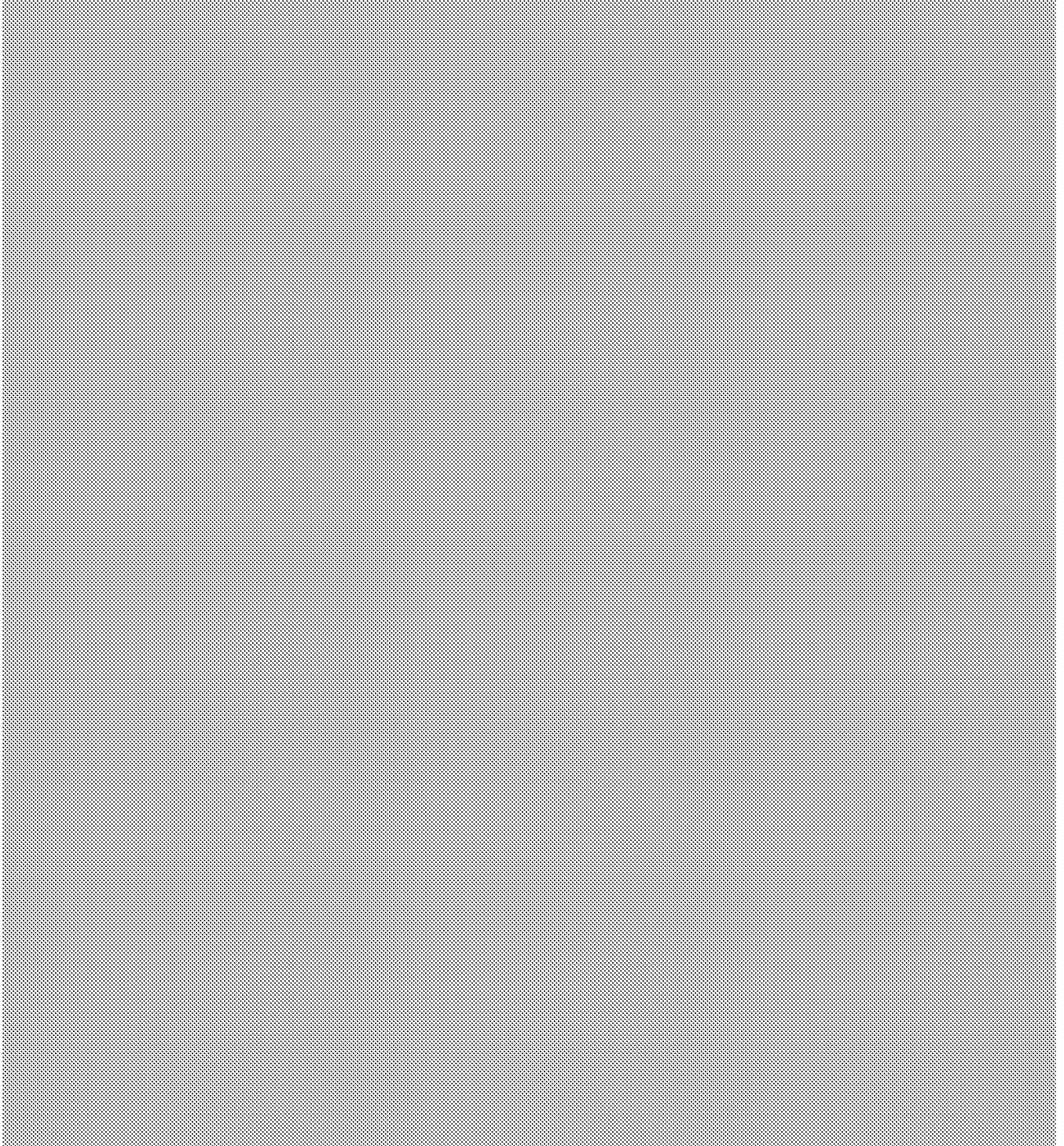


such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

### 3. Other Obligations.



# Noncompetition and Nondisclosure Agreement



**Noncompetition and Nondisclosure Agreement**



THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

Noncompetition and Nondisclosure Agreement



PROTON ENERGY SYSTEMS, INC.

Date: 11-25-97

By: *[Signature]*

EMPLOYEE

Date: 11-24-97

By: *[Signature]*