

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employee or Consultant Confidential Information and Inventions Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Richard A. Holl	08/19/1999
RECEIVING PARTY DATA	
Name:	Holl Technologies Company
Street Address:	1070 Flynn Road
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	91320
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11457435
CORRESPONDENCE DATA	
Fax Number:	(310)586-0281
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(310) 586-7700
Email:	simpsonk@gtlaw.com
Correspondent Name:	Greenberg Traurig LLP
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Address Line 2:	Suite 400E
Address Line 4:	Santa Monica, CALIFORNIA 90404
ATTORNEY DOCKET NUMBER:	058035-012401
NAME OF SUBMITTER:	Christopher Darrow
<p>Total Attachments: 5 source=EmpContract-Holl-1999#page1.tif source=EmpContract-Holl-1999#page2.tif source=EmpContract-Holl-1999#page3.tif</p>	

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R. HOLL

**EMPLOYEE OR CONSULTANT CONFIDENTIAL INFORMATION
AND INVENTIONS AGREEMENT**

I acknowledge that **HOLL TECHNOLOGIES COMPANY**, a California corporation (the "*Company*") operates in a competitive environment and that it enhances its opportunities to succeed by establishing certain policies, including those included in this Employee or Consultant Confidential Information and Inventions Agreement (the "*Agreement*"). This Agreement is designed to make clear that (i) I will maintain the confidentiality of the Company's trade secrets; (ii) I will use those trade secrets for the exclusive benefit of the Company; (iii) inventions that I create will be owned by the Company; (iv) my prior and continuing activities separate from the Company will not conflict with the Company's development of its proprietary rights; and (v) when and if my employment with the Company terminates, I will not use my prior position with the Company to the detriment of the Company. For good and valuable consideration associated with my employment by the Company, I agree that:

1. Provisions Related to Trade Secrets.

(a) I acknowledge that the Company possesses and will continue to develop and acquire valuable Proprietary Information (as defined below), including information that I may develop or discover as a result of my employment with the Company. The value of that Proprietary Information depends on it remaining confidential. The Company depends on me to maintain that confidentiality and I accept that position of trust.

(b) As used in this Agreement, "*Proprietary Information*" means any information (including any formula, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and includes information of the Company, its customers, suppliers, joint venturers, licensors, licensees, distributors and other persons and entities with whom the Company does business.

(c) I will not disclose or use at any time, either during or after my employment with the Company, any Proprietary Information, except for the exclusive benefit of the Company as required by my duties for the Company, or as the Company expressly may consent to in writing. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure, use or reproduction of all Proprietary Information.

(d) Upon leaving employment with the Company for any reason, I immediately will deliver to the Company all tangible, written, graphical, machine readable and other materials (including all copies) in my possession or under my control containing or disclosing Proprietary Information.

2. Ownership of Inventions.

(a) I agree to communicate to the Company as promptly and fully as practicable all Inventions (as defined below) conceived or reduced to practice by me alone or jointly

by others) at any time during my employment by the Company. I hereby assign to the Company and/or its nominees full right, marketable title and interest in such Inventions, free and clear of all liens and encumbrances, and all my right, title and interest in any patents, copyrights, patent applications, or copyright applications based thereon, free and clear of all liens and encumbrances.

I will assist the Company and/or its nominees (without charge but at no expense to me) at any time and in every proper way to obtain for its and/or their own benefit, patents and copyrights for all such Inventions anywhere in the world and to enforce its and/or their rights in legal proceedings.

(b) As used in this Agreement, the term "*Inventions*" includes, but is not limited to, all discoveries, improvements, processes, developments, designs, know-how, data, computer programs and formulae, whether patentable or unpatentable.

(c) Any provision in this Agreement requiring me to assign my rights in any Invention does not apply to any Invention which qualifies under the provisions of Section 2870 of the California Labor Code. That section provides that the requirement to assign "shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either (1) relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer." I understand that I bear the burden of proving that an Invention qualifies under Section 2870.

(d) Notwithstanding the foregoing, I also assign to the Company (or to any of its nominees) all rights which I may have or acquire in any Invention, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney in fact to act for and in my behalf and stead to execute and file any document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed and delivered by me.

3. Conflicts with Other Activities.

(a) My employment with the Company requires my undivided attention and effort. Therefore, during my employment with the Company, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist (in any manner) any business competitive with the business or the future business plans of the Company.

(b) I agree that during my employment with the Company, and for two (2) years following its termination for any reason, I will not, without the Company's express written

consent, contact or solicit employees of the Company for the purpose of hiring them, and I will not solicit the business of any client or customer of the Company.

(c) My employment with the Company and my compliance with this Agreement do not and will not breach any agreement to keep in confidence information acquired by me prior to or outside of my employment with the Company. I have not brought and will not bring with me to the Company for use in the performance of my duties at the Company any materials, documents or information of a former employer or any third party that are not generally available to the public, unless I have obtained express written authorization from the owner for their possession and use by or for the Company. I have not entered into, and will not enter into, any agreement, either oral or written, in conflict with this Agreement.

4. Miscellaneous

(a) My obligations under this Agreement may not be modified or terminated, in whole or in part, except in a writing signed by the President of the Company, or his or her designee. Any waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

(b) Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

(c) My obligations under this Agreement will survive the termination of my employment, regardless of the manner of such termination. This Agreement will inure to the benefit of and be binding upon the successors and assigns of the Company.

(d) I understand that the provisions of this Agreement are a material condition to my employment with the Company. I also understand that this Agreement is not an employment contract, and nothing in this Agreement creates any right to my continuous employment by the Company, or to my employment for any particular term.

(e) Any breach of this Agreement likely will cause irreparable harm to the Company for which money damages could not reasonably or adequately compensate the Company. Accordingly, I agree that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

(f) This Agreement will be governed by and interpreted in accordance with the laws of the State of California governing a contract made and wholly performed within California.

(g) In the event of any action to enforce or interpret this Agreement, the party prevailing in such action will be entitled to reasonable costs, plus reasonable attorney's fees, to be set by the court.

(h) This Agreement contains the complete agreement between the Company and me concerning the subject matter hereof and supersedes all other agreements and understandings. This Agreement may be executed in counterparts. This Agreement will be deemed effective as of the start of the Employee's or Consultant's employment with the Company.

CAUTION: THIS AGREEMENT CONTAINS IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S OR CONSULTANT'S RIGHT TO INVENTIONS THE EMPLOYEE OR THE CONSULTANT MAY MAKE DURING HIS OR HER EMPLOYMENT.

[Signatures on next page]

Date: August 19, 1999

Richard A. Holl

Employee's or Consultant's Signature

Richard Holl

Employee or Consultant Name

AGREED AND ACKNOWLEDGED:

HOLL TECHNOLOGIES COMPANY,
a California corporation

By: *Richard A. Holl*

Name: Richard A. Holl

Title: President