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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

John R. Shelor

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 1, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Tahoe Instruments

Internal Address: _____

Street Address: 9376 Laurentian Dr.

City: San Diego

State: CA

Country: USA Zip: 92129

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/880,179

☐ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John R. Shelor

Internal Address: _____

Street Address: 9376 Laurentian Drive

City: San Diego

State: CA Zip: 92129

Phone Number: 858-699-2010

Fax Number: 858-538-0354

Email Address: shelorr@san.fr.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed via PTO-2038
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

John R. Shelor
Signature

Sept. 1, 2009
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 11880179

Application Number: 11/880,179

Filed: July 20, 2007

Title: A rotational, shear mode piezoelectric motor integrated into a collocated, rotational, shear mode piezoelectric micro-actuated suspension, head or head gimbal assembly for improved tracking in disk drives and disk drive equipment

AFFIDAVIT

I, John R. Shelor, am the sole inventor of the above patent application working under the company name of Tahoe Instruments.


On or about April 8, 2009, Andrew S. Dallmann filed for assignment of the subject patent application to Magnecomp Corporation based upon a "Confidential Information/Prohibited Actions Agreement" dated December 5, 2005 that I signed as an employee of Magnecomp Corporation (document attached). I formally dispute the assignment to Magnecomp Corporation, as the inception and development of the invention occurred after I resigned from Magnecomp Corporation.

When disputed, the subject Agreement calls for arbitration. Assignment to Magnecomp Corporation should only occur if the arbitration and all subsequent legal actions are recorded in Magnecomp Corporation's favor. Until that time, I request, as sole inventor, that the invention be assigned to Tahoe Instruments.

Furthermore, the Magnecomp Corporation also recorded a power of attorney to a Mr. Joel Voelzke. As sole inventor, I want to take action to remove/expunge the recorded power of attorney. I am not sure how to do this. Please contact me through email at my email address (shelorr@san.rr.com) to give me instructions.

Thanks for your help.

Regards,


John R. Shelor
September 1, 2009



CONFIDENTIAL INFORMATION / PROHIBITED ACTIONS AGREEMENT

This Confidential Information / Prohibited Actions Agreement ("Agreement"), is entered into effective the day of Dec. 5, 2005, by and between Magnecomp Corporation ("Magnecomp") and JOHN R. SHELOR ("Employee").

1. Confidential Information.

(a) Employee specifically agrees that Employee will not at any time, whether during or subsequent to the term of Employee's employment by Magnecomp, in any fashion, form, or manner unless specifically consented to in writing by Magnecomp, either directly or indirectly use or divulge, disclose or communicate to any person, firm, or corporation, in any manner whatsoever, any confidential information (herein: "Magnecomp Confidential Information") of any kind, nature, or description concerning any matters affecting or relating to the business of Magnecomp, including, without limiting the generality of the foregoing, manufacturing processes, methods, formulae, software, operating systems, machines, or equipment, the names, buying habits, or practices of any of its customers, its marketing methods and related data, the names of any of its vendors or suppliers, costs of materials, the prices it obtains or has obtained or at which it sells or has sold its products or services, manufacturing and sales costs, lists or other written records used in Magnecomp's business, compensation paid to Employees and other terms of employment or any other confidential information of, about, or concerning the business of Magnecomp, its manner of operation, or other confidential data of any kind, nature, or description, the parties hereto stipulating that as between them, the same are important, material, and confidential trade secrets and affect the successful conduct of Magnecomp's business, and its goodwill, and that any breach of any term of this paragraph is a material breach of this Agreement. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, other written and graphic records, and the like affecting or relating to the business of Magnecomp, which Employee shall prepare, use, construct, observe, possess, or control shall be and remain Magnecomp's sole property.

(b) Employee agrees that Employee will not, during employment with Magnecomp, use at Magnecomp, or disclose to Magnecomp, any confidential or proprietary information or trade secrets of Employee's former or concurrent employers or companies, if any, and that Employee will not bring onto the premises of Magnecomp any unpublished document or any property belonging to Employee's former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

2. Intellectual Property Rights.

(a) Employee agrees to assign to Magnecomp without additional compensation, and to comply with all reasonable instructions of Magnecomp regarding any and all ideas, discoveries, inventions, works or writings (including developments, innovations and improvements to existing Magnecomp Confidential information) conceived or made by Employee alone or with others in the course of Employee's employment with Magnecomp hereunder, or by the use or incorporation in whole or in part of Magnecomp Confidential Information. Any copyrightable or otherwise protectable work so conceived or made shall be conceived or made as a "work made for hire."

3. Prohibited Actions.

Employee Initials: JRS



CONFIDENTIAL INFORMATION / PROHIBITED ACTIONS AGREEMENT

(a) During the Employment Period Employee agrees that:

i) Employee will not, directly or indirectly, own an interest in, operate, join, control, or participate in, or be connected as an officer, employee, agent, independent contractor, partner, shareholder, member, or principal of any corporation, partnership, proprietorship, firm, association, limited liability company, limited liability partnership, person, or other entity producing, designing, providing, soliciting orders for, selling, distributing, or marketing products, goods, equipment, and/or services which directly or indirectly compete with Magnecomp's products or Magnecomp's business.

ii) Employee will not, directly or indirectly, either for Employee or for any other person, corporation, partnership, proprietorship, firm, association, limited liability company, limited liability partnership, or other entity of any form, divert or take away or attempt to divert or take away any of Magnecomp's customers.

iii) Employee will not undertake planning for or organization of any business activity competitive with Magnecomp's business or combine or conspire with other employees or representatives of Magnecomp for the purpose of organizing any such competitive business activity.

(b) Employee agrees that Employee will not, directly or indirectly or by action in concert with others, induce or influence (or seek to induce or influence) any person who is engaged (as an employee, agent, independent contractor, or otherwise) by Magnecomp to terminate such Employee or Consultant's employment or engagement.

(c) If at any time during the Employment period employee intends to seek employment with another person or entity of any form that might compete or intends to compete directly or indirectly with Magnecomp, or if employee intends to engage in any activity that intends to or might compete directly or indirectly with Magnecomp, then employee shall immediately give Magnecomp written notice of such intention even if the employment or activity would not commence until after termination of employment with Magnecomp.

Nothing contained in this Paragraph 3 shall be deemed a waiver of Employee's obligations under Paragraph 1, and in the event of any conflict or inconsistency between the provisions of this Paragraph 3 and Paragraph 1, the provisions of Paragraph 1 shall control. The covenants of this Paragraph 3 shall be construed as separate covenants covering their subject matter. To the extent that any covenant shall be judicially unenforceable in any one jurisdiction said covenant shall not be affected with respect to any other jurisdiction, each covenant with respect to each jurisdiction being construed as severable and independent.

4. Employee's Duties on Termination.

(a) Because of Employee's employment by Magnecomp, Employee will have access to trade secrets and confidential information of Magnecomp, its products, its customers, and its methods of doing business. In consideration of employee's access to this information, Employee agrees that upon termination of employment, Employee will abide by the terms of Paragraph 1 (a).

(b) In the event of termination of employment with Magnecomp, Employee agrees to deliver promptly to Magnecomp all equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, or other written or graphic records, and the

Employee Initials: JRS



CONFIDENTIAL INFORMATION / PROHIBITED ACTIONS AGREEMENT

like, relating to Magnecomp's business, which are or have been in Employee's possession or under Employee's control.

(c) If at any time after termination of the Employment period Employee intends to engage in any activity that competes or might compete directly or indirectly with the business of Magnecomp, or if Employee intends to seek employment with any person or any entity of any form that competes or might compete directly or indirectly with Magnecomp, Employee shall immediately give Magnecomp written notice of such intention. Employee acknowledges that the terms of employment with Magnecomp constitute good and valuable consideration for the requirements and restrictions in this Agreement.

5. Termination. The employment of Employee may be terminated at any time by either Magnecomp or Employee, either with or without cause. Termination of Employee's employment shall not be in limitation of any other right or remedy Magnecomp may have under this Agreement or in law or equity.

6. Enforcement. Magnecomp and Employee recognize and acknowledge that Employee is hereunder employed in a position where Employee will be rendering personal services of a special, unique, unusual, and extraordinary character requiring extraordinary ingenuity and effort by Employee. Employee agrees that the breach by employee of this Agreement, including its covenants, could not reasonably or adequately be compensated in damages in an action at law and that Magnecomp shall be entitled to injunctive relief, which may include but shall not be limited to restraining Employee from rendering any service that would breach this Agreement. However, no remedy conferred by any of the specific provisions of this Agreement (including this Paragraph 6) is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7. General Provisions.

(a) Arbitration. Any controversy or claim arising out of or relating to this agreement, or breach of this agreement, shall be settled by binding arbitration, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. Each party shall pay the fees of the arbitrator he or she selects and of his or her own attorneys, and the expenses of his or her witnesses and all other expenses connected with presenting his or her case. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, administrative fees, the fee of the third arbitrator, and all other fees and costs, shall be borne equally by the parties.

(b) Successors and Assigns. Except where expressly provided to the contrary, this Agreement, and all provisions hereof, shall inure to the benefit of and be binding upon the parties, hereto, their successors in interest, assigns, administrators, executors, heirs and devisees.

(c) Severability. If any provision of this Agreement, as applied to any party or to any circumstance, shall be found by a court to be void, invalid or unenforceable, the same

Employee Initials: JRS

**CONFIDENTIAL INFORMATION / PROHIBITED ACTIONS AGREEMENT**

shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement.

(d) **Waiver.** A waiver by any party of any of the terms and conditions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. Any party may waive any term, provision or condition included for the benefit of such party.

(e) **Amendment.** No amendment or modification to this Agreement shall be valid or binding unless made in writing and signed by all parties hereto.

(f) **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which enforcement of this Agreement is sought. The terms of this Agreement shall be binding and enforceable against Magnecomp upon execution of this Agreement by Employee, even though an officer of Magnecomp does not sign the Agreement. In all matters of interpretation, whenever necessary to give effect to any provision of this Agreement, each gender shall include the others, the singular shall include the plural, and the plural shall include the singular. The titles of the paragraphs of this Agreement are for convenience only, and shall not in any way affect the interpretation of any provision or condition of this Agreement. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

(g) **Attorneys' Fees.** In the event of any litigation or arbitration between the parties hereto respecting or arising out of this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, whether or not such litigation or arbitration proceeds to final judgment or determination.

IN WITNESS WHEREOF, the parties hereto have executed this Confidential Information / Prohibited Actions Agreement on the day and year first above written,

EMPLOYER:

MAGNECOMP CORPORATION

EMPLOYEE:


Employee Signature


Employee Name Printed

Employee Initials: 

PATENT