

Form PTO-1595 (Rev. 03-09)
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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)

Ross Carl

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

2. Name and address of receiving party(ies)

Name: Masco Product Design, Inc.

Internal Address: _____

Street Address: 1021 West Adams, Suite 101

City: Chicago

State: IL

Country: USA Zip: 60607

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

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

Execution Date(s) 12-3-07

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Proprietary Confidential Information and Invention Assignment Agreement

4. Application or patent number(s):

A. Patent Application No.(s)

29/331,997

☐ 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: Lora J. Graentzdoerffer / Masco Corporation

Internal Address: _____

Street Address: 21001 Van Born Road

City: Taylor

State: Michigan Zip: 48180

Phone Number: (313)792-6431

Fax Number: (313)792-6797

Email Address: _____

6. Total number of applications and patents involved:

1

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

40.00

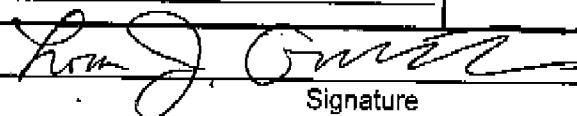
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 13-1981

Authorized User Name Lora J. Graentzdoerffer

9. Signature:



Signature

10/19/10
Date

Lora J. Graentzdoerffer

Name of Person Signing

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

7

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, VA 22313-1450

PATENT

700448470

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CH \$40.00 131981 29331997

(PLEASE PRINT OR TYPE)

Name ROSS CARL
Employer MASCO
Division PRODUCT DESIGN
Location CHICAGO
Soc. Sec. No. 371-72-8263

MASCO CORPORATION
PROPRIETARY CONFIDENTIAL INFORMATION
AND INVENTION ASSIGNMENT AGREEMENT

In consideration of my employment by my employer, including all of its parent companies, divisions and subsidiaries ("Masco"), or, if I am an existing employee, in consideration of my continuing employment relationship with my employer, and in consideration of the salary and wages paid for my services in the course of my employment, and in consideration of the use of the facilities and experience of Masco, and of the opportunity given me by Masco to acquire confidential, proprietary and trade secret information relating to the business and lines of business of Masco, I voluntarily agree as follows:

1. I will not, without written approval by an officer of Masco, use, disclose, publish or authorize anyone else to use, disclose or publish, either during the term of my employment or subsequent thereto, except as required in the performance of my duties as an employee of Masco, any confidential, proprietary or trade secret information of Masco, its affiliated companies, or others ("The Masco Group"). Upon leaving the employ of Masco, I will not take with me without the written consent of one of Masco's officers any documents or other things embodying or recording any such confidential, proprietary or trade secret information.

For purposes of this Agreement, "Invention" shall mean any new invention, machine, manufacture, method, design, process, technique, apparatus, composition of matter, computer program, formula, equation or configuration of any kind, or any improvements thereto, discovered, conceived, developed, made or produced by me alone or with others, and shall not be limited to the definition of an invention contained in the United States patent laws.

For purposes of this Agreement, "confidential, proprietary or trade secret information" shall include, but is not limited to, information of Masco, The Masco Group, and others concerning Inventions and products, developments, equipment, machines, manufacturers, discoveries, computer programs, plans, proposals, marketing methods, accounting and financial information, cost/ pricing information, patent applications, ideas, concepts, designs, formulae, compositions, processes, methods, research, sales information, licensing and investment opportunities, acquisition and joint venture candidates, business practices and processes, compilations of information and customers as well as confidential, proprietary or trade secret information relating to the management, operation, financial affairs, planning or other business opportunities of Masco, The Masco Group and others that has not previously been released in writing or has not otherwise been made public, without breach of a confidential relationship, by an authorized representative of Masco.

2. I will not, during my employment (except with the consent of the head of my department or, if I am the head of my department, the person to whom I report) remove from the premises of Masco any Masco property, or any property owned by The Masco Group or others, including confidential, proprietary and/or trade secret information as to which I am restricted by Paragraph 1 above, or assist or acquiesce in any such removal. I will safeguard all correspondence, drawings, blueprints, manuals, letters, notebooks, reports, flow charts, computer software, proposals, and other materials of a proprietary nature over which I have control, and, upon termination of my employment, I promptly will deliver them to Masco.

3. I will promptly communicate and transfer and assign to Masco or its nominees, successors or assigns, whether or not I consider it to be patentable or copyrightable:

(a) Each Invention (as defined above) which, at the time the Invention is first conceived or first actually or first constructively reduced to practice, relates to or is within the past, present or contemplated future scope of a business or line of business of Masco, and which heretofore has been or may in the future be made or conceived by me solely, or jointly with others, during the period of my employment by Masco or by any of its predecessors or successors in a business or line of business of Masco.

(b) Each Invention which has heretofore been or may in the future be made or conceived by me solely, or jointly with others, during the period of my employment by Masco or by any of its predecessors or successors by the use of time, materials, facilities or confidential, proprietary or trade secret information of Masco or The Masco Group, or of any of their respective predecessors or successors, irrespective of whether or not such inventions relate to or are within the past, present or future scope of a business or line of business of Masco or The Masco Group, or of any of their respective predecessors or successors in a business or line of business of Masco or The Masco Group.

(c) Any and all computer software and copyrightable material, along with all copyrights therein, which, at the time the computer software or copyrightable material is originated by me, relates to or is within the past, present or contemplated future scope of a business or line of business of Masco, or heretofore has been or in the future may be originated by me solely, or jointly with others, for Masco or The Masco Group during the period of my employment by Masco, or by any of their respective predecessors or successors. All such computer software and copyrightable material shall be considered "works made for hire" in accordance with the Copyright Act of 1976.

(d) Notwithstanding anything contained herein to the contrary, during the period of my employment, the provisions of this Paragraph 3 shall not apply to an Invention, computer software, or copyrightable material that I develop on my own time, without the use of any materials, facilities or any confidential, proprietary or trade secret information of Masco, or The Masco Group, except for those Inventions, computer software, and copyrightable material that either (i) relate to or are within, at the time of conception or actual or constructive reduction to practice of the

Invention, computer software or copyrightable material, a past or present or contemplated future scope of a business or line of business of Masco, or (ii) result from work performed by me, in connection with or relating to my employment by Masco, for Masco or The Masco Group, including their successors and predecessors, or for others.

4. All Inventions, computer software, and copyrightable material conceived, authorized or made by me, either alone or with others, during the period of my employment, and including a period of six (6) months after termination of my employment by Masco, that is required to be disclosed to Masco under paragraph 3 above, is the sole property of Masco, except as otherwise provided herein or as may be limited by law in the state in which I am employed.

5. I will assist Masco, its nominees, successors and assigns, at any time both during and after the period of my employment by Masco, or by any of its successors or assigns, in every proper manner and without charge to Masco but entirely at Masco's expense, to obtain copyright protection on the computer software and copyrightable material specified in Paragraph 3(c) hereof and patents on the Inventions specified in Paragraphs 3(a) and 3(b) hereof in any and all countries, and I hereby assign to Masco all my right, title and interest in and to such patent applications, patents and copyrights, and I will execute, acknowledge and deliver all lawful papers which in the opinion of Masco's counsel are necessary or desirable for applying for and obtaining such copyrights and patents thereon as Masco may desire and to vest or perfect title thereof in Masco, its successors, assigns or nominees, including applications for patents or design patents, applications for divisions, continuations, or continuations-in-part of pending applications, applications for reissue of patents and specific assignments of applications and patents, and all rights under the International Convention for the Protection of Industrial Property.

6. I will not breach any obligation that I have to a third party, including but not limited to any prior employer, not to disclose or use information which is proprietary or confidential to such third party, and I will not disclose to Masco or The Masco Group, or induce Masco or The Masco Group, to use any inventions or confidential, proprietary or trade secret information of third parties. I hereby certify that I have no continuing obligation with respect to assignment of

inventions to or non-competition with any third party, including previous employers, nor do I claim any previous unpatented invention within the scope of this Agreement as my own, except the following: NONE [Signature]

(If none, write "none" and sign below).

7. I understand that if I know of material, non-public information concerning Masco or a company in The Masco Group, the United States securities laws prohibit me from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. I agree at all times to act in accordance with such laws.

8. This Agreement shall inure to the benefit of and be enforceable by Masco and its successors and assigns and shall be binding upon me and my legal representatives. I hereby acknowledge that under this Agreement I have assumed obligations relating to The Masco Group which is not a party to this Agreement, and that the Masco Group is an intended third-party beneficiary of this Agreement. I hereby acknowledge receipt of a copy of this Agreement, and confirm that my execution of this Agreement does not confer for my benefit any special employment relationship which, unless otherwise agreed to in writing with Masco, is (or, in the event that I am an existing employee, continues to be) subject to termination with or without cause, at any time by Masco.

9. This Agreement shall be interpreted pursuant to the laws of the state in which I am employed and if any provision of this Agreement is by a court of competent jurisdiction held to be contrary to said laws or is modified by said court, any such provision shall be deemed deleted or modified as of the date of this Agreement and this Agreement as so modified shall remain in full force and effect.

10. This Agreement supersedes and replaces any existing agreement between Masco and me relating generally to the same subject matter, with the proviso that this Agreement specifically does not supersede or replace any existing non-compete agreement that I have with the Masco Group.


(Employee's Signature)

Witness:



Date:

12-3-07