

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MCM Design	01/31/2011
Fred Marconi Jr.	01/31/2011
RECEIVING PARTY DATA	
Name:	Lebanon Seaboard Corporation
Street Address:	1600 East Cumberland Street
City:	Lebanon
State/Country:	PENNSYLVANIA
Postal Code:	17042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29394932
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-634-3456
Email:	DocketDept@uspatent.com
Correspondent Name:	Woodard, Emhardt, Moriarty, McNett & Hen
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Address Line 4:	Indianapolis, INDIANA 46204-5137
ATTORNEY DOCKET NUMBER:	005018-000586
NAME OF SUBMITTER:	Holiday W. Banta
Total Attachments: 9 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

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CONFIDENTIALITY AND PATENT ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND PATENT ASSIGNMENT AGREEMENT (hereinafter "Agreement and Assignment") is entered into and made effective this 21 day of February, 2011 (hereinafter "Effective Date"), by and between Lebanon Seaboard Corporation, a Pennsylvania Corporation having offices at 1600 East Cumberland Street, Lebanon, PA 17042 (hereinafter "Assignee" and "Party"); MCM Design, Inc., a New York Corporation having offices at 3222 Tuscarora Road, Erieville, NY 13061 (hereinafter "MCM Design" and "Party"); and Fred Marconi, an individual and a principal of MCM Design having a business office at 3222 Tuscarora Road, Erieville, NY 13061 (hereinafter "Assignor" and "Party")(all of which are referred to herein collectively as "Parties").

WHEREAS, Assignee is the owner of certain confidential and proprietary information concerning packaging for lawn and garden products; and

WHEREAS, Assignee would like to employ MCM Design and Assignor to design a new applicator for granular products on Assignee's behalf (hereinafter "Design Work") and to protect Assignee's Confidential Information (term defined hereinbelow); and

WHEREAS, MCM Design and Assignor would like to be employed by Assignee to perform the Design Work on Assignee's behalf and to protect Assignee's Confidential Information; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patent Property (term defined hereinbelow) in any and all countries;

WHEREAS, MCM Design and Assignor acknowledge the need for the present Agreement and Assignment to protect Assignee's Confidential Information and to assign rights in and to the Patent Property;

NOW THEREFORE, in consideration of the above premises, the employment or retention by MCM Design and Assignor after the Effective Date, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by MCM Design and Assignor, the Parties agree as follows:

1. **Design Work.** To the extent that any of the Design Work is performed by Assignor, MCM Design employee(s), MCM Design officer(s), and/or contractor(s) to MCM Design, whether performed at the direction of MCM Design and Assignor or at the direction of another, then Assignee shall be given complete access to and all ownership in all results of the Design Work.

2. **Confidential Information.**

a. As used in this Agreement and Assignment, "Confidential Information" shall denote any quantum of information, including any product, formula, pattern, compilation, program, device, method, technique, trade secret, or process that has been identified as

Confidential Information by Assignee, MCM Design, or Assignor, provided that such designation has been communicated to the other Parties by means of a written document, or which, even though not specifically designated as Confidential Information and communicated to the other Parties by a written document, is information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by lawful means by, other persons who could obtain economic value from its disclosure or use.

b. Notwithstanding the foregoing, no Party is required to protect or hold in confidence, and no Party is prevented from using, any Confidential Information that that Party can prove by clear and convincing evidence:

- i. was known to the Party prior to disclosure by another Party;
- ii. is subsequently made public by another Party; and/or
- iii. is subsequently disclosed to the Party or to the public by a third party not under a duty of confidentiality to any of the Parties.

c. Assignee, MCM Design, and Assignor mutually acknowledge their common expectation that the Confidential Information will consist primarily of the fact that the Design Work is being undertaken, and all those ideas, discoveries, designs, innovations, formulas, patterns, compilations, computer programs, devices, methods, techniques, processes, trade secrets, textual works, visual works, audio works, and inventions, as well as improvements and knowledge related to any of the foregoing, that are developed in the course of or in relation to the Design Work.

d. In the event that a Party desires a determination whether or not a particular quantum of information constitutes Confidential Information, he or it may request of the other Party(ies) a specific decision and determination as to that particular matter.

e. The Parties agree that all Confidential Information of a Party acquired during the term of this Agreement and Assignment shall not be disclosed by the other Party(ies) to any third party, including any independent contractor, without first obtaining written authorization to do so from the Party(ies) that own the Confidential Information.

f. During the Design Work contemplated hereby, MCM Design and Assignor shall limit access of their officers, employees, agents, servants, and contractors to the Confidential Information and the Patent Property by disclosing the Confidential Information and/or the Patent Property to these persons only on a "need to know" basis. MCM Design and Assignor shall inform Assignee in writing of the identities of such persons to whom any or all of the Confidential Information and Patent Property is proposed to be disclosed, and Assignee shall have fifteen (15) days after receipt of MCM Design's and Assignor's notice regarding such identities to object to such disclosure. In the event of any objection by Assignee to a proposed disclosure, then MCM Design and Assignor shall not disclose the Confidential Information and/or the Patent Property to the objected-to person.

g. If MCM Design and Assignor, or either of them, receive a written request from Assignee to return the Confidential Information, then MCM Design and Assignor agree to return promptly to Assignee, or to certify to Assignee that they have destroyed, all documents in their possession and the possession of their officers, employees, agents, servants, and contractors that contain the Confidential Information or any portion thereof, including any copies thereof.

3. **Ownership of Patent Property.** MCM Design and Assignor agree that Assignee shall own all right, title, and interest in all ideas, discoveries, designs, innovations, formulas, patterns, compilations, computer programs, devices, methods, techniques, processes, trade secrets, textual works, visual works, audio works, and inventions, as well as improvements and knowledge related to any of the foregoing (collectively referred to herein as "Patent Property"), whether patentable or copyrightable or not, resulting wholly or in part from the Design Work; which the officers, employees, agents, servants, and contractors of MCM Design and/or Assignor have made or conceived, or may make or conceive, at any time during the course of the Design Work, whether or not the officers, employees, agents, servants, and contractors of MCM Design and/or Assignor are/is assisted by others and whether or not the Patent Property is conceived or made during working hours.

4. **Present Assignment of Patent Property.** To the extent that the terms of paragraph 3 above do not convey all rights in such Patent Property to Assignee, then MCM Design and Assignor both agree to assign, and do hereby assign to Assignee and Assignee's lawful successors and assigns, MCM Design's; the officer's(s'), employee's(s'), agent's(s'), servant's(s'), and contractor's(s') of MCM Design; and Assignor's entire right, title, and interest in and to all such Patent Property; any and all patent applications, continuations, divisionals, continuations-in-part, reexaminations, renewals, substitutes, extensions or reissues of such Patent Property, and patents granted thereon, or any legal equivalent thereof, in any and all countries for the full term or terms for which the same may be granted; the right to sue for all causes of action related to the Patent Property, including but not limited to infringement, contributory infringement, inducing infringement, inter partes reexamination, interferences, and violations of provisional rights; the right to recover remedies, including but not limited to damages, injunctive and other equitable relief, seizure, interest, attorneys' fees, and costs, relative to those causes of action concerning the Patent Property; and all copyright applications filed and copyright registrations granted thereon. MCM Design, Assignor, and the officers, employees, agents, servants, and contractors of MCM Design and/or Assignor further assign to and authorize Assignee to file corresponding applications for letters patent and/or copyright registration in any and all countries, to be held and enjoyed by Assignee, its successors, and assigns, to the full end of the term or terms for which the letters patent and/or copyright registration respectively may be granted, reissued, renewed, or extended, as fully and entirely as the same would have been held and enjoyed by MCM Design, Assignor, and the officers, employees, agents, servants, and contractors of MCM Design and/or Assignor, or any of them, had this Agreement and Assignment not been made.

5. **No Other Duty to Assign.** MCM Design and Assignor each hereby covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this present assignment of Patent Property.

6. **Agreement to Assist in Perfection of Ownership Rights.** MCM Design and Assignor each hereby covenant that Assignee will, upon Assignee's request, be promptly provided with all pertinent facts and documents as may be necessary to perfect title to the Patent Property in Assignee and its successors and assigns. MCM Design and Assignor each agree to communicate to Assignee, or to its nominee, all known facts respecting the Patent Property; to testify in any legal proceedings; to sign all lawful papers; to execute all disclaimers; to execute all papers necessary in all original, divisional, continuing, reissue, renewal, and reexamination applications in any and all countries; to make all rightful oaths; and generally to do everything reasonably possible to aid Assignee and its successors and assigns, to obtain and enforce for its benefit proper patent and/or copyright protection for the Patent Property in any and all countries, all at the expense, however, of Assignee and its successors and assigns. MCM Design and Assignor hereby authorize and request officials of the United States Patent and Trademark Office, United States Copyright Office, Patent Offices of any respective country or countries, and Copyright Offices of any respective country or countries whose duty it is to issue patents and/or copyrights on applications as aforesaid, to issue to said Assignee and its successors and assigns, as assignee of the entire right, title, and interest, any and all letters patent and copyright registrations for the Patent Property.

7. **Successors and Assigns.** This Agreement and Assignment shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Parties hereto.

8. **Relationship between the Parties.** MCM Design and Assignor are independent contractors; nothing in this Agreement and Assignment shall be construed to create a partnership, joint venture, or agency relationship between MCM Design, Assignor, and Assignee. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance.

9. **No Presumption.** All of the terms and provisions of this Agreement and Assignment have been negotiated in good faith and at arms' length between the Parties, each with the advice of their own independent counsel, and the Parties agree that all considerations provided, paid, or to be paid relative to this Agreement and Assignment and/or the Design Work fairly and accurately reflect the reasonable, independently assessed, and independently determined values of and for the respective properties, rights, covenants, interests, and other considerations that have been or are being conveyed, transferred, limited, and/or reimbursed hereunder, as the case may be. Each of the Parties acknowledges, agrees, and represents that it has made or has had the opportunity to make a full, complete, and independent review, investigation, and discovery of all facts and circumstances deemed or considered necessary or appropriate to make a fully informed and voluntary decision to enter into this Agreement and Assignment and to agree to its terms and conditions. No Party relies or has relied upon any representations, promises, or warranties of any other Party, or upon any alleged duty or obligation of disclosure by any Party (the existence of which duties and obligations are expressly denied by each of the Parties), except as otherwise expressly set forth herein. The Parties further agree that the terms and provisions of this Agreement and Assignment will be interpreted and construed neutrally, and without any negative presumption or negative inference imposed upon or against the Party causing this Agreement and Assignment to be drafted in fact. MCM Design,

Assignor, and Assignee hereby expressly acknowledge, represent, and declare that they have carefully read this Agreement and Assignment, know the contents hereof, and execute the same freely without duress or pressure and voluntarily.

10. **Term and Termination.** The Parties recognize and acknowledge the necessity that the enforceability of this Agreement and Assignment continue beyond the termination of MCM Design's and Assignor's association with Assignee. Thus, the Parties agree that this Agreement and Assignment shall commence on the Effective Date, and the covenants contained herein shall remain in effect for a period of two (2) years following the completion of the Design Work and the termination of MCM Design's and Assignor's association with Assignee. Termination of this Agreement and Assignment shall not limit any Party from pursuing any other remedies available to it, including injunctive relief.

Provided, however, that all confidentiality, ownership, and assignment provisions shall survive any completion, expiration, or other termination of this Agreement and Assignment until such obligations expire according to their terms, and shall bind the Parties and their legal representatives, survivors, and assigns.

11. **Remedies.** In the event any Party fails or refuses to carry out any of its obligations under this Agreement and Assignment, or in the event any Party commits, causes, or creates a breach of or default under the terms and provisions of this Agreement and Assignment, the aggrieved Party(ies) may seek enforcement of this Agreement and Assignment or any of its terms or conditions in the Court (as that term is defined hereinbelow), and may seek any and all appropriate relief, at law or in equity, including injunctive relief, specific performance, and/or damages, each as allowed or permitted by applicable law. If the aggrieved Party is a "Prevailing Party" in such judicial proceedings (as that term is defined herein below), then it will be entitled to recover as part of any judgment or order for relief its reasonable attorneys' fees, costs, and expenses incurred in initiating and maintaining such proceeding, including any such fees, costs, and expenses incurred as a result of any appeal or appeals thereof or therefrom, and also including the costs and expenses of the services of any person ordered or authorized by the Court to carry out the acts otherwise required from the breaching or defaulting Party(ies) who/which has failed to perform as required by this Agreement and Assignment. A Party will be considered to be a "Prevailing Party" hereunder if it obtains a substantial and material part of the relief sought in the proceeding. The Court will determine, in its discretion, whether a Party is a Prevailing Party under this definition, and all Parties, without waiving any right to appeal, agree to be bound by the Court's determination on that issue. No Party shall have any right to arbitration or to seek arbitration under this Agreement and Assignment.

12. **Severability.** In case any one or more of the provisions contained in this Agreement and Assignment shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the other provisions hereof shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement and Assignment shall for any reason be held to be excessively broad as to geographic or durational scope, it shall be construed, by

limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

13. **Amendment.** This Agreement and Assignment embodies the entire agreement between the Parties with respect to the subject matter expressed herein and any amendments or modifications shall be effective only if contained in a writing signed by all Parties. The use of the masculine gender shall be interpreted to mean the feminine whenever appropriate in the context, and the use of headings herein is for purposes of convenience only, not interpretation.

14. **Governing Law; Choice of Forum.** This Agreement and Assignment shall be governed by and construed in accordance with the laws of the State of Pennsylvania. In the event of any dispute under this Agreement and Assignment, the State of Pennsylvania shall have personal jurisdiction over all Parties hereto, and venue for any such suit will lie in a State or Federal court for the City of Lebanon, Pennsylvania ("Court").

15. **Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by overnight courier or overnight mail, delivery signature required, to Assignee, to MCM Design, or to Assignor at the addresses identified at the beginning of this Agreement and Assignment.

16. **No Waiver.** No waiver by a Party of any breach hereunder by another Party shall be deemed or construed as a waiver of the continuation of such breach or of any other breach.

17. **Triplicate Originals.** This Agreement and Assignment will be signed and executed by the Parties hereto in triplicate originals, each copy of which, when so fully executed, will be deemed an original hereof, but all of which, when taken together, will constitute one and the same document.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Agreement and Assignment on behalf of Assignor, has caused this Agreement and Assignment to be executed and delivered on his behalf as stated below.

FRED MARCONI

Signature: Fred Marconi

Date: JAN 31, 2011

State of New York)

County of Albany)SS:

On this, the 31st day of January, 2011, before me, the undersigned person, a notary public, personally appeared Fred Marconi, known to me (or satisfactorily proven) to be the person whose name is subscribed above, and did acknowledge the execution of the foregoing Agreement and Assignment on behalf of said Assignor.

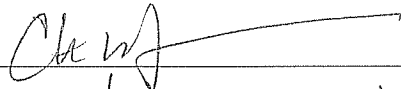
In witness hereof, I hereunto set my hand and official seal.

Kristy Lynne Springer
Notary Public
My commission expires: August 04, 2012

KRISTY LYNNE SPRINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6190946
Qualified in Albany County
My Commission Expires August 04, 2012

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Agreement and Assignment on behalf of MCM Design, Inc., has caused this Agreement and Assignment to be executed and delivered on its behalf as stated below.

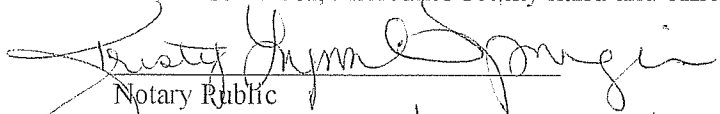
MCM DESIGN, INC.

Signature: 
Name: Christine Marconi
Title: President
Date: 1/31/2011

State of New York)
)SS:
County of Albany)

On this, the 31st day of January, 2011, before me, the undersigned person, a notary public, personally appeared Christine Marconi, known to me (or satisfactorily proven) to be the person whose name is subscribed above, and did acknowledge the execution of the foregoing Agreement and Assignment on behalf of MCM Design, Inc.

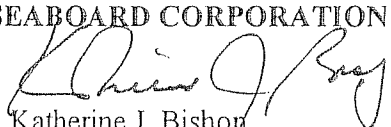
In witness hereof, I hereunto set my hand and official seal.


Notary Public
My commission expires: August 04, 2012

KRISTY LYNNE SPRINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6190946
Qualified in Albany County
My Commission Expires August 04, 2012

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Agreement and Assignment on behalf of Assignee, has caused this Agreement and Assignment to be executed and delivered on its behalf as stated below.

LEBANON SEABOARD CORPORATION

Signature: 
Katherine J. Bishop
President, CEO, and Chairperson

Date: 2/21/2011

State of Pennsylvania)
County of Lebanon)SS:

On this, the 21 day of February, 2011, before me, the undersigned person, a notary public, personally appeared Katherine J. Bishop, known to me (or satisfactorily proven) to be the person whose name is subscribed above, and did acknowledge the execution of the foregoing Agreement and Assignment on behalf of said Assignee.

In witness hereof, I hereunto set my hand and official seal.



Notary Public

My commission expires: Apr. 14, 2011

