

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confidentiality Agreement and Intellectual Property Rights Assignment
CONVEYING PARTY DATA	
Name	Execution Date
David R. Howland	11/02/1988
RECEIVING PARTY DATA	
Name:	Nova Controls
Street Address:	3798 Round Bottom Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45244
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11437481
CORRESPONDENCE DATA	
Fax Number:	(513)421-7269
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-241-2324
Email:	mkyle@whepatent.com
Correspondent Name:	WOOD, HERRON & EVANS, LLP
Address Line 1:	441 Vine Street
Address Line 2:	2700 Carew Tower
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	NOVC-19
NAME OF SUBMITTER:	Wilfred S. Gaines
Total Attachments: 3	
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CONFIDENTIALITY AGREEMENT AND
INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

The undersigned, in partial consideration of my employment by Nova Controls, a general partnership, and any of the successors to the business thereof (collectively, the "Company"), agrees as follows:

1. Any and all proprietary or confidential information or trade secrets in which the Company has an interest, including, without limitation, inventions, drawings, blueprints, specifications, processes, formulas, designs, ideas, computer programs, software, data, know-how, correspondence, management studies, customer lists, purchasing and marketing information, and all other communications, oral or written, disclosed or provided to me during the term of my employment with the Company (the "Proprietary Information") shall be subject to the following obligations:

(a) I shall keep all Proprietary Information confidential and shall not, without the prior written consent of the Company, disclose any Proprietary Information to any third party or use any proprietary information for my benefit or the benefit of any third party, either during or after the term of my employment with the Company; and

(b) All Proprietary Information shall belong to, and be the sole and exclusive property of, the Company. Immediately upon the request of the Company, or upon the termination of my employment with the Company, whichever occurs first, I shall return all tangible Proprietary Information, and all copies thereof, to the Company.

2. I shall not disclose to the Company or use for the benefit of the Company any proprietary information of any third party disclosed to me in confidence and trust by sources other than the Company, such sources to specifically include, but not to be limited to, former employers. If I am in doubt as to the status of any information which may be, or is alleged to be, proprietary information of a third party, I shall refer to the President of the Company the question of whether such information is available for disclosure and use for the benefit of the Company.

3. The foregoing obligations of confidentiality and non-use shall not apply to:

(a) information known to me prior to the commencement of my employment with the Company and not obtained or derived, directly or indirectly, from the Company or from any third party, or, if so obtained or derived, not subject in either case to confidential or non-use obligations;

(b) information which is or becomes public or available to the general public or generally known in the Company's industry otherwise than through my act or default; or

(c) information obtained subsequent to the commencement of my employment with the Company from a third party who is lawfully in possession of such information and which is not subject to any confidential or non-use obligations of such third party owed to the Company or any other third party.

4. This Agreement shall not be terminated or altered by changes in the terms and conditions of my employment with the Company and shall survive the termination of such employment.

5. I shall promptly and fully disclose to the Company all inventions, designs, developments, improvements, and discoveries, including, without limitation, anything that may be deemed to be Proprietary Information if it was disclosed or provided to me, (the "Intellectual Property") that I conceive or develop during the term of my employment with the Company, whether individually or jointly in collaboration with others, which pertain or relate to the business of the Company, or to any research or development carried on by the Company, during such period, whether or not conceived or developed during my regular working hours, and shall thereafter keep the Company fully informed at all times of the status of the conception or development thereof and any improvements, corrections, or enhancements thereto.

6. (a) Any and all Intellectual Property conceived or developed by me, either individually or jointly in collaboration with others, during the term of my employment with the Company, shall belong to, and be the sole and exclusive property of, the Company.

(b) All rights in any and all Intellectual Property conceived or developed by me during the term of my employment with the Company, including, without limitation, patents and copyrights applicable to such Intellectual Property, shall constitute "works made for hire" and shall be assigned promptly by me to the Company, and I shall execute

and deliver to the Company all documents and instruments reasonably necessary to memorialize such assignment. I shall, both during and after the term of my employment with the Company, at the Company's expense, (i) assist the Company in obtaining a patent with respect to any and all Intellectual Property conceived or developed by me during the term of my employment with the Company that is patentable and a copyright registration with respect to any and all such Intellectual Property that is copyrightable, and (ii) shall execute all documents and instruments and do all things as may be requested by the Company to obtain such patents or copyright registrations, vest the Company with full and exclusive title thereto, and protect such patents and copyrights against infringement by others.

(c) This Section 6 shall not apply to Intellectual Property, or rights therein, derived from my activities or employment prior to the time I commenced employment with the Company.

(d) This Section 6 shall not require me to assign to the Company any of my rights in any Intellectual Property that I conceive or develop entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information, except for Intellectual Property that either (i) relates, at the time that such Intellectual Property is conceived or developed, to the Company's business or to actual or demonstrably anticipated research or development of the Company, or (ii) results from any work performed by me for the Company.

Also - See
Attached Motor concept _____ *David R. Howland* *11/2/88*
(Signature)

DAVID R. Howland
(Printed Name)

230 Campus drive
(Address)

APT 04, CA 95003
(City, State, Zip)
Date: _____

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