

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Witold Neter	01/26/2007
RECEIVING PARTY DATA	
Name:	Mold & Hotrunner Technology AG
Street Address:	Dr. Ruben Rausing Strasse 7
City:	Hochheim am Main
State/Country:	GERMANY
Postal Code:	D65329
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13133262
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	WSP292US
NAME OF SUBMITTER:	Michael L. Dunn
Total Attachments: 21 source=WSA101USAssignmentRecordation#page1.tif source=WSA101USAssignmentRecordation#page2.tif source=WSA101USAssignmentRecordation#page3.tif source=WSA101USAssignmentRecordation#page4.tif	

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EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated as of January 26, 2007, is by and between **MOLD & HOTRUNNER TECHNOLOGY AG** ("Company") and **WITOLD NETER**, a resident of Georgia with a residence of 62 Shadow Lake Trail, Newnan, Georgia, USA 30265 (the "Employee").

RECITALS:

WHEREAS, the Company and the Employee have previously entered into an employment agreement and an accompanying non-solicitation and confidentiality agreement as well as an employee invention agreement, all of them dated August 1, 2005, and

WHEREAS, both the Company and the Employee desire to enter into a new employment agreement whereby the Company shall engage and retain Employee as an employee of the Company in accordance with the terms of this Agreement, and Employee desires to accept such employment on such terms;

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, it is hereby agreed as follows:

AGREEMENTS:

1. Termination of Prior Employment Agreement. The Employment Agreement including the accompanying non-solicitation and confidentiality agreement (the "Non-Solicitation and Confidentiality Agreement") and the employee invention agreement (the "Employee Invention Agreement") by and between the Company and the Employee, all of them dated August 1, 2005. The Employment Agreement is hereby terminated and is null, void and of no further effect, while the Non-Solicitation and Confidentiality Agreement as well as the Employee Invention Agreement shall remain in effect as set forth in Paragraph 4 below.

2. Employment and Duties. (a) The Company hereby employs Employee as:

(i) Director for Technical Strategy;

(ii) a Chief Technical Officer for MHT USA, LLC., a wholly-owned subsidiary of the Company ("MHT USA"); and

(iii) in such other capacities as may be assigned by the Company. Employee will report to the President of the Company or such other person with managerial responsibility for the operations of the Company. The Employee shall devote the Employee's best efforts and all of the Employee's business time and attention to the business and affairs of the Company and MHT USA and shall diligently, faithfully and competently perform the Employee's duties and responsibilities hereunder.

Notwithstanding anything herein to the contrary, for MHT USA, the Employee shall have no authority, directly or indirectly, to approve, authorize or otherwise effect any of the actions set forth on Exhibit A attached hereto and made a part hereof without the specific approval of the Board, as and which such Exhibit A may be amended by the Board from time to time. Employee hereby accepts this employment upon the terms and conditions herein contained and agrees to devote Employee's time, attention and best efforts to promote and further the business of the Company.

(iv) Employee shall faithfully adhere to, execute and fulfill policies established by the Company which do not violate the laws of the jurisdiction where performed.

(v) Employee shall not, during the term of Employee's employment hereunder, be engaged in any business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. However, the foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require his services in the operation or affairs of the enterprises in which such investments are made nor violate the terms of Section 4 hereof.

(b) Company Responsibilities. The Company is responsible for:

(i) determining the necessity and using its diligent efforts, together with the Employee, to obtain all necessary work permits in all countries outside the United States of America (USA) where the Company may require the Employee to perform services; and

(ii) not requiring that Employee relocate his permanent residence from Newnan, Georgia, USA where an optional work office can be organized; and

(iii) using its diligent efforts, together with the Employee, to ensure that Employee does not spend more than 180 days outside the United States of America in performing his duties hereunder.

3. Compensation. For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) Base Salary. Beginning on the term of this Agreement, the base salary payable to Employee shall be One Hundred Twenty Thousand USA Dollars and No Cents (\$120,000.00) per year (the "Base Salary"), payable from MHT USA's payroll on a regular basis in accordance with applicable standard payroll procedures and subject to mandatory deductions and withholdings.

(b) Perquisites, Benefits and Other Compensation. During the term of this employment hereunder, the Employee shall be entitled to receive additional benefits and compensation from the Company in such form and to such extent as specified below:

- (i) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of his services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.
- (ii) Six weeks of paid vacation per year, plus paid (USA) holidays on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Employee shall be entitled to up to two weeks of supplementary vacation per year without pay.
- (iii) The Company shall provide with a monthly stipend of \$2,500 which the Employee hereby agrees to use toward the purchase of private medical insurance coverage [Options for health insurance coverage in both the US and Germany to be checked by MHT].
- (iv) The Company shall pay to the Employee in addition to Base Salary a sales commission of 0.4 % of all gross sales of the Company's products. The Company shall pay the commission twice a year in arrears of thirty (30) days after the end of each calendar half. The Company shall submit a sales report to the Employee. The Employee shall be entitled to annually receive, no later than one week after the financial statement of MHT AG for the respective financial year has become final and binding, a copy of an excerpt from such financial statement which contains the data required by the Employee to satisfactorily verify the correctness of the determination by the Company of the amount of the annual Commission paid or to be paid. The Commission will continue to be paid to the Employee, or his estate, until the third anniversary of the date on which the termination of this Agreement pursuant to Paragraphs 5(a) (death), 5(b) (disability), 5(d) (termination by Employee for cause) or 5(e) (termination by Company without cause) has become effective. In all other cases of termination, payment of the Commission shall end by the date the termination of this Agreement becomes effective (and in case of a termination becoming effective during a financial year be calculated on a *pro rata temporis* basis), except as set forth in paragraph 5(c).

4. Non-Competition and Confidentiality Agreement and Employee Invention Agreement. Employee recognizes that the Company's willingness to enter into this Agreement and agreement to provide Employee with Confidential Information is based in material part on Employee's continual adherence to the provisions of the Non-Solicitation and Confidentiality Agreement and the Employee Invention Agreement previously executed as of the 1 day of August, 2005, which remain in effect, and that Employee's breach of the provisions of the Non-Solicitation and Confidentiality Agreement and/or the Employee Invention Agreement could materially damage the Company.

In case of termination by the Company without cause, the Non-Solicitation Covenant 4(b)(i)(ii) will be void as soon as the company discontinues paying base salary, monthly stipend and sales commission after termination of the employment. The Company and Employee have previously agreed that certain proprietary information developed by the Employee prior to entering into an Employment Agreement would remain as exclusive property of Employee.

5. Term: Termination: Rights on Termination. The term of this Agreement shall begin on January 26, 2007 and continue for a period of three years, i.e. until January 26, 2010. The aforementioned term shall automatically be extended for one additional year on January 26, of each year thereafter, i.e. beginning with January 26, 2010 (each anniversary being referred to as an "Anniversary"), unless either party notifies the other, in writing, on or before the thirtieth day prior to such Anniversary that he or it does not desire to renew the Agreement, in which event the Agreement will terminate on such subsequent Anniversary. The aforementioned notification shall have the legal consequences set forth in Paragraph 5(e) 3rd, 4th, and 5th sentence, Paragraph 3(b)(iv) (last sentence but one) and Paragraph 6(b), if such notice is made by the Company. If the aforementioned notification is made by the Employee, it shall have the legal consequences set forth in Paragraph 5(f) 3rd and 4th sentence, Paragraph 3(b)(iv) (last sentence) and Paragraph 6(c).

This Agreement and Employee's employment may – with any such legal consequences as set forth in this Paragraph 5 and in Paragraph 6 below – also be terminated in any one of the following ways:

(a) *Death.* The death of the Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate. However, the commission due to Employee pursuant to Paragraph 3(b)(iv) will be paid to Employee's estate.

(b) *Disability.* If, as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from full-time duties hereunder for three consecutive months, and is unable to perform the essential functions of his position, with or without reasonable accommodations, then 30 days after receiving written notice (which notice may occur before or after the end of such three-month period, but which shall not be effective earlier than the last day of such three (3) months period plus thirty (30) days), the Company may terminate Employee's employment hereunder provided Employee is unable to resume full-time duties at the conclusion of such notice period. Also, Employee may terminate his employment hereunder if his health should become impaired to an extent that makes the continued full performance of his duties hereunder hazardous to his physical or mental health or Employee's life, provided that Employee shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that, at the Company's request made within 30 days of the date of such written statement, Employee shall submit to an examination by a doctor selected by the Company who is reasonably acceptable to Employee or Employee's doctor and such Company doctor shall have concurred in the conclusion of Employee's doctor.

If this Agreement is terminated as a result of Employee's disability, Employee shall receive from the Company, upon signing and not revoking a complete release of all claims in favor of the Company, severance equal to six months' Base Salary, at the rate then in effect, payable each month during the six months period immediately following termination in accordance with the Company's standard payroll procedures and Employee shall not be entitled to any other damages as a result of such termination. Provided, however the waiver or claims shall not include the commission set forth in Paragraph 3(b)(iv).

(c) *By Company For Cause.* The Company may terminate this Agreement 10 days after written notice to Employee for cause, "cause" shall be defined for purposes of this Agreement as: (i) Employee's material breach of this Agreement; (ii) Employee's dishonesty, fraud or misconduct with respect to the business or affairs of the Company and/or MHT USA which materially and adversely affects the operations or reputation of the Company and/or MHT USA. In the event of a termination for cause, as enumerated above, the Company shall pay to the Employee his then current Base Salary and benefits accrued, and any expenses for which the Employee is entitled to be reimbursed, up to and including the effective date of such termination. The employee shall be entitled to payment of sales commission for a period of six months after such a termination has been declared by the company. The Employee shall not be entitled to any other salary, bonus, benefits, severance or other compensation as a result of termination pursuant to this Paragraph 5(c).

(d) *By Employee For Cause.* Similarly, Employee may terminate this Agreement ten (10) days after written notice to Employer for cause, which shall be Employer's material breach of this Agreement. In the event of this termination, the Company will loose the exclusive rights to use any technical solutions proposed by Employee or licensed to the Company as set forth in § 6 unless agreed otherwise between the parties to this Agreement.

(e) *By Company Without Cause.* At any time during the Term, the Company may, without cause, terminate this Agreement and Employee's employment. The Company shall provide Employee not less than 90 days advance written notice of any such termination and the first date of effectiveness of such termination without cause shall be the third anniversary of the date hereof. Should Employee be terminated by the Company without cause during the Term, Employee shall receive from the Company, upon signing and not revoking a release of all claims against the Company, severance equal to the sum of three months' Base Salary at the rate then in effect payable each month during the three months' period immediately following termination in accordance with the Company's standard payroll procedures and shall not be entitled to any other damages as a result of such termination. The Employee shall not be entitled to any other salary, bonus, benefits, severance or other compensation as a result of termination pursuant to this Paragraph 5(e). The Company will, however, loose exclusive rights to use any technical solutions proposed by Employee and the right to use any Employee Proprietary Information unless agreed otherwise between the parties to this Agreement.

(f) *By Employee Without Cause.* At any time during the Term, the Employee may, without cause, terminate this Agreement and Employee's employment. The Employee shall provide the Company at least 60 days advance written notice of a voluntary termination of employment. If Employee resigns or otherwise terminates his employment without cause pursuant to this Section 5(f), the Company shall pay to the Employee his then current Base Salary and benefits accrued, and any expenses for which the Employee is entitled to be reimbursed, up to and including the effective date of such termination.

The Employee shall not be entitled to any other salary, bonus, benefits, severance or other compensation as a result of termination pursuant to this Paragraph 5(f).

(g) After at least 3 years from the date of this agreement, employee may elect (with minimum 6 months prior notice) to work for the Company as part time employee with not less than 50% of the regular working hours. This elected part time employment will not be used as a base for termination of the employment agreement or any Company obligations. However, total compensation will be reduced proportionally to the working time. Sales commission will be reduced proportionally after one year after election of part time.

6. License of Employee's Technology and Proprietary Information. The Employee is the owner of certain ideas, which are set forth in the category "Conceived Ideas" on page 3 on Exhibit A to the Employee Invention Agreement (hereinafter collectively referred to as the "Employee Proprietary Information"). Such Exhibit A also includes certain patents previously assigned or transferred to others, (see categories "Assigned Patents" and "Pending Patents" therein).

(a) Employee, in consideration of the receipt of the sales commission set forth in Paragraph 3(b)(iv) herein, does hereby grant to the Company an exclusive license to use, incorporate and market in its products and services all current and previously unassigned Employee Proprietary Information (i.e. those mentioned, and declared as unassigned, in the category "Conceived Ideas" on page 3 of Exhibit A to the Employee Invention Agreement).

(b) The license granted in Paragraph 5(a) shall expire upon the effectiveness of a termination of this Agreement pursuant to Paragraphs 5(a) (death), 5(b) disability, 5(d) (termination by Employee for cause) or 5(e) (termination by Company without cause).

(c) The license granted in Paragraph 6(a) shall, however, not expire, but, to the extent legally permissible, continue to remain in full effect in such unlimited and exclusive form as described in Paragraph 6(a) for an indefinite period of time in case of, and in consideration for, the termination of this Agreement pursuant to Paragraphs 5(c) (termination by Company for cause) or 5(f) (termination by Employee without cause)..

(d) Upon termination of this Agreement pursuant to Paragraphs 5(a) (death) or 5(b) (disability) the Company shall have the first right to enter into a continuing license for the use of the Employee Proprietary Information with the Employee or the personal representative of the Employee's estate, on terms and conditions mutually acceptable to the Company and the Employee or the personal representative of Employee's estate.

7. Return of Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the Company or any of its Affiliates or the representatives, vendors or customers thereof that pertain to the business of the Company or any of its Affiliates shall be and remain the property of the Company or such Affiliates, as the case may be, and be subject at all times to the discretion and control thereof. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company or any Affiliate of the Company that are collected or held by Employee shall be delivered promptly to the Company or such Affiliate, as the case may be, without request by such party, upon termination of Employee's employment, without regard to the cause or reasons for such termination. Upon the request by Employee, on the date of expiration of the licence pursuant to Paragraph 6 above or at any time thereafter, the Company shall return to the Employee all documents and documentation relating to Employee Proprietary Information.

8. Assignment: Binding Effect. The parties acknowledge and agree that the covenants, terms and provisions contained in this Agreement constitute a personal employment contract and the rights and obligations of the parties hereunder cannot be transferred, sold, assigned, pledged or hypothecated, except that the rights and obligations of the Company under this Agreement may be assigned or transferred pursuant to a sale of the business, merger, consolidation, share exchange, sale of substantially all of the Company's assets, or other reorganization, or through liquidation, dissolution or otherwise, whether or not the Company is the continuing entity, provided, however, that such assignment or transfer shall in any event not otherwise change or amend the rights and obligation of the parties hereunder.

Employee understands that Employee has been selected for employment by the Company on the basis of his personal qualifications, experience and skills and the Employee may not assign his performance obligations hereunder, but may assign any residual rights to the Employee Proprietary Information with the Company's prior written consent which consent shall not be unreasonably withheld. This Agreement is binding on the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

9. Complete Agreement. This Agreement including Exhibit A attached hereto supersedes all prior oral or written agreements by and between the Company and Employee. Other than this Agreement including Exhibit A attached hereto and the Non-Solicitation and Confidentiality Agreement and the Employee Invention Agreement, Employee has no oral understandings or agreements with the Company or any of its affiliated entities, or any of the Company's or any affiliate's officers, directors or representatives covering the same subject matter as this Agreement. This written Agreement including Exhibit A attached hereto is the final, complete and exclusive statement and expression of the agreement between the Company and Employee and of all the terms of this Agreement, and it cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by writing signed by the party waiving the benefit of such term.

10. Notice. Whenever any notice is required hereunder it shall be given in writing addressed as follows:

If to the Company: Mold & Hotrunner Technology AG
Dr. Ruben Rausing Strasse 7
Hochheim am Main D 65239
Attn: Christoph Kückels

If to the Employee: Mr. Witold Neter
62 Shadow Lake Trail
Newnan, Georgia 30265

Notice shall be deemed given and effective three days after the deposit in the national mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 10.

11. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

The Section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or any part hereof.

12. Governing Law; Venue. This Agreement shall be covered by, construed, applied and reinforced in accordance with the internal laws of the State of Georgia, without regard to conflicts of law provisions. The parties agree that any action or proceeding to enforce or arising out of this Agreement shall be commenced in the state courts, or in the United States District Court, in Atlanta, Georgia. The parties consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon Forum Non Conveniens. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any action under this Agreement in any other jurisdiction.

13. Provisions Which Survive the Termination of this Agreement. Paragraphs 3(b)(iv), 4, 5, 6 and 7 shall survive the termination of this Agreement to the extent set forth therein.

14. Conflict with Other Agreements. To the extent that any of the provisions of this Agreement shall conflict with the terms and conditions of the Non-Solicitation and Confidentiality Agreement or the Employee Invention Agreement, the terms and conditions of this Agreement shall control.

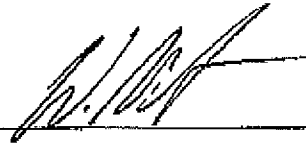
15. Governing Law. This Agreement shall in all respects be construed according to the laws of the State of Georgia.

COMPANY

MOLD & HOTRUNNER TECHNOLOGY AG



EMPLOYEE:



WITOLD NETER

Witold Neter

62 Shadow Lake Trail, Newnan, GA 30265

08/03/05

US6770239

Method for localized preform cooling outside the mold

Oueslati; Faisal (Mississauga, CA); Brand; Tiemo (North York, CA); Neter; Witold (Newnan, GA)

Husky Injection Molding Systems Ltd. (CA)

US6817855

Apparatus for post mold cooling of plastic pieces

Unterlander; Richard M. (Holland Landing, CA); Neter; Witold (Newnan, GA); Romanski; Zbigniew (Mississauga, CA); Arnott; Robin A. (Alliston, CA)

Husky Injection Molding Systems Ltd. (CA)

Pending Patents

(Already assigned to Husky Injection Molding Systems Ltd.)

- Clamp tonnage control using feedback signal received from the mold stack (increasing effectiveness of the vents under significantly lower tonnage)
- Preform external gripper for Husky Cool-Pick™
- New valve gate stem design

Conceived Ideas

(No Assignment)

- Post-mold cooling apparatus for extended cooling treatment of the plastic parts (multilevel configuration with internal and external cooling capabilities)
- Post-mold cooling without direct contact with preform (allowing stress-free shrinkage process)
- Post-mold device for loading preform into a cooling tube without gate stretching defect
- Selected cooling to control dynamics of volumetric shrinkage process during post-mold cooling of the plastic parts
- Mold cooling improvements to reduce plastic part deformations due to de-molding and handling
- Post-mold cooling of the preform thread to improve its dimensional stability
- Vibration monitoring to determine mold and post-mold cooling effect
- Cooling circuitry cleaning machine for mold and post-mold devices
- Automated mold cleaning using customized head attached to the EOAT
- Control of the valve gate stem position to maintain its optimal thermodynamic conditions
- Low shear valve gate design for increased plastic injection rate (reduced cycle time)

08/03/05

SCHEDULE A

Assigned Patents

US6464919

Device and method for temperature adjustment of an object
Dubuis; David (Algrange, FR); Neter; Witold (Newnan, GA)
Husky Injection Molding Systems, Ltd. (CA)

US6422855

Device for temperature adjustment of an object
Dubuis; David (Algrange, FR); Neter; Witold (Newnan, GA)
Husky Injection Molding Systems, Ltd. (CA)

US6315543

Detection and removal system for reducing cycle time of an injection molding apparatus
Lausenhammer; Manfred (Konz Niedermemming, DE); Mai; Arnold (Irel, DE); Oster; Frank (Landscheid, DE); Klang; Stephan (Saarbruecken, DE); Mertes; Sven (Luxembourg, BE); Neter; Witold (Newnan, GA); Luong; Hal (Scarborough, CA); Brand; Tiemo (North York, CA)
Husky Injection Molding Systems, Ltd. (CA)

US6475415

Preform post-mold cooling method and apparatus
Neter; Witold (Don Mills, CA); Queslatti; Faisal (Mississauga, CA); Brand; Tiemo (North York, CA); Elliott; Gordon (Etobicoke, CA); Unterlander; Richard (Holland Landing, CA); Olaru; Gheorghe (Toronto, CA)
Husky Injection Molding Systems, Ltd. (CA)

US6558598

Post-mold cooling method
Neter; Witold (Don Mills, CA); Queslatti; Faisal (Mississauga, CA); Brand; Tiemo (North York, CA); Elliott; Gordon (Etobicoke, CA); Unterlander; Richard (Holland Landing, CA); Olaru; Gheorghe (Toronto, CA)
Husky Injection Molding Systems, Ltd. (CA)

US6171541

Preform post-mold cooling method and apparatus
Neter; Witold (Don Mills, CA); Queslatti; Faisal (Mississauga, CA); Brand; Tiemo Dietmar (North York, CA); Elliott; Gordon R. (Etobicoke, CA); Unterlander; Richard Matthias (Holland Landing, CA); Olaru; Gheorghe (Toronto, CA)
Husky Injection Molding Systems Ltd. (CA)

US6475422

Preform post-mold cooling method and apparatus

Witold Neter

62 Shadow Lake Trail, Newman, GA 30265

08/03/05

Neter; Witold (Don Mills, CA); Oueslati; Faisal (Mississauga, CA); Brand; Tiemo Dietmar (North York, CA); Elliott; Gordon R. (Etobicoke, CA); Unterlander; Richard Matthias (Holland Landing, CA); Olaru; Gheorghe (Toronto, CA)
Husky Injection Molding Systems, Ltd. (CA)

US6488878

Preform post-mold cooling method and apparatus

Neter; Witold (Don Mills, CA); Oueslati; Faisal (Mississauga, CA); Brand; Tiemo Dietmar (North York, CA); Elliott; Gordon R. (Etobicoke, CA); Unterlander; Richard Matthias (Holland Landing, CA); Olaru; Gheorghe (Toronto, CA)
Husky Injection Molding Systems, Ltd. (CA)

US6299431

Cooling apparatus for injection molding machines

Neter; Witold (Newnan, GA)
Husky Injection Molding Systems Ltd. (CA)

US6461556

Post-mold cooling method and apparatus

Neter; Witold (Newnan, GA)
Husky Injection Molding Systems, Ltd. (Bolton, CA)

US6663813

Method for cooling molded articles

Neter; Witold (Newnan, GA)
Husky Injection Molding Systems Ltd. (CA)

US6737007

Cooling tube with porous insert

Neter; Witold (Newnan, GA); Niewels; Joachim Johannes (Thornton, CA); Unterlander; Richard Matthias (Nobleton, CA); Uracz; Tomasz (Everett, CA); Romanski; Zbigniew (Mississauga, CA)
Husky Injection Molding Systems, LTD (Bolton, CA)

US6139789

Compact post-mold cooling device and method for thermally conditioning molded articles

Neter; Witold (Newnan, GA); Oueslati; Faisal (Mississauga, CA); Olaru; Gheorghe (Toronto, CA) Husky Injection Molding Systems Ltd. (CA)

US6332770

Apparatus for localized preform cooling outside the mold

Oueslati; Faisal (Mississauga, CA); Brand; Tiemo (North York, CA); Neter; Witold (Newnan, GA)
Husky Injection Molding Systems, Ltd. (Bolton, CA)

EXHIBIT A
to the Employment Agreement
by and between MOLD & HOTRUNNER TECHNOLOGY AG and WITOLD NETER

Actions Requiring MHT USA's Board of Managers' Consent

The following actions require the approval of MHT USA's Board of Managers:

- Amending MHT USA's Certificate of Formation or Operating Agreement.
- Changing the name of MHT USA.
- Changing the total number of members of the Board or removing any Board member.
- Changing the number of executive officers, the duties, rights, responsibilities and compensation for such executive officers and hiring and/or firing such officers.
- Hiring or firing any employee with an annual gross income exceeding \$60,000.
- Increasing the authorized equity, issuing, allotting or redeeming any equity, debentures or warrants, granting any options over the equity, approving the terms of a public issue, if any, or approving or disapproving any transfer of equity.
- Authorizing and paying any dividends.
- Entering into any contracts for the purchase of inventory or similar assets exceeding \$40,000, as well as any contracts (whether sales, services or other) with customers not provided for in the business strategy and policies or the operating plan for MHT USA.
- Executing any contracts with related parties (e.g., family members of any officers, etc.).
- Changing the registered office or the registered agent of MHT USA.
- Creating, granting or permitting any lien, charge or encumbrance on any of the assets of MHT USA.
- Selling, leasing, transferring, licensing or in any way disposing of any assets of MHT USA, other than sales of inventory or the payment of accounts payable in the ordinary course of business.
- Approving, authorizing or engaging in any merger, consolidation, reorganization, recapitalization, sale of assets, liquidation or other transaction, or engaging an investment banker to explore any of the foregoing.

- Acquiring or selling any equity, securities, debentures or bonds in any other company, or engaging an investment banker to explore any of the foregoing.
- Borrowing any monies or obtaining any advance or credit or permitting any indebtedness of MHT USA in one transaction or series of transactions (other than ordinary course payables) in excess of \$100,000 whether by way of issue of debentures, deposits or any other financial instruments or in any other manner whatsoever.
- Making or granting any loan or advance to (i) employees exceeding \$5,000 or (ii) any third party (i.e., any person or entity not affiliated with MHT AG), excluding, however, advance payments/prepayments to suppliers.
- Recommending, giving or renewing any guarantee, indemnity or security in respect of obligations of MHT USA or of any third parties.
- Delegating the authority or any of the powers of the Board to any individual or committee.
- Approving or adopting the business strategy and policies, operating plan and budget and annual financial statements of MHT USA.
- Modifying MHT USA's nature of business or scope of business whether by internal expansion, acquisition, divestment, merger or other business combination or otherwise.
- Appointing and removing the auditors of MHT USA.
- Incurring any capital expenditure in any one financial year or of the approved capital expenditure budget for that year, whichever is lower, unless provided for in the business strategy and policies or the operating plan for MHT USA.
- Commencing or defending or settling any legal or arbitration proceeding by or against MHT USA.
- Adopting or changing any accounting policies/period for preparation and presentation of the financial statements of MHT USA, or changing the accounting year-end.
- Entering into any contracts for or giving any undertaking (not specifically enumerated in the foregoing) for amounts in excess of \$20,000 or entering into any long-term contracts with a minimum duration exceeding two years and/or termination with more than six (6) months notice only.
- Otherwise effecting, approving or authorizing any transaction not specifically enumerated in the foregoing which is not in the ordinary course of MHT USA's business.



Mold & Hotrunner Technology /

NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

Agreement made as of this 1st day of August 2005, between Mold & Hotrunner Technology AG, with principal offices in Germany ("MHT" or the "Company") and Witold Neter, 62 Shadow Lake Trail, Newnan, Georgia, USA 30265 (the "Employee").

WHEREAS, the execution and delivery of this Agreement by the Company and the Employee is a condition to employment and Employee desires employment with the Company;

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

RESTRICTIVE COVENANTS AND CONFIDENTIALITY

1. Definitions. For purposes hereof, the term "Business of the Company" shall mean the business of a major supplier of PET preform molds. For purposes hereof, "Customer" shall mean any entity or person to whom the Company has sold products or services within (12) months prior to the end of Employee's employment with the Company.

2. Non-Solicitation of Employees. The Employee agrees that during the term of the employment and for a period of two (2) years thereafter he shall not solicit, entice, encourage or induce any person who is an employee of the Company in any sales, customer contact, programming, software design, technical support, or management capacity to cease being an employee of the Company or to become employed by or associated with any person, firm or corporation other than the Company, and the Employee shall not approach any such employee for such purpose or authorize or knowingly approve the taking of such actions by any other person, firm or corporation or assist any such person, firm or corporation in taking such action.

3. Disclosure of Information.

a. Employee acknowledges that, in and as a result of Employee's employment hereunder, Employee will be making use of, acquiring knowledge of and/or adding to confidential or proprietary information relating to the Company and its affiliates, including, without limitation, the Company's list of Customers and accounts, systems, procedures, policies, manuals, advertising, marketing plans, marketing strategies, trade secrets, business plans, financial data, strategies, methods of conducting business, price lists, formulas, processes, procedures, standards, know-how, manuals, techniques, technology, confidential reports and all other information, knowledge, or data of any kind or nature relating to the products, services, or business of the Company or any subsidiary, parent or other affiliate of the Company (collectively, "Confidential Information"). As a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that Employment shall not, at any time during or following the term of Employee's employment with the Company, directly or indirectly, except in furtherance of the Company business and in accordance with the Company policies, use, disseminate, divulge or disclose, for any purpose whatsoever, any Confidential Information.

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b. Upon termination of employment with the Company, whether such termination was by Employee or the Company, all documents, records, notebooks and similar repositories of, or documents containing, any Confidential Information, including, without limitation, all existing copies or extractions thereof, then in Employee's possession or in Employee's control, whether prepared by Employee or others, shall be the sole property of the Company. Upon termination, all documents, records, notebooks and similar repositories of or documents containing any Confidential Information, including all existing copies or extractions thereof, shall be promptly returned to the Company.

c. Employee agrees that any Inventions (as hereinafter defined) that Employee, alone or with others, may conceive, develop, make or perfect, in whole or in part, during Employee's employment with the Company which relate or pertain in any way to the existing or reasonably anticipated scope of any part of the Company's business, or the business of any of its subsidiaries, parents or other affiliates, or that Employee, alone or with others, may conceive, make or perfect in whole or in part, in the performance of the duties of Employee's employment with the Company, shall be promptly and fully disclosed in writing immediately by Employee to the Company (but to no other person or persons prior to procuring patents therefor, except as expressly directed by the Company). At the direction and expense of the Company, Employee shall as soon as possible perfect and register the Invention wherever registrable. All of the right, title and interest in and to any Invention shall be, and hereby is, assigned exclusively to the Company or its nominee regardless of whether or not the conception, development, making or perfection of such Invention involved the use of the Company's time, facilities or materials and regardless of where such Invention may be conceived, made or perfected and shall become automatically the sole property of the Company or its nominee. For purposes hereof the term "Inventions" shall mean inventions, discoveries, ideas, concepts, systems, works, trade secrets, know-how, intellectual property, products, processes or improvements or modifications of current products, processes or designs, or methods of manufacture, distribution, management or otherwise (whether or not covered by or able to be covered by a patent, copyright or trademark).

d. Employee expressly agrees that Employee shall not assert any rights to any ideas, inventions, discoveries, concepts, and methods, or improvements thereof or know-how related thereto, related to the Company and its business, made or acquired by Employee during and related to Employee's employment with the Company. All such ideas, inventions, discoveries, concepts, and methods, or improvements thereof shall be automatically the sole and absolute property of the Company. To that end, Employee agrees to execute the Employee Invention Agreement set forth on Exhibit A, attached hereto and incorporated herein by reference.

4. Non-Solicitation Covenant. During the course of Employee's employment with the Company, Employee will acquire additional and intimate knowledge about the Customers, financial data, price and business negotiations and business techniques of the Company, as they may now exist or as they may be developed in the future. Employee acknowledges and agrees that the Company in its offer of Employment will allow Employee to perform services for firms, corporations and other associations and business enterprises which Employee may solicit as



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Customers and in so doing, has and will utilize the Company's ideas, techniques and expertise in establishing an even greater rapport with such Customers.

In order to avoid the inadvertent disclosure of the Company's confidential matters, and as consideration for all of the benefits provided to Employee by the Company, Employee hereby covenants and agrees that:

a. during Employee's employment with the Company, Employee shall not, directly or indirectly, either individually or through others, or as a partner, employee, agent, officer, stockholder or otherwise, transact any business with, own any interest directly or indirectly in, or be associated with or employed in any capacity by or on behalf of any person, partnership, firm, corporation or other business association engaged or seeking to engage in any business or enterprise competing directly or indirectly with the Company; and

b. during Employee's employment with the Company and for one (1) year from and after the effective date of the termination of employment with the Company, Employee shall not, directly or indirectly, either individually or through others, or as a partner, employee, agent, officer, stockholder or otherwise;

i. solicit, divert, take away or attempt to take away the business of the Company's present or past Customers, or the customers of any affiliated or related companies of the Company, in any business or enterprise competing with the Company or any affiliated or related companies of the Company; or

ii. solicit, hire, employ or endeavor to employ any of the Company's employees or employees of any affiliated or related companies of the Company.

iii. customers and companies that Employee had relationship before employment with the Company are excluded from this paragraph.

For purpose of this paragraph, the reference to "employee" shall be any individual employed by the Company at the time of such hiring, solicitation or other act, or any individual so employed at any time during the twelve (12) month period preceding such hiring, solicitation or other act.

5. Accounting for Profits. Employee covenants and agrees that if Employee violates any of Employee's covenants or agreements under Sections 3 or 4 hereof, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits which Employee directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with, any such violation. Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity or under this Agreement.

6. Reasonableness of Restrictions.

a. Employee has carefully read and considered the provisions of Sections 2, 3, 4, 5 and 6 hereof and, having done so, agrees that the restrictions set forth therein



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(including, but not limited to, the time periods of restriction set forth in Sections 2, 3 and 4 hereof) are fair and reasonable and are reasonably required for the protection of the interest of the Company.

b. Employee represents that Employee's experience, capabilities and personal assets are such that this Agreement does not deprive Employee from either earning a livelihood in the unrestricted business activities which remain open to Employee or from otherwise adequately and appropriately supporting Employee and Employee's family.

c. In the event that any of the provisions of Sections 2, 3, 4, 5 or 6 shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provisions of Sections 2, 3, or 4 relating to time period and/or scope of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or scope such court deems reasonable and enforceable, said time period and/or scope of restriction shall be deemed to become and thereafter be the maximum time period and/or scope which such court deems reasonable and enforceable.

7. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the Company and Employee, and their respective heirs, personal and legal representatives, successors and permitted assigns. Employee shall have no right or power to assign this Agreement.

8. Governing Law. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Georgia.

9. Severability. The provision of this Agreement (including particularly, but not limited to, the provisions of Sections 2, 3, 4, 5 and 6 hereof) shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

10. Remedies. Employee acknowledges and agrees that a breach by Employee of the provisions of this Agreement will cause the Company irreparable injury and damage. Employee, therefore, expressly agrees that the Company shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement, or any part thereof by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee, and to secure its enforcement, in addition to any other remedy to which the Company might be entitled. Employee and the Company expressly waive the posting of any bond or surety required prior to the issuance of an injunction hereunder. However, in the event that the court refuses to honor the waiver of bond hereunder, Employee and the Company hereby expressly agree to a bond in the amount of One Hundred Dollars (\$100.00). Any and all of the Company's remedies for the breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any and all other remedies with respect to the subject matter hereof.

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11. Jury Trial. The Company and Employee hereby waive trial by Jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected or related to this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Company and Employee with respect to the engagement herein referred to, and no representations, promises agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision or subsequent breach at any other time shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

13. Notices. All notices given pursuant to this Agreement shall be deemed effectively given when hand delivered or sent by certified mail, return receipt requested, postage fully paid, to the parties last known address or such other address as the parties may designate in writing.

IN WITNESS WHEREOF, the Company and Employment have duly executed this Agreement as of the day and year first above written.

THE COMPANY:

EMPLOYEE:

Mold & Hotrunner Technology AG

By: C. Rückels

Title: CFO



Mold & Hotrunner Technology

Employee Invention Agreement

Dated: August 1st, 2005

1. In consideration of my employment by Mold & Hotrunner Technology AG ("Company"), and in consideration of compensation paid in connection with my employment, I hereby agree as follows:
2. I agree to make full and prompt disclosure to Company of all inventions, ideas, improvements, modifications, discoveries, know-how, creations, trademarks, service marks, copyrightable material, trade secrets, methods, processes, developments, and derivatives (all of which are hereinafter collectively termed "Developments") which are within the scope of Company's actual and anticipated business, including, without limitation, actual or anticipated research or development, and which are made or conceived by me alone or with others during the term of my employment, whether or not such Developments are patentable or protected as confidential information, whether or not such Developments are made or conceived during normal working hours or on the premises of Company, and whether or not such Developments are assignable to Company under the provisions of Paragraph 3 below.
3. I agree to assign and hereby assign to Company all title, interests and rights, including all intellectual property rights, in and to any and all Developments made by me alone or with others during the course of my employment which are within the scope of Company's actual and anticipated business, and agree to assign to Company any patents or patent applications arising from and other documents as Company may direct, and agree to cooperate fully with Company both during and after the term of my relationship, to enable Company to secure, enforce, defend and maintain rights in said Developments in any and all countries. However, my agreement to assign, as set forth above, shall not apply to any inventions which were conceived and developed without the use of Company's equipment, supplies, facilities, know-how and trade secret information and which were developed entirely on my own time, unless (a) the intentions relate (i) to the business of Company, or (ii) to Company's actual or anticipated research or development, or (b) the inventions result from any work performed by me for Company. I agree, however, that Company shall have a non-exclusive, fully paid license to use for all purposes any inventions within the scope of Company's actual and anticipated business but not assigned to Company under this Paragraph 3, unless such a license is prohibited by statute or by a court of last resort and competent jurisdiction.
4. I understand and agree that Company shall determine, in its sole and absolute discretion, whether and where an application for patent, for copyright, for mask work registration, or for any other intellectual property right shall be filed on any Development which is assigned to Company under this Agreement, and whether such an application shall be prosecuted or abandoned prior to issuance or registration.
5. Attached as Schedule A and incorporated herein by reference is a complete list of all Developments that I have conceived, developed or made, alone or with others, prior to my relationship with Company. The list will be submitted to the Company not later than September 1st, 2005. The parties agree that the Developments listed on Schedule A shall be excluded from this Agreement. I hereby represent and warrant, that except for those Developments identified



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and fully described in Schedule A to this Agreement, I have no present obligation to assign to any former employer, or any other non-Company person, corporation, company or firm, any Developments.

6. I acknowledge that all works of authorship, copyrightable material, and all mask works that fall within the scope of my relationship are owed by Company and are works made for hire. Accordingly, I agree to assign and hereby assign to Company any and all copyright rights and mask work registration rights, and all other mask work rights (except as may be exempted from assignment under Paragraph 3 above) in all material prepared by me during the term of my engagement which relates directly to the business of Company, or to Company's actual or anticipated research or development, or which was prepared with equipment, supplies, facilities, trade secrets or know-how of Company.

7. In the event that my Employment is transferred by Company to a subsidiary or affiliated company (as they case may be), I shall, if requested by Company, execute an agreement having terms substantially similar in substance to the terms of this Agreement. Upon the execution of such agreement, Developments arising from my employment with Company shall continue to be governed by the terms of this Agreement, while Developments arising from my relationship with such company shall be governed by my agreement with such company.

8. Notwithstanding anything contained herein to the contrary, I acknowledge and agree that Company may assign all of its rights and obligations under this Agreement, with notice to me, to a person or entity acquiring the principal assets used or useful in the operation of the Company's business or portion thereof for which I am involved.

9. I hereby given Company and its assigns permission to use my voice, image, or likeness, either during or after my engagement, with or without using my name, for whatever business purposes it deems necessary.

10. My obligations under this Agreement shall survive the termination of my Consulting Agreement or engagement regardless of the manner of such termination, and shall be binding upon my heirs, executors and administrators.

I have read and understand the terms of the above Agreement, and by my signature below agree to such terms and acknowledge the receipt of the notice (if any) required by state laws relating to the assignment of inventions in the state of my employment.

EMPLOYEE:

Date