

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Terry McElroy	07/02/2007
RECEIVING PARTY DATA	
Name:	American Science and Engineering, Inc.
Street Address:	829 Middlesex Turnpike
City:	Billerica
State/Country:	MASSACHUSETTS
Postal Code:	01821
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13446790
CORRESPONDENCE DATA	
Fax Number:	(617)443-0004
Phone:	6174439292
Email:	kwhitehouse@sunsteinlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Thomas J. Tuytschaevers
Address Line 1:	125 Summer Street
Address Line 2:	Sunstein Kann Murphy & Timbers LLP
Address Line 4:	Boston, MASSACHUSETTS 02110-1618
ATTORNEY DOCKET NUMBER:	1945/B65 (MCELROY)
NAME OF SUBMITTER:	Thomas J. Tuytschaevers
Total Attachments: 3 source=klw1945B65_EmploymentAgmt#page1.tif source=klw1945B65_EmploymentAgmt#page2.tif source=klw1945B65_EmploymentAgmt#page3.tif	

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PATENT

AS&E EMPLOYEE REPRESENTATION, RIGHTS IN DATA, AND NON-COMPETE AGREEMENT

IN CONSIDERATION OF AND AS A CONDITION OF MY EMPLOYMENT BY American Science and Engineering, Inc. of Billerica, Massachusetts ("AS&E"), I agree as follows:

1. **No Conflict.** The Employee is not a party to or in any way bound by any prior agreement, whether with a prior employer or otherwise, which could in any way prohibit Employee from becoming an employee of AS&E or from carrying out his or her obligations under this Agreement.
2. **Ownership of Intellectual Property.** AS&E will have the complete and entire right, title and interest in and to all inventions, discoveries, improvements, developments and any trade secrets and confidential material (collectively referred to as "Intellectual Property") relating in any manner to the business carried on by AS&E, now or hereafter, and which I have made or originated or may hereafter make or originate during my employment with AS&E or at any time within one (1) year after termination of such employment, whether as sole inventor or originator with another or others and whether made in or out of usual working hours or upon the premises of AS&E or elsewhere, renewals thereof. AS&E's rights in any of such Intellectual Property that first becomes known to me within one year after termination of my employment will apply only if such Intellectual Property directly relates to my employment with AS&E.
3. **Disclosure and Assignment of Intellectual Property to AS&E.** For no remuneration in addition to that regularly due me by AS&E, but at no extra expense to me, I agree to do all that is reasonably necessary or desirable to secure to and vest in AS&E, or its assignees or nominees, full ownership of such Intellectual Property and of any and all patent rights and rights to copyright and renewals thereof to which it or they are or may be entitled hereunder. I will promptly and fully disclose any and all such Intellectual Property to AS&E and to such officers, agents, attorneys or patent attorneys as may be designated by AS&E. I will execute and deliver to AS&E, or its assignees or nominees, appropriate instruments of application, assignment or otherwise. I will render all reasonable assistance to AS&E, or its assignees or nominees, in preparing and prosecuting applications for patent and claims to copyright. If I am called upon to render assistance hereunder after the termination of my employment with AS&E, I will be entitled to reasonable remuneration for my time spent and expenses incurred on account of such assistance.
4. **Confidentiality and Non-Disclosure.** I will hold in secrecy and confidence and will not at any time disclose to others, without the prior written consent of AS&E, any and all information pertaining to the business and affairs of AS&E or of any of its clients, customers, consultants or associates, including without limitation

any information concerning any Intellectual Property, formulas, apparatus, equipment, methods, secrets, research, secret data, costs, uses or purchases of AS&E's products or services, customers or other confidential or proprietary matters relating to AS&E, which I may possess or become aware of during my employment with AS&E, unless such information has rightfully become a matter of public knowledge through sources other than me.

5. **Disclosure of Relevant Information.** Before undertaking any project on behalf of AS&E, I agree to disclose to AS&E any information or Intellectual Property that may be relevant to such project to which I may claim a right or interest by reason of having invented, discovered, or originated the same prior to the commencement of my employment with AS&E, and further agree that the burden of proving such prior right or interest will be upon me. My failure to notify AS&E of such rights or interests will be deemed a waiver of such rights and interests.

6. **Return of Information and Materials.** At the termination of my employment with AS&E, whether voluntary or involuntary, I agree to leave in the possession of AS&E and/or to return to the possession of AS&E all proprietary and/or written materials, as well as all other property and materials, including without limitation bound or unbound, documents, research journals and notebooks, sketches, drawings, photographs, other pictorially illustrated material; customer lists, sales and marketing information; any equipment, mock-ups or models, partially or wholly fabricated; and all computer software, tapes, discs and the like, relating to any aspect of AS&E's business that has come into my possession during my employment with AS&E, unless AS&E has agreed in writing to my retention of such material.

7. **Non-Compete.** The Employee agrees that the term of employment by AS&E and during an additional period of one (1) year which shall commence at the date of the termination of Employee's employment, he/she will not:
 - a. directly or indirectly work for, consult with, be affiliated with or otherwise provide services in any capacity for any competitor of AS&E, including without limitation any entity that designs, manufactures or sells x-ray inspection equipment for security purposes; or
 - b. hire, solicit, or attempt to induce any employee or contractor of AS&E to leave its employ or contract and to work directly or indirectly for or with Employee or any employer or contractor of Employee.

The provisions of sub-section 7(a) above, shall not be enforceable against an employee if that employee was terminated as part of a layoff of employees at one time due to a reduction of personnel by the Company to reduce costs.

8. **Remedies for Breach.** Employee agrees that money damages would be an inadequate remedy for any breach of this Agreement, because damages for such breaches are not susceptible to exact measurement in dollars. Therefore, AS&E shall be entitled to temporary restraining orders, temporary injunctions and permanent injunctions to prohibit such breaches. This paragraph in no way limits the remedies AS&E has at law or equity for breaches by Employee of this Agreement.
9. **Severability.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.
10. **Governing Law.** This Agreement shall be governed by the laws of Massachusetts. Any litigation in connection herewith shall be brought in the state or federal courts of Massachusetts, and Employee consents to jurisdiction and venue in any state or federal court in the Commonwealth of Massachusetts.

WITNESS my hand and seal at Billerica, Massachusetts this 2nd day of July, 2007.

Terry McElroy
Signature

Terry McElroy
Print Name:

[Signature]
Witness