

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Navi Athwal	01/25/2006
RECEIVING PARTY DATA	
Name:	VLV Associates, Inc.
Street Address:	30-C Ridgedale Avenue
City:	East Hanover
State/Country:	NEW JERSEY
Postal Code:	07936
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13585058
CORRESPONDENCE DATA	
Fax Number:	9739941744
Phone:	9739941700
Email:	PTDOCKETING@CARELLABYRNE.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:	Francis C. Hand
Address Line 1:	5 becker Farm Road
Address Line 4:	Roseland, NEW JERSEY 07068-1739
ATTORNEY DOCKET NUMBER:	733900.82
NAME OF SUBMITTER:	Francis C. Hand
Total Attachments: 2 source=vlnavi#page1.tif source=vlnavi#page2.tif	

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CONFIDENTIALITY AGREEMENT AND ASSIGNMENT OF INVENTIONS

This Agreement, made this 25 day of January, Two thousand and 06, between VLV Associates, Inc. (hereinafter referred to as "CORPORATION") and Navi Attwell (hereinafter referred to as "EMPLOYEE"), WITNESSETH THAT:

WHEREAS: the Corporation has engaged the services of Employee;

WHEREAS: the employee agrees to offer these services to Corporation; and

WHEREAS: both parties wish to protect each other's interest with regard to confidential information and inventions.

Now therefore, in consideration of Employee's provision of services to Corporation and intending to legally bond hereby, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION

During his/her affiliation with Corporation and for a period of three (3) years thereafter, Employee shall safeguard and shall not disclose (other than to its own employees) any designs, concepts, inventions trade secrets, know-how, private processes, confidential or proprietary information or customer lists of Corporation, or of any client of customer of said Corporation, its subsidiaries or affiliates, which he/she now has or may in the future receive from Corporation, to any person, firm, corporation, association or other entity for any reason or purpose whatsoever; and, during the same period, Employee shall not make use of any designs, concepts, inventions, secrets, know-how, processes, information or lists for his/her own purposes or other entity under any circumstances whatsoever except for the performance of services hereunder of behalf of Corporation without proper authorization from Corporation. These restrictions shall not apply to such designs, concepts, inventions, secrets know-how, processes, information and lists which have or will become part of the public domain or received in good faith from third parties.

2. INVENTIONS

Employee agrees that any invention (as hereinafter defined) made, conceived or first disclosed by him/her during the period of his/her affiliation with Corporation: and further agrees with respect to each such invention, to:

2.1 Promptly disclose in writing the invention to Corporation:

2.2 Assign to Corporation, at its request and without additional compensation, his/her entire rights to the invention in the United States and all foreign countries:

- 2.3 Sign all papers necessary to carry out the aforesaid obligations but without assuming the cost of preparing any such papers; and
2.4 Give testimony (without expenses to him/her in support of his/her inventorship.)

Corporation agrees, during the term of Employee's affiliation with the Corporation and upon written request by the Employee's, to review any invention disclosures, submitted in writing, which Employee believes should be excluded from this Agreement by virtue of alleged irrelevance to the business of said corporation: and to waive its rights under this Agreement to such inventions as said Corporation in its sole judgment, deem unimportant or irrelevant to its interests.

The term "invention" as used herein means any invention, concept or improvement, whether patentable or not, or any industrial design, whether registerable or not, made created, conceived or disclosed in writing for the first time by Employee either solely or in conjunction with others during the period of Employee affiliation with Corporation.

3. BENEFIT

This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Witnessed: Andrea Senator By: ANDREA SENATORE

Date: 25 JAN 06 By: [Signature]
Title: Navi Athmal

VLV Associates, Inc.
30-C Ridgedale Avenue
East Hanover, NJ 07936