

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
N. V. Sivagar	02/14/2000
RECEIVING PARTY DATA	
Name:	American Megatrends, Inc.
Street Address:	5555 Oakbrook Parkway, Suite 200
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30093
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12977474
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	60046.0198USC1
NAME OF SUBMITTER:	Adam J. Citrin
Total Attachments: 7 source=0198US01_Invention_Assignment_Agreement#page1.tif source=0198US01_Invention_Assignment_Agreement#page2.tif source=0198US01_Invention_Assignment_Agreement#page3.tif source=0198US01_Invention_Assignment_Agreement#page4.tif source=0198US01_Invention_Assignment_Agreement#page5.tif source=0198US01_Invention_Assignment_Agreement#page6.tif source=0198US01_Invention_Assignment_Agreement#page7.tif	

OP \$40.00 12977474

**EMPLOYEE CONFIDENTIALITY AND
INVENTION ASSIGNMENT AGREEMENT**

This agreement is made this 14 day of FEB, 20 00 between AMERICAN MEGATRENDS, INC., a corporation organized under the laws of the State of Georgia (the "Company") and SINAGAR, N. V. (the "Employee").

In consideration of the employment or continued employment of the Employee by the Company and the mutual agreements hereinafter set forth, the parties agree as follows:

1. Purpose. It is the purpose of this Agreement to define the obligations between the Employee and the Company concerning (i) intellectual property created by the Employee or the Employee's co-workers while the Employee is employed by the Company, (ii) intellectual property owned by the Employee which may impact the business of the Company, (iii) the Employee's solicitation of other employees of the Company, (iv) the Employee's solicitation of customers of the Company, and (v) Proprietary Information (as such term is defined hereinafter) belonging to the Company.

2. Definitions.

(a) "Affiliate" means any business entity which controls, is controlled by, or is under common control with the Company.

(b) "Business of the Company" means the business of designing, developing, manufacturing, marketing and selling computer component products, software products and systems products.

(c) "Competing Business" means any business organization of whatever form engaged, either directly or indirectly, in any business or enterprise which is the same as, or substantially the same as, the Business of the Company.

(d) "Invention" means any discovery, whether or not patentable, including, but not limited to, any useful process, method, formula, technique, machine, manufacture, composition of matter, algorithm or computer program, as well as improvements thereto, which is new or which the Employee has a reasonable basis to believe may be new.

(e) "Proprietary Information" means information related to the Company or its Affiliates (1) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (2) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Assuming the foregoing criteria are met, Proprietary Information includes, but is not limited to, technical and non technical data related to the formulas, patterns, designs, compilations, programs, inventions, methods, techniques, drawings, processes, finances, salaries, actual or potential customers and suppliers, existing and future products, and employees of the Company or its Affiliates. Proprietary Information also includes information which has been disclosed to the Company or its Affiliates by a third party and which the Company or its Affiliates are obligated to treat as confidential.

(f) "Subject Invention" means any Invention which is conceived by the Employee alone or in a joint effort with others during the Employee's employment by the Company which (1) may be reasonably expected to be used in a product of the Company, or a product similar to a Company product; (2) results from work that the Employee has been assigned as part of his or her duties as an employee of the Company; (3) is in an area of technology which is the same or substantially related to the areas of technology with which the Employee is involved in the performance of his or her duties as an employee of the Company; or (4) is useful, or which the Employee reasonably expects may be useful, in any manufacturing or product design process of the company.

(g) "Work" means a copyrightable work of authorship, including without limitation, any technical descriptions for products, user's guides, illustrations, advertising materials, computer programs (including the contents of read only memories) and any contribution to such materials.

3. Inventions

(a) The Employee agrees that all Subject Inventions conceived or first reduced to practice by the Employee during his or her employment by the Company, and all patent rights and copyrights to such Subject Inventions will become the property of the Company, and the Employee hereby irrevocably assigns to the Company all of the Employee's rights to all Subject Inventions.

(b) The Employee agrees that if he or she conceives an Invention during his or her employment for which there is a reasonable basis to believe that the conceived Invention is a Subject Invention, the Employee will promptly provide a written description of the conceived Invention to the Company adequate to allow evaluation thereof, for a determination as to whether the Invention is a Subject Invention. If the Employee is required by his or her supervisor as a part of the Employee's duties to maintain an engineering or similar notebook, the proper maintenance of such a notebook shall satisfy the requirement of providing a written disclosure of any Subject Inventions. It is agreed that all such notebooks and written disclosures are the property of the Company.

(c) If, upon commencement of the Employee's employment with the Company, the Employee has previously conceived any Invention or acquired any ownership interest in any Invention, which : (1) is the Employee's property, or of which the Employee is a joint owner with another person or company; (2) is not described in any issued patent as of the commencement of the Employee's employment with Company; and (3) would be a Subject Invention if such invention was made while a company employee; then the Employee must, at the Employee's election, either (1) provide the Company with a written description of the Invention on Exhibit A hereto, in which case the written description (but no rights to the Invention) shall become the property of the Company; or (2) provide the Company with a license as specified in Section 3(d) of this Agreement.

(d) If the Employee has previously conceived or acquired any ownership interest in an Invention described by the criteria of Section 3(c) and the Employee elects not to disclose the same to the Company as provided above, then the Employee hereby grants to the Company a non-exclusive, paid up, royalty-free license to use and practice such Invention, including a license under all patents to issue in any country which pertain to such Invention.

(e) The Employee owns no patents, individually or jointly with others, except those described in Exhibit A attached hereto.

4. Patent Applications

(a) The Employee agrees that should the Company elect to file an application for patent protection, either in the United States or in any foreign country on a Subject Invention of which the Employee was an inventor, the Employee will execute all necessary truthful papers, including formal assignments to the Company relating to such patent applications.

(b) The Employee further agrees that he or she will cooperate with any attorneys or other persons designated by the Company by explaining the nature of any Subject Invention for which the Company elects to file an application for patent protection, reviewing applications and other papers and providing any other cooperation reasonably required for orderly prosecution of such patent applications. The Company will be responsible for all expenses incurred for the preparation and prosecution of all patent applications on Subject Inventions assigned to the Company.

5. Copyrights

(a) The Employee agrees that any Works created by the Employee in the course of the Employee's duties as an Employee of the Company are subject to the "Work for Hire" provisions contained in Sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. All right, title and interest to copyrights in all Works which have been or will be prepared by the Employee within the scope of the Employee's employment with the Company will be the property of the Company. The Employee further acknowledges and agrees that, to the extent the provisions of Title 17 of the United States Code do not vest in the Company the copyrights to any Works, the Employee will assign and hereby does assign to the Company all right, title and interest to copyrights which the Employee may have in such Works.

(b) The Employee must disclose to the Company all Works referred to in Section 5(a) and will execute and deliver all applications for registration, registrations, and further documents relating to the copyrights to the Works and provide such additional assistance, as the Company may deem necessary and desirable to secure the Company's title to the copyrights in the Works. The Company will be responsible for all expenses incurred in connection with the registration of all such copyrights.

(c) The Employee claims no ownership rights in any Works, except those described on Exhibit A hereto.

6. Agreement Not to Solicit Customers. During the term of the Employee's employment by the Company and for a period of two (2) years following the termination of such employment for any reason whatsoever, the Employee shall not (except on behalf of or with the prior written consent of the company), either directly or indirectly, on the Employee's behalf or on behalf of others (1) solicit, divert, appropriate to or accept on behalf of any Competing Business or (2) attempt to solicit, divert, appropriate to or accept on behalf of a Competing Business, any business from any customer or actively sought prospective customer of the Company with whom the Employee has dealt, whose dealings with the Company have been supervised by the Employee or about whom the Employee has acquired Proprietary Information in the course of his or her employment.

7. Agreement Not to Solicit Employees. During the term of the Employee's employment by the Company and for a period of two (2) years following the termination of such employment for any reason whatsoever, the Employee shall not, either directly or indirectly, on the Employee's own behalf or on behalf of others, solicit, divert or hire, or attempt to solicit, divert, or hire, any person employed by the Company at any facility where the Employee performed services for the Company or any person with whom the Employee had regular contact in the course of his employment by the Company, whether or not the employment of any such person is pursuant to a written agreement, for a determined period or at will.

8. Proprietary Information

(a) All Proprietary Information and all physical embodiments thereof received or developed by the Employee while employed by the Company are confidential to, and are and will remain the sole and exclusive property of the Company. Except to the extent necessary to perform the duties assigned to him or her by the Company, the Employee will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Proprietary Information disclosed to or developed by the Employee to lose its character to cease to qualify as Proprietary Information.

(b) Upon request by the Company, and in any event upon termination of the employment of the Employee with the Company for any reason, the Employee will promptly deliver to the Company all property belonging to the Company, including without limitation all Proprietary Information (and all physical embodiments thereof) then in his or her custody, control, or possession.

9. Contracts or Other Agreements with Former Employer or Business

(a) The Employee agrees that he or she will provide to the Company, upon the execution and delivery of this Agreement, a copy of the pertinent portions of any employment agreement or similar document, as described on Exhibit A hereto, executed by the Employee with a former employer or any business with which the Employee has been associated, which on its face prohibits the Employee during a period of time which includes the date of the Employee's commencement of employment with the Company from: (1) competing with, or in any way participating in a business which competes with the Employee's former employer or business; (2) soliciting personnel of the former employer or business to leave such former employer's employment or to leave such business; or (3) soliciting customers of the former employer or business on behalf of another business.

(b) The Employee hereby represents to the Company that he or she has not executed any agreement with any other party which, on its face, purports to require the Employee to assign any Work or any Invention created, conceived or first reduced to practice by the Employee during a period of time which includes the date of his or her commencement of employment with the Company, except as described on Exhibit A hereto. The Employee will obtain and provide to the Company a copy of the above described agreement(s).

10. Remedies. The Employee agrees that the covenants contained in Sections 3, 4, 5, 6, 7, and 8 of the Agreement are of the essence of this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the Company and the Business of the Company; and that irreparable loss and damage will be suffered by the Company should the Employee breach any of such covenants. Therefore, the Employee agrees and consents that, in addition to all the remedies provided at law or in equity, the Company shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants. The existence of any claim, demand, action or cause of action of the Employee against the Company shall not constitute a defense to the enforcement by the Company of any of the covenants or agreements herein.

11. Severability. The parties agree that each of the provisions included in this is separate, distinct, and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. Further, if any provision of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between such provision and any applicable law or public policy, such provision shall be valid and enforceable to the extent such provision is consistent with such law or public policy.

12. Assignment. This Agreement and the rights and obligations of the Company hereunder may be assigned by the Company and shall inure to the benefit of, shall be binding upon, and shall be enforceable by any such assignee. This Agreement and the rights and obligations of the Employee hereunder may not be assigned by the Employee.

13. Waiver. The waiver by the Company of any breach of this Agreement by the Employee shall not be effective unless in writing, and no such waiver shall operate or be construed as a waiver of the same or another breach on a subsequent occasion.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Georgia.


15. Entire Agreement. This Agreement embodies the entire agreements of the parties on the subject matter herein. No amendment or modification of this Agreement shall be valid or binding upon the Company or the Employee unless made in writing and signed by the parties hereto. All prior understandings and agreements relating to the subject matter of this Agreement are hereby expressly terminated.

THIS AGREEMENT, AS A CONDITION OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY, CONTAINS AN ASSIGNMENT OF CERTAIN PATENT AND RELATED RIGHTS TO INVENTIONS THE EMPLOYEE CONCEIVES WHILE AN EMPLOYEE OF THE COMPANY, MAY AFFECT THE EMPLOYEE'S RIGHTS TO INVENTIONS OWNED BY THE EMPLOYEE AT THE TIME EMPLOYMENT BY THE COMPANY COMMENCES, AND IMPOSES UPON THE EMPLOYEE CERTAIN CONFIDENTIALITY RESTRICTIONS WITH RESPECT TO PROPRIETARY INFORMATION BELONGING TO THE COMPANY. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

IN WITNESS WHEREOF, the partners have executed and delivered, and the Employee has executed, sealed and delivered, this Agreement as of the date first shown above.

THE EMPLOYEE:  Date 14-02-2000

ADDRESS: _____

AMERICAN MEGATRENDS, INC. REPRESENTATIVE: 

TITLE: Recruiter Date 2/14/2000

American Megatrends, Inc.
6145 F Northbelt Parkway ----- Norcross, Ga 30071

Exhibit A

Inventions, Patents, Copyrights and Agreements

1. Previously Conceived Inventions

(Please describe any inventions as defined in Section 2(d), which you have developed or in which you have some ownership interest).

2. Patents

(Please list or describe all patents you own individually, with others, or for which applications are pending.)

3. Copyrights

(Please describe any works for which you claim the copyright either individually or with others).

4. Employment Agreements

(Please list and provide copies of pertinent portions of all agreements with former employers or others containing the restrictions described in Section 9(a) or requiring the assignment of inventions, copyrightable works, or contributions to copyrightable works.)