

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Steven M. Freedman	03/18/2003
RECEIVING PARTY DATA	
Name:	Tekelec
Street Address:	5200 Paramount Parkway
City:	Morrisville
State/Country:	NORTH CAROLINA
Postal Code:	27560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7693068
CORRESPONDENCE DATA	
Fax Number:	9194190383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9194938000
Email:	ezayatz@jwth.com
Correspondent Name:	Gregory A. Hunt
Address Line 1:	3100 Tower Blvd
Address Line 2:	University Tower, Suite 1200
Address Line 4:	Durham, NORTH CAROLINA 27707
ATTORNEY DOCKET NUMBER:	1322/263
NAME OF SUBMITTER:	Gregory A. Hunt
Total Attachments: 5 source=1322_263_Assignment_Freedman#page1.tif source=1322_263_Assignment_Freedman#page2.tif source=1322_263_Assignment_Freedman#page3.tif source=1322_263_Assignment_Freedman#page4.tif source=1322_263_Assignment_Freedman#page5.tif	

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Freedman, Steve

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

(New Employees and New Independent Contractors)

The undersigned is being hired to perform services as an employee or independent contractor working for Tekelec. In consideration of the undersigned's original and continuing employment with or work for Tekelec in a capacity in which the undersigned may receive access to Confidential Information (as defined below) and as an essential condition of such employment or work without which Tekelec would not disclose Confidential Information to the undersigned, the undersigned agrees as follows:

1. For purposes of the Agreement, "Confidential Information" shall mean information or material proprietary to Tekelec or designated as Confidential Information by Tekelec and not generally known by non-Tekelec personnel, which the undersigned develops or of which the undersigned may obtain knowledge or access through or as a result of the undersigned's relationship with Tekelec (including information conceived, originated, discovered or developed in whole or in part by the undersigned). The Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): concepts, designs, discoveries, ideas, know-how, processes, techniques, Inventions (as defined below), drawings, specifications, models, data, software in various stages of development, source code, object code, documentation, diagrams, flow charts, research, development, procedures, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, financial information and employee files. Confidential Information also includes any information described above which Tekelec obtains from another party and which Tekelec treats as proprietary or designates as Confidential Information, whether or not owned or developed by Tekelec. For purposes of this Section 1, "Tekelec" shall mean Tekelec or any of its affiliates. INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME THE UNDERSIGNED FIRST LEARNS OF SUCH INFORMATION, OR GENERIC INFORMATION OR KNOWLEDGE WHICH THE UNDERSIGNED WOULD HAVE LEARNED IN THE COURSE OF SIMILAR EMPLOYMENT OR WORK ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF THE CONFIDENTIAL INFORMATION.

2. For purposes of this Agreement, "Inventions" shall mean ideas, designs, concepts, techniques, inventions, discoveries and works of authorship, whether or not patentable or protectible by copyright or as a mask work, and whether or not reduced to practice, including, but not limited to, devices, processes, computer programs, mask work and methods, together with any improvements thereon or thereto, derivative works made therefrom and know-how related thereto.

3. All notes, data, reference materials, sketches, drawings, memoranda, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights therein, including copyrights, shall belong exclusively to Tekelec and the undersigned agrees to turn over all copies of such materials in the undersigned's control to Tekelec upon request or upon termination of the undersigned's employment or engagement with Tekelec.

4. The undersigned agrees during his or her employment or engagement by Tekelec and thereafter to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course and scope of the undersigned's work for Tekelec.

5. The undersigned acknowledges that Tekelec has a strict policy against using proprietary information belonging to any other person or entity without the express permission of the owner of that information. The undersigned represents and warrants that the undersigned's performance of all the terms of this Agreement and as an employee or independent contractor of Tekelec does not and will not result in a breach of any duty owed by the undersigned to a third party to keep in confidence any proprietary information, knowledge or data acquired by the undersigned in confidence or in trust prior to or during the undersigned's employment or engagement with Tekelec, and the undersigned agrees not to disclose

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to Tekelec or induce Tekelec to use any confidential or proprietary information belonging to any of the undersigned's previous employers or others.

6. The undersigned agrees that any Inventions conceived, made or reduced to practice in whole or in part by the undersigned (either solely or in conjunction with others) during or after the term of his, her or its relationship with Tekelec which are made through the use of any of the Confidential Information or any of Tekelec's equipment, facilities, supplies, trade secret information or time, or which relate to Tekelec's actual or demonstrably anticipated research and development, or which result from any work performed by the undersigned for Tekelec shall belong exclusively to Tekelec and shall be deemed part of the Confidential Information for purposes of this Agreement whether or not fixed in a tangible medium of expression. Without limiting the foregoing, the undersigned agrees that any such Inventions shall be deemed to be "works made for hire" and that Tekelec shall be deemed the owner thereof, provided that in the event and to the extent such works are determined not to constitute "works made for hire" as a matter of law, the undersigned hereby irrevocably assigns and transfers to Tekelec all right, title and interest in and to any such Inventions, including but not limited to patents, copyrights and mask works. In the case of employees, this Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (a copy of which is attached hereto as Exhibit "A") relating to inventions made by an employee, and accordingly this Agreement is not intended to, and shall not be interpreted to, assign to or vest in Tekelec any of the undersigned's rights in any inventions other than those described in the first sentence of this Section 6.

7. The undersigned represents and warrants that Exhibit "B" attached hereto and incorporated herein, entitled "List of Inventions" and listing ____ Inventions, is a true and complete list of all Inventions, if any, whether or not patented or copyrighted and whether or not reduced to practice, made by the undersigned prior to his or her employment, or engagement, in the case of independent contractors, by Tekelec and which therefore are not subject to the provisions of Section 6 hereof, provided, however, that any improvements, whether or not patentable or copyrightable and whether or not reduced to practice, made to or on, or any derivative works made from, any of the listed Inventions after commencement of the undersigned's employment or engagement by Tekelec are subject to the terms of Section 6 hereof. The undersigned further agrees to notify Tekelec in writing before he, she or it makes any disclosure to or performs any work on behalf of Tekelec which appears to threaten or conflict with any proprietary or other rights the undersigned claims in any Invention, and in the event of the undersigned's failure to give such notice, the undersigned will make no claim against Tekelec with respect to any such Invention.

8. The undersigned agrees that he or she will keep and maintain adequate and current written records (in the form of notes, sketches, drawings or such other form(s) as may be specified by Tekelec) of all Inventions made by the undersigned, which records shall be available at all times to Tekelec and shall remain the sole property of Tekelec.

9. The undersigned agrees to promptly and fully disclose in writing to the President of Tekelec (i) any Invention made, conceived of or reduced to practice by the undersigned, either solely or in conjunction with others, during the term of his or her employment or engagement with Tekelec (whether or not he, she or it believes the Invention to be protected under the provisions of Section 2870 of the California Labor Code) and (ii) any such Invention made, conceived or reduced to practice after the term of his, her or its employment or engagement with Tekelec which belongs exclusively to Tekelec pursuant to the provisions of Section 6 hereof.

10. The undersigned agrees to assist Tekelec, at Tekelec's expense, either during or subsequent to the undersigned's employment or engagement with Tekelec, to obtain and enforce for Tekelec's own benefit patents, copyrights and mask work protection in any country for any and all Inventions made by the undersigned (in whole or in part) the rights to which belong to or have been assigned to Tekelec pursuant to the provisions of Section 6 hereof. Upon request, the undersigned will execute all applications, assignments, instruments and papers and perform all acts as Tekelec or its counsel may deem necessary or desirable to obtain any patents, copyrights or mask work protection in such Inventions and to otherwise protect the interests of Tekelec therein.

11. Because of the unique nature of the Confidential Information, the undersigned understands and agrees that Tekelec will suffer irreparable harm in the event that the undersigned fails to comply with any of his or her obligations under Sections 3, 4, 5, 6 or 10 above and that monetary damages will be inadequate to compensate Tekelec for such breach. Accordingly, the undersigned agrees that Tekelec will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of Sections 3, 4, 5, 6 or 10 above.

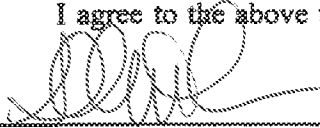
12. The undersigned hereby authorizes Tekelec to provide a copy of this Agreement, including any exhibits hereto, to any and all of his or her future employers, and to notify any and all such future employers that Tekelec intends to exercise its legal rights arising out of or in connection with this Agreement and/or any breach or any inducement of a breach hereof.

13. This Agreement shall survive any termination for any reason whatsoever of the undersigned's employment or engagement with Tekelec.

14. This Agreement may not be assigned by either party, except that Tekelec may assign this Agreement in connection with any sale of more than 50% of its capital stock or all of its assets. This Agreement shall be binding upon the heirs, executors and administrators of the undersigned and will inure to the benefit of Tekelec and its successors and permitted assigns.

15. This Agreement shall be governed by California law applicable to contracts between residents of California which are wholly executed and performed in California. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. In the event that any provision hereof or any obligation or grant of rights by the undersigned hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision, obligation or grant of rights shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms. This Agreement may not be amended, waived or modified except by an instrument in writing executed by the undersigned and a duly authorized representative of Tekelec.

I agree to the above terms and acknowledge receipt of a copy of this Agreement.


Signature

Dated as of: 3/18/03

Steven Friedman
Name

3912 Bluffwind Dr., Raleigh, NC 27603
Address

ACCEPTED FOR TEKELEC:

Title

EXHIBIT "A"

CALIFORNIA LABOR CODE

§ 2870. Employment agreements; assignment of rights

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT "B"
LIST OF WORKS