

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN F QUELLA	06/11/2001
RECEIVING PARTY DATA	
Name:	HATCO CORPORATION
Street Address:	P.O. Box 340500
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53234
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D655140
Patent Number:	D659490
Patent Number:	D670981
Patent Number:	D677131
Application Number:	29443466
CORRESPONDENCE DATA	
Fax Number:	2627831211
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	1114.20911-DES
NAME OF SUBMITTER:	Laura A. Dable

OP \$200.00 D655140

Total Attachments: 4

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## **PROPRIETARY INFORMATION AND NONCOMPETITION AGREEMENT**

THIS AGREEMENT is made and entered into by the undersigned individual (the "Employee") and Hatco Corporation, a Wisconsin corporation (the "Company").

### **RECITALS**

- A. The Company desires to employ the Employee in an engineering capacity;
- B. The Employee desires to become employed by the Company in this position of trust; and
- C. In the course of such employment, the Employee will be entrusted with proprietary information belonging to the Company, including design specifications, drawings, engineering plans and data and other information of a sensitive and confidential nature which, if exploited by the Employee or others, would subject the Company to irreparable injury. Accordingly, the Company would be unwilling to employ the Employee absent the promises and representations contained in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee hereby agrees as follows:

1. **Noncompetition.** During the term of the Employee's employment by the Company and for a period of one (1) year following the termination of such employment for any reason, the Employee shall not perform engineering services for any Competitor, whether as an employee, independent contractor or otherwise, if such services are rendered with respect to the design and/or manufacture of Competitive Products. "Competitive Products" shall mean products which compete in the United States with the Company's products, including without limitation (i) the Company's products listed on Schedule 1 to this Agreement and (ii) those that were under development by the Company as of the Employee's last day of employment with the Company and that the Company's records show were intended to be introduced for sale by the Company within the twelve-month period following Employee's last day of employment with the Company. "Competitor" shall mean any person or entity engaged in the design and/or manufacture of Competitive Products, including without limitation those listed on Schedule 1 to this Agreement. Nothing in this Section 1 shall prevent the Employee from performing engineering services for a Competitor with respect to products which are not Competitive Products.

2. **Non-Disclosure and Non-Use of Confidential Information.**

(a) For purposes of this Agreement, "Confidential Information" means and includes any information disclosed to the Employee or known by the Employee as a consequence of employment by the Company about the Company's products, processes, services, customers, suppliers, operations, business software and computer programs, applications and printouts, pricing, techniques, design specifications, drawings, engineering plans and data, research, development, technology, planning, and other aspects of its business, and other information of a similar nature (including, without limitation, know-how, even if such know-how does not constitute a trade secret), except that "Confidential Information" shall not include any information which the Employee can show (i) is or becomes public knowledge through no fault of the Employee or (ii) was known by the Employee before the start of the

Employee's employment by the Company or (iii) is otherwise not subject to protection under applicable law. This Confidential Information may be oral, written, or otherwise recorded, and may reside in what the Employee originates as well as what otherwise comes into the Employee's possession or knowledge. It is agreed that all such Confidential Information is special, unique and an asset owned solely by the Company.

(b) The Employee acknowledges that through his employment relationship with the Company, the Employee will obtain access to Confidential Information. The Employee agrees that he (i) will retain all Confidential Information in confidence; (ii) will not use, disseminate, divulge, or disclose in any manner whatsoever any Confidential Information regardless of whether the Employee may have participated in the development of such, except as required by Employee's duties to the Company; (iii) will use the Employee's best efforts to limit access to Confidential Information to those who have a need to know the information for the business purposes of the Company; (iv) will return all tangible objects and copies thereof containing Confidential Information to the Company upon request by the Company and/or upon termination of the Employee's employment with the Company; (v) will not duplicate any Confidential Information without prior approval from the Company; and (vi) will comply with the Employee's promises under this Section 2 both during and after the Employee's employment with the Company.

### **3. Ownership of Creations.**

(a) The Employee agrees that all inventions, discoveries, innovations, developments, improvements, ideas, creations, works of authorship, mask works and other contributions (herein collectively referred to as "Creations") whether or not patented or patentable, or copyrighted or copyrightable, which are conceived, made, developed, created or acquired by the Employee, either individually or jointly, during any employment by the Company and which relate in any manner to the Employee's work for the Company, the business of the Company, or fields to which the business of the Company may reasonably extend, including but not limited to equipment, devices, programs, applications, compositions, processes, methods, formulas and techniques, as well as improvements and enhancements thereof or know-how related thereto (regardless of the extent developed at the Company's facilities, at the Employee's home, or elsewhere), shall belong to the Company, and the Employee does hereby sell, assign, and transfer to the Company the Employee's entire right, title and interest (worldwide) in and to the Creations and all intellectual property rights thereto. The Employee agrees to keep complete records of such Creations at the Company's facilities where the Employee is regularly employed, in a manner so that such records are readily accessible by the Company.

(b) The Employee agrees to promptly and fully disclose the Creations to the Company, in writing if requested by the Company, and to execute and deliver any and all lawful applications, assignments, and other documents which the Company requests for protecting the Creations in the United States and any other country. The Company shall have the full and sole power to prosecute such applications and to take all other action concerning the Creations, and (during and after employment) the Employee will cooperate fully within a lawful manner, at the expense of the Company, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Creations.

(c) Without diminishing in any way the rights granted to the Company above, if a Creation is described in a patent application or is disclosed to a third party by the Employee within six months after the Employee leaves the employ of the Company, the Employee agrees

that it is to be presumed that the Creation was conceived, made, developed, acquired, or created by the Employee during the period of employment by the Company, unless the Employee can prove otherwise.

4. **Non-Interference with the Company Employees.** While employed by the Company and during the one (1) year period following termination of employment for any reason, the Employee shall not encourage, advise or solicit any other employee of the Company to leave employment with the Company to accept a position with a Competitor.

5. **Return of Property.** Upon termination of his employment with the Company, the Employee shall immediately deliver to and leave with the Company all computers, software (proprietary or otherwise), computer diskettes, documents, records, manuals, letters, notes, notebooks, reports, price books, credit books, order forms, and similar repositories of any Confidential Information, and all other materials and supplies relating to the Company's business and all copies thereof, whether prepared by the Employee or others, which are in the Employee's possession or under his control.

6. **Injunctive Relief; Accounting for Profits; Attorneys' Fees.**

(a) The Employee agrees that the remedy at law for any breach by the Employee of any of the covenants in Sections 1, 2, 3, 4 or 5 may be inadequate and that the Company therefore shall be entitled to injunctive relief without bond. Such injunctive relief shall not be exclusive, but shall be in addition to any other rights or remedies the Company may have hereunder or at law for such breach.

(b) The Employee further covenants and agrees that if the Employee violates any of the covenants set forth in Sections 1, 2, 3, 4 or 5 the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which the Employee directly or indirectly has realized and/or may realize as a result of, arising out of, or in connection with, any such violation; and 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.

(c) In addition to any or all of the above remedies, the Company shall be entitled to recover all costs and expenses, including actual attorneys' fees, in any action for injunctive relief, damages or profits which is occasioned by any breach of this Agreement by the Employee.

(d) In the event that, notwithstanding the foregoing, any of the covenants set forth in this Sections 1, 2, 3, 4 or 5 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included. In addition, the Employee agrees that should a court determine that any of the covenants in Sections 1, 2, 3, 4 or 5 are too broad or too long to be enforceable, such court may revise the covenant to render it enforceable and enforce it as revised.

(e) Nothing contained herein shall be construed to limit or negate the statutory or common law of torts or trade secrets where it provides the Company with broader protection than that provided herein.

7. **Notice to Subsequent Employer.** During the two (2) year period following termination of employment with the Company, the Employee will fully disclose the terms of this Agreement to any person, firm or entity by which the Employee may hereafter become employed, or to which the Company may hereby render services, prior to accepting any such employment or performing any such services. The Company may, if it desires, send a copy of this Agreement to, or otherwise make the provisions hereof known, to any such person, firm or entity.

8. **Waiver.** A waiver by the Company of any breach by the Employee of any provision of this Agreement shall not be deemed to be a waiver by the Company of any other or subsequent breach.

9. **Assignability.** The Company's rights under this Agreement may be assigned by the Company.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

11. **Nature of Agreement.** This Agreement is not an employment contract for any particular time, and the Employee has the right to resign and the Company has the right to terminate the Employee's employment at will, at any time, for any reason or no reason, with or without cause.

**IN WITNESS WHEREOF,** the Employee and the Company have executed this Agreement as of the date first above written.

THE EMPLOYEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE COMPANY.

**WITNESS:**

Timber Simon

**EMPLOYEE:**

John F. Quella  
Name Printed: JOHN F. QUELLA  
DATE: 6.11.01

**COMPANY:**

HATCO CORPORATION

By: Randeeann Baumgart  
Title: VP - Controller