

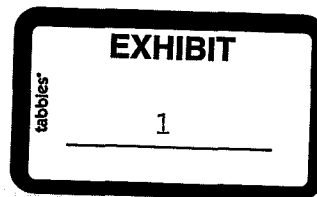
PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Roger D. Phillips II	11/15/2007
RECEIVING PARTY DATA	
Name:	Westinghouse Electric Company LLC
Street Address:	1000 Westinghouse Dr.
Internal Address:	Suite 141
City:	Cranberry Township
State/Country:	PENNSYLVANIA
Postal Code:	16066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12823342
CORRESPONDENCE DATA	
Fax Number:	5123272665
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	512-327-8932
Email:	caleman@tcg-ipl.com
Correspondent Name:	Nathan H. Calvert
Address Line 1:	3355 Bee Cave Road, Suite 604
Address Line 4:	Austin, TEXAS 78746
ATTORNEY DOCKET NUMBER:	1370.1001
NAME OF SUBMITTER:	Nathan Calvert
Signature:	/Nathan Calvert/
Date:	05/02/2013
Total Attachments: 2	
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OP \$40.00 12823342



EMPLOYEE INTELLECTUAL PROPERTY AGREEMENT

AGREEMENT made by and between Westinghouse Electric Company LLC, a Delaware limited liability company, having a place of business at

_____, (Westinghouse), and
ROGER D. PHILLIPS II
 (Name of Employee, Please Print) _____ (Social Security Number)

In consideration for my employment by Westinghouse, and the wages or salary and other employee benefits in compensation for my services, I agree that:

1. I will not disclose to or induce Westinghouse, its parent company or affiliated companies, or companies which Westinghouse owns or controls, to use confidential information or trade secrets of others, unless authorized by the owner.
2. During my employment with Westinghouse and thereafter, I will treat all Confidential Information as secret and confidential and I will never use or disclose or authorize anyone else to use or disclose such Confidential Information except as is expressly permitted by Westinghouse in performance of my designated duties to Westinghouse. I will diligently protect all Confidential Information against loss by inadvertent or unauthorized use or disclosure.

Since I have no right to use Confidential Information after termination of my employment with Westinghouse, in addition to other rights or remedies Westinghouse may have, Westinghouse shall have a perpetual, royalty-free, nonexclusive license to fully utilize for any purpose all inventions, computer programs, copyright works, and mask works made, conceived, or authored by me, alone or jointly with others, within one year of termination of my employment with Westinghouse, related to work I performed during my last year of employment with Westinghouse, and which utilized Confidential Information.

3. All Developments are the property of Westinghouse and I hereby assign to Westinghouse all my rights to such Developments in all countries.
4. I have these rights. No provision in this Agreement is intended to require assignment of any of my rights in an invention for which I can prove no equipment, supplies, facilities, or trade secret information of Westinghouse was used and was developed entirely on my own time; and which I can prove (1) does not relate to the business of Westinghouse or to the actual or demonstrably anticipated research or development of Westinghouse; or (2) does not result from any work performed by me for Westinghouse.

To the extent compatible with applicable state law, the provisions of the preceding paragraph do not apply to an invention which is required to be assigned by Westinghouse to the United States Government.

5. I will promptly submit to Westinghouse written disclosures for all inventions, whether or not patentable, which are made or conceived by me, alone or jointly with others, while I am employed by Westinghouse.
6. Upon request by Westinghouse, at any time during my employment with Westinghouse and thereafter, I will:
 - a. submit to Westinghouse written disclosures of all intellectual property made, conceived, or authored by me, alone or jointly with others, while employed by Westinghouse; and
 - b. provide proper assistance and execute all papers deemed by Westinghouse to be necessary to preserve legal protection for all Developments

without charge to Westinghouse, but at the expense of Westinghouse.

7. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment, shall be the property of Westinghouse and shall be delivered to Westinghouse upon termination of my employment or at any other time upon request.

8. For the purposes of this Agreement, the following words shall have the following meanings:
- a. "Confidential Information" means information which is disclosed to me, known by me, or generated by me as a consequence of or related to my employment with Westinghouse, which is not generally known outside Westinghouse, and which relates to Westinghouse's business. "Confidential Information" is intended to include, but is not limited to, trade secrets, inventions, processes, formulas, systems, computer programs, plans, programs, studies, techniques and business information.
 - b. "Developments" means all inventions, whether or not patentable, Confidential Information, computer programs, copyright works, mask works, trademarks and other intellectual property, made, conceived, or authored by me, alone or jointly with others, while employed by Westinghouse, whether or not during normal business hours or on Westinghouse premises, that are within the existing or contemplated scope of Westinghouse's business or of companies which it owns or controls at the time such Developments are made, conceived, or authored or which result from or are suggested by any work I or others may do for or on behalf of Westinghouse or such companies.
9. I hereby waive any claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, with respect to any Development made or conceived in the course of or under any contract with any agency of the United States Government.
10. The law of the Commonwealth of Pennsylvania will govern the interpretation, validity and effect of this Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm will result to Westinghouse, and that Westinghouse shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.
11. This Agreement may not be superseded, amended, or modified except by a written agreement signed by me and a vice president of Westinghouse.
12. If any provision of this Agreement is held to be unenforceable for any reason, it shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.
- If Westinghouse decides not to exercise any of its rights under this Agreement or to take no action, against any violation, such decision shall not affect the exercise of such right or taking of any action at another time.
13. There is no agreement or restriction which prevents the performance of my duties under this Agreement, except an agreement with NO EXCEPTION, a copy of which is attached hereto. (If there is none, insert "no exception.").

I acknowledge that I have read and that I understand this Agreement. I understand that to the extent applicable it remains in effect following my employment with Westinghouse. I also understand this Agreement is legally binding upon me and upon my heirs and it may be transferred by Westinghouse to any of its successors or assigns.

By  Date 15 NOV 07

Accepted by Westinghouse:

By _____ Date _____