

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James W. Smith	03/06/2006
RECEIVING PARTY DATA	
Name:	LEP AMERICA, INCORPORATED
Street Address:	200 E. Long Lake Road
Internal Address:	Suite 110
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13391450
CORRESPONDENCE DATA	
Fax Number:	2489888363
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-988-8360
Email:	docket@cgolaw.com
Correspondent Name:	Carlson, Gaskey & Olds
Address Line 1:	400 W. Maple, Suite 350
Address Line 4:	Birmingham, MICHIGAN 48009
ATTORNEY DOCKET NUMBER:	67404-001PUS1
NAME OF SUBMITTER:	Matthew L. Koziarz
Signature:	/Matthew L. Koziarz/
Date:	09/19/2013

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Total Attachments: 7

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CONFIDENTIALITY AGREEMENT

This Agreement is entered into as of 3rd MARCH 2006,
(current execution date) effective for all purposes and in all respects as of January 1,
2000, by and between LEP AMERICA, INCORPORATED (hereinafter referred to as
COMPANY), and DR. JAMES W. SMITH (hereinafter referred to as CONSULTANT).

- A. The COMPANY is in the business of developing Light Emitting Polymers and power sources for manufacture and sale.
- B. CONSULTANT is employed by the COMPANY to assist in the testing, improvement and manufacturing of Light Emitting Polymers and power sources.
- C. In order to protect certain confidential information that may or will be, or has been, disclosed by the COMPANY to the CONSULTANT in the course of employment with the COMPANY the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the employment of CONSULTANT by the COMPANY and the fees or other remuneration to be paid or previously paid to the CONSULTANT by the COMPANY during the term of his employment and the advance payment for costs of One-Thousand-United-States-Dollars (\$1000.00) paid on February 23, 2006 by Robert Harrison & Associates, PLC Check No. 2180 (dated February 24, 2006), it is agreed as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean any information of the COMPANY of a confidential, trade secret, or proprietary nature, whether existing at the time the parties enter into this Agreement, or its effective date, or developed by either party afterwards. Without limiting the generality of the foregoing, "Confidential Information" shall include, but not be limited to, all technical data, drawings, descriptions, inventions, technology, formulae, processes, materials,

patents, patent applications, know-how, prototypes, devices, and other confidential or proprietary or trade secret information which is not generally available to outsiders.

The Agreement poses no obligation upon the CONSULTANT with respect to Confidential Information that is a matter of public knowledge through no fault of the CONSULTANT.

2. COMPENSATION OF CONSULTANT

The COMPANY hereby covenants and agrees to pay the CONSULTANT the charges for CONSULTANT's services in a like amount and manner as has been the past practice of the parties. The CONSULTANT's charges shall be submitted to the COMPANY on CONSULTANT's invoices no later than sixty (60) days after the rendering of such services by the CONSULTANT and such invoices shall be paid no later than sixty (60) days after the same are received by CONSULTANT. Such invoices shall contain such detailed information as the COMPANY may reasonably request, including, but not limited to, the time devoted to each of the tasks assigned to the CONSULTANT during the applicable invoice period.

3. COVENANT NOT TO USE THE COMPANY'S CONFIDENTIAL INFORMATION

The CONSULTANT hereby agrees to not use, or allow others to use, any of the COMPANY's Confidential Information for any purposes other than the CONSULTANT performing work for the COMPANY in accordance with the terms and conditions of employment between the CONSULTANT and the COMPANY.

4. COVENANT NOT TO DISCLOSE CONFIDENTIAL INFORMATION

The CONSULTANT acknowledges and agrees that the COMPANY is entitled to prevent the disclosure of the COMPANY's Confidential Information. The CONSULTANT agrees to hold the Confidential Information in strictest confidence, and not to disclose or to allow the disclosure of the Confidential Information to any outside party without the written prior consent of the COMPANY and only when both the COMPANY and CONSULTANT deem it necessary and appropriate in the ordinary course of the CONSULTANT's performing his duties to the COMPANY. The CONSULTANT will limit disclosure of the Confidential Information to other sub-consultants employed by the COMPANY, who are likewise bound to a Confidentiality Agreement.

5. PROPRIETARY PROTECTION

COMPANY shall have sole and exclusive ownership of all right, title, and interest in and to the Information and Materials, including ownership of all copyrights and trade secrets pertaining thereto, subject only to the rights and privileges expressly granted by the COMPANY.

COMPANY claims and reserves all rights and benefits afforded under U.S., Canadian, United Kingdom, and international copyright law in all the Confidential Information. The CONSULTANT acknowledges that, in the event of any breach of this Agreement, COMPANY will not have an adequate remedy in money or damages. COMPANY therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. COMPANY's right to obtain such relief shall not limit its right to obtain other remedies.

6. IMPROVEMENTS

The CONSULTANT agrees that all developments which he or she makes, conceives, reduces to practice, develops, or has developed in whole or in part, either alone or jointly with others and:

- (i) which use or have used equipment, supplies, facilities, or trade secret information of the COMPANY; or
- (ii) which use or have used the Formula Dossier for which the CONSULTANT is, was, or could have been, provided; or
- (iii) which relate to the business of the COMPANY or to its actual or anticipated research and development; or
- (iv) which result in whole or in part, from work performed by the CONSULTANT, or others acting for or with the CONSULTANT or under his supervision or control, for the COMPANY,

shall be the sole property of the COMPANY and the COMPANY and its assigns, shall in such case, be the sole owner of all patents, copyrights, intellectual property, and other rights in connection herewith.

The CONSULTANT hereby assigns to the COMPANY any rights the CONSULTANT may have or acquire in such development or improvements. The CONSULTANT shall, upon notice, forthwith: (i) disclose to the COMPANY all said inventions; (ii) make at the COMPANY's expense such applications for United States and foreign patents covering said inventions as the COMPANY may request; (iii) assign to the COMPANY, without further compensation to CONSULTANT, the entire title and right to all said inventions and applications; and (iv) execute, acknowledge

and deliver at the request of the COMPANY all documents and do all rightful acts which the COMPANY may consider necessary to secure to the COMPANY the fullest rights to said inventions and patents. The CONSULTANT further agrees as to all such developments and improvements to assist the COMPANY in every proper way (but at the COMPANY's expense) to obtain and from time to time to enforce patents, copyrights, or other rights on said developments and improvements. The CONSULTANT's obligation to assist the COMPANY in obtaining and enforcing patents, copyrights, or other rights for such developments and improvements in any and all countries shall continue beyond the termination of the CONSULTANT's employment, but the COMPANY shall reimburse the CONSULTANT at a reasonable rate after such termination for time actually spent by the CONSULTANT at the COMPANY's request for such assistance.

7. INDEPENDENT CONTRACTOR

The CONSULTANT shall at all times be an independent contractor, rather than a co-venturer, agent, employee, or representative of the COMPANY. The COMPANY hereby acknowledges and agrees that the CONSULTANT may engage directly or indirectly in other businesses and ventures, not competitive with the business of the COMPANY provided that such activities do not interfere with the services required to be performed under this Agreement.

8. TERM OF AGREEMENT

This Agreement shall come into force on the effective date first shown above (January 1, 2000) and remain in force and effect for five (5) years after its current execution date.

9. GOVERNING LAW

The laws of the State of Michigan shall govern this Agreement and there are no understandings, agreements, or representations, expressed or implied, not specified herein. This Agreement may not be amended except in writing. This Agreement shall be binding upon the successors and permitted assigns of the parties.

10. INJUNCTIVE RELIEF

The information and materials involved in this Agreement include valuable intellectual property and trade secrets of the COMPANY. It is agreed that in the event of a breach of this Agreement, the COMPANY therefore shall be entitled in such event, to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The COMPANY's right to obtain such relief shall not limit its right to obtain other remedies.

11. RESOLUTION OF DISPUTES

All disputes, controversies or claims arising out of or relating to this Agreement shall first be resolved by mutual agreement following consultation between the parties to this Agreement. In the event that the parties are unable to resolve any outstanding dispute under the procedures set forth above, then the parties agree that the dispute will be resolved exclusively by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association.

The written decision of the arbitrators will be deemed to be an order, judgment, and decree, and may be entered as such in any court of competent jurisdiction by either party.

IN WITNESS WHEREOF the parties have caused this Agreement to be
executed as set forth below.

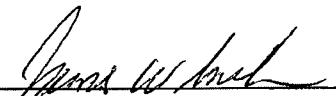
"COMPANY"

By: 
LEN BEHAYLO

Title: PRES

Current
Execution Date: 03 MARCH 2006

"CONSULTANT"

By: 
DR. JAMES W. SMITH

Title: Professor Emeritus

Current
Execution Date: 3rd MARCH 2006