



Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)

09/27/2013



103662288

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Andrew Romaen

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 29, 2004

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Versatility Tool Works and Manufacturing Company, Inc.

Internal Address: _____

Street Address: 11532 S. Mayfield Ave.

City: Alsip

State: Illinois

Country: USA Zip: 60803

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No. (s)

12/272,491

B. Patent No. (s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Joseph Golant

Internal Address: _____

Street Address: 695 Masters Lane

City: Riverwoods

State: IL Zip: 60015

Phone Number: 224-927-9490

Docket Number: V1002

Email Address: jhgolant@gmail.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name: YEN1 00000014 12272491

9. Signature:

Joseph Golant
Signature

24,210

Sept. 24, 2013

Date

Joseph Golant

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **4**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into as of the 29th day of December, 2004, by and between **Versatility Tool Works & Manufacturing Company**, an Illinois corporation, or its assignees (the "Company"), and **Andrew Romaen** (the "Employee").

1.1 Confidentiality Obligations. During the term of Employee's employment under this Agreement, Employee will not directly or indirectly use or disclose any Confidential Information or Trade Secrets. For a period of one year following termination of Employee's employment with the Company, for whatever reason, Employee will not directly or indirectly use or disclose any Confidential Information or Trade Secrets.

1.2 Restrictions on Competition.

(a) During Employment. During the term of Employee's employment with the Company, Employee shall not directly or indirectly compete against the Company, or directly or indirectly divert or attempt to divert Customers' business from the Company.

(b) Following Employment For one year following termination of Employee's employment with the Company, for whatever reason, Employee agrees not to directly or indirectly solicit or attempt to solicit any business from any Restricted Customer in any manner which competes with the services or products offered by the Company or to directly or indirectly divert or attempt to divert any Restricted Customer's business from the Company.

1.3 Assignment of Business Ideas. The Company will own, and Employee hereby assigns to the Company, all rights in all Business Ideas developed by Employee during employment with Company

1.4 Definitions – the following definitions shall apply:

(a) Trade Secret shall have that meaning as set forth under applicable law. This term is deemed by the Company to specifically include all Company created computer source code and any confidential information received from a third party with whom the Company has a binding agreement restricting disclosure of such confidential information.

(b) Confidential Information shall mean all non-Trade Secret or proprietary information of the Company which has value to the Company and which is not known to the public or the Company's competitors, generally, including, but not limited to, new products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques and plans, business acquisition plans, methods of manufacture, technical processes, designs, inventions, research programs, and source code.

(c) Exclusions. Notwithstanding the foregoing, the terms "Trade Secret" and "Confidential Information" shall not include, and the obligations set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Employee to have been known by Employee prior to Employee's employment by the Company; (ii) is or becomes generally available to the public through no act or omission of Employee; (iii) is obtained by Employee in good faith from

a third party who discloses such information to Employee on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (iv) is independently developed by Employee outside the scope of Employee's employment without use of Confidential Information or Trade Secrets.

(d) Business Ideas as used in this Agreement means all ideas, inventions, data, software, developments and copyrightable works, whether or not patentable or registrable, which Employee originates, discovers or develops, either alone or jointly with others while Employee is employed by the Company and for one year thereafter and which are (i) related to any business known by Employee to be engaged in or contemplated by the Company, (ii) originated, discovered or developed during Employee's working hours, or (iii) originated, discovered or developed in whole or in part using materials, labor, facilities, Confidential Information, Trade Secrets, or equipment furnished by the Company.

(e) Customer shall mean any individual or entity for whom/which the Company has provided services or products or made a proposal to provide services or products.

(f) Restricted Customer shall mean any individual or entity for whom/which the Company provided services or products and with or about whom/which the Employee had contact or acquired confidential information or trade secrets on behalf of the Company during the two (2) years preceding termination, for whatever reason, of Employee's employment with the Company. In the event of assignment, for purposes of the first sentence of Paragraph 1.2(b), above, the term "Restricted Customer" shall mean any individual or entity for whom/which the Company provided services or products and with or about whom/which the Employee had contact or acquired confidential information or trade secrets on behalf of the Company during the two (2) years preceding termination, for whatever reason, of Employee's employment with the Company.

1.5 Return of Records. Upon termination of employment, for whatever reason, or upon request by the Company, Employee shall immediately return to the Company all documents, records, and materials belonging and/or relating to the Company, and all copies of all such materials. Upon termination of employment, for whatever reason, or upon request by the Company, Employee further agrees to destroy such records maintained by Employee on Employee's own computer equipment.

1.6 Non-Solicitation of Employees. During the term of Employee's employment with the Company and for one year thereafter, Employee shall not directly or indirectly encourage any Company employee to terminate his/her employment with the Company or solicit such an individual for employment outside the Company.

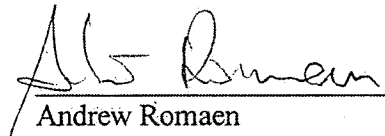
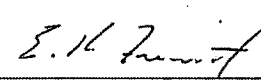
1.7 Scope of Restrictions. By entering into this Agreement, Employee acknowledges the nature of the Company's business and the nature and scope of the restrictions set forth in this Article, Employee acknowledges and represents that the scope of the restrictions are appropriate, necessary and reasonable for the protection of the Company's business, goodwill, and property rights. Employee further acknowledges that the restrictions imposed will not prevent Employee from earning a living in the event of, and after, termination of Employee's employment with the Company, for whatever reason. Nothing herein shall be deemed to prevent Employee, after

termination of Employee's employment with the Company, from using general skills and knowledge gained while employed by the Company.

1.8 Prospective Employers. Employee agrees, during the term of any restriction contained in this Article, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

1.9 Effect of Termination. Notwithstanding any termination of this Agreement, the Employee, in consideration of his employment hereunder, shall remain bound by the provisions of this Agreement which specifically relate to periods, activities or obligations upon or subsequent to the termination of the Employee's employment.

1.10 Effect of Breach. In the event that Employee breaches any provision of this Article, Employee agrees that the Company may suspend all additional payments to Employee under this agreement, recover from Employee any damages suffered as a result of such breach and recover from Employee any reasonable attorneys' fees or costs it incurs as a result of such breach. In addition, Employee agrees that the Company may seek injunctive or other equitable relief as a result of a breach by Employee of any provision of this Article.

	12/29/04		12/29/04
Andrew Romaen	Date	Edward K. Freimuth	Date