PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2583099

SUBMISSION TYPE:			CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:		F \	Corrective Assignment to correct the DOCUMENT DATE previously recorded on Reel 031241 Frame 0607. Assignor(s) hereby confirms the DOCUMENT DATE WAS INCORRECTLY RECORDED AS "03/06/2006". DOCUMENT DATE SHOULD BE "03/03/2006".			
CONVEYING PART	Y DATA					
۸			me	Ex	ecution Date	
JAMES W. SMITH				03/03/	/2006	
RECEIVING PARTY	DATA					
Name:		LEP AMERICA, INCORPORATED				
Street Address:	200 E. LONG	G LAKE R	ROAD			
Internal Address:	SUITE 110					
City:	BLOOMFIEL	BLOOMFIELD HILLS				
State/Country:	MICHIGAN					
Callo, Courra J.						
Postal Code:	48304					
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Date:	10/18/2013				
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Form **PTO-1595** (Rev. 06-12) OMB No. 0651-0027 (exp. 04/30/2015)

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

RECORDATION FORM COVER SHEET PATENTS ONLY						
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)	2. Name and address of receiving party(ies) Name: United Technologies Corporation					
James W. SMITH	Internal Address:					
Additional name(s) of conveying party(ies) attached? Yes No. 3. Nature of conveyance/Execution Date(s): Execution Date(s)	Street Address: One Financial Plaza					
Assignment Merger Security Agreement Change of Name	City: <u>Hartford</u>					
Joint Research Agreement	State: CT					
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: <u>US</u> Zip: <u>06101</u>					
Other	Additional name(s) & address(es) attached? 🗌 Yes 🔳 No					
4. Application or patent number(s): This A. Patent Application No.(s)	document serves as an Oath/Declaration (37 CFR 1.63). B. Patent No.(s)					
13/391,450						
Additional numbers at	tached? Yes No					
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:					
Name: Carlson, Gaskey & Olds, P.C.	7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u>					
Internal Address:	Authorized to be charged to deposit account					
Street Address: 400 W. Maple, Suite 350	 Enclosed None required (government interest not affecting title) 					
City: Birmingham	8. Payment Information					
State: <u>MI</u> Zip: <u>48009</u>						
Phone Number: 248-988-8360	Deperit Appaunt Number 50-1482					
Docket Number: 67404-001PUS1	Deposit Account Number <u>50-1482</u>					
Email Address:docket@cgolaw.com	Authorized User Name Matthew L. Koziarz					
9. Signature: /Matthew L. Koziarz/	2013-10-18					
Signature	Date					
Matthew L. Koziarz Name of Person Signing	Total number of pages including cover sheet, attachments, and documents: 10					
Documents to be recorded (including cover shee	t) should be faxed to (571) 273-0140, or mailed to: of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450					
	PATENT					

REEL: 031437 FRAME: 0268

CONFIDENTIALITY AGREEMENT

This Agreement is entered into as of <u>3rd</u> MAREH 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. <u>COVENANT NOT TO USE THE COMPANY'S CONFIDENTIAL</u> 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 subconsultants 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.

> PATENT REEL: 031437 FRAME: 0271

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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:

- 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

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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.

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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.

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

"COMPANY"

By: LEN BEHAYLO

Current Execution Date: <u>03 MARCH</u> 2006

"CONSULTANT"

By: <u>Mans W. Mul</u> DR. JAMES W. SMITH Title: <u>Professor Emeritus</u> Current Execution Date: <u>3rd MARCH</u> 2006