

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2736474

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|--|---|---------------|----------------|---------------------|------------|--------------------------|------------|-----------------|------------|----------------|------------|-----------------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>GUILLAME RAFFIN</td> <td>11/09/2013</td> </tr> <tr> <td>WILLIAM MORTLAND RADELIN</td> <td>05/23/2013</td> </tr> <tr> <td>SEBASTIEN BEHRA</td> <td>09/28/2004</td> </tr> <tr> <td>PIERRE BARRIOL</td> <td>11/09/2013</td> </tr> <tr> <td>BRIAN DANIEL ROCKWOOD</td> <td>11/04/2013</td> </tr> </tbody> </table> | | Name | Execution Date | GUILLAME RAFFIN | 11/09/2013 | WILLIAM MORTLAND RADELIN | 05/23/2013 | SEBASTIEN BEHRA | 09/28/2004 | PIERRE BARRIOL | 11/09/2013 | BRIAN DANIEL ROCKWOOD | 11/04/2013 |
| Name | Execution Date | | | | | | | | | | | | |
| GUILLAME RAFFIN | 11/09/2013 | | | | | | | | | | | | |
| WILLIAM MORTLAND RADELIN | 05/23/2013 | | | | | | | | | | | | |
| SEBASTIEN BEHRA | 09/28/2004 | | | | | | | | | | | | |
| PIERRE BARRIOL | 11/09/2013 | | | | | | | | | | | | |
| BRIAN DANIEL ROCKWOOD | 11/04/2013 | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| Name: | CATERPILLAR INC. | | | | | | | | | | | | |
| Street Address: | 100 N.E. ADAMS STREET | | | | | | | | | | | | |
| City: | PEORIA | | | | | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | | | | | |
| Postal Code: | 61629-9510 | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13989464</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13989464 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| Application Number: | 13989464 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| Fax Number: | (202)408-4400 | | | | | | | | | | | | |
| Phone: | 2024084000 | | | | | | | | | | | | |
| Email: | sopheareak.in@finnegan.com | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | | | | | | | | | | | | | |
| Correspondent Name: | FINNEGAN, HENDERSON, FARABOW, GARRETT & | | | | | | | | | | | | |
| Address Line 1: | 901 NEW YORK AVENUE, NW | | | | | | | | | | | | |
| Address Line 4: | WASHINGTON, DISTRICT OF COLUMBIA 20001 | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 08350.1140 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | SOPHEAREAK C. IN | | | | | | | | | | | | |

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|---|--------------------|
| Signature: | /Sopheareak C. In/ |
| Date: | 02/21/2014 |
| <p>Total Attachments: 18</p> <p>source=Assignment-Filing_08350-1140#page1.tif source=Assignment-Filing_08350-1140#page2.tif source=Assignment-Filing_08350-1140#page3.tif source=Assignment-Filing_08350-1140#page4.tif source=Assignment-Filing_08350-1140#page5.tif source=Assignment-Filing_08350-1140#page6.tif source=Assignment-Filing_08350-1140#page7.tif source=Assignment-Filing_08350-1140#page8.tif source=Assignment-Filing_08350-1140#page9.tif source=Assignment-Filing_08350-1140#page10.tif source=Assignment-Filing_08350-1140#page11.tif source=Assignment-Filing_08350-1140#page12.tif source=Assignment-Filing_08350-1140#page13.tif source=Assignment-Filing_08350-1140#page14.tif source=Assignment-Filing_08350-1140#page15.tif source=Assignment-Filing_08350-1140#page16.tif source=Assignment-Filing_08350-1140#page17.tif source=Assignment-Filing_08350-1140#page18.tif</p> | |

SOLE/JOINT INVENTION
(Worldwide Rights)
Attorney Docket No.: 08350.1140
Customer No.: 58,982

ASSIGNMENT

WHEREAS, We, the below named inventors, (hereinafter referred to as assignors), have made an invention entitled:

METHOD AND SYSTEM FOR CONTROLLING POWER DISTRIBUTION

for which I/We will or have filed a patent application; and

WHEREAS, **CATERPILLAR INC.**, a corporation of Illinois, whose post office address is *100 N.E. Adams Street, Peoria, Illinois 61629-9510, USA* (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, and in and to the patent application for this invention and any and all patents to be issued upon this application throughout the world;

NOW THEREFORE, be it known that for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application Serial No. _____, filed _____, and this application, and all divisions, and continuations thereof, and all patents which may be granted thereon, and all reissues thereof, as well as all rights to claim priority in any country or jurisdiction or patent office on the basis of this application, and all applications for patents which may hereafter be filed for this invention in any country or jurisdiction or patent office and all patents which may be granted on this invention in any country or jurisdiction or patent office, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request any official of any country or jurisdiction or patent office whose duty it is to issue patents on applications as described above, to issue all patents for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;


AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this

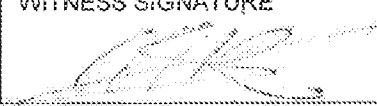
Page 1 of 5

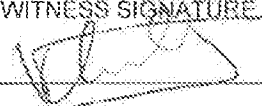
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invention in any country or jurisdiction or patent office, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

AND, I/WE HEREBY authorize Assignee or the attorneys/representatives of Assignee to insert here in parentheses the country, application number, and official filing date (_____ Application No. _____, filed _____).

| | | |
|---|--|-----------------------|
| 1. FULL NAME OF SOLE OR FIRST ASSIGNOR Guillaume RAFFIN | ASSIGNOR'S SIGNATURE  | DATE 9/11/2013 |
| ADDRESS 654, route des Michallons, Saint Nizier du Moucherot 38250, France | | CITIZENSHIP FRANCE |
| | | |

| | | |
|--|---|-----------------------|
| 1. WITNESS NAME Samir ARFA | WITNESS SIGNATURE  | DATE 9/11/2013 |
| ADDRESS 6, rue Rosa Luxemburg 38400 St Martin d'Hères FRANCE | | CITIZENSHIP France |
| | | |

| | | |
|---|--|-----------------------|
| 2. WITNESS NAME Vincent CHABOUD | WITNESS SIGNATURE  | DATE 9/11/2013 |
| ADDRESS 2 lot Le Prieme 38650 SIVARD FRANCE | | CITIZENSHIP FRANCE |
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|--|----------------------|--------------------|
| 2. FULL NAME OF SECOND ASSIGNOR William Mortland RADELINÉ | ASSIGNOR'S SIGNATURE | DATE |
| ADDRESS 11026 N. Onyx Lane, Dunlap, Illinois 61525 | | CITIZENSHIP USA |
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| 1. WITNESS NAME | WITNESS SIGNATURE | DATE |
| ADDRESS | | CITIZENSHIP |
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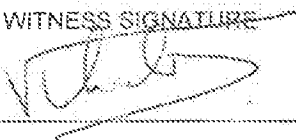
| | | |
|---|----------------------|-----------------------|
| 3. FULL NAME OF THIRD ASSIGNOR Sebastien BEHRA | ASSIGNOR'S SIGNATURE | DATE |
| ADDRESS c/o Caterpillar Inc., 40-48 Avenue Leon Blum, Grenoble 38041, France | | CITIZENSHIP FRANCE |
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| 2. WITNESS NAME | WITNESS SIGNATURE | DATE |
| ADDRESS | | CITIZENSHIP |
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| 4. FULL NAME OF FOURTH ASSIGNOR Pierre BARRIOL | ASSIGNOR'S SIGNATURE  | DATE 9/11/2013 |
| ADDRESS 18 impasse Paul Corbin, Sassenage 38360, France | | CITIZENSHIP FRANCE |
| | | |

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| 1. WITNESS NAME Vincent CHABOUD | WITNESS SIGNATURE  | DATE 9/11/2013 |
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|--|---|------------------------------|
| 2. WITNESS NAME <i>Steve RODRIGUES</i> | WITNESS SIGNATURE <i>[Signature]</i> | DATE <i>09/11/2013</i> |
| ADDRESS <i>4 Avenue de la République 93300 Gles</i> | | CITIZENSHIP <i>France</i> |
| <i>France</i> | | <i>France</i> |

| | | |
|--|----------------------|--------------------|
| 5. FULL NAME OF FIFTH ASSIGNOR Brian Daniel ROCKWOOD | ASSIGNOR'S SIGNATURE | DATE |
| ADDRESS 607 N. Main Street, Washington, Illinois 61571 | | CITIZENSHIP USA |
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| 1. WITNESS NAME | WITNESS SIGNATURE | DATE |
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for which I/We will or have filed a patent application; and

WHEREAS, **CATERPILLAR INC.**, a corporation of Illinois, whose post office address is *100 N.E. Adams Street, Peoria, Illinois 61629-9510, USA* (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, and in and to the patent application for this invention and any and all patents to be issued upon this application throughout the world;

NOW THEREFORE, be it known that for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application Serial No. _____, filed _____, and this application, and all divisions, and continuations thereof, and all patents which may be granted thereon, and all reissues thereof, as well as all rights to claim priority in any country or jurisdiction or patent office on the basis of this application, and all applications for patents which may hereafter be filed for this invention in any country or jurisdiction or patent office and all patents which may be granted on this invention in any country or jurisdiction or patent office, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request any official of any country or jurisdiction or patent office whose duty it is to issue patents on applications as described above, to issue all patents for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this

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invention in any country or jurisdiction or patent office, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;


AND, I/WE HEREBY authorize Assignee or the attorneys/representatives of Assignee to insert here in parentheses the country, application number, and official filing date (_____ Application No. _____, filed _____).

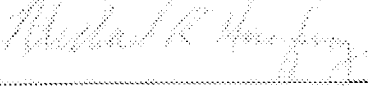
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| | | |
|---|--|-----------------------------|
| 2. FULL NAME OF SECOND ASSIGNOR William Mortland RADELINE | ASSIGNOR'S SIGNATURE  | DATE <i>May 23, 2019</i> |
| ADDRESS 11026 N. Onyx Lane, Dunlap, Illinois 61525 | | CITIZENSHIP USA |
| | | |

| | | |
|---|---|----------------------------|
| 1. WITNESS NAME <i>Norman R. Harwood</i> | WITNESS SIGNATURE  | DATE <i>31 May 2019</i> |
| ADDRESS <i>107 N. Cassida Dr. Dunlap, IL 61525</i> | | CITIZENSHIP USA |
| | | |

| | | |
|---|--|-----------------------------|
| 2. WITNESS NAME <i>Eric D. White</i> | WITNESS SIGNATURE  | DATE <i>May 23, 2019</i> |
| ADDRESS <i>13813 Eric Dr. Bloomington IL 61705</i> | | CITIZENSHIP USA |
| | | |

| | | |
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| 3. FULL NAME OF THIRD ASSIGNOR Sebastien BEHRA | ASSIGNOR'S SIGNATURE | DATE |
| ADDRESS c/o Caterpillar Inc., 40-48 Avenue Leon Blum, Grenoble 38041, France | | CITIZENSHIP FRANCE |
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| 4. FULL NAME OF FOURTH ASSIGNOR Pierre BARRIOL | ASSIGNOR'S SIGNATURE | DATE |
| ADDRESS 18 impasse Paul Corbin, Sassenage 38360, France | | CITIZENSHIP FRANCE |
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| ADDRESS | CITIZENSHIP | |
| | | |

| | | |
|---|--|-----------------|
| 5. FULL NAME OF FIFTH ASSIGNOR Brian Daniel ROCKWOOD | ASSIGNOR'S SIGNATURE <i>Brian Daniel Rockwood</i> | DATE 11/4/13 |
| ADDRESS 607 N. Main Street, Washington, Illinois 61571 | CITIZENSHIP USA | |
| | | |

| | | |
|--|--|-----------------|
| 1. WITNESS NAME <i>Rex Glover</i> | WITNESS SIGNATURE <i>Rex Glover</i> | DATE 11/5/13 |
| ADDRESS <i>213 County Rd 1275 E, Deer Creek, IL 60933</i> | CITIZENSHIP USA | |
| | | |

| | | |
|--|---|-----------------|
| 2. WITNESS NAME <i>Mike Fortadello</i> | WITNESS SIGNATURE <i>Mike Fortadello</i> | DATE 11/5/13 |
| ADDRESS <i>1519 W. Meadowview Dr, Danbury, IL 61525</i> | CITIZENSHIP USA | |
| | | |



Caterpillar France S.A.S.

40, avenue Léon-Blum
Boîte postale 55
F-38041 GRENOBLE CEDEX 9

CONTRAT DE TRAVAIL A DUREE INDETERMINEE

Entre : **CATERPILLAR FRANCE S.A.S.**
40, avenue Léon Blum
BP 55
38041 GRENOBLE CEDEX 9
n° URSSAF : GRENOBLE 28044

Et : **Monsieur Sébastien BEHRA**
8, rue Lazare Carnot
38000 GRENOBLE
Né le : 27 janvier 1981
A : Mulhouse (68)
Nationalité : Française

Date d'engagement prévu : lundi 4 octobre 2004 à 8h30

Monsieur,

Suite à votre candidature et aux entretiens que vous avez eus dans notre entreprise, je suis heureux de vous faire savoir que nous sommes disposés à vous embaucher, sous contrat à durée indéterminée, en qualité d'Ingénieur Débutant au sein de notre Département Produits Tracteurs et Chargeuses à compter du 4 octobre 2004, dans la mesure où vous vous déclarez libre de tout engagement à compter de cette date et, sous réserve des résultats de la visite médicale réglementaire passée auprès de notre Médecin du Travail.

Selon les dispositions de la Convention Collective Nationale des Ingénieurs et Cadres de la Métallurgie, votre classification professionnelle sera **Cadre position 1** et votre période d'essai d'une durée de 3 mois, sera renouvelable si besoin.

Nous vous proposons, pour l'horaire de travail collectif de l'entreprise, un salaire annuel brut de **30 098.55 Euros (trente mille quatre-vingt dix-huit Euros et cinquante cinq cents)** comportant une gratification de fin d'année équivalente à un mois de salaire. La période de référence pour le calcul s'étend de novembre à octobre et, pour la première année, la gratification est proratisée en fonction du nombre de mois de présence par rapport à cette période de référence.

Votre engagement implique le respect des textes applicables dans l'entreprise et la non divulgation, aux personnes non autorisées, d'informations confidentielles ou stratégiques et de données informatisées.

© 2004 CATERPILLAR FRANCE S.A.S. - 38000 GRENOBLE

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Lors des entretiens préalables à l'embauche, nous avons particulièrement insisté sur le fait que ce poste comportait, d'une part, d'éventuels changements d'horaire liés à la fonction et était assorti d'autre part, d'une clause de mobilité qui constitue un élément fondamental du présent contrat de travail. Cette clause fait partie intégrante du dit contrat sans qu'elle ne puisse être, en aucune façon, dissociée de l'engagement qu'implique votre signature. Cette clause de mobilité vous engage à répondre positivement à toute proposition, faite en accord avec les textes en vigueur, qui nécessiterait de changer de lieu de travail au sein du groupe et notamment sur les sites mondiaux connus et à venir dont les activités entreraient dans vos domaines de compétence et satisferaient aux intérêts de l'entreprise.

En tout état de cause, le refus d'accepter une mutation dans les établissements liés à cette clause de mobilité sera susceptible de constituer une faute pouvant entraîner l'application d'une sanction disciplinaire pouvant aller jusqu'au licenciement.

Dans le déroulement de votre carrière à CATERPILLAR, vous pouvez être chargé de « missions inventives » (recherche, développement de produits ou procédés) ; vous vous engagez à déclarer à la Société toutes les inventions que vous auriez mises au point, qui seront la propriété de la Société, qui pourra déposer un brevet d'invention pour les protéger, en France et à l'étranger.

D'autre part, l'article L. 611-7 du Code de la Propriété Intellectuelle précise que « les inventions de service, qui restent la propriété de l'employeur, sont non seulement celles qui sont réalisées dans le cadre d'un contrat de travail, comportant une mission inventive, mais également celles qui résultent de l'exécution d'études et de recherches confiées par l'employeur ».

Tant pendant le cours du présent contrat de travail qu'après son expiration pour quelque cause que ce soit, vous vous engagez à maintenir la confidentialité de toutes les informations et de tous les renseignements confidentiels auxquels vous avez eu ou vous aurez accès à l'occasion des fonctions que vous avez exercées ou que vous exercerez dans l'entreprise.

a) – Par informations ou renseignements de nature confidentielle, l'entreprise entend toutes les informations de nature technique, juridique, économique, comptable ou commerciale se rapportant à l'organisation, à l'activité, aux produits, au personnel de l'entreprise, sans que cette liste soit limitative, et quel que soit le support sur lequel ce renseignement ou cette information figure qu'il s'agisse de plans, de spécifications, de dessins, de données chiffrées, de schémas, de modèles, de programmes logiciels, de matériel informatique ou de toute autre documentation rédigée par écrit ou conservée par tout autre moyen.

Vous vous engagez également à utiliser les ressources informatiques de l'entreprise, qui sont la propriété exclusive de celle-ci, à des fins professionnelles. Toute autre utilisation devra se conformer strictement aux notes de services en vigueur dans l'entreprise.

A partir de 3 mois d'ancienneté, et à condition d'être présent à l'effectif le 31 décembre de l'année de référence, dans le Groupe Caterpillar, vous serez éligible au paiement d'une prime exceptionnelle et annuelle, basée sur les résultats de Caterpillar Inc., proratisée en fonction du nombre de mois passés dans le Groupe de Direction au cours de l'année de référence.

L'ensemble des règles relatives à cette prime exceptionnelle sont celles que vous trouverez dans le livret « Prime Exceptionnelle de Résultat ».

Cette prime exceptionnelle ne pourra être considérée, ni dans son principe, ni dans son montant, comme permanente, donc définitivement due, puisqu'elle dépend de la décision du Conseil d'Administration de Caterpillar Inc., des résultats de la Compagnie et de la contribution positive de Caterpillar France aux résultats du Groupe.

D'autre part, vous pourrez bénéficier d'autres avantages, en particulier le bénéfice d'une rente de conjoint (pour les personnes mariées), le maintien de salaire en cas de maladie durant 6 mois pour une ancienneté inférieure à 10 ans, et durant 12 mois pour une ancienneté supérieure à 10 ans.

Le présent contrat vous est adressé en deux exemplaires. Nous vous invitons, si vous êtes d'accord sur ses termes, à nous en retourner le double daté et signé, revêtu de la mention manuscrite « lu et approuvé – bon pour accord ».

Dans cette attente, nous vous prions d'agréer, Monsieur, l'expression de nos sentiments distingués.


Fait en double exemplaire, à Grenoble, le 28 septembre 2004.



Maurice PETIT
Directeur des Ressources Humaines

Sébastien BEHRA
Signature précédée de la mention manuscrite
« Lu et Approuvé – Bon pour Accord »

Lu et approuvé - bon pour accord



PERMANENT EMPLOYMENT AGREEMENT

40, avenue Léon-Blum
Boîte postale 55
F-38041 GRENOBLE CEDEX 9

Between:

40, avenue Léon-Blum
Boîte postale 55
38041 GRENOBLE CEDEX 9
URSSAF No.: GRENOBLE 28044

And:

Mr. Sébastien BEHRA
8, rue Lazare Carnot
38000 GRENOBLE
Born on: January 27, 1981
In: Mulhouse (68)
Nationality: French

Planned date of hire: Monday, October 4, 2004, at 8:30 AM

Dear Sir,

Following your application and the interviews you have had in our company, I am pleased to inform you that we are prepared to hire you on a permanent basis as a **Junior Engineer** in our **Tractor and Loader Products Department** starting on October 4, 2004, inasmuch as you state that you are free of any other commitment as of that date and, subject to the results of the regulatory medical visit conducted by our Occupational Physician.

Pursuant to the provisions of the National Collective Agreement of Metallurgy Engineers and Professionals, your professional classification will be **Professional Position I** and your three-month probationary period will be renewable if necessary.

Our offer to you, for the company's collective work schedule, a gross annual salary of **30,098.55 Euros (thirty thousand ninety-eight Euros and fifty-five cents)**, including an end-of-the-year bonus equal to one month's salary. The reference period for calculation is from November to October and, for the first year, the bonus is prorated based on the number of months of employment in relation to this reference period.

Your commitment implies compliance with the company's applicable standards and the non-disclosure to unauthorized people of confidential or strategic information and computerized data.

During the pre-hire interviews, we specifically insisted on the fact that this position includes, on the one hand, possible schedule changes related to the position and is accompanied, on the other, by a mobility clause that is a fundamental element of this employment agreement. This clause is an integral part of said agreement and may not be, in any manner, disassociated from the commitment that your signature entails. This mobility clause commits you to responding positively to any proposal made in accordance with current legislation that would require a change of work location within the [redacted] group and, in particular, on the locations around the world at present and those to come in the future where the activities would fall within your areas of expertise and would satisfy the interests of the company.

[Illegible file name]

Simplified joint stock company with capital stock of 125,730,000 Euros – R.C.S. Grenoble – Company register No. (SIREN) 061 500 245
Telephone: 04 76 23 70 00 – Fax: 04 76 40 14 31

PATENT
REEL: 032266 FRAME: 0699

In all cases, refusal to accept a transfer to institutions related to this mobility clause may be construed as a violation that may result in disciplinary penalties, which include the possibility of dismissal from the company.

Over the course of your career at [redacted], you may be entrusted with "inventive assignments" (research and development of products or processes); you pledge to declare to the company all inventions that you develop, which shall then be the property of the company, which may file a patent to protect them in France and abroad. On the other hand, Article L 611-7 of the Intellectual Property Code specifies that, "service inventions, which remain the property of the employer, are not only those created within the framework of an employment agreement, including an inventive assignment, but also those that are the product of studies and research entrusted by the employer."

Both during the validity of this employment agreement and after its termination for any cause, you pledge to maintain the confidentiality of all confidential information and intelligence to which you had or would have access in the performance of the functions that you exercised or will exercise in the company.

a) The company defines information or intelligence of a confidential nature as all information of a technical, legal, economic, accounting, or commercial nature referring to the organization, activity, products, and personnel of the company, without this list being exhaustive, and independent of the media on which this intelligence or information appears, whether plans, specifications, designs, metrics, diagrams, models, software programs, computer hardware, or any other documentation that is written out or preserved in any other medium.

Further, you pledge to use the company's computer and information systems, which are the exclusive property of the company, for professional purposes. Any other use must strictly conform to the service notifications in force within the company.

b) In the event of termination of this agreement, for any cause:
You pledge to return to the company, no later than on the day of cessation of your functions, all objects, documents, tariffs, programs, instructions, whatever the nature, that may have been given to you by the company in order to fulfill your mission.

You are prohibited from making copies of any of these documents or media, without prior authorization from the company.

You are prohibited from disclosing any of the confidential information defined above, without prior written authorization from the company.

c) The confidentiality obligation defined above is a material obligation of your employment agreement. It is in addition to the obligation of professional discretion contained in the company's internal regulations. Any breach of this obligation may give rise to the company's undertaking legal proceedings in the civil or criminal spheres.

d) Further, you pledge to:

- comply with the applicable regulatory documents in the company and, specifically, the company's internal regulation and any Company Agreement, all security instructions and rules and the use of personal protective equipment that are provided to you based on your position, and the specific instructions that will be given to your position within the company.
- immediately notify the company of any change, subsequent to your commitment, that may occur in your marital status, family situation, address, or any other information of significance to the

company. Any erroneous declaration either at the moment of hiring or during employment may result in dismissal from the company.

- subject yourself to verifications conducted by the Plant Protection Service.
- dedicate, professionally, your entire activity and attention to the company, and the exercise of any other professional activity, either on your own behalf or on the behalf of others, is as a consequence prohibited, except with the express agreement from Management.

In addition, you authorize the company to record and use personal information regarding you, including the information on the hiring form. This authorization is also applicable to information contained on computer media. You have a right to access and correct this information as per Article 27 of the Computing and Civil Liberties Law (Law 78-17 of 06/06/1978, amended by the law of 08/06/2004).

Your rank within the company entails membership in the Reserve Fund for Engineers and Professionals of the French Alps (CAPICAF) for retirement and the various risks (illness, disability, death, etc.), according to the system for Metallurgy.

You have the possibility of participating in the [redacted] investment plan, which consists of the purchase, with the participation of the company, of shares of [redacted].

Starting after your 3rd month of employment, and on the condition that you are on the payroll on December 31 of the year of reference, in the [redacted] you will be eligible for the payment of an exceptional annual bonus, based on the results of [redacted], prorated on the basis of the number of months spent in the Management Group during the year of reference.

All of the rules regarding this exceptional bonus are those that you will find in the "Exceptional Objective-Based Bonus."

This exceptional bonus shall not be considered, neither in its premise nor in its amount, as permanent, or as definitively due, since it depends on the decision of the Board of Directors of [redacted], the company's profits, and the positive contribution of [redacted] to the group's profits.

On the other hand, you may receive other benefits, specifically the benefit of a spouse's pension (for married employees) and maintenance of salary in the event of illness for 6 months for employees with fewer than 10 years in the company and for 12 months for employees with more than 10 years in the company.

This agreement is issued to you in two copies. We invite you, if you agree to its terms, to return the copy, dated and signed, along with the written mention, "Read, approved, and agreed."

In the meantime, we send you our warmest regards.

Drawn up in two original copies, in Grenoble, on September 28, 2004.

[Signature]
Maurice PETIT
Human Resources Director

Sébastien BEHRA
Signature preceded by the written mention
"Read, approved, and agreed"
[Handwritten: Read, approved, and agreed]
[Signature]