

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3042698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRANK G. WATSON	10/10/2011
RECEIVING PARTY DATA	
Name:	LUCIFER LIGHTING COMPANY
Street Address:	3750 IH-35 NORTH
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78219
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14258658
CORRESPONDENCE DATA	
Fax Number:	(512)536-4598
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	512-474-4201
Email:	aoipdocket@nortonrosefulbright.com
Correspondent Name:	FULBRIGHT & JAWORSKI LLP
Address Line 1:	98 SAN JACINTO BLVD.
Address Line 2:	SUITE 1100
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	LUCI.P0013US
NAME OF SUBMITTER:	MARL B. WILSON
SIGNATURE:	/Mark B. Wilson/
DATE SIGNED:	09/29/2014
Total Attachments: 5	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
Lucifer Lighting Company

Serial No.: 14/258,658

Filed: April 22, 2014

For: WALL WASHING LAMP

Group Art Unit: 2827

Atty. Dkt. No.: LUCI.P0013US

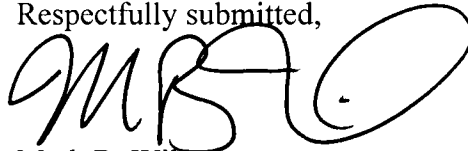
Confirmation No.: 1030

STATEMENT CONCERNING ASSIGNMENT OF RIGHTS

On October 10, 2011, Frank Watson executed the attached employment agreement with Lucifer Lighting Company (“Lucifer”). On April 22, 2013 the U.S. Provisional Application No. 61/814,695 (“the ‘695 application”) was filed with the U.S. Patent And Trademark Office, wherein Frank Watson was listed as the Inventor. Frank Watson’s employment with Lucifer Lighting Company ended on June 29, 2012.

The above-referenced application, which claims priority to the ‘695 application, was filed April 22, 2014. All work done by Frank Watson regarding the above-referenced application was done while he was an employee of Lucifer and subject to the attached agreement. Therefore, the attached agreement evidences that Lucifer is owner of the subject matter of this application, because all rights to the invention were conveyed to Lucifer upon creation by Frank Watson during the term of his employment with Lucifer.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MBAO', with a large, stylized flourish extending to the right.

Mark B. Wilson

Reg. No. 37,259

Attorney for Applicant

FULBRIGHT & JAWORSKI L.L.P.
98 San Jacinto Blvd, Suite 1100
Austin, Texas 78701
(512) 474-5201

Date: 29 September 2014

**CONFIDENTIALITY, NON-SOLICITATION, INTELLECTUAL PROPERTY AND NON
COMPETITION AGREEMENT**

THIS AGREEMENT (the "**Agreement**"), executed this 10th day of October 2011 (the "**Effective Date**"), is by and between Lucifer Lighting Company (the "**Company**"), and Frank Watson (the "**Employee**").

WHEREAS, the Company is engaged in the development and manufacturing of highly specialized lighting products for distribution worldwide (the "**Business**"), has expended considerable effort and expense in developing its Business, and desires to protect the confidentiality of the Company's proprietary information to which Employee will have access during Employee's employment with the Company; and

WHEREAS, Employee wishes to continue employment with the Company and provide services on behalf of the Company;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Acknowledgment of Proprietary Interest.**

(a) Within thirty (30) days of the Effective Date, Company covenants and agrees that it will provide, Employee with (i) Confidential Information and (ii) specialized technical training relating to the Company's Business. Employee recognizes the proprietary interest of the Company and its Affiliates in any Confidential Information (as hereinafter defined) of the Company and its Affiliates. Employee acknowledges and agrees that any and all Confidential Information learned by Employee during the course of his engagement by the Company, whether developed by Employee alone or in conjunction with others, shall be and is the property of the Company and its Affiliates. Employee further acknowledges and understands that his disclosure of any Confidential Information and/or proprietary information will result in irreparable injury and damage to the Company and its Affiliates.

(b) As used herein, "**Confidential Information**" means all confidential and proprietary information of the Company and its Affiliates, including, without limitation, information derived from formulas, reports, investigations, experiments, research, manufacturing and production techniques, work in progress, drawing, designs, plans, proposals, codes, marketing and sales programs, client lists, client mailing lists, financial statements, accounting information, financial projections, cost summaries, pricing formula, and all other concepts, ideas, materials, or information prepared or performed for or by the Company or its Affiliates. "**Confidential Information**" also includes information related to the Business, products or sales of the Company or its Affiliates, or any of their respective customers, other than information which is otherwise publicly available.

(c) For purposes of this Agreement, "**Affiliate(s)**" means, with respect to the Company, any corporation, limited liability company, partnership, joint-venture or other legal entity, who, directly or indirectly, controls, is controlled by or is under common control with the Company.

2. **Covenant-Not-to-Divulge Confidential Information.** Employee acknowledges and agrees that the Company and its Affiliates are entitled to prevent the disclosure of Confidential Information. In consideration of the obligations of the Company in Section 1 above, Employee agrees that during his employment and at all times thereafter to hold in strict confidence and not to disclose or allow to be disclosed to any person, firm, corporation or entity other than to persons engaged by the Company and its Affiliates to further the Business of the Company and its Affiliates, and not to use except in the pursuit of the Business of the Company and its Affiliates, the Confidential Information, without the prior written consent of the Company, including Confidential Information developed by Employee.

3. **Work Product.** Employee acknowledges and agrees that any trade secrets, inventions, mask works, ideas, processes, formulas, other works of authorship, know-how, improvements, developments,

techniques, inventions, programs, designs and discoveries, and any improvements thereto, which relate, directly or indirectly to the Business of the Company that are (i) made (regardless of location) by the Employee, during any period whatsoever Employee is an employee or is otherwise employed by the Company, solely or jointly with others, or (ii) made (regardless of location) by the Employee, during any period whatsoever Employee is an employee or is otherwise employed by the Company, solely or jointly with others, with the Company's equipment, supplies, facilities, trade secrets, patents, or time or any equipment, supplies, facilities, trade secrets, or patents supplied by a third party in connection with the Company's Business (collectively, the "**Work Product**"), shall be the sole and exclusive property of the Company. Employee hereby assigns to the Company all rights, title, and interest that Employee may have now or in the future in or to any Work Product. Employee hereby automatically assigns, at the time of creation of the Work Product, without any requirement of any additional consideration, any right, title, or interest Employee may have in such Work Product that relates, directly or indirectly, to the Business of the Company, including, but not limited to, any copyrights, patents, or other intellectual property rights pertaining thereto. Upon request of the Company and without any further consideration, Employee covenants and agrees that Employee shall at all times hereafter take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment to the Company or its designees.

4. **No Solicitation.** In consideration of the obligations of the Company in Section 1 above, Employee covenants and agrees that he will not, during the Restricted Period, either directly or indirectly, advise, solicit or otherwise attempt to secure the then current employees, officers or agents of the Company or its Affiliates as employees, consultants, partners, shareholders or principals in connection with the ownership, management, operation or control of any business competing with the Company's Business. In addition, during the Restricted Period, Employee shall neither assist nor finance any person or entity in any manner or in any way inconsistent with the intent and purpose of this Agreement. Employee further covenants and agrees that he shall not disparage the Company or any of its Affiliates, shareholders, directors, officers, employees, or agents at any time during or after the Restricted Period.

5. **Return of Materials at Termination.** Upon termination or cessation of employment with Company for any reason whatsoever, Employee shall immediately deliver to the Company all Company property, including but not limited to Confidential Information, provided to Employee during the course of employment with the Company and shall not take or retain possession of any Company property or any reproduction or excerpt thereof, containing or pertaining to any Confidential Information.

6. **Remedies for Breach.** Employee acknowledges that compliance with the covenants previously set forth herein is necessary to protect the business and goodwill of the Company and that a breach of those covenants will irreparably and continually damage Company, for which money damages may not be adequate. Employee agrees that in addition to any other rights or remedies the Company may have, that the Company shall be entitled, if it so elects, to institute a proceeding in any court of competent jurisdiction either in law or equity, to obtain a preliminary or permanent injunction (without posting any bond) in order to prevent activities in violation of this Agreement and to obtain specific performance and/or money damages for any breach of this Agreement, but nothing herein contained shall be construed to prevent such remedy or combination of remedies as Company may elect to invoke.

7. **Severability.** The parties agree that this Agreement is divisible and separable so that, if any provision, paragraph or subparagraph hereof shall be held to be unreasonable, unlawful or unenforceable, such holding shall not impair the remaining provision, paragraph or subparagraph hereof. In addition, if any provision, paragraph or subparagraph hereof is held to be too broad or unreasonable, such provision, paragraph or subparagraph shall be modified to the extent necessary in order that any such provision, paragraph or subparagraph hereof shall be legally enforceable to the fullest extent permitted by law, and the parties hereby expressly authorize any court of competent jurisdiction to enforce any such provision, paragraph, subparagraph or portion thereof to the fullest extent permitted by applicable law. Each provision,

paragraph and subparagraph of this Agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

8. **Binding Effect.** Employee's rights and obligations are not transferable or assignable to any other person, and subject to such restriction this Agreement shall be binding upon and shall inure to the benefit of the Employee and Employee's heirs, assigns, executors, administrators and personal representatives and shall inure to the benefit of the Company and its affiliates and subsidiaries, and their successors and assigns. Employee acknowledges and agrees that the Company may assign this Agreement to any parent, subsidiary, affiliate or any other third party.

9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws (but not the rules governing conflicts of laws) of the State of Texas and venue for any proceeding arising out of or related to this Agreement must be brought in the courts located in San Antonio, Bexar County, Texas.

10. **Indemnification/Payment of Legal Expenses.** Employee shall indemnify and hold the Company harmless against any and all losses suffered by the Company as a result of any violation by Employee of any of the provisions hereof. In any action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of investigation and litigation. The "prevailing party" means the party determined by the court to have most nearly prevailed, even, if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

11. **No Employment Contract.** Employee acknowledges and agrees (i) that Employee's employment is "at-will", i.e. terminable by either party at any time, (ii) that this Agreement is not a contract for employment or continued employment, and (iii) this Agreement does not place any obligations upon the Company with respect to Employee except as specifically stated herein. Employee acknowledges that Employee has duties to the Company imposed by law, including a fiduciary duty to act in the best interests of the Company. No provision of this Agreement shall be construed to restrict or reduce the nature or scope of Employee's fiduciary and other duties to the Company in any manner whatsoever.

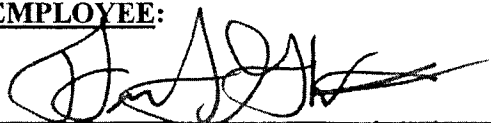
12. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by the breaching party.

13. **Construction.** This Agreement shall not be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter.

14. **Entire Agreement; Modification.** This Agreement constitutes the complete understanding between the parties with respect to the subject matter hereof, all prior representations, understandings or agreements having been merged into this Agreement. Modification of this Agreement may be made only in writing signed by Employee and President of Company.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

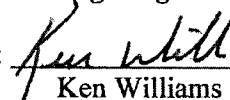
EMPLOYEE:



Printed Name: Frank G. Watson

COMPANY:

Lucifer Lighting Company

By: 
Ken Williams
Human Resources Manager