

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLYDE B. MABRY III	01/08/2008
RECEIVING PARTY DATA	
Name:	CORNING CABLE SYSTEMS LLC
Street Address:	800 17TH STREET, N.W.
City:	HICKORY
State/Country:	NORTH CAROLINA
Postal Code:	28601
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7903925
Patent Number:	8301004
CORRESPONDENCE DATA	
Fax Number:	(937)449-6405
<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:	937-449-6400
Email:	sherrie.hilty@dinsmore.com
Correspondent Name:	JAMES E. BEYER, DINSMORE & SHOHL LLP
Address Line 1:	ONE S. MAIN STREET, FIFTH THIRD CENTER
Address Line 2:	SUITE 1300
Address Line 4:	DAYTON, OHIO 45402
ATTORNEY DOCKET NUMBER:	COC 0001 P0/34116.1472
NAME OF SUBMITTER:	JAMES E. BEYER
SIGNATURE:	/James E. Beyer/
DATE SIGNED:	10/09/2014
Total Attachments: 2	
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AGREEMENT

Agreement made this 8TH day of JANUARY, 2008, by and between:

Corning Cable Systems LLC a North Carolina limited liability company 800 17 th Street NW Hickory, NC 28601-3336	AND	[Type or Print Name and Address] Name: <u>CLYDE BENTON MABRY III</u> Address: <u>3325 47TH AVE NE</u> <u>HICKORY NC 28601</u>
("Corning Cable Systems" herein)		("Employee" herein)

WHEREAS, Employee desires to be employed by Corning Cable Systems and Corning Cable Systems desires to employ the Employee in a capacity in which Employee may receive or contribute to confidential information, as hereinafter defined;

NOW, THEREFORE, in consideration of such employment, and other (beyond that of employment) good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. As used in this Agreement:
 - a) "Corning Cable Systems" means Corning Cable Systems LLC, its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling or under common control with it.
 - b) "Confidential Information" means information (transmitted either orally and/or in writing) disclosed to the Employee or known by the Employee as a consequence of or through his employment by Corning Cable Systems, not generally known in the industry in which Corning Cable Systems is or may become engaged, about Corning Cable Systems or a third party's products, processes and services, including information relating to research, development, inventions, manufacturing, purchasing, forecasting, accounting, engineering, marketing, merchandising and selling.
 - c) "Inventions" means discoveries, concepts and ideas, whether patentable or not, including but not limited to processes, methods, formulas, and techniques, as well as improvements thereof or trade secrets and know-how related thereto, concerning any past, present or prospective activities of Corning Cable Systems with which the Employee is acquainted as a result of his employment by Corning Cable Systems.
 - d) "Conflicting Organization" means any person or organization engaged in or about to become engaged in research, development, production, marketing, or selling of a Conflicting Product.
 - e) "Conflicting Product" means any product, process or service of any person or organization other than Corning Cable Systems, in existence or under development, which resembles or competes with a product, process, or service upon or with which the Employee works during the five years prior to the termination of his employment by Corning Cable Systems or about which the Employee acquires Confidential information.
 - f) Words importing the masculine gender include the feminine as well; the plural includes the singular.
2. While employed by Corning Cable Systems, Employee shall faithfully and to the best of his ability perform and render such services and perform such duties for Corning Cable Systems as it shall direct, and shall devote all of his working time to such working services and duties.
3. Any invention or writing created or made by the Employee: (i) using any portion of Corning Cable Systems' time, money, materials, tools, apparatus, Confidential Information, or any other resources; or (ii) that relates to Corning Cable Systems' business or actual or demonstrably anticipated research or development; or (iii) that results from any work performed by the Employee for Corning Cable Systems, is conclusively deemed to be the property of Corning Cable Systems. For such inventions or writings, created or made during his employment, and for those made within one (1) year after termination of such employment if based on or related to Confidential Information, without royalty or any other consideration to him therefor:
 - a) The Employee shall inform Corning Cable Systems promptly and fully of such Inventions by a written report setting forth in detail the procedures employed and the results achieved. The report will be submitted by the Employee upon completion of any studies or research projects undertaken on Corning Cable Systems behalf, whether or not in the Employee's opinion a given project has resulted in an Invention.
 - b) The Employee shall apply at Corning Cable Systems' request and expense for United States and foreign letters patent, either in the Employee's name or otherwise as Corning Cable Systems shall desire.
 - c) The Employee hereby assigns and agrees to assign to Corning Cable Systems all of his rights to such Inventions and to applications for United States and/or foreign letters patent and to United States and/or foreign letters patent granted upon such Inventions.

- d) The Employee shall acknowledge and deliver promptly to Corning Cable Systems, without charge to Corning Cable Systems but at its expense, such written instruments and do such other acts, such as giving testimony and support of the Employee's inventorship, as may be necessary in the opinion of Corning Cable Systems to obtain and maintain United States and/or foreign letters patent and to vest the entire right and title thereto in Corning Cable Systems.
 - e) Corning Cable Systems shall also have the royalty-free right to use in its business to make, use, sell, lease, barter, or have made products, processes and/or services derived from any inventions, discoveries, concepts and ideas, whether or not patentable, including but not limited to formulas, methods, processes and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of Inventions as defined herein but which are conceived or made by the Employee during the hours which he is employed by Corning Cable Systems or with use or assistance of Corning Cable Systems' facilities or materials and personnel.
4. a) Except as required in his duties to Corning Cable Systems, the Employee will never, either directly or indirectly, use, disseminate, disclose, lecture upon or publish articles concerning any Confidential Information.
- b) Upon termination of his employment with Corning Cable Systems, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the Employee's possession, whether prepared by him or others, will be identified by the Employee and left with Corning Cable Systems, after first advising Corning Cable Systems of their physical location.
- c) Except as listed in Exhibit A annexed hereto, the Employee will not assert any rights under any inventions, discoveries, concepts or ideas or improvements thereof, or know-how relating thereto, as having been made or acquired by him prior to his being employed by Corning Cable Systems and not otherwise covered by the terms of this Agreement. It is to be conclusively presumed that the absence of any Exhibit A annexed hereto shall be deemed conclusive evidence of the absence of any such rights.
- d) For a period of three (3) years after the termination of his employment with Corning Cable Systems, Employee will not render services, either directly or indirectly, to any Conflicting Organization without first notifying Corning Cable Systems in writing of his intention to do so.
- e) All Confidential Information in the possession of or known to the Employee shall be kept by Employee in trust and confidence and shall not be made known to anyone who has not entered into an agreement similar to the instant Agreement. However, such may be released by Corning Cable Systems upon application for release in writing by the Employee to Corning Cable Systems in Corning Cable Systems' sole discretion. In the event that a release is issued by Corning Cable Systems to the Employee, Corning Cable Systems shall retain a royalty-free, non-exclusive license for itself, its successors and nominees, to make, use and sell, lease, have made, import or barter said Invention, improvement, discovery, trade secret or writing and the Employee is to do no act that may harm, destroy or diminish Corning Cable Systems' right to make use of said Invention, improvement, trade secret, discovery or writing.
5. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, successors, nominees and/or assigns.
6. This Agreement shall be governed for all purposes by the laws of the State of North Carolina. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement and shall otherwise remain in full force and effect. Any breach of this Agreement shall be conclusively presumed to cause irreparable harm to Corning Cable Systems.
7. Any dispute or controversy arising from or relating to this Agreement shall be decided by arbitration by a single arbitrator in the City of Hickory, North Carolina by the American Arbitration Association in accordance with the rules and regulations of that association then in force. The arbitrator shall have the power to issue restraining orders, both temporary and permanent, upon the showing of appropriate facts by a party requesting such relief. At the request of either Corning Cable Systems or Employee, arbitration proceedings will be conducted in the utmost secrecy. In such case, all evidence shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by Corning Cable Systems or by the Employee and by their respective attorneys, and they shall agree in advance in writing to receive all such evidence confidentially and to maintain such evidence in secrecy until such information shall become generally known to the public.

IN WITNESS WHEREOF, we hereby set our hands and seals as of the date first above written.

Corning Cable Systems LLC

By: _____

Sr. Vice President/Human Resources & Administration

Clyde Benton (Seal)
Employee

Attest: _____

Assistant Secretary

[SEAL-CORNING

CABLE SYSTEMS LLC]

PATENT

RECORDED: 10/09/2014

REEL: 033944 FRAME: 0240