

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3750906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK R. MARTINEZ	05/21/2007
JOEL ALLEN	11/20/2015
BRANDON MILLER	11/30/2015
WHITNEY M. MOKS	11/09/2015
CHRISTOPHER S. HOPPE	11/05/2015
STEVEN W. HYMA	11/05/2015
MICHAEL S. STEELE	06/25/2014
STEVEN G. MELNYK	05/19/2015
WADE F. BURCH	04/04/2012
MATTHEW W. NAIVA	11/13/2015
ERIC MACKEY	01/19/2016
RECEIVING PARTY DATA	
Name:	MILWAUKEE ELECTRIC TOOL CORPORATION
Street Address:	13135 WEST LISBON ROAD
City:	BROOKFIELD
State/Country:	WISCONSIN
Postal Code:	53005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14134468
CORRESPONDENCE DATA	
Fax Number:	
<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:	414-271-6560
Email:	MKEIPDOCKET@MICHAELBEST.COM
Correspondent Name:	MICHAEL, BEST & FRIEDRICH LLP (MT)
Address Line 1:	100 EAST WISCONSIN AVENUE
Address Line 2:	SUITE 3300
Address Line 4:	MILWAUKEE, WISCONSIN 53202

PATENT

ATTORNEY DOCKET NUMBER:	066042-8551-US07
NAME OF SUBMITTER:	EDWARD R. LAWSON JR.
SIGNATURE:	/edward r. lawson jr./
DATE SIGNED:	02/23/2016

Total Attachments: 38

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ASSIGNMENT

Pursuant to our obligation to Milwaukee Electric Tool Corporation (hereinafter referred to as "Assignee"), a Delaware corporation having its principal place of business at:

13135 West Lisbon Road
Brookfield, WI 53005

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged,
we:

Mark R. Martinez
1826 Stoney Creek Ct.
Atwater, CA 95301

Joel Allen
8484 W. Almond Avenue
Winton, CA 95388

Brandon Miller
1541 N. Jefferson Street, Unit 201
Milwaukee, WI 53202

Whitney M. Moks
10847 West Coronado Court
Franklin, WI 53132

Christopher S. Hoppe
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485 E. Lake Shore Drive
Barrington, IL 60016

Matthew W. Naiva
2439 N. 72nd Street
Wauwatosa, WI 53213

Eric Mackey
2819 South Herman Street
Milwaukee, WI 53207

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

(1) in and to inventions described in a patent application titled "TOOL STORAGE DEVICES" for which we filed United States Patent Application No. 14/134,468 (Atty. File No. 066042-8551-US07) (hereinafter the "U.S. utility patent application") which application claims the benefit of United States Provisional Patent Application No. 61/739,459, filed December 19, 2012 , United States Provisional Patent Application No. 61/739,473, filed December 19, 2012 , United States Provisional Patent Application No. 61/739,530, filed December 19, 2012 , United States Provisional Patent Application No. 61/766,493, filed February 19, 2013 , United States Provisional Patent Application No. 61/839,783, filed June 26, 2013 , United States Provisional Patent Application No. 61/840,265, filed June 27, 2013 and United States Provisional Patent Application No. 61/867,438, filed August 19, 2013 (hereinafter the "U.S. provisional patent applications");

(2) in and to the U.S. utility patent application, and the U.S. provisional patent applications, in and to all other patent applications (including divisional, continuation, continuation-in-part, 35 U.S.C. §111(b) provisional, 35 U.S.C. §111(a), and reissue applications) based upon said inventions, and in and to the patent or patents to be granted thereon, to the full end of the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the U.S. utility patent application and the U.S. provisional patent applications, and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on either or both of the U.S. utility patent application and the U.S. provisional patent applications.

We hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

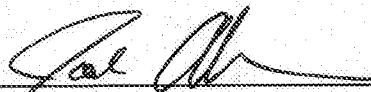
The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said patent or patents to Assignee.

Date

Nov 20, 2015

Date

Mark R. Martinez


Joel Allen

Date

Brandon Miller

Date

Whitney M. Moks

Date

Christopher S. Hoppe

Date

Steven W. Hyma

Date

Michael S. Steele

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~~1541 N. Jefferson Street, Unit 201~~ 4650 Stillwater Cir
~~Milwaukee, WI 53202~~ Waukesha, WI 53189

AM
4/30/2003

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Date

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11/5/15

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Date

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Wade F. Burch



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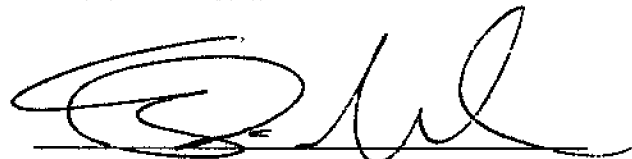
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Date

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1/19/16

Date



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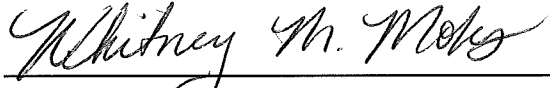
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5.19.15

Date



Steven G. Melnyk

Date

Wade F. Burch

Date

Matthew W. Naiva

Date

Eric Mackey

AGREEMENT LIMITING CERTAIN UNFAIR ACTIVITIES

This Agreement Limiting Certain Unfair Activities ("Agreement") is entered into by and among Milwaukee Electric Tool Corporation ("METCO" or the "Company") and Murphy Scott Steele ("Employee") (together, the "Parties").

RECITALS

The Company desires to promote employee to the position of Regional Representative on an at-will basis and to set forth the terms and conditions of the Employee's employment, and the Employee desires to be promoted and continue to be employed by the Company on an at-will basis on the terms and conditions set forth in this Agreement; and

The course of employment and in connection with Employee's promotion, the Employee will be provided and learn confidential information regarding the Company's and/or Affiliated Company's (as defined in Paragraph 24) customers, or will establish, maintain and improve knowledge of or relationships or goodwill with the Company's customers, or will learn the Company's and/or Affiliated Company's Trade Secrets or Confidential Information (as such terms are defined below); and

The Company would not promote and continue to employ Employee if Employee did not accept the terms outlined herein.

THE EMPLOYEE HAS REVIEWED THE MATTERS RECITED IN THE PARAGRAPHS ABOVE AND CONFIRMS THAT HE/SHE AGREES WITH THE ABOVE RECITALS.

TERMS AND CONDITIONS

In consideration of the foregoing recitals and of the promises and covenants set forth herein, in exchange for Employee's access or continued access to the Company's and/or Affiliated Company's customer relationships, good will, Confidential Information or Trade Secrets, Employee's promotion and at-will employment with the Company, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms have the definitions set forth in Paragraph 24 of this Agreement, which begins on page 5.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Proprietary Creations. "Proprietary Creations" means inventions, discoveries, designs, improvements, creations, and works conceived, authored, or developed by Employee, either individually or with others, any time during Employee's employment with the Company that: (a) relate to the Company's or Affiliated Company's current or contemplated business or activities; (b) relate to the Company's or Affiliated Company's actual or demonstrably anticipated research or development; (c) result from any work performed by Employee for the Company or Affiliated Company; (d) involve the use of the Company's or Affiliated Company's equipment, supplies, facilities or Trade Secrets; (e) result from or are suggested by any work done by the Company or Affiliated Company or at the Company's request, or any projects specifically assigned to Employee; or (f) result from Employee's access to any of the Company's or Affiliated Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials. All Proprietary Creations are the sole and exclusive property of the Company or Affiliated Company whether patentable or registrable or not, and Employee assigns all rights, title and interest in same to the Company or Affiliated Company.

All Proprietary Creations which are copyrightable shall be considered "work(s) made for hire" as that term is defined by U.S. Copyright Law. If for any reason a U.S. court of competent jurisdiction determines such Proprietary Creations not to be works made for hire, Employee will assign all rights, title and interest in such works to the Company and, to the extent permitted by law, Employee hereby assigns such rights, title and interest in such Proprietary Creations to the Company. Employee will promptly disclose all Proprietary Creations to the Company and, if requested to do so, provide the Company a written description or copy thereof.

No provision in this Agreement requires Employee to assign any of his or her rights to an invention if that invention qualifies for exclusion under the applicable law of the state in which the Employee is a resident, which may be amended from time to time. Employee is not required to assign rights to any invention for which no equipment, supplies, facility, or trade secret information of the Company or Affiliated Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of the Company or Affiliated Company or (ii) to the Company's or Affiliated Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company or Affiliated Company.

In the event Proprietary Creations should be assigned or transferred to a parent, subsidiary or related entity of the Company, or an entity owned (in whole or in part) by the Company, the Company shall make this determination and shall make the appropriate assignment or transfer or shall direct Employee to make such assignment or transfer, and Employee shall cooperate with the Company in making such assignment or transfer.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. Assignment. The Company's rights under this agreement will automatically be assigned to any parent, subsidiary or related entity of the Company if the Employee commences employment with the parent, subsidiary or related entity of the Company after Employee's employment with the Company ends. The Company may also assign its rights under the Agreement to any successor company. In the event of assignment of this Agreement, the entity to which this Agreement is assigned shall be included in the definition of the term "Company" as used in this Agreement. This Agreement and the respective rights, duties, and obligations of the Employee hereunder may not be assigned or delegated by Employee.

18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Company and Employee concerning the subject matter addressed herein and supersedes and extinguishes any and all other previous agreements or understandings, whether written or oral.

between Employee and the Company concerning such subject matter. This Agreement may only be modified by a writing signed by the Parties.

19. Waiver. The waiver by any Party of the breach of any covenant or provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
20. Invalidity of any Provision. The provisions of this Agreement are severable, it being the intention of the Parties that should any provision hereof be invalid or unenforceable, such invalidity or unenforceability of any provision shall not affect the remaining provisions hereof, but the same shall remain in full force and effect to the fullest extent permitted by law as if such invalid or unenforceable provision were omitted. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, Company and Employee agree that such provision is to be reformed to the extent necessary for the provision to be valid and enforceable to the fullest and broadest extent permitted by applicable law, without invalidating the remainder of this Agreement.
- [REDACTED]

22. Interpretation and Construction. As used in this Agreement, (a) the words "include," "including" and variations thereof will not be deemed to be terms of limitation, (b) "or" is disjunctive but not necessarily exclusive, (c) paragraph headings are for convenience only and will have no interpretive value and (d) "\$" means U.S. Dollars or their equivalent in the local currency at the exchange rate in effect at the time the currency amount is to be determined under the terms of this Agreement.
23. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
24. Definitions. When used in this Agreement the following terms have the definition set forth below:

- (a) "Affiliated Companies" means Techtronic Industries North America, Inc. and any of its parent, subsidiary or affiliated companies.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25. Reasonableness of Restrictions. EMPLOYEE HAS READ THIS AGREEMENT AND AGREES THAT THE RESTRICTIONS ON EMPLOYEE'S ACTIVITIES OUTLINED IN THIS AGREEMENT ARE REASONABLE AND NECESSARY TO PROTECT COMPANY'S LEGITIMATE BUSINESS INTERESTS, THAT THE CONSIDERATION PROVIDED BY COMPANY IS FAIR AND REASONABLE, AND FURTHER AGREES THAT GIVEN THE IMPORTANCE TO COMPANY OF ITS CONFIDENTIAL INFORMATION, TRADE SECRETS AND CUSTOMER RELATIONSHIPS, THE POST-EMPLOYMENT RESTRICTIONS ON EMPLOYEE'S ACTIVITIES ARE LIKEWISE FAIR AND REASONABLE. EMPLOYEE AGREES THAT THE GEOGRAPHIC RESTRICTIONS ON EMPLOYEE'S POST-EMPLOYMENT ACTIVITY ARE REASONABLE. EMPLOYEE REPRESENTS AND WARRANTS THAT EMPLOYEE WILL BE ABLE TO SECURE EMPLOYMENT IN EMPLOYEE'S FIELD OF EXPERIENCE WITHOUT VIOLATING ANY PROVISION OF THIS AGREEMENT.

The Parties hereto have executed this Agreement as of the date set forth next to the Employee's name and signature below.

Milwaukee Electric Tool Corporation

By: [Signature] Rebausch

6-25-14
Date

[Signature]
Employee Signature

06/25/14
Date

Printed Name: Andrew Scott Steinhilber

AGREEMENT LIMITING CERTAIN UNFAIR ACTIVITIES

This Agreement Limiting Certain Unfair Activities ("Agreement") is entered into by and among Milwaukee Electric Tool Corporation ("METCO" or the "Company") and Wade Ruch ("Employee") (together, the "Parties").

RECITALS

The Company desires to promote employee to the position of Principal Engineer on an at-will basis and to set forth the terms and conditions of the Employee's employment, and the Employee desires to be promoted and continue to be employed by the Company on an at-will basis on the terms and conditions set forth in this Agreement; and

The course of employment and in connection with Employee's promotion, the Employee will be provided and learn confidential information regarding the Company's and/or Affiliated Company's (as defined in Paragraph 24) customers, or will establish, maintain and improve knowledge of or relationships or goodwill with the Company's customers, or will learn the Company's and/or Affiliated Company's Trade Secrets or Confidential Information (as such terms are defined below); and

The Company would not promote and continue to employ Employee if Employee did not accept the terms outlined herein.

THE EMPLOYEE HAS REVIEWED THE MATTERS RECITED IN THE PARAGRAPHS ABOVE AND CONFIRMS THAT HE/SHE AGREES WITH THE ABOVE RECITALS.

TERMS AND CONDITIONS

In consideration of the foregoing recitals and of the promises and covenants set forth herein, in exchange for Employee's access or continued access to the Company's and/or Affiliated Company's customer relationships, good will, Confidential Information or Trade Secrets; Employee's promotion and at-will employment with the Company; and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms have the definitions set forth in Paragraph 24 of this Agreement, which begins on page 5.

5. **Proprietary Creations.** "Proprietary Creations" means inventions, discoveries, designs, improvements, creations, and works conceived, authored, or developed by Employee, either individually or with others, any time during Employee's employment with the Company that: (a) relate to the Company's or Affiliated Company's current or contemplated business or activities; (b) relate to the Company's or Affiliated Company's actual or demonstrably anticipated research or development; (c) result from any work performed by Employee for the Company or Affiliated Company; (d) involve the use of the Company's or Affiliated Company's equipment, supplies, facilities or Trade Secrets; (e) result from or are suggested by any work done by the Company or Affiliated Company or at the Company's request, or any projects specifically assigned to Employee; or (f) result from Employee's access to any of the Company's or Affiliated Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials. All Proprietary Creations are the sole and exclusive property of the Company or Affiliated Company whether patentable or registrable or not, and Employee assigns all rights, title and interest in same to the Company or Affiliated Company.

All Proprietary Creations which are copyrightable shall be considered "work(s) made for hire" as that term is defined by U.S. Copyright Law. If for any reason a U.S. court of competent jurisdiction determines such Proprietary Creations not to be works made for hire, Employee will assign all rights, title and interest in such works to the Company and, to the extent permitted by law, Employee hereby assigns such rights, title and interest in such Proprietary Creations to the Company. Employee will promptly disclose all Proprietary Creations to the Company and, if requested to do so, provide the Company a written description or copy thereof.

No provision in this Agreement requires Employee to assign any of his or her rights to an invention if that invention qualifies for exclusion under the applicable law of the state in which the Employee is a resident, which may be amended from time to time. Employee is not required to assign rights to any invention for which no equipment, supplies, facility, or trade secret information of the Company or Affiliated Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of the Company or Affiliated Company or (ii) to the Company's or Affiliated Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company or Affiliated Company.

In the event Proprietary Creations should be assigned or transferred to a parent, subsidiary or related entity of the Company, or an entity owned (in whole or in part) by the Company, the Company shall make this determination and shall make the appropriate assignment or transfer or shall direct Employee to make such assignment or transfer, and Employee shall cooperate with the Company in making such assignment or transfer.

17. **Assignment.** The Company's rights under this agreement will automatically be assigned to any parent, subsidiary or related entity of the Company if the Employee commences employment with the parent, subsidiary or related entity of the Company after Employee's employment with the Company ends. The Company may also assign its rights under the Agreement to any successor company. In the event of assignment of this Agreement, the entity to which this Agreement is assigned shall be included in the definition of the term "Company" as used in this Agreement. This Agreement and the respective rights, duties, and obligations of the Employee hereunder may not be assigned or delegated by Employee.
18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Company and Employee concerning the subject matter addressed herein and supersedes and extinguishes any and all other previous agreements or understandings, whether written or oral,

between Employee and the Company concerning such subject matter. This Agreement may only be modified by a writing signed by the Parties.

19. **Waiver.** The waiver by any Party of the breach of any covenant or provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
20. **Invalidity of any Provision.** The provisions of this Agreement are severable, it being the intention of the Parties that should any provision hereof be invalid or unenforceable, such invalidity or unenforceability of any provision shall not affect the remaining provisions hereof, but the same shall remain in full force and effect to the fullest extent permitted by law as if such invalid or unenforceable provision were omitted. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, Company and Employee agree that such provision is to be reformed to the extent necessary for the provision to be valid and enforceable to the fullest and broadest extent permitted by applicable law, without invalidating the remainder of this Agreement.
22. **Interpretation and Construction.** As used in this Agreement, (a) the words "include," "including" and variations thereof will not be deemed to be terms of limitation, (b) "or" is disjunctive but not necessarily exclusive, (c) paragraph headings are for convenience only and will have no interpretive value and (d) "\$" means U.S. Dollars or their equivalent in the local currency at the exchange rate in effect at the time the currency amount is to be determined under the terms of this Agreement.
23. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
24. **Definitions.** When used in this Agreement the following terms have the definition set forth below:
 - (a) **"Affiliated Companies"** means Techtronic Industries North America, Inc. and any of its parent, subsidiary or affiliated companies.


25. **Reasonableness of Restrictions.** EMPLOYEE HAS READ THIS AGREEMENT AND AGREES THAT THE RESTRICTIONS ON EMPLOYEE'S ACTIVITIES OUTLINED IN THIS AGREEMENT ARE REASONABLE AND NECESSARY TO PROTECT COMPANY'S LEGITIMATE BUSINESS INTERESTS, THAT THE CONSIDERATION PROVIDED BY COMPANY IS FAIR AND REASONABLE, AND FURTHER AGREES THAT GIVEN THE IMPORTANCE TO COMPANY OF ITS CONFIDENTIAL INFORMATION, TRADE SECRETS AND CUSTOMER RELATIONSHIPS, THE POST-EMPLOYMENT RESTRICTIONS ON EMPLOYEE'S ACTIVITIES ARE LIKEWISE FAIR AND REASONABLE. EMPLOYEE AGREES THAT THE GEOGRAPHIC RESTRICTIONS ON EMPLOYEE'S POST-EMPLOYMENT ACTIVITY ARE REASONABLE. EMPLOYEE REPRESENTS AND WARRANTS THAT EMPLOYEE WILL BE ABLE TO SECURE EMPLOYMENT IN EMPLOYEE'S FIELD OF EXPERIENCE WITHOUT VIOLATING ANY PROVISION OF THIS AGREEMENT.

The Parties hereto have executed this Agreement as of the date set forth next to the Employee's name and signature below.

Milwaukee Electric Tool Corporation

By: 

4-4-12
Date


Employee Signature

4/4/12
Date

Printed
Name: Wade Burch

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is executed as of this 21st day of May, 2007, by and between STILETTO TOOLS, INC., a California corporation (the "Company"), and MARK R. MARTINEZ ("Employee"). Defined terms not otherwise defined herein will have the meanings ascribed to them in Exhibit A attached hereto and incorporated herein.

RECITALS

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

[REDACTED]

2. Ownership.

(a) Existing Inventions. Employee hereby assigns and transfer unto the Company any and all Inventions, Works of Authorship, Trade Secrets and Confidential Information Employee, individually or jointly with others, has made, originated or created pertaining to the Company or its business, together with the goodwill related thereto throughout the world. Upon request of the Company, but at its expense, Employee shall execute all such

PATENT

REEL: 037881 FRAME: 0398

further instruments, certificates, assignments and other documents as the Company reasonably may request to better and further evidence the foregoing assignment.

(b) Subsequent Inventions. Employee will keep and maintain adequate and current written records of all Inventions, Works of Authorship, Trade Secrets and Confidential Information Employee individually or jointly with others creates in the form of notes, sketches, drawings and reports relating thereto, which records shall be and remain the property of and available to the Company at all times. In the event Employee, individually or jointly with others, makes an Invention, originates a Work of Authorship, creates Confidential Information or creates a Trade Secret while employed by the Company, the same shall, without further payment, immediately become the property of the Company throughout the world. In addition:

(1) Employee will disclose to the Company promptly and fully all such Inventions made, Works of Authorship originated and Trade Secrets and Confidential Information created;

(2) Whether during or after Employee's employment by the Company and without further payment to the Employee, but at the Company's request and expense, Employee will promptly execute patent applications, copyright applications, assignments, and other documents relating to each Invention and Work of Authorship necessary or proper to vest ownership in the Company and to obtain, maintain and enforce proprietary rights to the Inventions and Works of Authorship throughout the world; and

(3) Whether during or after Employee's employment by the Company and without further payment to the Employee, but at the Company's request and expense, Employee will give affidavits and testimony as to facts within Employee's knowledge in connection with any such Inventions and Works of Authorship in any administrative proceedings, arbitration, litigation or controversy relating thereto.

(c) California Inventions. Employee acknowledges and understands that nothing in this Agreement shall be construed to assign or offer to assign any of my rights in any Invention which qualifies fully under the provisions of California Labor Code Section 2870. Under California Labor Code Section 2870(a):

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer.

Employee further acknowledges and understands that the foregoing exclusion shall not apply to the extent that full title to certain Patents and Inventions is required to be in the United

States, as required by contracts between the Company and the United States or any of its agencies.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

STILETTO TOOLS, INC.

By: *Dyann L. Kostello*
Dyann L. Kostello
Vice-President and Secretary

EMPLOYEE:

Mark R. Martinez
Mark R. Martinez

EXHIBIT A

DEFINITIONS

1. **"Invention"** means any discovery, prototype, improvement or idea (whether or not described in writing or reduced to practice, and whether patentable or not) made solely by Employee or jointly with others, during employment by the Company: (i) relating to any of the Company's existing or potential products, formulations, processes, manufacturing, engineering, research, equipment, applications or other activities or investigations; or (ii) relating to any work or investigations conceived or carried on by Employee in connection with or because of employment by the Company.

[REDACTED]

[REDACTED]

[REDACTED]