

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3881254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIDENTIALITY (EMPLOYMENT) AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
KENG CHUNG			02/27/2008
RECEIVING PARTY DATA			
Name:	(COSYN TECHNOLOGY, A DIVISION OF) COLT ENGINEERING CORPORATION		
Street Address:	400 - 10201 SOUTHPORT RD. SW		
City:	CALGARY		
State/Country:	CANADA		
Postal Code:	T6W 4X9		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	14995106		
CORRESPONDENCE DATA			
Fax Number:	(403)265-7219		
<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:	(403)298-8157		
Email:	docketing-patentscalgary@bennettjones.com		
Correspondent Name:	IRENE T. BRIDGER, BENNETT JONES LLP		
Address Line 1:	4500 BANKERS HALL EAST		
Address Line 2:	855 - 2ND STREET SW		
Address Line 4:	CALGARY, CANADA T2P 4K7		
ATTORNEY DOCKET NUMBER:	53707-542		
NAME OF SUBMITTER:	IRENE T. BRIDGER		
SIGNATURE:	/Irene T. Bridger/		
DATE SIGNED:	05/19/2016		
Total Attachments: 4			
source=53707-542-Agrmt-Chung#page1.tif			
source=53707-542-Agrmt-Chung#page2.tif			
source=53707-542-Agrmt-Chung#page3.tif			
source=53707-542-Agrmt-Chung#page4.tif			

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)

Keng Chung

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 27, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Confidentiality (Employment) Agreement

2. Name and address of receiving party(ies)

Name: (CoSyn Technology, A Division of) Colt Engineering Corp

Internal Address: _____

Street Address: 400 - 10201 Southport Rd. SW

City: Calgary

State: AB

Country: Canada Zip: T6W 4X9

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

US Patent Application No. 14/995,106

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: c/o Roseann Caldwell

Internal Address: _____

Street Address: 4500 Bankers Hall East

2nd Street SW

City: Calgary

State: AB Zip: T2P 4K7

Phone Number: _____

Docket Number: 53707-542

Email Address: docketing-patentscalgary@bennettjones.ca

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 022057

Authorized User Name Roseann Caldwell

9. Signature:

/Irene T. Bridger/

Signature

May 19, 2016

Date

Irene T. Bridger

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 038759 FRAME: 0594

**CONFIDENTIALITY AGREEMENT AND RESTRICTIVE COVENANT
SALARIED AND HOURLY EMPLOYEES**

1. It is agreed between

KENG CHUNG of 3919-149A Street, Edmonton, AB
(Employee's Name) (Employee's Address)

("Employee") and CoSyn Technology, A Division of Colt Engineering Corporation, ("Company") that the following Confidentiality Agreement and Restrictive Covenant are terms and conditions of the Employment Agreement between the parties.

2. All Confidential Information acquired by the Employee during his/her employment with the Company is the confidential property of the Company solely and the Employee shall not use any such Confidential Information for his/her own benefit or disclose the same to anyone except to employees or contractors of the Company or its affiliates as may be necessary in the regular course of his employment. All Confidential Information shall remain confidential indefinitely.
3. The term "Confidential Information" shall mean all information, proprietary or otherwise, which the Employee directly or indirectly receives or acquires from the Company or through the Company's agreements with Third Parties (including but not limited to Customers, vendors, suppliers and affiliates), either in writing, drawings, orally or through observation or performance of the various aspects of projects in which the Company participates. It shall include, but not be limited to, all technical information, process and apparatus designs, design calculations, drawings, engineering appraisals and studies, data, reports, plans, flow sheets, sketches, surveys, field notes and design concepts relating thereto and economic or financial data including forecasts, budgets and analyses, except information falling into one of the following categories:
 - a) information which, prior to the time of disclosure or acquisition by the Employee, is lawfully in the public domain;
 - b) information which after disclosure or acquisition by the Employee lawfully enters the public domain, except where such entry is the result of the Employee's breach of this Agreement;
 - c) information which the Employee can show was in his/her possession prior to receipt or acquisition thereof from the Company or the above-mentioned Third Parties and which was not acquired by the Employee under an obligation of confidence or any time during his/her employment with the Company;

**CONFIDENTIALITY AGREEMENT AND RESTRICTIVE COVENANT
SALARIED AND HOURLY EMPLOYEES**

- d) information and design methods developed by the Employee in the course of his/her work, which has had specific name references removed from it, provided such information and design methods do not infringe upon patents or proprietary secrets of either the Company or the above-mentioned Third Parties. All records and documents and any copies thereof including, but not limited to, reports, summaries, abstracts, drawings, sketches and correspondence relating to the Company's operations, investigations or business made or received by the Employee, are and shall remain the property of the Company exclusively and the Employee shall keep the same at all times in the Company's custody and subject to its control and will surrender the same at the termination of his/her employment or at any time prior thereto at the request of the Company.
- 5. The Employee will not directly or indirectly disclose to any person, firm or corporation the name, address or requirements of any Customer of the Company and he/she will not divulge any other information pertaining to the business practices of the Company.
- 6. The Employee will not solicit any of the Customers of the Company nor will he/she engage in any work or business which is similar to or in competition with the Company during the term of his/her employment with the Company. However, nothing in this paragraph is intended to restrict the Employee from seeking alternate work.
- 7. The Employee shall promptly disclose to the Company any invention, discovery or improvement, including computer software (all of which are hereinafter referred to as the "Development"), which he/she has made or developed during the term of his employment with the Company if it is associated with the Company's direct business. Any Development, conceived as a result of performance of work for a Third Party or which is wholly or partially derived from Confidential Information, shall be the sole property of the Company. Any other Development shall be the sole property of the Company, except for the following: any Development which is conceived and developed during non-working hours with no Company assistance and not associated with the Company's direct business shall be the sole property of the Employee;
 - b) any Development which is conceived by the Employee during non-working hours, and which is associated with the Company's direct business or made with the assistance and consent of the Company shall be the property of the Employee, provided that:
 - (i) the Employee agrees to grant and does grant the exclusive right to the Company to use such Development on a royalty-free licensed basis during the term of his/her employment; and
 - (ii) the Employee does and shall grant the Company the right to use such Development on an irrevocable non-exclusive royalty-free licensed

**CONFIDENTIALITY AGREEMENT AND RESTRICTIVE COVENANT
SALARIED AND HOURLY EMPLOYEES**


basis after the end of the term of his/her employment with the Company.


8. In the event that any provision of this Agreement be deemed to be void, illegal or unenforceable for any reason whatsoever, then the same shall be deemed to be severed from the terms of this Agreement and all other provisions, terms and covenants shall remain binding and effective upon the parties.
9. This Agreement shall be binding upon and endure to benefit of the Company, its successors and assignees and upon the Employee, his/her heirs, executors and administrators.

DATED this 27th day of February, 2008

COSYN TECHNOLOGY
A Division of Colt Engineering Corporation

Per: 


Witness


Employee