

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/22/1999
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD DAIGRE	08/07/2006
RECEIVING PARTY DATA	
Name:	WHITE HYDRAULICS, INC.
Street Address:	110 BILL BRYAN BOULEVARD
City:	HOPKINSVILLE
State/Country:	KENTUCKY
Postal Code:	42240
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7743893
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>	
Email:	palmer@rankinhill.com
Correspondent Name:	RANKIN, HILL & CLARK LLP
Address Line 1:	38210 GLENN AVE
Address Line 4:	WILLOUGHBY, OHIO 44094
ATTORNEY DOCKET NUMBER:	WHD-19152
NAME OF SUBMITTER:	JONATHAN A. WITHROW
SIGNATURE:	/Jonathan A. Withrow/
DATE SIGNED:	07/18/2016
Total Attachments: 5	
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COPY



Low speed, high torque hydraulic motors and accessories

CONFIDENTIALITY AGREEMENT

This is a CONFIDENTIALITY AGREEMENT dated as of the 21 day of February, 19 99, from Richard Marie ("Employee"), to WHITE HYDRAULICS, INC., 110 Bill Bryan Boulevard, Hopkinsville, Kentucky 42240 ("Company").

WITNESSETH:

That for and in consideration of Company's offer to employ Employee, and as a condition to Employee's employment by Company, Employee hereby agrees as follows:

1. Employee acknowledges that Company is engaged in the business of design, manufacture and sale of generator motors and related equipment which is a highly competitive business. In connection with his employment with the Company, Employee further acknowledges that he will have access to trade secrets and other confidential information of company (collectively, "confidential information"), which includes, but is not limited to, (a) all patented and unpatented inventions and designs; (b) the names and addresses of company's customers and the names, titles and telephone numbers of certain people employed by such customers; (c) technical information about company's products, including product design and product performance; (d) technical information about company's manufacturing systems and processes including data specifications, blueprints, transparencies, test data and the like; (e) information about company's costs, pricing, marketing and distribution; and (f) any and all other information of a kind not normally made available to the public, and which, if furnished to company's competitors, might reasonably be expected to result in disadvantage to company and/or advantage to its competitors.

2. Employee shall for all time and for all purposes treat the Confidential Information as strictly confidential and held in trust by Employee for the benefit of Company and shall not reveal or disclose any Confidential Information to any other person, firm, corporation, company or entity now or at any time in the future unless an officer of Company instructs him to do so in writing.

3. Upon termination of Employee's employment with Company, Employee shall return copies of all Confidential Information to Company regardless of the form of the information and regardless of the media in which the information is stored.

4. Employee acknowledges that company shall be the owner of all ideas, inventions, discoveries and improvements developed by Employee, and all Confidential Information disclosed to him, during the course of his employment with company.

5. This Agreement benefits and binds the parties hereto and their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, Employee has executed this Agreement as of the date set forth above.

Richard Marie EMPLOYER

Shila Hall WITNESS

ADDRESS: 1531 East 7th St Hopkinsville ky 42240



Employee Agreement

WHEREAS, I am now in the employment of or am about to accept employment with White Drive Products, Inc., a Kentucky corporation, one of its subsidiaries, its parent company, or affiliated companies (hereinafter referred to as Company);

NOW, THEREFORE, in consideration of my employment, my continued employment, the salary or wages and raises to be paid to me by Company, and other good and valuable consideration, receipt of which is hereby acknowledged, I hereby agree as follows:

1. To promptly disclose to Company in writing, all copyrights, adaptations, derivative works, proprietary and/or confidential information designs, ideas, improvements, or inventions, products and/or method of manufacture and/or to products, compositions, and processes or methods (hereinafter "Intellectual Property"), whether patentable or not, which I solely, or jointly with others, have made or may make during my employment by Company relating to the business or products and/or methods of manufacture and/or to products, compositions, and processes with which Company is or may reasonably be concerned; and, for a period of one (1) year from the termination of my employment, to similarly disclose in writing to Company all Intellectual Property including copyrights, improvements or inventions relating to products and/or methods of manufacture and/or to products, compositions, and processes of Company with which I was concerned during my employment.

2. To assign to Company the entire right, title, and interest worldwide in any Intellectual Property I may make which is covered by paragraph 1 hereof, and in any copyright and/or application(s) for Letters Patent or patent(s) on my inventions or improvements which may result. Upon Company's request and at their sole expense, I further agree to execute all instruments necessary or advisable in the

opinion of Company with regard to Intellectual Property, including filing or prosecution of any original, continuation, divisional, reexamination and/or reissue patent application in the United States and/or in any foreign countries, and I further agree to assist in the prosecution of such patent application(s) as I may be called upon to do. The expense of securing any patent shall be borne by Company. I further agree to give testimony to the facts within my knowledge in connection with any such Intellectual Property including application or improvements or any litigation or controversy in reference thereto. This requirement to assign does not apply to an invention for which no equipment, supplies, facility, or trade secret information of Company was used and which was developed entirely on my own time, and (a) which does not relate (i) to the business of Company or (ii) to the actual or demonstrably anticipated research or development of Company, or (b) which does not result from any work performed by me for Company.

3. That I will not, without written approval by Company, either during or subsequent to my employment, disclose to anyone outside of Company or publish outside of Company any confidential information. As used herein, the term confidential information shall include, but not be limited to: needs and developments in the way of products; manufacturing processes and equipment; software; engineering drawings of products and tooling; engineering data and test results; accounting information with regard to sales, cost data, pricing; customer lists; marketing data; information relative to production and manufacturing data; and, any other information which, by its nature, is not in the public domain.

4. While this agreement is in effect and for a period of three (3) years after termination of this agreement for any reason, I will not (i) render any services, advice, or

information to, (ii) become employed or retained in any capacity by, or (iii) participate, engage, or have any interest in any entity or person which is engaged in a business similar to that of Company, and will not, directly or indirectly, engage in competition in any other manner with Company. Examples of entities that are engaged in a business similar to that of Company include, but are not limited to, Eaton Corporation, Parker Hannifin Corporation, Sauer-Danfoss Inc., Zhenjiang Hydraulic Component Co. Ltd., and subsidiaries or affiliated companies of any of the aforementioned entities.

5. For a period of three (3) years after termination of this agreement for any reason, I will not, without written approval by Company, such approval shall not be unreasonably withheld (i) directly or indirectly solicit business from or accept employment from any person or entity that has been within the three (3) years immediately preceding termination a customer or principal of Company; (ii) solicit for employment any of Company's employees; or (iii) interfere with, disrupt, or attempt to disrupt the relationships, contractual or otherwise, between Company and any of its principals, customers, or employees.

6. That I will promptly deliver to Company, upon termination of my employment with Company, or at any time that it may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints, tapes, discs and any other documents or recorded items of a confidential nature belonging to Company, including all copies of such material, which I may then possess or have under my control.

7. That other than the Incentive Addendum, which forms a part of this agreement, no promises, either oral or written, have been made to me by any officials or employees of Company as an additional consideration or inducement to execute this agreement.

8. That in the event my employment is terminated by Company for a reason other than for Cause (as defined below in paragraph 8(a)), then I shall be eligible for severance pay in accordance with paragraph 8(b).

(a) "Cause" shall mean a good faith finding by Company of: (i) gross negligence or willful misconduct by me in connection with my employment duties, (ii) failure by me to perform my duties or responsibilities required pursuant to my employment after written notice and a 30-day opportunity to cure, (iii) misappropriation by me for my personal use of the assets or business opportunities of Company, (iv) embezzlement or other financial fraud committed by me, (v) my knowingly allowing any third party to commit any of the acts described in any of the preceding clauses (iii) or (iv), or (vi) my indictment for, conviction of, or entry of a plea of no contest with respect to, any felony.

(b) Such severance pay, which shall be paid only if my employment is terminated by Company for a reason other than for Cause, shall amount to no less than the equivalent of twelve (12) months' base wages, less applicable taxes and withholding, if I am terminated within the first year of this agreement. Such severance pay, which shall be paid only if my employment is terminated by Company for a reason other than for Cause, shall amount to no less than the equivalent of six (6) months' base wages, less applicable taxes and withholding, if I am terminated after the first year of this agreement. Such severance pay shall be paid in installments in accordance with Company's regular payroll practices.

9. That payment to me of the amounts payable under paragraph 8 along with payment of any accrued but unused vacation pay shall constitute my sole remedy in the event of termination of my employment by Company.

10. That I acknowledge that this agreement does not constitute a guarantee of employment or impose on the Company any obligation to retain me as an employee and that

this agreement does not prevent me from terminating my employment. I understand and acknowledge that I am an employee at will and that either I or the Company may terminate the employment relationship between us at any time and for any lawful reason.

If after such limitation or reduction, any provision remains unenforceable, such enforceability shall not in any way affect the validity or enforceability of any other provision.

11. That this agreement shall be governed by Kentucky law.

13. That the agreement shall be binding upon and inure to the benefit of Company, its successors, assigns or legal representatives, and the employee, his heirs, executors, or administrators.

12. Should any provision of this agreement be found to be declared to be unenforceable, it shall first be construed, by limitation or reduction, so as to be enforceable.

**

Signed by Richard Daire at Hopkinsville KY
(print or type employee's full name) (City and State)

this 1 day of August, 2006.

Signed: [Signature]
(Employee's full name)

Witness Shila Wright
(Company representative)

Notary:

State of KY
County of Christian
Sandra J. Dickey
Notary at Large
Comm. Exp. 4-17-09
8-7-06

INCENTIVE ADDENDUM

Agreed to on this _____ day of _____, _____

Signed: _____
(Employee's Full Name)

Witness: _____
(Company Representative)