

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4112536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEPHEN ENT	08/11/2010
RECEIVING PARTY DATA	
Name:	DEKA PRODUCTS LIMITED PARTNERSHIP
Street Address:	340 COMMERCIAL STREET, DEKA
City:	MANCHESTER
State/Country:	NEW HAMPSHIRE
Postal Code:	03101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13952263
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:	6036695139
Email:	gdenningham@dekaresearch.com
Correspondent Name:	MICHELLE SAQUET TEMPLE
Address Line 1:	340 COMMERCIAL STREET
Address Line 2:	DEKA
Address Line 4:	MANCHESTER, NEW HAMPSHIRE 03101
ATTORNEY DOCKET NUMBER:	K95
NAME OF SUBMITTER:	MICHELLE SAQUET TEMPLE
SIGNATURE:	/Michelle Saquet Temple/
DATE SIGNED:	10/25/2016
Total Attachments: 4	
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DEKA RESEARCH & DEVELOPMENT CORP.
340 COMMERCIAL STREET
MANCHESTER, NH 03101-1108

**NON-DISCLOSURE AND PROPERTY RIGHTS AGREEMENT (AGENCY
EMPLOYEE)**

This Non-Disclosure and Property Rights Agreement (hereinafter the "Agreement") is entered into by and between DEKA Research & Development Corp., a New Hampshire corporation, with its principal place of business at 340 Commercial Street, Manchester, New Hampshire 03101-1108 ("DEKA") and Stephen Ent of 10 Walnut Hill Rd. Derry NH (the "Agency Employee").

This Agreement shall be effective as of August 11, 2010 (the "Effective Date").

In consideration of the mutual covenants and agreements hereinafter set forth, DEKA and Agency Employee agree as follows:

1. Confidential Information.

- (a) "Confidential Information" is defined as: any and all designs, drawings, specifications, prototypes, samples, data, processes, methods, techniques, inventions, innovations, improvements, computer software programs, documents, discoveries, know how, trade secrets or other proprietary information of DEKA or DEKA's clients, vendors, or other third parties, which is not generally known to the public, pertaining to, but not limited to, DEKA's present or planned business interests or products being developed for DEKA's clients.
- (b) DEKA is engaged in research and development activities on its own behalf and on behalf of numerous third parties. Agency Employee is an employee of an agency that has assigned Agency Employee to render services for DEKA in support of various DEKA projects, part of which may be performed at a DEKA facility, for which DEKA shall pay reimbursement to the agency. During the course of rendering services for DEKA, Agency Employee may become aware of, or come into possession of Confidential Information of DEKA, DEKA's clients, and various third parties in confidential relationship with DEKA. This information must be kept confidential and not be used except in the performance of Agency Employee's services for DEKA.
- (c) Agency Employee shall not, during or after rendering services for DEKA, use, publish, disclose or make available, directly or indirectly, any Confidential Information to any person or entity for any purpose whatsoever, except as required to provide services to DEKA.
- (d) DEKA shall not be under any obligation to identify specifically by any notice or other action any Confidential Information to which this Section 1 shall apply.
- (e) While Agency Employee is rendering services for DEKA, all Confidential Information compiled, received, held, or used by Agency Employee in connection with the business of DEKA shall remain the property of DEKA and shall promptly be delivered by Agency Employee to DEKA upon the termination of Agency Employee's services, for whatever reason, or at any earlier time requested by DEKA.
- (f) Agency Employee acknowledges that his/her obligations with respect to Confidential Information shall continue even after termination of his/her services for DEKA.

- (g) The provisions of this Section 1 shall not apply to Confidential Information after it has been voluntarily disclosed to the public by DEKA, independently developed and disclosed by others, or otherwise enters the public domain through lawful means.

2. Work Product.

- (a) "Work Product" is defined as any and all inventions, improvements, processes, methods, designs, discoveries, developments, creations, formulae, computer software programs, documents, works of authorship, or information relating thereto, whether patentable or not, made, developed, created and/or conceived by Agency Employee, alone or with others, while rendering services for DEKA which relate in any manner to any existing or planned business interest of DEKA or DEKA's Clients or result from tasks assigned to Agency Employee by DEKA.
- (b) Agency Employee hereby assigns all right, title and interest in all intellectual property rights in the Work Product and related documentation created by Agency Employee while rendering services for DEKA to DEKA. All Work Product and related documentation shall have the copyright notice, "© Copyright XXXX, DEKA Research & Development Corp." where "XXXX" is the year in which the software or related documentation was written.
- (c) All Work Product shall be and remain the sole and exclusive property of DEKA. DEKA shall have the full right to use, assign, license or transfer all rights to or relating to Work Product.
- (d) If in the course of rendering services for DEKA, Agency Employee incorporates into the Work Product a prior invention or work of authorship in which Agency Employee has an interest, Agency Employee hereby grants to DEKA a non-exclusive, royalty-free, assignable, irrevocable, perpetual, worldwide license to make, modify, use and sell such prior invention or work of authorship for any DEKA product, process or machine.
- (e) Agency Employee shall promptly disclose, and, upon request, report upon and deliver all Work Product to DEKA, and shall not use or permit any Work Product to be used for any purpose other than on behalf of DEKA, whether while Agency Employee is rendering services for DEKA or thereafter.
- (f) Agency Employee shall execute all documents, as requested by DEKA, to confirm DEKA's rights, title and interest in and to the Work Product, including but not limited to, documents in connection with assignment and patent, trademark and copyright applications, and shall furnish to DEKA all necessary assistance for protecting DEKA's rights in the Work Product. Agency Employee shall, whenever requested to do so by DEKA (whether while Agency Employee is rendering services for DEKA or thereafter), execute any and all applications, assignments, or other instruments, and do all other things (including giving testimony in any legal proceeding) which DEKA may deem necessary or appropriate in order to (a) apply for, obtain, maintain, enforce, or defend letters patent or copyright registrations of the United States or any other country for any Work Product, or (b) assign, transfer, convey, or otherwise make available to DEKA any right, title or interest which Agency Employee might otherwise have in any Work Product. If Agency Employee is not rendering services for DEKA at the time of request, Agency Employee shall be reimbursed for any expenses incurred by Agency Employee at the request of DEKA including time billed based on the Agency Employee's rate at the time of the request.

3. Prior Obligations.

- (a) Agency Employee represents and warrants to DEKA that Agency Employee has not and will not bring to DEKA any materials or documents of any former or

current client of Agency Employee or a third party that are not generally available to the public without prior written permission of that client of Agency Employee or third party.

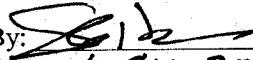
- (b) Agency Employee shall not incorporate into any DEKA Work Product any information that Agency Employee has a duty to keep confidential under a previous confidentiality agreement.
 - (c) Agency Employee shall promptly inform DEKA of any potential conflict between Agency Employee's obligations and duties to DEKA and Agency Employee's continuing obligations and duties under previous confidentiality agreements.
4. Remedies. Agency Employee agrees that any breach or threatened breach by Agency Employee of Agency Employee's obligations under Sections 1 or 2 of this Agreement would cause irreparable injury to DEKA, and that DEKA, in addition to any remedies available at law for such breach, shall be entitled to the equitable remedies of specific performance and preliminary and permanent injunctions enjoining Agency Employee from violating such provisions, and costs and attorneys' fees incurred to obtain such damages or equitable remedies. Nothing in this Agreement, however, shall be construed to prohibit DEKA from pursuing any other remedy, DEKA and Agency Employee having agreed that all such remedies shall be cumulative.
 5. Agency Employee's Representations. Agency Employee represents and warrants that Agency Employee has all necessary governmental licenses and permits to render the services to be rendered for DEKA hereunder and that Agency Employee is not subject to any agreement, order, judgment or decree of any kind which would prevent Agency Employee from entering into this Agreement or performing fully Agency Employee's obligations hereunder.
 6. Not a DEKA Employee; Consideration; Terminable at Will. Agency Employee acknowledges and agrees that Agency Employee is an employee of an agency and not an employee of DEKA. Agency Employee is not entitled to any compensation or benefits from DEKA. Agency Employee's compensation and benefits, if any, are to be provided by the agency. If, for any reason, the agency breaches any obligation to Agency Employee, Agency Employee's obligations to DEKA under this Agreement shall continue unaffected and Agency Employee shall not make any claim against DEKA. Agency Employee acknowledges receipt of consideration for this Agreement in the form of DEKA allowing Agency Employee to render services at DEKA so that Agency Employee will be entitled to compensation and other benefits, if any, from the agency. Either DEKA or Agency Employee may, at any time and with or without cause and with or without notice, terminate the services being rendered by Agency Employee to DEKA.
 7. Amendments and Waivers. This Agreement may not be amended, in whole or in part, except by written agreement of the parties. A waiver of any provision of this Agreement must be in writing. A waiver of any particular provision shall not be construed as a waiver of such provision on any future occasion unless the waiver specifically provides otherwise.
 8. Severability. In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable under applicable law and shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
 9. Survival. Agency Employee's obligations as set forth in Sections 1 and 2, above, represent independent covenants by which Agency Employee is and shall remain bound notwithstanding any breach or claim of breach by DEKA, and shall survive the termination or expiration of this Agreement.
 10. Entire Agreement. This Agreement constitutes the entire agreement between the parties


and supersedes any and all prior understandings, agreements, or representations by or between parties, written or oral, which may have related in any way to the subject matter hereof.

11. Applicable Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Hampshire in effect on the date of execution of this Agreement without application of its choice of law principles.
12. Headings. The headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, DEKA and Agency Employee have executed this Agreement as of the dates stated below.

DEKA Research & Development Corp.

By: 
Date: 16 Aug 2010


Agency Employee –
TIN: _____
Date: 8/11/10