

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | TIM COONAHAN | 03/15/2016 |
| | WILLIAM T. BURESH | 07/20/2003 |
| | MICHAEL HIRST | 05/16/2016 |
| | RAJESH RANE | 05/11/2016 |
| | JUAN ESLAVA | 04/29/2016 |
| | RICARDO LUIS FERNANDEZ | 04/29/2016 |
| | THOMAS SWYST | 04/15/2016 |
| | DAVID CARPENTER | 03/29/2016 |
| RECEIVING PARTY DATA | | |
| Name: | DRAEGER MEDICAL SYSTEMS, INC. | |
| Street Address: | 6 TECH DRIVE | |
| City: | ANDOVER | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 01810 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Application Number: | 29550193 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (858)314-1150 | |
| <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: | 858-314-1200 | |
| Email: | cquatrino@jonesday.com, MVdiaz@jonesday.com | |
| Correspondent Name: | JONES DAY | |
| Address Line 1: | 250 VESEY STREET | |
| Address Line 4: | NEW YORK, NEW YORK 10281-1047 | |
| ATTORNEY DOCKET NUMBER: | 14207-656-999/562611-566 | |
| NAME OF SUBMITTER: | CHRISTINA QUATRINO | |
| SIGNATURE: | /Christina Quatrino/ | |

| | |
|--------------|------------|
| DATE SIGNED: | 10/27/2016 |
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Total Attachments: 15

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ASSIGNMENT

WHEREAS, WE, **Tim COONAHAN**, citizen of the United States, having a mailing address of 2 Brookside Lane, Sterling, MA 01564, residing at Sterling, MA; **William T. BURESH**, citizen of the United States, having a mailing address of 81 Azarian Road, Salem, NH 03079, residing at Salem, NH; **Michael HIRST**, citizen of the United States, having a mailing address of 6 Riffles Lane, Hudson, MA 01749, residing at Hudson, MA; **Rajesh RANE**, citizen of India, having a mailing address of 216 Pearl Street, Apt. 3, Cambridge, MA 02139, residing at Cambridge, MA; **Juan ESLAVA**, citizen of the United States, having a mailing address of 25 Long Leaf Road, Boylston, MA 01505, residing at Boylston, MA; **Ricardo Luis FERNANDEZ**, citizen of the United States, having a mailing address of 26 Pickett Street, Beverly, MA 01915, residing at Beverly, MA; **Thomas SWYST**, citizen of the United States, having a mailing address of 81 Park Avenue, Arlington, MA 02476, residing at Arlington, MA; and **David CARPENTER**, citizen of the United States, having a mailing address of 13A Stratton Road residing at Jaffrey, NH 03452 ASSIGNORS, are the inventors of the invention in **MEDICAL EQUIPMENT ACCESSORIES AND MOUNT** for which we have executed an application for a Patent of the United States

- ☐ which is executed on ☐ even date herewith or ☐ [DATE]
☒ which is identified by Jones Day docket no. 2013D00010USD01/14207-656
☐ which was filed on , Application No.
☒ We hereby authorize and request attorney(s) at Jones Day, to insert here in parentheses (Application number 29/550,193 , filed December 30, 2015) the filing date and application number of said application when known.

and WHEREAS, **DRAEGER MEDICAL SYSTEMS, INC.**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 6 Tech Drive, Andover, MA 01810, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and all right to sue for infringement including past infringement.

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date

3/15/16
3/15/16

Tim COONAHAN

Witness 1 - Signature

William J. Merritt

Witness 1 - Printed Name

Date

3/15/16

Witness 2 - Signature

M-Christina DEMUR

Witness 2 - Printed Name

Date

William T. BURESH

Witness 1 - Signature

Witness 1 - Printed Name

Date

Witness 2 - Signature

Witness 2 - Printed Name

Date

Michael HIRST

Witness 1 - Signature

Witness 1 - Printed Name

Date

Witness 2 - Signature

Witness 2 - Printed Name

Date

Rajesh RANE

Witness 1 - Signature

Witness 1 - Printed Name

Date

Date _____

Tim COONAHAN L.S.

Witness 1 – Signature

Witness 1 – Printed Name

Date _____

Witness 2 – Signature

Witness 2 – Printed Name

Date _____

William T. BURESH L.S.

Witness 1 – Signature

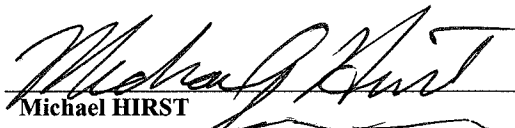
Witness 1 – Printed Name

Date _____

Witness 2 – Signature

Witness 2 – Printed Name

Date 5/16/2016
5-16-2016

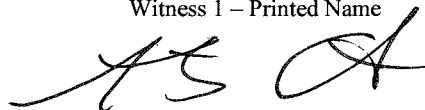
 L.S.
Michael HIRST

Witness 1 – Signature

JOSHUA ABELL

Witness 1 – Printed Name

Date 5-16-2016



Witness 2 – Signature

Anthony Carter

Witness 2 – Printed Name

Date May 11, 2016
May 11, 2016

Rajesh RANE

L.S.

Witness 1 - Signature

Witness 1 - Printed Name

Date May 11, 2016

Witness 2 - Signature

Witness 2 - Printed Name

Date APRIL 29TH 2016
April 29th 2016

Juan ESLAVA

L.S.

Witness 1 - Signature

Witness 1 - Printed Name

Date 4/29/16

Witness 2 - Signature

Witness 2 - Printed Name

Date April 29, 2016
April 29th 2016

Ricardo Luis FERNANDEZ

L.S.

Witness 1 - Signature

Witness 1 - Printed Name

Date 4/29/16

Witness 2 - Signature

Witness 2 - Printed Name

Date 4/15/16
4-15-2016

Thomas SWYST L.S.
Witness 1 - Signature
Kerry A. Moschella
Witness 1 - Printed Name

Date 4/15/16

Victoria Ortiz
Witness 2 - Signature
Victoria Ortiz
Witness 2 - Printed Name

Date _____

David CARPENTER L.S.
Witness 1 - Signature

Witness 1 - Printed Name

Date _____

Witness 2 - Signature

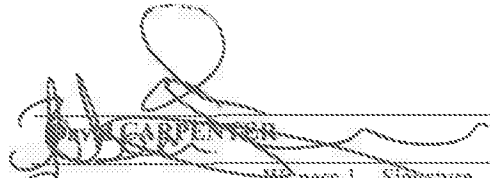
Witness 2 - Printed Name

Date

3/29/2016

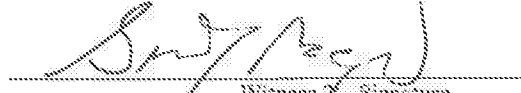
3/29/2016

L.S.


Witness 1 -- Signature
Rebecca Saori
Witness 1 -- Printed Name

Date

3/29/2016


Witness 2 -- Signature
Susan J. Bagdan
Witness 2 -- Printed Name

Draeger Medical Systems, Inc.

EMPLOYEE PATENT AND SECRECY AGREEMENT

For valuable consideration, I, the undersigned, agree as follows:

I. Non-disclosure of Confidential Information and Trade Secrets.

(A) As an employee of Draeger Medical Systems, Inc. ("Employer"), I have a confidential relationship with Employer. In the course of my employment, I may have access to Confidential Information and Trade Secrets (as defined below). I have a duty to maintain in confidence all such Confidential Information and Trade Secrets to which I may have access in the course of my employment by Employer.

(B) During my employment and at all subsequent times, I will keep secret and maintain in confidence all Confidential Information to which I may have access at any time. I will not use such Confidential Information and I will not publish, communicate, divulge or describe any such Confidential Information, without the prior authorization and consent of Employer.

"Confidential Information" as used in this Agreement means any information other than Trade Secrets (as defined below) in which Employer has a legitimate protectible business interest, and which Employer has taken reasonable steps to protect and maintain in confidence. Such Confidential Information, by way of example but without limiting the foregoing, may be business information regarding new products or transactions or relationships with third parties which has not as yet been released or made generally known to the public by Employer, or compilations of information compiled at Employer's expense and effort which are informative, contain information regarding Employer's business (such as customers), which information is not otherwise readily available and is of economic value to Employer as well as Employer's competitors or other knowledgeable users.

The foregoing covenant shall cease to apply to any particular piece of Confidential Information which is no longer maintained in confidence by Employer and which is made or becomes generally known to the trade or general public by authorization of Employer or by other lawful means.

If, and only if, the applicable laws of a particular state or jurisdiction specifically require that, in order to be enforceable, this covenant restricting me from disclosing or using the Confidential Information of Employer after leaving the employ of Employer must set forth a specific term during which I am restricted from disclosing such Confidential Information, my obligations with

respect to Confidential Information shall expire three (3) years after termination of my employment with Employer.

(C) During my employment and at all times subsequent thereto, I will keep secret and maintain in confidence all Trade Secrets to which I may have access. I will not use such Trade Secrets and I will not publish, communicate, or disclose any such Trade Secrets at any time without the prior authorization and consent of Employer.

A "Trade Secret" as used in this Agreement means any confidential (secret) information (other than Confidential Information described above) which is recognized under applicable laws as being a valuable trade secret, in which Employer has a legitimate protectible business interest, to which Employer has made a reasonable effort to restrict and limit access, and which Employer (and its successors in interest) protect and maintain as a trade secret. Examples of Trade Secrets include, but are not limited to, inventions, know-how, processes, special techniques and methods, new developments, results of research projects, unique applications of scientific or technical information, formulas, computer software designs or techniques, maintained as trade secrets.

The foregoing covenant shall cease to apply to any particular Trade Secret when it ceases to be, no longer qualifies as, and is no longer maintained by Employer (or its successors in interest) as a Trade Secret. Such Trade Secret may however continue to be Confidential Information as defined in Section (B) above.

If, and only if, the applicable laws of any particular state or jurisdiction specifically require that, in order to be enforceable, this covenant restricting me from disclosing or using the Trade Secrets of Employer after leaving the employ of Employer must set forth a specific term during which I am restricted from disclosing or using such Trade Secrets, my obligations under this covenant with respect to Trade Secrets of Employer shall expire seven (7) years after termination of my employment with Employer.

(D) If, and only if, the applicable laws of any particular state or jurisdiction specifically require that, in order to be enforceable, the respective covenant set forth above restricting me from disclosing or using the Confidential Information or Trade Secrets of Employer after leaving the employ of Employer must specifically set forth a geographical area in which such restrictions apply, the obligations and restrictions with respect to non-disclosure and use of Confidential Information or Trade Secrets shall apply in those states and geographical areas (a) to which I was assigned, (b) which were in my geographical area of responsibility, and (c) where I performed or conducted business, as an employee of or on behalf of Employer.

(E) All Confidential Information and Trade Secrets shall at all times be and remain the sole property of Employer.

(F) I will use all reasonable precautions to assure that Confidential Information and Trade Secrets (including without limitation written materials, models, mechanisms, devices, drawings), regardless of form or media, are protected and kept from unauthorized persons and unauthorized disclosure and use.

(G) I will disclose, deliver, and return promptly to Employer all Confidential Information and Trade Secrets (regardless of form or media) at any time Employer may request but no later than the termination of my employment.

(H) If I am uncertain whether any particular material or information is Confidential Information or a Trade Secret, or neither, I will consult my immediate supervisor for resolution, whose decision as to whether the particular material or information is Confidential Information or a Trade Secret shall be binding on me.

(I) I agree to abide by the applicable terms, conditions and restrictions by which the Company is bound, and in accordance with the requests of the Company, with respect to the confidential and/or proprietary information (including trade secrets) to which I may have access, and which belongs to, is provided by or is controlled by third parties.

2. INVENTIONS, PATENTS, COPYRIGHTS, AND MASK WORKS

(A) I agree that all "Inventions" (which word shall mean and include improvements, ideas, or discoveries, whether patentable or not and whether reduced to practice or not), "Copyright Works" (which word shall mean and include materials for which copyright protection may be obtained, including but not limited to computer programs, artistic works such as graphs, drawings, blueprints, and articles) and "Mask Works" (which word shall mean and include but not be limited to a series of related images, however fixed or encoded having or representing the predetermined, three dimensional pattern of metallic, insulating or semiconductor material present or removed from the layers of a semiconductor chip product; and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product and is fixed in a semiconductor chip product) which are conceived or made by me alone or with others, whether or not during usual business hours, during the period of my employment by Employer, shall belong to Employer, unless specifically disclaimed by Employer, in writing, provided that such are related to my work with Employer or are related in any manner to Employer's business:

- (1) actually engaged in, or
- (2) anticipated at the time of termination of my employment by Employer or any parent, associated or affiliated corporation or subsidiary of Employer,

and I agree that I will:

- (1) promptly and fully disclose such Inventions, Copyright Works and Mask Works to Employer,
- (2) assign to Employer, its successors, assigns, or nominees for its/their sole use and benefit, all of my right, title, and interest in and to such Inventions, Copyright Works, and Mask Works for the United States and all foreign countries.

I hereby assign, sell, transfer and release to Employer all of my right, title and interest in and to each and every Invention, Copyright Works, and Mask Works (and improvements therein and thereto) required to be disclosed by the terms of this Agreement.

(B) My obligations under this Agreement shall continue beyond the termination of my employment with respect to such Inventions, Copyright Works, and Mask Works made or conceived by me during the period of my employment and belonging to Employer.

3. INVENTIONS, PATENTS, COPYRIGHT WORKS AND MASK WORKS PRIOR TO EMPLOYMENT WITH EMPLOYER

Except as I have previously disclosed to Employer in writing, I am not an owner of any right, title or interest, nor am I the holder of any beneficial interest in, to or under any unpatented Inventions, patent applications, patents, Mask Works, works in which a copyright right is claimed, applications for copyright registration, copyright registration, or trade secrets.

I further represent and warrant to Employer that I am not in possession of any Confidential Information and/or Trade Secrets of any former employer or any other entity and will not use any such Confidential Information and/or Trade Secrets in the course of any duties I perform for Employer with the sole exception of Siemens Medical Solutions, Inc.

4. EXECUTION OF DOCUMENTS

At any time Employer (or its successor in interest) requests, either during my employment or after termination thereof, and without charge, but at Employer's (or its successor's) expense, I agree to execute, acknowledge and deliver all such further papers, including applications for patents, copyright

registration, or other statutory protections, and to perform such other lawful acts as, in the opinion of Employer, may be necessary to obtain or maintain patents, copyright rights, rights in Mask Works, registrations or statutory protections for such in any and all countries and to vest title thereto in Employer, its successors, assigns or nominees.

5. COMPLIANCE NOT CONTINGENT UPON ADDITIONAL CONSIDERATION

I have not been promised, and I shall not claim any additional or special payment for compliance with any of the provisions of this Agreement.

6. OTHER AGREEMENTS

This Agreement supersedes and replaces any prior written or oral undertakings or agreements made between myself and Employer relating generally to the subject matter of this Agreement.

7. NOTICE OF RIGHTS UNDER STATE STATUTES WHERE APPLICABLE.

No provision of this Agreement is intended to require assignment of any of my rights in any Invention if:

- no equipment, supplies, facilities, Confidential Information, or Trade Secret of Employer or its associated or affiliated corporations or subsidiaries were used with respect thereto; the Invention was developed entirely on my own time; and the Invention does not relate to the business of Employer or to the actual or demonstrable anticipated research and development or business of Employer; or
- the Invention does not result from any work performed by me for Employer.

8. SEVERABILITY

(A) This Agreement shall be subject to, and shall be interpreted and construed in accordance with applicable law and public policy. If and to the extent any provision is deemed to be void, invalid, and unenforceable, in whole or in part, in any particular jurisdiction, by reason of being contrary to the applicable law or public policy of such particular jurisdiction, it shall be disregarded and deemed excluded from this Agreement. Such void, invalid, and unenforceable provision shall not affect the remaining provisions, paragraphs, and subparagraphs of this Agreement which shall be enforceable and which shall continue to be binding.

(B) This Agreement shall be interpreted and construed so as to be enforceable to the furthest extent consistent with and permitted under applicable law and public policy.

(C) Each provision, paragraph, and subparagraph, is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

9. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

10. TRANSFERABILITY

(A) I agree that all Inventions, patents, Copyright Works, copyrights, and Mask Works, described in Section 2 above, are the sole property of Employer, and Employer is free to use them in any way, in its discretion. The rights of Employer may be assigned, transferred, licensed, or sold, in whole or in part, subject to applicable law, without my consent, upon such terms as may be determined by Employer, including without limitation to any successor in interest to Employer, successor in interest to any of the assets or business of Employer, any direct or indirect parent, associated or affiliated corporation or subsidiary of Employer, or any third party.

(B) This Agreement shall inure to the benefit of and be binding upon Employer, its successors and assigns, including without limitation any entity into which Employer may be consolidated or merged.

(C) This Agreement may not be assigned or transferred by me, and I may not delegate, assign, or transfer, or attempt to delegate, assign or transfer, any obligation I may have pursuant to this Agreement, without the prior consent and agreement of Employer.

11. DISPUTE RESOLUTION

Any and all claims, disputes, and controversies between Employer and myself with respect to interpretation, construction, breach, enforceability, and/or enforcement of the terms and provisions of this Agreement ("Dispute") shall be finally resolved as provided in the attachment hereto (**Attachment re: Arbitration**), by binding arbitration.

Subject to the foregoing and the terms set forth in the Attachment re: Arbitration, arbitration shall be the exclusive means for determination of all

matters as above provided, and neither party shall otherwise institute any action or proceeding in any court of law or equity, state or federal, other than respecting enforcement of the arbitrator's decision or award hereunder. The foregoing shall be a bona fide defense in any action or proceeding where the matter in dispute was to be arbitrated or is being arbitrated pursuant to this Agreement.

12. EFFECTIVENESS

This Agreement shall be binding upon my heirs, executors, administrators and assigns.

13. CHANGES IN APPLICABLE LAW

The law relating to the matters which are the subject of this Agreement, including the restrictions and rights provided for in this Agreement and enforcement thereof, has been evolving and may continue to evolve. To the extent amendment of this Agreement is advisable to meet the requirements of or any changes in applicable law, I will, upon the request of Employer, and without further compensation to myself, amend this Agreement accordingly.

14. SUCCESSOR EMPLOYERS.

I hereby authorize Employer to disclose the terms or provide a copy of this Agreement as well as any information Employer deems advisable or relevant regarding my duties and responsibilities and access to Confidential Information and Trade Secrets while employed with Employer, to any future employer by whom I may be employed or third parties with whom I may do business, and to notify such employers or third parties of the legal rights of Employer arising out of or in conjunction with this Agreement including without limitation any breach or inducement of breach of it.

Name of Employee: William T. Buresh

Signature: William T. Buresh Date: 7/20/03

Attachment re: Arbitration

This is the Attachment re Arbitration referred to in Section 11 of the Employee Patent and Secrecy Agreement. Any and all claims, disputes, and controversies between Employer and myself with respect to interpretation, construction, breach, enforceability, and/or enforcement of the terms and provisions of the Employee Patent and Secrecy Agreement ("Dispute") shall be finally resolved by binding arbitration.

Employer (or its successor in interest) or I shall have the right to submit a Dispute to arbitration, by delivery to the other, by certified mail, of a written notice and demand for arbitration of such Dispute ("Notice"). Arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Rules applicable to such Disputes ("Rules"), by a neutral and impartial arbitrator acceptable to Employer and myself. If such an arbitrator has not been selected by Employer and myself within sixty days after giving of such written notice and demand for arbitration, or within thirty days after the occurrence of a vacancy, a neutral and impartial arbitrator shall be selected and appointed by the AAA in accordance with its Rules. Unless otherwise required under applicable law, the arbitration proceedings shall be conducted in the city where the principal place of business of Employer is situated at the date of this Agreement. Each party shall be entitled to be represented by legal counsel.

The arbitration proceedings (including discovery and the giving of testimony) shall be conducted in strictest confidence pursuant to a confidentiality agreement signed by the parties and devised to protect the confidentiality of and valuable rights of Employer in the Confidential Information and Trade Secrets as well as the confidentiality of any other confidential information included in such proceedings.

The arbitrator shall have the power and authority to make such decisions and awards as he or she deems appropriate, consistent with applicable law. To the extent applicable law sets particular requirements for the conduct of such arbitration proceedings, such as, any with respect to discovery, cross examination, testimony, or availability of rights and remedies, the arbitration proceedings shall be conducted in compliance with those requirements.

Subject to applicable law, the arbitrator may grant compensatory damages, costs and attorneys' fees to the prevailing party (but not punitive or exemplary damages), as well as any injunctions that he or she may deem necessary or advisable directed to or against a party, including a direction or order requiring specific performance of any covenant, agreement or provision of this Agreement as a result of a breach or threatened breach. Any decision or award of the arbitrator shall be final, binding, and conclusive upon the parties and said decision and award may be entered as a final judgment in any court of competent jurisdiction.

Unless otherwise imposed by the arbitrator, the administrative costs of such arbitration shall be borne equally by the parties and each party shall bear its own attorneys' fees and costs.

Notwithstanding the foregoing, Employer shall have the right at any time to apply for and obtain injunctive relief and/or such other remedies and relief, as may be available in a court of law or equity, state or federal, including but not limited to restraining orders to protect the legitimate interests of Employer, preserve the status quo, prevent a breach of confidence, prevent irreparable damage, injury or loss, protect against actual or threatened improper or unauthorized disclosure, use or misappropriation of inventions, information or other proprietary rights of Employer, pending the conclusion of such arbitration proceedings and final decision (award) of the arbitrator.

Name of Employee: William T. Buresh

Signature: William T. Buresh Date: 7/20/03