

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4207234

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YEE KANG TAM	01/18/2013
RECEIVING PARTY DATA		
Name:	CAMERON INTERNATIONAL CORPORATION	
Street Address:	1333 WEST LOOP SOUTH, SUITE 1700	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77027	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15271546
CORRESPONDENCE DATA		
Fax Number:	(281)975-4033	
<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:	281-975-4046	
Email:	leubanks@eubanksip.com	
Correspondent Name:	EUBANKS PLLC	
Address Line 1:	9720 CYPRESSWOOD DR.	
Address Line 2:	SUITE 242	
Address Line 4:	HOUSTON, TEXAS 77070	
ATTORNEY DOCKET NUMBER:	DRL-032629	
NAME OF SUBMITTER:	L. LEE EUBANKS IV	
SIGNATURE:	/Lee Eubanks/	
DATE SIGNED:	01/03/2017	
Total Attachments: 5		
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CONFIDENTIALITY & INTELLECTUAL PROPERTY AGREEMENT

In consideration of my employment or continued employment by Cameron (Singapore) Pte Ltd (the "**Company**"), a company incorporated in Singapore with its principal place of business at No. 2 Gul Circle Singapore 629560 and the salary and benefits paid to me by the Company in connection with my employment, I hereby agree to the following.

1. **CONFIDENTIAL INFORMATION**

- 1.1 I acknowledge that through my employment with the Company, I may become, or may have already become acquainted with Confidential Information (defined below) of the Company.
- 1.2 Subject to Clause 1.3, "**Confidential Information**" means confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage media including but not limited to financial, technical, operational, commercial information, materials, drawings, bills of materials, diagrams, plans and designs, customer information, price lists and pricing information, purchase agreements, information regarding the Company's products and services, marketing and business plans, sales, finances, personnel, business methods and techniques, know-how, inventions, training methods, information which the Company is obliged to maintain as confidential, information designated either verbally or in writing by the Company as confidential, information marked or stamped by the Company as "*Confidential*", other information relating to the business and other operations of the Company and all copies and reproductions of the foregoing, whether or not owned or developed by the Company.
- 1.3 "**Confidential Information**" shall not include information which:-
 - (a) is/was rightfully in my knowledge and possession prior to disclosure to me by the Company, provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by Company; or
 - (b) I can prove to have already been in the public domain or to have become part of the public domain at a future date otherwise than as a result of my breach of the terms of this Agreement.

2. **OBLIGATION OF CONFIDENTIALITY**

- 2.1 I undertake to use the Confidential Information solely for the purposes of the performance of my duties during my employment with the Company (the "**Authorised Purpose**").

2.2 I agree to keep the Confidential Information in strictest confidence and not to disclose or permit the disclosure of any Confidential Information to any person, without the Company's prior written consent.

2.3 Without limiting the generality of Clause 2.2 above, I warrant that I shall not:-

- (a) make available, disseminate, market, resell and/or disclose the Confidential Information or any associated documentation or any modification of the same directly or indirectly to any company in competition with the Company or any other third party;
- (b) reproduce the Confidential Information or any associated documentation or any part thereof unless such reproduction is pursuant to the Authorised Purpose; and
- (c) publish the Confidential Information in any part of the world or assist others to do so.

2.4 I warrant that I will take sufficient procedures, protection and measures and continue to keep such procedures, protection and measures in place, in order to maintain the confidentiality and prevent unauthorised use and unauthorised disclosure of the Confidential Information.

2.5 I shall notify the Company immediately upon becoming aware of or having reasonable grounds for suspecting any unauthorised disclosure of the Confidential Information or any other breach of the provisions of this Agreement.

3. RETURN OF CONFIDENTIAL INFORMATION

3.1 I agree that, upon the Company's written demand for whatever reason, I shall:-

- (a) immediately deliver to the Company any and all notes, drawings, copies, photographs, documents, manuals, diskettes and other materials containing the Confidential Information disclosed by the Company in whatever form in my possession, custody or control without retaining any copies or excerpts thereof in any form whatsoever, which contain or relate to the Confidential Information; and
- (b) confirm to the Company, in writing, the return or destruction of such materials, documents, media and all copies thereof.

3.2 I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon the Company's written demand and I shall immediately cease to use the Confidential Information. It is expressly agreed that no termination of my right to retain and/or use the Confidential Information shall release or discharge me from complying with any of the obligations provided herein.

4. INTELLECTUAL PROPERTY

4.1 For the purposes of this Clause 4:-

- (a) **"Intellectual Property Rights"** shall mean now existing, contingent or future created copyrights, trade marks, patents, designs, layout-designs, proprietary information and any other intellectual and industrial property rights throughout the world; and
- (b) **"Works"** shall mean inventions, works of authorship and other works made, developed or produced by me, either alone or jointly with others, whether or not during my working hours with the Company.

4.2 I hereby agree and acknowledge that any and all Intellectual Property Rights embodied in or relating to Works made, developed or produced:

- (a) during the term of my employment with the Company and within the scope of my employment; and/or
- (b) during the term of my employment with the Company and for a period of one (1) year after termination of such employment, which are based on or derived from the Confidential Information,

shall vest and remain at all times in the Company and I hereby assign all such Intellectual Property Rights to which I am or may at any time after the date of this Agreement be entitled by virtue of or pursuant to any of the laws in force in any part of the world, for the full period of the protection of such Intellectual Property Rights including all renewals, reversions and extensions.

4.3 With respect to the Intellectual Property Rights within the scope of Clause 4.2 above (the **"Company's Intellectual Property Rights"**), I agree to:-

- (a) inform the company promptly and fully in writing regarding all Works embodying such Intellectual Property Rights;
- (b) maintain complete and accurate records regarding such Works; and
- (c) co-operate fully with the Company, to do any and all acts and to execute any and all documents in such manner and at such location as may be required by the Company in its sole discretion to effect, perfect, record or register the assignment of, or to protect or enforce any of, such Intellectual Property Rights, provided that if I should fail following fourteen (14) days notice from the Company to perform any act or execute any document aforesaid, the Company shall have the right to do so in my place and stead as my lawfully appointed attorney and I undertake to confirm and ratify and be bound by any and all actions of the Company pursuant to this clause and such authority and appointment shall take effect as an irrevocable appointment.

- 4.4 I shall not, at any time or in any way question, dispute, infringe or do any act inconsistent with the Company's ownership of the Company's Intellectual Property Rights.

5. NON-SOLICITATION

I agree that, during my employment with the Company and for one (1) year after the termination of my employment with the Company, whether such termination is voluntary or involuntary, I will not, directly or indirectly, or through any person or entity, hire, solicit or persuade any employee, or independent contractor of the Company to discontinue working for the Company and/or to work for a competing entity.

6. TERM

This Agreement shall commence from the date of execution hereof and shall continue indefinitely.

7. INDEMNITY

I agree to indemnify and hold the Company harmless from and against all costs, damages and expenses incurred as a result of my breach of any of the terms of this Agreement.

8. INJUNCTIVE RELIEF

8.1 I acknowledge that the restrictions contained in this Agreement are necessary to protect the legitimate interests of the Company and that any violation thereof would result in irreparable harm and loss to the Company.

8.2 I further acknowledge and agree that money damages would not be a sufficient remedy for any breach of the terms of this Agreement and that the Company shall be entitled to obtain injunctive and other legal or equitable relief against me for my breach or threatened breach of the provisions of this Agreement.

9. SEVERABILITY

If for any reason any clause or part thereof of this Agreement is found to be unenforceable, such clause or part thereof shall be deemed to be excised from this Agreement and the remainder of this Agreement shall be enforced to the fullest extent possible.

10. ASSIGNMENT

I agree that this Agreement shall inure to the benefit of any successors and assigns of the Company and that I cannot assign any of my obligations and rights under this Agreement to any other party.

11. WAIVER

I agree that no failure on the part of the Company to exercise and no delay by the Company in exercising any rights under this Agreement shall operate as a waiver thereof. No single or partial exercise by the Company of any right under this Agreement shall preclude any other or further exercise of any other right.

12. EMPLOYMENT

I agree that this Agreement is not an employment agreement and that the terms of my employment are governed by a separate agreement between the parties.

13. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by the Company and myself.

14. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with and governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts in Singapore.

Executed on 18/01/2013 2013

by Tam Yee Kang (name)

in the presence of:

James Goh (name)