

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4224604

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LANE DENNIS DALAN	10/27/2008
RECEIVING PARTY DATA		
Name:	AEROVIRONMENT, INC.	
Street Address:	181 W. HUNTINGTON DRIVE	
Internal Address:	SUITE 202	
City:	MONROVIA	
State/Country:	CALIFORNIA	
Postal Code:	91016	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14184599
CORRESPONDENCE DATA		
Fax Number:	(805)584-6427	
<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:	805.579.2500	
Email:	docketing@brooksacordia.com	
Correspondent Name:	BROOKS ACORDIA IP LAW, P.C.	
Address Line 1:	31365 OAK CREST DRIVE	
Address Line 2:	SUITE 225	
Address Line 4:	WESTLAKE VILLAGE, CALIFORNIA 91361	
ATTORNEY DOCKET NUMBER:	AERO-VI1213WOUS	
NAME OF SUBMITTER:	JAMES K. DAWSON	
SIGNATURE:	/James K Dawson/	
DATE SIGNED:	01/13/2017	
Total Attachments: 5		
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AEROVIRONMENT, INC.

PATENT AND CONFIDENTIALITY AGREEMENT

In consideration and as a condition of my employment or continued employment by AEROVIRONMENT, INC. (the "Company") as an employee or contract personnel and the compensation paid therefor:

1. Assignment of Inventions. I hereby assign and transfer to the Company my entire right, title and interest in and to all inventions, improvements, discoveries, ideas, designs, documents, and other data (whether or not patentable) made, conceived, or first reduced to practice by me, whether solely or jointly with others, during the period of my employment with the Company (the "Inventions"), which relate in any manner to the actual or anticipated business or research and development of the Company or its subsidiaries, or result from by any task assigned to me or by any of the work I have performed or may perform for the Company. This Agreement, however, does not require assignment of an Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870"). In the event any Invention relating in any manner to the actual or anticipated business or research and development of the Company or its subsidiaries is disclosed by me under paragraph 2 within six (6) months after leaving the employ of the Company, it is to be presumed that such Invention was conceived or resulted from developments made during the period of my employment by the Company and I agree that any such Invention will belong to the Company, subject to the provisions of Section 2870.

2. Disclosure of Inventions; Patents. I agree promptly to disclose all Inventions to my supervisor, or to whomever else may be designated by the Company, regardless of whether I believe the Invention is protected by Section 2870, in order to permit the Company to claim rights to which it may be entitled under this Agreement. Such disclosure shall be received in confidence by the Company. With respect to all Inventions which are to be assigned pursuant to this agreement, I will assist the Company in any reasonable manner to obtain for its own benefit patents thereon in any and all countries, and I will execute when requested, patent applications and assignments thereof to the Company, or persons designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Agreement, and I will further assist the Company in every reasonable way to enforce any patents obtained, including, without limitation, testifying in any suit or proceeding involving any of said patents or executing any documents deemed necessary by the Company, all without further consideration than provided for herein, but at the expense of the Company. I agree to preserve such Inventions as confidential information of the Company. I further agree that the obligations and undertakings stated in this paragraph 2 shall continue beyond the termination of my employment by the Company, but if I am called upon to render such assistance after the termination of my employment, then I shall be entitled to a fair and reasonable per diem fee in addition to reimbursement of any expenses incurred at the request of the Company. I agree to keep and maintain adequate and current written records of all such Inventions made by me (in the form of notes, sketches, drawings and as may be specified by the Company), which records shall be available to and remain the property of the Company at all times.

3. Confidentiality. I agree that during my employment by the Company I will not engage directly or indirectly in any non-Company or other external employment, consulting, engagement or similar activity related or otherwise associated with any business in which the Company is now or may hereafter become engaged (hereinafter 'External Engagements'), with the exception of those specific External Engagements which prior to commencement thereof, the Company has provided an express consent to and approval of in writing (hereinafter 'Consented Engagement'). I agree that I will not during my employment by the Company or thereafter at any time disclose directly or indirectly to any person or entity or use for my own benefit any trade secrets or confidential information relating to products, processes, know-how, machines, designs, drawings, software, formulas, test data, marketing data, business plans and strategies, employees, negotiations and contracts with other companies, disclosures and applications for patents and the status of their prosecution, or any other confidential subject matter pertaining to any of the business of the Company or any of its clients, customers, consultants, licensees or affiliates (hereinafter collectively "Company Propriety Information"), known to, learned or acquired by me during the period of my employment, except to such an extent as may be necessary in the ordinary course of performing my particular duties as an employee of the Company. I acknowledge that all the foregoing information is proprietary to the Company and is a special, valuable and unique asset of the business of the Company, and that my employment creates a relationship of confidence and trust between myself and the Company with respect to the proprietary information.

4. Consented Engagements and Prior and Concurrent Inventions. Attached as Schedule A hereto is a complete list describing all inventions and original works of authorship, which I have made (either solely or jointly) prior to my employment by the Company and which belong to me or which I have the right to license (hereinafter "Prior Inventions"). I represent and covenant that the list is complete and that, if no items are on the list, I have no such prior inventions.

In addition to the disclosure requirements of Section 2 hereof, I agree to promptly disclose to the Company each and every invention which I conceive, make or otherwise create, whether solely or jointly with others, resulting from, during, or which is in any way associated with any Consented Engagement activity that I am involved in (hereinafter 'Concurrent Invention(s)'). I further agree for each Concurrent Invention, to provide to the Company a full disclosure of any information related to the activities or events leading to, or otherwise associated with, the conception, making, invention, creation and/or development, of each such Concurrent Invention, including any information relevant to assignment of inventions provisions of Section 1 herein. Any and such disclosures will be kept confidential by the Company and shall be made to my supervisor or whomever the Company so designates. I further agree not to enter into any agreement which would prevent or limit my ability to make such disclosures to the Company.

I agree that during the course of my employment with the Company I will not use, cause to be used, or require the use of, in part or in whole, any of the Prior Inventions or Concurrent Inventions, not owned or otherwise licensed to the Company, in association with my work for the Company or with any product or process developed by the Company. Nevertheless, in the event that any of the Prior Inventions or Concurrent Inventions, not owned or otherwise licensed to the Company, are incorporated into, or required to be used by, any of my work and/or any product or process developed by the Company, due to some action or inaction, by me, then I agree to grant to the Company a royalty-free, nonexclusive, worldwide,

perpetual, irrevocable license, including the right to sublicense to such Prior Inventions or Concurrent Inventions.

In addition to the requirements of Section 3 hereof, I agree that without the prior express written consent and approval of the Company, I will not use, disclose or transfer any of the Company Propriety Information during any Consented Engagement related activity, including any work on, development of, invention, conception or making of any Concurrent Invention. In the event that any of the Company Propriety Information is used by me in relation to work on, the development of, invention, conception or making of any Concurrent Invention without the express consent and approval of the Company, then I agree, subject to the requirements of Section 2870, to assign and transfer to the Company my entire right, title and interest in and to all such Concurrent Inventions.

In addition to the requirements of Section 7 hereof, I will not breach any agreement to keep in confidence proprietary information or trade secrets acquired by me in confidence or in trust prior as the result of, or otherwise in association with, any Consented Engagement. Further, I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any entity associated with any Consented Engagement.

5. Return of Confidential Material. I agree to deliver promptly to the Company on termination of my employment with the Company, whether or not for cause and whatever the reason, or at any time it may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints, and any other documents of a confidential nature belonging to the Company, including all copies of materials which I may then possess or have under my control. I further agree that upon termination of my employment that I shall not take with me any documents or data of any description containing or pertaining to the proprietary information of the Company as set forth in paragraph 3.

6. Customer Lists and Employees. I agree that I shall not for a period of six (6) months immediately following the termination of my employment with the Company for any reason, whether with or without cause, either directly or indirectly: (1) solicit or take away any of the customers of the Company on whom I called or with whom I became acquainted during my employment with the Company, either for myself or for any other person or entity, or (2) solicit or take away, or attempt to solicit or take away any employees of the Company either for myself or for any other person or entity.

7. Trade Secrets of Others. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information or trade secrets acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict herewith.

8. Other Obligations. I acknowledge that the Company from time to time may have agreements with other persons or with the U.S. Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions of which I become

aware and to take all reasonable action necessary to discharge the obligations of the Company thereunder.

9. Injunctive Relief. I agree that it would be difficult to measure the damage to the Company from any breach by me of the covenants set forth in paragraphs 1, 2, 3, 5 or 6 herein, that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, I agree that if I breach paragraphs 1, 2, 3, 5 and 6, or any of them, the Company shall be entitled, in addition to all other remedies it may have, to injunctions or other appropriate orders to restrain any such breach without showing or proving any actual damage to the Company.

10. General. I acknowledge receipt of this Agreement and agree that, with respect to the subject matter hereof, this Agreement is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof. This Agreement shall inure to the benefit of the successors and assigns of the Company, and shall be binding upon my heirs, assigns, administrators and representatives. To the extent that any of the agreements set forth herein, or any word, phrase, clause or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, phrase, clause or sentence shall be modified or deleted in such a manner so as to make the Agreement, as modified, legal and enforceable under applicable laws. This Agreement shall be governed by the laws of the State of California, which state shall have jurisdiction of the subject matter hereof. This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing signed by the Employee and the Company.

DATED: Oct 27, 2008

EMPLOYEE:

Lance Dalton

Name (Print)

Lance Dalton

Signature

AEROVIRONMENT INC. :

Connie Sikes

Name

HR

10/27/08

Title and Date

Revised 06/2008

PATENT

REEL: 041370 FRAME: 0494

California Labor Code §2870 (1996)

§ 2870. Application of provision that employee shall assign or offer to assign rights in invention to employer

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

California Labor Code §2872 (1996)

§ 2872. Notification that agreement regarding assignment of invention does not apply to qualified invention under statutory exemption; Burden of proof

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.