

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4296777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THOMAS MAST	02/03/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BELL HELICOPTER TEXTRON INC.
<b>Street Address:</b>	P.O. BOX 482
<b>Internal Address:</b>	MAIL STOP HQ 04415
<b>City:</b>	FORT WORTH
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76101
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15343678
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)866-0010
<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>	
<b>Phone:</b>	2148660001
<b>Email:</b>	kthiesse@chalkerflores.com
<b>Correspondent Name:</b>	EDWIN FLORES C/O CHALKER FLORES, LLP
<b>Address Line 1:</b>	14951 NORTH DALLAS PARKWAY, STE. 400
<b>Address Line 4:</b>	DALLAS, TEXAS 75254
<b>ATTORNEY DOCKET NUMBER:</b>	BELL:12-056
<b>NAME OF SUBMITTER:</b>	KAREN THIESSE
<b>SIGNATURE:</b>	/Karen Thiesse/
<b>DATE SIGNED:</b>	03/01/2017
<b>Total Attachments: 2</b>	
source=Mast,Thomas Employee Agreement#page1.tif	
source=Mast,Thomas Employee Agreement#page2.tif	

Thomas M. Mast  
Employee Name (Print)  
35449  
Clock Number

**EMPLOYEE CONFIDENTIALITY AGREEMENT  
REGARDING PROPRIETARY AND CONFIDENTIAL INFORMATION AND INVENTIONS**

In consideration of my employment or continued employment by Bell Helicopter Textron Inc. (which together with its affiliates and subsidiaries will hereinafter collectively be called the "Company"), and the compensation paid to me by the Company from time to time, I hereby represent and agree as follows:

1. I understand that the Company is engaged in a continuous program of research, development, production and marketing with respect to its present and future products and I further understand that, as an essential part of my employment, I am expected to make contributions to and create inventions of value for the Company, although this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time.
2. In the performance of my responsibilities at the Company, I will not use any materials or documents of a former employer which are not generally available to the public, unless I have first obtained written authorization from the former employer which I will deliver to the Company on or before my use of such materials or documents.
3. The terms "secret" and "confidential" as used in this Agreement are used in their generic sense and are not intended to depict U. S. Government Security Classifications.
4. I understand that my employment by the Company creates a relationship of confidence and trust between me and the Company with respect to any information of a confidential or secret nature that may be learned or developed by me during the period of my employment by the Company and which (i) relates to the business of the Company or (ii) has commercial value in the business in which the Company is engaged (hereinafter called "Confidential or Proprietary Information"). By way of illustration, such Confidential or Proprietary information shall include trade secrets, processes, formulas, computer programs, data, know-how, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts and customer lists.
5. All Confidential or Proprietary Information shall be the sole property of the Company and its assigns. During my employment and after its termination, I will keep in confidence and trust all Confidential or Proprietary Information and I will not use or disclose such Information without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. In the event of the termination of my employment for any reason, I will promptly deliver to the Company all materials, documents and data of any nature containing or pertaining to any Confidential or Proprietary Information and I will not take with me any such materials, documents or data or any reproduction thereof.
6. I will promptly disclose to the Company all developments, designs, inventions, improvements, original works of authorship, formulas, processes, computer programs, techniques, know-how, data, trade secrets, trademarks or proprietary information made or conceived either alone or jointly with others during the period of my employment either on or off the Company's premises (a) while providing services to the Company, (b) with the use of the time, materials or facilities of the Company, (c) relating to any product, service or activity of the Company of which I have knowledge; or (d) suggested by or resulting from any work performed by me for the Company (hereinafter collectively called "Inventions").
7. I agree that all such Inventions, which the Company in its sole discretion determines to be related to or useful in the business or research or development of the Company, shall be the sole and exclusive property of the Company. I agree that all original works of authorship shall be considered to be "works made for hire" under the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq. I agree to assign all my rights and interests in all other Inventions to the Company and that I have no proprietary interest in any Invention, including any patent, copyright, trademark or trade secret rights. The Company shall have the right to use and/or to apply for patents, copyrights, trademarks or other statutory or common law protections for such Inventions in any and all countries, and I agree to assist the Company at the Company's expense to obtain and enforce patents, copyrights, trademarks and other statutory or common law protections for such Inventions. To that end, I shall execute all documents for use in applying for and obtaining such patents, copyrights, trademarks and other statutory or common law protections and that I shall not register, file or obtain any patents, copyrights or trademarks covering any of the Inventions in my own name and I further agree to provide necessary assistance to protect, enforce or perfect the Company's rights and interests in such patents, copyrights and trademarks. My obligations under this Paragraph 7 shall continue beyond the termination of my employment with the Company.
8. This Agreement does not obligate me to assign to the Company any Inventions, discovery, improvement or design which, in the judgment of the Company, does not relate to the business efforts or research and development efforts in which, during the period of my employment the Company is actually engaged or reasonably would be expected to become engaged.

9. I have identified on the following List of Inventions a complete itemized list of all Inventions or improvements which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company and which I desire to exclude from the operation of this Agreement. If there is no such list, I represent that I have made no such Inventions or improvements at the time of signing this Agreement.
10. Prior to submission to any third party for publication, I will submit for approval all articles or other writings relating to Company Confidential or Proprietary Information to the Legal Department.
11. During the period of my employment I will not, without the Company's prior written consent, engage in any employment or activity other than for the Company in any business in which the Company is engaged.
12. I hereby authorize the Company to make known the terms of this Agreement, my responsibilities hereunder, any breach or suspected breach thereof, and facts surrounding such breach or suspected breach to any person or entity, including without limitation, customers of the Company and my future employers.
13. For a period of two (2) years immediately following the termination of my employment with the Company, I shall not either directly or indirectly (i) call on, solicit or take away, either for myself or for any other person or entity, any of the customers or clients of the Company on whom I called or with whom I became acquainted during my employment or (ii) solicit or take away, or attempt to solicit or take away, either for myself or for any other person or entity, any employees of the Company.
14. I understand that any breach of this Agreement may cause the Company irreparable harm which cannot be adequately compensated by money damages. Accordingly, in the event of such breach or threatened breach the Company shall be entitled to injunctive or other equitable relief in addition to the recovery of damages.
15. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its successors and assigns. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions of this Agreement shall continue with full force and effect.
16. I agree to appear at a Company Exit Interview upon cessation of employment for counseling relative to my obligations under this Agreement.
17. This Agreement shall be governed by Texas law applicable to contracts between residents of Texas which are wholly executed and performed in Texas. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written.
18. This Agreement shall be effective as of the first day of my employment by the Company.
19. There are NONE inventions identified on the following List of Inventions.

Accepted by:  
BELL HELICOPTER TEXTRON INC.

Thomas M Mast  
Employee Signature

Marilyn K. Barnes  
Personnel Clerk

Thomas M Mast  
Printed Name

Marilyn K. Barnes  
Printed Name

35449  
Clock Number

2-3-04  
Date

LIST OF INVENTIONS

<u>Item No.</u>	<u>Date Invented</u>	<u>Patent No. and Owner (if patented)</u>	<u>Title and Description</u>
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