504236404 02/21/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4283081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MAUREEN LINCOLN	06/27/2013

RECEIVING PARTY DATA

Name:	KIMBER MFG., INC.	
Street Address:	1 LAWTON STREET	
City:	YONKERS	
State/Country:	NEW YORK	
Postal Code:	10705	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29551884

CORRESPONDENCE DATA

Fax Number: (215)751-1142

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.

Phone: (215) 567-2010

Email: RWILSON@CRBCP.COM
Correspondent Name: CAESAR RIVISE, PC
Address Line 1: 1635 MARKET STREET

Address Line 2: 12TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	N1077/20038
NAME OF SUBMITTER:	GARY A. GREENE
SIGNATURE:	/Gary A. Greene/
DATE SIGNED:	02/21/2017

Total Attachments: 4

source=N107720038LINCOLNEMPLOYMENTAGREEMENTREDACTED#page1.tif source=N107720038LINCOLNEMPLOYMENTAGREEMENTREDACTED#page2.tif source=N107720038LINCOLNEMPLOYMENTAGREEMENTREDACTED#page3.tif source=N107720038LINCOLNEMPLOYMENTAGREEMENTREDACTED#page4.tif

PATENT 504236404 REEL: 041760 FRAME: 0368

NON-DISCLOSURE, PROPRIETARY RIGHTS, NON-SOLICITATION AND NON-COMPETE AGREEMENT

IN CONSIDERATION of my employment or continued employment with Kimber Mfg., Inc. ("Employer") and the compensation I shall receive, the adequacy and sufficiency of such consideration being hereby acknowledged, I, \(\(\frac{\Delta(\Delta(\Delta) \Delta(\Delta)}{\Delta(\Delta(\Delta))} \). ("Employee") hereby agree to the following:

1. Confidential Information.



REDACATED

(Rev 6//26/2013)

Page 1 of 4

2. No Solicitation.

REDACATED

3. Anti-Disparagement.

REDACTED

- 4. Ownership of Property. Employee shall disclose fully, promptly and in writing to Employer any and all inventions, discoveries, know-how, designs, enhancements, improvements, modifications, other intellectual property rights and all material that includes any of the foregoing, whether patentable or not, which Employee conceives, makes or develops, solely or jointly with others, while employed by Employer and which:
 - (a) Relate to the business, work or activities of Employer; or
- (b) Result from or are suggested by the carrying out of my duties or from or by any information that Employee may receive while employed by Employer.

All of the above is individually and collectively "Covered Material".

All Covered Material shall to the extent applicable be owned as work-made-forhire for Employer within the meaning of the United States Copyright Act and for all other purposes.

Employee hereby assigns, transfers and conveys to Employer all of Employee's right, title and interest in and to any and all Covered Material and agrees to take all such actions as may be requested by Employer, while Employee is employed by Employer and thereafter, at any time and with respect to any Covered Material to confirm or evidence such assignment, transfer and conveyance. Employee shall not take any action or make any intellectual property filing adverse to Employer's intellectual property rights. Furthermore, at any time and from time to time, upon the request of Employer, during Employee's employment or thereafter, Employee shall execute and deliver to Employer, any and all instruments, documents and papers, give evidence and do any and all other acts that, in the opinion of counsel for Employer, are or may be necessary or desirable to document such assignment, transfer and conveyance or to enable Employer to file and

(Rev 6//26/2013) Page 2 of 4

prosecute applications for and to acquire, maintain and enforce any and all patents, trademark registrations or copyrights under United States or foreign law with respect to any Covered Material or to obtain any extension, validation, reissue, continuance or renewal of any such patent, trademark or copyright. Employer shall be responsible for the preparation of any such instruments, documents and papers and for the prosecution of any such proceedings and shall reimburse Employee for all reasonable expenses incurred by Employee in compliance with the provisions of this Section 4.

5. Equitable Relief. REDACTED 6. Non-Compete. REDACTED REDACTED

(Rev 6//26/2013)

Page 3 of 4

- 7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws and decisions of State of New York.
- 8. Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
- 9. <u>Survival</u>. In the event that Employee's employment with Employer should terminate, either voluntarily or involuntarily, for any reason whatsoever, Employee's obligations under this Agreement shall survive such termination.

10. Employee At Will. REDACTED		
EMPLOYEE NAME:	Moureen A. Lincoln	
EMPLOYEE SIGNATURE:	Mauren B. Swall	
DATE:	<u> </u>	

(Rev 6//26/2013)

RECORDED: 02/21/2017

Page 4 of 4