

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5086723

| | |
|---|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MICHAEL C. MCDONALD | 07/01/2010 |
| RECEIVING PARTY DATA | |
| Name: | FLOW INTERNATIONAL CORPORATION |
| Street Address: | 23500 64TH AVENUE SOUTH |
| City: | KENT |
| State/Country: | WASHINGTON |
| Postal Code: | 98032 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16075938 |
| CORRESPONDENCE DATA | |
| Fax Number: | (206)682-6031 |
| <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: | 2066224900 |
| Email: | charisses@seedip.com |
| Correspondent Name: | SEED IP LAW GROUP LLP |
| Address Line 1: | 701 FIFTH AVENUE |
| Address Line 2: | SUITE 5400 |
| Address Line 4: | SEATTLE, WASHINGTON 98104 |
| ATTORNEY DOCKET NUMBER: | 340058.627USPC |
| NAME OF SUBMITTER: | JARED M. BARRETT |
| SIGNATURE: | /Jared M. Barrett/ |
| DATE SIGNED: | 08/07/2018 |
| Total Attachments: 6 | |
| source=340058-627USPC_invention-agreement#page1.tif | |
| source=340058-627USPC_invention-agreement#page2.tif | |
| source=340058-627USPC_invention-agreement#page3.tif | |
| source=340058-627USPC_invention-agreement#page4.tif | |
| source=340058-627USPC_invention-agreement#page5.tif | |

**FLOW INTERNATIONAL CORPORATION
CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT**

THIS CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT ("Agreement") is made and entered into by and between Flow International Corporation, a Washington corporation ("Flow"), and MIC MEDONALD ("you"), effective as of 5/28, 2010. In consideration of your employment by Flow, the compensation you receive from time to time, and other valuable consideration, you and Flow agree as follows:

7/01 (12720)

1. Employment At Will. You acknowledge that your employment is voluntary and of indefinite duration and that either Flow or you will be free to terminate your employment relationship with Flow at any time, with or without cause and with or without notice. You also acknowledge that any representations to the contrary, whether written, verbal, or implied by any Flow conduct or practice, are unauthorized and void, unless contained in a formal written employment contract signed by you and an authorized officer of Flow.

2. Duties/Compensation. The duties, title, and compensation for your position will be determined by Flow and subject to change at the discretion of Flow from time to time.

3. Use and Disclosure of Confidential Information.

3.1 You acknowledge that disclosure of Confidential Information outside of Flow would severely affect Flow or its Affiliates and provide the recipient of the Confidential Information with an unfair competitive advantage. Therefore, during your relationship with Flow and at all times thereafter, you will not copy, use, or disclose Confidential Information except as necessary for you to perform your employment duties for Flow. Upon Termination, or sooner if so requested, you will immediately return to Flow all Confidential Information, including all documents regarding Confidential Information, other materials furnished to you in connection with your employment, and other property belonging to Flow (including keys, equipment, identification, and credit cards). You understand that all such documents and materials are Flow's sole property and that you cannot make any copies thereof. After Termination, you will not disclose or use any Confidential Information (or help others to do so) without Flow's express prior written consent.

3.2 "Confidential Information" means all information, data, and materials in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, services, marketing, sales, finances, or legal affairs of Flow, its Affiliates, or any third party doing business with or providing information to Flow under obligation of confidentiality. "Confidential Information" includes, without limitation: (a) trade secrets; (b) non-public development and business plans and information, ideas, work, inventions, data, software source code, processes, designs, techniques, or know-how of Flow or its Affiliates or developed by any Flow or Affiliate employees; (c) reports and data developed or acquired by Flow, its Affiliates, or any Flow or Affiliate employee; and (d) forms, policies, and other forms of written and nonwritten data, experience, and information relating to the business, services and employees of Flow or its Affiliates. "Confidential Information" does not include information that: (x) has been made public voluntarily by the party to whom such information belongs; (y) you have received, or later receive, separately from a source not under an obligation of confidentiality; or (z) has otherwise become publicly available without violation of any legal obligation.

3.3 "Affiliate" means any entity currently existing or subsequently formed that directly or indirectly controls, is controlled by, or is under common control with Flow, whether by contract, through the ownership of voting securities or otherwise.

4. Noncompetition.

4.1 You agree that information that is not generally known to the public to which you have been or will be exposed as a result of your Flow employment is Confidential Information that, as between you and Flow, is and will remain the exclusive property of Flow. You acknowledge that such information is and will continue to be of central importance to the business of Flow, and that disclosure of Confidential Information to others or the

unauthorized use of such information by others would cause substantial loss and harm to Flow. You also acknowledge that the Business of Company (as defined below) is, in part, worldwide in scope. You accordingly agree that in the event your employment relationship terminates for any reason, whether voluntary or involuntary ("Termination"), you will continue to comply with the provisions of Section 4.2 of this Agreement. For purposes of this Agreement, "**Business of Company**" means the business that Flow conducts or is preparing to conduct during the term of this Agreement, including, without limitation, the design, development, sale, promotion, production, marketing, licensing or distribution of products, services or technologies relating to high pressure jet cutting and cleaning equipment.

4.2 You agree that you will not, during your Flow employment and for a period of two years after Termination, directly or indirectly seek, solicit, enter into, or engage in, any employment, business, enterprise, agreement, or consulting arrangement with any other person or entity, that is at that time engaged in, or that has clear plans for future engagement in competition with the Business of Company. However, nothing in this Section 4 will prohibit you from working in the industry, engaging in academic research or teaching, or using your skills and experience, in each case in compliance with the restrictions contained in this Agreement.

5. Nonsolicitation. You agree that during your employment with Flow and for a period of two years after Termination, you will not: (a) solicit or otherwise encourage any employees or consultants of Flow or its Affiliates to terminate their employment or contractual relationship with Flow or its Affiliates or (b) otherwise interfere with the performance of their obligations or responsibilities to Flow or its Affiliates.

6. Intellectual Property.

6.1 "**Intellectual Property**" means all of the following that you create, conceive of, develop, or reduce to practice, alone or with others, during your employment with Flow, whether or not during working hours: ideas, concepts, techniques, formulas, know-how, trade secrets, discoveries, improvements, processes, inventions, patentable subject matter, works of authorship and other copyrightable subject matter, trademarks, and all other matters ordinarily intended by the words "intellectual property," whether or not able to be registered. You acknowledge that all copyrightable Intellectual Property that you prepare within the scope of your employment is a "work made for hire" under U.S. copyright law, and that Flow therefore is the author and owner of all the copyrights in that Intellectual Property. Also, you irrevocably and exclusively assign to Flow and its successors and assigns all right, title and interest in and to all Intellectual Property relating to Flow, Affiliates, or any of their current or future business, to the extent that Flow does not own that Intellectual Property pursuant to the preceding sentence. This includes any copyrights, mask works, patents (and any and all reissues, divisions, continuations or continuations-in-part, renewals, extensions and restorations thereof), trademarks, trade secrets, and any other proprietary rights in that Intellectual Property, and any registrations and applications for registrations for any of these. You shall disclose promptly to Flow any and all inventions, processes or designs that you may conceive of or reduce to practice, alone or with others, from the beginning of your employment until Termination. You shall sign, acknowledge, and deliver documents and take other actions that Flow reasonably requests to protect Flow's rights to Intellectual Property. If you fail in this, you hereby irrevocably appoint Flow and its authorized officers and agents as your agent and attorney-in-fact to do these things on your behalf.

6.2 NOTICE: Your obligation to assign under this Agreement will not apply to any invention for which no trade secret information, equipment, supplies, or facility of Flow was used and that was developed entirely on your own time, unless the invention: (i) relates directly to the business of Flow, (ii) relates to actual or demonstrably anticipated research or development work of Flow, or (iii) results from any work performed by you for Flow.

7. Prior Inventions. "**Prior Invention**" means any invention, process or design that you conceived of or reduced to practice, alone or with others, before your employment with Flow, that you wish to clarify is not subject to Section 6 and that is listed in *Exhibit A*. (If *Exhibit A* is blank, there are no Prior Inventions.) You do not assign rights in any Prior Invention to Flow under Section 6. You shall not include any information on *Exhibit A* that, by its disclosure to Flow, would violate any confidentiality obligation you owe to any third party, including a prior employer. If such confidentiality obligations exist with respect to certain Prior Inventions, you shall

inform Flow that you have not listed all Prior Inventions on *Exhibit A* for that reason. If you use or incorporate any Prior Invention (or other intellectual property not subject to assignment under this Agreement) in any Flow or Affiliate product or service, program, process, machine, development or work-in-progress, or if you permit Flow or its Affiliates to do so, you hereby grant to Flow a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with right to sublicense) to make, use, sell, offer for sale, import, modify, copy, distribute, publicly perform and display, make derivative works of such Prior Invention (or other intellectual property).

8. Use of Third Party Information/No Conflicting Obligations. During the period of your employment with Flow and in the course of carrying out your responsibilities to Flow, you will not (a) make any improper use or disclosure of information to which any third party has a rightful claim of ownership or which is subject to an ongoing obligation of confidentiality to any third party, particularly any of your prior employers, or (b) bring onto the premises of Flow or share with any other employee or agent of Flow any manuals, procedures, data, documents, or other such information acquired in connection with your previous employment, unless you have written permission from your previous employer to do so. You represent and warrant that you are free to enter into an employment relationship with Flow and that you are not subject to any noncompetition or nondisclosure obligation that would restrict your ability to perform your expected duties at Flow. You also represent, warrant, and covenant that you have the full right to enter into this Agreement and perform your obligations hereunder and that you are not currently under, nor will you enter into during the term of this Agreement, any legal obligations with any third party that conflict with your obligations to Flow and/or its Affiliates.

9. Remedies for Breach and Right to Injunction. You agree that in the event you breach Sections 3, 4, 5, 6, 7, or 8 of this Agreement, damages would be difficult if not impossible to ascertain, and it is therefore agreed that Flow, in addition to and without limiting any other remedy or right it may have, will have the right to an immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right will not preclude Flow from pursuing any other rights and remedies at law or in equity that Flow may have, including recovery of damages for any breach of these sections.

10. You Have Read and Understood the Terms of This Agreement; Right to Separate Counsel. You acknowledge with your execution of this Agreement that (a) you have carefully read all of this Agreement's terms and agree they are necessary for the reasonable and proper protection of the Business of Company, (b) Flow has been induced to employ you by your representation that you will abide by and be bound by each of the covenants and restraints in this Agreement, and (c) each and every covenant and restraint is reasonable. You acknowledge that you have been advised by Flow that you are entitled to have this Agreement reviewed by counsel of your choice, and has either done so or elected to forgo such right.

11. General Provisions.

11.1 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining covenants and restrictions or portions thereof shall remain in full force and effect, and if the invalidity or unenforceability is due to the unreasonableness of time or geographical restrictions, such covenants and restrictions shall be effective for such period of time and for such area as may be determined to be reasonable by a court of competent jurisdiction.

11.2 Governing Law; Consent to Jurisdiction; Attorneys' Fees and Expenses. The laws of the State of Washington shall govern this Agreement without regard to its choice of law provisions. You agree that the courts of the State of Washington and the federal courts sitting in the State of Washington (collectively, the "Chosen Courts") shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in connection with this Agreement and that any suit, action, or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts. You waive any defense of *forum non conveniens* and irrevocably agree to be bound by any judgment rendered by the Chosen Courts in connection with this Agreement. In any suit or action brought to enforce this Agreement, or to obtain an adjudication, declaratory or otherwise, of rights hereunder, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses that may be incurred by the prevailing party in such action.

11.3 Entire Agreement. This Agreement, together with any attachments, contains the entire agreement of the parties as to the subject matter of this Agreement and supersedes any prior agreements with respect to the subject matter hereof. This Agreement may be altered or modified only by a writing signed by both parties.

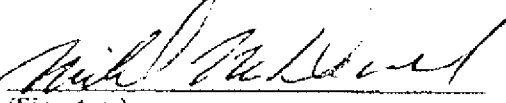
11.4 Nonwaiver; Assignment. The failure of Flow to insist upon strict adherence to any one or more of the covenants and restrictions in this Agreement, on one or more occasions, shall not be construed as a waiver, nor deprive Flow of the right to require strict compliance thereafter with the same. This Agreement may not be assigned by you. This Agreement may be assigned by Flow. Except as otherwise provided, this Agreement will be binding upon and inure to the benefit of the parties' successors and lawful assigns. Affiliates are intended as third-party beneficiaries of this Agreement.

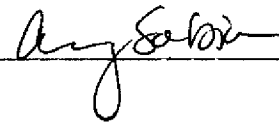
11.5 Survival of Covenants. Sections 3 through 11 will survive any termination of this Agreement or of your employment relationship with Flow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

EMPLOYEE (or "YOU")

FLOW INTERNATIONAL CORPORATION


(Signature)

By 

MICHAEL McDONALD
(Print Name)

Exhibit A
Prior Inventions

 No Prior Inventions

 See below:

 X Additional sheets attached

 X Confidentiality obligations exist with respect to certain Prior Inventions, and I have not listed all Prior Inventions on this Exhibit A for that reason.

Exhibit A
Prior Inventions

Patents for UHP orifice mounting, complete UHP system design and manufacturing, including: pumps, gages, swivels, nozzles, attenuators, bleed down valves, on/off valves, abrasive delivery to cutting nozzle, system controls and packaging as a product line. UHP intensifier and crank shaft pump design, testing and marketing. The above were designed, primarily, to operate at 65,000 psig maximum. Please see attached literature and resume.


Michael C. McDonald