

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5441558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIDENTIALITY AND INVENTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK E. DANNETTEL	11/24/2014
RECEIVING PARTY DATA	
Name:	BRUSKIN INTERNATIONAL
Street Address:	7658 HASKELL AVENUE
City:	VAN NUYS
State/Country:	CALIFORNIA
Postal Code:	91406
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9883777
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP
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Address Line 4:	GLENDALE, CALIFORNIA 91209
ATTORNEY DOCKET NUMBER:	79515/MAK/MAC
NAME OF SUBMITTER:	MARTI CARRILLO
SIGNATURE:	/Marti Carrillo/
DATE SIGNED:	03/26/2019
Total Attachments: 3	
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CONFIDENTIALITY AND INVENTION AGREEMENT

This CONFIDENTIALITY AND INVENTION AGREEMENT (the "Agreement") is entered into on the date appearing below, by and between BRUSKIN INTERNATIONAL ("BRUSKIN"), and THORNTON TOMASETTI, INC., ("Recipient"), with reference to the following facts and representations:

a. BRUSKIN has expended money and devoted time, labor and effort to the development, creation and acquisition of confidential information that is used by it in its business and is not generally known or available to the public. Such confidential information, which is proprietary to BRUSKIN, is comprised of trade secrets and other information of BRUSKIN relating to the design, manufacture and installation of shower and other bathroom surrounds, as well as to the patent and copyright rights of BRUSKIN. This confidential and proprietary information (herein referred to collectively as the "Confidential Information") gives BRUSKIN a valuable advantage over its actual and prospective competitors and may include, but is not limited to processes, practices, methods, books, financial statements, reports, drawings, specifications, notebooks, data, writings or other physical embodiments, whether patentable or not, made, developed, perfected, devised, conceived, or first reduced to practice by BRUSKIN and/or its employees, agents, consultants, affiliates, or assistants, either alone or jointly with others.

b. With the intent of establishing a business relationship with Recipient and of receiving engineering and design services from Recipient, BRUSKIN intends to reveal, and Recipient will acquire access to, some of the Confidential Information.

c. In furtherance of the foregoing, Recipient has agreed to protect the Confidential Information and prevent the unauthorized disclosure thereof, and has agreed that any inventions made relating to the Confidential Information shall be owned by BRUSKIN.

NOW, THEREFORE, the parties hereto agree as follows:

1.) Confidentiality. Recipient agrees to hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of BRUSKIN. In furtherance of the foregoing and without limitation thereof, Recipient will not, without BRUSKIN's prior written consent in each instance, publish, disclose or otherwise use at any time any of the Confidential Information of which Recipient becomes informed by BRUSKIN or by any third person, nor will Recipient permit the Confidential Information, or any portion thereof, to be utilized for the benefit of Recipient or to the detriment of BRUSKIN. This obligation shall not apply to information that Recipient can establish was in writing and in its possession prior to being received from BRUSKIN, to information already in the public domain, or that subsequently becomes public knowledge through disclosure by others than Recipient, and to information that Recipient independently receives from a third party not known by Recipient to have received the information in confidence from BRUSKIN.

2.) Access to Information. Recipient shall carefully restrict access to the Confidential Information to those of his employees who clearly need such access in order to participate on behalf of Recipient in the provision of work, within the scope of this Agreement. Recipient further represents that it will advise each of the persons to whom it provides access to the Confidential Information that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to utilize the Confidential Information for their benefit or to the detriment of BRUSKIN. In addition, Recipient will maintain adequate internal safeguards in order to prevent the unauthorized use or disclosure of the Confidential Information and will take all necessary steps to ensure that its employees comply with the terms of this Agreement.

3.) Respect for BRUSKIN's Business. Recipient acknowledges that the disclosure of the Confidential Information to Recipient does not constitute a license of the Confidential Information, or any portion thereof, or give Recipient any rights thereto. Recipient further acknowledges that BRUSKIN retains all ownership and other rights to the Confidential Information. Without limitation of the foregoing, Recipient will not at any time use any of the Confidential Information obtained by Recipient in any manner that may directly or indirectly have an adverse effect upon the business of BRUSKIN, nor will Recipient perform any acts that would tend to reduce the proprietary value of such Confidential Information to BRUSKIN.

4.) Inventions Made. All legal rights to any and all inventions, discoveries, improvements, designs, ideas or other work product (hereinafter "INVENTIONS") made, devised or conceived by you, alone or with others, related to your relationship with BRUSKIN and the Confidential Information, including without limitation all patent and copyright rights therein, belong entirely to BRUSKIN, and in accordance therewith you agree:

(i) You will promptly disclose to BRUSKIN all INVENTIONS made by you related to the aforementioned Confidential Information and furnish to BRUSKIN all information and documents relating to any such INVENTION that may be necessary to enable BRUSKIN to file and prosecute applications for Letters Patent on such INVENTION.

(ii) You shall, and do hereby, assign any and all of your right, title and interest in any such INVENTION, including without limitation both patents and copyrights, along with all international priority rights related thereto, throughout the world, to BRUSKIN, and you shall obligate your employees or agents who might contribute to such INVENTIONS to the terms of this paragraph II(e).

(iii) At the request of BRUSKIN and at no expense to you, you will make, execute, and deliver any and all papers and documents and perform any and all lawful acts that BRUSKIN deems necessary or advisable for the preparation, prosecution, issuance, procurement, and/or maintenance of patent applications and patents relating to the INVENTION, including but not limited to design patents, utility patents, and inventors certificates, as well as any divisions, continuations, extensions, renewals, or reissues thereof, of the United States or of any foreign country, or for the vesting and perfecting of title therein to BRUSKIN as assignee of the entire right, title and interest thereof.

5.) Return of Records and Other Things. Except for a record copy, upon request of BRUSKIN, Recipient shall promptly surrender to BRUSKIN any and all correspondence, drawings, blueprints, manuals, letters, notes, notebooks, reports, flow charts, programs, proposals, or any other thing or document concerning the Confidential Information in Recipient's possession. Furthermore, Recipient agrees that no unauthorized prints or other reproductions shall be made of documents or other record-bearing media disclosed to Recipient, nor shall information be copied therefrom.

6.) Remedies. Recipient acknowledges and agrees that the breach of any provision of this Agreement may cause irreparable injury and damage to BRUSKIN, the amount of which may be difficult to ascertain. Consequently, Recipient agrees that because remedies at law may be inadequate to protect BRUSKIN against breach of this Agreement, BRUSKIN shall be entitled, in addition to all other remedies available to it, to seek an injunction, including ex parte temporary relief, restraining Recipient from disclosing or using in any manner whatsoever any of the Confidential Information.

7.) Validity. Should any provision of the Agreement be in excess of that which is valid and enforceable under applicable law, then such provision shall be construed to cover only that duration, extent,

or activity that may validly and enforceable be covered. Recipient acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement be given the construction that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

8.) Attorney's Fees. If any legal or equitable action or other proceeding is brought for the enforcement of this Agreement, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which said party or parties may be entitled.

9.) Applicable Law. This Agreement shall be governed and construed under the laws of the State of California, and any suit for enforcement of same shall be brought in the applicable courts within the State of California and the County of Los Angeles.

10.) Duration. This Agreement, unless earlier terminated by agreement of the parties, shall remain in force for three (3) years following execution hereof, and the confidentiality obligations of Paragraph 1 shall remain in effect for an additional period of two (2) years after expiration or any earlier termination.

11.) Successors and Assigns. This Agreement and Recipient's obligations hereunder shall be binding upon the representatives, successors and assigns of Recipient and shall inure to the benefit of the successors and assigns of BRUSKIN.

12.) Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

RECIPIENT, Thornton Tomasetti Inc.

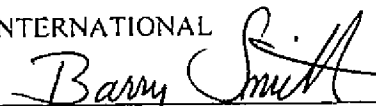
Signature: 

Date: Nov. 24, 2014.

Printed name: MARK E. DANNEFFEL

Title: PRINCIPAL

BRUSKIN INTERNATIONAL

Signature:  CEO

Date: Dec. 2, 2014

Printed name: BARRY SMITH

Title: CEO