

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5664588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JAIME IRAMATEGUI	01/03/2008
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SPECIALTY EQUIPMENT FABRICATION COMPANY	
<b>Street Address:</b>	1221 ADKINS ROAD	
<b>City:</b>	HOUSTON	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	77055	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16190647
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(832)217-2993	
<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>	713-528-3100	
<b>Email:</b>	randy@smithiplaw.net	
<b>Correspondent Name:</b>	E RANDALL SMITH, PC	
<b>Address Line 1:</b>	2777 ALLEN PARKWAY, SUITE 1000	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77019-2141	
<b>ATTORNEY DOCKET NUMBER:</b>	2304.029	
<b>NAME OF SUBMITTER:</b>	E RANDALL SMITH	
<b>SIGNATURE:</b>	/ers/	
<b>DATE SIGNED:</b>	08/12/2019	
<b>Total Attachments: 2</b>		
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# CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement is entered into by and between Specialty Equipment Fabrication Co. ("Specialty Equipment"), and Jaime Tomatogul, an Employee or Contractor of Specialty Equipment ("Employee/Contractor").

1. The Employee/Contractor, as part of the Employee/Contractor's normal and customary job assignments, will have access to documents, records, files, information and other data that has been designated as confidential or proprietary by Specialty Equipment or its clients, but which is not generally known to the public. Such confidential or proprietary information includes, without limitation, (a) construction practices, (b) contracts, including without limitation, the fact of and terms of certain commercial relationships, (c) production information, (d) pricing information, (e) opportunities based upon or derived from the confidential or proprietary information, records, files, documents, plans and other data, (f) cash flow projections, potential acquisition evaluations, capital budgets and other financial information, (g) the terms and evaluation of transactions in negotiation, (h) information and data subject to an agreed-to confidentiality agreement or order, (i) information, ideas, or materials of a technical nature utilized by Specialty Equipment in developing its prospects, (j) information, ideas or materials of a business nature, such as non-public financial information related to profits, costs, marketing, strategy and the like, and (k) any and all combinations, copies, mutations, permutations, permeation, formulation, derivations or applications of confidential or proprietary information, records, files, documents, blueprints, plans, maps and other data.
2. The Employee/Contractor would not otherwise have been provided access to this confidential or proprietary information and other data, except for the employment or contractor relationship and this confidentiality and nondisclosure agreement.
3. The Employee/Contractor agrees to protect the confidential and secret character of the confidential or proprietary information and other data, and further agrees to strictly honor the prohibitions stated in ¶2. The Employee/Contractor (a) agrees not to directly or indirectly, wholly and partially use, disclose or disseminate any confidential or proprietary information, records, files, documents, or other data (or any combination, copy, mutation, permutation, permeation, formulation, derivation or application thereof) without Specialty Equipment's written approval of an officer of Specialty Equipment, (b) agrees not to directly or indirectly, wholly or partially solicit or communicate with any individual, corporation, partnership or other organization or entity concerning any interest in any interest embraced by the confidential or proprietary information, records, files, documents and other data without Equipment's written approval by an officer of Specialty Equipment, (c) agrees not to directly or indirectly, wholly or partially acquire any interest in any entity in which confidential or proprietary information, records, files, documents, and/or other data are disclosed, without the written approval of an officer of Specialty Equipment, and (d) agrees, upon written demand, to immediately return any and all confidential or proprietary information, records, files, documents, maps and/or other data (or any combinations, copies, mutations, permutations, permeation, formulation, derivations or applications thereof).
4. The Employee/Contractor agrees that any patent, invention, trade secret, methodology, device, formula, process, datum, program, prospect, or any confidential information or proprietary information, documents, and other data received by, provided to, developed, acquired, generated, formulated, conceived or devised during employment or thereafter wholly or partially based upon or derived from any confidential or proprietary information, documents, or other data are the property of Specialty Equipment and, in consideration of good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Employee/Contractor assigns any right, title or interest in any such patent, invention, trade secret, methodology, device, formula, process, datum, program, prospect, or any confidential or proprietary information, records, files, documents, maps and other data to Specialty Equipment.
5. This Agreement shall have a term contemporaneous with the period of at-will employment or the contractor agreement between the parties and for five (5) years thereafter. No term in this Agreement shall be construed to change the term of the Employee/Contractor's status with Specialty Equipment. The obligations hereunder survive any change in job position or responsibilities, including the Employee/Contractor's separation from the company regardless of the reason for that separation.

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6. The Employee/Contractor's obligations hereunder embrace and cover the Employee/Contractor acting individually or as a consultant, principal, agent, shareholder, partner, affiliate, representative, Employee/Contractor or contractor of any other person, corporation, partnership or entity.

7. The Employee/Contractor acknowledges that Specialty Equipment may have access to certain of the confidential or proprietary information, documents, or other data under the terms of agreements with third-parties. The Employee/Contractor shall read the terms of all such third-party agreements and shall fully comply with such terms, including any nondisclosure or confidentiality agreements contained therein, and shall treat such confidential or proprietary information of third-parties provided to him or her by virtue of the Employee/Contractor's employment or contract with Specialty Equipment with the same respect and nondisclosure obligations owed to Specialty Equipment.

8. The agreements and covenants contained in this Agreement exist independently and cumulatively of any duties or obligations arising by agreement, at law, equity, statute or otherwise.

9. This Agreement shall be construed under the laws of the State of Texas, without consideration of conflict of laws, and shall be exclusively enforced by the District Courts of Harris County, Texas.

10. The terms of this Agreement shall be construed to the maximum extent permitted by law, equity and statute. The parties agree that Specialty Equipment shall have all rights at law, in equity and under statute to enforce the terms of this Agreement. Without limiting any remedies, the parties further agree that a temporary restraining or injunctive relief shall be granted to prevent any breach of, or threatened breach of, the terms of this Agreement, because such relief is the most efficient, effective and practical remedy to protect the confidential documents, data, maps or information. Without further limiting any remedies, the parties also agree that a Court of competent jurisdiction may reform any term of this Agreement as is necessary or required.

SIGNED AND EFFECTIVE THIS 3 DAY OF January, 2008.

SPECIALTY EQUIPMENT FABRICATION CO.

Francis Kryst  
By and For the Company

Francis Kryst / Operations Manager  
Print Company Representative Name

Employer Address:  
1221 Adkins Houston, Tx 77055

SPECIALTY EQUIPMENT FABRICATION CO.  
Attn: Michael J Seiver

EMPLOYEE/CONTRACTOR

Jaime Iramategui  
Employee/Contractor Signature

Jaime Iramategui  
Print Employee/Contractor Name

Employee/Contractor Address:

3702 Katy Hollow Dr.  
Katy, TX 77449