

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5975432

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IGOR PAVLOVSKY	03/06/2000
RECEIVING PARTY DATA		
Name:	FIELD EMISSION PICTURE ELEMENT TECHNOLOGY, INC.	
Street Address:	3006 LONGHORN BLVD	
Internal Address:	SUITE 107	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78758	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	16277820
	Application Number:	62631756
CORRESPONDENCE DATA		
Fax Number:	(212)202-5199	
<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:	631-259-9099	
Email:	tony@smb.law	
Correspondent Name:	ANTHONY R BARKUME	
Address Line 1:	P.O. BOX 627	
Address Line 4:	PORT JEFFERSON, NEW YORK 11777	
ATTORNEY DOCKET NUMBER:	44774.010701US	
NAME OF SUBMITTER:	ANTHONY R BARKUME	
SIGNATURE:	/arbarkume/	
DATE SIGNED:	02/21/2020	
Total Attachments: 7		
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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into this 6th day of March, 2000, between **FIELD EMISSION PICTURE ELEMENT TECHNOLOGY, INC.**, a Texas corporation having its principal place of business Suite 107, 3006 Longhorn Boulevard, Austin, Texas 78758 (hereinafter referred to as "FEPET" or the "Company") and **IGOR PAVLOVSKY** (SSAN 635-70-4588), an individual residing at 12425 Mellow Meadow Dr., Apt. A-202, Austin, 78750 (hereinafter referred to as "Employee").

Background

This Background is included to assist in interpreting this agreement and to understand the basis upon which certain terms and conditions have been included in this contract. It is not intended, nor should it be construed, to supersede or amend the specifically, recited terms and conditions of this Agreement.

FEPET has employed Employee to work on various projects and assignments of the Company. As a necessary part of Employee's employment, Employee will be given access to certain Proprietary Information of the Company. The Parties intend by this Agreement to set forth in writing the duties and obligations of Employee with respect to the handling of the Company's Proprietary Information.

NOW, THEREFORE, in consideration of the granting Employee access to certain Proprietary Information of the Company and other obligations and covenants created herein, the Parties mutually agree as follows:

1. DEFINITIONS.

- a. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information owned by or concerning FEPET, that does not constitute a Trade Secret, but which FEPET is desirous of not disclosing or making available to the public. Examples of confidential information would include financial, accounting, customer, and personnel information, or information which would prove embarrassing to FEPET, or information, which if disclosed, would cause FEPET to lose a competitive advantage.

- b. **DISCLOSING PARTY.** The term "Disclosing Party" shall refer to FEPET when it has made a disclosure of its Proprietary Information to Employee.

PARTY. The term "Party" shall refer to either FEPET or Employee. The term "Parties" shall refer to both FEPET and Employee.

PROJECT. The term "Project" shall mean any and all assignments being worked on by Employee for FEPET which requires that Employee have access to or possess Proprietary Information.

- d. **PROPRIETARY INFORMATION.** The term "Proprietary Information" means FEPET's Trade Secrets and Confidential Information.
- e. **TRADE SECRETS.** The term "Trade Secrets" means devices, secret inventions, processes, and compilations of information, records, and specifications that are owned by FEPET and that are regularly used in the operation of FEPET's business and are not available to the public nor are public information.

2. **NON-DISCLOSURE AND RESTRICTIONS ON USE OF PROPRIETARY INFORMATION.**

- a. Employee agrees to receive and hold all Proprietary Information in strict confidence and to disclose same only to other FEPET employees having a need to know the information in furtherance of the Project. Employee may also disclose Proprietary Information to FEPET's authorized contractors (whether one or more), when such contractors (i) are directly assigned to the Project; (ii) have a bona fide need to know and use such Proprietary Information; and (iii) have executed an agreement with FEPET which encompass the essential terms of this Agreement. Employee will exercise no less care to safeguard Proprietary Information of the Disclosing Party than Employee exercises in safeguarding its own Trade Secrets or Confidential Information, but in no instance shall its duty of care be less than that reasonably required to prevent unauthorized disclosure of the Proprietary Information.
- b. Employee agrees that he or she will not disclose, duplicate, or use Proprietary Information of the Disclosing Party, in whole or in part, for any purposes other than those expressly permitted herein. Employee agrees that he or she will not disclose such Proprietary Information to any third party, commercially exploit the information in any manner whatsoever, or use the information for his or her benefit or for the benefit of any third party without the express written consent of the Disclosing Party. Employee shall not perform nor permit others to perform decompilation, reverse engineering or disassembly of any items of software or hardware which are Proprietary Information without the express written consent of the Disclosing Party. Violation of the terms of this Agreement shall be cause for immediate termination of employment and appropriate injunctive relief to stop such unauthorized disclosure, in addition to any other available legal or equitable remedy.
- c. The Parties understand and mutually represent one to the other that notwithstanding that certain information is generally known to the public, FEPET may still be desirous of keeping confidential the fact that it uses such information. Therefore, notwithstanding anything to the contrary, Employee shall at all times maintain the confidentiality of Proprietary Information in

accordance with the terms of this Agreement. However, if Employee makes a disclosure of such information to a third party, or Employee uses or exploits the information for his or her own benefit or for the benefit of any third party, it shall be a defense to liability hereunder if, at the time of the disclosure or use, no reference was made, whatsoever concerning the Disclosing Party's use of the information, and the information:

- i. was known to Employee prior to receipt from the Disclosing Party; or
 - ii. was general public knowledge, or became so, without breach of Employee's obligations hereunder; or
 - iii. was independently developed by Employee without resort to Proprietary Information provided by the Disclosing Party; or
 - iv. was information as to which Employee has received express written consent from an authorized officer of the Disclosing Party to disclose or use.
- d. Furthermore, Employee shall be relieved from any liability for the disclosure of Proprietary Information hereunder if he or she is required to disclose Proprietary Information by applicable law, statute, regulation, subpoena, or court order. In such an event, Employee shall immediately notify the Disclosing Party of the requirement to disclose the information and all facts and particulars giving rise to the required disclosure, and shall, to the extent reasonably and lawfully practicable, refrain from making a disclosure of such Proprietary Information until the Disclosing Party has had a reasonable opportunity to intervene in such action or take such lawful action as the Disclosing Party deems necessary to prevent or protect the disclosure of such information.

3. IDENTIFICATION OF PROPRIETARY INFORMATION.

- a. The Disclosing Party, when making a disclosure of its Proprietary Information, shall, in good faith, notify Employee that the disclosed information constitutes Proprietary Information and, when feasible, all disclosed Proprietary Information shall be disclosed in a written, graphic, or other permanent, tangible form conspicuously labeled as "Proprietary" or "Company Confidential," or, if disclosed orally, reduced to a written form and appropriately labeled as soon as is practicable after the disclosure. Notwithstanding the obligation to label Proprietary Information, the failure of the Disclosing Party to identify or label information as Proprietary Information shall not relieve Employee of its obligation under Section 2. of this Agreement if Employee knows, or has reason to believe, that the information is Proprietary Information. If Employee has reason to believe that information is Proprietary Information, Employee is under a duty to inquire of the Disclosing Party whether or not the information is Proprietary Information,

and if the information is Proprietary Information, Employee will thereafter label any written or documentary Proprietary Information as "Proprietary to [the Disclosing Party]."

- b. Except as recited above, information which is not Proprietary to the Disclosing Party shall not be so claimed or marked. The Parties shall endeavor, in good faith, to keep to an absolute minimum the amount of Proprietary Information disclosed hereunder.
- c. Employee further understands and agrees that notwithstanding that Employee personally, or in concert with others, develops certain data and/or information of a proprietary or valuable nature, if that information is developed within the course and scope of Employee's employment with FEPET and/or is developed using equipment, tools or other resources of FEPET, then the information or data is the Proprietary Information of FEPET and is a "work made for hire" and shall be handled by Employee in accordance with this Agreement. Furthermore, to the extent necessary to fully secure FEPET's ownership of the Proprietary Information, Employee agrees to execute such assignments or other documents as are reasonably required to fully vest title to such Proprietary Information in FEPET.

4. **NOTICES.** All information appropriately marked as Proprietary or Confidential and disclosed hereunder shall be mailed via certified mail or hand delivered and addressed to Employee as follows:

if to Employee, at the address first written above.

if to FEPET:

Field Emission Picture Element Technology, Inc.
Suite 107
3006 Longhorn Blvd.
Austin, TX 78759

Attention: Richard Fink

5. **PATENTS AND OTHER RIGHTS.**

- a. The furnishing of Proprietary Information hereunder by the Disclosing Party to Employee shall not constitute or be construed as a grant of any express or implied license or other right under any of the Disclosing Party's patents or other intellectual property rights, except as specifically set forth in this Agreement.
- b. Employee shall not, without the Disclosing Party's prior written consent, apply for any patent or design registration with respect to Proprietary Information furnished by the Disclosing Party or developed by Employee, or any invention or design contained therein or based thereon, or submit or apply to

the U.S. Patent and Copyright Office or any other national or international patent or copyright office for property right protection for any Proprietary Information furnished by the Disclosing Party.

- c. The disclosure of Proprietary Information is not intended to, and shall not, convey any right, title, or interest in and to the Proprietary Information to Employee.

6. TERM AND TERMINATION.

- a. This Agreement shall commence as of the day and year first written above and shall continue with respect to any disclosures of Proprietary Information made by the Disclosing Party to Employee so long as Employee remains an employee of FEPET. Upon expiration or termination of Employee's employment and/or this Agreement, Employee shall immediately cease any and all disclosures or uses of Proprietary Information acquired from the Disclosing Party (except to the extent relieved from restrictions pursuant to Paragraph 2.c.(i) through (v) above); and at the Disclosing Party's request, Employee shall promptly return all written, graphic, or other tangible forms of the Proprietary Information and all copies thereof made by Employee. If the Proprietary Information is disclosed in a writing which also contains information which is not Proprietary, and return of the entire document or writing would not be reasonable, then Employee may retain the writing after redacting it so as to remove the Proprietary Information. If the Proprietary Information is disclosed in an electronic medium (e.g. computer disk, computer tape, etc.), the Disclosing Party may require in writing, that Employee return the original of the electronic medium and require that all electronic copies and electronic records containing the Proprietary Information be deleted. The Disclosing Party may also require that Employee provide written certification attesting to the fact that all Proprietary Information of the Disclosing Party has been returned, redacted or deleted.
- b. The obligations of Employee respecting non-disclosure and use of Proprietary Information acquired from the Disclosing Party shall survive termination of Employee's employment and/or expiration or termination of this Agreement and shall continue for a period of three (3) years thereafter. After such time, Employee shall be relieved of all such obligations.

- 7. **GOVERNING LAW.** This Agreement shall be deemed to have been executed in, governed by and interpreted in accordance with the laws of the State of Texas.
- 8. **PUBLICATIONS.** Neither Party shall make news releases, public announcements, advertisements, or publicity whatsoever pertaining to this Agreement or the Project without prior written approval of the other.
- 9. **ASSIGNMENT.** Neither shall assign their respective rights or duties under this Agreement to a third party without the prior written consent of the other Party.

However, this Agreement inures to the benefit of FEPET, its parent corporation and any of its affiliated corporations, including but not limited to, Electronic Billboard Technology, Inc.

10. **MERGER.** This Agreement contains the entire understanding between the Parties relative to the protection of Proprietary Information and supersedes any prior and collateral communications, reports, and understandings, if any, between the Parties. No changes, modifications, alterations, or additions to any provision hereof shall be binding unless contained in writing signed by the Parties hereto. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any Proprietary Information and the duties of the Parties shall be determined exclusively by the terms and conditions of this Agreement.

Each Party acknowledges its acceptance of this Agreement by the signature below of its authorized officer on duplicate originals of the Agreement, one of which fully executed original is to be retained by each Party.

FIELD EMISSION PICTURE ELEMENT TECHNOLOGY, INC.
("FEPET")

By: Richard Fink 8/March/2000

Its: Director of Engineering

 6 March 2000
IGOR PAVLOVSKY
("Employee")



Field Emission Picture Element Technology, Inc.

A subsidiary of SI Diamond Technology, Inc.

3006 LONGHORN BLVD., SUITE 107 AUSTIN, TX 78758
PHONE 512-339-5020; FAX 512-339-5021

DOH 3/6/00

September 16, 1999

Mr. Igor Pavlovsky, PhD
Research Associate
Physics Department
Moscow State University
Moscow, Russia 1119899

Dear Mr. Pavlovsky,

We are pleased to extend an offer of employment to you to join Field Emission Picture Element Technology, Inc., as Senior Scientist, an exempt position, to be located at our facilities in Austin, Texas. Your initial salary will be \$4,166.67 per month, paid twice monthly. You will report to Dr. Dick Fink, Director of Engineering.

SI Diamond makes available to employees a comprehensive Health and Benefits package including medical, dental, prescription drugs, life coverage and a 401-K. If you have any questions about these plans, please contact the Director/Human Resources for clarification.

I will recommend that you be granted a stock option of SI Diamond Technology, Inc. stock in accordance with your position and contribution in the company. This option plan will be subject to approval by the Board of Directors and your successful procurement of an H-1 Visa.

By accepting this offer of employment, we understand that you agree not to bring with you any confidential or proprietary information, trade secrets, inventions or property of any previous employer, and that you will not violate any agreement you may have with your previous employers. Additionally, you will be required to sign a Non-Disclosure Agreement with SI Diamond that covers proprietary information and inventions.

We at SI Diamond are looking forward to having you as a member of our team and feel our association will be mutually rewarding.

Please understand that your start date is contingent upon your ability to obtain an H-1 Visa, securing your legal eligibility to work in the United States. You will coordinate your efforts with our attorney in procuring the appropriate documents, making certain all the necessary and required paperwork is complete and in order. SI Diamond will be responsible for all expenses incurred in this process.

In order to facilitate your integration in our company once you have H-1 Visa, I would like you to consult with us from Russia during the period of time from October 1, 1999 until the date that your H-1 Visa will be granted for not more than twenty (20) hours per month for a total of \$1000.00 per month.

This offer will be effective as long as it takes to obtain your H-1 Visa but not more than two weeks after receiving clearance with no communication from you. Offer will terminate on January 31, 2000.

In the meantime, please contact me so I may put the process in motion.

Very truly yours,

Zvi Yariv
President and COO

I. Pavlovsky

9/17/99

cc: Marc Eller, CEO
Doug Baker, CFO

PATENT

RECORDED: 02/21/2020

REEL: 051887 FRAME: 0056