

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7186869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOEL SLUTZKY	01/03/2008
KEVIN C. DALY	10/24/2005
TADEUSZ PETER MATUCHNIAK	07/19/2010
NICHOLAS J. DAUDERMAN	03/30/2010
RECEIVING PARTY DATA	
Name:	MAXXESS SYSTEMS, INC.
Street Address:	22661 OLD CANAL ROAD
City:	YORBA LINDA
State/Country:	CALIFORNIA
Postal Code:	92887
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9705841
CORRESPONDENCE DATA	
Fax Number:	
<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:	3108890740
Email:	PATENT@LAZARISIP.COM
Correspondent Name:	SPYROS J. LAZARIS
Address Line 1:	8311 WINSFORD AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90045
ATTORNEY DOCKET NUMBER:	00017-40021
NAME OF SUBMITTER:	SPYROS J. LAZARIS
SIGNATURE:	/SPYROS J. LAZARIS/
DATE SIGNED:	02/21/2022
Total Attachments: 16	
source=Daly NDA#page1.tif	
source=Daly NDA#page2.tif	
source=Daly NDA#page3.tif	

source=Daly NDA#page4.tif
source=Dauderman NDA#page1.tif
source=Dauderman NDA#page2.tif
source=Dauderman NDA#page3.tif
source=Dauderman NDA#page4.tif
source=Matuchniak NDA#page1.tif
source=Matuchniak NDA#page2.tif
source=Matuchniak NDA#page3.tif
source=Matuchniak NDA#page4.tif
source=Slutzky NDA#page1.tif
source=Slutzky NDA#page2.tif
source=Slutzky NDA#page3.tif
source=Slutzky NDA#page4.tif

MAXXESS SYSTEMS, INC.

NONDISCLOSURE AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by MAXXESS SYSTEMS, INC., a California corporation, or any subsidiary or affiliate (collectively, the "Company"), and the compensation paid to me by the Company from time to time, I represent and agree as follows.

1. Disclosure of Inventions.

I will fully disclose and will continue to disclose to the Company all Inventions (meaning discoveries, concepts, ideas, writings, drawings, inventions, and designs, whether or not patentable or copyrightable, including, but not limited to, processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto) concerning any present or prospective activities of the Company, made or conceived by me, in whole or in part, at this time or during my employment with the Company.

2. Ownership of Inventions.

Any and all such Inventions as well as all files, input materials and output materials, the media upon which such Inventions are located (including cards, tapes, discs and other storage facilities), and all software programs or packages (together with any related documentation, source code or codes, object codes, upgrades, revisions, modifications, and any related materials) which are utilized or developed by me during my employment shall be the absolute property of the Company or its designees and, at the request of the Company and at its expense, but without additional compensation, I will make application in due form for United States letters patent and foreign letters patent or copyrights on such Inventions, and will assign to the Company all my right, title and interest in such Inventions, and will execute any and all instruments and do any and all acts necessary or desirable in connection with any such application for letters patent or copyrights, or in order to establish and perfect in the Company the entire right, title, and interest in such Inventions, patent applications, patents, or copyrights, and also execute any instrument necessary or desirable in connection with any continuations, renewals, or reissues thereof or in the conduct of any related proceedings or litigation.

3. Confidentiality.

I shall not at any time, either during or after my employment with the Company, use or disclose, or authorize anyone else to use or disclose, any Invention or any other secret or confidential matter relating to any aspect of the business of the Company without the written consent of the Company, except as may be necessary in the normal course of performing my duties for the Company. In the event my employment with the Company terminates for any reason, I will promptly deliver to the Company all copies of all materials of any nature belonging to the Company, and I will not take with me any such materials or reproductions thereof or any proprietary information of the Company in tangible form.

4. Noncompetition.

During my employment with the Company and for a period of six (6) months after my employment is terminated by the Company or by me for any reason, with or without cause:

(a) I will not, in the United States or in any foreign country in which the Company is then marketing its products or services, directly or indirectly, engage in or own or control an interest in (except as a passive investor in publicly held companies and except for investments held at the date hereof) or act as an officer, director, or employee of, or consultant or adviser to, any firm, corporation or institution directly or indirectly in competition with or engaged in a business substantially similar to that of the Company, including the manufacture and sale of products or the provision of services which the Company was engaged in developing at the time my employment terminates; and

(b) I will not recruit or hire any employee of the Company, or otherwise induce such employee to leave the employment of the Company, to become an employee of or otherwise be associated with me or any the Company or business with which I am or may become associated.

5. Absence of Conflict.

a. To the best of my knowledge, I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence prior to my employment by the Company, I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

b. To the best of my knowledge, I represent that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I have obtained express written authorization from the former employer for their possession and use. I represent that I have delivered to the Company a true and correct copy of any employment, proprietary information, confidentiality, or noncompetition agreement to which I am or was a party with any of my former employers, which remains or may remain in effect as of the date hereof. I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I may have to former employers, and I agree that I shall fulfill all such obligations during my employment with the Company.

6. Miscellaneous.

a. If any provision of the Agreement shall be determined to be invalid or otherwise unenforceable by any court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby and the provision found invalid or otherwise unenforceable may be appropriately amended by the court so as to be valid and enforceable.

b. This Agreement constitutes the entire Agreement and understanding between The Company and me concerning the subject matter hereof. No modification, amendment, termination, or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

c. I acknowledge that money damages alone will not adequately compensate the Company for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof. I expressly agree that the Company shall not be required to post any bond or other security as a condition to obtaining any injunctive relief pursuant to this paragraph(c) and I expressly waive any rights to the contrary.

d. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company or the amount of my salary or wages. For purposes of this Agreement, the period of my employment shall include any time during which I was retained as a consultant by the Company. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reason for such termination and shall not in any way be modified, altered, or otherwise affected by such termination.

e. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its successors and assigns.

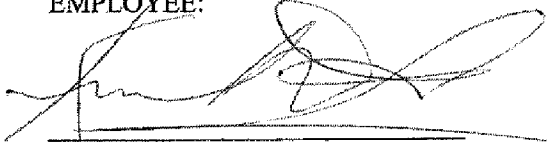
I ACKNOWLEDGE THAT BEFORE SIGNING BELOW, I HAVE READ ALL OF THE PROVISIONS OF THIS NONDISCLOSURE AND INVENTIONS AGREEMENT, AND HAVE RECEIVED A COPY THEREOF.

This Agreement shall be governed by the laws of the State of California.

DATED: Oct 24, 2005.

ACCEPTED AND AGREED BY:

EMPLOYEE:



A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

MAXXESS SYSTEMS, INC.
a California corporation

By:

Its:



A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

CHAIRMAN

MAXXESS SYSTEMS, INC.

NONDISCLOSURE AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by MAXXESS SYSTEMS, INC., a California corporation, or any subsidiary or affiliate (collectively, the "Company"), and the compensation paid to me by the Company from time to time, I represent and agree as follows.

1. Disclosure of Inventions.

I will fully disclose and will continue to disclose to the Company all Inventions (meaning discoveries, concepts, ideas, writings, drawings, inventions, and designs, whether or not patentable or copyrightable, including, but not limited to, processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto) concerning any present or prospective activities of the Company, made or conceived by me, in whole or in part, at this time or during my employment with the Company.

2. Ownership of Inventions.

Any and all such Inventions as well as all files, input materials and output materials, the media upon which such Inventions are located (including cards, tapes, discs and other storage facilities), and all software programs or packages (together with any related documentation, source code or codes, object codes, upgrades, revisions, modifications, and any related materials) which are utilized or developed by me during my employment shall be the absolute property of the Company or its designees and, at the request of the Company and at its expense, but without additional compensation, I will make application in due form for United States letters patent and foreign letters patent or copyrights on such Inventions, and will assign to the Company all my right, title and interest in such Inventions, and will execute any and all instruments and do any and all acts necessary or desirable in connection with any such application for letters patent or copyrights, or in order to establish and perfect in the Company the entire right, title, and interest in such Inventions, patent applications, patents, or copyrights, and also execute any instrument necessary or desirable in connection with any continuations, renewals, or reissues thereof or in the conduct of any related proceedings or litigation.

3. Confidentiality.

I shall not at any time, either during or after my employment with the Company, use or disclose, or authorize anyone else to use or disclose, any Invention or any other secret or confidential matter relating to any aspect of the business of the Company without the written consent of the Company, except as may be necessary in the normal course of performing my duties for the Company. In the event my employment with the Company terminates for any reason, I will promptly deliver to the Company all copies of all materials of any nature belonging to the Company, and I will not take with me any such materials or reproductions thereof or any proprietary information of the Company in tangible form.

4. Noncompetition.

During my employment with the Company and for a period of six (6) months after my employment is terminated by the Company or by me for any reason, with or without cause:

(a) I will not, in the United States or in any foreign country in which the Company is then marketing its products or services, directly or indirectly, engage in or own or control an interest in (except as a passive investor in publicly held companies and except for investments held at the date hereof) or act as an officer, director, or employee of, or consultant or adviser to, any firm, corporation or institution directly or indirectly in competition with or engaged in a business substantially similar to that of the Company, including the manufacture and sale of products or the provision of services which the Company was engaged in developing at the time my employment terminates; and

(b) I will not recruit or hire any employee of the Company, or otherwise induce such employee to leave the employment of the Company, to become an employee of or otherwise be associated with me or any the Company or business with which I am or may become associated.

5. Absence of Conflict.

a. To the best of my knowledge, I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence prior to my employment by the Company, I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

b. To the best of my knowledge, I represent that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I have obtained express written authorization from the former employer for their possession and use. I represent that I have delivered to the Company a true and correct copy of any employment, proprietary information, confidentiality, or noncompetition agreement to which I am or was a party with any of my former employers, which remains or may remain in effect as of the date hereof. I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I may have to former employers, and I agree that I shall fulfill all such obligations during my employment with the Company.

6. Miscellaneous.

a. If any provision of the Agreement shall be determined to be invalid or otherwise unenforceable by any court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby and the provision found invalid or otherwise unenforceable may be appropriately amended by the court so as to be valid and enforceable.

b. This Agreement constitutes the entire Agreement and understanding between The Company and me concerning the subject matter hereof. No modification, amendment, termination, or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

c. I acknowledge that money damages alone will not adequately compensate the Company for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof. I expressly agree that the Company shall not be required to post any bond or other security as a condition to obtaining any injunctive relief pursuant to this paragraph(c) and I expressly waive any rights to the contrary.

d. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company or the amount of my salary or wages. For purposes of this Agreement, the period of my employment shall include any time during which I was retained as a consultant by the Company. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reason for such termination and shall not in any way be modified, altered, or otherwise affected by such termination.

e. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its successors and assigns.

I ACKNOWLEDGE THAT BEFORE SIGNING BELOW, I HAVE READ ALL OF THE PROVISIONS OF THIS NONDISCLOSURE AND INVENTIONS AGREEMENT, AND HAVE RECEIVED A COPY THEREOF.

This Agreement shall be governed by the laws of the State of California.

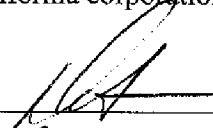
DATED: March 30, 2010.

ACCEPTED AND AGREED BY:

EMPLOYEE:



MAXXESS SYSTEMS, INC.
a California corporation

By: 
Its: _____

MAXXESS SYSTEMS, INC.

NONDISCLOSURE AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by MAXXESS SYSTEMS, INC., a California corporation, or any subsidiary or affiliate (collectively, the "Company"), and the compensation paid to me by the Company from time to time, I represent and agree as follows.

1. Disclosure of Inventions.

I will fully disclose and will continue to disclose to the Company all Inventions (meaning discoveries, concepts, ideas, writings, drawings, inventions, and designs, whether or not patentable or copyrightable, including, but not limited to, processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto) concerning any present or prospective activities of the Company, made or conceived by me, in whole or in part, at this time or during my employment with the Company.

2. Ownership of Inventions.

Any and all such Inventions as well as all files, input materials and output materials, the media upon which such Inventions are located (including cards, tapes, discs and other storage facilities), and all software programs or packages (together with any related documentation, source code or codes, object codes, upgrades, revisions, modifications, and any related materials) which are utilized or developed by me during my employment shall be the absolute property of the Company or its designees and, at the request of the Company and at its expense, but without additional compensation, I will make application in due form for United States letters patent and foreign letters patent or copyrights on such Inventions, and will assign to the Company all my right, title and interest in such Inventions, and will execute any and all instruments and do any and all acts necessary or desirable in connection with any such application for letters patent or copyrights, or in order to establish and perfect in the Company the entire right, title, and interest in such Inventions, patent applications, patents, or copyrights, and also execute any instrument necessary or desirable in connection with any continuations, renewals, or reissues thereof or in the conduct of any related proceedings or litigation.

3. Confidentiality.

I shall not at any time, either during or after my employment with the Company, use or disclose, or authorize anyone else to use or disclose, any Invention or any other secret or confidential matter relating to any aspect of the business of the Company without the written consent of the Company, except as may be necessary in the normal course of performing my duties for the Company. In the event my employment with the Company terminates for any reason, I will promptly deliver to the Company all copies of all materials of any nature belonging to the Company, and I will not take with me any such materials or reproductions thereof or any proprietary information of the Company in tangible form.

4. Noncompetition.

During my employment with the Company and for a period of six (6) months after my employment is terminated by the Company or by me for any reason, with or without cause:

(a) I will not, in the United States or in any foreign country in which the Company is then marketing its products or services, directly or indirectly, engage in or own or control an interest in (except as a passive investor in publicly held companies and except for investments held at the date hereof) or act as an officer, director, or employee of, or consultant or adviser to, any firm, corporation or institution directly or indirectly in competition with or engaged in a business substantially similar to that of the Company, including the manufacture and sale of products or the provision of services which the Company was engaged in developing at the time my employment terminates; and

(b) I will not recruit or hire any employee of the Company, or otherwise induce such employee to leave the employment of the Company, to become an employee of or otherwise be associated with me or any the Company or business with which I am or may become associated.

5. Absence of Conflict.

a. To the best of my knowledge, I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence prior to my employment by the Company, I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

b. To the best of my knowledge, I represent that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I have obtained express written authorization from the former employer for their possession and use. I represent that I have delivered to the Company a true and correct copy of any employment, proprietary information, confidentiality, or noncompetition agreement to which I am or was a party with any of my former employers, which remains or may remain in effect as of the date hereof. I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I may have to former employers, and I agree that I shall fulfill all such obligations during my employment with the Company.

6. Miscellaneous.

a. If any provision of the Agreement shall be determined to be invalid or otherwise unenforceable by any court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby and the provision found invalid or otherwise unenforceable may be appropriately amended by the court so as to be valid and enforceable.

b. This Agreement constitutes the entire Agreement and understanding between The Company and me concerning the subject matter hereof. No modification, amendment, termination, or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

c. I acknowledge that money damages alone will not adequately compensate the Company for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof. I expressly agree that the Company shall not be required to post any bond or other security as a condition to obtaining any injunctive relief pursuant to this paragraph(c) and I expressly waive any rights to the contrary.

d. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company or the amount of my salary or wages. For purposes of this Agreement, the period of my employment shall include any time during which I was retained as a consultant by the Company. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reason for such termination and shall not in any way be modified, altered, or otherwise affected by such termination.

e. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its successors and assigns.

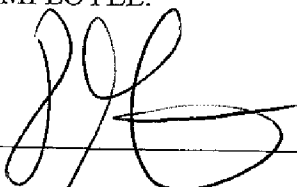
I ACKNOWLEDGE THAT BEFORE SIGNING BELOW, I HAVE READ ALL OF THE PROVISIONS OF THIS NONDISCLOSURE AND INVENTIONS AGREEMENT, AND HAVE RECEIVED A COPY THEREOF.

This Agreement shall be governed by the laws of the State of California.

DATED: 7/19, 2010.

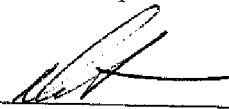
ACCEPTED AND AGREED BY:

EMPLOYEE:



T. PETER MATUCHNIAK

MAXXESS SYSTEMS, INC.
a California corporation

By: 

Its: _____

MAXXESS SYSTEMS, INC.

NONDISCLOSURE AND INVENTIONS AGREEMENT

In consideration of my role as Chairman and my investment in MAXXESS SYSTEMS, INC., a California corporation, or any subsidiary or affiliate (collectively, the "Company"), and the compensation paid to me by the Company from time to time, I represent and agree as follows.

1. Disclosure of Inventions.

I will fully disclose and will continue to disclose to the Company all Inventions (meaning discoveries, concepts, ideas, writings, drawings, inventions, and designs, whether or not patentable or copyrightable, including, but not limited to, processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto) concerning any present or prospective activities of the Company, made or conceived by me, in whole or in part, at this time or during my employment with the Company.

2. Ownership of Inventions.

Any and all such Inventions as well as all files, input materials and output materials, the media upon which such Inventions are located (including cards, tapes, discs and other storage facilities), and all software programs or packages (together with any related documentation, source code or codes, object codes, upgrades, revisions, modifications, and any related materials) which are utilized or developed by me during my employment shall be the absolute property of the Company or its designees and, at the request of the Company and at its expense, but without additional compensation, I will make application in due form for United States letters patent and foreign letters patent or copyrights on such Inventions, and will assign to the Company all my right, title and interest in such Inventions, and will execute any and all instruments and do any and all acts necessary or desirable in connection with any such application for letters patent or copyrights, or in order to establish and perfect in the Company the entire right, title, and interest in such Inventions, patent applications, patents, or copyrights, and also execute any instrument necessary or desirable in connection with any continuations, renewals, or reissues thereof or in the conduct of any related proceedings or litigation.

3. Confidentiality.

I shall not at any time, either during or after my employment with the Company, use or disclose, or authorize anyone else to use or disclose, any Invention or any other secret or confidential matter relating to any aspect of the business of the Company without the written consent of the Company, except as may be necessary in the normal course of performing my duties for the Company. In the event my employment with the Company terminates for any reason, I will promptly deliver to the Company all copies of all materials of any nature belonging to the Company, and I will not take with me any such materials or reproductions thereof or any proprietary information of the Company in tangible form.

4. Noncompetition.

During my employment with the Company and for a period of six (6) months after my employment is terminated by the Company or by me for any reason, with or without cause:

(a) I will not, in the United States or in any foreign country in which the Company is then marketing its products or services, directly or indirectly, engage in or own or control an interest in (except as a passive investor in publicly held companies and except for investments held at the date hereof) or act as an officer, director, or employee of, or consultant or adviser to, any firm, corporation or institution directly or indirectly in competition with or engaged in a business substantially similar to that of the Company, including the manufacture and sale of products or the provision of services which the Company was engaged in developing at the time my employment terminates; and

(b) I will not recruit or hire any employee of the Company, or otherwise induce such employee to leave the employment of the Company, to become an employee of or otherwise be associated with me or any the Company or business with which I am or may become associated.

5. Absence of Conflict.

a. To the best of my knowledge, I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence prior to my employment by the Company, I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

b. To the best of my knowledge, I represent that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I have obtained express written authorization from the former employer for their possession and use. I represent that I have delivered to the Company a true and correct copy of any employment, proprietary information, confidentiality, or noncompetition agreement to which I am or was a party with any of my former employers, which remains or may remain in effect as of the date hereof. I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I may have to former employers, and I agree that I shall fulfill all such obligations during my employment with the Company.

6. Miscellaneous.

a. If any provision of the Agreement shall be determined to be invalid or otherwise unenforceable by any court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby and the provision found invalid or otherwise unenforceable may be appropriately amended by the court so as to be valid and enforceable.

b. This Agreement constitutes the entire Agreement and understanding between The Company and me concerning the subject matter hereof. No modification, amendment, termination, or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

c. I acknowledge that money damages alone will not adequately compensate the Company for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof. I expressly agree that the Company shall not be required to post any bond or other security as a condition to obtaining any injunctive relief pursuant to this paragraph(c) and I expressly waive any rights to the contrary.

d. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company or the amount of my salary or wages. For purposes of this Agreement, the period of my employment shall include any time during which I was retained as a consultant by the Company. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reason for such termination and shall not in any way be modified, altered, or otherwise affected by such termination.

e. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its successors and assigns.

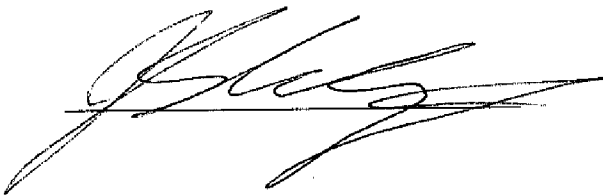
I ACKNOWLEDGE THAT BEFORE SIGNING BELOW, I HAVE READ ALL OF THE PROVISIONS OF THIS NONDISCLOSURE AND INVENTIONS AGREEMENT, AND HAVE RECEIVED A COPY THEREOF.

This Agreement shall be governed by the laws of the State of California.

DATED: 1/3, 2008.

ACCEPTED AND AGREED BY:

EMPLOYEE:



MAXXESS SYSTEMS, INC.
a California corporation

By: 
Its: _____