

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD K. ZHANG	03/31/2003
RECEIVING PARTY DATA	
Name:	K-RAIN MANUFACTURING CORP.
Street Address:	1640 AUSTRALIAN AVENUE
City:	RIVIERA BEACH
State/Country:	FLORIDA
Postal Code:	33404
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16243682
Patent Number:	9192956
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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ATTORNEY DOCKET NUMBER:	47587/181
NAME OF SUBMITTER:	KEITH J. BARKAUS
SIGNATURE:	/Keith J. Barkaus/
DATE SIGNED:	05/12/2022
Total Attachments: 5	
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TRADE SECRET PROTECTION AGREEMENT

THIS AGREEMENT is made by the undersigned, Richard K. Zhang, hereinafter referred to as "Employee," for the benefit of K-Rain Manufacturing Corporation, Inc., hereinafter referred to as "Employer."

RECITALS

WHEREAS, Employer operates a manufacturing and sales company with facilities located in various locations, including, without limitation, Palm Beach County, Florida; and

WHEREAS, Employee acknowledges that in the course of performing Employee's responsibilities, Employee will have access to confidential and proprietary information of Employer, including, without limitation, product designs, marketing information, research and development information, lists of Employer's customers, names of other employees of Employer, operational practices, procedures, methods and techniques as well as files, data, and other written records, which relate to Employer's business operations, all of which are proprietary, confidential and/or valuable trade secrets and information belonging to Employer; and

WHEREAS, Employer desires to protect and preserve its legitimate business interests, including its trade secrets, valuable confidential business and professional information, relationships and goodwill; and

WHEREAS, Employee acknowledges and recognizes the importance to Employer of protecting said proprietary, confidential and valuable trade secrets, information, relationships and goodwill of Employer.

NOW, THEREFORE, in consideration of the employment and/or continued employment of Employee in any capacity with Employer, as well as the salary or wages paid for Employee's services in the course of such employment, and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Employee, Employee voluntarily agrees and covenants with Employer as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated by reference herein as if restated in full.

2. Definitions.

a) "Competing Business" shall mean any person, partnership, venture, corporation or other organization or entity which is engaged in or conducts a business in competition with the business conducted by Employer, as such business now exists, or which is being planned, or as such business may exist at any time during the term of this agreement.

b) "Proprietary Information" and "Confidential Information" shall mean any information and/or data in any form, whether tangible or intangible: (i) that has been created, discovered, or developed by Employer, or otherwise become known to Employer, including,

P1

without limitation, information created, discovered, developed or made known by Employee arising out of Employee's employment with Employer; or (ii) in which property rights have been assigned or otherwise conveyed to Employer by another person or entity. By way of illustration, but not limitation, Confidential Information shall include the following data or information which is of value to Employer and not generally known to competing businesses or to the public: (A) information relating to Employer's marketing techniques, business plans (including plans for new products or services), published and unpublished financial statements, information, data and projections, budgets, cost information, supplier lists, customer lists, price lists, pricing information and training manuals, (B) information relating to the research, development, design, manufacture or production of Products, (C) information relating in any way to Intellectual Property, (D) information relating to mask works, data programs, and developments, and (E) any documents or information pertaining to, embodying, referring to or relating to negotiations or contracts between Employer and third parties (and the identity of such third parties), including without limitation those relating to joint ventures, mergers or acquisitions of Employer, debt or equity financing of Employer, the research, development, design, manufacture, production, license or distribution of products or the provision of Employer's services, or contractors, or prospective employees or independent contractors of Employer, and (F) discoveries, ideas, concepts, designs, drawings, specifications, techniques, models, diagrams, know how, research, development and documentation. "Confidential Information" also includes but is not limited to any "Trade Secret" as defined under the Florida Uniform Trade Secrets Act (the "Uniform Trade Secrets Act"), as information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Proprietary Information" shall mean all information which is or which relates to the property of Employer, irrespective of whether such information comprises Confidential Information or Intellectual Property.

c) "Intellectual Property" shall mean and include collectively, work(s) of authorship, invention(s), technology, derivative work(s), patent(s), elective modifications, and all rights in or to any trade secrets, trademarks, trade names, trade dress, service marks, and/or other intangible or industrial property.

d) "Software" shall mean computer software, in both complete source code and complete reproducible object code forms, owned or licensed by Employer, developed by, for or on behalf of Employer, or developed by Employee, together with all updates, revisions, modifications, corrections, improvements, enhancements and new versions thereof, and all documentation pertaining to any of the foregoing.

3. Nondisclosure. At all times during the term of employment and thereafter, Employee will hold in the strictest confidence and will not disclose, reproduce, use, lecture upon or publish Confidential Information or Proprietary Information, in whole or in part, in any manner, or provide a copy of any portion thereof, for any purpose, experimental, commercial or otherwise, to any person or entity, other than to Employer's, employees, officers and directors on a need to know basis, as such disclosure, use, reproduction or publication may be required to carry out Employee's work, duties or responsibilities to, or on behalf of, Employer, or unless an officer of Employer expressly authorizes such in writing. Should Employee be required in any civil or criminal legal proceeding or any regulatory proceeding or pursuant to any form of legal

process to disclose any part of the Confidential Information, Employee shall give Employer prompt written notice thereof so that Employer may seek an appropriate protective order. It is specifically understood and acknowledged by Employee that the provisions of this paragraph and this Agreement shall survive termination of Employee's employment with Employer and shall remain in full force and effect indefinitely, or for the longest period enforceable under applicable law.

4. Ownership of Property. Employee acknowledges and agrees that Employer, its affiliates, successors, assigns, and/or delegates shall solely, entirely, and exclusively own all rights, title, and interest in, to and under any and all Confidential Information, Proprietary Information, and Intellectual Property which Employee conceives, develops, makes and/or authors, either alone or jointly with others, during the entire course of Employee's employment, irrespective of whether they are conceived and developed during office hours, on Employer's premises or Employee is compensated by Employer, and, for a period of one year after termination of employment, property conceived, developed, made or authored within the scope of Employee's previous employment with Employer or related in any way to or based on any ongoing or anticipated business, work, research, projects, developments or investigations of Employer, or result from or are suggested by any work or task assigned to Employee or performed by Employee for or on behalf of Employer during Employee's employment. During the period of Employee's employment, and for a period of one year after termination of Employee's employment with Employer, Employee will promptly communicate to Employer fully and in writing, all works of authorship or Intellectual Property authored, conceived or reduced to practice by Employee, either alone or jointly with others, so that Employer can determine what rights, if any, it has in such works or authorship or Intellectual Property.

5. Excluded Prior and/or any non-related Conceptions, Inventions and/or Work(s) of Authorship. The prior conceptions, inventions, patented or unpatented, and works of authorship, registered or unregistered, if any, which Employee made prior to the commencement of Employee's employment with Employer and which are listed on Appendix A attached hereto are excluded from the scope of this Agreement. ~~And the~~ conceptions, inventions, patented or unpatented, and works of authorship, registered or unregistered, which are non-relative of the work, if any, which Employee made during the commencement of Employee's employment with Employer but on his own free time are excluded from the scope of this Agreement. R

6. Duty to Execute Documents and Assist in Applications. Employee shall promptly and fully assist Employer during and subsequent to Employee's employment for the preparation, filing, and/or prosecution of any and all applications to establish ownership rights of Employer, includes patent applications, and copyright registrations, and shall execute any and all documents reasonably required in connection with such applications. Employee further irrevocably designates and appoints Employer and its duly authorized officers and agents as Employee's agent and attorney in fact with regard to any such applications. Work required subsequent to Employee's employment will be reimbursed at a daily rate determined by their average daily wage rate earned during their last year of employment.

7. Covenant Not to Compete. For a period of one (1) years following termination of employment of Employee, whether by Employer or Employee, for any reason or for no reason, Employee agrees that Employee shall not directly or indirectly, either for Employer or any other party, divert or take away, call upon or solicit any of Employer's employees, customers or patrons, including, without limitation, those upon whom Employee catered or with whom

Employee became acquainted while employed by Employer. Furthermore, during the employment with Employer, and for a period of one (1) years immediately following termination of such employment, whether by termination by Employer with or without cause, wrongful discharge, or for any other reason whatsoever, including termination by Employee, Employee shall not directly or indirectly, as an individual or on Employee's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director, stockholder or otherwise enter into and engage in and accept employment from any Competing Business.

8. Legal and Equitable Remedies. Employee agrees that the restrictions contained in this Agreement are reasonable and necessary in order to protect legitimate business interests and goodwill of Employer. Employee further acknowledges and agrees that in the event of a breach by Employee of this Agreement, such a breach would result in immediate irreparable harm to Employer for which there would be no adequate remedy at law, and Employee further agrees that if legal proceedings, including arbitration proceedings, should be brought by Employer against Employee to enforce this Agreement, Employer shall be entitled to all available civil remedies, including, without limitation, preliminary and permanent injunctive relief without proof of actual damages and without the posting of a bond or similar security, attorneys fees in the full amount incurred by Employer in the trial and appellate and costs and expenses of investigation, litigation and arbitration, including expert witness fees, deposition costs, injunction bond premiums, travel and lodging expenses, arbitration fees and charges, and all other reasonable costs and expenses.

9. Severability. If any provision or portion of any provision of this Agreement is declared void or unenforceable or against public policy, such provision or portion thereof shall be deemed stricken from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that any provision(s) of this Agreement or any portion thereof shall be held to be in any way an unreasonable restriction, the court so holding may reduce the geographical area and/or period of time in which such provision operates, or otherwise modify or eliminate any such restriction to the narrowest extent necessary to render such provision enforceable.

10. Successors and Assigns. This Agreement shall be binding upon Employee's heirs, executors, administrators and other legal representatives. This Agreement is for the benefit of the Employer, its affiliates, successors, and its assigns. This Agreement is freely assignable by Employer without consent of Employee.

11. Employment. Employee agrees and understands that nothing in this Agreement shall confer any right with respect to continuation of employment by Employer, nor shall it interfere in any way with Employee's right or Employer's right to terminate Employee's employment at any time, with or without cause.

12. Law Applied and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and any applicable federal statutory or common law. The parties agree that and consent to venue for any matter concerning this agreement shall be in the State or Federal court located in Palm Beach County, Florida.

13. Entire Agreement. This Agreement supersedes all prior agreements and understandings between Employer and Employee with regard to the subject matter. This Agreement shall not be modified or changed by any oral promises by whomsoever made; nor shall any written modification of it be binding on Employer until, such written modification shall

have been approved in writing by an authorized officer of Employer. Notwithstanding the foregoing, positions and duties of Employee may be changed or modified by Employer from time to time without detriment to the other covenants and conditions of this Agreement, which shall continue unchanged and in full force and effect. Any waiver by Employer of any condition or covenant of this Agreement shall not be construed to affect the remaining terms and conditions, nor shall such waiver, if any, be construed as permanent or binding in the future.

14. Notice. Any notices required to or permitted to be given under this Agreement shall be sufficient if in writing and if send by certified or registered mail to the residence of Employee, or the principal office of Employer, as the case may be.

15. Understand Agreement. Employee represents and warrants that Employee has read and understood each and every provision of this Agreement and Employee has freely and voluntarily entered into this Agreement.

Signed at the below date at Riviera Beach, Florida:



Employee Signature: _____

Employee Name: Richard K. Zhang

Date: 3/31/03


Address: 13 Beckley Place

Boynton Beach, Fl 33426

Phone Number: 561-966-0897

Accepted By:

K-Rain Manufacturing Corp.

By:  _____

Title: PRESIDENT

Date: 3/03

P 5