EMPLOYEE INVENTION AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of the undersigned being employed by_(Company); the undersigned hereby agrees, acknowledges and represents:

1. The undersigned, during the course of employment, shall promptly disclose in writing to the company all inventions, discoveries, improvements, developments and innovations whether patentable or not, conceived in whole or in part by the undersigned or through assistance of the undersigned, and whether conceived or developed during working hours or not, which:

- a) Result from any work performed on behalf of Company, or pursuant to a suggested research project by the Company, or
- b) Relate in any manner to the existing or contemplated business of the Company, or
- c) Result from the use of the Company's time, material, employees or facilities.

2. The undersigned hereby assigns to the Company, its successors and assigns, all right, title and interest to said inventions.

3. The undersigned shall, at the Company's request, execute specific assignments to any such invention and execute, acknowledge, and deliver any additional documents required to obtain letters patent in any jurisdiction and shall, at the Company's request and expense, assist in the defense and prosecution of said letters patent as may be required by Company. This provision shall survive termination of employ with the Company.

Signed under seal this _ day of _, 20_.