

ASSIGNMENT

WHEREAS, I, _____, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

TITLE

and identified by

Attorney Docket No. _____, and/or executed by me on even date herewith and about to be filed in the United States Patent Office;

Application No. _____ filed in the United States Patent Office on _____; and

WHEREAS, _____ (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State/Commonwealth of _____ having a usual place of business at _____, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand-and affixed my seal on the date set forth below.

Inventor: _____
Inventor Name

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT, dated as of _____, (the “Agreement”) is entered into by and between _____, (“Employee”), and Acme, Inc., a New Hampshire corporation (“Employer”), in connection with the employment of Employee by Employer.

In consideration of Employee’s employment or continued employment by Acme, and receipt of the compensation now or hereafter paid to Employee by Acme, Employee and Acme hereby agree as follows:

Section 1. Employee acknowledges and agrees that any and all Proprietary Technology and Information, whether now known by Employee or Employer, or discovered during the term of this Agreement, was and will be obtained at the expense and for the benefit of Employer and shall remain the exclusive property of the Employer. For purposes of this Agreement, the term “Proprietary Technology and Information” means all information the Employee creates in the course of employment with the Employer, or obtains from the Employer, its employees, suppliers, customers, agents, consultants, or others during the Employee’s employment that relates to the Employer’s present or potential businesses, products or services, as well as any other Information (as defined below) as may be designated by the Company as confidential or that a reasonable person would understand from the circumstances of the disclosure to be confidential. “Information” means all forms and types of financial, business, marketing, operations, scientific, technical, economic and engineering information, whether tangible or intangible, including without limitation, patterns, plans, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, codes, know-how, computer software, databases, product names or marks, marketing materials or programs, plans, specifications, shop-practices, customer lists, supplier lists, engineering and manufacturing information, price lists, costing information, employee and consulting relationship information, accounting and financial data, profit margin, marketing and sales data, strategic plans, trade secrets and all other proprietary information, irrespective of the medium in which such Information is memorialized or communicated.

Section 2. Nondisclosure. Employee shall not, either during the term of his employment with Employer or at any time thereafter, regardless of the manner by which Employee’s employment is terminated, use or disclose, nor solicit or assist another to use or disclose, to any person or entity, other than in the discharge of the duties of Employee or as otherwise authorized by Employer in writing, any Proprietary Technology and Information, except for any Proprietary Technology and Information that:

- (i) is or becomes known to the public under circumstances involving no breach of this Agreement by Employee;
- (ii) is lawfully disclosed to Employee by a third party that is not a customer of Employer;
- (iii) was known to Employee prior to his employment with Employer; or
- (iv) is information approved by Employer for release.

Further, upon leaving the employ of Employer for any reason whatsoever, Employee shall not retain or take with him, without the prior written consent of Employer, nor permit others to use, any written, graphic or recorded information containing Proprietary Technology and Information, or any computers,

cellular telephones, credit and/or calling cards, keys, access cards, documentation or other materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Employer or concerning any of its dealings or affairs, and any other Employer property in Employee's possession (the "Employer Property"). Immediately upon the termination of Employee's employment, Employee shall deliver all such Employer Property in his possession, custody or control to Employer. Since a violation by Employee of the provisions of this Section 2 could cause irreparable injury to Employer and there is no adequate remedy at law for such violation, Employer shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin Employee in a court of equity for violating such provisions. Employer shall be entitled to its costs and attorneys' fees in the event that it prevails in such an action.

Section 3. Ownership of Intellectual Property. Notwithstanding anything herein to the contrary and without limiting any of its rights at law or equity, Employee agrees that Employer shall be the owner of the entire right, title and interest in and to any invention, whether patentable or not, conceived and/or reduced to practice by Employee alone or jointly with others and that relates to Employer's business. Employee further agrees that Employer shall own all customers lists, trade secrets, trade names, copyrights (which shall be considered works for hire), or other things used in the business of Employer that are conceived, reduced to practice or created by Employee while he is employed by Employer, and the same are hereby assigned to Employer. Employee recognizes and acknowledges that such assets and Proprietary Technology and Information constitute valuable, special, and unique property of Employer. Employee shall do all acts reasonably necessary or required by Employer to give effect to this section. Employee expressly agrees that the foregoing limitations are reasonable and are necessary for the adequate protection of the business of Employer.

Without limiting the generality of the foregoing, Employee will assist and cooperate with Employer and any person or persons from time-to-time designated by Employer to obtain for Employer the grant of any letters patent in the United States or such other country or countries as may be designated by Employer, covering any invention referred to above and will, in connection therewith, execute such applications, statements, assignments, or other documents, furnish such information and data and take all such other action (including without limitation the giving of testimony) as Employer may from time-to-time reasonably request, provided, that if Employee is no longer employed by Employer at the time of the request, Employer shall reimburse Employee for his reasonable costs in connection therewith incurred and pay him a comparable hourly wage to his salary hereunder for his time actually spent on such requests.

Section 4. Freedom to Contract. Employee represents that Employee is free to enter into this Agreement, Employee has not made and will not make any agreements in conflict with this Agreement, and Employee will not disclose or make available to the Employer, or use for the Employer's benefit, any trade secrets or confidential information which is the property of Employee or of any third party, including without limitation, any former employer, partner, co-venturer, client, customer or supplier. EMPLOYEE REPRESENTS AND WARRANTS THAT (A) EMPLOYEE HAS DELIVERED TO THE COMPANY A COPY OF EVERY AGREEMENT THAT MAY BEAR ON EMPLOYEE'S EMPLOYMENT WITH THE COMPANY, INCLUDING WITHOUT LIMITATION, ANY NONCOMPETITION AGREEMENT, EMPLOYMENT AGREEMENT, PROPRIETARY RIGHTS AGREEMENT, NONDISCLOSURE AGREEMENT OR THE LIKE AND (B) EMPLOYEE WILL HONOR ALL SUCH AGREEMENTS.

Section 5. Required Disclosures. Employee agrees to notify the Employer promptly upon learning about any court order or other legal requirement that purports to compel disclosure of any Proprietary Technology and Information and to cooperate with the Employer in the exercise of the Employer's right to protect the confidentiality of the Proprietary Technology and Information before any tribunal or governmental agency. Disclosure of Proprietary Technology and Information pursuant to a

court order or other legal requirement that purports to compel disclosure of any Proprietary Technology and Information shall not alter the character of that information as Proprietary Technology and Information hereunder.

Section 6. Stored/Transmitted Information. Employee acknowledges that all Information stored on or transmitted using Employer-owned or Employer-leased property or equipment is the property of the Employer and is subject to access by the Employer at any time without notice.

Section 7. Waiver of Breach. The waiver by either Employer or Employee of a breach or violation of any provision of this Agreement by the other of them shall not operate or be construed as a waiver of any subsequent breach or violation.

Section 8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not invalidate or render unenforceable any other provision of this Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. Employee hereby further agrees that the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such state, without giving effect to the principles of conflicts of laws of New Hampshire.

Section 10. Consent to Jurisdiction. Employer and Employee, by its or his execution hereof, hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts of the state of New Hampshire for the purpose of any claim or action arising out of or based upon this Agreement, Employee's employment with Employer and/or termination thereof, or relating to the subject matter hereof, and agrees not to commence any such claim or action other than in the above-named courts.

Section 11. Notices. Notices to Employee hereunder shall be sent to the address set forth below (unless another address is provided by Employee) and notices to Employer hereunder shall be sent first-class mail, postage prepaid to Acme, Inc., Attention: President (unless another address is provided by Employer).

Section 12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of (i) Employee, his personal representative, and heirs, provided, however, that the Employee's rights hereunder may not be assigned, and (ii) Employer and its successors and assigns.

Section 13. Entire Agreement; Amendment. This instrument contains the entire agreement of Employer and Employee. It may not be changed orally but may be changed only by an agreement in writing signed by an authorized representative of Employer and Employee.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement intending to be legally bound, all as of the date written above.

RESEARCH AGREEMENT [COMPANY]

This "Research Agreement" (the "Agreement") is made and entered into as of the ___ day of _____, 200_ (the "Effective Date") by and between Acme, Inc., a New Hampshire corporation ("Acme"), and _____, a _____ corporation, with its principal place of business at _____ (the "Company").

WHEREAS, Acme wishes to have Company perform certain services, which may include research, experimentation, testing and/or technology development, as specifically set forth in the Statement of Work attached hereto as Appendix A (the "Project"), and Company wishes to perform such services, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

(a) "Background Technology" shall mean Technology owned or controlled by a party as of the Effective Date, or created, developed or otherwise obtained by a party thereafter independently of the Project.

(b) "Intellectual Property Rights" shall mean all worldwide intellectual property rights including, without limitation, all rights arising under statutory or common law, or by contract, and whether or not perfected, now existing or hereafter acquired, filed or issued, including all rights relating to the protection of inventions, including patents, patent applications and certificates of invention; all rights associated with works of authorship, including copyrights and moral rights; all rights relating to the protection of trade secrets and confidential information; all rights related to the protection of trademarks, trade names, service marks, logos, trade dress and associated goodwill; any rights analogous to those set forth herein, and all other proprietary rights related to intangible property.

(c) "Technology" shall mean all ideas, concepts, inventions, discoveries, research information, test data, developments, products, processes, methods, equipment, tools, techniques, formulas, data, designs, drawings, schematics, systems, models, machines, devices, compositions of matter, prototypes, programs, algorithms, mask works, code, software, databases, specifications, works of authorship, compounds, improvements and know-how, whether or not patentable or copyrightable, and all related notes, drawings, reports, notebooks, summaries, memoranda and other documentation.

(d) "Work Product" shall mean all Technology made, conceived, created, discovered, invented or reduced to practice by Company in connection with the performance of services pursuant to the Statement of Work or based upon Acme Confidential Information.

2. Performance of Services.

(a) Services. Company shall perform the services as described in the Statement of Work. The Statement of Work may be amended from time to time by mutual agreement of the parties; provided, however, that no change to the Statement of Work shall be effective or binding upon the parties unless an amendment incorporating such change has been executed by the duly authorized representative of each of the parties hereto.

(b) Payment. Payment for services shall be as set forth in the Statement of Work.

(c) Access to Acme Resources. Acme shall provide Company with access to equipment, technical consultation and other resources as reasonably required in connection with Company's performance of services under the Statement of Work.

(d) Progress Reports. Company shall prepare and provide to Acme, on a _____ basis, written progress reports summarizing the status of Company's research, development work and/or other performance of services under the Statement of Work, and identifying any outstanding issues. Upon request of either Acme or Company, the parties shall meet to discuss technical, business or other relevant issues related to the implementation of the tasks set forth in the Statement of Work or other aspects of the Agreement.

(e) Work Product. Company agrees that it shall fully disclose and deliver to Acme, promptly upon its becoming available to Company, and in a manner to be agreed upon by the parties, all Work Product arising out of the services performed by Company pursuant to this Agreement.

3. Confidentiality

(a) Definition. "Confidential Information" shall mean any information, in whatever form, designated by the disclosing party (the "Disclosing Party") in writing as confidential, proprietary or marked with words of like import when provided to the receiving party (the "Receiving Party"), and information orally conveyed if the Disclosing Party states at the time of oral conveyance or promptly thereafter that such information is confidential, and provides specific written confirmation thereof within thirty (30) business days of the oral conveyance, or such extended period as the parties may agree in writing. Notwithstanding the foregoing designation requirement, Acme's Background Technology, Acme Information (as defined in Section 4(d)) and Work Product shall be considered Confidential Information of Acme, and Company's Background Technology shall be considered Confidential Information of Company.

(b) Exceptions. Confidential Information will not include information which (a) was in the Receiving Party's possession without confidentiality restriction prior to disclosure by the Disclosing Party hereunder; (b) at or after the time of disclosure by the Disclosing Party becomes generally available to the public through no act or omission on the Receiving Party's part; (c) is developed by the Receiving Party independently of and without reference to any Confidential Information it receives from the Disclosing Party; or (d) has come into the possession of the Receiving Party without confidentiality restriction from a third party and such third party is under no obligation to the Disclosing Party to maintain the confidentiality of such information.

(c) Agreement to Maintain Confidentiality. The Receiving Party acknowledges the confidential and proprietary nature of the Disclosing Party's Confidential Information and agrees (i) to hold the Disclosing Party's Confidential Information in confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge, publish, disclose or otherwise make available any such Confidential Information to any third person and (iii) not to make any use whatsoever of such Confidential Information except as expressly authorized in this Agreement. The Receiving Party shall limit disclosure of Confidential Information received from the Disclosing Party to those employees or agents of the Receiving Party whose use of or access to the Confidential Information is necessary to carry out such party's obligations under this Agreement, and shall secure from all employees, agents or contractors having access to the Confidential Information agreements, at least as protective of the Confidential Information as provisions of this Section 3, to maintain such Information in confidence.

(d) Judicial Order. In the event that the Receiving Party is ordered to disclose the Disclosing Party's Confidential Information pursuant to a judicial or government request, requirement or order, the Receiving Party shall promptly notify the Disclosing Party and take reasonable steps necessary to assist the Disclosing Party in contesting such request, requirement or order or in otherwise protecting the Disclosing Party's rights prior to disclosure.

(e) Reproduction and Return of Confidential Information. The Receiving Party agrees not to reproduce or copy by any means Confidential Information, except as reasonably required to accomplish the purposes of this Agreement. Upon termination of this Agreement, the Receiving Party's right to use Confidential Information shall immediately cease. In addition, upon such termination, or upon demand by the Disclosing Party at any time, or upon expiration of this Agreement, the Receiving Party shall return promptly to the Disclosing Party or destroy, at the Disclosing Party's option, all tangible materials that disclose or embody Confidential Information, and certify in writing to the Disclosing Party that the Receiving Party has complied with the foregoing obligation.

(f) Injunctive Relief. In view of the difficulties of placing a monetary value on the Confidential Information, the Disclosing Party shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of this Section or further unauthorized use of its Confidential Information. This remedy is separate from any other remedy the Disclosing Party may have.

(g) Terms of Agreement. Neither party shall disclose to any third party the specific terms of this Agreement without first obtaining the prior written consent of the other party, except as may be required to perform this Agreement or as may be required by law; provided, however, that each party may disclose this Agreement or its content, on a confidential basis, to its professional advisors, investors, potential investors and prospective permitted assignees.

4. Property Rights.

(a) Acme's Background Technology. Company acquires no rights in Acme's Background Technology, except as specifically provided in this Agreement and, as between the parties, Acme retains all rights, including all Intellectual Property Rights, therein.

(b) Company's Background Technology. Acme acquires no rights in Company's Background Technology, except as specifically provided in this Agreement and, as between the parties, Company retains all rights, including all Intellectual Property Rights, therein.

(c) Assignment of Work Product. Company agrees that all Work Product shall be the sole and exclusive property of Acme, and does hereby irrevocably and unconditionally transfer and assign to Acme, its successors and assigns, all right, title and interest it may have or acquire in or to any Work Product, including all Intellectual Property Rights therein. Company agrees that it shall execute and deliver, upon request by Acme at any time following the execution of this Agreement, such assignments and other lawful documents and perform such lawful acts as Acme may deem necessary to secure fully to Acme ownership in any such Work Product, and Intellectual Property Rights therein, developed or created by Company.

(d) License to Company. From time to time during the term of this Agreement, Acme may disclose to Company certain information and Technology (including, without limitation, Acme Background Technology) in connection with Company's performance of services pursuant to the Statement of Work (the "Acme Information"). Acme hereby grants to Company, during the term hereof, and subject to the provisions of Section 3 of this Agreement, a non-exclusive, non-transferable, non-

sublicensable, royalty-free license to use the Acme Information internally within Company solely in connection with Company's performance of services for Acme under this Agreement.

(e) License to Acme. Company hereby grants to Acme a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license to use, for all purposes in Acme's business, any Company Background Technology to the extent embodied or integrated within Work Product developed by Company under this Agreement.

(f) No Implied License. Nothing in this Agreement shall be construed as granting Company any right or license under any Intellectual Property Right of Acme, by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

5. No Obligation to Purchase. Entering into this Agreement or disclosing or receiving Confidential Information hereunder shall not constitute or imply any promise or intention of either party to make any purchase of products or services, or any commitment of either party with respect to the present or future marketing of any product or service.

6. Term and Termination.

(a) Term. This Agreement shall commence upon the Effective Date and shall continue until Company's completion of the tasks set forth in the Statement of Work, unless earlier terminated in accordance with this Section 6.

(b) Termination by Either Party. Either party may terminate this Agreement:

(i) if the other party fails to perform any material obligation hereunder, and such breach is not remedied within thirty (30) days after written notice thereof to the party in default; or

(ii) in the event that the other party shall cease to carry on business in the normal course, becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver or a manager for its business assets, or avails itself or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or to the protection of the right of creditors.

(c) Effective Date of Termination. Termination of this Agreement shall take effect, as to a breach under Section 6.2(a) hereof, immediately upon the expiration of the cure period if the breach has not been cured within such period, and, as to a breach under Section 6.2(b), immediately upon the date of any termination notice.

(d) Termination by Acme. Acme may terminate this Agreement for convenience, upon thirty (30) days prior written notice to Company.

(e) Effect of Termination. The termination of this Agreement shall not relieve either party hereto of any obligation or liability accruing prior to the effective date of such termination, and any such termination shall be without prejudice to the rights of either party against the other.

(f) Survival. The provisions of Sections 1, 3, 4, 6e, 7, 8, and 9 shall survive the termination or expiration of this Agreement.

7. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY EXPRESS WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General.

(a) The Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, excluding its choice of law principles.

(b) Without limiting the obligations otherwise imposed upon Company hereunder, Company agrees not to export, directly or indirectly, the Confidential Information or any U.S. source technical data acquired from Acme or any products utilizing such data.

(c) No failure of Acme to exercise any power given to it hereunder or to insist upon strict compliance by Company with any obligation or provision hereunder, and no custom or practice of Acme at variance with the terms hereunder shall constitute a waiver by Acme of the right to demand exact compliance with the terms hereof. Waiver by Acme of any right arising from a default of Company shall not affect or impair the rights of Acme with respect to any subsequent default by Company of the same or of a different nature.

(d) If any provisions of this Agreement, or portion thereof, is held invalid by any law, rule, order or regulation of any government or by the final determination of any court of competent jurisdiction, such invalidity shall not affect the enforceability of any of the other provisions of this Agreement, and such other provisions shall be interpreted so as to best accomplish the objectives of such invalid provision within the limits of applicable law or applicable court decision.

(e) Neither this Agreement nor any rights granted hereunder may be sold, assigned or transferred by Company (by operation of law or otherwise) without the prior written consent of Acme.

(f) This Agreement constitutes the complete and final agreement between the parties, and supersedes all prior or contemporaneous agreements, representations or understandings, written or oral, concerning the subject matter hereof. No modification, alteration or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives under seal as of the Effective Date.

Acme, Inc.

Company

By: _____

By: _____

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15.628J / 6.903J Patents, Copyrights, and the Law of Intellectual Property
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