

**ASSIGNMENT OF INVENTIONS, NON-DISCLOSURE AND
NON-SOLICITATION AGREEMENT**

Employee's Last Name:

First Name:

Middle Initial:

In order for _____ Corporation and its direct and indirect subsidiaries (herein collectively referred to as the "Company") to maintain a competitive edge, the Company must protect its inventions, discoveries, works of authorship and its proprietary technical and business information.

Therefore, as a condition of employment with the Company, I agree as follows:

DEFINITIONS

1. "Inventions" means any new or useful art, discovery, new contribution, finding or improvement (including without limitation any technology, computer programs, test, concept, idea, apparatus, device, mechanism, equipment, machinery, process, method, composition of matter, formula or technique), whether or not patentable, and all know-how related thereto, that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

2. "Works" means any materials for which copyright protection may be obtained, including without limitation literary works (including books, pamphlets, articles and other writings), mask works, artistic works (including designs, graphs, drawings, blueprints and other graphic works), computer programs, compilations, recordings, photographs, motion pictures and other audio-visual works that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

3. "Confidential Information" means information (i) disclosed to or known by me as a consequence of my employment with the Company, (ii) not generally known to others outside the Company, and (iii) which relates to the trade secrets or otherwise to the research, development efforts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (including without limitation any processes, formulae, methods, techniques, devices, know-how, manufacturing processes, customer lists, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data) of the Company or of any other party which has entrusted such information to the Company in confidence.

DISCLOSURE AND ASSIGNMENT OF INVENTIONS AND WORKS

4. I will promptly disclose to the Company in writing, all Inventions and Works which are conceived, made, discovered, written or created by me alone or jointly with someone else on the Company's time or on my own time, while I am employed by the Company.

5. All Works created by me, alone or with others, shall be deemed "works made for hire" under the copyright laws and shall be owned by the Company.

6. I hereby assign to the Company all of my rights in all Inventions, and in all Works to the extent such Works may not, by operation of law, be works made for hire.

7. I will give the Company all assistance it reasonably requires to perfect, protect, and use its rights to Inventions and Works. In particular, I will sign all documents, do all things, and supply all

information that the Company considers necessary or desirable to transfer or record the transfer of my entire right, title and interest in Inventions and Works; and to enable the Company to obtain patent, copyright, or other legal protection for Inventions and Works. Any out-of-pocket expenses will be paid by the Company.

8. An invention for which none of the Company's equipment, supplies, facilities, or Confidential Information was used and which was developed entirely on my own time is exempted from this Agreement so long as it : (a) does not relate in any way to the Company's business, or to the Company's actual or demonstrably anticipated research and development; and (b) does not result in any way from my work for the Company.

9. Also excluded from this Agreement are the following Inventions and Works which I own or control and which were conceived, made, written, or created by me prior to my employment with the Company.

(1)

(2)

(Attach additional sheets if necessary)

Other than these, I do not claim to own or control rights in any inventions or works subject to copyright and will not assert any such rights against the Company.

NONDISCLOSURE OF CONFIDENTIAL INFORMATION

10. I will never disclose or use any of the Confidential Information for the benefit of myself or another, unless directed or authorized in writing by the Company to do so.

11. I understand that if I possess any proprietary information of another person or company as a result of prior employment or otherwise, the Company expects and requires that I will honor any and all legal obligations that I have to that person or company with respect to proprietary information, and I will refrain from any unauthorized use or disclosure of such information.

RETURN OF COMPANY PROPERTY

12. All documents and other tangible property relating in any way to the business of the Company are the exclusive property of the Company (even if I authored or created them). I agree to return all such documents and tangible property to the Company upon termination of employment or at such earlier time as the Company may request me to do so.

CONFLICT OF INTEREST

13. During my employment, neither I nor members of my immediate family will have financial investments or other interests or relationships with the Company's customers, suppliers or competitors which might impair my independence of judgment on behalf of the Company. I also agree not to engage in any competitive activity against the Company, and will avoid any outside activity that could adversely affect the independence and objectivity of my judgment, interfere with the timely and effective performance of my duties and responsibilities to the Company, discredit the Company or otherwise conflict with the Company's best interests.

NON-SOLICITATION OF ACCOUNTS

14. During my employment, and for six (6) months after termination of employment with the Company, I will not solicit, induce, or attempt to induce any past or current customer of the Company (other than government agencies and regional, national or international telephone carriers or national retailers) whose identities as such were first made known to me or with whom I first had direct contact in the course of my employment (a) to stop doing business with or through the Company, or (b) to do business

with any other person, firm, partnership, corporation or other entity that provides products or services materially similar to or competitive with those provided by the Company.

NON-SOLICITATION OF EMPLOYEES

15. During my employment by the Company and (with respect to employment or affiliation involving products or services competitive with those of the Company) for one (1) year after thereafter, I shall not, directly or indirectly, induce or attempt to induce any employee of the Company to accept employment or affiliation with another firm or entity of which I am an employee, owner, partner or consultant.

SEVERABILITY

16. If a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written, that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

GOVERNING LAW

17. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of _____.

BURDEN AND BENEFIT

18. The Company may assign its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise. This Agreement shall be binding whether it is between me and the Company or between me and any successor or assigns of the Company.

NO EFFECT ON TERM OF EMPLOYMENT

19. Nothing in this Agreement prevents or limits my right to terminate my employment at any time for any reason, and nothing in this Agreement prevents or limits the Company from terminating my employment at any time for any reason. I understand and agree that there exist no promises or guarantees of permanent employment or employment for any specified term by the Company.

ENTIRE AGREEMENT

20. I understand that this Agreement contains the entire agreement and understanding between the Company and me with respect to the provisions contained in this Agreement, and that no representations, promises, agreements, or understandings, written or oral, related thereto which are not contained in this Agreement will be given any force or effect. No change or modification of this Agreement will be valid or binding unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. I further understand that even if the Company waives or fails to enforce any provision of this Agreement in one instance, that will not constitute a waiver of any other provisions of this Agreement at this time, or a waiver of that provision at any other time.

* * * *

Employee:

Date
Address - Street
Address - City, State, Zip Code

Company:

By: _____

Title

Date