

FLYSHEET M - ASSIGNMENT OF INVENTION AND DATA RIGHTS TO BUYER

As a part of this order, and without additional compensation, and notwithstanding any termination of this order, Seller agrees to and does hereby sell, assign, and transfer to Buyer, its successors and assigns, the entire right, title and interest throughout the world in and to any and all inventions, discoveries, or improvements which are conceived or first actually reduced to practice in the performance of this order, and to all applications for and Letters Patent covering the same, as well as any reissues, divisions, and extensions of said applications or Letters Patent. Seller further agrees to furnish Buyer with complete information on each such invention, discovery, or improvement, and to make, execute and deliver to Buyer any and all patents or patent applications, as well as all papers, documents, affidavits, statements, or other instruments, in such form, terms and contents as required by Buyer in or incident to the prosecution of any and all inventions, discoveries, or improvements or in the adjustment or settlement of any interferences or other actions or proceedings in which such applications may become involved, and Seller agrees that it will aid Buyer in every way in protecting the inventions, discoveries, or improvements as may be required by Buyer, except that any expenses arising through extending such assistance shall be paid for by proper arrangement with Buyer.

With respect to any invention, discovery or improvement owned by Seller and which is not conceived or first actually reduced to practice in the performance of this order but which is described in the information or incorporated in the articles or processes furnished under this order, Seller grants Buyer a royalty-free, non-exclusive, irrevocable license to make, have made, use and sell throughout the world.

Notwithstanding any termination of this order, Seller agrees that all data and information (including without limitation, computer software, computer data bases, computer software documentation, drawings, specifications, reports, designs and the like) generated in the performance of this order and data and information which are specified to be delivered or which are in fact, delivered pursuant to this order shall be the sole property of Buyer. Seller shall keep all data and information in confidence and not disclose or use it for any purpose other than in performing this order, except with Buyer's prior written approval.

Before final payment is made under this order, Seller shall furnish Buyer complete information in respect of inventions, discoveries, or improvements conceived or reduced to practice in connection with the services performed hereunder; or a statement that no inventions, discoveries, or improvements emanated from such services; such information or statement to be forwarded to the Patent Counsel, at the location and address appearing on the face of the purchase order to which this flysheet is attached.

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