

WORK FOR HIRE & ASSIGNMENT AGREEMENT

The undersigned, _____ (“*Developer*”), in consideration of and as a condition of his/her/its engagement as an employee, contractor, consultant or service provider to _____ (the “*Company*”), does hereby agree with the Company as follows:

1. For purposes of this agreement, “*Intellectual Property Rights*” means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to the Company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of the Company or that relate to the business of the Company or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by the Company or which may be used in relation therewith, or that result from tasks assigned to Developer by the Company or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by the Company, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the “*Developments*”), and in and to all works based upon, derived from, or incorporating such Developments, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. Developer hereby acknowledges that Developer’s work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under the Company’s direction and control and have been specially ordered or commissioned by the Company. To the extent the Developments are copyrightable subject matter, they shall constitute “works made for hire” for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of the Company, and should any Developments be held by a court of competent jurisdiction to not be a “work made for hire,” Developer shall and does hereby assign the copyright therein to the Company. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer’s engagement by the Company prior to the date hereof, whether or not Developer is the named author or inventor, are owned solely by the Company, and that Developer has no right, title or interest therein, agrees that upon the request of the Company, and without any further compensation, will take such action and execute such documents as the Company may request to evidence and perfect the Company’s ownership of such Developments.

3. Developer shall promptly disclose to the Company each Development and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Company. Following the disclosure of each Development to the Company, Developer will, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. In the

event the Company is unable, after reasonable effort, to secure Developer's signature on any letters patent, copyright or other analogous protection relating to an Development, whether because of Developer's physical or mental incapacity or for any other reason whatsoever, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to the Company, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing.

5. Developer warrants and represents that (i) Developer has the legal right and authority to enter into this Agreement and perform its obligations under this Agreement; (ii) the performance of Developer's obligations and any Developments provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties; (iii) Developer will perform the services required by this Agreement and any statement of work in a professional and workmanlike manner in accordance with the generally accepted professional standards in effect at the time of such performance; (iv) Developer is the owner of or otherwise has the unrestricted right to use, assign, sublicense the Developments; and (v) that the use, assignment and sublicensing of the Developments and any other materials or services provided to the Company as contemplated hereby will not violate or infringe upon any rights of any nature whatsoever of any other party.

6. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of my obligations hereunder without the necessity of any proof of actual damages or the posting of a bond or other security.

7. Developer understands that this Agreement does not create an employment agreement with the Company or other obligation on the part of the Company to retain Developer's services as an employee, contractor, consultant or service provider.

8. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee, contractor, consultant or service provider of the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by the Company. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

9. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with the Company regardless of the manner of such termination or cessation and shall be binding upon his/her/its heirs, executors, administrators, successors and assigns.

10. This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter

arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within the Commonwealth of Massachusetts), and the Company and Developer each consent to the jurisdiction of such a court. The Company and Developer each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the ____ day of _____, 20 ____.

DEVELOPER:

Printed Name:

Agreed & Acknowledged:

THE COMPANY:

By: _____

Printed Name: _____

Title: _____

