NATIONAL TECHNOLOGY TRANSFER CENTER

Market & Technology Assessment

Wheeling Jesuit University, 316 Washington Ave., Wheeling, WV 26003

1-888-306-9982

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APR 13 1998
BROWDY & NEIMARK

Date: April 13, 1998

To: Norm Latker

Organization: Browdy and Neimark

Telephone Number: 202-628-5197

Fax Number: 202-737-3528

Total Number of Pages: _____ (including this cover sheet)

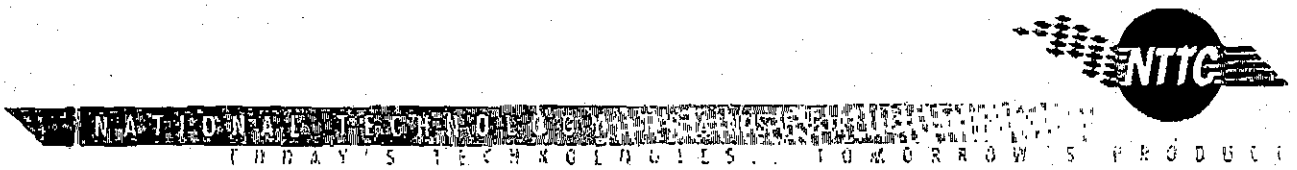
Original Mailed? X Yes 6 No

From: Paula Clemons, Analyst - Market and Technology Assessment

Please call immediately if the telecopy you received is incomplete or illegible.

Telephone number: (304)243-2376 **Fax number: (304)243-4384**

URGENT **PER YOUR REQUEST** **FYI** **ACTION REQUIRED**



April 13, 1998

Mr. Norm Latker
Managing Attorney
Browdy and Neimark
419 Seventh Street, N.W.
Suite 300
Washington, D.C. 20004

Dear Mr. Latker:

As we discussed last week, the National Technology Transfer Center is conducting a commercial assessment of an Allied Signal technology. You should be receiving the Fed-X box today containing copies of the patents surrounding the *Balance Torque Valve*.

While there are 15 patents pertaining to this technology, 7 of those patents have lapsed due to non-payment of maintenance fees. During our conversation, we discussed the possibility that each subsequent patent may contain an incremental improvement or they may be alternative methods for producing the technology. A commercial assessment is currently underway, but I need to know the impact these lapsed patents have on the intellectual property strength of this technology.

The NTTC conducts commercial assessments of technologies from universities, federal labs, and industry. During these assessments we often come across questions or situations regarding the intellectual property aspects of technology commercialization. You and I discussed the possibility of the NTTC working with you on a regular basis to meet the needs of our clients. I would like to discuss with you further the type of arrangement you envision and your fee structure for same.

Enclosed is a non-disclosure form as we discussed. Please fax the signed form to me at (304) 243-4384. Please contact me at 1-888-306-9982 if you have any questions. I look forward to working with you.

Best regards,

Paula Clemons
Analyst - Market & Technology Assessment

Enclosure

NATIONAL TECHNOLOGY TRANSFER CENTER
Wheeling *Jesuit* University/316 Washington Ave./Wheeling, WV 26003
(304) 243-2455 Fax (304) 243-2463

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into as of this 13th day of April 1998, by and between the National Technology Transfer Center, Wheeling Jesuit College, 316 Washington Avenue, Wheeling, WV 26003, (hereinafter referred to as "NTTC" or "Party"), and Norm Latker, Browdy and Neimark (hereinafter referred to as "Mr. Latker" or "Party").

WHEREAS, NTTC and Norm Latker, the Parties, hereto desire to set forth the rights and obligations of the Parties regarding Proprietary Information which is disclosed by and between the Parties relating to: the Allied Signal Balance Torque Valve technology solely for the purpose of commercial assessment.

NOW, THEREFORE, the Parties agree that any Proprietary Information that is received by either Party from the other shall be governed by the following terms and conditions:

Definition:

"Proprietary Information" shall mean only that information/data that is identified by written notice thereon as being proprietary. If information is disclosed visually or orally, it shall be treated as proprietary if the information is identified as such at the time of disclosure and is reduced to a written form, bearing a proprietary legend, and delivered to the receiving Party within thirty (30) days after disclosure. Such Proprietary Information shall not include information that:

(a) was rightfully in the possession of or known to the receiving Party prior to receiving it from the disclosing Party; or

(b) is or becomes part of the public knowledge or literature by acts other than those of the receiving Party and without the fault or negligence of the receiving Party; or

(c) is or becomes available to the receiving Party from a source other than the disclosing Party under no obligation of non-disclosure; or

(d) is or becomes available to a third party from the disclosing Party or someone acting under its control on an unrestricted basis in a lawful manner; or

(e) is developed by or for the receiving Party independently of the information received from the disclosing Party and such independent development can be shown by documentary evidence, or becomes available to the receiving Party by wholly lawful inspection or analysis of products or information offered for sale; or

(f) is transmitted by a Party after receiving notification in writing from the other Party that it does not desire to receive any further Proprietary Information;

(g) is transmitted after the expiration of this Agreement; or

(h) is disclosed by the receiving Party under a valid order created by a court or Government Agency, provided that the receiving Party provides prior written notice to the disclosing Party of such obligation and the opportunity to oppose such disclosure.

Handling of Proprietary Information:

A Party receiving Proprietary Information from the other agrees to handle such Proprietary Information in the same manner that it handles its own proprietary information of like importance, but with at least a reasonable degree of care, for a period of three [3] year(s) after the receipt date.

Limitation on Disclosure:

A Party receiving Proprietary Information from the other shall not disclosure, in whole or in part, such Proprietary Information to any third Party without the prior written consent of the disclosing Party for the period that such information is to be handled as proprietary. The receiving Party may disclose Proprietary Information only to those of its employees who would require knowledge of such Proprietary Information for the purposes contemplated by this Agreement.

Limitation of Use:

A Party receiving Proprietary Information from the other shall make no use, in whole or in part, of any such Proprietary Information, other than in furtherance of the purpose of this Agreement, without the prior written consent of the disclosing Party;

Term:

This Agreement shall expire three [3] year(s) from the date recited in the first paragraph of this Agreement, or may be terminated upon thirty (30) days written notice by either Party, whichever occurs first; however, a Party's obligations with respect to Proprietary Information disclosed to it prior to expiration/termination shall survive expiration/termination. Upon expiration/termination of this Agreement, or upon written request of the disclosing Party, all Proprietary Information will be returned or destroyed at the disclosing Party's option.

Relationship of Parties:

This Agreement is intended to provide only for the handling and protection of Proprietary Information exchanged or disclosed hereunder, and shall not be construed as a Teaming, Joint Venture, Partnership, or other similar arrangement. Specifically, this Agreement shall not be construed in any manner to be an obligations to enter into a contract, nor shall it result in any claim whatsoever for reimbursement of costs.

Point of Contact:

Each Party hereby designates the following named individuals and addressee locations within its organization as the only authorized point for receiving Proprietary Information pursuant to this Agreement:

NATIONAL TECHNOLOGY TRANSFER CENTER

Name:	Paula Clemons
Title:	Analyst - Market & Technology Assessment
Address:	316 Washington Avenue
	Wheeling, WV 26003
Telephone:	(800)678-6882

BROWDY AND NEIMARK

Name:	Norm Latker
Title:	Managing Attorney
Address:	Browdy and Neimark
	419 Seventh Street, N.W.
	Suite 300
	Washington, D.C. 20004
Telephone:	(202)628-5197

The above, designated addresses for the Parties may be changed at any time by ten (10) days written notification to the other Party.

No License:

Neither the execution of this Agreement nor the furnishing of any Proprietary Information hereunder shall be construed as granting either expressly, by implication, estoppel or otherwise, any license other than as expressly set forth herein under any invention, patent, copyright, trade secret, mask work right, or any other intellectual property right, now or hereafter owned or controlled by the Party furnishing same.

Consideration:

The Parties covenant and agree that their mutual promises of nondisclosure contained herein are essential terms of this Agreement and constitute good, valuable and lawful consideration, the sufficiency of which is acknowledged by the Parties.