



M&E Progress:

SELLER agrees that the purchase price includes any and all intellectual property conceived in relation to the equipment. SELLER agrees that PURCHASER shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information, drawings, blueprints, drafts, and other information conceived, developed or otherwise generated in the course of performing under this CONTRACT by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right title and interest in the foregoing to PURCHASER including, without limitation, all copyrights, patent rights, and other intellectual property rights therein and further agrees to execute, at PURCHASER's request and expense, all documentation necessary to perfect title therein in PURCHASER. SELLER agrees that it will maintain and disclose to PURCHASER written records of and otherwise provide PURCHASER with full access to the subject matter covered by this clause, and all such subject matter will be deemed information of PURCHASER and subject to any protection provisions relating thereto in this CONTRACT. SELLER agrees to assist PURCHASER, at PURCHASER's request and expense, in every reasonable way in obtaining maintaining and enforcing patent and other intellectual property protection on the subject matter covered by this clause. All reports and memoranda or other materials in written form, including machine-readable form, (including all drawings, blueprints, and drafts) prepared by SELLER pursuant to this contract and furnished to PURCHASER by SELLER hereunder shall become the sole property of PURCHASER.