

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Doyle E. Broom</td> <td>07/31/1996</td> </tr> </tbody> </table>		Name	Execution Date	Doyle E. Broom	07/31/1996								
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Fisher-Rosemount Systems, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1100 W Louis Henna Blvd.</td> </tr> <tr> <td>Internal Address:</td> <td>Building 1</td> </tr> <tr> <td>City:</td> <td>Round Rock</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>78681</td> </tr> </table>		Name:	Fisher-Rosemount Systems, Inc.	Street Address:	1100 W Louis Henna Blvd.	Internal Address:	Building 1	City:	Round Rock	State/Country:	TEXAS	Postal Code:	78681
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CORRESPONDENCE DATA													
<p>Fax Number: 3124740448  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: docket@marshallip.com          Correspondent Name: Marshall, Gerstein &amp; Borun LLP          Address Line 1: 233 South Wacker Drive          Address Line 2: Suite 6300          Address Line 4: Chicago, ILLINOIS 60606</p>													
ATTORNEY DOCKET NUMBER:	06005/592094												
NAME OF SUBMITTER:	Nick Fairman												
Signature:	/Nick Fairman/												
Date:	04/10/2013												

OP \$40.00 12852078

Total Attachments: 5

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# FISHER-ROSEMOUNT SYSTEMS, INC.

## Agreement

In consideration of the compensation and other benefits of my employment and continued employment by Fisher-Rosemount System, Inc. and of other valuable consideration, I agree as follows:

## Employment

As used herein, "FRSI" means Fisher-Rosemount Systems, Inc., Emerson Electric Co., or one of their Subsidiaries, whichever is my employer. "Emerson" means Emerson Electric Co., the parent of Fisher-Rosemount Systems, Inc. The term "Subsidiary(ies)" means any corporation, joint venture or other business organization in which FRSI or Emerson now or hereafter, directly or indirectly, owns or controls more than a fifty percent (50%) equity interest.

During my FRSI employment, I shall devote my working time and best efforts to the service of FRSI and shall comply with the policies and procedures of FRSI, including those relating to security and employee conduct, and I shall not engage in any planning or other business or technical activity, competitive with or in conflict with the business interests of FRSI.

## Confidential Information

As used herein, "Confidential Information" means all technical and

business information of FRSI, Emerson and their Subsidiaries, whether patentable or not, which is of a confidential, trade secret and/or proprietary character and which is either developed by me (alone or with others) or to which I have had access during my employment. "Confidential Information" shall also include confidential evaluations of, and the confidential use or non-use by FRSI, Emerson or any Subsidiary of technical or business information in the public domain.

I shall use my best efforts and diligence both during and after my FRSI employment to protect the confidential, trade secret and/or proprietary character of all Confidential Information. I shall not, directly or indirectly, use (for myself or another) or disclose any Confidential Information, for so long as it shall remain proprietary or protectable as confidential or trade secret information, except as may be necessary for the performance of my FRSI duties.

I shall deliver promptly to FRSI, at the termination of my employment, or at any other time at FRSI's request, without retaining any copies, all documents or other material in my possession relating, directly or indirectly, to any Confidential Information.

Each of my obligations in this section shall also apply to the confidential, trade secret and proprietary information learned or acquired by me during my

employment from others with whom FRSI, Emerson or any Subsidiary has a business relationship, including without limitation, their sales representatives, customers and suppliers.

I understand that I am not to disclose to FRSI, Emerson or any Subsidiary, or use for their benefit, any of the confidential, trade secret or proprietary information of others, including any of my former employers.

### **Competitive Activity**

I shall not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise), at any time during the period of two years following termination for any reason of my final employment with FRSI, engage in or contribute my knowledge to any work or activity that involves a product, system, apparatus, service or development which is then competitive with or similar to a product, system, apparatus, service, or development on which I worked or with respect to which I had access to Confidential Information while at FRSI at any time prior to such termination ("Competitive Work"). However, I shall be permitted to engage in such proposed work or activity, and FRSI shall furnish me a written consent to that effect signed by an officer, if I shall have furnished to FRSI clear and convincing written evidence, including assurances from me and my new employer, that the fulfillment of my duties in such proposed work or activity would not cause me to disclose, base judgments upon, or use any Confidential Information. Following the expiration of said two-year period, I shall

continue to be obligated under the "Confidential Information" section of this Agreement not to use or disclose Confidential Information so long as it shall remain proprietary or protectable as confidential or trade secret information.

During my employment by FRSI and for a period of two years thereafter, I shall not, directly or indirectly, induce or attempt to induce a salaried employee of FRSI to accept employment or affiliation involving Competitive Work with another firm or corporation of which I am an employee, owner, partner, or consultant.

### **Ideas, Inventions, or Discoveries**

I shall promptly disclose to FRSI all ideas, inventions, or discoveries, whether or not patentable, which I may conceive or make alone or with others, during my employment, whether or not during working hours, and which directly or indirectly

- (a) relate to matters within the scope of my duties or field of responsibility during my employment by FRSI;
- (b) are based on my knowledge of the actual or anticipated business or interests of FRSI; or
- (c) are aided by the use of time, materials, facilities or information of FRSI.

I hereby assign to FRSI, or its nominee, without further compensation, all of my right, title and interest in all such ideas, inventions or discoveries in all countries

of the world.

Without further compensation but at FRSI's expense, I shall give all testimony and execute all patent applications, rights, of priority, assignments and other documents and in general do all lawful things requested of me by FRSI to enable FRSI to obtain, maintain, and enforce protection of such ideas,

inventions and discoveries for and in the name of FRSI, or its nominee, in all countries of the world. However, should I render any of these services following termination of my employment, I shall be compensated at a rate per hour equal to the basic salary I received from FRSI at the time of termination and shall be reimbursed for reasonable out-of-pocket expenses incurred in rendering the services.

I recognize that ideas, inventions or discoveries of the type described above conceived or made by me, alone or with others, within one year after termination of employment are likely to have been conceived in significant part while employed by FRSI.

Accordingly, I agree that such ideas, inventions or discoveries shall be presumed to have been conceived during my FRSI employment unless and until I have established the contrary by clear and convincing evidence.

#### **Copyrights**

I shall promptly disclose to FRSI any and all copyrightable material relating to the business of FRSI which I produce,

compose, or write individually or in collaboration with others while employed by FRSI, whether made on my time or the time of FRSI, and any and all such copyrightable material shall be the sole and exclusive property of FRSI or its nominee. During the term of my employment, and thereafter, whenever deemed necessary by FRSI to assign my interest in such copyrightable material to FRSI, I shall sign all papers and do all acts necessary to assist FRSI to obtain copyrights of such material in all countries, all expenses reasonably incurred by me at the request of FRSI to be borne by FRSI.

#### **Miscellaneous**

This Agreement shall be construed under the laws of the State of Texas and shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me.

To the extent this Agreement is legally enforceable, it shall supersede all previous agreements covering this subject matter between me and FRSI, but shall not relieve me or such other party from any obligations incurred under any such previous agreement while in force.

If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then

applicable law.

If I am transferred from FRSI to the employment of another company that is a Subsidiary or is Emerson or FRSI itself, and I have not entered into a superseding agreement with my new employer covering the subject matter of this Agreement, then this Agreement shall continue in effect and my new employer shall be termed FRSI for all purposes hereunder and shall have the right to enforce this Agreement as my employer. In the event of any subsequent transfer, my new employer

shall succeed to all rights under this Agreement so long as such employer shall be FRSI, Emerson or one of their Subsidiaries and so long as this Agreement has not been superseded.

v

This Agreement is signed as of the 31<sup>st</sup> day of July, 1996.

FISHER-ROSEMOUNT SYSTEMS, INC.

By: [Signature]

[Signature]  
Signature of Employee

Title: Emerson Process Mgmt  
HR/Security Mgr

Doyle E. Broom  
Typed Name of Employee

Austin  
Employment Location

OR

\_\_\_\_\_  
Name of Subsidiary

By: \_\_\_\_\_

Title: \_\_\_\_\_