

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3736483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEVIN B ALBAUGH	08/18/2010
RECEIVING PARTY DATA	
Name:	HONEYWELL INTERNATIONAL INC.
Street Address:	115 TABOR ROAD- P.O. BOX 377
Internal Address:	HONEYWELL WORLD HEADQUARTERS
City:	MORRIS PLAINS
State/Country:	NEW JERSEY
Postal Code:	07950
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14888321
CORRESPONDENCE DATA	
Fax Number:	(973)455-4807
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	973 455 2000
Email:	PatentServices-US@honeywell.com
Correspondent Name:	PATENT SERVICES, HONEYWELL INTERNATIONAL
Address Line 1:	115 TABOR ROAD - P.O. BOX 377
Address Line 2:	HONEYWELL WORLD HEADQUARTERS
Address Line 4:	MORRIS PLAINS, NEW JERSEY 07950
ATTORNEY DOCKET NUMBER:	H0039912-4018 USA
NAME OF SUBMITTER:	DIANE B. DEMING
SIGNATURE:	/Diane B. Deming/
DATE SIGNED:	02/12/2016
Total Attachments: 6	
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HONEYWELL INTERNATIONAL INC.
Employee Agreement Relating to Trade Secrets,
Proprietary and Confidential Information

In consideration of my employment, continued employment, compensation and the equipment, materials, facilities and Honeywell's "Trade Secrets, Proprietary and Confidential Information" (as hereinafter defined) supplied to me, I understand and agree that:

1. **Records of Inventions.** I will keep complete and current written records of all Inventions I Make during the period of time I am employed by Honeywell and promptly disclose all such Inventions in writing to Honeywell for the purpose of adequately determining Honeywell's rights in each such Invention. I will supplement any such disclosures to the extent Honeywell may request that I do so. If I have any doubt as to whether or not to disclose an Invention to Honeywell, I will disclose it.
2. **Disclosure of Inventions after Termination.**

REDACTED

3. **Ownership of Inventions.** Each and every Invention I Make during the period of time I am employed by Honeywell (a) which relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) which results from any work I perform for Honeywell is the sole and exclusive property of Honeywell, and I agree to assign and hereby assign my entire right, title and interest in each such Invention to Honeywell. Each Invention I Make during the period of time I am employed by Honeywell for which no equipment, supplies, facilities or Honeywell Trade Secrets, Proprietary or Confidential Information was used and which was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for Honeywell. If I assert any property right in an Invention I Make during the period of time I am employed by Honeywell, I will promptly notify Honeywell's Law Department in writing.
4. **Cooperation with Honeywell.**

REDACTED

REDACTED

5. **Pre-employment Inventions.** On Schedule A, which is an integral part of this agreement, I have completely identified (without disclosing any trade secret, proprietary or other confidential information) every Invention I Made before my employment by Honeywell in which I have an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time I sign this agreement. If I become aware of any projected or actual use of any such Invention by Honeywell, I will promptly notify Honeywell in writing of said use. Except as to the Inventions listed on Schedule A or those which are the subject matter of an issued patent or a printed publication at the time I sign this agreement, I will not assert any rights against Honeywell with respect to any Invention Made before my employment by Honeywell.
6. **Honeywell's Trade Secrets, Proprietary and Confidential Information.**

REDACTED

7. **Trade Secrets, Proprietary or Confidential Information from Previous Employment.**

REDACTED

REDACTED

8. Prior Restrictive Obligation.

REDACTED

9. Non-Non-Solicitation of Honeywell Employees.

REDACTED

10. Non-Solicitation of Honeywell Customers.

REDACTED

11. Notice to Future Employers.

employment by Honeywell. I will inform each new employer, prior to accepting employment, of the existence of this agreement and provide that employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this agreement and to provide any future employers with a copy of it.

12. Copyright. As to all works prepared by me which are: (i) within the scope of my employment, or (ii) based upon information I acquired from Honeywell which is not normally made available to the public; or (iii) commissioned by Honeywell, but not within my scope of employment, I hereby agree to:

(a) Submit to Honeywell's Law Department and to my supervisor for approval for publication or oral dissemination;

(b) Assign all right, title and interest in and to the copyright in all such works to Honeywell; and

(c) Waive any claim of moral rights, author's rights, droit moral, or any equivalent rights to the extent necessary or permitted by law.

I hereby release and allow Honeywell to use, for any lawful purpose, any voice reproduction, photograph, or other video likeness of me made in the course of my employment.

13. **Acknowledgement of Receipt.** I acknowledge that I have received a copy of this agreement prior to accepting employment or continued employment with Honeywell and that execution of this agreement was an express condition of my employment or continued employment.
14. **Effectiveness of Agreement.** This agreement becomes effective when I sign it, my obligations under it continue throughout the entire period of time I am employed by Honeywell, without regard to the business organization within Honeywell with which I am associated and these obligations will continue after, and survive, the end of my employment by Honeywell. This agreement replaces previous agreements relating to the subject matter of this agreement and shall be deemed effective as of the first day of my employment by Honeywell just as though I had executed this agreement on that first day except that such replacement shall not affect rights and obligations of me or Honeywell arising out of any such prior agreement, which rights and obligations shall continue to be in effect.
15. **Identity of Future Employer.** Upon termination of my employment for any reason, if reasonably requested by Honeywell, I shall advise Honeywell of the name and address of my intended future employer.
16. **Remedies.** I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. In the event that a court determines that I have breached or threatened to breach this agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of the agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my then-current employer which may also include but not be limited to contract damages, lost profits and punitive damages.
17. **Successors; Binding Agreement.** This agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns. Only a written amendment executed by both Honeywell and me can modify this agreement.
18. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its principles of conflicts of law.
19. **Validity.** It is the desire and intent of the parties hereto that the provisions of this agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this agreement shall remain in full force and effect.

20. Definitions

- (a) "Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of stock, merger or otherwise;
- (b) "Trade Secrets, Proprietary and Confidential Information" means information which is not generally known in the industry in which Honeywell is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.
- (c) "Invention" includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) -- whether or not any of the foregoing constitutes trade secret or other confidential information; and
- (d) "Make" or "Made" when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice or (iii) development of an Invention and is without regard to whether I am a sole or joint inventor.
- (e) "Termination of Employment" means my last day of active employment with Honeywell.
- (f) "Date on which Salary Continuation Benefits End" means the last day on which I receive any salary continuation benefits under any (i) severance plan sponsored or funded by Honeywell, (ii) agreement by Honeywell to pay severance benefits, whether oral or written, express or implied, or (iii) any statutory, regulatory, court or other legally-mandated entitlement to notice, redundancy, or severance pay or any other termination benefits, if my employment is terminated under circumstances that entitle me to such benefits.

21. **Headings Descriptive.** The headings of the several paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

Kevin Albaugh
Employee Name - Printed

8/18/2014
Date

Kevin B. Albaugh
Employee Signature

SCHEDULE A

INVENTIONS I MADE BEFORE THE TERM OF MY EMPLOYMENT BY HONEYWELL IN WHICH I HAVE AN OWNERSHIP INTEREST WHICH ARE NOT THE SUBJECT MATTER OF ISSUED PATENTS OR PRINTED PUBLICATIONS:

(If there are none, please enter the word "NONE")

NOTE: Please describe each such Invention without disclosing trade secrets, proprietary or confidential information.

NONE

[Attach additional sheets if more space is needed.]

SCHEDULE B

REDACTED