

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3955144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KATHRYN F. BURROW	05/01/2002
RECEIVING PARTY DATA	
Name:	THE HOME DEPOT, INC.
Street Address:	2455 PACES FERRY ROAD NORTHEAST
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13800922
CORRESPONDENCE DATA	
Fax Number:	(312)456-8435
<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:	3124568400
Email:	chiipmail@gtlaw.com
Correspondent Name:	ERIC J. MAIERS
Address Line 1:	GREENBERG TRAURIG, LLP
Address Line 2:	77 WEST WACKER DRIVE, SUITE 3100
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	072031.87US1
NAME OF SUBMITTER:	ERIC J. MAIERS
SIGNATURE:	/Eric J. Maiers/
DATE SIGNED:	07/11/2016
Total Attachments: 2	
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CONFIDENTIALITY AND PROPRIETARY PROPERTY AGREEMENT

This Confidentiality and Proprietary Property Agreement ("Agreement") is entered into this 15th day, of May, 2002, by and between The Home Depot, Inc., ("The Home Depot") and Kathryn E. Burrow ("Employee").

WHEREAS, The Home Depot has developed and will develop and uses both internally and commercially, valuable, technical and non-technical information and intellectual property; and

WHEREAS, The Home Depot will disclose certain of such information and intellectual property to Employee in the course of his employment with The Home Depot; and

WHEREAS, to guard the legitimate interest of The Home Depot, it is necessary for The Home Depot to protect the disclosure of such information and intellectual property; and

WHEREAS, during the course of his employment Employee may conceive and develop certain inventions, improvements, or discoveries.

NOW, THEREFORE, in consideration of Employee's employment and/or continued employment with The Home Depot and in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the parties agree as follows:

1. "Confidential Information" means and includes, but is not limited to, all information of a business nature relating to the business strategies and objectives, marketing, assets, liabilities, processes, computer programs, software, system documentation, manuals, and other business affairs of The Home Depot, its employees, agents, insurers, vendors, and customers. Confidential Information may have been disclosed to Employee or may become known to Employee as a consequence of his employment and is not otherwise generally known to the public.
2. Employee acknowledges and recognizes that The Home Depot has developed and will develop and uses both internally and commercially, valuable, technical and non-technical information and intellectual property and, to guard and protect the interest of The Home Depot, it is necessary for The Home Depot to protect as confidential such information and property and other Confidential Information.

Employee further acknowledges that computer programs, software, systems documentation, manuals, and other materials developed and used by The Home Depot are the proprietary property of The Home Depot and are exceptionally valuable Confidential Information and that their use and disclosure must be carefully and continuously controlled.

3. Recognizing The Home Depot's need to protect its business interests, Employee covenants, warrants, and agrees that he will not disclose nor permit access to any Confidential Information to any person, corporation, or entity. Employee shall not use or otherwise exploit, or cause to be used or exploited, for his own benefit or for the benefit of any other person, corporation, or entity, any Confidential Information except as required by The Home Depot in the performance of his employment.
4. Employee agrees to promptly disclose to The Home Depot any and all inventions, discoveries, and improvements conceived or made by Employee during the period of his employment with The Home Depot, whether or not during regular working hours, which are related to the business, or activities of The Home Depot. All such inventions, discoveries, and improvements are the exclusive property of The Home Depot. Employee shall assign and hereby so assigns all of his interest in such inventions, discoveries, and improvements to The Home Depot or its nominee. Whenever Employee is requested to do so by The Home Depot, Employee shall execute any and all applications, assignments, and other instruments which The Home Depot deems necessary to apply for and obtain a registration in the United States Patent and Trademark Office and any other foreign country and to protect by patent, copyright, or otherwise The Home Depot's interest in such inventions, discoveries, and improvements. This paragraph shall be binding upon Employee and his assigns, executors, administrators, and other legal representatives.

5. In the event that subsequent to Employee's employment with The Home Depot, Employee's assistance is needed in securing, defending, or enforcing any patent or other proprietary right with regard to which Employee was the inventor or co-inventor, Employee shall cooperate and assist The Home Depot to the fullest extent.
6. Upon the termination of Employee's employment with The Home Depot, for whatever reason, Employee shall promptly deliver to The Home Depot all correspondence, drawings, manuals, letters, notes, reports, proposals, memorandums, and all other documents, pertaining to or containing Confidential Information or other material or information.
7. This Agreement shall survive termination of Employee's employment with The Home Depot and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Kathryn F. Burrow
(Employee)

The Home Depot, Inc.

By: _____

Title: _____