

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4282885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE'S CONFIDENTIALITY, INVENTION ASSIGNMENT, AND NON-COMPETE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEE ALLISON	11/30/2007
RECEIVING PARTY DATA	
Name:	ANDREW CORPORATION
Street Address:	1100 COMMSCOPE PLACE, SE
City:	HICKORY
State/Country:	NORTH CAROLINA
Postal Code:	28602
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14996942
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<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:	919-854-1400
Email:	gendres@myersbigel.com
Correspondent Name:	MYERS BIGEL, P.A.
Address Line 1:	4140 PARKLAKE AVENUE
Address Line 2:	SUITE 600
Address Line 4:	RALEIGH, NORTH CAROLINA 27612
ATTORNEY DOCKET NUMBER:	9833-38
NAME OF SUBMITTER:	GAYLE ENDRES
SIGNATURE:	/gee/
DATE SIGNED:	02/21/2017
Total Attachments: 2	
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Employee's Confidentiality, Invention Assignment, and Non-Compete Agreement

("Employee") hereby agrees with ANDREW CORPORATION, including its subsidiaries, division, and affiliates, ("Company") as follows:

1. Understandings

- A. Employee desires to work for or to continue to work for the Company and the Company desires to employ or to continue to employ Employee.
- B. In consideration and in exchange for my employment, continued employment, training, benefits, options, bonus, commissions, the provision of trade secrets, the provision of confidential information and/or the payment of wages to me by the Company during my employment, I agree as follows:
- C. As part of Employee's employment, the Company will provide Employee with information which is highly proprietary and confidential. Examples of such information include: customer and potential customer information; sales, marketing, and business plans, research, and techniques; bid information; information on customer and potential customer buying habits and preferences; pricing and cost information; customer and potential customer specifications; supplier information; and information about product design, research, development, and capabilities. Some of this information is highly secret, is not generally known outside of the Company, is valuable because of its secrecy, and constitutes trade secrets under applicable law. This information belongs to the Company and is referred to in this Agreement as "Confidential information." Confidential information may take the form of documents, be stored or transmitted electronically, or exist in spoken words only; what matters is the information itself, not the way in which it is stored or conveyed.
- D. All ideas, creations, inventions, improvements, discoveries, and writings (hereinafter collectively referred to as "Inventions") made or conceived by Employee during his/her employment with the Company, and during the twelve-month period thereafter to the extent they relate to research and development carried on by the Company during Employee's employment, will be and shall be the sole and exclusive property of the Company.
- E. The Company has already invested and will continue to invest substantial time and money in developing the resources and environment for Employee to perform his/her job on behalf of the Company. In addition, the Company has developed a base of customers or potential customers. Employee will be exposed to or introduced to the Company's customer or potential customer relationships solely for the benefit of the Company and the development, promotion, and sale of the Company's products.
- F. It would be inequitable for the Company to spend the time and money to train Employee, to expose Employee to its business and to its proprietary and Confidential information, and to introduce Employee to its customers or potential customers without the assurance that Employee will refrain from competing against the Company upon his/her termination from employment, as set forth in paragraphs 2G, 2H and/or 2J.
- G. Employee has read this Agreement and understands the obligations and restrictions it contains.
- H. Employee is being given employment or continued employment in consideration for accepting and binding himself/herself to this Agreement. Employee's acceptance of this Agreement is crucial to the Company and the Company would not employ or continue to employ Employee if he/she did not sign this Agreement.
- I. Any breach of Employee's undertakings in this Agreement will cause irreparable harm to the Company for which the Company may not be able to be sufficiently compensated in money damages.

2. Employee's Obligations

- A. Both during Employee's employment and thereafter, Employee will hold in strictest confidence and will not use or disclose to anyone else any Confidential information, including any such Confidential

information developed by Employee, except as such disclosure or use may reasonably be required in connection with Employee's work for the Company.

- B. Employee agrees to return to the Company at the time of the termination of his employment, all Company property in his possession, custody, or control, including but not limited to, all Confidential information of the Company which exists in tangible form.
- C. Employee will identify promptly in writing to the Company all inventions, whether or not patentable or copyrightable, made or conceived by Employee, either alone or with others, during his/her employment with the Company, and during the twelve-month period thereafter.
- D. Employee will maintain complete records of all Employee's creative or inventive activities and will deliver such records to the Company at the termination of his/her employment or as requested by the Company. Employee also agrees to surrender to the Company upon termination of his/her employment all materials and things belonging to the Company, including, but not limited to, manuals, drawings, software, notes, photographs, and other documents, and all copies thereof.
- E. All inventions shall be the sole and exclusive property of the Company. Employee will assist the Company in every way (at the Company's expense), both during Employee's employment and thereafter, to obtain and enforce the Company's rights to the Inventions in the United States and in any other country. Employee will, at the Company's request, both during Employee's employment and thereafter, execute all assignments of rights and other documents necessary to ensure and perfect the Company's rights in such inventions and to obtain patents, copyrights, and any other form of legal protection. This provision does not apply to any inventions for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Employee's own time unless (i) the invention relates [a] to the business of the Company, or [b] to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Employee for the Company.
- F. Employee warrants that the attached Exhibit A* is a complete description of all creations, inventions, and discoveries excluded from this Agreement which Employee made prior to his/her employment by the Company.
- G. Company Customer. Employee agrees that for twelve (12) months following termination of Employee's employment for any reason, Employee will not, directly or indirectly, solicit, call upon, contract with, sell to, or service, with respect to Conflicting Products any Company customer which Employee, directly or indirectly, solicited, called upon, contracted with, sold to, or serviced during his last twelve (12) months of employment by the Company.
- H. Company Products. Employee agrees that for twelve (12) months following termination of Employee's employment for any reason, Employee will not participate in the development or support of Conflicting Products, of the type on which Employee worked during his last twelve (12) months of employment by Company, in the same geographic area(s) in which the Company markets and sells products, processes, or services.
- I. Definition of Conflicting Products. "Conflicting Products" means products, processes, or services which are similar to, compete with, or can be used for the same purposes as products, processes or services sold or offered to be sold by, or in development at the Company, at any time during Employee's employment at the Company.
- J. Non-solicitation of the Company's Employees. During Employee's employment and for twelve (12) months following the termination of Employee's employment for any reason, Employee agrees that he will not, for himself or for any third-party, employ or seek to employ any person who is then employed by the Company. During this same period, Employee will not induce or attempt to influence any Company

employee to terminate his or her employment or association with the Company.

K. For one year after termination of employment for any reason, Employee will inform any prospective new employer of the existence of this Agreement.

3. General Provisions

A. The terms of this Agreement are severable and the Company may enforce any provision without waiver of any other provision. The invalidity or nonenforceability of any one or more provisions will not affect whether any other provision is enforceable.

B. In the event that any provision of this Agreement is determined to be unenforceable, the court or other deciding authority is expressly authorized to conform the provision to the extent necessary to remedy any deficiency and render it valid and enforceable.

C. Except as set forth in paragraph 3H, no provision of this Agreement may be modified, waived, or discharged by the parties unless such modification, waiver, or discharge is agreed to, in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

D. Employee acknowledges that his obligations under this Agreement are in addition to any and all obligations concerning the same subject matter arising under applicable law including, without limitation, common law relating to fiduciary duties and common law and statutory law relating to trade secrets.

E. Neither this Agreement nor any benefits hereunder are assignable by Employee, but the terms and provisions hereof are assignable by the Company without Employee's consent.

F. The laws of the state of Illinois shall govern this Agreement.

G. Employee consents to the exclusive jurisdiction and venue of the state and federal courts of Cook County in Illinois to hear and resolve disputes arising under this Agreement.

H. In the event of a breach or a threatened breach of this Agreement, by the Employee, Employee acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions enjoining such breach or threatened breach. In the event the Company shall successfully enforce any part of this Agreement through legal proceedings, Employee agrees to pay the Company all costs and attorneys' fees reasonably incurred by the Company in connection therewith.

I. Employee's employment with the Company is at-will, meaning that Employee's employment may be terminated by the Company or by Employee at any time without cause. This Agreement is not a contract of employment for any duration and nothing herein changes or affects in any way Employee's at-will status.

J. This Agreement constitutes the entire Agreement between the Company and Employee with respect to the subject matter herein and supersedes all prior agreements or understandings with respect to the subject matter herein.

ANDREW CORPORATION

By: _____

Title: _____

EMPLOYEE

Date: 11/30/07

*Attach Exhibit A if Employee has pre-existing inventions to disclose.