

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4855637

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GRAEME SANDWITH	02/10/2015
RECEIVING PARTY DATA		
Name:	AMPHENOL CORPORATION	
Street Address:	358 HALL AVENUE	
City:	WALLINGFORD	
State/Country:	CONNECTICUT	
Postal Code:	06492	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15695511
CORRESPONDENCE DATA		
Fax Number:	(202)772-5858	
<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:	2024202200	
Email:	lhayes@blankrome.com	
Correspondent Name:	BLANK ROME LLP	
Address Line 1:	1825 EYE STREET, NW	
Address Line 4:	WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	146545.00150	
NAME OF SUBMITTER:	TARA L. MARCUS	
SIGNATURE:	/Tara L. Marcus/	
DATE SIGNED:	03/07/2018	
Total Attachments: 9		
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AMPHENOL CORPORATION

INTELLECTUAL PROPERTY AGREEMENT

In consideration of my employment – and of my continued employment – and my compensation, increases in compensation and the equipment, materials, facilities and Amphenol's Confidential Information supplied to and to be supplied to me, Amphenol and I understand and agree that:

1. **Records of Invention.** I will keep complete and current written records of all Inventions and Works of Authorship (including illustrations, writings, mask works, software and computer programs) I make during the period of time I am employed by Amphenol and promptly and completely disclose all such Inventions in writing to Amphenol for the purpose of adequately determining Amphenol's rights in each such Invention and Works of Authorship. I will supplement any such disclosures to the extent Amphenol may request. If I have any doubt as to whether or not to disclose an Invention or Work of Authorship to Amphenol, I will disclose it. In this connection, I will not file any patent application relating to any Invention I make during the period of time I am employed by Amphenol without the prior written approval of Amphenol's Legal Department.
2. **Ownership of Inventions.** Each and every Invention and Work of Authorship I make during the period of time I am employed by Amphenol which (a) relates to the business of Amphenol or to Amphenol's actual or demonstrably anticipated research or development, (b) results from any work I perform for Amphenol, or (c) relates to Amphenol's Confidential Information, is the sole and exclusive property of Amphenol and I will assign my entire right, title and interest in each such Invention or Work of Authorship to Amphenol, except those excluded from any obligation to assign to Amphenol as a matter of law existing at the time such Invention is made. If I assert any property right in an Invention I make during the period of time I am employed by Amphenol as provided by law, I will promptly notify the Company's legal counsel in writing.
3. **Disclosure of Invention After Termination.** I will promptly and completely disclose in writing to the Company's legal counsel, all Inventions which I make during the one (1) year immediately following the end of my employment with Amphenol which (a) relate to the business of Amphenol or to Amphenol's actual or demonstrably anticipated research or development, (b) results from work I performed for Amphenol, or (c) relates to Amphenol's Confidential Information, for the purpose of determining Amphenol's rights in each such Invention. During this period, I will not file any patent application relating to any such Invention without the prior written consent of the Company's legal counsel. If I am unable to prove that I made the Invention entirely after leaving Amphenol's employment or if

I am unable to prove that the Invention does not in any way relate to my work assignment at Amphenol, to Amphenol's business or to Amphenol's Confidential Information, the Invention is presumed to be the property of Amphenol. I acknowledge that the conditions of this paragraph are no greater than is necessary for protecting Amphenol's interest and rights with respect Amphenol's Confidential Information and in Inventions to which it is rightfully entitled. I agree to assign to Amphenol all of my interest in such Inventions belonging to Amphenol and I will execute any papers and do any acts which Amphenol considers necessary to secure to it any and all rights relating to such Inventions.

4. **Cooperation with Amphenol.** I will assist and fully cooperate with Amphenol in obtaining and maintaining the fullest measure of legal protection which Amphenol elects to obtain and maintain for Inventions and Work of Authorship in which it has property right. I will execute any lawful document Amphenol requests me to execute relating to obtaining and maintaining legal protection for any said Invention and Work of Authorship (including, but not limited to, executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony relating to any such Invention or Work of Authorship.
5. **Pre-employment Inventions.** On Schedule A (an integral part of this Agreement on Page 8) I have completely identified, without disclosing any trade secret or other confidential information of a former employer every Invention I made before my employment by Amphenol in which I have ownership interest, and which is not the subject matter of an issued patent or printed publication at the time I sign this Agreement. If I become aware of any anticipated or actual use of any such Invention by Amphenol, I will promptly notify Amphenol 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 printed publication at the time I sign this Agreement, I will not assert any rights against Amphenol with respect to any Invention made before my employment with Amphenol.
6. **Amphenol's Confidential Information.** During the period of time I am employed by Amphenol and after that employment, I will not, directly or indirectly, use Amphenol's Confidential Information except in the furtherance of Amphenol's business nor will I disclose or disseminate Amphenol's Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Amphenol without the prior written consent of Amphenol, unless the specific items of Amphenol's Confidential Information is now in, or hereafter (through no breach of this Agreement) becomes part of the public domain; provided, however, I agree that the provisions of this Agreement shall not be construed to constitute:
 - a) a waiver by Amphenol of any of its rights in, or to protect specific terms of, Amphenol's Confidential Information which constitutes trade secrets, or

- b) a release, of or limit to, any obligation not to disclose or misappropriate any such Amphenol trade secrets, during or after my employment with Amphenol. I understand that such use, disclosure or dissemination of Amphenol's Confidential Information would allow confidential information to become accessible to and may reasonably be considered useful to a competitor of Amphenol or to a third party which would be assisted in becoming a competitor of Amphenol. I will execute any agreement relating to the protection of Amphenol's Confidential Information or the confidential information of any third party with whom Amphenol is under legal obligation to protect the third party's confidential information if Amphenol requests.

During the period that I am employed by Amphenol I will not, except in the performance of my duties for Amphenol, directly or indirectly, engage in the production, development, sale or distribution of any product produced, sold or distributed by Amphenol or which is in development by Amphenol.

If my employment with Amphenol is involuntarily terminated for Cause or is voluntarily terminated without Good Reason, I will not, without the prior written consent of Amphenol, for a period of one year following said termination, directly or indirectly, engage in the production, development, sale or distribution of any product produced, sold or distributed by Amphenol or which was in development by Amphenol at the time of my termination. If my employment with Amphenol is involuntarily terminated without Cause or is voluntarily terminated with Good Reason and if Amphenol agrees to continue to pay me at a rate equal to fifty percent (50%) of my base salary for a period of one (1) year (which one (1) year period may be extended to two (2) years as set forth below) following said termination, I will not, directly or indirectly, engage in the production, development, sale or distribution of any product produced, sold or distributed by Amphenol or which is in development by Amphenol at the time of my termination. If within nine (9) months of the termination of my employment without Cause or for Good Reason Amphenol gives me notice of its desire that my undertaking not to compete or to work for a competitor of Amphenol be extended beyond one year and if Amphenol agrees to continue to pay me at a rate equal to fifty percent (50%) of my base salary for an additional one year period, I will not for said additional one year period, directly or indirectly, engage in the production, development, sale or distribution of any product produced, sold or distributed by Amphenol or which was in development by Amphenol at the time of my termination. It is understood that, regardless of the reason for the termination of my employment and regardless of whether Amphenol elects to continue paying me for any period of time pursuant to this provision following the termination of my employment, all benefits provided to me by or through Amphenol, except as required by applicable law, shall cease upon the termination of my employment.

It is understood that the phrase "directly or indirectly, engage in" as used in this paragraph includes, without limitation, any direct or indirect ownership or profit participation interest in an enterprise, whether as an owner, stockholder, partner,

joint venturer or lender, and includes any direct or indirect participation in an enterprise, regardless of the amount of compensation received, if any, as an employee, consultant, independent contractor, licensor of technology or otherwise.

Without limiting the foregoing, for a period of one (1) year following the termination of my employment with Amphenol for whatever reason whatsoever, I will not attempt to divert nor assist others to divert any Amphenol business by soliciting, contacting or communicating with any customers of Amphenol's products with whom I had contact during the year preceding termination of my employment. Furthermore, for a period of two (2) years following the termination of my employment with Amphenol for whatever reason whatsoever, I will not, directly or indirectly, solicit, induce, attempt to induce or assist others in attempting to induce any employee of Amphenol to leave the employment of Amphenol or to accept employment or affiliation with any other company or firm of which I am an employee, owner, partner or consultant.

I acknowledge and agree that all documents and tangible things embodying or containing Amphenol's Confidential Information are and shall remain Amphenol's exclusive property. I shall have access to such Confidential Information solely for performing the duties of my employment by Amphenol. I will protect the confidentiality of all such documentation and I will return all copies, facsimiles and specimens of such documentation (including excerpts or portion thereof) and any other forms of Amphenol's Confidential Information in my possession, custody or control to Amphenol before leaving the employment of Amphenol.

7. **Breach of Contract.** I recognize that irreparable and incalculable injury may result to Amphenol, its business and property, in the event of a breach by me of the restrictions imposed by this Agreement. I therefore agree that in the event of any such breach, Amphenol shall be entitled, in addition to any other remedies and damages, to an injunction restraining further violation of such restrictions by me and by any other person for whom I may be acting or who is acting for me or in concert with me. If Amphenol is awarded an injunction or other remedy in connection with the enforcement of such restrictions, I further agree to pay all costs and expenses (including attorney's fees) reasonably incurred by Amphenol in such enforcement effort.
8. **Confirmation/Understanding of Agreement.** By entering into this Agreement, I acknowledge that: (i) I am or within a short period of time shall be familiar with the nature of Amphenol's business; (ii) I have read and understand the nature and scope of the restrictions set forth in this Agreement; and (iii) Amphenol has invested and will continue to invest substantial effort and sums of money to develop and promote Amphenol products, services and goodwill together with Confidential Information.

I THEREFORE ACKNOWLEDGE AND REPRESENT THAT THE SCOPE OF SUCH RESTRICTIONS ARE APPROPRIATE, NECESSARY AND

REASONABLE FOR THE PROTECTION OF THE BUSINESS, GOODWILL AND PROPERTY RIGHTS OF AMPHENOL AND WILL NOT PREVENT OR HINDER ME FROM EARNING A LIVING IN THE EVENT OF, AND AFTER, TERMINATION OF MY EMPLOYMENT WITH AMPHENOL.

9. **Confidential Information from Previous Employment.** I certify that I have not, and will not, disclose or use during my employment with Amphenol, any confidential information which I acquired as a result of any previous employment or under a contractual obligation of confidentiality before my employment by Amphenol.
10. **Prior Restrictive Obligations.** On Schedule B (an integral part of this Agreement on Page 9) I have completely identified all prior obligations (written and oral), such as confidentiality agreements or covenants restricting future employment, that I have entered into which may restrict my ability to perform the duties of my employment by Amphenol. I agree to indemnify and hold Amphenol harmless from all liabilities and expenses resulting from my failure to identify all my prior obligations.
11. **Notice to Future Employers.** For the period of two (2) years immediately following the end of my employment by Amphenol, I will inform each new employer, prior to my employment, of the existence of this Agreement and provide the employer with a copy of this Agreement. I further agree that Amphenol may, if it so desires, send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer or prospective employer.
12. **Miscellaneous.** This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Amphenol and its successors and assigns.

Only a written amendment executed by both myself and Amphenol can constitute a waiver or modification of any provision of this Agreement.

This Agreement becomes effective when I sign it. My obligations hereunder continue throughout the entire period of time I am employed by Amphenol, without regard to the business organization within Amphenol with which I am associated. These obligations will continue after, and survive, the end of my employment by Amphenol. 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 Amphenol just as though I had executed this Agreement on the first day except that such replacement shall not affect the rights and obligations of me or Amphenol arising out of any such prior agreement, which rights and obligations shall continue to be in effect for that purpose.

If a court of competent jurisdiction determines that any portion of this Agreement is illegal, invalid or unenforceable, then that portion shall be considered to be

removed from the Agreement and it shall not affect the legality, validity or enforceability of the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect. This Agreement shall be governed by, and construed under, the laws of the state in which it is executed.

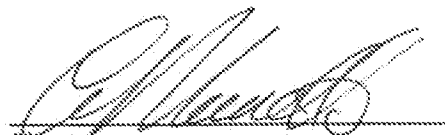
13. Definitions.

- a) "Amphenol" collectively identifies Amphenol Corporation, a Delaware Corporation having a place of business at 358 Hall Avenue, Wallingford, Connecticut its predecessors, designees, and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and any other related business units;
- b) "Cause" means (i) the Employee's willful and continued failure to perform the Employee's duties with respect to Amphenol which continues beyond ten (10) days after a written demand for substantial performance is delivered to the Employee by Amphenol or (ii) misconduct by the Employee (x) involving dishonesty or breach of trust in connection with the Employee's employment with Amphenol or (y) involving conduct which would be a reasonable basis for an indictment of the Employee for a felony or for a misdemeanor involving moral turpitude or (z) which results in a demonstrable injury to Amphenol;
- c) "Confidential Information" is any information used in Amphenol's business which gives Amphenol an advantage over competitors who do not know or use such information (for example, a formula, manufacturing process, manufacturing equipment, proprietary compound, customer list, supplier list, employee information, marketing plans, financial data, business data, etc.) and includes not only Amphenol-CONFIDENTIAL-designated information but also Amphenol's other trade secrets and other confidential or proprietary information, or confidential information entrusted to it;
- d) "Good Reason" means (i) a reduction in the Employee's base salary (other than a broad based salary reduction program affecting many members of management), (ii) a substantial reduction in the Employee's duties and responsibilities other than as approved by the Chief Executive Officer of Amphenol as of the date of this Agreement, (iii) the elimination or reduction of the Employee's eligibility to participate in Amphenol's benefit programs that is inconsistent with the eligibility of similarly situated employees of Amphenol to participate therein, or (iv) a transfer of the Employee's primary workplace by more than fifty (50) miles from the workplace as of the date of this Agreement;
- e) "Invention" includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property - whether or not any of the foregoing constitutes trade secrets or other confidential or proprietary information;

- f) "Make" or "Made" when used in reference an Invention or Inventions includes any one or any combination of (i) conception; (ii) reduction to practice, or (iii) development of, any Invention and is without regard to whether I am sole or joint inventor.

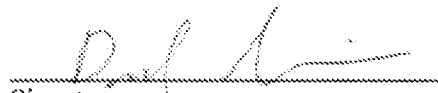
EMPLOYEE

AMPHENOL CORPORATION


Signature

Graeme Sandwith
Print Name

Feb. 10, 2015
Date


Signature

VP, HR
Title


Feb. 10, 2015
Date

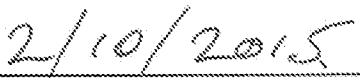
SCHEDULE A

PRE-EMPLOYMENT INVENTIONS

Note: Please describe each Invention you made prior to your employment by Amphenol in which you have an ownership interest and which is not the subject matter of an issued patent or printed publication at the time you sign this Agreement. **DO NOT DISCLOSE CONFIDENTIAL INFORMATION.**

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Initial


Date

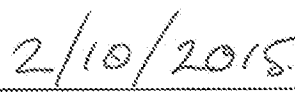
SCHEDULE B

PRIOR RESTRICTIVE OBLIGATIONS

Please identify all prior restrictive obligations (written and oral), such as confidentiality agreements or covenants restricting future employment that are in effect and which may restrict your ability of perform the duties of employment by Amphenol.



Initial



Date