## 505109676 09/25/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT5156436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYAN	CE: ASSIGNMENT		
CONVEYING PARTY DA	ΓΑ		
	Name	Execution Date	
THANH NGAN TRUONG	12/06/2017		
KATIE GRAMS URBANS	12/20/2017		
WALTER HENDRIK SIGT	10/23/2017		
CHRISTIAN JAMES KULUS		08/07/2001	
RECEIVING PARTY DAT Name:	A FISHER-ROSEMOUNT SYSTEMS, INC.		
Street Address:	EMERSON PROCESS MANAGEMENT		
Internal Address:	1100 W LOUIS HENNA BLVD, BUILDING 1		
City:	ROUND ROCK		

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15299679

TEXAS

78681

### **CORRESPONDENCE DATA**

Fax Number:

State/Country:

**Postal Code:** 

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.

Phone:	3124746300	
Email:	docket@marshallip.com	
Correspondent Name:	MARSHALL, GERSTEIN & BORUN LLP	
Address Line 1:	233 SOUTH WACKER DRIVE	
Address Line 2:	SUITE 6300	
Address Line 4:	CHICAGO, ILLINOIS 60606	

ATTORNEY DOCKET NUMBER:	06005/593541	
NAME OF SUBMITTER:	NICK FAIRMAN	
SIGNATURE:	/Nick Fairman/	
DATE SIGNED:	09/25/2018	
Total Attachments: 11		

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#### ASSIGNMENT

Appl. No.: 15/299,679

Filed: October 21, 2016

Title:

APPARATUS AND METHOD FOR DYNAMIC DEVICE DESCRIPTION LANGUAGE MENUS

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Christian James Kulus, Walter Hendrik Sigtermans, Thanh Ngan Truong, and Katie Grams Frost ("Assignor") agrees to assign and hereby does assign to FISHER-ROSEMOUNT SYSTEMS, INC., Emerson Process Management, 1100 W Louis Henna Blvd, Building 1, Round Rock, Texas 78681-7430 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

(i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,

(ii) in and to all patents issuing on any of the foregoing,

(iii) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,

(iv) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and

 (v) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

(b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

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(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

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### PATENT REEL: 046958 FRAME: 0757

V	VITNESS my	hand this		6th day of	December	2017.
State of County of		nesota akota		<u>the</u> Thanh Ngar		ionf
	On this	6th	day of	December	2017 hatara	

On this day of day of Vecenber, Public in and for the County and State aforesaid, appeared Thanh Ngan Truong, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

01-31-2020

6A

Notary Public



### ASSIGNMENT

.ppl. No.:	15/299,679
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Filed: October 21, 2016

Title:

#### APPARATUS AND METHOD FOR DYNAMIC DEVICE DESCRIPTION LANGUAGE MENUS

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in and to the Application and all other applications anywhere in the world that have been or may (i) be filed on said inventions and/or naming Assignor as an inventor of said inventions,

> in and to all patents issuing on any of the foregoing, (ii)

(iii) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, . oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,

to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, (iv) present, and future infringement and/or misappropriation of any of the foregoing, and

of priority including, but without limitation, the right to claim priority benefit of or to the (v) Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as (a) a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and (b) interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

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REEL: 046958 FRAME: 0759

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

06005/593541

### PATENT REEL: 046958 FRAME: 0760

Date:

12/20/17

h. M.

Katle Grams Urbanski

06005/593541

### PATENT REEL: 046958 FRAME: 0761

#### ASSIGNMENT

Appl. No.: 15/299,679

Filed: October 21, 2016

Title:

APPARATUS AND METHOD FOR DYNAMIC DEVICE DESCRIPTION LANGUAGE MENUS

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(i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,

(ii) in and to all patents issuing on any of the foregoing,

(iii) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,

(iv) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and

 (v) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

(b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

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06005/593541

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

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### PATENT REEL: 046958 FRAME: 0763

WIT	NESS my hand this	23 day of 6CT, 2017.
State of County of	MINNESOTA HENNEPIN.	Walter Hendrik Sigtermans

On this 23 day of OC+ObW, 20/7, before me, a Notary Public in and for the County and State aforesaid, appeared Walter Hendrik Sigtermans, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

1/31/21

My Commission Expires:

1 / allo Notary Public



06005/593541

### FISHER-ROSEMOUNT PERFORMANCE TECHNOLOGIES DIVISION

#### AGREEMENT

In consideration of the compensation and other benefits of my employment and continued employment by Fisher-Rosemount Performance Technologies Division and of other valuable consideration, I agree as follows:

#### EMPLOYMENT

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

During my PTD employment, I shall devote my working time and best efforts to the service of PTD and shall comply with the policies and procedures of PTD and I shall not engage in planning or other business or technical activity, competitive with or in conflict with the business interests of PTD.

### Confidential Information

As used herein, "Confidential Information" means all technical and business information of PTD, 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 PTD, 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 PTD 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 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 PTD duties.

I shall deliver promptly to PTD, at the termination of my employment, or at any other time at PTD's request, without retaining any copies, all documents or other material in my possession relating, directly or indirectly, to 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 PTD, Emerson or any Subsidiary has a business relationship.

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

### Ideas, Inventions or Discoveries

I shall promptly disclose to PTD 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 PTD.
- (b) are based on my knowledge of the actual or anticipated business or interests of PTD; or
- (c) are aided by the use of time, materials, facilities or information of PTD.

I hereby assign to PTD, or its nominee, without further compensation, all of my rights, title and interest in all such ideas, inventions or discoveries in all countries of the world.

Without further compensation but at PTD'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 PTD to

enable PTD to obtain, maintain, and enforce protection of such ideas, inventions and discoveries for and in the name of PTD, 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 PTD 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 PTD.

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

### Copyrights

I shall promptly disclose to PTD all copyrightable material relating to the business of PTD which I produce, compose, or write individually or in collaboration with others while employed by PTD, whether made on my time or the time of PTD, and all such copyrightable material shall be the sole and exclusive property of PTD or its nominee. During the term of my employment thereafter whenever deemed necessary to assign my interest in such copyrightable material in all countries, all expenses reasonably incurred by me at the request of PTD to be borne by PTD.

#### Miscellaneous

This Agreement shall be construed under the laws of the State of Minnesota and shall be binding upon and enforceable against my heir and legal representatives and the assignces of ideas, inventions or discoveries 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 PTD, but shall not relieve me from obligations incurred under 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 I am transferred from PTD to the employment of another company that is a Subsidiary or is Emerson or PTD 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 PTD for all purposes hereunder and shall have the right to enforce this Agreement as my employer. In the event of subsequent transfer, my new employer shall succeed to all rights under this Agreement so long as such employer shall be PTD, Emerson or one of their Subsidiaries and so long as this Agreement has not been superseded.

This Agreement is signed in duplicate, as of the 7 day of  $A_{VG}UG$ , 200 1.

Fisher-Rosemount Performance Technologies Div. OR (Name of Subsidiary By: Ву: 🔍 (Signature (Signature) Name: Name: (type) (type) Title Title Date: Date: Location Location

# PATENT REEL: 046958 FRAME: 0766

**RECORDED: 09/25/2018**