

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5217620

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KYLE C. ANDERSON	09/21/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MILWAUKEE ELECTRIC TOOL CORPORATION	
<b>Street Address:</b>	13135 WEST LISBON ROAD	
<b>City:</b>	BROOKFIELD	
<b>State/Country:</b>	WISCONSIN	
<b>Postal Code:</b>	53005	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15980802	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(414)298-8097	
<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>		
<b>Email:</b>	ipadmin@reinhardt.com	
<b>Correspondent Name:</b>	JAMES D. BORCHARDT	
<b>Address Line 1:</b>	1000 NORTH WATER STREET	
<b>Address Line 2:</b>	SUITE 1700	
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202	
<b>ATTORNEY DOCKET NUMBER:</b>	066749-1699	
<b>NAME OF SUBMITTER:</b>	JAMES D. BORCHARDT	
<b>SIGNATURE:</b>	/James D. Borchardt/	
<b>DATE SIGNED:</b>	11/01/2018	
<b>Total Attachments: 12</b>		
source=Redacted - Anderson Employment Agreement#page1.tif		
source=Redacted - Anderson Employment Agreement#page2.tif		
source=Redacted - Anderson Employment Agreement#page3.tif		
source=Redacted - Anderson Employment Agreement#page4.tif		
source=Redacted - Anderson Employment Agreement#page5.tif		
source=Redacted - Anderson Employment Agreement#page6.tif		

source=Redacted - Anderson Employment Agreement#page7.tif  
source=Redacted - Anderson Employment Agreement#page8.tif  
source=Redacted - Anderson Employment Agreement#page9.tif  
source=Redacted - Anderson Employment Agreement#page10.tif  
source=Redacted - Anderson Employment Agreement#page11.tif  
source=Redacted - Anderson Employment Agreement#page12.tif

## AGREEMENT LIMITING CERTAIN UNFAIR ACTIVITIES

This Agreement Limiting Certain Unfair Activities ("Agreement") is entered into by and among Milwaukee Electric Tool Corporation ("METCO" or the "Company") and Kyle C. Anderson ("Employee") (together, the "Parties").

### RECITALS

The Company desires to employ or continue to employ the Employee on an at-will basis and to set forth the terms and conditions of the Employee's employment, and the Employee desires to be employed or to continue to be employed by the Company on an at-will basis on the terms and conditions set forth in this Agreement; and

The Company would not employ or may not continue to employ Employee in his or her current position if Employee did not accept the terms outlined herein.

THE EMPLOYEE HAS REVIEWED THE MATTERS RECITED IN THE PARAGRAPHS ABOVE AND CONFIRMS THAT HE/SHE AGREES WITH THE ABOVE RECITALS.

### TERMS AND CONDITIONS

In consideration of the foregoing recitals and of the promises and covenants set forth herein, in exchange for Employee's access or continued access to the Company's and/or Affiliated Company's customer relationships, good will, Confidential Information or Trade Secrets; Employee's at-will employment or continued at-will employment with the Company; and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms have the definitions set forth in Paragraph 24 of this Agreement, which begins on page 5.

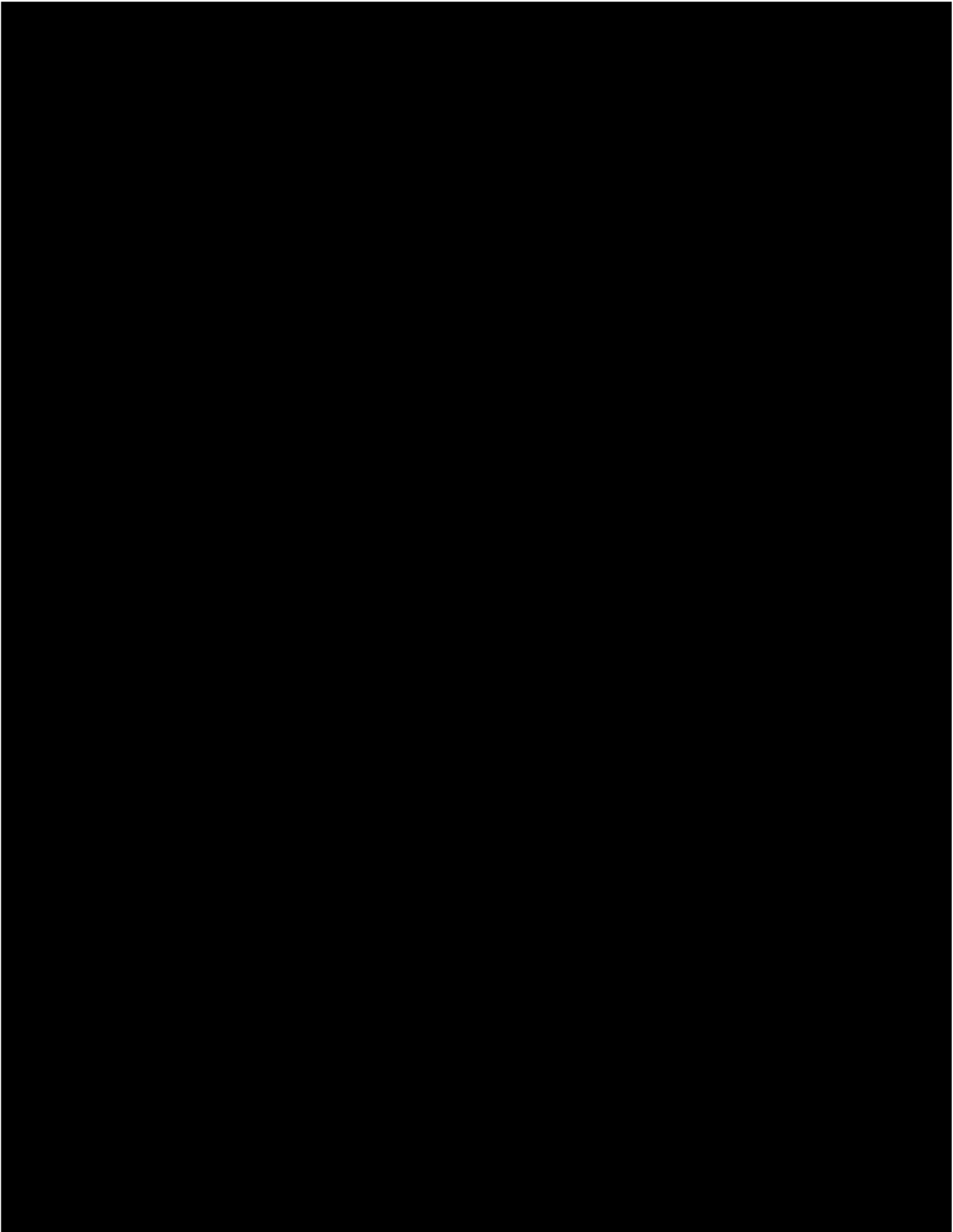
066016-0002\8975848.1

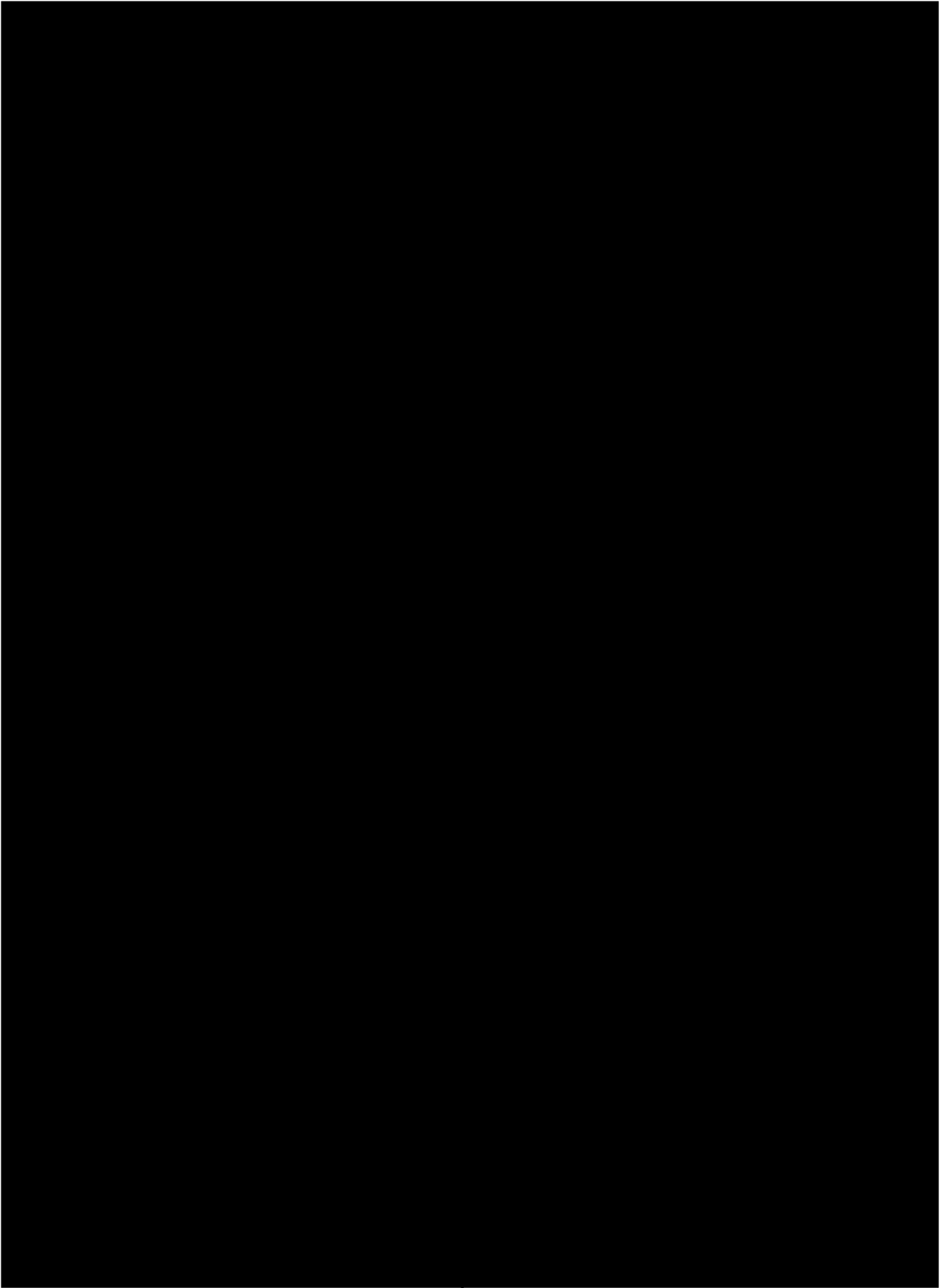
5. **Proprietary Creations.** "Proprietary Creations" means inventions, discoveries, designs, improvements, creations, and works conceived, authored, or developed by Employee, either individually or with others, any time during Employee's employment with the Company that: (a) relate to the Company's or Affiliated Company's current or contemplated business or activities; (b) relate to the Company's or Affiliated Company's actual or demonstrably anticipated research or development; (c) result from any work performed by Employee for the Company or Affiliated Company; (d) involve the use of the Company's or Affiliated Company's equipment, supplies, facilities or Trade Secrets; (e) result from or are suggested by any work done by the Company or Affiliated Company or at the Company's request, or any projects specifically assigned to Employee; or (f) result from Employee's access to any of the Company's or Affiliated Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials. All Proprietary Creations are the sole and exclusive property of the Company or Affiliated Company whether patentable or registrable or not, and Employee assigns all rights, title and interest in same to the Company or Affiliated Company.

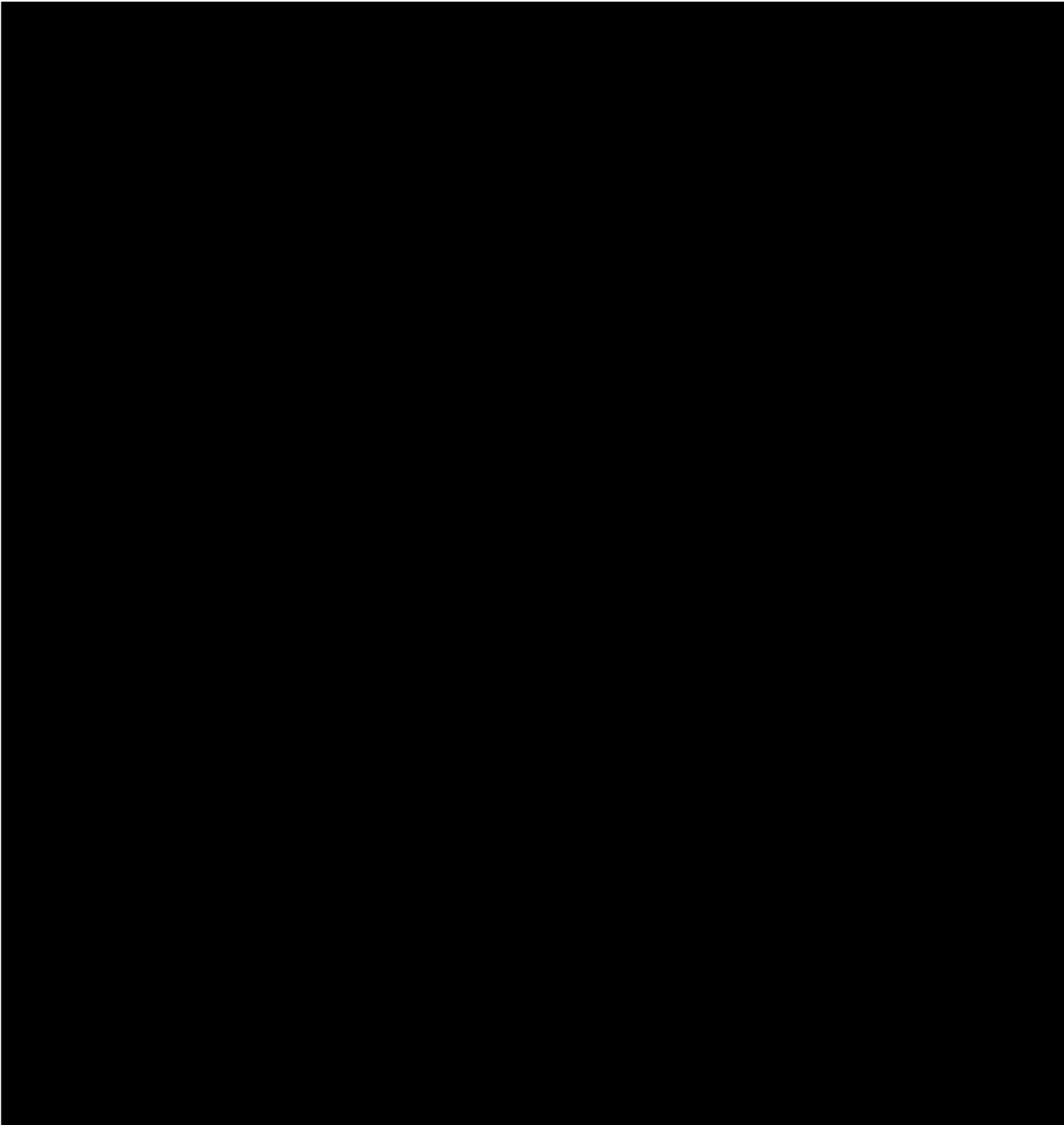
All Proprietary Creations which are copyrightable shall be considered "work(s) made for hire" as that term is defined by U.S. Copyright Law. If for any reason a U.S. court of competent jurisdiction determines such Proprietary Creations not to be works made for hire, Employee will assign all rights, title and interest in such works to the Company and, to the extent permitted by law, Employee hereby assigns such rights, title and interest in such Proprietary Creations to the Company. Employee will promptly disclose all Proprietary Creations to the Company and, if requested to do so, provide the Company a written description or copy thereof.

No provision in this Agreement requires Employee to assign any of his or her rights to an invention if that invention qualifies for exclusion under the applicable law of the state in which the Employee is a resident, which may be amended from time to time. Employee is not required to assign rights to any invention for which no equipment, supplies, facility, or trade secret information of the Company or Affiliated Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of the Company or Affiliated Company or (ii) to the Company's or Affiliated Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company or Affiliated Company.

In the event Proprietary Creations should be assigned or transferred to a parent, subsidiary or related entity of the Company, or an entity owned (in whole or in part) by the Company, the Company shall make this determination and shall make the appropriate assignment or transfer or shall direct Employee to make such assignment or transfer, and Employee shall cooperate with the Company in making such assignment or transfer.





- 
- (a) **"Affiliated Companies"** means Techtronic Industries North America, Inc. and any of its parent, subsidiary or affiliated companies.
  - (b) **"Competing Product"** means any product or service which is sold or provided in competition with a product or service that is, as of the end of Employee's employment with Company, either (a) sold or provided by the Company or its Affiliated Companies or (b) is in the process of development for sale by the Company or its Affiliated Companies within twelve months after the end of Employee's employment with Company; provided,

however, the term Competing Product is limited to products or services sold or provided in competition with products or services which:

- (i) Employee sold or provided on behalf of the Company or its Affiliated Companies;
- (ii) one or more Company employees or business units managed or directed by Employee sold or provided on behalf of the Company or its Affiliated Companies;
- (iii) were designed, developed, tested, distributed, marketed, provided or produced by Employee (individually or in collaboration with other Company or Affiliated Company employees) or one or more Company or Affiliated Company employees or business units managed or directed by Employee; or
- (iv) which were designed, tested, developed, distributed, marketed, produced, sold or provided by the Company or its Affiliated Companies with management or executive support from Employee,

at any time during the twelve months immediately preceding the end of Employee's employment with the Company.

- (d) **"Confidential Information"** means information (to the extent it is not a Trade Secret), whether oral, written, recorded, magnetically or electronically or otherwise stored, and whether originated by the Employee or otherwise coming into the possession or knowledge of the Employee, which is possessed by or developed for the Company or its Affiliated Companies and which relates to the Company's or its Affiliated Companies' existing or potential business, which information is not reasonably ascertainable by the Company's or its Affiliated Companies' competitors or by the general public through lawful means, and which information the Company or its Affiliated Companies treats as confidential, including information regarding the Company's or its Affiliated Companies' business affairs, plans, strategies, products, designs, finances, computer programs, research, customers, purchasing, marketing, and other information.

The Parties hereto have executed this Agreement as of the date set forth next to the Employee's name and signature below.

Milwaukee Electric Tool Corporation

By:

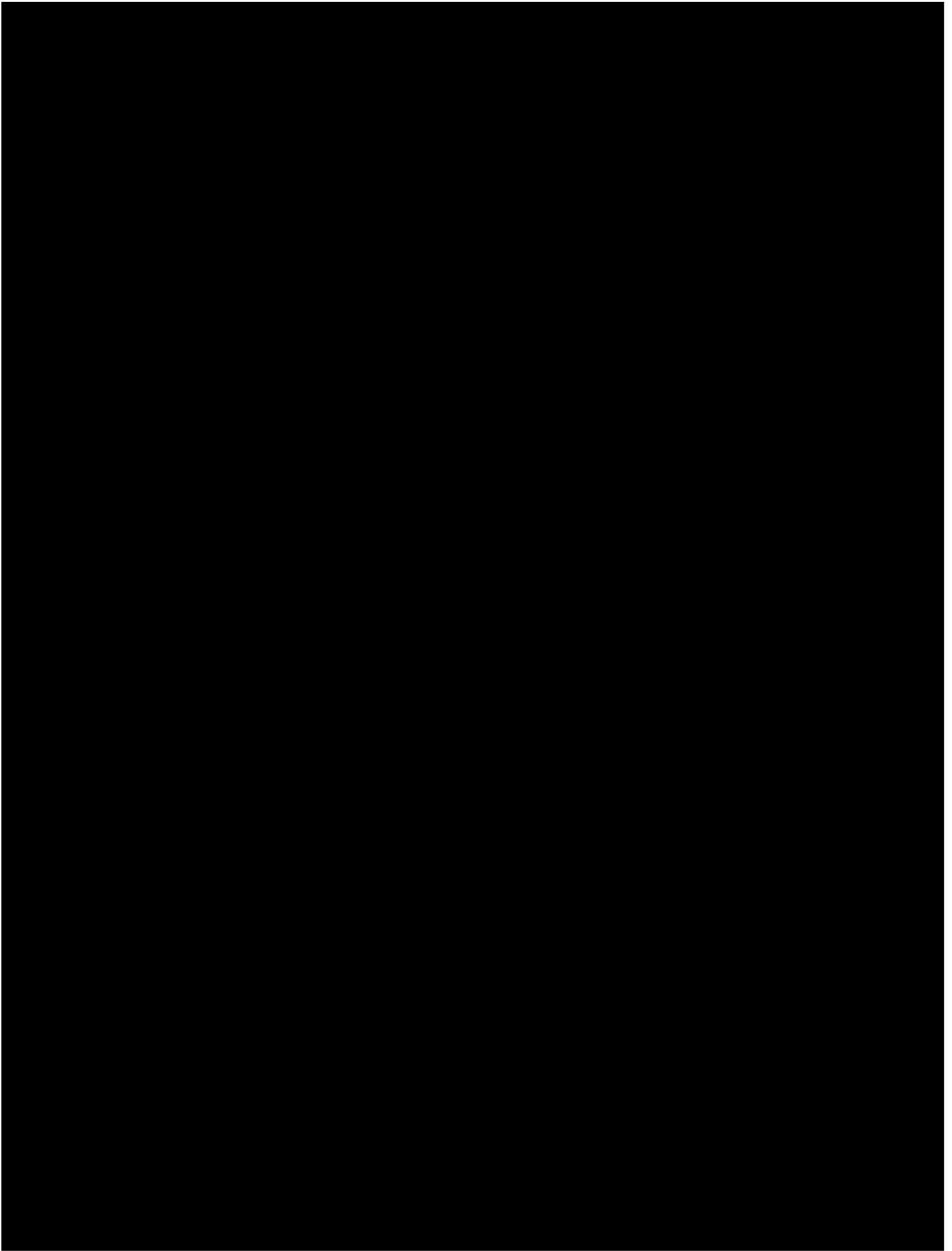
*[Signature]*  
*Kyle C. Anderson*  
Employee Signature

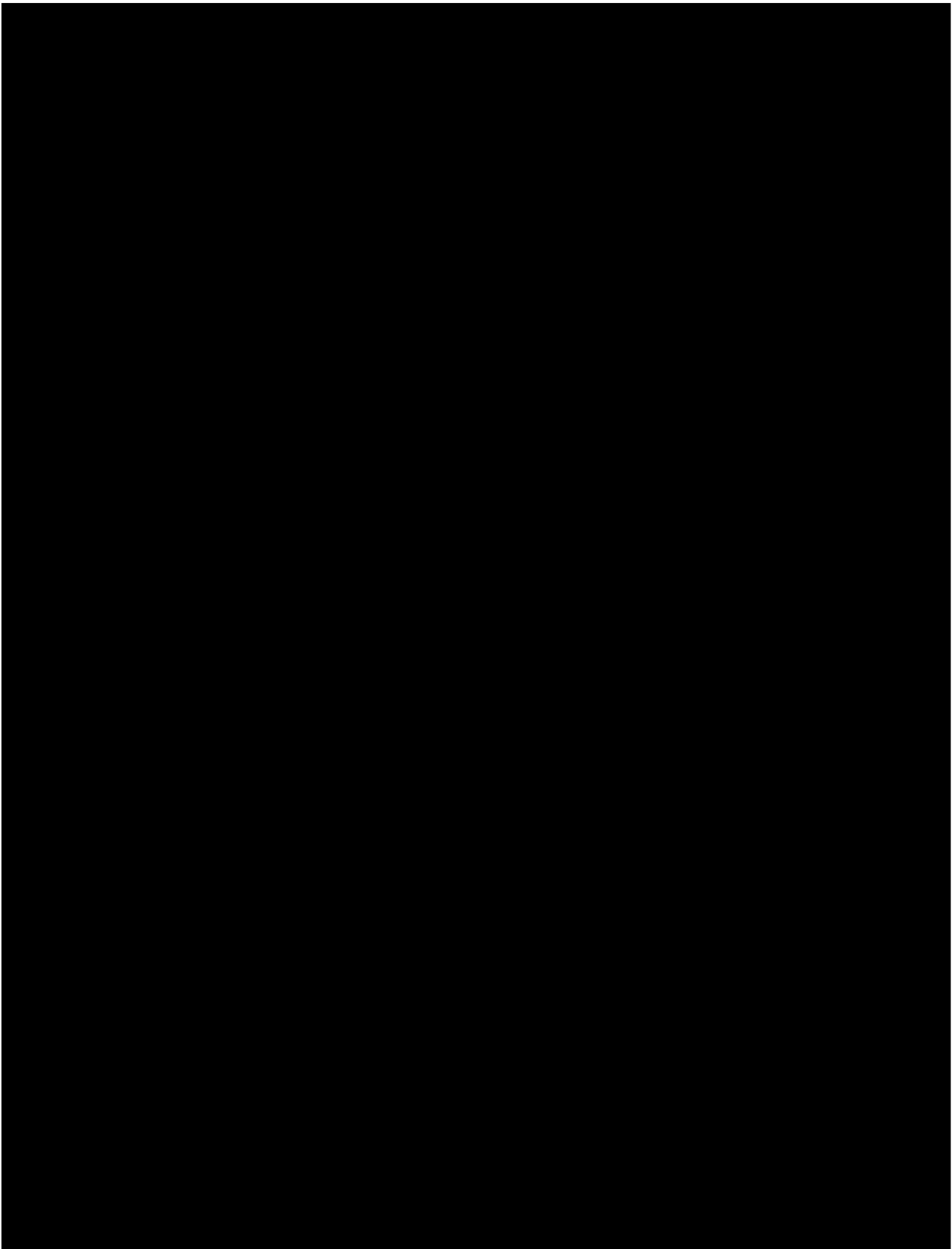
Date

Date

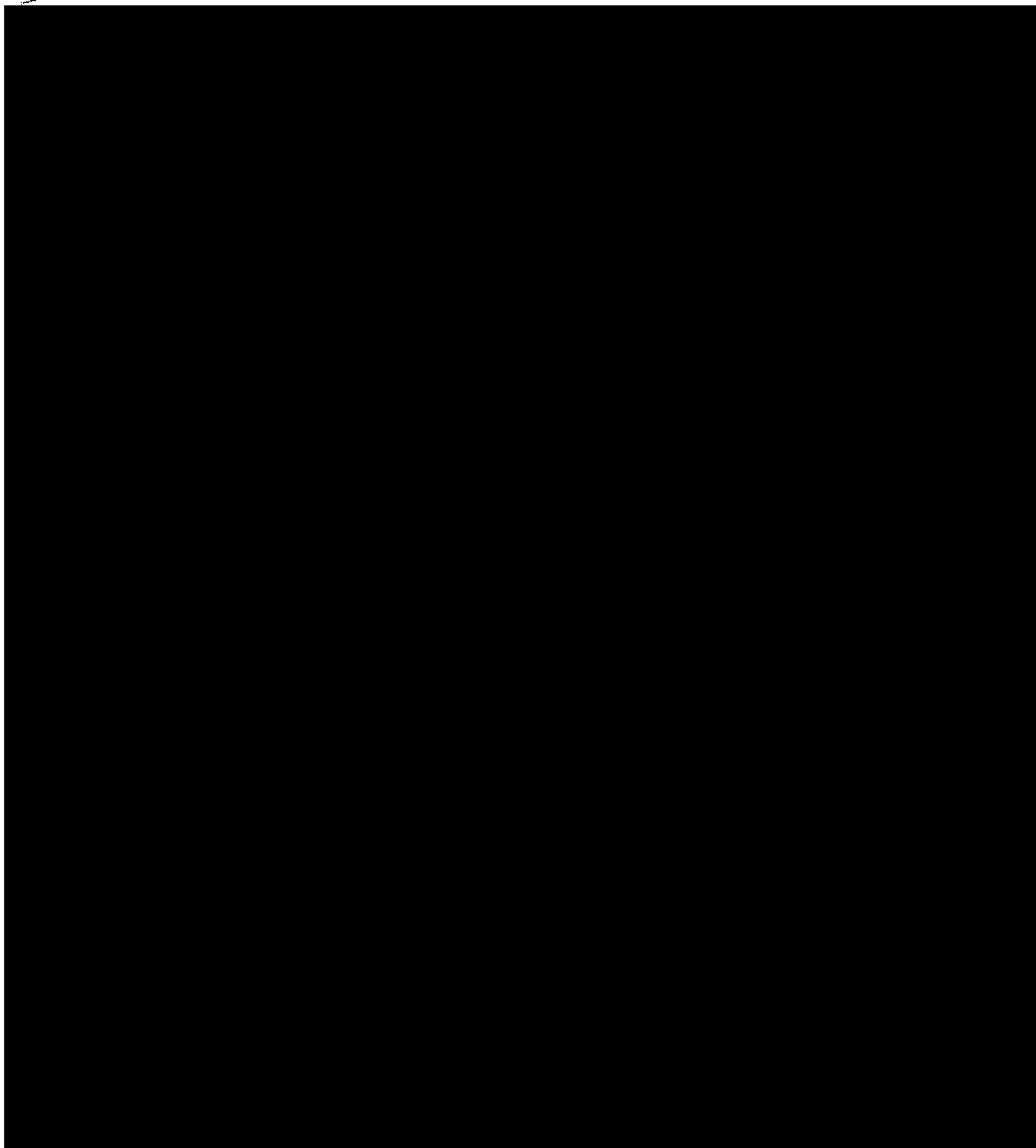
Printed  
Name:

Kyle C. Anderson



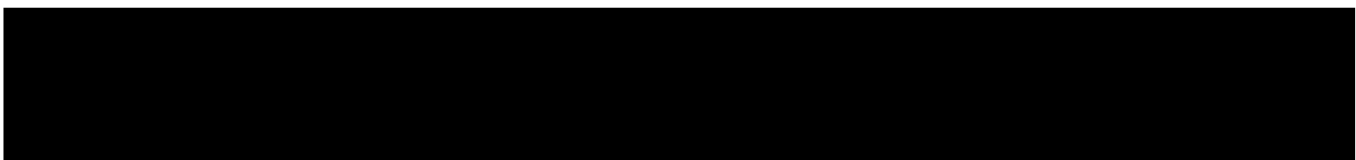


*Milwaukee*

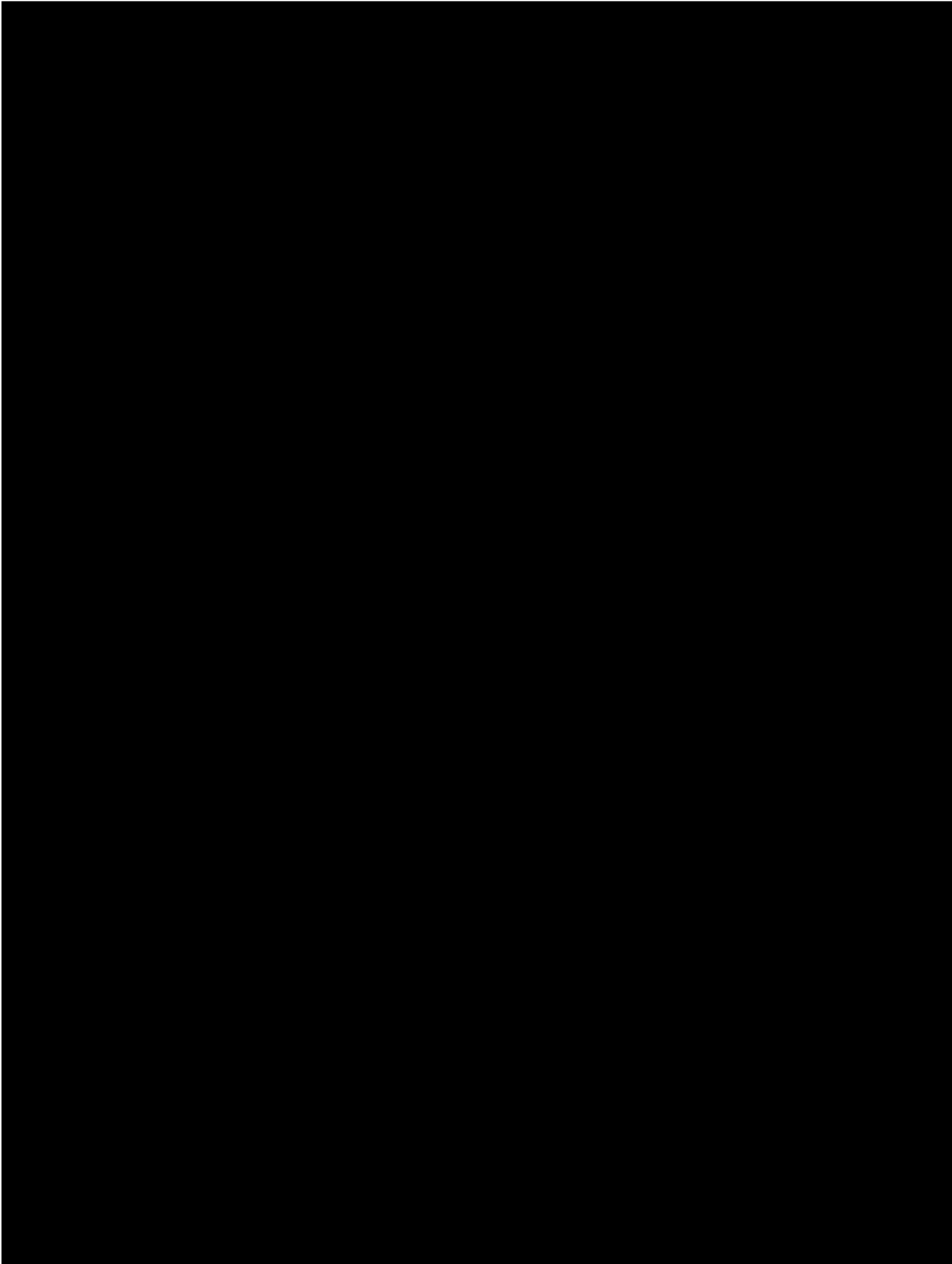


Acknowledged Receipt by: *W. C. Clark*

Date: 9/21/15



*Milwaukee*



PATENT

RECORDED: 11/01/2018

REEL: 047384 FRAME: 0075