

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2


EPAS ID: PAT5565541

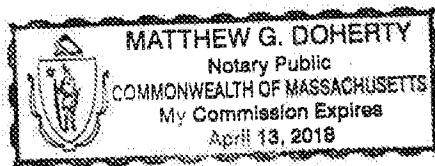
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GUSTAVO LEON	08/27/2008
RECEIVING PARTY DATA	
Name:	TYCO FIRE & SECURITY GMBH
Street Address:	VICTOR VON BRUNS-STRASSE 21
City:	8212 NEUHAUSEN AM RHEINFALL
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14464091
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<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:	2026725300
Email:	ipdocketing@foley.com, nlim@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET N.W.
Address Line 2:	SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007-5109
ATTORNEY DOCKET NUMBER:	116048-0286
NAME OF SUBMITTER:	JOSEPH N. ZIEBERT
SIGNATURE:	/Joseph N. Ziebert/
DATE SIGNED:	06/11/2019
Total Attachments: 6	
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United States of America
Commonwealth of Massachusetts } ss.
County of Suffolk }

On this eighth day of May 2017, I certify that the attached document is a true, exact, complete and unaltered copy made by me of the executed Employment Agreement of Gustavo Leon to Tyco Fire & Security GMBH.

[Notary Seal]


Matthew G. Doherty, Notary Public
My Commission Expires: April 13, 2018



NEW INVENTIONS, CONFIDENTIALITY, NON-SOLICITATION AGREEMENT

This New Inventions, Confidentiality, Non-Solicitation Agreement (the "Agreement") is made and entered into on this 27 day of August, 2008, by and between RYCO S.P. and its parent, subsidiaries and affiliates (hereafter collectively referred to as "Employer") and the undersigned employee ("Employee").

I. AT -WILL EMPLOYMENT

Nothing in this Agreement alters the at-will nature of Employee's employment with Employer. Employee acknowledges that either Employee or Employer may terminate the employment relationship at any time, for any reason with or without cause. Only an officer of Employer has the authority to enter into any agreement for employment for a specified period of time. No agreement limiting the at-will nature of Employee's employment with Employer is enforceable unless it is in writing and signed by an officer of Employer.

II. CONFIDENTIAL INFORMATION

A. Definition of Confidential Information. "Confidential Information" means any information or material which may include, for example and without limitation, information and materials relating or pertaining to Employer's finances, accounting, business plans, strategic plans, personnel and management, development and projects, marketing plans, sales, products and services, pricing or pricing strategies, customer names and addresses and price lists, customer or prospective lists, other customer information (including, without limitation, customer methods of operation, requirements, preferences and history of dealings with Employer), vendor lists, vendor information (including, without limitation, their history of dealings with Employer), employee files, employee compensation, skills, performance and qualifications of Employer's personnel, trade secrets, secret formulations, techniques, methods, processes, technical information, inventions (whether patented or unpatented), copyrights, know-how, algorithms, computer programs, computer codes and related documentation, processes, research, development, licenses, permits, and compilations of any of the foregoing information relating to the actual or anticipated business of Employer.

B. Nondisclosure of Confidential Information. During Employee's employment with Employer and at any time thereafter, Employee agrees that he/she will not make any independent use of, or disclose to any other person or organization except as authorized by the Employer in writing, any Confidential Information of Employer or any Confidential Information received by Employer from third parties. Employee agrees not to disclose to the Employer, or induce Employer to use, any Confidential Information of any of Employee's previous employers.

C. Return of Confidential Information. Upon termination of Employee's employment with Employer (voluntary or otherwise), or at any time upon Employer's request, the Employee shall promptly deliver and return to Employer all of Employer's property including, but not limited to, drawings, blueprints, manuals, samples, customer lists, financial data, letters, notes, notebooks, reports and all copies thereof, and any and all other materials of a secret or confidential nature relating to Employer's business which are in the possession or under the control of the Employee.

III. RESTRICTIVE COVENANTS

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee agrees as follows:

A. Non-solicitation of Clients. During Employee's employment and for a period of one (1) year following the termination of Employee's employment (voluntary or otherwise) with Employer, Employee shall not, directly or indirectly, for Employee's benefit or the benefit of another employer or any other third party, solicit business of the same or a similar nature as the business conducted by Employer from any entity or person that is a Client or Prospective Client of Employer. As used in this Agreement, "Client" means any entity or person to which Employer sold or otherwise provided goods and/or services, or supervised others selling and/or providing goods and/or services at any time during a twenty-four (24) month period prior to Employee's termination of employment. "Prospective Client" means any entity or person to which, at any time during the aforementioned twenty-four (24) month period, Employer made a proposal or supervised others making a proposal. Prospective Client includes any entity or person to which Employee or others supervised by Employee was actively considering making a proposal for goods and services. Employer presently does not enforce this Section III (A) in California. However, Employee is still required to sign this Agreement since Employee may already work, or may work in the future, in a state where Section III (A) is fully enforceable. Moreover, Employer reserves its right to enforce this Section in all other states in which it is enforceable, and in California in the future, to reflect any legislative or legal developments which will permit its enforcement to the fullest extent permitted by California law.

B. Non-solicitation of Employees. During Employee's employment and for a period of two (2) years following the termination of Employee's employment (voluntary or otherwise) with Employer, Employee shall not, directly or indirectly, for Employee's benefit or the benefit of another employer or any other third party, recruit, solicit, induce, or encourage any employee of Employer to leave or terminate his or her employment with Employer or to accept employment with any other person or entity.

C. Representations. Employee has carefully read and considered the provisions of Sections III(A) through (B) and agrees that the restrictions set forth therein, including, but not limited to, the time period and geographic area of the restrictions and the scope of activities restricted are fair and reasonable and are supported by sufficient and valid consideration, and that these restrictions do not impose any greater restraint than is necessary to protect the goodwill and other legitimate business interests of Employer and its affiliated entities, officers, directors, shareholders and other employees. Employee acknowledges that the covenants and agreements in Sections III (A) and (B) are ancillary to and a part of an otherwise enforceable agreement entered into at the time these covenants are made. Employee acknowledges that Employee's agreement to be bound by the restrictive covenants set forth in Sections III (A) and (B) is a concurrent and material inducement for Employer (i) to initiate and/or continue the employment of Employee and/or (ii) to allow Employee to participate in Employee's 2006 sales compensation plan, as acknowledged by Employee. Employee agrees that each ancillary agreement set forth in this Agreement is otherwise enforceable and independently sufficient to support all of the protective covenants in Sections III (A) and (B) hereof. Employee acknowledges that these restrictions will not prevent Employee from obtaining gainful employment in Employee's occupation or field of expertise or cause Employee undue hardship and that there are numerous other employment and business opportunities available to Employee that are not affected by these restrictions.

D. Reformation. Should a court determine that the scope of any of the covenants contained in Sections III (A) and (B) exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable.

IV. OWNERSHIP AND ASSIGNMENT OF WORKS

A. In General. Employee agrees that all right, title and interest in any and all ideas, representations, textual material, illustrations, original works of authorship, developments, reduction to practice, improvements, inventions, concepts, discoveries, designs, trademarks, trade secrets, and other forms of material developed and/or conceived by Employee solely or jointly with another during the course or as a result of Employee's employment with Employer, or within one (1) year thereafter and which are related to the business or activities of Employer (collectively "Works"), shall be the sole and exclusive property of Employer, and that such Works, to the extent they are protected by copyright, shall be deemed to be a work made for hire. Employee shall disclose promptly to Employer or its nominee any and all such Works. Employee understands and agrees that the decision whether or not to commercialize or market any Works developed by Employee solely or jointly with others is within Employer's sole discretion and for Employer's sole benefit, and that no royalty will be due to Employee as a result. Employee will promptly make full written disclosure to Employer of, and will hold in trust for the sole right and benefit of Employer, all of Employee's right, title, and interest in and to any and all Works, whether or not patentable or registerable under intellectual property laws, in and for all countries.

B. Assignment of Works. Employee agrees to assign and hereby assigns to Employer all of Employee's right, title and interest in and to all Works. To the extent that any Works may not, by operation of law, be work made for hire, Employee hereby assigns to Employer the ownership of all rights to obtain and hold in its own name copyrights or other protection which may be available or become available in the Works.

C. Assistance by Employee. Employee shall cooperate fully with Employer, both during and after the termination of Employee's employment with Employer, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to the Works. Employee shall execute any and all papers, including without limitation, copyright applications, patent applications, declarations, oaths, assignments, and powers of attorney, which Employer may deem necessary or desirable in order to protect its rights, title and interests in any Works. If Employer is unable, after reasonable effort, to secure the signature of Employee, Employee hereby irrevocably designates and appoints each executive officer of Employer as Employee's agent and attorney-in-fact to execute any such papers on behalf of Employee, and to take any and all actions Employer may deem necessary or desirable to protect its rights and interests in any Works.

V. OTHER AGREEMENTS AND INFORMATION CONCERNING FORMER EMPLOYERS

Employee represents that, except as Employee has disclosed in writing to Employer, Employee is not bound by any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential information in the course of Employee's

employment with Employer or from competing with the business of such previous employer or any other party. Employee shall not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and shall not bring onto the premises of Employer any confidential information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity .

VI. NOTIFICATION OF NEW EMPLOYER

In the event Employee leaves the employ of Employer, Employer may provide notification to Employee's new employer concerning Employee's rights and obligations under this Agreement. Employee further agrees to notify his/her subsequent employers of this Agreement prior to commencing subsequent employment.

VII. REMEDIES IN THE EVENT OF BREACH

Employee acknowledges that in the event of a breach or threatened breach by Employee of any provision of this Agreement, the damages Employer might suffer would be difficult or impossible to measure. Accordingly, Employer shall, in addition to all other relief to which Employer may be entitled, have the right to seek equitable relief, including but not limited to temporary or permanent injunctive relief.

VIII. GENERAL PROVISIONS

A. Choice of Law. This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law provisions.

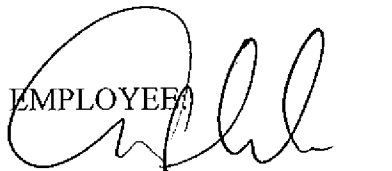
B. Severability, Binding Effect and Assignment. If any portion of this Agreement is found to be void or unenforceable, it shall be reformed pursuant to Section III (D) of this Agreement. In the event that reformation is not possible, said portion of this Agreement shall be severed herefrom, so as to leave the remainder of this Agreement in full force and effect. This Agreement will be binding upon Employee's heirs, executors and administrators and will inure to the benefit of Employer and its successors and assigns. Employer may assign this Agreement to any other corporation or entity which acquires (whether by purchase, merger, consolidation or otherwise) all or substantially all of the business and/or assets of Employer.

C. Attorneys' Fees and Costs. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees and expenses as fixed by the court.

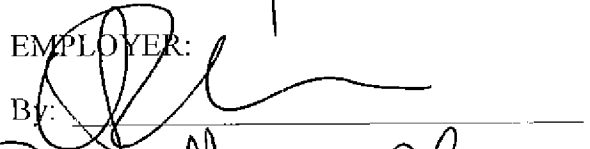
D. Entire Agreement. No Oral Modifications. Waiver. The parties agree that this Agreement contains the entire understanding between Employer and Employee with respect to the subject matter hereof, and that there are no representations, warranties, promises or undertakings other than those contained in the provisions above. However, nothing in this Agreement supersedes the rights and obligations of Employee and Employer as set for in the Tyco Guide to Ethical Conduct, as it may be amended from time to time. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in writing and signed by both Employee and a duly authorized representative of Employer. A waiver or consent given by either party on anyone occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

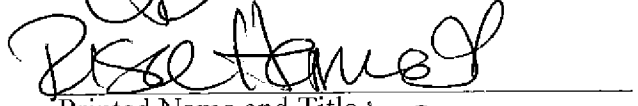
EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT AND IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY EMPLOYER OR ANYONE ELSE.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date first above written.

EMPLOYEE: 
Signature

Printed Name: Gustaw Leon

EMPLOYER: 
By:


Printed Name and Title
HR GENERALIST