

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5988277

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE PROPRIETARY RIGHTS AND CONFIDENTIALITY DEED	
CONVEYING PARTY DATA		
	Name	Execution Date
	BRYANT DELFORCE	05/21/2010
RECEIVING PARTY DATA		
Name:	JOY GLOBAL INC.	
Street Address:	C/O THE CORPORATION TRUST CORPORATION	
Internal Address:	1209 ORANGE STREET	
City:	WILMINGTON, NEW CASTLE COUNTY	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15806491
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<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:	414-271-6560	
Email:	mkeipdocket@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	100 EAST WISCONSIN AVENUE	
Address Line 2:	SUITE 3300	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	043020-9241-US01	
NAME OF SUBMITTER:	KEVIN P. RIZZUTO	
SIGNATURE:	/kpr/	
DATE SIGNED:	02/28/2020	
Total Attachments: 3		
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EMPLOYEE PROPRIETARY RIGHTS AND CONFIDENTIALITY DEED

In consideration of my employment and, as applicable, my continued employment, and the compensation paid to me by Joy Global Inc., or any of its subsidiaries (direct or indirect), affiliates or divisions and its successors and assigns (hereinafter jointly and severally referred to as "Joy "), I hereby agree and warrant as follows:

(1) That for purposes of this Deed

- (a) **"Intellectual Property Rights"** means any and all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future, including rights in respect of or in connection with any Confidential Information, copyright (including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents), trade marks, service marks, designs, circuit layouts and performance protection (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such right and all renewals and extensions.
- (b) **"Confidential Information"** means all information belonging to Joy and includes information which:
- (i) Joy indicates is confidential;
 - (ii) by its very nature, might reasonably be understood to be confidential or to have been disclosed in confidence;
 - (iii) would be of commercial value to a competitor of Joy;
 - (iv) relates to any arrangements or transactions between Joy and a client (including information relating to the fees charged to clients and details of the arrangements or transactions);
 - (v) relates to any of Joy's clients (including client details, client lists or databases, details of client requirements, details of client prospects, the identity of any client and their requirements);
 - (vi) relates to or is contained in any of Joy's computer databases or software and includes, however is not limited to, Joy's business plans, strategies, existing or proposed technical and engineering developments;
 - (vii) relates to any arrangements or transactions between Joy and its suppliers or individuals (including their identity, any previous or proposed bids, and the price or charges in respect of the supplies or services Joy acquires from them);
 - (viii) relates to or is contained in any of Joy's manuals or handbooks;
 - (ix) relates to Joy's fees, quotations, prices or charges in respect of services or products;
 - (x) relates to the marketing and selling techniques used by Joy (including marketing plans, sales plans, research and data surveys);

(xi) all notes and other records, whether written or otherwise, prepared by Joy or anybody else, based on or incorporating information referred to in paragraph (i) to (x) of this definition; and

(xii) all copies or extracts of the information, notes and other records referred to in paragraph (i) to (xi) of this definition,

except for information that:

(xiii) was rightfully in the Individual's possession and not subject to an obligation of confidentiality on the Individual before the negotiations leading to the commencement of the Individual's engagement by Joy (whether pursuant to this Deed or otherwise); or

(xiv) is or, after the date of this Deed, becomes in the public domain other than as a result of a breach of this confidentiality by the Individual;

2. *That in the event I, by myself or jointly with others, create Confidential Information or Intellectual Property Rights while employed at Joy (whether during or outside working hours), relating to or in connection with the business of Joy or my employment, or created from the use of Joy's Confidential Information or resources, it shall, without further payment, immediately become the property of Joy throughout the world. In addition:*

- (a) I acknowledge and agree that all existing and future Intellectual Property Rights vest in and belong to Joy, and to the extent that they may for any reason vest in me, are assigned by me to vest in Joy or its nominees.
- (b) I will disclose and communicate to Joy promptly and fully all such Intellectual Property Rights and Confidential Information created, whether during or after my employment by Joy and without charge to Joy, but at its request and expense:
 - I will execute patent applications, copyright applications, assignments, and other documents to vest ownership in Joy and to obtain, maintain and enforce Intellectual Property Rights, throughout the world as Joy requires; and
 - I will give affidavits and testimony as to facts within my knowledge in connection with any Intellectual Property Rights and Confidential Information in any administrative proceedings, arbitration, litigation or controversy relating thereto.
- (c) I consent to Joy infringing any of the moral rights that I may have or become entitled to in any work created, developed, modified or enhanced in the course of my employment. For the purpose of this consent, 'work' has the meaning given to that term in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)* and 'moral rights' refers to any rights arising under the provisions of that legislation.

(3) *During my employment at Joy, I will do what is reasonably necessary to prevent unauthorised disclosure of Joy's Confidential Information and*

Intellectual Property Rights and, after termination of my employment, I will not use or disclose Joy's Confidential Information or Intellectual Property Rights as long as they remain confidential.

- (4) *Immediately upon termination of my employment, I will return to Joy all Joy's papers, documents and things, including information stored for use in or with computers and software applicable to Joy's business (and all copies thereof), which are in my possession or under my control, regardless whether such papers, documents or things (or their copies) contain Confidential Information or Intellectual Property Rights.*
- (5) *All inventions (i.e. discoveries, improvements or ideas) in the field of Joy's business made by me prior to my employment at Joy and therefore not coming under this Deed are listed and described on the reverse side hereof.*
- (6) *To the extent that they exist, I will not disclose any of my previous employer's confidential information or trade secrets to Joy. I further represent and warrant to Joy that I have not previously assumed any obligations inconsistent with those of this Deed and that, to the best of my knowledge, my employment at Joy does not conflict with any prior obligations to third parties.*
- (7) *This Deed shall remain in force in the event that my employment status changes from being employed at one entity to being employed at another entity within the group comprised of Joy and its present or future direct or indirect subsidiaries, affiliates or divisions.*

Executed as a Deed Poll.

I hereby acknowledge that I enter into this Deed voluntarily and that I have this day received a copy of this Deed.

Signed B. Delforce

Print Name Bryant Delforce

Title Principal Electrical Engineer - Shovel Technologies

Date 21/5/10