

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6542741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	STATEMENT OF EMPLOYMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILLIAM J. MACNEISH	08/30/2016
ERIK JOHN GJOVIK	01/21/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JABIL INC.
<b>Street Address:</b>	10560 DR. MARTIN LUTHER KING JR. STREET N.
<b>City:</b>	ST. PETERSBURG
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33716
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16359671
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Phone:</b>	2486493333
<b>Email:</b>	docketing@youngbasile.com
<b>Correspondent Name:</b>	YOUNG BASILE HANLON & MACFARLANE P.C.
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<b>ATTORNEY DOCKET NUMBER:</b>	JABI-177
<b>NAME OF SUBMITTER:</b>	ABHIK A. HUQ
<b>SIGNATURE:</b>	/Abhik A. Huq/
<b>DATE SIGNED:</b>	02/09/2021
<b>Total Attachments: 10</b>	
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Docket No.: JABI-177  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

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In re Patent Application of:  
William J. MacNeish et al.

Application No.: 16/359,671

Confirmation No.: 3300

Filed: March 20, 2019

Art Unit: 1743

For: **THREE-DIMENSIONAL PRINTER HEAD  
INCLUDING AN AUTOMATIC  
TOUCHDOWN APPARATUS**

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Examiner: Sultana, Nahida

**Statement of Facts under 37 C.F.R. § 1.146**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Enclosed are the following items for filing in connection with the above-referenced Patent Application:

1. Inventors William J. MacNeish and Erik John Gjovik contributed to the invention claimed in the above-identified patent application while working as employees of Jabil (see attached Exhibit A).
2. Under U.S. inventorship law, all rights and ownership of William J. MacNeish and Erik John Gjovik's invention are assigned to Jabil.
3. By way of the above-stated facts, Jabil is the co-assignee of the above-listed application.

**Application No.: 16/359,671**

**Docket No.: JABI-177**

Dated: February 9, 2021

Respectfully submitted,

Electronic signature: /Abhik A. Huq/  
Abhik A. Huq  
Registration No.: 40,656  
YOUNG BASILE HANLON & MACFARLANE, P.C.  
3001 West Big Beaver Rd.  
Suite 624  
Troy, Michigan 48084  
(248) 649-3333  
Attorney for Applicant

**COMMITMENT OF CONFIDENTIALITY**

This Commitment of Confidentiality Agreement (the "Agreement"), is made on 8/30/2016 between **Jabil** and **Macneish, William Jack** ("Employee"). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to **Jabil**.

Employee and Jabil agree that in the course of Employee's employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy ("Trade Secrets");

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers ("Proprietary Materials"); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee's employment or related to Jabil's business; or (ii) conceived in whole or in part by using Jabil's time or resources ("Work Product").

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as "Confidential Materials". Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

- I acknowledge that the protection of Confidential Materials and Work Product is critical to Jabil's business and failure to protect the Confidential Materials and Work Product will irreparably harm Jabil.*

- I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

- I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to*

*honor this Agreement throughout the Restricted Period (defined below);*

- I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

- I agree that this Agreement is effective during my employment and for two years after my employment ends ("Restricted Period"). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

- I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed "works made for hire" and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil's request, I will perform any acts necessary to perfect Jabil's ownership of Work Product and will comply with Jabil's Innovation Disclosure procedure;*

- In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

- I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

**PLEASE INITIAL ONE:**

i.      No, there are no such existing obligations.

ii.      Yes, the existing obligations, for which I own or have any claim in, are listed in Exhibit A.

No, there are no such existing obligations.

- *I will not exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement's purpose.*

- *During the Restricted Period, I will not solicit any customer of Jabil, with which I had contact, to provide any goods or services competitive with Jabil's business, and I will not solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil's business.*

- *I understand that, if a judicial order requires my disclosure of the Confidential Materials or Work Product, I will immediately provide Jabil with a written notice. If I am compelled to disclose the Confidential Materials or Work Product or stand liable for contempt, I may disclose such Confidential Materials or Work Product to the court only if I have notified Jabil and disclose only the Confidential Materials that I am legally required to disclose.*

#### General

1. No Right to Disclosure or Access. This Agreement in no way constitutes an agreement by Jabil to disclose or make available any particular Confidential Materials, Work Product or other information to Employee.

2. Waiver. A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute the waiver of any other breach.

3. Survival. Notwithstanding the termination of Employee's employment by Jabil for any reason, the covenants contained in this Agreement survive and remain in full force and effect.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement.

5. Governing Law. The laws of the State of Florida shall govern this Agreement, excluding any rules relating to conflicts of laws. Employee agrees that any claim arising out or relating to this Agreement shall be brought (i) in the Pinellas County, Florida, or (ii) removed to the United States District Court for the Middle District of Florida, unless it is necessary for Jabil to seek injunctive or equitable relief in some other court of competent jurisdiction in order to prohibit Employee's actual or threatened unauthorized use, disclosure or reproduction of Confidential Materials or Work Product. Employee consents to personal jurisdiction of the courts identified above. In connection with any action brought in such courts, Employee (a) waives any objection to jurisdiction or venue, (b) waives any defense claiming lack of jurisdiction or improper venue, and (c) consents to entry of an order imposing injunctive or equitable relief for any breach of this Agreement, without necessity of posting bond. .

6. Binding Effect. This Agreement is binding upon, and shall inure to the successors and assigns of the respective parties.

7. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one party drafted this Agreement shall not be used in its interpretation.

8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9. Affirmation. Employee acknowledges that he or she has carefully read this Agreement, knows and understands its terms and conditions, and has had the opportunity to ask Jabil any questions that Employee may have had prior to signing this Agreement.

#### SIGNATURES/AUTHORIZATION

Employee Signature  Digitally Signed By: William Jack Macneish III on 08/30/2016

Date: 8/30/2016

Employee (Printed) Name: William Jack Macneish III

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness (Printed) Name: \_\_\_\_\_

**Exhibit A**  
**Employee's Existing Obligations, Restrictions, Agreements**  
**and**  
**Proprietary Rights**

**Exhibit B**

**CALIFORNIA LABOR CODE SECTION 2870**

Employee acknowledges and understands that Jabil's ownership of Work Product does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.



**COMMITMENT OF CONFIDENTIALITY**

This Commitment of Confidentiality Agreement (the "Agreement"), is made on 1/21/2016 between **Jabil** and Gjovik, Erik John ("Employee"). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to **Jabil**.

Employee and Jabil agree that in the course of Employee's employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy ("Trade Secrets");

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers ("Proprietary Materials"); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee's employment or related to Jabil's business; or (ii) conceived in whole or in part by using Jabil's time or resources ("Work Product").

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as "Confidential Materials". Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

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- I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

- I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to*

*honor this Agreement throughout the Restricted Period (defined below);*

- I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

- I agree that this Agreement is effective during my employment and for two years after my employment ends ("Restricted Period"). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

- I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed "works made for hire" and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil's request, I will perform any acts necessary to perfect Jabil's ownership of Work Product and will comply with Jabil's Innovation Disclosure procedure;*

- In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

- I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

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remainder of such provision or the remaining provisions of this Agreement.

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8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

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#### **SIGNATURES/AUTHORIZATION**

Employee Signature  Digitally Signed By: Erik John Gjovik on 01/21/2016

Employee (Printed) Name: Erik John Gjovik

Date: 1/21/2016

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness (Printed) Name: \_\_\_\_\_

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**and**  
**Proprietary Rights**

**Exhibit B**

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