

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6873569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HUANIMIN BAO	06/09/2014
RECEIVING PARTY DATA		
Name:	HONEYWELL INTERNATIONAL INC.	
Street Address:	INTELLECTUAL PROPERTY SERVICES GROUP	
Internal Address:	300 S. TRYON STREET, SUITE 600	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16966703
CORRESPONDENCE DATA		
Fax Number:	(651)735-1102	
<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:	6517351100	
Email:	pairedocketing@ssiplaw.com	
Correspondent Name:	RESIDEO/SHUMAKER & SIEFFERT	
Address Line 1:	1625 RADIO DRIVE, SUITE 100	
Address Line 4:	WOODBURY, MINNESOTA 55125	
ATTORNEY DOCKET NUMBER:	H0061284-US/1264-208US01	
NAME OF SUBMITTER:	BARBARA A. GEISTHARDT	
SIGNATURE:	/Barbara A. Geisthardt/	
DATE SIGNED:	08/19/2021	
Total Attachments: 14		
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HONEYWELL
Employee Agreement Relating to
Trade Secrets, Proprietary and Confidential Information
霍尼韦尔关于保护商业秘密、专有和保密信息的雇员协议

In consideration of my employment and the equipment, materials, facilities and Honeywell International "Trade Secrets, Proprietary and Confidential Information" (as hereinafter defined) supplied to me, I understand and agree that:

我以霍尼韦尔聘用我、向我提供设备、材料、设施、及霍尼韦尔国际的商业秘密、专有和保密信息(定义如下)为对价, 知悉并同意以下事项:

1. REDACTED

2. REDACTED

3. **Ownership of Inventions.** Each and every Invention I Make during the period of time I am employed by Honeywell (a) which relates directly to the business of Honeywell International or to Honeywell International's actual or demonstrably anticipated research or development, or (b) which results from any work I perform for Honeywell is the sole and exclusive property of Honeywell International, and I agree to assign and hereby assign my entire right, title and interest worldwide in each such Invention to Honeywell International unless such right, title and interest will automatically vest in Honeywell International (or Honeywell) under law. In case Honeywell International (or Honeywell) may transfer any such Invention in

whole or in part to an affiliate or third party, I hereby forfeit any and all priority rights that I may be entitled to enjoy as a potential transferee under law. I also understand and acknowledge that I will receive and accept inventor awards and remuneration for such Inventions I Make in accordance with Honeywell's relevant company policies. Each Invention I Make during the period of time I am employed by Honeywell for which no equipment, supplies, facilities or Honeywell International Trade Secrets, Proprietary or Confidential Information was used and which was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of Honeywell International or to Honeywell International's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for Honeywell. If I assert any property right in an Invention I Make during the period of time I am employed by Honeywell, I will promptly notify Honeywell International's Law Department in writing.

发明的所有权。我在受雇于霍尼韦尔期间所作的每项(a)直接与霍尼韦尔国际业务有关、或与霍尼韦尔国际过去进行、正在进行或计划进行的研究开发工作有关的发明,或(b)因我为霍尼韦尔从事的任何工作而获得的发明,都是霍尼韦尔国际的独家和排他性地拥有的财产。我同意并在此将我在每项发明中的全部权利、所有权和权益在全球范围内转让给霍尼韦尔国际,除非这些权利、所有权和权益根据法律已经自动属于霍尼韦尔国际(或者霍尼韦尔)。如果霍尼韦尔国际(或者霍尼韦尔)可能会将任何此类发明全部或部分地向其关联公司或第三方转让,我在此同意放弃任何法律上可以优先受让的权利。我同时理解并认可我可以收到并且会接受霍尼韦尔根据其相关规章制度就我所作出的此类发明所给予的发明人奖励和报酬。除了上述(a)或(b)项外,我在受雇于霍尼韦尔期间如未使用霍尼韦尔的 any 设备、物资、设施或霍尼韦尔国际的商业秘密、专有和保密信息,并且是完全利用我自己的业余时间所进行的发明,是我个人的财产,除非(a)这项发明与霍尼韦尔国际的业务有直接关系,或者与霍尼韦尔国际实际已发生的或者正在筹划中的研究和创新项目直接相关;(b)该发明系我在霍尼韦尔工作期间的职务发明。如果我对我受雇于霍尼韦尔期间所作的任何发明主张任何财产权利,我将及时以书面形式通知霍尼韦尔国际的法律部。

4. **Cooperation with Honeywell International.** I will assist and fully cooperate with Honeywell International in obtaining, maintaining, and asserting the fullest measure of legal protection, which Honeywell International elects to obtain, maintain or assert for Inventions in which it has a property right. I will also assist and fully cooperate with Honeywell International in defending Honeywell International against claims of violation of the intellectual property rights of others. I will be paid my reasonable expenses in assisting, and cooperating with, Honeywell International. I will execute any lawful document Honeywell International requests me to execute in order to secure Honeywell International, its successors and assigns or its nominees, the entire right, title and interest in and to any said Invention for the sake of obtaining, maintaining, or asserting legal protection for any said Invention or in defending against claims of the violation of the intellectual property rights of others (including, but not limited to, executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony. In the event that Honeywell International is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention, for any other reason whatsoever, I hereby irrevocably designate and appoint Honeywell International and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications, and to do all other lawfully-permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by me.

与霍尼韦尔国际合作。我将协助并充分与霍尼韦尔国际合作以使得霍尼韦尔国际获取、维护和主张其在发明上的专属财产权利的最大程度的法律保护。我还将协助并充分与霍尼韦尔国际合作,对霍尼韦尔国际被指控侵犯他人知识产权或其它相关权利的索赔作出辩护。霍尼韦尔国际将会支付我为提供这些协助和合作所产生的合理费用。我将签署霍尼韦尔国际要求签署的任何合法文件来确保霍尼韦尔国际、其继受者和受让人,或其指定方将会对任何上述发明拥有全部的权利、所

有权和权益，从而去获取、维护或确认上述发明的法律保护，或与为霍尼韦尔国际被指控侵犯他人知识产权或其它相关权利进行辩护有关的合法文件(包括但不限于签署申请、转让、誓言、声明和证词)，并且我将随时准备应霍尼韦尔国际的要求参加面谈、取证和出庭作证。如果霍尼韦尔国际经其合理努力后，由于任何原因未能就有关发明的专利、版权、或其中它权利的保护或辩护而提出的申请或起诉所需的文件取得我的签字，我在此不可撤销地指定霍尼韦尔国际及其正式授权的管理人员和代理人作为我的代理人 and 全权代表，代表我签署和呈递任何该等申请，并采取法律允许的一切其它行动以实现该等指控和专利、版权、或相类似的权益保护，该签署与我本人的签署具有同样的法律效力。

5. REDACTED

6. REDACTED

REDACTED

7. REDACTED

8. REDACTED

9. REDACTED

10. REDACTED

11. REDACTED

12. REDACTED

13. **Acknowledgement of Receipt.** I acknowledge that I have received a copy of this agreement prior to accepting employment and that execution of this agreement was an express condition of my employment.

承认收悉。我承认我在接受霍尼韦尔的聘用之前已经收到本协议的文本，并且签署本协议是我受雇的一项明示条件。

14. **Effectiveness of Agreement.** This agreement shall be deemed effective as of the first day of my employment by Honeywell and shall continue throughout the entire period of time I am employed by Honeywell or Honeywell International, including any internal transfers or promotions, and my obligations will continue after, and survive, the end of my employment by Honeywell and/or Honeywell International.

协议的生效。本协议视为我在霍尼韦尔任职的第一天开始生效，并将我在霍尼韦尔或霍尼韦尔国际任职的全部期间内持续有效，包括任何内部调动或升迁，而且我在本协议下的义务在我与霍尼韦尔或霍尼韦尔国际的劳动关系终止后仍然继续有效。

15. REDACTED

16. REDACTED

17. **Successors; Binding Agreement.** This agreement binds my heirs, executors, administrators, legal representatives and assigns and issues to the benefit of Honeywell, Honeywell International, and their successors and assigns. Only a written amendment executed by both Honeywell and me can modify this agreement.

继承人；有约束力的协议。本协议对我的继承人、遗嘱执行人、遗产管理人、法律代表以及受让人均具有约束力，其利益适用于霍尼韦尔、霍尼韦尔国际以及它们的继承人和受让人。只有经我和霍尼韦尔双方共同签署的书面文件才能修改本协议。

18. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the People's Republic of China which shall govern in the event of a conflict between this agreement and local law.

管辖法律。本协议将根据中华人民共和国法律解释和管辖，并排除其冲突规则。

19. **Validity.** It is the desire and intent of the parties hereto that the provisions of this agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this agreement shall remain in full force and effect.

有效性。协议双方的意愿是本协议在法律允许的范围内全面得以实施。相应地，如果本协议任何特定的条款被判定为无效或无法执行，法院可以修改或分割该条款，而该修改或删除只适用于对该条款作出判决的法院的管辖区域内。而且，如果本协议其中一项或多项条款因为任何原因在期限、地域范围、活动或标的上被认定为过宽，则应对该条款作限制和缩减解释以便可在符合当时适用法律的限度内强制执行之。本协议其余条款将继续有效。

20. **Definitions**

- (a) "Honeywell International" collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units (including businesses acquired by purchase of stock, merger or otherwise), whether owned or controlled directly or indirectly by Honeywell International Inc.. For the purposes of this Agreement, "Honeywell International" particularly includes "Honeywell" as defined under (b) below.

- (b) "Honeywell" specifically refers to Honeywell (Beijing) Technology & Solutions Lab, Co., Ltd that is the employer of the employee executing this Agreement.
- (c) "Trade Secrets, Proprietary and Confidential Information" means information which is not generally known in the industry in which Honeywell International is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell International or held by Honeywell International in confidence.
- (d) "Invention" includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) -- whether or not any of the foregoing constitutes trade secret or other confidential information.
- (e) "Make" or "Made" when used in relation to invention includes any one or any combination of (i) conception, (ii) reduction to practice, or (iii) development of an invention and is without regard to whether I am a sole or joint inventor.
- (f) "Termination of Employment" shall be defined as any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

定义

- a. "霍尼韦尔国际"是指霍尼韦尔国际公司（一家注册于美国特拉华州，其营业地址位于新泽西州莫里斯县莫里斯镇哥伦比亚路和帕克大道的公司法人），其前身，指定人，继承者以及其过去、现在和将来的，直接或间接所有或控制的，运营公司、分支机构、子公司、关联公司和其他业务单元(包括通过购买股票、兼并或其他方式而获取的业务)的合称。为本协议之目的，"霍尼韦尔国际"特别包括下面 b 所定义的"霍尼韦尔"。
- b. "霍尼韦尔"是指霍尼韦尔（北京）技术研发试验有限公司，即与雇员签订劳动合同的本地雇主。
- c. "商业秘密、专有和保密信息"指不被霍尼韦尔国际所属行业内人员广泛知道的，并是在我受霍尼韦尔雇用期间获得的、或由于我受霍尼韦尔雇用而可能向我披露的或我可能通过学习、观察、发现或用其它方法获得到的信息，包括但不限于任何由霍尼韦尔国际拥有或许可的、或由霍尼韦尔国际保密地持有的现有或预期的产品、发明、服务、技术、概念、设计、图样、工艺流程、配方、材料、化合物、公式、程序、装置、工具、信息的编辑、方法、技术，并包括任何研究、开发、制造、购买、工程、专有技术、业务计划、销售或推销方法、做生意的方法、经营策略、价格表、定价公式、财务信息、组织计划、商业计划、客户名单、客户联系方式、客户的惯例或要求、或供货商的信息；

d. “发明”不仅包括发明(无论是否可以申请专利),而且还包括革新、改进、发现、创意和所有其它形式的知识产权(包括但不限于著作权作品和“mask works” - 即指集成电路布图设计等知识产权),无论上述各项是否构成商业秘密或其它保密信息; 和

e. “作”针对发明时,是指发明的创造或产生,包括下列任何一项或任何组合:

(i) (发明)概念的形成

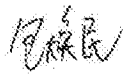
(ii) 将(发明)概念变成实践,或

(iii) 一项发明的开发,无论我是唯一的还是共同的发明人。

f. “解除劳动关系”是指无论由于何种原因与霍尼韦尔解除劳动合同,包括自愿解除以及非自愿解除。本合同所指的解除日是指我在霍尼韦尔工作的最后一天。

21. **Headings Descriptive.** The headings of the several paragraphs of this agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this agreement.

标题的说明。本协议各节的标题只为方便而加,并不以任何方式影响本协议的意义或解释。


Employee Name - Printed 员工姓名

2014.6.9
Date 日期


Employee Signature 员工签名

SCHEDULE A

REDACTED

SCHEDULE B

REDACTED

CONFIDENTIAL

Honeywell

Please
Place
Recent
Photo
Here

The Employee's Registration Form
雇员个人信息登记表

1. Personal Data 个人简况

English Name 英文姓名	Allen Bao	Chinese Name 中文	包敏臣	Nationality 民族	汉
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REDACTED

本人, 包俊臣, EID 号码 E869729, 已收到 2010 年版《霍尼韦尔员工手册》。本人已阅读并明白该员工手册的内容, 并愿接受。本人愿恪守员工手册作为被霍尼韦尔雇佣的前提条件。

包俊臣
员工签署

2014.6.9
日期

签名请与本人身份证件上的姓名一致