

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6945400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL PEANA	12/04/2012
RECEIVING PARTY DATA	
Name:	GARDNER DENVER, INC.
Street Address:	222 E. ERIE STREET
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15760086
CORRESPONDENCE DATA	
Fax Number:	(402)504-1636
<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:	402-502-1020
Email:	uspto@adventip.com
Correspondent Name:	ADVENT, LLP
Address Line 1:	THE ADVENT BUILDING
Address Line 2:	17838 BURKE STREET, SUITE 200
Address Line 4:	OMAHA, NEBRASKA 68118
ATTORNEY DOCKET NUMBER:	20019.1007US01
NAME OF SUBMITTER:	KEVIN E. WEST
SIGNATURE:	/ kevin e. west /
DATE SIGNED:	09/30/2021
Total Attachments: 3	
source=200191007US01_Assignment_2021-09-30_ASFiled#page1.tif	
source=200191007US01_Assignment_2021-09-30_ASFiled#page2.tif	
source=200191007US01_Assignment_2021-09-30_ASFiled#page3.tif	

EMPLOYEE NON-DISCLOSURE & INVENTION ASSIGNMENT AGREEMENT

This Employee Non-Disclosure and Invention Assignment Agreement (this "Agreement") is entered into as of DEC 04, 2012 between Gardner Denver, Inc., a Delaware corporation [or insert applicable subsidiary employer name] ("Employer"), and [insert employee name and job title] ("Employee").

Whereas, Employee is or may be serving Employer in a capacity through which Employee will have access to Confidential Information (as hereinafter defined) of Employer, its affiliates or of others to which Employer has obligations to maintain information confidential;

Whereas, Employee recognizes that in the performance of Employee's present and future duties, Employee will or may have access to Confidential Information developed by Employer;

Whereas, Employee recognizes that Employer could be substantially and perhaps irreparably harmed by Employee's unauthorized use or disclosure of any Confidential Information; and

Whereas, Employee recognizes that Employer must ensure that the Confidential Information made available to Employee be treated as confidential and proprietary both during and after the period of employment.

Now, therefore, in consideration of the wages now and hereafter paid to Employee by Employer and the covenants herein, Employer and Employee agree as follows:


1. Employee and Employer agree that, for purposes of this Agreement, Confidential Information includes, but is not limited to, information in any form whatsoever pertaining to Employer's, or Employer's parent company, sister company, divisions or subsidiaries: marketing data (including analyses and projections), strategies, business plans, product plans, product development, inventions, designs, drawings, processes and competitive activity data; all financial and profit information not required by law to be published; purchasing or costs data; sales data including customer lists, booking reports, current sales information, pricing, billing and other information; information concerning personnel; information considered as proprietary by Employer or its affiliates; or any other information pertaining to the Employer, its affiliates or others as to which the Employer has confidential information obligations, or other information made available to Employee by the Employer and identified or treated as, or is commonly understood to be, confidential, proprietary or a trade secret. Further Confidential Information includes any information derived from any of the above information.
2. Employer and Employee agree that all Confidential Information must be used and/or disclosed only in strict accordance with the Company's Patents and Security of Confidential & Proprietary Information Policy (CP-10-018). Employee agrees to (a) regard and preserve as confidential, at all times, all Confidential Information pertaining to Employer, its affiliates, or others as to which the Employer has confidential information obligations, or made available to Employee by Employer, and (b) not use for

Employee's own benefit or purposes or the benefit and purposes of others, nor disclose to others, either during employment or thereafter for a period of ten years any such information unless authorized in writing to do so by Employer.

- (a) The above restrictions and obligations concerning use, care and disclosure of Confidential Information will not apply and cease to apply when and to the extent that the Confidential Information
 - (i) is or becomes part of the public domain other than as a result of any disclosure by Employee in violation of this Agreement;
 - (ii) was in the Employee's possession prior to Employment or was acquired by the Employee after termination of his employment with Employee, without the employee, in either case violating any laws, or breaching any obligations.
 - (b) Employees' obligations concerning the use, non-disclosure, and care of the Confidential Information shall be subject to any disclosure requirements imposed by law, court or administrative order, or the rules and regulations of any applicable securities exchange. Upon receiving a request to disclose any Confidential Information pursuant to any such laws, orders, rules or regulations, the Employee shall immediately notify Employer of such request and shall cooperate with Employer in its efforts to protect the Confidential Information from disclosure.
3. Employee acknowledges receipt of a copy of the Company's Patents and Security of Confidential & Proprietary Information Policy (CP-10-018), has read and understands such Policy, has been afforded an opportunity to ask any questions Employee may have concerning such Policy, and agrees to comply with the Policy.
 4. Employee acknowledges and agrees that as between Employee and Employer all Confidential Information, including without limitation, all information that derives from it, is, shall be and will remain the exclusive property of Employer. This Agreement does not transfer any license or other right to use the Confidential Information other than for the purposes within the scope of employment. Should Employee make an invention or work of authorship using Confidential Information, including without limitation information developed by Employee in the course of employment, Employer agrees to assign and hereby assigns all world wide rights therein to Employer, unless the Parties enter into some other written agreement regarding use of the Confidential Information. Employee agrees to execute all documents needed to give legal effect to said assignment anywhere in the world. Employee further agrees to cooperate and execute all documents needed to obtain patents on said inventions and copyright registrations on said works of authorship in the name of Employer.

5. Employee acknowledges that the Confidential Information, and the discoveries, inventions or improvements developed by the Employee, are of a unique character, contains trade secrets, and has other substantial proprietary value to the Company, such that if Employee does not uphold its obligations under this Agreement, the Company may be irreparably harmed and that monetary remedies may be inadequate to compensate or protect the Company. Employee agrees that in the event of any violation of this Agreement by Employee, Employer shall be entitled, in addition to any other rights or remedies which it might have, to maintain an action for damages and seek, without proof of actual damages, injunctive relief to prevent disclosure of any Confidential Information and/or to have Employee's obligations specifically enforced.
6. Employee agrees that, if, when and after Employee shall leave the employ of Employer or its affiliates, Employee will not carry away Confidential Information.
7. This Agreement shall be construed under the laws of the State of Delaware *[for insert other appropriate jurisdiction]* and that nothing in this Agreement shall be construed as a limitation upon the remedies Company might have for any wrongs of Employee.
8. Employer and Employee agree that any portion of this Agreement which a court of competent jurisdiction shall determine to be void and unenforceable as against public policy, or for any other reason, shall be deemed to be severable from the Agreement and shall have no effect on the other covenants or provisions in the Agreement. Employee further agrees that the court should be empowered upon the request of Employer to reform and construe any provision which would otherwise be void or unenforceable in a manner that will be valid and enforceable to maximum extent permitted by law.


In witness whereof, Employee and Employer have caused this Agreement to be duly executed as of the date and year first above written.



Employee

Accepted:

Gardner Denver, Inc. *[for insert sub name]*

By: 

Name: Randy Lee
Title: HR Manager