

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6996426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/09/2012

CONVEYING PARTY DATA

Name	Execution Date
THOMAS P. HOWELL	10/20/2021

RECEIVING PARTY DATA

Name:	JACOBS VEHICLE SYSTEMS, INC.
Street Address:	22 EAST DUDLEY TOWN ROAD
City:	BLOOMFIELD
State/Country:	CONNECTICUT
Postal Code:	06002

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16566832

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 312-310-1008
Email: docket@morenoiplaw.com
Correspondent Name: CHRISTOPHER P. MORENO
Address Line 1: 1901 NORTH ROSELLE ROAD
Address Line 2: SUITE 800
Address Line 4: SCHAUMBURG, ILLINOIS 60195

ATTORNEY DOCKET NUMBER:	JVSP084US
NAME OF SUBMITTER:	CHRISTOPHER P. MORENO
SIGNATURE:	/Christopher P. Moreno/
DATE SIGNED:	10/29/2021

Total Attachments: 6

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CONFIRMATORY PATENT ASSIGNMENT

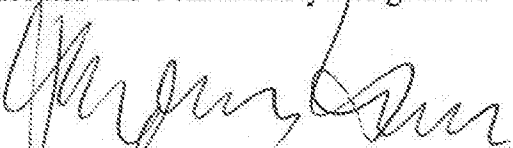
This Confirmatory Patent Assignment (this "Assignment") is made and entered into on the date set forth below on the signature page hereto, by and between Thomas P. HOWELL, residing and having a post office address at 3408 Timberwood Court, Ann Arbor, MI 48103-1779 (the "Assignor") on one hand, and JACOBS VEHICLE SYSTEMS, INC., having a place of business at 22 East Dudley Town Road, Bloomfield CT 06002 (the "Assignee") on the other hand.

WHEREAS, pursuant to that certain Standard Terms and Conditions of Employment between Assignor and Assignee dated as of January 9, 2012 (the "Employment Agreement"; Exhibit A), the Assignor agreed to transfer, sell and assign to Assignee all of its right, title and interest in and to its Intellectual Property, including, but not limited to, the patent applications and patents listed on the attached Exhibit B (the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms having assigned, transferred, conveyed, and delivered to the Assignee, its successors and assigns, effective as of the date of the Employment Agreement first referred above, all right, title, and interest of the Assignor in and to the Patents; the same to be held and enjoyed by the Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are issued, granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor.

IN TESTIMONY WHEREOF, Assignor executes this Confirmatory Assignment.

Dated: 20 October 2021



Thomas P. HOWELL

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

Danaher Corporation, an "at will" employer, believes that recruiting and retaining the very best people to work in its highly competitive businesses means treating them fairly, rewarding their contributions, and thereby establishing a strong partnership for our collective well-being and continued success. Employment at Danaher and its divisions typically provides associates with specialized and unique knowledge and confidential information, which, if used in competition with Danaher, would cause harm to Danaher. As such, it is reasonable to expect a commitment from our associates that protects Danaher's interests and therefore their own interests. You are encouraged to read and sign this Agreement in the spirit intended: our collective long-term growth and success.

Jacobs Vehicle Systems, Inc. at 22 East Dudley Town Road, Bloomfield, CT, ("the Company") and Thomas Howell, 2929 Laurentide Drive, Ann Arbor, MI ("the Associate") agree as follows:

1. **General.** The Company employs the Associate and the Associate accepts employment to render services on behalf of the Company, subject to the supervision and direction of the President of the Company or his duly authorized designee. Said employment shall continue until the date on which the employment relationship is terminated at the will of either party.
2. **Nepotism.** During the Associate's employment and for one year following the termination of the Associate's employment with the Company, whether the termination is voluntary or involuntary, the Associate will not directly or indirectly, on behalf of himself or herself, or for any other entity, business, or person:
 - (1) hire, entice, induce, solicit or attempt to hire, entice, induce or solicit any employee of the Company to leave the Company's employ (or the employ of Danaher Corporation ("Danaher") or another subsidiary of Danaher, as applicable) or cause any employee of the Company to become employed in any business that is directly or indirectly competitive with the Company for any reason whatsoever.
 - (2) assist or encourage in any manner, including without limitation through the providing of advice or information, any employee of the Company to leave the Company's employ (or the employ of Danaher or another subsidiary of Danaher, as applicable), or
 - (3) suggest or recommend in any manner, including through the providing of advice or information, that any business, person or entity hire, entice, induce, solicit, cause or attempt to hire, entice, induce or solicit or cause any employee of the Company to leave the Company's employ (or the employ of Danaher or another subsidiary of Danaher, as applicable).

For purposes of this Agreement, the term "employee of the Company" shall include each person who as of the date of termination of the Associate's employment is, or at any time within the 6-month period preceding such date was, (1) employed by Danaher or any of its subsidiaries (including without limitation the Company) whether on a full-time or part-time basis, or (2) providing full-time services to, or working as an independent contractor for, Danaher or any of its subsidiaries (including without limitation the Company).

3. **Nondisclosure.**

(a) The Associate agrees with the Company that he or she will not at any time during the Associate's employment by the Company or at any time after any termination of said employment, whether it be voluntary or involuntary, except in performing his or her employment duties to the Company or any affiliate of the Company under this Agreement, directly or indirectly, use, disclose, or publish, or knowingly or negligently permit others not so authorized to use, disclose, or publish, (1) any information, data or other assets or property of the Company or any of its affiliates, in whatever form, including without limitation the Danaher Business System and any information relating in any current or former employee of the Company, or (2) without limiting the foregoing, any Confidential Information that the Associate may

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learn or become aware of, or may have learned or become aware of, because of the Associate's prior or continuing employment, ownership, or association with the Company or any predecessors or affiliates thereof, or use, or knowingly or negligently permit others not so authorized to use, any such information in a manner detrimental to the interests of the Company or any affiliates thereof.

(b) The Associate agrees not to use in working for the Company or any of its affiliates and not to disclose to the Company or any affiliate thereof any trade secrets or other information the Associate does not have the right to use or disclose and that the Company and its affiliates are not free to use without liability of any kind. The Associate agrees to inform the Company promptly in writing of any patents, copyrights, trademarks, or other proprietary or intellectual property rights known to the Associate that the Company or any of its affiliates might violate because of information provided by the Associate.

(c) The Associate confirms that all assets and properties of the Company and its affiliates, including without limitation Confidential Information, is and must remain the exclusive property of the Company or the relevant affiliate thereof. All such assets and property, including without limitation all office equipment (including computers) the Associate receives from the Company or any affiliate thereof in the course of the Associate's employment and all business records, business papers, and business documents the Associate keeps or creates, whether on digital media or otherwise, in the course of the Associate's employment relating to the Company or any affiliate thereof, must be and remain the assets and property of the Company or the relevant affiliate. Upon the termination of the Associate's employment with the Company, whether it be voluntary or involuntary, whenever that termination of employment may occur, or upon the Company's request at any time, the Associate must promptly deliver to the Company or to the relevant affiliate all such assets and property, including without limitation any such office equipment (including computers) and any Confidential Information or other records or documents (written or otherwise), and any copies, excerpts, summaries or compilations of the foregoing, made by the Associate or that came into the Associate's possession during the Associate's employment. The Associate agrees that he or she will not retain any such assets or property, including without limitation copies, excerpts, summaries, or compilations of the foregoing information, records and documents.

(d) "Confidential Information" includes, without limitation, any matters protected under the Uniform Trade Secrets Act and any information that neither the Company nor any of its affiliates has previously disclosed to the public with respect to the present or future business of the Company or of any of its affiliates, including their respective operations, services, products, research, inventions, invention disclosures, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, systems, trade secrets, copyrights, software, source code, object code, patent applications, procedures, manuals, specifications, any other intellectual property, confidential reports, price lists, pricing formulas, customer lists, financial information (including the revenues, costs, or profits associated with any products or services), Talent Reviews and Organizational Plans, business plans, information regarding all or any portion of the Danaher Business System, lease structure, projections, prospects, opportunities or strategies, acquisitions or mergers, advertising or promotions, personnel matters, legal matters, any other confidential or proprietary information, and any other information not generally known outside the Company and its affiliates that may be of value to the Company or any of its affiliates, but excludes any information already properly in the public domain. "Confidential Information" also includes, without limitation, confidential and proprietary information and trade secrets that third parties entrust to the Company or any of its affiliates in confidence.

(e) The Associate understands and agrees that the rights and obligations set forth in this Nondisclosure section will continue indefinitely and will survive termination of the Associate's employment with the Company.

4. Works-made-for-hire and Intellectual Property

(a) The Associate agrees that all records (in whatever media), written works, documents, papers, notebooks, drawings, designs, technical information, source code, object code, algorithms, processes, methods, ideas, formulas, inventions (whether patentable or not), invention disclosures, discoveries, improvements, other copyrightable or protected works, or any other intellectual property, developed, conceived, acquired, created, authored, reduced to practice, from which derivative works are

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prepared, made, invented, or discovered by the Associate (whether or not during usual working hours, and whether individually or jointly with others) that relate to, result from or are suggested by any work or task performed by the Associate for or on behalf of the Company or any affiliate thereof, or that arise from the use or assistance of the facilities, materials, personnel, or Confidential Information of the Company or any affiliate thereof, or that otherwise relate to the actual or anticipated research, development or business of the Company or any affiliate thereof, will be and remain the absolute property of the Company (or the relevant affiliate thereof), as will all the worldwide patent, copyright, trademark, service mark and trade secret rights, any associated registrations, applications, renewals, extensions, continuations, continuations-in-part, requests for continued examination, divisions, or reissues thereof or any foreign equivalents thereof, and all other intellectual property rights relating to the foregoing (all items referred to in this sentence are collectively referred to as the "Intellectual Property"). The Associate irrevocably and unconditionally waives all rights, wherever in the world enforceable, that vest in the Associate (whether before, on, or after the date of this Agreement) in connection with any such Intellectual Property in the course of the Associate's employment with the Company, any affiliate thereof or any predecessor of any of the foregoing. The Associate recognizes all such Intellectual Property constitutes "works made for hire" for which the Company retains all rights, title, and interest to any underlying rights, including copyright protections. If for any reason any such Intellectual Property is not deemed to be a "work made for hire," consistent with the undertakings below, the Associate hereby assigns all rights, title and interest in any such Intellectual Property to the Company (or the applicable affiliate thereof, as directed by the Company).

(b) The Associate will promptly disclose, and hereby grants, and assigns all rights, title, and interest in all Intellectual Property, to the Company (or the applicable affiliate thereof, as specified by the Company) for its or their sole use and benefit. At all times, both during and after the Associate's employment by the Company, the Associate agrees to assist the Company in taking the proper steps, including executing any required documents, to obtain patents, copyrights or other legal protection for the Intellectual Property and to assign such Intellectual Property and the rights to any applications associated therewith to the Company, if the Company so desires, but all at the Company's direction and expense. At all times, both during and after the Associate's employment by the Company, the Associate agrees not to claim any rights to any Intellectual Property as having been created, conceived or acquired by the Associate prior to the Associate's employment by the Company, unless such Intellectual Property is identified on a sheet attached to this Agreement and signed by the Associate as of the date of this agreement.

(c) The Associate understands and agrees that the rights and obligations set forth in this **Works-made-for-hire and Intellectual Property** section will continue indefinitely and will survive termination of the Associate's employment with the Company, whether the termination is voluntary or involuntary.

5. **Enforceability.** It is the intention of the parties that the provisions of the restrictive covenants herein shall be enforceable to the fullest extent permissible under applicable law, but the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder thereof. If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

6. **Damages and Relief.** The Associate acknowledges and agrees that damages are an inadequate remedy for any breach of the terms and conditions set forth in Sections 2, 3, 4 and 12 of this Agreement and agrees that in the event of a breach of such paragraphs, the Company may, with or without pursuing any remedy for damages, immediately obtain and enforce an ex parte, preliminary and permanent injunction prohibiting the Associate from violating this policy. Further, in any civil action brought for a breach of this Agreement, the Company shall be entitled to recover from the Associate all reasonable attorneys' fees, litigation expenses, and costs incurred by Company if the Company prevails in that action.

7. **Consideration.** The Associate acknowledges and agrees that this Agreement is supported by the Associate's eligibility to be considered for recommendation of annual option grants as well as the offer of employment with the Company. The Associate further agrees that such consideration is fair, reasonable and enforceable to its full extent; that the Associate was given adequate time to consider this Agreement; that

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the Company has an important and legitimate business interest that it is seeking to protect with this Agreement; and that enforcement of this Agreement would not interfere with the interests of the public.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut without regard for the choice of law provisions thereof.

9. Termination. The Associate understands, acknowledges and agrees that the obligations and restrictions imposed upon him/her under this Agreement shall apply regardless of whether the termination of his/her employment is voluntary or involuntary, with or without cause.

10. Amendment and Waiver; Entire Agreement. This Agreement shall not be amended except by a written instrument hereafter signed by the Company and the Associate. The failure of the Company to enforce, or delay in enforcing, any term of this Agreement shall not constitute a waiver of any rights or deprive the Company of the right to insist thereafter upon strict adherence to that or any other term of this Agreement, nor shall a waiver of any breach of this Agreement constitute a waiver of any preceding or succeeding breach. No waiver of a right under any provision of this Agreement shall be binding on the Company unless made in writing and signed by the Board of Directors of the Company. This Agreement contains the entire understanding of the Company and the Associate relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof; provided, that any agreement entered into on or prior to the date hereof between the Associate, on the one hand, and the Company, Danaher and/or any other subsidiary of Danaher on the other hand that contains any provisions relating directly or indirectly to noncompetition and/or nonsolicitation of customers shall remain valid and in full force and effect, and the parties agree that the continued validity and enforceability of any such agreement shall in no way affect the validity or enforceability of any provision of this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon the Associate and his/her heirs, successors, assigns and personal representatives, and inure to the benefit of the Company, its successors and its assigns. The Associate may not assign any rights or duties under this Agreement; the Company may assign any or all of its rights and/or duties herein to Danaher and/or any other subsidiary or subsidiaries of Danaher. The term "affiliate," when used herein, shall not include any officers or directors of the Company or of Danaher.

12. Nondisparagement. The Associate agrees that except as required under the law, the Associate will refrain from making derogatory or disparaging written or oral comments regarding the Company, any of its affiliates or any of their respective products, services or personnel.

13. Acknowledgment of Understanding; Livelihood. The Associate acknowledges that s/he has read this Agreement in its entirety and understands all of its terms and conditions, that s/he has had the opportunity to consult with legal counsel of his/her choice regarding his/her agreement to the provisions contained herein, that s/he is entering into this Agreement of his/her own free will, without coercion from any source, and that s/he agrees to abide by all of the terms and conditions herein contained. The Associate further acknowledges that in consideration of the Associate's right to terminate his/her employment with the Company at any time for any reason, Associate agrees that s/he is employed by the Company on an at-will basis. Nothing contained in this Agreement or elsewhere shall be construed as limiting the effect of this paragraph. The Associate acknowledges that Associate's knowledge, skills and abilities are sufficient to enable the Associate, in the event of the termination of employment with the Company, to earn a satisfactory livelihood without violating this Agreement.

Associate:
Company:

By:

Leigh Ann Berko

Name: Leigh Ann Berko

Title: Director, Human Resources

Date:

09-JAN-2012

Date:

11/28/2011

EXHIBIT B

Jurisdiction	Title of Invention	Application No.	Filing Date	Patent No.	Issue Date
US	IMPROVED LOST MOTION HYDRAULIC VARIABLE VALVE ACTUATION SYSTEM AND METHOD	62/729,214	September 10, 2018	n/a	n/a
US	LOST MOTION VARIABLE VALVE ACTUATION SYSTEMS AND METHODS	16/566,832	September 10, 2019	pending	--
WO	LOST MOTION VARIABLE VALVE ACTUATION SYSTEMS AND METHODS	PCT/US2019/050485	September 10, 2019	n/a	n/a