

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7400427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
BRIAN SISK			12/17/2012
RECEIVING PARTY DATA			
Name:	JOHNSON CONTROLS TECHNOLOGY COMPANY		
Street Address:	49200 HAYLARD DRIVE		
City:	PLYMOUTH		
State/Country:	MICHIGAN		
Postal Code:	48170		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	14989578		
Application Number:	16252967		
Application Number:	16983620		
CORRESPONDENCE DATA			
Fax Number:	(608)283-1709		
<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:	6082579521		
Email:	docket_patents@boardmanclark.com		
Correspondent Name:	BOARDMAN & CLARK LLP ATTN: SHELDON L. WOLFE		
Address Line 1:	1 S. PINCKNEY ST. STE. 410		
Address Line 2:	P.O. BOX 927		
Address Line 4:	MADISON, WISCONSIN 53701-0927		
ATTORNEY DOCKET NUMBER:	57501-2569		
NAME OF SUBMITTER:	SHELDON L. WOLFE		
SIGNATURE:	/sheldon l wolfe/		
DATE SIGNED:	06/24/2022		
Total Attachments: 3			
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source=Brian Sisk Employment Agreement - Unredacted (A3964843x9DEB4)#page3.tif			



Brian Stark
1587977

EMPLOYMENT AGREEMENT

For and in consideration of my employment with Johnson Controls, Inc., or one of its affiliates, subsidiaries or joint ventures ("collectively, Johnson Controls" or "Company"), the continuation of my employment, the disclosure of confidential information to me, an increase in my salary, as well as all other consideration provided to me, the receipt and adequacy of which is acknowledged, I agree as follows.

1. INTELLECTUAL PROPERTY.

I have voluntarily signed, and reaffirm the obligations of, the Employee Intellectual Property and Confidentiality Agreement, which is incorporated herein by reference.

2. CONFIDENTIALITY

While employed by Johnson Controls and for a period of two years after my employment has ended, as long as the information remains confidential or proprietary, I shall not disclose to others, copy or use, except as authorized by Johnson Controls, any confidential or Proprietary Information of Johnson Controls comprising any data or information, however embodied, acquired or created, concerning any aspect of the business of Johnson Controls that I may acquire, become aware of or originate during my employment. "Proprietary Information" means information related to the Company's business that is not generally known in the trade or industry and that the Company considers to be confidential and/or proprietary, including but not limited to: (i) Intellectual Property of the Company, as defined in the Employee Intellectual Property and Confidentiality Agreement, including all confidential technical and business information of the Company; (ii) any confidential information that I obtain from the Company or that I develop or become aware of in connection with my employment with the Company; (iii) any information that is disclosed in confidence to the Company by customers, suppliers, and other third parties; and (iv) any information that could be considered inventions, creative works, trade secrets, or know-how owned by the Company. Proprietary Information also includes specifications, strategy, financial data, personnel information, market information, business arrangements, pricing, and other non-public information of Johnson Controls. Proprietary information does not include any information I can prove was lawfully in my possession prior to my employment, or that separately has become public through no fault of mine, or that is merely general knowledge or skill acquired through training and experience. I recognize and acknowledge that the success of Johnson Controls depends upon, among other things, Johnson Controls and its current and former employees keeping such Proprietary Information confidential. This clause is not to be construed as prohibiting the use of my trade and professional skills so long as such does not violate these confidentiality obligations.

I understand that nothing in this clause is intended to limit or diminish my independent, indefinite duty not to misappropriate, disclose or use Johnson Controls' trade secrets.

Upon termination of my employment, I will surrender to Johnson Controls any and all documents that I have in my possession incorporating any such confidential or Proprietary Information, including all copies thereof whether in human or machine readable form, and all electronic copies.

3. NON-COMPETITION.

I acknowledge that I am employed in the highly technical and competitive field of advanced battery energy storage, which is global in scope, and that while working at Johnson Controls I will be privy to highly confidential and proprietary information in that area. Accordingly, while employed at Johnson Controls and for one year following the cessation of my employment with the lithium-ion advanced energy storage



business of Johnson Controls (the "Non-Compete Period"), I will not directly or indirectly, whether as an owner, partner, officer, director, employee, consultant, or otherwise,

- A. Engage in, work for, consult with or otherwise advise or assist any individual, business or enterprise that competes with the lithium-ion advanced energy storage business of Johnson Controls ("Competitor"). For example, Competitors include but are not limited to the lithium-ion advanced energy storage business of: Saft Groupe, SA, Sony, Panasonic, Sanyo, Hitachi, GS Yuasa, Byd, Toshiba, EnerDel, LG Chem, Compact Power, SB LiMotive, Samsung or PEVE, or any individual, business, or enterprise that becomes competitive with Johnson Controls' lithium-ion advanced energy storage business during the one year following my termination, or
- B. Solicit or service, on behalf of a Competitor: 1) existing Johnson Controls customers served or solicited by me or someone under my supervision while I was a Johnson Controls employee, and/or 2) potential Johnson Controls customers that either I solicited or an employee under my supervision solicited at my direction during the last 12 months of employment with Johnson Controls.

If requested by Johnson Controls during the Non-Compete Period, I will identify the company or business to which I will be or am providing services, or with which I will be or am employed, and provide information about the nature of the services that I am or will be providing to such entity.

I represent that my knowledge, skill and abilities at the time of execution of this Agreement are sufficient to enable me, in the event of termination of my employment with Johnson Controls, to earn a satisfactory livelihood without violating the provisions of this Agreement.

4. EMPLOYEE TAMPERING

While employed, and, for two years after the cessation of my employment with the lithium-ion advanced energy storage business of Johnson Controls, I will not directly or indirectly solicit, induce or encourage any Johnson Controls employees, with whom I had contact while at Johnson Controls or about whom I received any confidential information, to seek or accept employment with any Competitor.

I agree that Johnson Controls will be entitled to immediate and permanent injunctive relief if I violate Paragraphs 1–4 of this Agreement.

5. GENERAL

I agree that this Agreement does not alter my at-will employment with Johnson Controls. I understand that my employment may be terminated, voluntarily or involuntarily by me or Johnson Controls, at any time.

This Agreement does not place any obligation upon Johnson Controls to employ me for any definite period, nor upon me to accept employment for any definite period.

I agree that this Agreement, along with the Employee Intellectual Property and Confidentiality Agreement, constitute the entire agreements between myself and Johnson Controls with respect to the subject matter covered. This Agreement may not be modified or terminated in whole or in part, except by an instrument in writing signed by myself and an officer or other authorized executive of Johnson Controls. I agree that any change in my duties, salary, compensation, title or role, including employment by, leasing or transfer to any affiliate, subsidiary or joint venture of Johnson Controls, after signing this Agreement will not require the re-signing of this Agreement, nor shall it affect the validity or scope of this Agreement



I agree that this Agreement shall be binding upon my heirs, executors, or other legal representatives or assigns and shall be enforceable by any successor of Johnson Controls. This Agreement is personal to me and may not be assigned by me.

I agree to inform any prospective new employer, prior to accepting employment, of the existence of this Agreement and provide the new employer with a copy of it.

I represent and promise that my employment with Johnson Controls is not prohibited by, and will not conflict with, any agreement with any prior employer or other entity covering confidentiality, non-competition, or non-solicitation. I understand that I am not to use or disclose any confidential or proprietary information of any prior employer that I may possess, in the performance of my job duties with Johnson Controls.

If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. If, moreover, 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.

No delay or omission by Johnson Controls in exercising any right under this Agreement will operate as a waiver of any that or any other right. A waiver or consent given by Johnson Controls on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right at any other time or for any other occasion.

I agree that the restrictions contained in this Agreement are necessary for the protection of business and goodwill of Johnson Controls and are considered to be reasonable by me for such purpose. I agree that a violation or threat of violation of this Agreement will cause Johnson Controls to suffer serious harm to its business and that damages would be an inadequate remedy. Therefore, if I breach this agreement, the Company will be entitled to an immediate court injunction and other remedies under applicable state law which governs this Agreement.

This Agreement replaces all previous agreements and understandings, whether verbal or oral, relating to the same or similar matters which I may have entered into with Johnson Controls, other than the Employee Intellectual Property and Confidentiality Agreement between Johnson Controls and me.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

JOHNSON CONTROLS, INC.

By: Tom Watson

Print Name: TOM WATSON

Its: _____

Date: 12/26/12

EMPLOYEE:

By: BRAND SISK

Print Name: BRAND SISK

Date: 12/17/12