

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7486076

| | |
|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ERIC MACKEY | 03/15/2016 |
| RECEIVING PARTY DATA | |
| Name: | MILWAUKEE ELECTRIC TOOL CORPORATION |
| Street Address: | 13135 WEST LISBON ROAD |
| City: | BROOKFIELD |
| State/Country: | WISCONSIN |
| Postal Code: | 53005 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17737693 |
| CORRESPONDENCE DATA | |
| Fax Number: | (414)298-8097 |
| <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> | |
| Email: | ipadmin@reinhardtllaw.com |
| Correspondent Name: | MADELINE SCHLEDERER |
| Address Line 1: | 1000 NORTH WATER STREET |
| Address Line 2: | SUITE 1700 |
| Address Line 4: | MILWAUKEE, WISCONSIN 53202 |
| ATTORNEY DOCKET NUMBER: | 066749-3469 |
| NAME OF SUBMITTER: | MADELINE SCHLEDERER |
| SIGNATURE: | /Madeline Schlederer/ |
| DATE SIGNED: | 08/15/2022 |
| Total Attachments: 13 | |
| source=066749-3469 Assignment from parent (Mackey)#page1.tif | |
| source=066749-3469 Assignment from parent (Mackey)#page2.tif | |
| source=066749-3469 Assignment from parent (Mackey)#page3.tif | |
| source=066749-3469 Assignment from parent (Mackey)#page4.tif | |
| source=066749-3469 Assignment from parent (Mackey)#page5.tif | |
| source=066749-3469 Assignment from parent (Mackey)#page6.tif | |

source=066749-3469 Assignment from parent (Mackey)#page7.tif
source=066749-3469 Assignment from parent (Mackey)#page8.tif
source=066749-3469 Assignment from parent (Mackey)#page9.tif
source=066749-3469 Assignment from parent (Mackey)#page10.tif
source=066749-3469 Assignment from parent (Mackey)#page11.tif
source=066749-3469 Assignment from parent (Mackey)#page12.tif
source=066749-3469 Assignment from parent (Mackey)#page13.tif

AGREEMENT LIMITING CERTAIN UNFAIR ACTIVITIES

This Agreement Limiting Certain Unfair Activities ("Agreement") is entered into by and among Milwaukee Electric Tool Corporation ("Milwaukee Tool" or the "Company") and the undersigned employee ("Employee") (together, the "Parties").

RECITALS

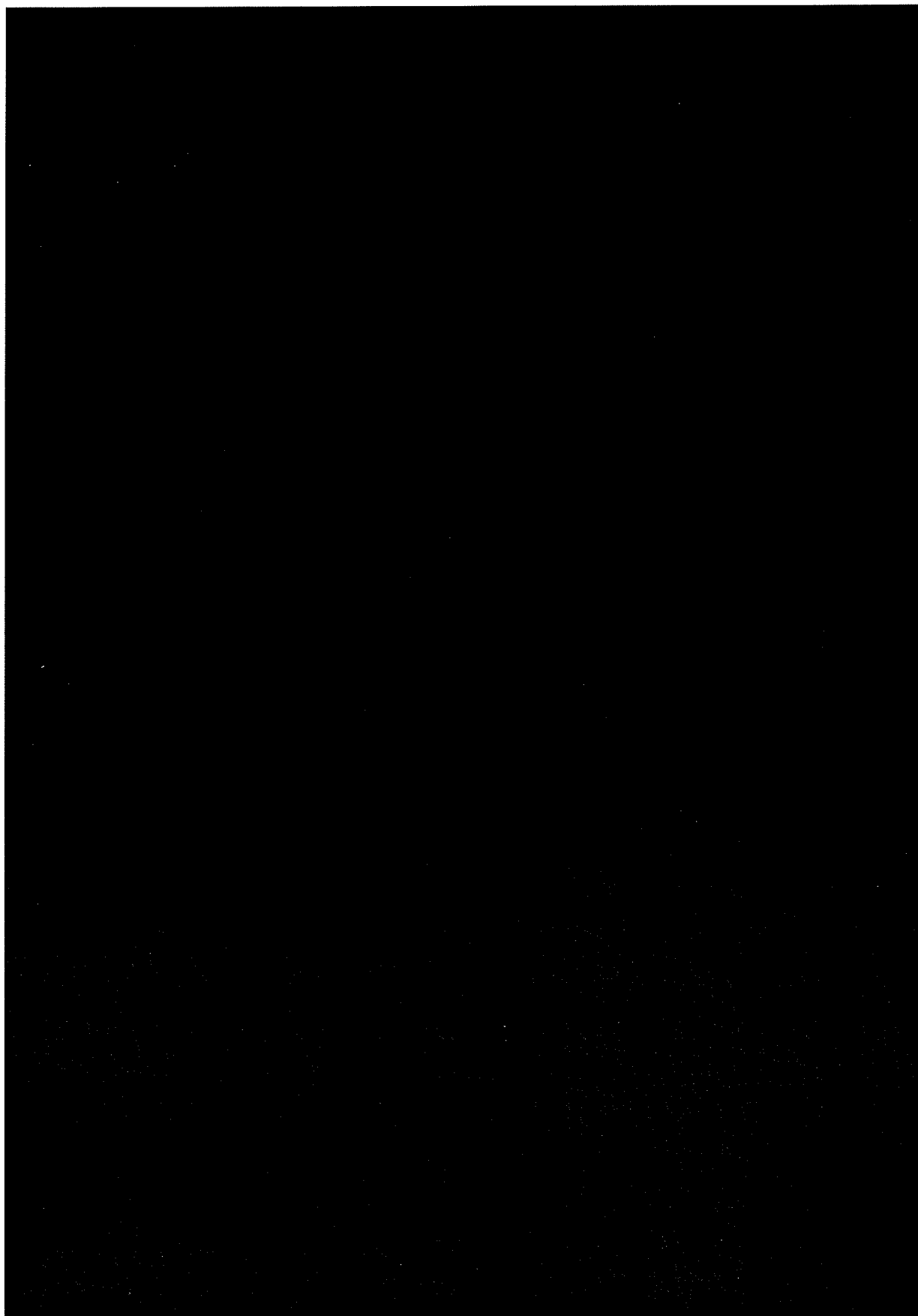
The Company desires to promote employee to the position of [REDACTED] on an at-will basis and to set forth the terms and conditions of the Employee's employment. Employee desires to be promoted and continue to be employed by the Company on an at-will basis on the terms and conditions set forth in this Agreement; and

Through the course of employment and in connection with Employee's promotion, the Employee will be provided and learn confidential information regarding the Company's and/or Affiliated Company's (as defined in Paragraph 25) customers, or will establish, maintain and improve knowledge of and/or relationships or goodwill with the Company's customers, and/or will learn the Company's and/or Affiliated Company's Trade Secrets and/or Confidential Information (as such terms are defined below); and

THE EMPLOYEE HAS REVIEWED THE MATTERS RECITED IN THE PARAGRAPHS ABOVE AND CONFIRMS THAT HE/SHE AGREES WITH THE ABOVE RECITALS.

TERMS AND CONDITIONS

In consideration of the foregoing recitals and of the promises and covenants set forth herein, in exchange for Employee's access or continued access to the Company's and/or Affiliated Company's customer relationships, good will, Confidential Information or Trade Secrets; Employee's promotion and at-will employment with the Company; and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:



PATENT
REEL: 060810 FRAME: 0735

AGREEMENT LIMITING CERTAIN UNFAIR ACTIVITIES

This Agreement Limiting Certain Unfair Activities ("Agreement") is entered into by and among Milwaukee Electric Tool Corporation ("Milwaukee Tool" or the "Company") and the undersigned employee ("Employee") (together, the "Parties").

RECITALS

The Company desires to promote employee to the position of [REDACTED] on an at-will basis and to set forth the terms and conditions of the Employee's employment, and the Employee desires to be promoted and continue to be employed by the Company on an at-will basis on the terms and conditions set forth in this Agreement; and

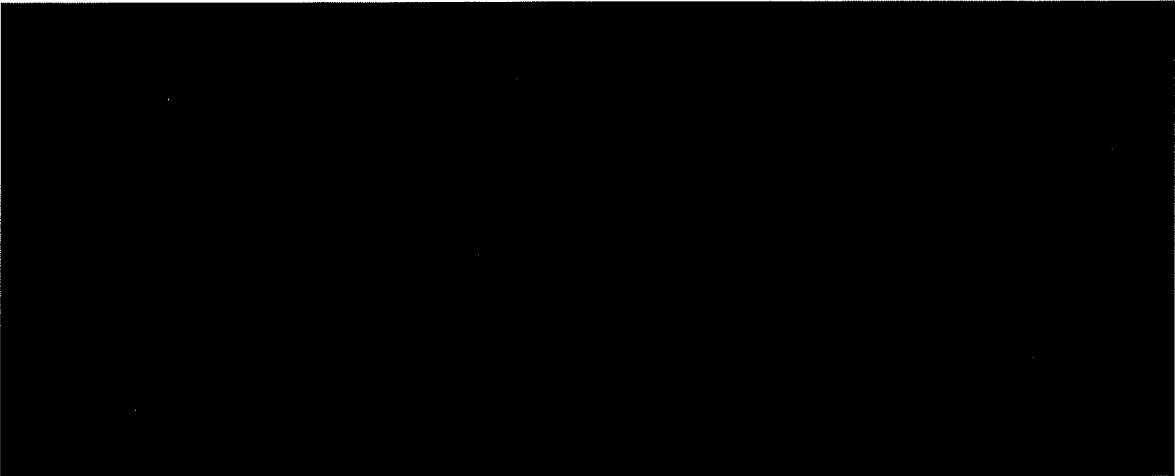
Through the course of employment and in connection with Employee's promotion, the Employee will be provided and learn confidential information regarding the Company's and/or Affiliated Company's (as defined in Paragraph 25) customers, or will establish, maintain and improve knowledge of and/or relationships or goodwill with the Company's customers, and/or will learn the Company's and/or Affiliated Company's Trade Secrets and/or Confidential Information (as such terms are defined below); and

THE EMPLOYEE HAS REVIEWED THE MATTERS RECITED IN THE PARAGRAPHS ABOVE AND CONFIRMS THAT HE/SHE AGREES WITH THE ABOVE RECITALS.

TERMS AND CONDITIONS

In consideration of the foregoing recitals and of the promises and covenants set forth herein, in exchange for Employee's access or continued access to the Company's and/or Affiliated Company's customer relationships, good will, Confidential Information or Trade Secrets; Employee's promotion and at-will employment with the Company; and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:




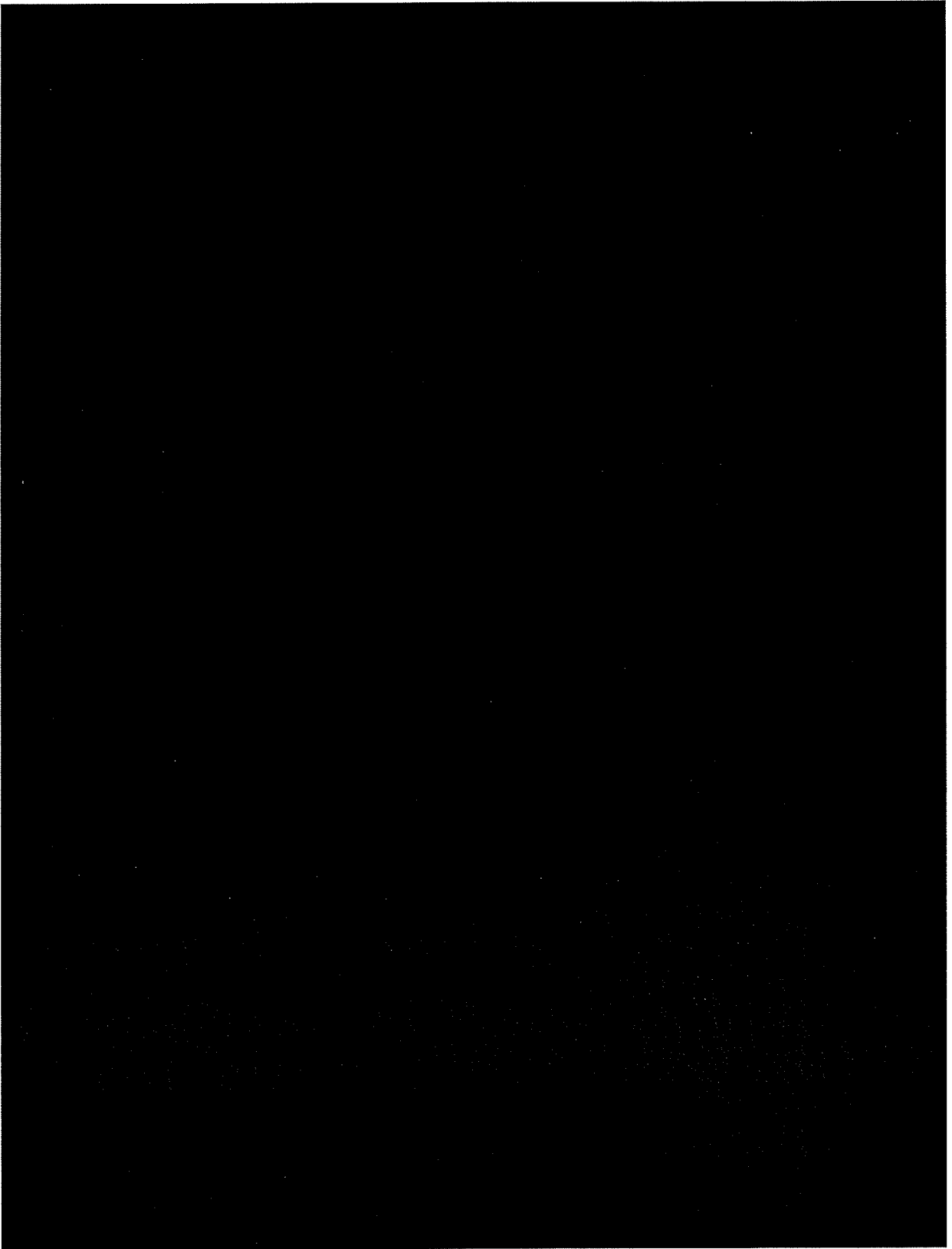
- 
5. **Proprietary Creations.** "Proprietary Creations" means inventions, discoveries, designs, improvements, creations, and works conceived, authored, or developed by Employee, either individually or with others, any time during Employee's employment with the Company that: (a) relate to the Company's or Affiliated Company's current or contemplated business or activities; (b) relate to the Company's or Affiliated Company's actual or demonstrably anticipated research or development; (c) result from any work performed by Employee for the Company or Affiliated Company; (d) involve the use of the Company's or Affiliated Company's equipment, supplies, facilities or Trade Secrets; (e) result from or are suggested by any work done by the Company or Affiliated Company or at the Company's request, or any projects specifically assigned to Employee; or (f) result from Employee's access to any of the Company's or Affiliated Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials. All Proprietary Creations are the sole and exclusive property of the Company or Affiliated Company whether patentable or registrable or not, and Employee assigns all rights, title and interest in same to the Company or Affiliated Company.

All Proprietary Creations which are copyrightable shall be considered "work(s) made for hire" as that term is defined by U.S. Copyright Law. If for any reason a U.S. court of competent jurisdiction determines such Proprietary Creations not to be works made for hire, Employee will assign all rights, title and interest in such works to the Company and, to the extent permitted by law, Employee hereby assigns such rights, title and interest in such Proprietary Creations to the Company. Employee will promptly disclose all Proprietary Creations to the Company and, if requested to do so, provide the Company a written description or copy thereof.


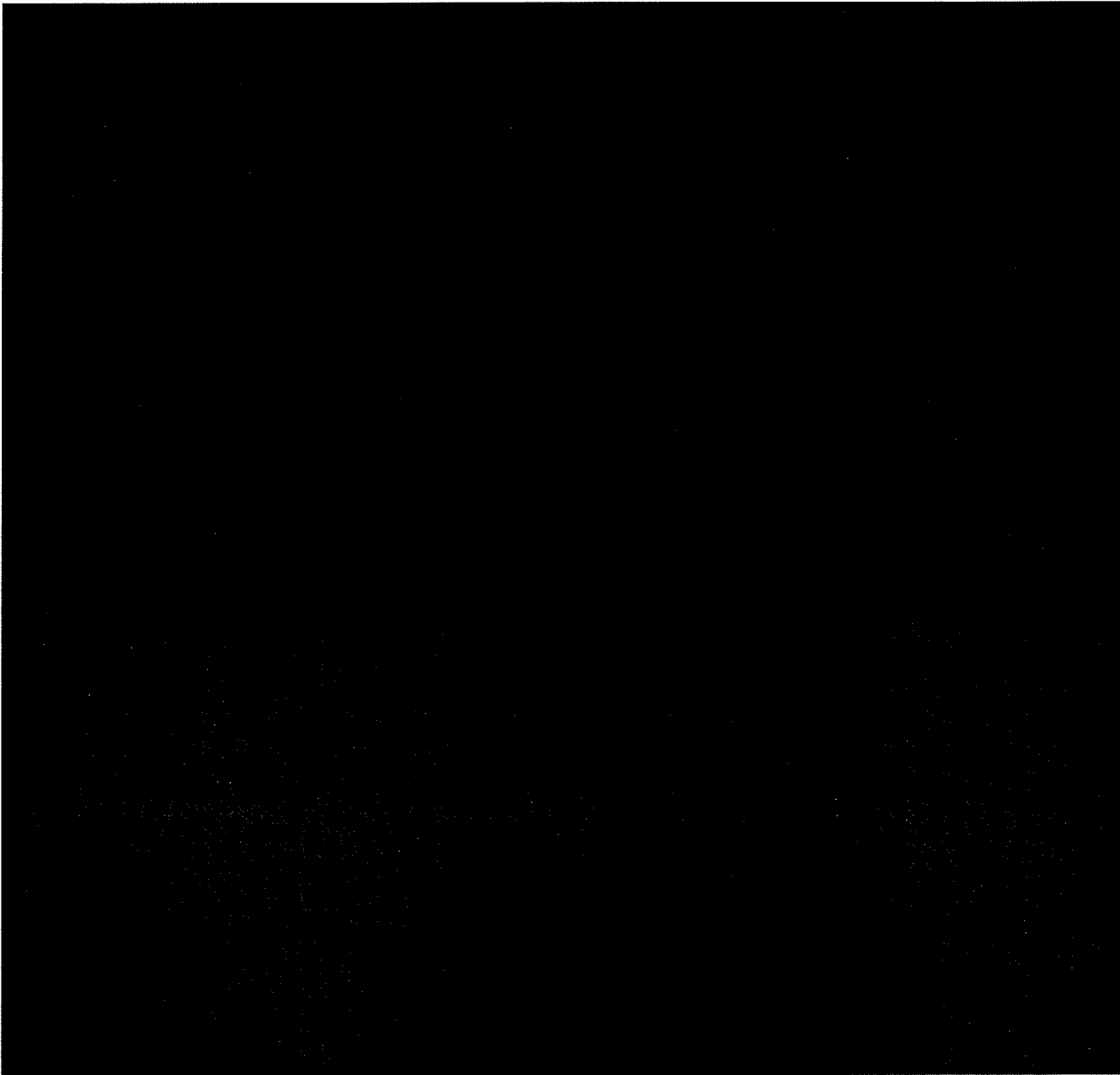
No provision in this Agreement requires Employee to assign any of his or her rights to an invention if that invention qualifies for exclusion under the applicable law of the state in which the Employee is a resident, which may be amended from time to time. Employee is not required to assign rights to any invention for which no equipment, supplies, facility, or trade secret information of the Company or Affiliated Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of the Company or Affiliated Company or (ii) to the Company's or Affiliated Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company or Affiliated Company.

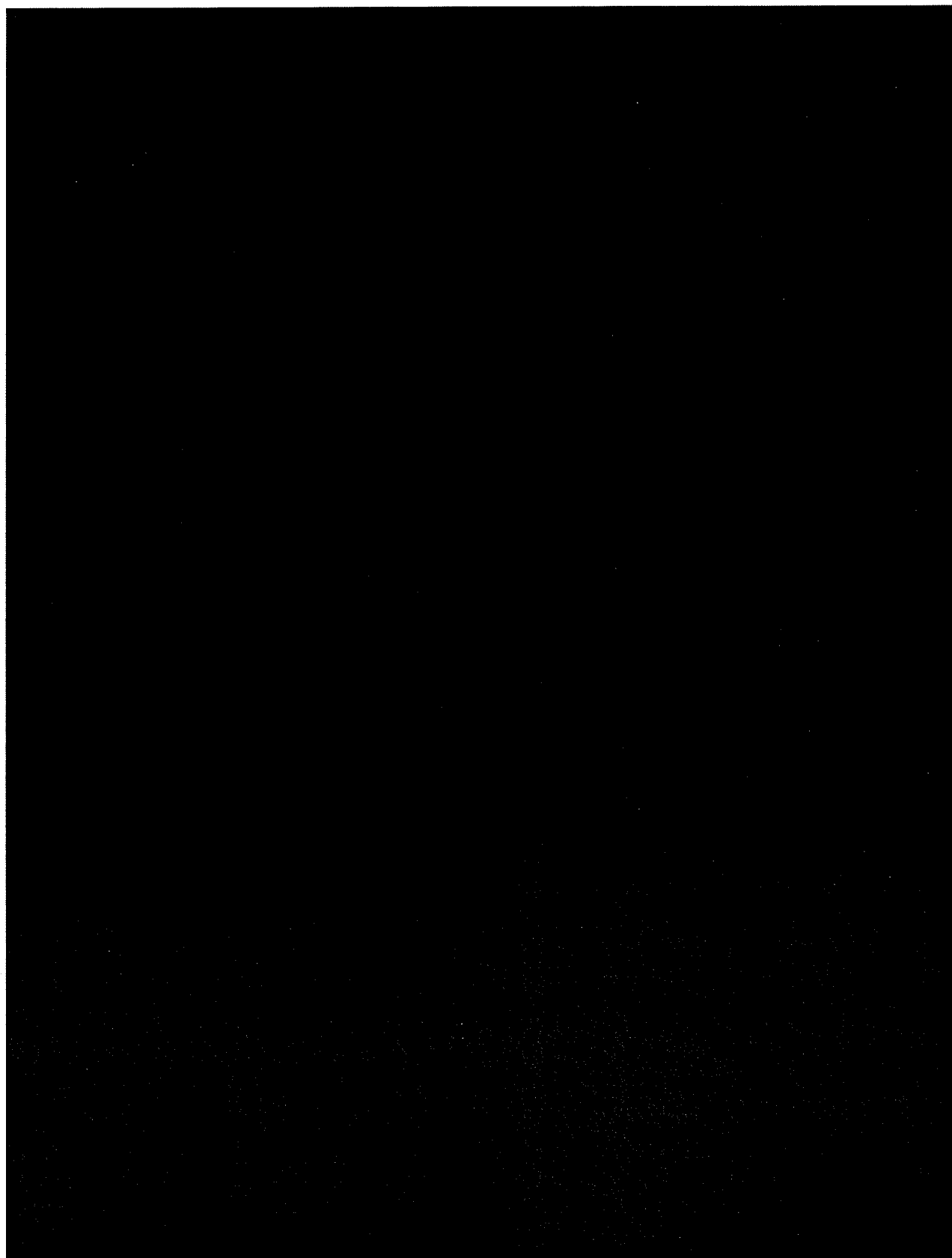
In the event Proprietary Creations should be assigned or transferred to a parent, subsidiary or related entity of the Company, or an entity owned (in whole or in part) by the Company, the Company shall make this determination and shall make the appropriate assignment or transfer or shall direct Employee to make such assignment or transfer, and Employee shall cooperate with the Company in making such assignment or transfer.

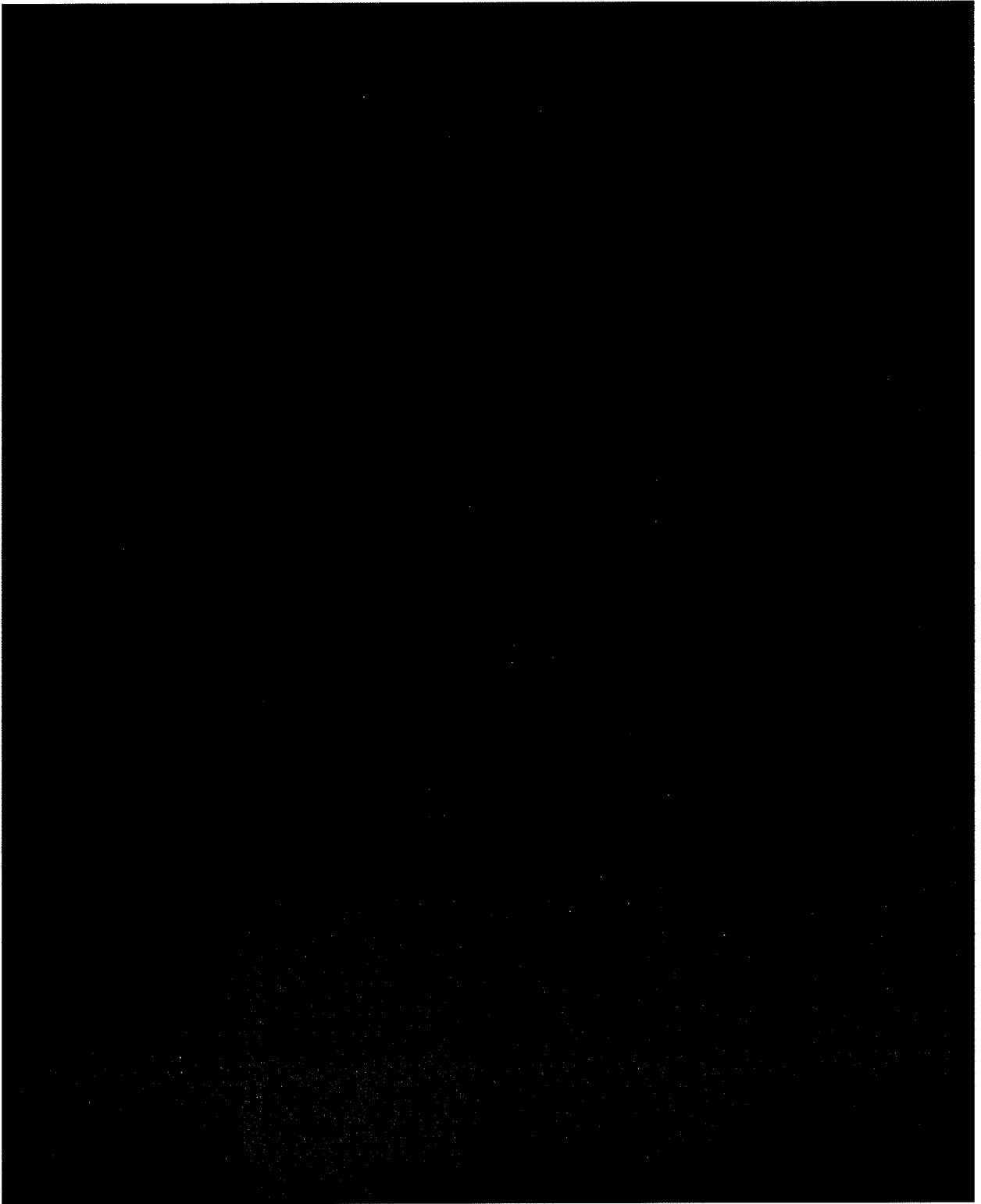






- 
18. **Assignment.** The Company's rights under this agreement will automatically be assigned to any parent, subsidiary or related entity of the Company if the Employee commences employment with the parent, subsidiary or related entity of the Company after Employee's employment with the Company ends. The Company may also assign its rights under the Agreement to any successor company. In the event of assignment of this Agreement, the entity to which this Agreement is assigned shall be included in the definition of the term "Company" as used in this Agreement. This Agreement and the respective rights, duties, and obligations of the Employee hereunder may not be assigned or delegated by Employee.
- 

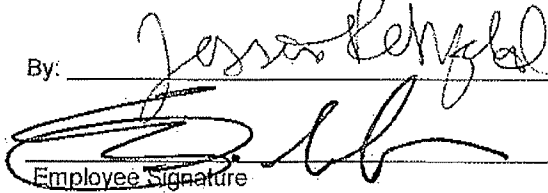




The Parties hereto have executed this Agreement as of the date set forth next to the Employee's name and signature below.

Milwaukee Electric Tool Corporation

By: _____

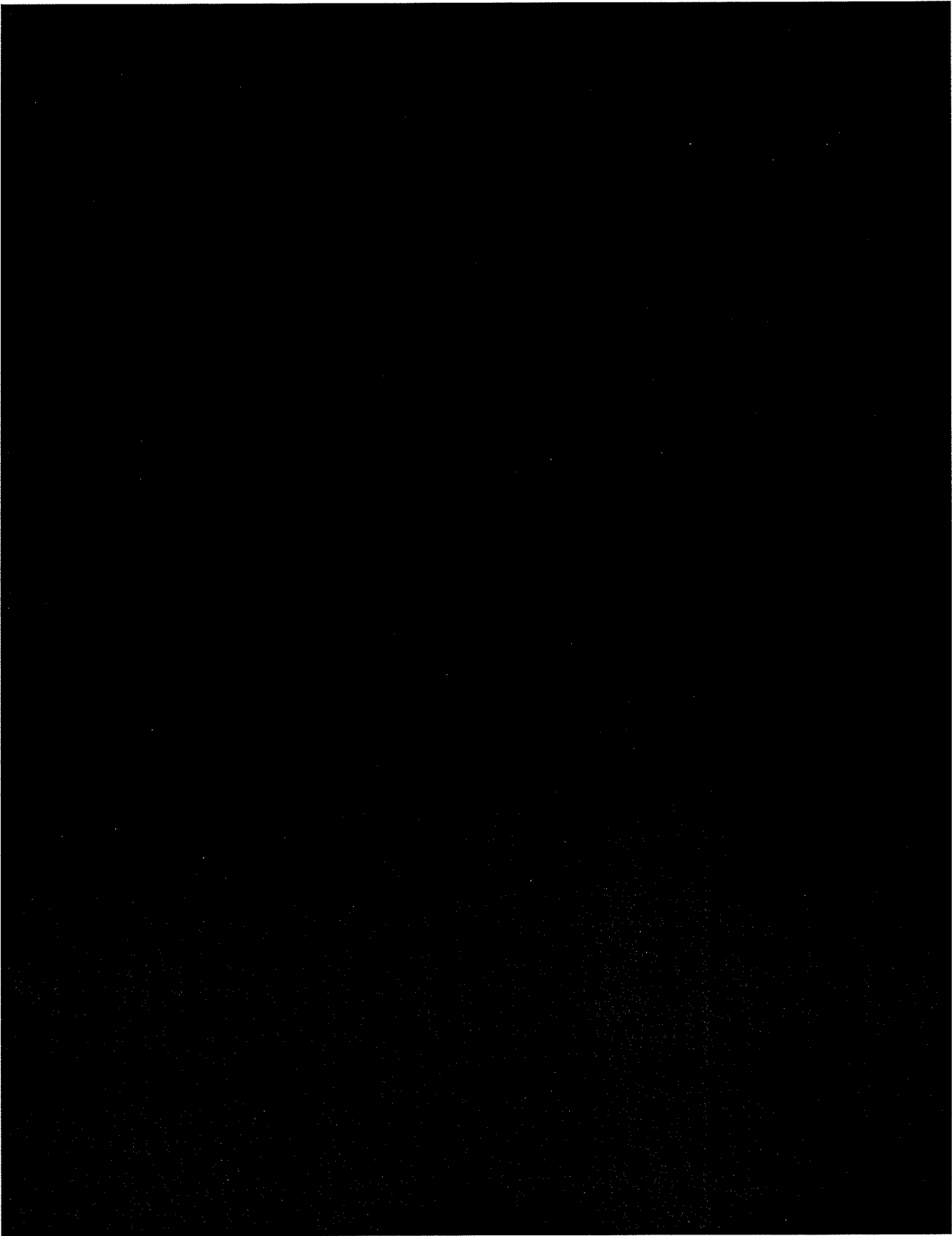

Employee Signature

Date

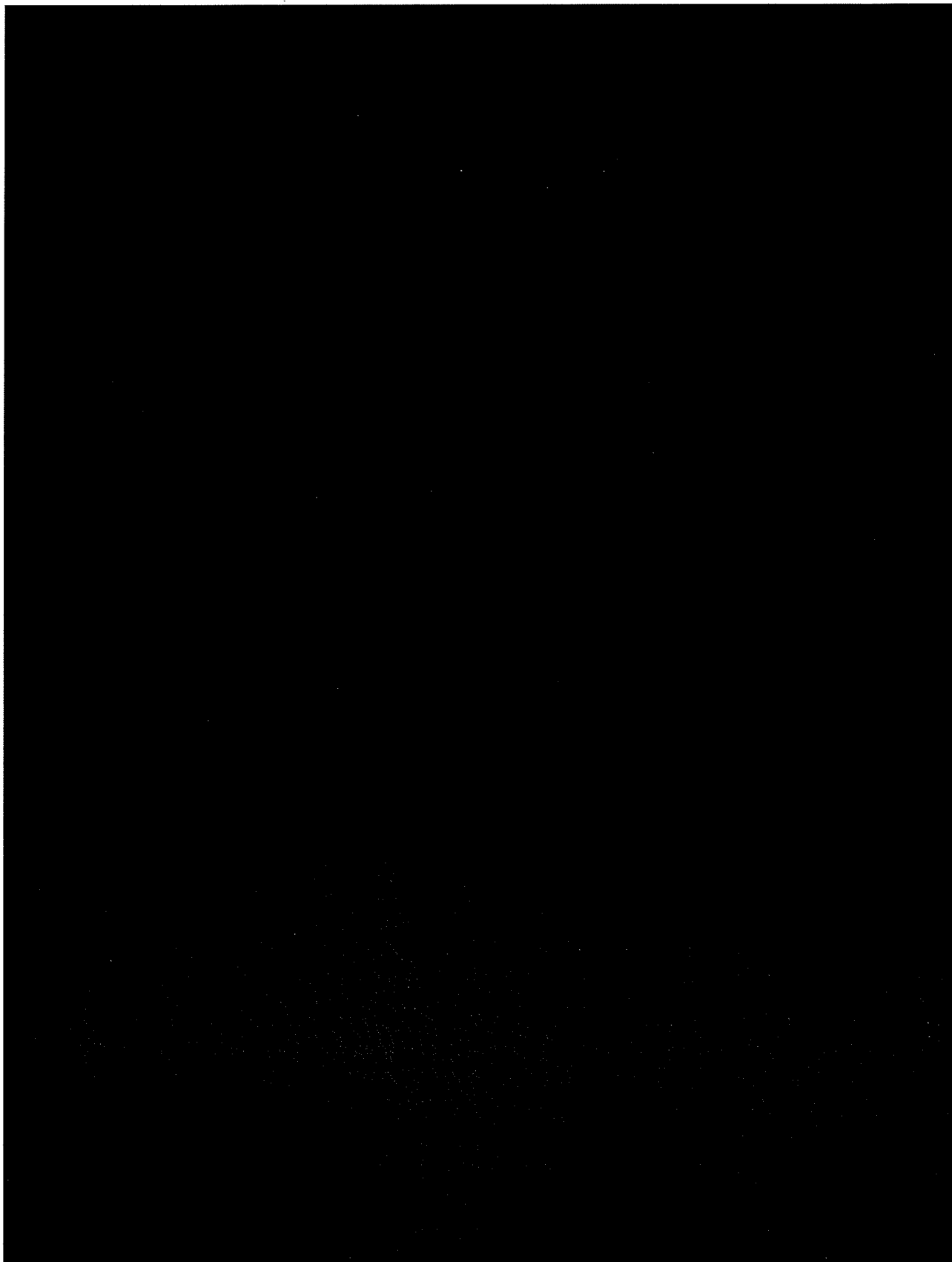
Date

Printed

Name: ERIC MACKAY



PATENT
REEL: 060810 FRAME: 0744



PATENT
REEL: 060810 FRAME: 0745

