

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7696884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RICHARD A. MARCUS	12/06/2022
JAMES N. FLEMING	06/29/2020
MARK SHURHAY	07/26/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PANDUIT CORP.
<b>Street Address:</b>	1
<b>City:</b>	TINLEY PARK
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60487
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17243852
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	7085321800
<b>Email:</b>	patents@panduit.com
<b>Correspondent Name:</b>	PANDUIT CORP.
<b>Address Line 1:</b>	18900 PANDUIT DRIVE
<b>Address Line 4:</b>	TINLEY PARK, ILLINOIS 60487
<b>ATTORNEY DOCKET NUMBER:</b>	LCB1000
<b>NAME OF SUBMITTER:</b>	AIMEE E. MCVADY
<b>SIGNATURE:</b>	/AIMEE E. MCVADY/
<b>DATE SIGNED:</b>	12/15/2022
<b>Total Attachments: 10</b>	
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ASSIGNMENT

WHEREAS, We, Richard A. Marcus, residing at 591 Gipp Drive, Manteno, in the County of Kankakee, State of Illinois 60950; James N. Fleming, residing at 1017 East Benton Avenue, Naperville, in the County of DuPage, State of Illinois 60540; and Mark Shurhay, residing at 4150 Lawn Avenue, Western Springs, in the County of Cook, State of Illinois 60558, depose and state that we are citizens of the United States of America and state that we have invented certain new and useful improvements in a

**DATA CENTER CABINET AND TOP CAPS FOR A DATA CENTER CABINET**

identified as Panduit Corp. Legal Department Case No. LCB1000 and described in patent application serial No. 17/243,852, filed April 29, 2021 and patent application Serial No. 63/019,571, filed May 4, 2020, preparatory to obtaining Letters Patent of the United States therefore; and

WHEREAS, Panduit Corp., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having its principal office and place of business at 18900 Panduit Drive, Tinley Park, Illinois 60487, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said invention or inventions, and in, to and under Letters Patent or Design Registration therefore in the United States and all other countries;

NOW, THEREFORE, BE IT KNOWN THAT, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over and by these presents do hereby sell, assign, transfer and set over to and unto said ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the said invention or inventions, and in, to

and under the above-identified application and all other applications for Letters Patent of the United States and for patents, utility models and other industrial property in all other countries for the above-entitled invention or inventions, including any and all priority rights or dates pursuant to the provisions of any International Convention for the protection of industrial property; and in, to and under all Letters Patent that may be issued for said invention or inventions in the United States and all other countries, and in, to and under all divisions, reissues, continuations and extensions thereof, and covenant that we have the full right so to do; and we hereby authorize and request the Commissioner of Patents to issue all United States Letters Patent on the invention or inventions included herein to said Assignee, as assignee of the entire interest, and we authorize said ASSIGNEE to file applications for patents, utility models and other industrial property based on said invention or inventions in ASSIGNEE's name and to claim the above identified priority rights or dates.

We further agree that we will communicate to said ASSIGNEE or its representatives or agents all facts and information known or available to me regarding said invention or inventions, including evidence for interference purposes or for other legal proceedings, whenever requested, testify in any interference or other legal proceedings; execute and deliver, on request, all lawful papers, including original, divisional, continuing and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, depositions, etc., and generally do everything possible to aid said ASSIGNEE, its successors and assigns, but at the expense of ASSIGNEE, in obtaining and enforcing proper protection for said invention or inventions, in the United States and all other countries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal.

(L.S.) Richard A. Marcus  
Richard A. Marcus

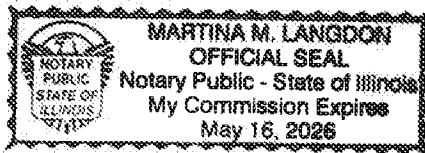
State of Illinois )  
                                  ) SS  
County of Cook )

Signed this 6th day of DECEMBER 2022

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Richard A. Marcus, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6th day of December, 2022

SEAL



Martina M. Langdon  
Notary Public

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## Employment Agreement With Post-Employment Restrictions

I agree to enter into this Employment Agreement with Panduit Corp., and its existing or future divisions and/or subsidiaries owned or controlled, directly or indirectly, by Panduit Corp., ("Panduit"). In consideration of the promises contained in this Agreement, my new or continued at-will employment by Panduit, and the additional consideration referenced below, Panduit agrees and I agree (hereinafter collectively referred to as "the Parties") as follows:

1. **Legitimate Interest**. I understand that due to the nature of Panduit's business, I am among a group of certain Panduit employees who are provided access to confidential and/or "trade secret" information (collectively, "Proprietary Information", hereinafter defined) that is proprietary to Panduit. Likewise, via my employment, I have been, or will be, introduced to or given the opportunity to develop personal contacts and an advantageous familiarity with Panduit's Customers as defined in Paragraph 3. If Panduit's Proprietary Information and/or its customer relationships were made available to Panduit's competitors or other individuals outside Panduit, or otherwise used contrary to Panduit's interests, it would likely result in a loss of business or competitive position for Panduit and/or harm Panduit's goodwill and investment in developing and maintaining its business relationships and its Proprietary Information. I understand and agree that I hold a position uniquely essential to the management, organization, and/or service of Panduit's business and that Panduit's business is inherently global in character.

2. **Additional Consideration**. I understand that as consideration for my entering into this Agreement, which includes post-employment restrictions, I have been offered employment or continued employment with Panduit and, as a result of such employment, will be (or have been) given access to Panduit's Proprietary Information, which itself constitutes independent consideration for the post-employment restrictions contained in this Agreement and would not be (or would not have been) given to me without my agreement to abide by the terms and conditions of this Agreement. In addition, I acknowledge that if applicable, eligibility for Panduit's 2020 Sales Incentive and Incentive Plans, as well as eligibility for all future Incentive Plans, is provided to me as additional consideration for my agreement to execute this Agreement and abide by the terms and conditions of this Agreement, including without limitation, the post-employment restrictions.

### 3. **Definitions**.

(a) **"Customer"**. "Customer" is defined as any business entity with whom Panduit attempted to transact or has transacted business and with which I had Material Contact during the twenty-four (24) month period immediately preceding the termination of my employment with Panduit for any reason. For the sake of clarity, Customer includes, without limitation, distributors, channel partners, contractors, system integrators, and end users.

(b) **"Panduit Product"**. "Panduit Product" is defined as any services and products manufactured, produced, distributed, sold by, or under development by Panduit and with which I had access to Proprietary Information, had contact or otherwise had familiarity, during the twenty-four (24) month period immediately preceding the termination of my employment with Panduit for any reason.

(c) **"Material Contact"**. "Material Contact" is defined as any (i) business contact I have or have had on behalf of Panduit with any Customer; (ii) business activities with a Customer that I coordinated or supervised; or (iii) any business that Panduit conducts with a Customer that results in compensation, commissions, or earnings for me, within the twenty-four (24) month period preceding the last day of my employment with Panduit. Material Contact also includes any contact that resulted in my obtaining Proprietary Information about a Customer in the ordinary course of business as a result of my employment with Panduit.

(d) **"Proprietary Information"**. "Proprietary Information" is defined as confidential or proprietary information or trade secrets of Panduit including, but not limited to, materials and information, whether written, electronic, or otherwise: (i) disclosed to me or known by me as a result of my employment with Panduit; and (ii) which is not generally known; and (iii) which relates to or concerns Panduit's products, processes, methods, techniques, services, research, development, customers, potential customers, employees, potential employees, purchasing, accounting, engineering, sales, marketing, merchandising, costs, suppliers, pricing, improvements, discoveries, policies, procedures, blueprints, computer systems, warehousing logistics, and inventions. Proprietary Information also includes all information and matters specifically designated as proprietary and/or confidential by Panduit or Panduit's Customers, vendors, or other business partners; and any information relating to any novel process employed by Panduit in the manufacture, fabrication, assembly, installation, testing or inspection of any article, apparatus or material made, used, or sold by Panduit. The following information will not be

considered Proprietary Information under this Agreement: (i) information that has become generally available to the public through no wrongful act of any party; (ii) information that I obtained prior to my applying for, seeking or obtaining employment with Panduit; and (iii) information that I have gained as a result of my general professional skill, knowledge or experience.

(e) "Competitor". "Competitor" is defined as any corporation, business, enterprise, or entity that is engaged in the developing, manufacturing, marketing, distribution, promotion, sales, delivery or servicing of goods, products or services that are substantially similar in function, design or effect to any Panduit Product.

#### 4. Work Made for Hire – Assignment of Inventions.

(a) Whenever I, alone or with others, conceive or make any improvement, discovery or invention (collectively hereinafter referred to as "Invention") relating to any concepts, data, databases, inventions, formulas, discoveries, improvements, trade secrets, original works of authorship, know-how, algorithms, computer programs, software, code, publications, websites, designs, proposals, strategies, processes, methodologies and techniques, and any and all other information, materials and intellectual property, in any medium, made, used, sold, or under development by Panduit, or pertaining to the business of Panduit (collectively referred to as "Work Product"), I will fully and promptly disclose the same to Panduit, or any persons designated by Panduit. I acknowledge that, by reason of being employed by Panduit, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by Panduit. Nothing contained in this Agreement shall be construed to reduce or limit Panduit's rights, title or interest in any Work Product so as to be less in any respect than that Panduit would have had in the absence of this Agreement. I hereby assign to Panduit all of my rights to each such Invention effective as of the date of its creation. I also agree to assign to Panduit all Inventions that I conceived or reduced to practice within one year following my termination of employment with Panduit for any reason, if such Invention is a result of Panduit information obtained by me during my employment with Panduit. At the request of Panduit, whether made by Panduit during or after termination of employment, I will promptly execute and deliver to Panduit any and all further assignments, patent applications, or such other documents as Panduit may deem necessary to effectuate the purposes of this Agreement. It is understood that all such papers shall be prepared by and at the expense of Panduit. It is further understood that this Agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of Panduit was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of Panduit, or (ii) to the Panduit's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for Panduit.

(b) I have identified on **Attachment A** all inventions or improvements relevant to the subject matter of my engagement with Panduit that I desire to remove from the operation of this Agreement, and I certify that such list is complete. If there is no such list on Attachment A, I represent that I have made no such inventions and improvements at the time of signing this Agreement.

#### 5. Post-Employment Restrictions

(a) Confidentiality Covenant. During my employment with Panduit and following the termination of my employment for any reason, I agree to take all reasonable steps to preserve the confidential and proprietary nature of Proprietary Information and to prevent the inadvertent or accidental disclosure of Proprietary Information. I further agree to not (1) disclose or transfer, directly or indirectly, any Proprietary Information to any person or entity other than as authorized by Panduit; (2) use, directly or indirectly, any Proprietary Information for the benefit or profit of any person or organization, including for my own benefit, other than Panduit; or (3) copy or remove from any of Panduit's offices or premises any Proprietary Information, except as is strictly necessary in the performance of my assigned duties as an employee. Promptly upon Panduit's request, and in any event promptly upon the termination of my employment with Panduit for any reason, I will return to Panduit (i) all Panduit property that is then in my possession, including, without limitation, all keys, access cards, cell phones, tablets, computer hardware including but not limited to any hard drives, external storage devices, diskettes, fobs, laptops, tablets, and computers (and the contents thereof), internet connectivity devices, computer software and programs, data, materials, papers, books, files, documents, and records; (ii) any and all documents or other items containing, summarizing, or describing any Proprietary Information, including all originals and copies in whatever form; and (iii) a list of passwords or codes needed to operate or access any of the items referenced in this Paragraph. I agree not to use or rely on the confidential or proprietary information or trade secrets of a third party in the performance of my work for Panduit except when obtained through lawful means. I also agree to treat the proprietary information of customers, business partners,

vendors, and third parties as confidential and will not share such information with others except as in furtherance of my job duties.

(i) Permitted Disclosures. Nothing in this Agreement prohibits or restricts me from disclosing information about any unlawful act in the workplace, including sexual harassment, or filing a charge or complaint with any federal or state regulatory agency. I understand that this Agreement does not limit my ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any agency without notice to Panduit. In addition, nothing in this Agreement in any way prohibits or is intended to restrict or impede me from exercising protected rights (including discussing the terms and conditions of employment) to the extent that such rights cannot be waived by agreement, or otherwise disclosing information as permitted by law.

(b) Non-Solicitation and Non-Interference of Customers. I agree that, during my employment with Panduit and for a period of twelve (12) months following the termination of my employment for any reason, I will not, on behalf of any entity or person other than Panduit, directly or indirectly, contact or solicit any Customer for the purpose of delivering, selling, or otherwise offering a product that is the same or similar to that of a Panduit Product. Similarly, I agree that during my employment with Panduit, and for a period of twelve (12) months following the termination of my employment for any reason, I will not directly or indirectly encourage, induce or request any Customers, or any other person or entity having business dealings with Panduit, to withdraw, curtail, or cease such business with Panduit.

(c) Non-Solicitation of Employees. During my employment with Panduit and for a period of twelve (12) months following my termination of employment from Panduit for any reason, I agree not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit any Panduit employee with whom I worked or became aware of during my employment with Panduit.

(d) Non-Competition. I agree that during my employment with Panduit, and for a period of twelve (12) months following the termination of my employment for any reason, I will not directly or indirectly participate in, supervise, or manage --- whether as an employee, consultant, agent, owner, manager, operator, partner, or in any comparable capacity --- any "Competitive Activities" in my "Territory." "Competitive Activities" means any activities that are the same as or similar in function or purpose to those I performed or supervised performance of Panduit in the two-year period preceding my termination if such activities are being undertaken for the benefit of a Competitor. Notwithstanding the foregoing, nothing herein shall be construed to prohibit ownership as a passive investor of less than two percent (2%) of the issued and outstanding stock of a publicly held corporation. My "Territory" refers to the geographic area over which I had responsibility on behalf of Panduit in the two-year period preceding my termination. If I am a sales employee, this refers to my assigned sales territory or territories in that two-year period. If I am a non-sales employee, my "Territory" shall be considered global and include any location that is within 50 miles of any Panduit office, facility, operation or other location.

6. Scope of Covenants. The Parties acknowledge that it is necessary and appropriate for Panduit to protect its legitimate business interests by restricting my ability to engage in certain competitive activities and any violation of such post-employment restrictions would result in irreparable injury to Panduit's legitimate business interests. The Parties agree that the post-employment restrictions contained in this Agreement are drafted narrowly to safeguard Panduit's legitimate business interests while not unreasonably interfering with my ability to obtain other employment. The Parties desire for the restrictive covenants, including any time period and geographic scope, to be construed as broadly as permitted by applicable law. However, if a court of competent jurisdiction finds that the time period of any of the foregoing post-employment restrictions is too lengthy, the geographic scope is too broad, or the agreement overreaches in any way, the Parties authorize and respectfully ask the court to modify or, if modification is not possible, strike the offending portion, but only that portion, and grant only the relief reasonably necessary to protect such interest or interests and to achieve the original intent of the Parties to the extent possible.

7. Entire Agreement. No representation, promise, understanding, or warranty not set forth herein has been made or relied upon by either party in making this Agreement. No modification, amendment or addition will be valid, unless set forth in writing and signed by the party against whom enforcement of any such modification, amendment or addition is sought.

8. At Will Employment. Nothing in this Agreement shall be deemed to constitute a contract of employment for any given duration. My relationship with Panduit shall be employment-at-will and either Panduit or I may terminate it at any time for any reason without liability. The at-will relationship between Panduit and me can only be changed by a written agreement signed by the most senior leader of Human Resources.



9. **Subsequent Positions.** I agree that the terms of this Agreement, including the restrictive covenants contained herein, will apply regardless of any subsequent positions I may hold with Panduit.

10. **Subsequent Employment.** In order to protect Panduit's rights under this Agreement, I agree that for a period of twelve (12) months following the termination of my employment with Panduit for any reason, upon request by Panduit, I will provide Panduit with complete and accurate information concerning my plans for employment. I also agree that I will make the terms and conditions of the post-employment restrictions in this Agreement known to any entity with which I become associated during my employment with Panduit and in the twelve (12) month period after the termination of my employment for any reason. I understand that I have a duty to contact Panduit if I have any questions regarding whether or not my conduct would be restricted by this Agreement.

11. **Assignment of Agreement.** Panduit may assign this Agreement, its obligations, rights, interests and remedies under this Agreement, at any time in the discretion of Panduit and without notice to me. The validity of this Agreement will not be affected by the sale (whether via a stock or asset sale), merger, or any other change in ownership of Panduit. I understand that my obligations under this Agreement are personal, and that I may not assign this Agreement, or any of my rights, interests, or obligations under this Agreement.

12. **Non-Waiver.** No failure or delay by any party to this Agreement in exercising any right, power or privilege hereunder, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein will be cumulative and in addition to any rights or remedies provided by law or equity.

13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any conflict of law principles.

14. **Counterparts & Signatures.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Facsimile, electronic, and other copies or duplicates of this Agreement are valid and enforceable as originals. Similarly, Agreements signed by hand, electronically, or, on behalf of Panduit, by signature stamp, are valid and enforceable as original signatures.

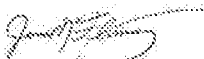
15. **Notice of Immunity.** I understand that nothing in this Agreement is intended to prohibit me from disclosing information, including Proprietary Information, which is permitted to be disclosed by the Federal Defend Trade Secrets Act, which provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, I understand that if I file a lawsuit against Panduit for retaliation based on the reporting of a suspected violation of law, I may disclose a trade secret to my attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order. To the extent I suspect a violation of the law, I understand that I should report my suspicion to an officer of Panduit or in accordance with relevant Panduit policies.

16. **Fair Meaning.** The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.


By executing this Agreement below, the Parties confirm they have read, understood, and voluntarily agreed to be bound by the entire Agreement.

**Employee**  
Printed: .....  
Signed: .....  
Dated: .....

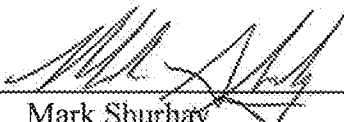
**Attachment A**  
**List of Prior Inventions or Improvements**

**Signature:** 

**Email:** jnf@panduit.com

Effective Date	Document Attachment	Signature Type	Signed By	Signature Date
05/29/2020	 Employment Agreement.docx	E-sign by Adobe Sign	Jim Fleming (Terminated)	06/29/2020 03:32:58 PM

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal.

(L.S.)   
Mark Shurhay

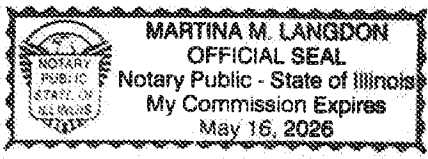
Signed this 26<sup>th</sup> day of JULY, 2022

State of Illinois )  
  ) SS  
County of Cook )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Mark Shurhay, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 26<sup>th</sup> day of July, 2022

SEAL



  
Notary Public

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