

PATENT ASSIGNMENT COVER SHEET

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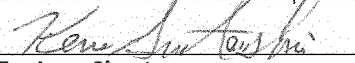
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Kevin Serwatowski	03/19/2016
RECEIVING PARTY DATA	
Company Name:	Sensormatic Electronics, LLC
Street Address:	6600 Congress Avenue
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	18756274
Application Number:	18446886
Patent Number:	11764989
Patent Number:	11431520
Application Number:	62752025
CORRESPONDENCE DATA	
Fax Number:	
<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:	2026725300
Email:	dwityak@foley.com, IPDocketing@Foley.com
Correspondent Name:	Daniel Wityak
Address Line 1:	FOLEY & LARDNER LLP
Address Line 2:	3000 K STREET N.W., SUITE 600
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20007-5109
ATTORNEY DOCKET NUMBER:	116137-0238
NAME OF SUBMITTER:	Daniel Wityak
SIGNATURE:	Daniel Wityak
DATE SIGNED:	07/15/2024
Total Attachments: 1	

EMPLOYEE INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

For and in consideration of employment, the continuation of employment by Johnson Controls, Inc., and affiliated companies and joint ventures ("Employer") or for other consideration, the receipt and adequacy of which is acknowledged, I hereby agree as follows:

- Background.** Employer has developed and continues to develop specialized techniques, processes, practices, and products which provide it a competitive advantage. Employer has expended significant time, money, and resources in its business activities, including in research and development activities. Employer has developed, owns, or has otherwise obtained exclusive rights relating to various aspects of its business, including the design, manufacture, application, sale, and testing of products and related technology. I agree to perform work on behalf of Employer, including but not limited to providing services, designs, prototypes and materials as directed by Employer, and other related work and services (collectively, the "Work") according to the terms and conditions set forth in this Agreement. This Agreement shall cover all Work I perform after I commence employment with Employer.
- Intellectual Property.** I shall promptly disclose to Employer any and all inventions, whether patentable or unpatentable, and any works of authorship including but not limited to computer programs (individually or collectively referred to as "Intellectual Property") which were made or conceived by me, either solely or jointly, during the term of my employment and relating to the current and reasonably anticipated business of Employer. "Intellectual Property" also includes any idea, concept, design, prototype, product configuration, invention, improvement, modification, patentable subject matter, method, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawing, diagram, flow chart, documentation, know-how, work of authorship, copyrightable subject matter, derivative work, trademark or trade name, and any other subject matter, material or information that qualifies and/or is considered by Employer to qualify for patent, copyright, trademark, trade dress, trade secret, or any other protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act. Intellectual Property also includes Confidential and Proprietary Information (defined below) learned, obtained or developed in connection with my employment. If I am employed in California, I understand that I am not required to assign, or offer to assign, any rights in an invention developed entirely on my own time without using Employers' equipment, supplies, facilities, or trade secret information except for those inventions that either: a) relates at the time of conception or reduction to practice of the invention to Employer's business, or actual or demonstrably anticipated research or development of Employer; or b) results from any work performed by me for Employer.
- Assignment and Ownership.** I acknowledge and agree that Intellectual Property under this Agreement is Employer's sole and exclusive property. I agree to assign and hereby assign to Employer ownership of all right, title and interest in Intellectual Property relating to the Work, including any Intellectual Property (of any kind) conceived, created, or otherwise obtained by me during the term of this Agreement. I will neither obtain nor retain any rights in Intellectual Property under this Agreement. Any copyrightable work under this Agreement will be considered to be a "work made for hire" on Employer's behalf under the Copyright Act, as amended, 17 U.S.C. § 101 *et seq.* Employer owns all physical property, materials and prototypes related to the Work. I agree to cooperate with Employer and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Employer to apply for, obtain, maintain, transfer, or enforce any intellectual property right relating to this Agreement, including any patent, trademark or copyright, at Employer's request and Expense. Without further compensation, I will do all lawful things, including maintaining adequate and current records which shall be the property of Employer, rendering assistance, executing documents and performing all acts reasonably necessary for Employer to perfect, at its sole option and expense, its right in Intellectual Property in the United States or in any other country or jurisdiction.
- Confidential Information.** I agree that during the course of my employment, Employer may disclose Confidential and Proprietary Information to me. "Confidential and Proprietary Information" means information related to Employer's business not generally known in the trade or industry, and that Employer considers confidential and/or proprietary, including but not limited to: (i) all technical and business information of Employer; (ii) any confidential information I obtain from Employer or that I develop in connection with my employment; (iii) any information that is disclosed in confidence to Employer 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 Employer. It also includes specifications, pricing information, financial data, personnel information, market information, business arrangements and other non-public information of Employer. It does not include any information I can prove was 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 Employer's success depends upon, among other things, current and former employees keeping such Confidential and 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 Employer's trade secrets. While employed by Employer and for two years after the cessation of employment, or as long as the information remains confidential or proprietary, I shall not disclose to others, copy or use, except as authorized by Employer, any Confidential or Proprietary Information. I agree to respond to reasonable questions from Employer regarding my employment with any subsequent employer that could potentially implicate the disclosure of Confidential and Proprietary information.
- Return of Materials.** Upon termination of my employment for any reason, or earlier upon Employer's request, I will surrender any and all Confidential or Proprietary Information, including all copies thereof whether in printed or electronic form.
- Successors.** This agreement also applies to the business of Employer's successors, subsidiaries and entities owned or controlled by it during or after the period of employment. If I am employed by or transferred to a successor, subsidiary or entity owned or controlled by Employer, this Agreement will continue in full force and effect. The terms of this Agreement cannot be waived or modified except expressly in writing, signed by an officer of Employer.
- Irreparable Harm.** I agree that a violation or threat of violation of this Agreement will cause Employer serious harm and that damages would be an inadequate remedy. Therefore, if I breach this Agreement, Employer will be entitled to an immediate court injunction and other remedies under applicable laws. Employer shall recover all expenses it incurs, including its reasonable attorneys' fees, in enforcing this Agreement.
- Severability.** If one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained therein.
- At Will Employment.** This agreement does not place any obligation upon Employer to employ me for any definite period, nor upon me to accept employment for any definite period.

I have listed on the reverse side of this Agreement all inventions and improvements, patented or otherwise, that I made or conceived prior to employment with Employer, and desire that these inventions and improvements be excluded from this Agreement.


Employee Signature

Kevin Serwatowski
Print Name

3/19/16
Date