

02-14-2001

FORM PTO-1595

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OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101613044

Attorney Docket No. HKZ-029CPUS

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gek-Kee Sim

2-7-01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Heska Corporation

Internal Address:

FEB 7 2001

Street Address: 1613 Prospect Parkway

City: Fort Collins State: Colorado ZIP: 80525

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: by Notary indicating true copy of assignment January 26, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/646,561

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth A. Hanley, Esq.

Internal Address: Lahive & Cockfield, LLP

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

12-0080

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth A. Hanley, Reg. No. 33,505

Name of Person Signing

Signature

February 1, 2001

Date

Total number of pages including cover sheet, attachments, and document:

4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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PATENT
REEL: 011502 FRAME: 0710

COPY

**EMPLOYEE CONFIDENTIAL INFORMATION
AND INVENTIONS AGREEMENT**

THIS AGREEMENT is between Heska Corporation a California corporation (the "Company"), and GekKee Sim (Employee").

PURPOSE OF THE AGREEMENT

I wish to be employed by, or continued in the employment of, the Company, and the Company wishes to employ me, or continue to employ me, provided that, in so doing, it can protect its trade secrets and inventions, ideas, information, business, and good will.

In consideration of this purpose, and the mutual promises in this Agreement, I agree with the Company as follows:

1. **Confidential Information.** I will hold in confidence during the entire term of my employment and for five years after the termination of my employment all Confidential Information of the Company and all Confidential Information of companies or persons other than the Company given to the Company under an agreement prohibiting its disclosure. "Confidential Information" refers to valuable technical or business information that is not known by the public. By way of example, Confidential Information may include information relating to: inventions or products, including unannounced products; research and development activities; requirements and specifications of specific customers and potential customers; nonpublic financial information; and quotations or proposals given to customers.

These restrictions on disclosure do not apply if (i) the information is or becomes publicly known through no wrongful act or part; (ii) I already knew the information prior to the time I began employment with the Company, other than by disclosure to me by the Company; (iii) I received the information without any wrong doing from someone outside the Company who does not have an obligation to keep the information confidential; (iv) the information is explicitly approved for release by an officer of the Company; or (v) the information is disclosed pursuant to the requirement of a governmental agency.

(2) **Disclosure and Assignment of Inventions.** I will promptly disclose and assign to the Company my entire right, title and interest in all Inventions. "Inventions" refers to (a) all technical or business innovations, whether or not patentable or copyrightable, made by me during the term of my employment; and (b) all technical or business innovations, whether or not patentable or copyrightable, based upon the Company's Confidential Information and made by me after leaving the Company's employment. I will keep adequate written records of all Inventions made by me, such as notebooks, sketches, program listings and the like, which are the property of the Company. Notwithstanding the foregoing, I am not required to assign to the Company, although I must disclose, any invention: (a) for which no equipment, supplies, facilities or Confidential Information of the Company were used and which was developed entirely on my own time; (b) which at the time of conception or reduction to practice did not relate directly to the business of the Company or the Company's actual or demonstrably anticipated research or development; and (c) which did not result from any work I performed for the Company. The disclosure of such inventions must be made so that the parties can make a determination whether such inventions do in fact qualify for exclusion from assignment to the Company. The Company will keep confidential any such information I disclose. I will take all steps necessary to assist the Company in securing any patents, copyrights, or other protection for Inventions which I am required to assign to the Company as provided above. If I am unable or unwilling, whether during my employment or after termination, to sign any papers needed to apply for or pursue any patent or

copyright registrations for Inventions, I agree that the Company is my attorney-in-fact for that purpose and can sign such papers as my agent and take any other actions necessary to pursue these registrations.

3. Tangible Materials. All tangible materials that incorporate Confidential Information are the Company's property, and I will give all these materials back to the Company at the termination of my employment or earlier upon the Company's request.

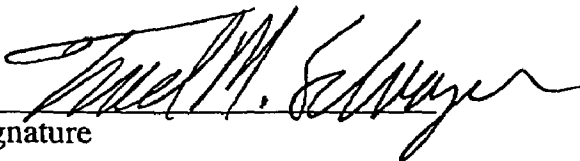
4. Duties to Third Parties. I represent that, to the best of my knowledge, compliance with the terms of this Agreement will not violate any duty that I may have to anyone other than the Company (such as a former employer) to keep such person's proprietary information in confidence or to refrain from using that person's patents or copyrights. If at any time during my employment with the Company, I am asked by the Company to perform work which I believe may cause me to violate a duty I have to someone other than the Company, I will immediately inform an officer of the Company so that an assessment of the situation may be made. I also agree that I will not, during my employment with the Company, bring onto the Company's premises, use or disclose to the Company any proprietary information or trade secrets of any former employer or any other person without that person's consent.


5. Miscellaneous. This is the only agreement between the Company and myself about confidential information and the ownership of inventions, and may not be modified, amended or terminated, in whole or in part, except in a writing signed by me and by an officer of the Company. I agree that, unless it is so modified, amended, or terminated, this Agreement shall be operative and binding with respect to the entire term of my employment with the Company, even if such term or employment commenced prior to the date on which I signed this Agreement. Any change in my title, compensation or duties will not affect this Agreement. This Agreement, other than the provisions which are expressly applicable only during my employment with the Company, will survive termination of my employment for any reason, and will continue for the benefit of and will be binding upon the successors, assigns, heirs and legal representatives of the Company and myself. The waiver by the Company of a breach of any of the obligations of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me. In the event any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement will be governed by the laws of the State of California governing contracts between residents to be performed in the State of Colorado.

HESKA CORPORATION

EMPLOYEE

Fred M. Schwarzer
President/CEO


Signature


Signature

By: Mirosława Saraullo
Name: Mirosława Saraullo
Title: HR Representative

2001 Before me, a Notary Public in and for said county and state, on this 26th day of April January
~~1999~~, personally appeared Miroslawa Saraullo, as HR Representative
 of Heska Corporation, 1613 Prospect Parkway, Fort Collins, Colorado, known to me to be the
 person whose name is subscribed to the foregoing instrument.

My commission expires: Nov. 22, 2004

PATENT
REEL: 011502 FRAME: 0713