

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rudolph Park	05/23/2000
RECEIVING PARTY DATA	
Name:	Advanced Bionics Corporation
Street Address:	25129 Rye Canyon Rd.
City:	Valencia
State/Country:	CALIFORNIA
Postal Code:	91355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11043404
CORRESPONDENCE DATA	
Fax Number:	(832)446-2424
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8324462400
Email:	wcpatent@counselip.com
Correspondent Name:	Wong Cabello
Address Line 1:	20333 State Highway 249
Address Line 2:	Suite 600
Address Line 4:	Houston, TEXAS 77070
ATTORNEY DOCKET NUMBER:	585-0031US6
NAME OF SUBMITTER:	Terril Lewis
Total Attachments: 1 source=Park-AB Employment Agreement#page 1.tif	

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ADVANCED BIONICS POLICY LETTER NUMBER 2

EMPLOYEE INVENTION AND CONFIDENTIAL INFORMATION AGREEMENT

This Agreement is entered into between Advanced Bionics Corporation (hereinafter " Employer") and the undersigned Employee.

In exchange for the salary or wages paid to Employee by Employer, Employer and Employee agree that during the course of Employee's employment, Employer expects the Employee to develop and receive from co-workers inventions and confidential information relating to Employer's business and to the Employer's actual and anticipated research and development.

1. Employee will, during the term of his/her employment and thereafter, keep confidential and refrain from using or disclosing to others all confidential information¹ and trade secrets of Employer, which Employee develops or learns about during the course of his/her employment.
2. As to all inventions made by Employee during the term of his/her employment, solely or jointly with others, which are made with Employer's equipment, supplies, facilities, trade secrets or time, which relate to the business of Employer or the Employer's actual or demonstrably anticipated research or development, which result from any work performed by the Employee for Employer, Employee agrees that such inventions shall belong to Employer and he/she promises and agrees to assign such inventions to the Employer and to cooperate with Employer to obtain patents on the inventions for the Employer in the United States and all foreign countries. Employee also agrees that Employer shall have the right to keep such inventions as trade secrets, if Employer chooses. Employee agrees to assign to Employer his/her rights in any other inventions where Employer is required to grant those rights to the U.S. Government or any agency thereof.
3. This Agreement does not apply to any inventions which an employee may not be required to assign to his/her employer under Section 2870 of the California Labor Code.²

Signed at Sylmar, California this 23rd day of May 20 00.

Rudolph Pawe
Employee

¹Confidential information includes information received from third parties under an obligation of nondisclosure, as well as all proprietary and confidential information developed by or for Employer and/or Employer's subsidiaries and affiliates.

²Sec. 2870. Employment agreements; assignment of rights

- a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - 1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - 2) Result from any work performed by the employee for the employer.
- b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

(Added by Stats. 1979, c. 1001, p.3401, § 1. Amended by Stats. 1991, c. 647 (S.B.879), § 5.)