

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Assignment by Affidavit										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ping LIN</td> <td>10/24/2005</td> </tr> <tr> <td>Samantha O'NEILL</td> <td>04/01/2004</td> </tr> <tr> <td>Elizabeth VUONG</td> <td>07/20/2005</td> </tr> <tr> <td>Jia XU</td> <td>04/23/2001</td> </tr> </tbody> </table>		Name	Execution Date	Ping LIN	10/24/2005	Samantha O'NEILL	04/01/2004	Elizabeth VUONG	07/20/2005	Jia XU	04/23/2001
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<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>AVIVA BIOSCIENCES CORPORATION</td> </tr> <tr> <td>Street Address:</td> <td>11180 Roselle Street, Suite 200</td> </tr> <tr> <td>City:</td> <td>San Diego</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92121</td> </tr> </table>		Name:	AVIVA BIOSCIENCES CORPORATION	Street Address:	11180 Roselle Street, Suite 200	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121
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<b>PROPERTY NUMBERS Total: 1</b>											
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<b>CORRESPONDENCE DATA</b>											
Fax Number: (858)720-5125 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (858) 720-5117 Email: dblevins@mofo.com Correspondent Name: Peng Chen Address Line 1: Morrison & Foerster LLP Address Line 2: 12531 High Bluff Drive, Suite 100 Address Line 4: San Diego,, CALIFORNIA 92130											
ATTORNEY DOCKET NUMBER:	47184-20011.20										
NAME OF SUBMITTER:	Peng Chen										
Total Attachments: 23											

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**PATENT**  
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Docket No.: 471842001120  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

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In re Patent Application of:  
Ping LIN et al.

Application No.: 11/264,413

Confirmation No.: 5604

Filed: October 31, 2005

Art Unit: 1636

For: METHODS AND COMPOSITIONS FOR  
DETECTING NON-HEMATOPOIETIC CELLS  
FROM A BLOOD SAMPLE

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Examiner: James S. Ketter

**STATEMENT REGARDING THE INVENTION BY EMPLOYEE**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

I, Andrea Ghetti, Ph.D., declare as follows:

1. I currently hold the position of President of Aviva Biosciences, Inc.
2. I have firsthand knowledge of the facts that the invention described and/or claimed in the present application was made by the following employees while they were employed by Aviva Biosciences, Inc.:
  - a. Ping Lin
  - b. Samantha O'Neil
  - c. Elizabeth Voung
  - d. Jia Xu

3. Attached are true and correct copies of the applicable Proprietary Information and Employee Invention Agreements for each of the aforementioned employees.

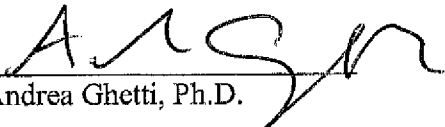
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed

Dated: March 16, 2011

Respectfully submitted,

Aviva Biosciences, Inc.

By

  
Andrea Ghetti, Ph.D.



## Proprietary Information and Employee Inventions Agreement

IT IS AGREED BETWEEN AVIVA Biosciences Corporation (hereinafter the "Company"), and PING LIN, (hereinafter "Employee"), as follows:

### ☒ Employment

The Company has hired an Employee to work in the position of Scientific Manager. Employee acknowledges that, as a part of his/her employment, may be given access to the Company's proprietary information.

### ☒ Confidential Information of Others

Employee represents to the Company that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, bring to the Company, disclose to the Company, or cause the Company to use, such documents or other confidential or proprietary information belonging to others. Employee represents that he/she can perform the duties of the position with the Company without violating obligations to, or confidence, with any other person or company. Employee agrees to provide the Company with copies of all nondisclosure agreements that he/she has entered into with previous employers or otherwise within the past ten (10) years.

### ☒ Definition of Proprietary Information

As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or efforts of the Company, (iii) the registration of patents or investigations of the Company, (iv) the business of any customer of the Company, or (v) the skills and compensation of any Company employee. Proprietary Information includes, for example and without limitation, trade secrets (as defined by California Civil Code §3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, information regarding biological materials, cell lines and assay components, clinical data, marketing plans and strategies, and information concerning employees, customers, or vendors.

### ☒ Proprietary Information to be Kept in Confidence

Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period employment and thereafter he/she will not: (i) directly or indirectly use the Proprietary Information other than in the course of performing duties as an employee of the Company; or (ii) directly or indirectly disclose any Proprietary Information to any person or entity, except in the course of performing his/her duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations, as established from time to time, for the protection of its Proprietary Information.

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858.552.0888 Phone • 858.552.9291 Fax  
www.avivabio.com

#### Other Employment

Employee agrees that during the period of employment by the Company, he/she will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity (other than for the Company) which relates to any line of business in which the Company is now or at such time is engaged or to any related business, or which would otherwise conflict with his/her employment obligations to the Company.

#### Not Employment Contract

This is not an employment contract. Nothing in this Agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Employee or the Company, which are hereby expressly reserved, to terminate Employee's employment at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.

#### Return of Materials at Termination

In the event of any termination of employment, whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records, and other information pertaining to or arising from his/her employment with the Company, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

#### Disclosure to Company

Employee agrees promptly to disclose to the Company any and all inventions, discoveries, improvements, trade secrets, formulas, techniques, processes, and know-how, whether or not patentable and whether or not reduced to practice, and all works of authorship, whether or not copyrightable, conceived, developed, or learned by the Employee during the period of employment with the Company, either alone or jointly with others, which relate to or result from the actual or anticipated business, work, research or investigations of the Company, or which result, to any extent, from use of the Company's property or facilities or of the Proprietary Information (the foregoing hereinafter collectively referred to as the "Inventions").

#### Inventions as Sole Property of Company

Employee acknowledges and agrees that all the works of authorship and inventions shall be the sole property of the Company or any other entity designated by the Company, and the Employee hereby assigns to the Company his/her entire right and interest in and to all such works of authorship and inventions. Such assignment does not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code; provided, however, that Employee shall maintain contemporaneous written records of the process of creating such an invention; and provided further that such invention (including the records relating thereto) remains subject to the disclosure obligations of the preceding paragraph. The Company or any other entity designated by it shall be the sole owner of all domestic and foreign rights pertaining to the inventions. In case any invention is described in a patent application or disclosed to third parties by Employee within one year after leaving the employ of the Company, it is hereby deemed that the invention was conceived during the period of Employee's employment by the Company and the invention will belong to the Company unless proved to have been conceived following termination of such employment.

#### Assistance Required in Protecting Inventions

Employee further agrees to assist the Company in every way (at the Company's expense) to secure legal protection for all works of authorship and inventions, including but not limited to applications for patents and copyrights. To that end, by way of illustration but not limitation, Employee will

testify in any suit or other proceeding involving any of the Inventions or works of authorship, execute all documents which the Company reasonably determines to be necessary or convenient for use in obtaining protection therefor and enforcing same, and execute all necessary assignments thereof to the Company or persons designated by it. Employee's obligation to assist the Company shall continue beyond the termination of his/her employment, but the Company shall compensate Employee at a reasonable rate after such termination for the time actually spent by Employee at the Company's request on such assistance. In the event the Company is unable for any reason whatsoever to secure the signature of Employee to any lawful and necessary documents required, including those necessary for the assignment of, application for, or prosecution of any United States or foreign applications for letters patent or copyright, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the assignment, prosecution, and issuance of letters patent or copyright thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever which Employee may now have or may hereafter have for infringement of any patent or copyright resulting from any such application.

#### ☒ List of Prior Inventions

All inventions, if any, which Employee made prior to his/her employment by the Company are excluded from the scope of this Agreement. As a matter of record, Employee has set forth on Exhibit A attached hereto a complete list of all inventions, discoveries, or improvements relating to the Company's business which have been made by Employee prior to his/her employment with the Company. Employee represents and covenants that such list is complete.

#### ☒ Business Relationships

Employee acknowledges that the Company's relationships with its employees (including agents and representatives), customers, prospective customers, prospects and vendors are valuable business assets. Employee therefore agrees that for a period of one year after termination of employment he will not directly or indirectly: (i) solicit or accept business related to products or services competitive with those of the Company from any of the Company's customers, prospective customers and prospects; or (ii) induce or solicit any of the Company's employees to leave their employment. This provision shall not affect Employee's right to compete after termination of employment with the Company.

#### ☒ The Company's Right to Immediate Injunctive Relief

Employee specifically recognizes, acknowledges and agrees that any breach or any threatened breach of any paragraph, term, provision and/or covenant of Sections 4, 5, 7, 8, 9, 10 and/or 12 of this Agreement would cause irreparable injury to the Company which will not be adequately compensable in monetary damages and that the remedy at law for any such breach will be entirely insufficient and inadequate to protect the Company's legitimate interests. Therefore, Employee specifically recognizes, acknowledges and agrees that the Company shall at any and all times be and remain fully entitled to seek and obtain immediate temporary, preliminary and permanent relief for any such breach in addition to any and all other relief, damages and/or other remedies available to the Company at law, in equity and/or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.

#### ☒ Survival of Certain Provisions of this Agreement

Each and all of the terms, provisions and/or covenants of each of Paragraph Nos. 4, 7, 8, 9, 10, 11, 12 and 13 of this Agreement shall, for any and all purposes whatsoever, survive the termination of this Agreement.

#### ☒ General

To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified or deleted in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent.

This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its subsidiaries, affiliates, successors, and assigns.

This Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of law.

This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

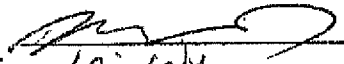
The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate.

The Agreement represents the entire agreement between Employee and the Company with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements. This Agreement may be modified only by a duly authorized and executed writing signed by both Employee and an authorized representative of the Company.

"Company"

"Employee"

AVIVA Biosciences

By:   
Name: Lei Wu  
Its: VP  
Dated: 10/24/05

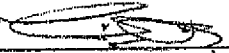
  
Name: PING LIN  
Dated: 10/24/05



EXHIBIT A

The following is a list of all inventions, discoveries, or improvements relating in any way to the Company's business, which have been made by Employee prior to his/her employment with Company.

Employee's Initials  
(one line only)

None

VP As listed below (use additional sheets if necessary):

GenWay: IgY based Human Serum  
abundant protein depletion technology.

Additional sheets attached

Acknowledged:

AVIVA Biosciences

Dated:

10/24/05

By:

Name:

Its:

[Signature]  
Lee Wy  
VP



## **Proprietary Information and Employee Inventions Agreement**

IT IS AGREED BETWEEN AVIVA Biosciences Corporation (hereinafter the "Company"), and SAMANTHA O'NEILL, (hereinafter "Employee"), as follows:

### ☐ Employment

The Company has hired an Employee to work in the position of SLIDE READER. Employee acknowledges that, as a part of his/her employment, may be given access to the Company's proprietary information.

### ☐ Confidential Information of Others

Employee represents to the Company that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, bring to the Company, disclose to the Company, or cause the Company to use, such documents or other confidential or proprietary information belonging to others. Employee represents that he/she can perform the duties of the position with the Company without violating obligations to, or confidence, with any other person or company. Employee agrees to provide the Company with copies of all nondisclosure agreements that he/she has entered into with previous employers or otherwise within the past ten (10) years.

### ☐ Definition of Proprietary Information

As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or efforts of the Company, (iii) the registration of patents or investigations of the Company, (iv) the business of any customer of the Company, or (v) the skills and compensation of any Company employee. Proprietary Information includes, for example and without limitation, trade secrets (as defined by California Civil Code §3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, information regarding biological materials, cell lines and assay components, clinical data, marketing plans and strategies, and information concerning employees, customers, or vendors.

### ☐ Proprietary Information to be Kept in Confidence

Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period employment and thereafter he/she will not: (i) directly or indirectly use the Proprietary Information other than in the course of performing duties as an employee of the Company; or (ii) directly or indirectly disclose any Proprietary Information to any person or entity, except in the course of performing his/her duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations, as established from time to time, for the protection of its Proprietary Information.

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□ Other Employment

Employee agrees that during the period of employment by the Company, he/she will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity (other than for the Company) which relates to any line of business in which the Company is now or at such time is engaged or to any related business, or which would otherwise conflict with his/her employment obligations to the Company.

□ Not Employment Contract

This is not an employment contract. Nothing in this Agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Employee or the Company, which are hereby expressly reserved, to terminate Employee's employment at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.

□ Return of Materials at Termination

In the event of any termination of employment, whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records, and other information pertaining to or arising from his/her employment with the Company, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

□ Disclosure to Company

Employee agrees promptly to disclose to the Company any and all inventions, discoveries, improvements, trade secrets, formulas, techniques, processes, and know-how, whether or not patentable and whether or not reduced to practice, and all works of authorship, whether or not copyrightable, conceived, developed, or learned by the Employee during the period of employment with the Company, either alone or jointly with others, which relate to or result from the actual or anticipated business, work, research or investigations of the Company, or which result, to any extent, from use of the Company's property or facilities or of the Proprietary Information (the foregoing hereinafter collectively referred to as the "Inventions").

□ Inventions as Sole Property of Company

Employee acknowledges and agrees that all the works of authorship and Inventions shall be the sole property of the Company or any other entity designated by the Company, and the Employee hereby assigns to the Company his/her entire right and interest in and to all such works of authorship and Inventions. Such assignment does not apply to any Invention which qualifies fully under the provisions of Section 2870 of the California Labor Code; provided, however, that Employee shall maintain contemporaneous written records of the process of creating such an Invention; and provided further that such Invention (including the records relating thereto) remains subject to the disclosure obligations of the preceding paragraph. The Company or any other entity designated by it shall be the sole owner of all domestic and foreign rights pertaining to the Inventions. In case any Invention is described in a patent application or disclosed to third parties by Employee within one year after leaving the employ of the Company, it is hereby deemed that the invention was conceived during the period of Employee's employment by the Company and the Invention will belong to the Company unless proved to have been conceived following termination of such employment.

□ Assistance Required in Protecting Inventions

Employee further agrees to assist the Company in every way (at the Company's expense) to secure legal protection for all works of authorship and Inventions, including but not limited to applications for patents and copyrights. To that end, by way of illustration but not limitation, Employee will

testify in any suit or other proceeding involving any of the Inventions or works of authorship, execute all documents which the Company reasonably determines to be necessary or convenient for use in obtaining protection therefore and enforcing same, and execute all necessary assignments thereof to the Company or persons designated by it. Employee's obligation to assist the Company shall continue beyond the termination of his/her employment, but the Company shall compensate Employee at a reasonable rate after such termination for the time actually spent by Employee at the Company's request on such assistance. In the event the Company is unable for any reason whatsoever to secure the signature of Employee to any lawful and necessary documents required, including those necessary for the assignment of, application for, or prosecution of any United States or foreign applications for letters patent or copyright, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the assignment, prosecution, and issuance of letters patent or copyright thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever which Employee may now have or may hereafter have for infringement of any patent or copyright resulting from any such application.

☐ List of Prior Inventions

All inventions, if any, which Employee made prior to his/her employment by the Company are excluded from the scope of this Agreement. As a matter of record, Employee has set forth on Exhibit A attached hereto a complete list of all inventions, discoveries, or improvements relating to the Company's business which have been made by Employee prior to his/her employment with the Company. Employee represents and covenants that such list is complete.

☐ Business Relationships

Employee acknowledges that the Company's relationships with its employees (including agents and representatives), customers, prospective customers, prospects and vendors are valuable business assets. Employee therefore agrees that for a period of one year after termination of employment he will not directly or indirectly: (i) solicit or accept business related to products or services competitive with those of the Company from any of the Company's customers, prospective customers and prospects; or (ii) induce or solicit any of the Company's employees to leave their employment. This provision shall not affect Employee's right to compete after termination of employment with the Company.

☐ The Company's Right to Immediate Injunctive Relief

Employee specifically recognizes, acknowledges and agrees that any breach or any threatened breach of any paragraph, term, provision and/or covenant of Sections 4, 5, 7, 8, 9, 10 and/or 12 of this Agreement would cause irreparable injury to the Company which will not be adequately compensable in monetary damages and that the remedy at law for any such breach will be entirely insufficient and inadequate to protect the Company's legitimate interests. Therefore, Employee specifically recognizes, acknowledges and agrees that the Company shall at any and all times be and remain fully entitled to seek and obtain immediate temporary, preliminary and permanent relief for any such breach in addition to any and all other relief, damages and/or other remedies available to the Company at law, in equity and/or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.

☐ Survival of Certain Provisions of this Agreement

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☐ General

To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified or deleted in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent.

This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its subsidiaries, affiliates, successors, and assigns.

This Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of law.

This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate.

The Agreement represents the entire agreement between Employee and the Company with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements. This Agreement may be modified only by a duly authorized and executed writing signed by both Employee and an authorized representative of the Company.

"Company"

AVIVA Biosciences

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: 4/1/09

"Employee"

[Signature]  
Name: SAMANTHA O'NEILL  
Dated: 04/01/09

EXHIBIT A

The following is a list of all inventions, discoveries, or improvements relating in any way to the Company's business, which have been made by Employee prior to his/her employment with Company.

Employee's Initials  
(one line only)

50 None

As listed below (use additional sheets if necessary):

Additional sheets attached

Acknowledged:

Acknowledged: Satan

Dated: 04/01/04

AVIVA Biosciences

By:

Name:

Its:

4/1/54



## Proprietary Information and Employee Inventions Agreement

IT IS AGREED BETWEEN AVIVA Biosciences Corporation (hereinafter the "Company"), and Elizabeth Vukobratovic, (hereinafter "Employee"), as follows:

### ☐ Employment

The Company has hired an Employee to work in the position of Research Assistant. Employee acknowledges that, as a part of his/her employment, may be given access to the Company's proprietary information.

### ☐ Confidential Information of Others

Employee represents to the Company that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, bring to the Company, disclose to the Company, or cause the Company to use, such documents or other confidential or proprietary information belonging to others. Employee represents that he/she can perform the duties of the position with the Company without violating obligations to, or confidence, with any other person or company. Employee agrees to provide the Company with copies of all nondisclosure agreements that he/she has entered into with previous employers or otherwise within the past ten (10) years.

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As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or efforts of the Company, (iii) the registration of patents or investigations of the Company, (iv) the business of any customer of the Company, or (v) the skills and compensation of any Company employee. Proprietary Information includes, for example and without limitation, trade secrets (as defined by California Civil Code §3426); processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, information regarding biological materials, cell lines and assay components, clinical data, marketing plans and strategies, and information concerning employees, customers, or vendors.

### ☐ Proprietary Information to be Kept in Confidence

Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of employment and thereafter he/she will not: (i) directly or indirectly use the Proprietary Information other than in the course of performing duties as an employee of the Company; or (ii) directly or indirectly disclose any Proprietary Information to any person or entity, except in the course of performing his/her duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations, as established from time to time, for the protection of its Proprietary Information.

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□ Other Employment

Employee agrees that during the period of employment by the Company, he/she will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity (other than for the Company) which relates to any line of business in which the Company is now or at such time is engaged or to any related business, or which would otherwise conflict with his/her employment obligations to the Company.

□ Not Employment Contract

This is not an employment contract. Nothing in this Agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Employee or the Company, which are hereby expressly reserved, to terminate Employee's employment at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.

□ Return of Materials at Termination

In the event of any termination of employment, whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records, and other information pertaining to or arising from his/her employment with the Company, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

□ Disclosure to Company

Employee agrees promptly to disclose to the Company any and all inventions, discoveries, improvements, trade secrets, formulas, techniques, processes, and know-how, whether or not patentable and whether or not reduced to practice, and all works of authorship, whether or not copyrightable, conceived, developed, or learned by the Employee during the period of employment with the Company, either alone or jointly with others, which relate to or result from the actual or anticipated business, work, research or investigations of the Company, or which result, to any extent, from use of the Company's property or facilities or of the Proprietary Information (the foregoing hereinafter collectively referred to as the "Inventions").

□ Inventions as Sole Property of Company

~~Employee acknowledges and agrees that all the works of authorship and inventions shall be the sole~~  
property of the Company or any other entity designated by the Company, and the Employee hereby assigns to the Company his/her entire right and interest in and to all such works of authorship and inventions. Such assignment does not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code; provided, however, that Employee shall maintain contemporaneous written records of the process of creating such an invention; and provided further that such invention (including the records relating thereto) remains subject to the disclosure obligations of the preceding paragraph. The Company or any other entity designated by it shall be the sole owner of all domestic and foreign rights pertaining to the inventions. In case any invention is described in a patent application or disclosed to third parties by Employee within one year after leaving the employ of the Company, it is hereby deemed that the invention was conceived during the period of Employee's employment by the Company and the invention will belong to the Company unless proved to have been conceived following termination of such employment.

□ Assistance Required in Protecting Inventions

Employee further agrees to assist the Company in every way (at the Company's expense) to secure legal protection for all works of authorship and inventions, including but not limited to applications for patents and copyrights. To that end, by way of illustration but not limitation, Employee will



testify in any suit or other proceeding involving any of the Inventions or works of authorship, execute all documents which the Company reasonably determines to be necessary or convenient for use in obtaining protection therefore and enforcing same, and execute all necessary assignments thereof to the Company or persons designated by it. Employee's obligation to assist the Company shall continue beyond the termination of his/her employment, but the Company shall compensate Employee at a reasonable rate after such termination for the time actually spent by Employee at the Company's request on such assistance. In the event the Company is unable for any reason whatsoever to secure the signature of Employee to any lawful and necessary documents required, including those necessary for the assignment of, application for, or prosecution of any United States or foreign applications for letters patent or copyright, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the assignment, prosecution, and issuance of letters patent or copyright thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quits claims to the Company any and all claims of any nature whatsoever which Employee may now have or may hereafter have for infringement of any patent or copyright resulting from any such application.

□ List of Prior Inventions

All inventions, if any, which Employee made prior to his/her employment by the Company are excluded from the scope of this Agreement. As a matter of record, Employee has set forth on Exhibit A attached hereto a complete list of all inventions, discoveries, or improvements relating to the Company's business which have been made by Employee prior to his/her employment with the Company. Employee represents and covenants that such list is complete.

□ Business Relationships

Employee acknowledges that the Company's relationships with its employees (including agents and representatives), customers, prospective customers, prospects and vendors are valuable business assets. Employee therefore agrees that for a period of one year after termination of employment he will not directly or indirectly: (i) solicit or accept business related to products or services competitive with those of the Company from any of the Company's customers, prospective customers and prospects; or (ii) induce or solicit any of the Company's employees to leave their employment. This provision shall not affect Employee's right to compete after termination of employment with the Company.

□ The Company's Right to Immediate Injunctive Relief

Employee specifically recognizes, acknowledges and agrees that any breach or any threatened breach of any paragraph, term, provision and/or covenant of Sections 4, 5, 7, 8, 9, 10 and/or 12 of this Agreement would cause irreparable injury to the Company which will not be adequately compensable in monetary damages and that the remedy at law for any such breach will be entirely insufficient and inadequate to protect the Company's legitimate interests. Therefore, Employee specifically recognizes, acknowledges and agrees that the Company shall at any and all times be and remain fully entitled to seek and obtain immediate temporary, preliminary and permanent relief for any such breach in addition to any and all other relief, damages and/or other remedies available to the Company at law, in equity and/or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.

□ Survival of Certain Provisions of this Agreement

Each and all of the terms, provisions and/or covenants of each of Paragraph Nos. 4, 7, 8, 9, 10, 11, 12 and 13 of this Agreement shall, for any and all purposes whatsoever, survive the termination of this Agreement.

□ General

To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified or deleted in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent.

This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its subsidiaries, affiliates, successors, and assigns.

This Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of law.

This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate.

The Agreement represents the entire agreement between Employee and the Company with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements. This Agreement may be modified only by a duly authorized and executed writing signed by both Employee and an authorized representative of the Company.

"Company"

AVIVA Biosciences

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

"Employee"

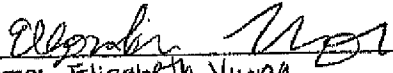
  
Name: Elizabeth Vuong  
Dated: 7/20/05

EXHIBIT A

The following is a list of all inventions, discoveries, or improvements relating in any way to the Company's business, which have been made by Employee prior to his/her employment with Company.

Employee's Initials  
(one line only)

EV

None

As listed below (use additional sheets if necessary):

Additional sheets attached

Acknowledged:

AVIVA Biosciences

Elizabeth Varga

Dated: 2/20/05

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



## AVIVA Biosciences Corporation

### Proprietary Information and Employee Inventions Agreement

IT IS AGREED BETWEEN AVIVA Biosciences Corporation (hereinafter the "Company") and Jia Xu, (hereinafter "Employee"), as follows:

#### □ Employment

The Company has hired Employee to work in the position of Associate Director. Employee acknowledges that, as a part of his employment, he is expected to create inventions and/or ideas of value to the Company and will be given access to the Company's proprietary information.

#### □ Confidential Information of Others

Employee represents to the Company that he does not have in his possession any confidential or proprietary documents belonging to others, and represents and agrees that he will not use, bring to the Company, disclose to the Company, or cause the Company to use, such documents or other confidential or proprietary information belonging to others. Employee represents that he can perform the duties of his position with the Company without violating his obligations to or confidence with any other person or company. Employee agrees to provide the Company with copies of all nondisclosure agreements that he has entered into with previous employers or otherwise within the past ten (10) years.

#### □ Definition of Proprietary Information

As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or efforts of the Company, (iii) the registration of patents or investigations of the Company, (iv) the business of any customer of the Company, or (v) the skills and compensation of any Company employee. Proprietary Information includes, for example and without limitation, trade secrets (as defined by California Civil Code §3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, information regarding biological materials, cell lines and assay components, clinical data, marketing plans and strategies, and information concerning employees, customers, or vendors.

#### □ Proprietary Information to be Kept in Confidence

Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of his employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not: (i) directly or indirectly use the Proprietary Information other than in the course of performing his duties as an employee of the Company; or (ii) directly or indirectly disclose any Proprietary Information to any person or entity, except in the course of performing his duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations, as established from time to time, for the protection of its Proprietary Information.

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□ Other Employment

Employee agrees that during the period of his employment by the Company, he will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity (other than for the Company) which relates to any line of business in which the Company is now or at such time is engaged or to any related business, or which would otherwise conflict with his employment obligations to the Company.

□ Not Employment Contract

This is not an employment contract. Nothing in this Agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Employee or the Company, which are hereby expressly reserved, to terminate Employee's employment at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.

□ Return of Materials at Termination

In the event of any termination of his employment, whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records, and other information pertaining to or arising from his employment with the Company, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

□ Disclosure to Company

Employee agrees promptly to disclose to the Company any and all inventions, discoveries, improvements, trade secrets, formulas, techniques, processes, and know-how, whether or not patentable and whether or not reduced to practice, and all works of authorship, whether or not copyrightable, conceived, developed, or learned by the Employee during the period of his employment with the Company, either alone or jointly with others, which relate to or result from the actual or anticipated business, work, research or investigations of the Company, or which result, to any extent, from use of the Company's property or facilities or of the Proprietary Information (the foregoing hereinafter collectively referred to as the "Inventions").

□ Inventions as Sole Property of Company

Employee acknowledges and agrees that all the works of authorship and Inventions shall be the sole property of the Company or any other entity designated by the Company, and the Employee hereby assigns to the Company his entire right and interest in and to all such works of authorship and Inventions. Such assignment does not apply to any Invention which qualifies fully under the provisions of Section 2870 of the California Labor Code; provided, however, that Employee shall maintain contemporaneous written records of the process of creating such an Invention; and provided further that such Invention (including the records relating thereto) remains subject to the disclosure obligations of the preceding paragraph. The Company or any other entity designated by it shall be the sole owner of all domestic and foreign rights pertaining to the Inventions. In case any Invention is described in a patent application or disclosed to third parties by Employee within one year after leaving the employ of the Company, it is hereby deemed that the invention was conceived during the period of Employee's employment by the Company and the Invention will belong to the Company unless proved to have been conceived following termination of such employment.

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Employee further agrees to assist the Company in every way (at the Company's expense) to secure legal protection for all works of authorship and inventions, including but not limited to applications for patents and copyrights. To that end, by way of illustration but not limitation, Employee will testify in any suit or other proceeding involving any of the inventions or works of authorship, execute all documents which the Company reasonably determines to be necessary or convenient for use in obtaining protection therefore and enforcing same, and execute all necessary assignments thereof to the Company or persons designated by it. Employee's obligation to assist the Company shall continue beyond the termination of his employment, but the Company shall compensate Employee at a reasonable rate after such termination for the time actually spent by Employee at the Company's request on such assistance. In the event the Company is unable for any reason whatsoever to secure the signature of Employee to any lawful and necessary documents required, including those necessary for the assignment of, application for, or prosecution of any United States or foreign applications for letters patent or copyright, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the assignment, prosecution, and issuance of letters patent or copyright thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever which Employee may now have or may hereafter have for infringement of any patent or copyright resulting from any such application.

☐ List of Prior Inventions

All inventions, if any, which Employee made prior to his employment by the Company are excluded from the scope of this Agreement. As a matter of record, Employee has set forth on Exhibit A attached hereto a complete list of all inventions, discoveries, or improvements relating to the Company's business which have been made by Employee prior to his employment with the Company. Employee represents and covenants that such list is complete.

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☐ The Company's Right to Immediate Injunctive Relief

Employee specifically recognizes, acknowledges and agrees that any breach or any threatened breach of any paragraph, term, provision and/or covenant of Sections 4, 5, 7, 8, 9, 10 and/or 12 of this Agreement would cause irreparable injury to the Company which will not be adequately compensable in monetary damages and that the remedy at law for any such breach will be entirely insufficient and inadequate to protect the Company's legitimate interests. Therefore, Employee specifically recognizes, acknowledges and agrees that the Company shall at any and all times be and remain fully entitled to seek and obtain immediate temporary, preliminary and permanent relief for any such breach in addition to any and all

other relief, damages and/or other remedies available to the Company at law, in equity and/or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.

☐ Survival of Certain Provisions of this Agreement

Each and all of the terms, provisions and/or covenants of each of Paragraph Nos. 4, 7, 8, 9, 10, 11, 12 and 13 of this Agreement shall, for any and all purposes whatsoever, survive the termination of this Agreement.

☐ General

To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified or deleted in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent.

This Agreement shall be binding upon Employee and his heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its subsidiaries, affiliates, successors, and assigns.

This Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of law.

This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate.


The Agreement represents the entire agreement between Employee and the Company with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements. This Agreement may be modified only by a duly authorized and executed writing signed by both Employee and an authorized representative of the Company.

"Company"

"Employee"

AVIVA Biosciences

By: 



Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

Name: Jia'Xu  
Dated: 4/23/01



## EXHIBIT A

The following is a list of all inventions, discoveries, or improvements relating in any way to the Company's business, which have been made by Employee prior to his employment with Company.

Employee's Initials  
(one line only)

X None

As listed below (use additional sheets if necessary):

Additional sheets attached

Acknowledged:

AVIVA Biosciences

Dated:

Bý:

Name :

注意:

# PATENT

**RECORDED: 03/21/2011**

REEL: 025990 FRAME: 0407