# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2920426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AKANKSHA NAGPAL	01/30/2007

### **RECEIVING PARTY DATA**

Name:	MEDIMMUNE, INC.
Street Address:	ONE MEDIMMUNE WAY
City:	GAITHERSBURG
State/Country:	MARYLAND
Postal Code:	20878

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13120638

### **CORRESPONDENCE DATA**

**Fax Number:** (612)332-8352

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.

**Phone:** 858.201.1330 cwillis@grantip.com

Correspondent Name: KARI DICKINSON C/O PORTFOLIO IP

Address Line 1: P.O. BOX 52050

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	MDI-0163-US2	
NAME OF SUBMITTER:	KARI A. DICKINSON	
SIGNATURE:	/Kari A. Dickinson/	
DATE SIGNED:	06/30/2014	

### **Total Attachments: 3**

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PATENT 502873829 REEL: 033215 FRAME: 0035



## EMPLOYEE AGREEMENT

In consideration of my employment by MEDIMMUNE, INC. or one of its subsidiaries (collectively, the "Company") and the compensation paid to me by the Company, I hereby agree that:

# 1. Protected Property.

- (A) Any invention, discovery, improvement, idea or expression of idea, in whatever form and whether or not patentable or copyrightable, I may make or conceive, alone or with others, during the period of my employment with the Company (collectively, the "Protected Property") shall be deemed to be "works made for hire" pursuant to the copyright and other applicable laws of the United States and all relevant non-U.S. jurisdictions and shall be the exclusive property of MedImmune, Inc.
- (B) To the extent that it is determined by any authority having jurisdiction that any of the Protected Property does not constitute a "work made for hire" pursuant to applicable law, I hereby assign to MedImmune, Inc. all of my right, title and interest in and to such Protected Property, in perpetuity (or for the longest period of time otherwise permitted by law).
- (C) I will make full and prompt disclosure in writing to an official of the Company, or to anyone designated for that purpose by the Company, of any Protected Property I may make or conceive, alone or with others, during the term of my employment with the Company.
- (D) At the request and expense of the Company, but without further compensation to me, I will do such acts, and sign and deliver such documents, as the Company considers necessary to protect its rights to such Protected Property.
- (E) I understand that the Company's policy is to release to the employee any Protected Property developed by the employee which is not of interest to the Company, subject to the retention by the Company of an irrevocable, non-exclusive, royalty-free license to use such Protected Property. I also understand that the Company will have the sole right to determine whether any Protected Property is or is not of interest to the Company.
- (F) The provisions of paragraphs 1(A) through (E) of this Agreement shall not apply to any invention, discovery, improvement, idea or expression of idea made or conceived by me prior to my employment with the Company which is (i) embodied in a United States Letters Patent or Copyright Registration or an application for United States Letters Patent or Copyright Registration filed prior to the commencement of my

employment (as listed in an attachment hereto); (ii) in the physical possession of a former employer which owns it (as listed in an attachment hereto); or (iii) disclosed in detail in an attachment hereto.

- 2. Confidentiality. Because my work will include Company knowledge and information of a private, confidential, or secret nature, I will not except as required in the conduct of the Company's business or as authorized in writing by the Company publish, disclose, or make use of, or authorize anyone else to publish, disclose or make use of, any such knowledge or information, either during or following termination of my employment with the Company.
- 3. Records and Other Items. I will keep and maintain adequate written records of my work and Protected Property at all times and stages, in the form of notes, sketches, drawings, memoranda and reports. Those records shall be and remain the property of and be available to the Company at all times. All items given to me by the Company for purposes of my employment, such as office equipment, will be and remain the exclusive property of the Company and will be delivered by me to the Company on termination of my employment or at any other time requested by the Company.
- 4. Property Rights of Others. I will not disclose, or cause others to disclose, to the Company any information which I believe to be the property of other individuals or companies.
- 5. Non-competition. While I am employed by the Company, I shall not, either directly or indirectly, compete or prepare to compete with the Company in the development, production, marketing or servicing of any product or service with which the Company is involved during my employment with the Company, nor will I aid or become associated with others involved in any such acts.
- 6. Non-solicitation. I agree that, during my employment with the Company and for a period of two years following termination of my employment with the Company, I will not solicit, interfere with or endeavor to entice away from the Company any of its employees or customers.
- 7. Reaffirmation of Agreement. Upon termination of my employment with the Company, I will, if requested by the Company, reaffirm in writing all of the obligations set forth in this Agreement.
- 8. <u>Arbitration</u>. I understand and agree to have resolved by arbitration any and all disputes arising from or relating to my employment with the Company, my application for such employment, my termination of such employment or post-employment issues with the Company. These include:
- (A) claims relating to any discrimination on the basis of age, race, color, sex, religion, national origin, disability, retaliation, marital status, veteran status, sexual orientation or any other claim of employment discrimination under the Age Discrimination in Employment Act (29 U.S.C. §621 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), Title VII of the Civil Rights Act of 1964 (42

- U.S.C. §2000e et seg.); Article 49B of the Maryland Annotated Code; or any other federal, state or local prohibition against discrimination in the above protected or similar categories;
- claims under the Employee Polygraph Protection Act of 1988 (29 U.S.C. §2001 et seq.); the Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.); the Fair Labor Standards Act of 1938 (29 U.S.C. §201 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. §651 et seq.); the Uniformed Services Employment and Reemployment Rights Act of 1994 (38 U.S.C. §4301 et seq.); the Worker Adjustment and Retraining Notification Act (29 U.S.C. 2101 et seq.);
  - claims for breach of an express or implied contract or tort claims; (C)
- potential claims for unfair competition, trade secret violations, or unauthorized disclosures of confidential information:
- claims for benefits under the Employee Retirement Income Security Act (29 U.S.C. §1001 et seq.), except claims under an employee pension or benefit plan which specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or is underwritten by a commercial insurer which decides such claims.

The provisions of this Paragraph 8 will not apply to any claim, dispute or controversy relating to the ownership of Protected Property. The place of arbitration shall be Gaithersburg, Maryland. Procedures and other pertinent matters relating to this arbitration process with the Company are described in more detail in the Company's Policies and Procedures, which are available on the Company's website.

- 9. Choice of Law. This Agreement is governed by the laws of the United States (where applicable) and the State of Maryland.
- 10. Employment at Will. I understand that my employment by the Company is at will. This means that the Company or I can terminate my employment with the Company at any time for any reason, with or without cause and with or without notice.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of

<u>January,</u> 20<u>07</u>.

Signature of Employee

Print Name of Employee