

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3132319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE INVENTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HANS DAVID HOEG	07/01/2005
RECEIVING PARTY DATA	
Name:	KARL STORZ DEVELOPMENT CORP.
Street Address:	175 CREMONA DRIVE
City:	GOLETA
State/Country:	CALIFORNIA
Postal Code:	93117
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14538308
CORRESPONDENCE DATA	
Fax Number:	(203)327-1096
<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:	203-324-6155
Email:	abryce@ssjr.com
Correspondent Name:	WESLEY W. WHITMYER JR.
Address Line 1:	986 BEDFORD STREET
Address Line 4:	STAMFORD, CONNECTICUT 06905
ATTORNEY DOCKET NUMBER:	02580-P0269E
NAME OF SUBMITTER:	WESLEY W. WHITMYER JR.
SIGNATURE:	/Wesley W. Whitmyer Jr./
DATE SIGNED:	12/04/2014
Total Attachments: 6	
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EMPLOYEE INVENTION AGREEMENT

(HANS D. HØEG)

As a condition and in consideration of his or her employment or continued employment (including, but not limited to, compensation, incentives, benefits, and job position), the undersigned employee (hereinafter "Employee") of KARL STORZ DEVELOPMENT CORP. (hereinafter "Employer"), hereby agrees and covenants as follows:

Employee acknowledges that the business of Employer and/or its affiliates/related entities is the design, development, manufacture, distribution, sale, and repair of instruments, equipment, devices, accessories, and components of the foregoing, primarily used in, or in connection with, medical (human and animal) applications and/or industrial applications, and agrees that he or she will, promptly, fully inform and disclose to Employer all inventions, processes, designs, improvements and discoveries in any and all media, forms, devices, processes, technology and means (the foregoing shall include, but not be limited to, patentable teachings, patents, copyrights, copyrightable matters, applications for the foregoing, trade-secrets and know-how), which he or she:

(a) during the term of employment conceives, develops or reduces to practice, which:

(i) at the time of conception or reduction to practice pertain or relate to the business of Employer and/or its affiliates/related entities, or

(ii) result from any work performed by Employee for Employer and/or its affiliates/related entities, or

(b) during or after the term of employment conceives, develops or reduces to practice, which:

(i) at the time of conception or reduction to practice pertain or relate to any known experimental, developmental or research work carried on or demonstrably anticipated by Employer and/or its affiliates/related entities (during or prior to the term of employment), or

(ii) in any way used the time, equipment, supplies, facilities, or trade secrets/proprietary information of Employer and/or its affiliates/related entities,

whether conceived, developed or reduced to practice by Employee alone or with others, and whether or not conceived, developed or reduced to practice during the regular working hours (individually and collectively, the "Work"). All Work (including any and all claims for infringement) shall be the exclusive property of Employer; Employee acknowledges that with respect to matters governed by copyright law, Employee is subject to the "work made for hire" doctrine and the United States Copyright Act (17 USC § 101), and accordingly Employer shall be deemed to be the author of such works for copyright purposes.

To the extent that Employee maybe deemed to retain any rights in any of the Work (which rights are deemed to not already be the exclusive property of Employer pursuant to the employment relationship and/or this Agreement), Employee hereby assigns to Employer, when and as the same shall arise, the Work, and any and all right, title and interest in and to such Work (including any and all claims for infringement), when and as any of the same shall arise, without further or additional compensation. Employee hereby agrees that all such Work shall be the exclusive property of Employer for the full term of protection available throughout the universe. Upon request of Employer (and at Employer's expense), Employee shall assist Employer to obtain patents for all such Work deemed patentable by Employer and shall execute all documents and do all things necessary to obtain letters patent (U.S. and foreign countries), vest Employer with full and exclusive title thereto, and protect the same against infringement by others, including appearing as a witness and the making of all necessary truthful oaths and declarations, and any and all lawful documents deemed advisable for the preparation, filing, prosecution, issuance, procurement and maintenance of patent applications and patents and for the transfer of interests including rights of priority pursuant to the International Convention for the Protection of Industrial Property.

In the event Employer is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the matters described in this Agreement, Employee hereby irrevocably designates and appoints Employer and its duly authorized representatives as Employee's agent and attorney-in-fact, to act for and in Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement, with the same legal force and effect as if executed by Employee.

It is understood and agreed by Employee that the foregoing is of the utmost importance to the continued success and effectiveness of the conduct of the business of Employer, and that any breach of the terms of this Agreement is a material breach thereof, and may result in the immediate termination of Employee, the imposition of restraining and/or specific performance orders against Employee, liability for damages sustained by Employer as a result of said breach, and any other remedies or relief which Employer is entitled to under law or equity. No modification or waiver of this Agreement or any of its provisions shall be binding upon Employer unless made in writing and signed on behalf of Employer by one of its officers. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, and such invalid or unenforceable provision may be reformed by a court of law or equity to the extent possible in order to give its intended effect and/or meaning. Each restriction, covenant and agreement contained herein shall be construed as a separate undertaking, independent of any other provision and the existence of any claim or cause of action Employee may have against Employer shall not constitute a defense to the enforcement by Employer of each of these separate covenants, restrictions or agreements. This Agreement is entered into in Los Angeles County, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). In the event of litigation relating to or arising from this Agreement, Employee agrees that Los Angeles County, California, shall be the proper venue for such lawsuit and Employee hereby submits to the jurisdiction of the Courts thereof; the party prevailing shall be

entitled to its reasonable costs and attorneys' fees incurred in such action and any appeal of such action.

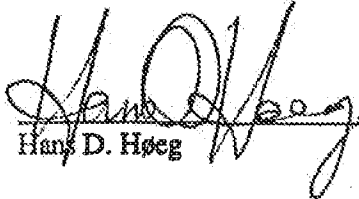
Employee understands and agrees that the purpose of this Agreement is to protect the rights and interests of Employer, and not to provide for a post-termination covenant not to compete in favor of Employer. Employee represents, warrants and covenants that he/she is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, that Employee's execution or performance of this Agreement is not, and/or will not result in, a breach of any other agreement between Employee and any other person or entity, and that Employee will not enter into any agreement or arrangement which will restrict or prohibit the performance of this Agreement.

Inventions, processes, designs, improvements, discoveries, patents and copyrights which Employee may have conceived, developed or reduced to practice prior to the commencement of employment with Employer ("Prior Inventions") are excluded from the scope of this Agreement. To preclude any possible uncertainty, Employee has set forth in Appendix A (Prior Inventions) attached hereto a complete list of all Prior Inventions that Employee considers to be Employee's property or the property of third parties and that Employee wishes to have excluded from the scope of this Agreement. If disclosure of any such Prior Invention would cause Employee to violate any prior confidentiality agreement, Employee understands that Employee is not to list such Prior Inventions in Appendix A but is only to disclose a cursory name for each such Prior Invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such Prior Inventions has not been made for that reason. A space is provided on Appendix A for such purpose. If no such disclosure is attached, Employee represents that there are no Prior Inventions. If, in the course of employment with Employer, Employee incorporates a Prior Invention into a Employer product, process or machine, Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, Employee agrees that Employee shall not incorporate, or permit to be incorporated, Prior Inventions in any Employer product, process or machine without Employer's prior written consent. Further, this Agreement does not apply to an invention which qualifies fully as a non-assignable invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"). Employee acknowledges that Employee has reviewed the Notice attached to this Agreement as Appendix B and has signed the Notice to indicate receipt of it.

This Agreement is in addition to, and not in derogation of, the Employee Non-Disclosure Agreement with Employer. Nothing in this Agreement shall confer any right with respect to the continuation of Employee's employment with Employer. Employee further agrees that he/she will disclose the existence of this Agreement to future employers who might benefit from Employee's use or disclosure of such inventions, designs, improvements and discoveries the subject of this Agreement. The agreements undertaken hereby shall survive termination of Employee's employment.

I have read and fully understand the foregoing, acknowledge the adequacy of the consideration for entering into this Agreement, and agree that this Agreement shall be binding upon me and my heirs, personal representatives and successors.

Dated: July 1, 2005


Hans D. Høeg

APPENDIX A

PRIOR INVENTIONS

TO: KARL STORZ DEVELOPMENT CORP.

FROM: HANS D. HØEG

DATE: July 1, 2005

SUBJECT: Prior Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Karl Storz Development Corp. Inc. ("Employer") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Employer:

No inventions or improvements.

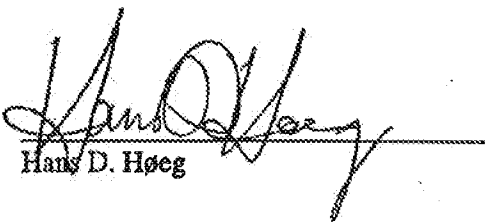
See below:

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Additional sheets attached.


Hans D. Høeg

APPENDIX B

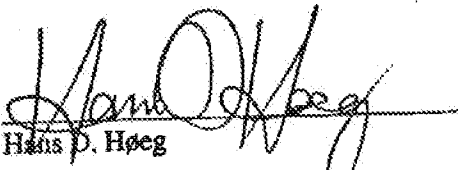
NOTICE

You are hereby notified that the Employee Invention Agreement between you and KARL STORZ DEVELOPMENT CORP. does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code which presently reads as follows:

- "(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."

Acknowledged:

Dated: July 1, 2005


Hans D. Hoeg

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