

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PAULA ANN DENNIS	11/09/1992
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALZA CORPORATION
<b>Street Address:</b>	1900 CHARLESTON ROAD
<b>City:</b>	MOUNTAIN VIEW
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94043
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7655254
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
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<b>ATTORNEY DOCKET NUMBER:</b>	ITCA-032/X01US
<b>NAME OF SUBMITTER:</b>	EDMUND J. KOUNDAKJIAN
<b>SIGNATURE:</b>	/Edmund J. Koundakjian/
<b>DATE SIGNED:</b>	03/25/2015
<b>Total Attachments: 11</b>	
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CONFIDENTIAL INFORMATION, SECRECY AND INVENTION AGREEMENT

PLEASE READ CAREFULLY: THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. DO NOT SIGN UNLESS YOU HAVE READ IT CAREFULLY AND ARE SATISFIED THAT YOU UNDERSTAND IT COMPLETELY.

AGREEMENT MADE AS OF NOVEMBER 9, 1992, between ALZA Corporation ("ALZA"), a Delaware corporation, and PAULA ANN DENNIS ("Employee").

R E C I T A L S

1. Employee is or desires to be employed by ALZA in a capacity in which Employee will have access to, become acquainted with and contribute to, CONFIDENTIAL INFORMATION of ALZA.

2. It is of utmost importance that CONFIDENTIAL INFORMATION be kept secret and confidential.

3. ALZA will, in the ordinary course of business, through its employees and others, make INVENTIONS in new or related fields, and Employee understands that ALZA shall have certain rights to INVENTIONS of Employee.

4. It is the purpose of this Agreement to define the rights and obligations of ALZA and Employee with respect to CONFIDENTIAL INFORMATION of ALZA.

NOW THEREFORE, Employee and ALZA agree as follows:

1. Definitions.

For purposes of this Agreement:

(a) "ALZA" means ALZA Corporation or any other corporation, firm or partnership controlled directly or indirectly by ALZA Corporation or in which ALZA Corporation holds an ownership interest of twenty-five percent (25%) or more.

(b) "CONFIDENTIAL INFORMATION" means information disclosed to or acquired by Employee due to Employee's employment by ALZA, whether or not related to Employee's duties at ALZA, and includes but is not limited to, INVENTIONS, Patent Applications, TRADE SECRETS, or any other information of value relating to the business and/or fields of interest of ALZA, including information with respect to which ALZA is under an obligation of confidentiality with any third party. CONFIDENTIAL INFORMATION does not include information that is generally known to the public or any information known to and freely usable by Employee before Employee's employment by ALZA; provided, however, information for purposes of this Agreement shall be considered CONFIDENTIAL INFORMATION if not known by the public generally, even though such information may have been disclosed to one or more third parties on a limited basis or pursuant to agreements

entered into by ALZA;

(c) INVENTION(S) means any and all inventions, discoveries, concepts and ideas, whether patentable or not, including, but not limited to, processes, methods, formulas, computer programs, compositions, compounds, samples, techniques, articles, machines, and equipment, as well as improvements thereof

(i) resulting from work performed by Employee for ALZA or work utilizing equipment, supplies, facilities or TRADE SECRETS of ALZA or

(ii) which relate to the actual or anticipated business or research and development of ALZA,

and in each case, are made or conceived or completed by Employee individually or in conjunction with others during Employee's employment at ALZA; or, if based on or related to CONFIDENTIAL INFORMATION, within one (1) year after termination of employment.

(d) TRADE SECRET(S) means all information, know-how, concepts, data, knowledge, ideas and materials, however embodied, relating to the business of ALZA or ALZA's customers which have not been released to the public generally by an authorized representative of ALZA or have not otherwise lawfully entered the public domain. TRADE SECRETS shall include, but shall not be limited to, information, know-how, concepts, data, knowledge, computer programs, ideas and materials relating to ALZA's existing and future products, processes, INVENTIONS, research and development, technology, production costs, contract forms, drawings, designs, plans, proposals, marketing and sales plans and strategies, cost or pricing information, financial information, promotional methods, volume of sales, names or classes of customers and vendors, management procedures and organization, employee listings or directories, benefit plans and arrangements.

## 2. Proprietary Information of Others.

Employee shall not use for the benefit of ALZA, nor disclose to ALZA nor induce ALZA to use any information, know-how, concepts, data, knowledge, computer programs, ideas or materials, however embodied, with respect to which Employee is under an obligation of confidentiality to any third party imposed by law or by any agreement entered into prior to the date hereof. Employee represents and covenants that Employee's employment will not require Employee to violate any obligation to or confidence with a third party. Attached hereto as Attachment 1 is a list of, and copies of all agreements or court orders by which Employee is bound and which relate to the subject matter of this Agreement.

3. Secrecy Agreement.

Employee acknowledges and understands that CONFIDENTIAL INFORMATION must be kept secret and used only as authorized herein. Employee shall at all times during the period of employment and thereafter keep in confidence and trust all CONFIDENTIAL INFORMATION. Employee shall use CONFIDENTIAL INFORMATION only in the course of performing duties as an employee of ALZA, and not for any other purpose. Employee shall not, directly or indirectly, disclose any CONFIDENTIAL INFORMATION to any person, organization or entity, except in the course of performing duties as an employee of ALZA and only in the manner prescribed by ALZA. Employee shall abide by those ALZA policies and regulations established from time to time for the protection of CONFIDENTIAL INFORMATION. During Employee's employment at ALZA, and after termination thereof, Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any activity of any nature whatsoever, the performance of which would have a reasonable likelihood of placing Employee in conflict with the obligations of confidence and trust regarding CONFIDENTIAL INFORMATION imposed herein.

4. Return of Documents and Materials.

Employee agrees that all documents, reports, drawings, prototypes, materials, products, tools, designs, equipment, plans, computer programs, proposals, marketing and sales plans, blueprints, reproductions, specifications, and other documents or things made by Employee or that come into Employee's possession in the course of employment with ALZA are the property of ALZA and will not be used by the Employee for any purpose other than the business of ALZA. Employee will not deliver, reproduce or in any way allow such documents or things to be delivered or be used by any third parties without specific direction or consent of a duly authorized representative of ALZA. Upon termination of employment, Employee will promptly deliver to ALZA the above documents and materials, together with any copies thereof.

5. Disclosure and Assignment of Inventions.

(a) All INVENTIONS shall be the sole and exclusive property of ALZA. Employee shall, without royalty or any further consideration to Employee therefor, but at the expense of ALZA:

(i) as promptly as known or possessed by Employee, disclose to ALZA all information with respect to all INVENTIONS;

(ii) whenever requested to do so, by ALZA, promptly

execute any and all applications, assignments and other instruments which ALZA shall deem necessary to apply for and obtain letters patent of the United States and of foreign countries for said INVENTIONS, and to assign and convey to ALZA or to ALZA's nominee the sole and exclusive right, title and interest in and to said INVENTIONS or any applications or patents thereon;

(iii) whenever requested to do so by ALZA, deliver to ALZA evidence for interference purposes or other legal proceeding and testify in any interference or other legal proceeding; and

(iv) do such other acts as may be necessary in the opinion of ALZA to obtain and maintain United States and foreign letters patent for INVENTIONS.

(b) Employee is hereby advised that this Paragraph 5 does not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code. Employee agrees, with respect to any invention disclosed to ALZA that qualifies fully under such Section 2870, that the obligation imposed by Section 2871 of the California Labor Code that such disclosure be received in confidence by ALZA, shall be satisfied if during the first nine months after receipt by ALZA, ALZA uses the disclosure or the invention only for the purpose of evaluation. Thereafter, Employee agrees that any remedies Employee may have for use or disclosure of the invention shall be limited to those remedies provided by the patent laws of the United States and foreign countries. Attachment 2 hereto is a copy of Sections 2870-2872 of the California Labor Code.

#### 6. Invention Exclusions.

(a) Employee represents that Attachment 3 hereto identifies all inventions, discoveries, concepts or ideas, if any, to which Employee presently has any right, title or interest, and which were previously conceived either wholly or in part by Employee, but neither actually reduced to practice or filed in the United States Patent and Trademark Office and which Employee desires to exclude from the operation of Paragraph 5 hereof.

(b) In the event Employee files a patent application or authorizes a patent application to be filed, including an application relating to subject matter identified in Attachment 3 hereof, whether filed alone or with others in the future, which in the reasonable opinion of patent counsel for ALZA contains claims directed to one or more INVENTIONS to which ALZA has rights under Paragraph 5 hereof, each such claim shall be construed as an INVENTION which is the sole and exclusive property of ALZA under the provisions of Paragraph 5 of this

Agreement.

7. Shop Rights.

ALZA shall have the royalty-free right to use in its business, and to make, use and sell, processes, methods, formulas, computer programs, compositions, compounds, techniques, articles, machines and equipment, as well as any improvements thereof or know-how related thereto, derived from or embodying any invention, discovery, concept or idea which is not an INVENTION, but which was made, conceived or completed by Employee during the hours in which Employee is employed by ALZA or with the use or assistance of ALZA's facilities, materials or personnel.

8. Injunction.

Employee agrees that it would be difficult to measure actual damage to ALZA from any breach by Employee of any of the provisions set forth in Paragraphs 3, 4, 5, 6 or 7 hereof, that potential damage to ALZA from any such breach would be impossible to estimate at this time and that money damages alone would be an inadequate remedy for any such breach. Accordingly, Employee agrees that if Employee shall breach any provision of Paragraphs 3, 4, 5, 6 or 7, ALZA shall be entitled, in addition to any other remedies it may have, to specific performance, injunction or other appropriate orders correcting or restraining any such breach by Employee, without showing or proving any actual damage sustained by ALZA.

9. Not a Contract of Employment

It is the purpose of this Agreement to expressly define certain of the conditions which shall apply to the employment of Employee by ALZA. This Agreement is not an offer or contract of employment and does not impose on either Employee or ALZA any obligation to continue employment. ALZA and Employee expressly agree that no prior contract imposing an obligation to continue employment exists unless a copy of such prior contract signed by both parties is attached hereto as Attachment 4.

10. General.

(a) Employee agrees that prior to termination of employment, Employee will meet with representatives of ALZA to review the terms of this Agreement and Employee's obligations under it.

(b) Employee shall keep ALZA personnel advised of Employee's home and business address for a period of three years after termination of employment with ALZA so that ALZA can contact Employee regarding the continuing obligations imposed by

this Agreement.

(c) To the extent that any of the agreements set forth herein, or any word, phrase, clause or sentence hereof, shall be found to be illegal or unenforceable for any reason, such agreement, word, phrase, clause or sentence shall be modified or if necessary, deleted in such a manner so as to make the Agreement, as so modified, legal and enforceable under applicable laws. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties.

(d) This Agreement shall be binding upon Employee and Employee's heirs, executors, assigns and administrators, and shall inure to the benefit of ALZA, its successors and assigns.

(e) This Agreement shall be governed by the laws of the state of California and shall in all respects be interpreted and enforced under the laws of California. Employee and ALZA specifically agree that any legal action relating to this Agreement shall be instituted and prosecuted in the courts in Santa Clara County, California, and each party waives the right to change venue therefrom.

(f) This Agreement sets forth the entire agreement between Employee and ALZA with respect to the subject matter hereof and fully supersedes any and all previous oral or written communications, representations, promises or agreements between the parties relating to the subject matter hereof.

(g) This Agreement may not be changed or otherwise modified except by an written instrument signed by the Employee and an authorized representative of ALZA.



11. Survival of Agreement.

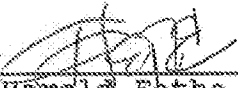
The rights and obligations of the parties hereto shall survive termination for any reason of Employee's employment with ALZA.

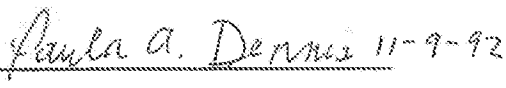
On the basis that this Agreement is made freely and voluntarily, Employee and ALZA hereby execute this agreement as of the date first above written and acknowledge acceptance of the terms hereof by affixing their signatures where indicated below:

PLEASE READ CAREFULLY: THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. DO NOT SIGN UNLESS YOU HAVE READ IT CAREFULLY AND ARE SATISFIED THAT YOU UNDERSTAND IT COMPLETELY.

ALZA CORPORATION

EMPLOYEE

By   
\_\_\_\_\_  
Harold Fethe  
Vice President, Human Resources

 11-9-92  
\_\_\_\_\_  
PAULA ANN DENNIS  
(Print Name)

7/25/91  
/njr

ATTACHMENT 1

ALZA CORPORATION

CONFIDENTIAL INFORMATION, SECRECY AND INVENTION AGREEMENT

Agreements and Court Orders with copies thereof, to which Employee is bound, prior to employment with ALZA and which relate to the subject matters discussed in the Agreement.

NONE p 11-9-92

ATTACHMENT 2

ALZA CORPORATION

CONFIDENTIAL INFORMATION, SECRECY AND INVENTION AGREEMENT

California Labor Code Section 2870

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 for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

California Labor Code Section 2871

No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or employment, a review process by employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

California Labor Code Section 2872

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provision of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

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ATTACHMENT 3

ALZA CORPORATION

CONFIDENTIAL INFORMATION, SECRECY AND INVENTION AGREEMENT

Inventions excluded per Paragraph 6. If none, so state.

NONE p 11-9-92

ATTACHMENT 4

ALZA CORPORATION

CONFIDENTIAL INFORMATION, SECRECY AND INVENTION AGREEMENT

Prior contract(s) of employment per Paragraph 9. If none so state.

NONE p 11-9-92

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