

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3882587

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SURINDERJIT JASSELL	12/21/2009
RECEIVING PARTY DATA		
Name:	DOCSINNOVENT LIMITED	
Street Address:	18 HAND COURT	
City:	LONDON	
State/Country:	ENGLAND	
Postal Code:	WC1V 6JF	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29428284
CORRESPONDENCE DATA		
Fax Number:	(520)882-7643	
<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:	5208827623	
Email:	cgee@hayes-soloway.com	
Correspondent Name:	NORMAN P. SOLOWAY	
Address Line 1:	4640 E. SKYLINE DRIVE	
Address Line 4:	TUCSON, ARIZONA 85718	
ATTORNEY DOCKET NUMBER:	SCOTT USD1694 DES	
NAME OF SUBMITTER:	NORMAN P. SOLOWAY	
SIGNATURE:	/norman p. soloway/	
DATE SIGNED:	05/20/2016	
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Service Agreement

- (1) DocsInnovent Limited
- (2) Surinderjit Jassell

Dated 21/12/2009

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This Agreement is made the day of 2009

Between:

- (1) **DocsInnovent Limited** (company number: 6879176) whose registered office is at 18 Hand Court, London, WC1V 6JF (the "**Company**"); and
- (2) **Surinderjit Jassell** of 24 Pierson Road, Windsor SL4 5RQ (the "**Executive**").

It is agreed as follows:

1. **Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Board" the board of directors of the Company from time to time and any committee of the Board appointed by it;

"Businesses" the design, development, manufacture and sale or commercialisation (including by way of licensing or joint venture) in any manner of medical devices for human and veterinary use and any associated products and any trade or other commercial activity which is carried on by any Group Company, or which any Group Company shall have determined to carry on with a view to profit in the immediate or foreseeable future;

"Company Invention" any improvement, invention or discovery made by the Executive which, in accordance with Section 39, Patents Act 1977, is the property of any Group Company;

"Confidential Information" any trade secrets or other information which is confidential, commercially sensitive and is not in the public domain, relating or belonging to any Group Company, including but not limited to information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past,

present or future product or service, secret formulae, processes, inventions, designs, know-how discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of the Company or any Group Company, lists or details of clients, potential clients or suppliers or the arrangements made with any client or supplier and any information in respect of which any Group Company owes an obligation of confidentiality to any third party;

"Customer"

any person:

- (a) with whom or with which the Executive has dealt or of whom or of which he has knowledge by virtue of his Duties in the 12 months preceding the Termination Date; and
- (b) either:
 - (i) who or which shall at the Termination Date be negotiating with any Group Company for the supply of any Restricted Products or Restricted Proposed Products; or
 - (ii) to whom or which any Group Company shall at any time during the period of 12 months prior to the Termination Date have supplied any Restricted Products;

"Duties"

the duties of the Executive as set out in clause 4;

"Employment"	the period of the Executive's employment under this Agreement which for the purposes of this Agreement shall be deemed to include any period of garden leave imposed under sub-clause 11.4;
"Group Companies"	the Company, its subsidiaries or subsidiary undertakings, any holding company or parent undertaking and any subsidiary or subsidiary undertaking of any holding company or parent undertaking or joint venture company in which any Group Company has an interest and "Group Company" shall mean any of them;
"Material Interest"	<p>Save as disclosed to and agreed by the Board</p> <p>(a) the holding of any position (whether employed or engaged) or provision of services as director, officer, employee, consultant, adviser, partner, principal, agent or volunteer;</p> <p>(b) the direct or indirect control or ownership (whether jointly or alone) of any shares (or any voting rights attached to them) or debentures save for the ownership for investment purposes only of not more than 5 per cent of the issued ordinary shares of any company whose shares are listed on any Recognised Exchange; or</p> <p>(c) the direct or indirect provision of any financial assistance;</p>
"Recognised Exchange"	a Recognised Investment Exchange as defined in Section 285 of the Financial Services and Markets Act 2000, or any comparable exchange or market wherever located;
"Restricted Area"	the United Kingdom;

"Restricted Products"	any products of a kind which have been designed, developed, dealt in, produced, marketed or sold by the Company in the ordinary course of the Businesses at any time during the 24 months preceding the Termination Date;
"Restricted Proposed Products"	any products which are, at the Termination Date, proposed to be designed, developed, dealt in, produced, marketed or sold by the Company at any time during the 12 months following the Termination Date;
"Restricted Supplies"	any goods or services supplied to any Group Company on terms which as to the nature of the supplies and/or the terms of supply are unique to the relationship between the supplier and the relevant Group Company or in relation to which the Executive possesses Confidential Information at the Termination Date;
"Supplier"	any person with whom the Executive has dealt or of whom or of which the Executive has knowledge by virtue of the Duties in the 12 months preceding the Termination Date and who has during that period provided Restricted Supplies to any Group Company; and
"Termination Date"	the date on which the Employment terminates.

2. **Appointment**

- 2.1 The Company appoints the Executive and the Executive agrees to serve as a Director of the Company on the terms set out in this Agreement.
- 2.2 The Executive warrants that the Executive is free to enter into this Agreement and is not bound by, nor subject to any court order, arrangement, obligation, restriction or undertaking (contractual or otherwise) which prohibits or restricts the Executive from entering into this Agreement or performing the Duties.

3. **Term**

- 3.1 The Employment commenced on 16 April 2009 and, unless terminated in accordance with clause 11, it may be terminated by either party giving to the other not less than 3 months' prior written notice.

4. Duties of the Executive

- 4.1 The Executive shall carry out such duties as may attach to the Executive's office or be assigned to or vested in the Executive by the Board from time to time.
- 4.2 At all times during the Employment (subject to any restrictions on the Executive's conduct imposed pursuant to sub-clause 11.4) the Executive shall:
- (a) unless prevented by ill health and except during holidays taken in accordance with this Agreement, devote the whole of the Executive's working time and attention to the Employment;
 - (b) perform the Duties faithfully and diligently;
 - (c) obey all lawful and reasonable directions of the Board, observe such restrictions or limitations as may from time to time be imposed by the Board upon the Executive's performance of the Duties and implement and abide by any relevant Company policy which may be promulgated or operated in practice from time to time;
 - (d) use best endeavours to promote the interests of the Company and not do or willingly permit to be done anything which is harmful to those interests; and
 - (e) keep the Board fully informed (in writing if so requested) of the Executive's conduct of the business or affairs of the Company and provide such explanations as the Board may require.

5. Commitment and hours of work

- 5.1 The Executive shall work such hours as may be necessary for the proper discharge of the Duties on such days and at such times as the Company shall reasonably request. The Executive shall not be entitled to receive any additional remuneration for work outside normal business hours.
- 5.2 The Executive acknowledges that the Executive may be required to work in excess of an average of 48 hours in any one period of 7 calendar days if so requested by the Company and consents to do so. The Executive may withdraw such consent by giving not less than 3 months' prior notice in writing to the Company of such withdrawal.

6. Principal place of work

- 6.1 The Executive's principal place of work shall be as determined by the Board from time to time and until so determined shall be, subject to clause 6.2, the Executive's home. The Company reserves the right to change the Executive's principal place of work to any other location

within the United Kingdom on giving reasonable prior notice to the Executive.

- 6.2 The Executive shall travel to and work on a temporary basis from such locations within the United Kingdom and abroad as the Board may reasonably require for the performance of his Duties.

7. **Salary**

During the Employment the Company shall pay to the Executive a salary at the rate of £80,000 per annum. This salary shall accrue from day to day, be payable by equal monthly instalments in arrears on or about the 28 day of each month and shall include any fees to which the Executive is entitled as a director of the Company, and shall be reviewed by the Company on or before 1 July in each year, so that the first review shall take place on or before 1 July 2010.

8. **Expenses**

The Company shall reimburse to the Executive all expenses reasonably and properly incurred by the Executive in the performance of the Duties, subject to the production of such receipts or other evidence of expenditure as the Company may reasonably require.

9. **Holidays**

- 9.1 The Company's holiday year runs from 1 January to 31 December.
- 9.2 The Executive is entitled to 30 days paid holiday each year, to be taken at such time or times as are agreed by the Board.
- 9.3 On termination of the Employment the Executive shall be entitled to pay in lieu of any outstanding holiday entitlement and shall be required to repay to the Company any salary received for holiday taken in excess of his actual entitlement. The basis for calculating the payment or repayment shall be 1/360 of the Executive's annual salary for each day. For the purposes of the calculation of the payment and repayment the amount of the Executive's outstanding or overtaken holiday entitlement shall be grossed up as appropriate to the nearest half day to take account of any non working days falling within the Executive's normal working week.

10. **Sickness or injury**

- 10.1 If unable to perform the Duties due to sickness or injury the Executive shall report this fact as soon as possible on the first working day of incapacity to an executive member of the Board, and provide, so far as practicable, an expected date of return to work.

- 10.2 To be eligible for sick pay under sub-clause 10.3, the Executive must supply the Company with such certification of sickness or injury as the Company may require.
- 10.3 If the Executive is absent from work due to sickness or injury and complies with the requirements in sub-clauses 10.1 and 10.2 above regarding notification of absence, the Executive will be paid Statutory Sick Pay in accordance with the provisions of the Social Security Contributions Benefit Act 1992. For Statutory Sick Pay purposes the Executive's qualifying days are Monday to Friday. Any additional payment will be made entirely at the Company's discretion.
- 10.4 If at any time during the Employment, in the reasonable opinion of the Board, the Executive is unable to perform all or part of the Duties because of sickness or injury then the Executive shall, at the request and expense of the Company:
- (a) consent to an examination by a doctor to be selected by the Company; and
 - (b) authorise this doctor to disclose to and discuss with the Company's medical advisor, or other nominated officer of the Company, the results of or any matter arising out of this examination.

11. Termination of and suspension from Employment

11.1 *Termination*

The Company may by written notice terminate the Employment without notice or pay in lieu of notice if the Executive:

- (a) commits a material breach of the terms and conditions of this Agreement whether or not amounting to gross misconduct or other conduct which would entitle the Company to terminate the Employment in accordance with any sub-clause of this clause 11;
- (b) repeats or continues after a written warning any non material breach of the terms and conditions of this agreement, including any failure to carry out the Duties efficiently, diligently or competently;
- (c) commits any act of gross misconduct or is guilty of any conduct which may in the reasonable opinion of the Board, bring any Group Company into disrepute or is calculated or likely prejudicially to affect the interests of any Group Company, whether or not the conduct occurs during or in the context of the Employment;

- (d) is convicted of any criminal offence punishable with imprisonment (other than an offence under road traffic legislation in the United Kingdom or elsewhere for which he is not sentenced to any term of imprisonment whether immediate or suspended);
- (e) commits any act of dishonesty relating to any Group Company, any of its employees or otherwise;
- (f) becomes prohibited by law from being a director, is removed from office pursuant to the Company's articles of association, unless the removal is caused by sickness or injury or, except at the request of the Company;
- (g) becomes of unsound mind or a patient within the meaning of the Mental Health Act 1983 so that in the opinion of the Board he is unable to perform the Duties; or
- (h) becomes bankrupt or makes any arrangement or composition with his creditors generally.

11.2 *Illness*

- (a) Notwithstanding sub-clause 10.3, if the Executive is incapable of performing the Duties due to sickness or injury for a period or periods aggregating at least 120 days in any period of 12 months the Company may, by written notice given at any time whilst such incapacity continues, terminate the Employment with immediate effect. Upon termination of the Employment under this sub-clause the Executive shall cease to be entitled to any payment under sub-clause 10.3 or any other provision of this Agreement.
- (b) On the service of notice to terminate pursuant to sub-clause 11.3(a) above the Company shall undertake, subject to this sub-clause, to pay to the Executive a sum equivalent to the Executive's salary for the unexpired portion of the Executive's contractual notice entitlement. The Company will pay the sum due and payable under this sub-clause (subject to deduction of tax and national insurance contributions at source) in equal instalments at monthly intervals in arrears during the period.

11.3 *After notice of termination has been given*

- (a) After notice to terminate the Employment has been given by the Executive or the Company, the Board may for all or part of the duration of the notice period in its absolute discretion require the Executive:

- (i) to perform only such duties (including without limitation research projects) as it may allocate to the Executive;
- (ii) not to perform any of the Duties;
- (iii) not to have any contact (other than social contact) with clients of any Group Company;
- (iv) not to have any contact with such employees or suppliers of any Group Company as the Board shall determine;
- (v) to disclose to the Board any attempted contact (other than social contact) with him made by any client, employee or supplier with whom the Executive has been required to have no contact pursuant to this sub-clause;
- (vi) to take any accrued holiday entitlement;
- (vii) not to enter any premises of the Company or any Group Company nor to visit the premises of any of the Company's suppliers or customers;

provided always that throughout the period of any such action and subject to the other provisions of this Agreement the Executive's salary shall not cease to accrue and be paid.

- (b) The Executive acknowledges that such action taken on the part of the Company shall not constitute a breach of this Agreement of any kind whatsoever nor shall the Executive have any claim against the Company in respect of any such action.

12. **Obligations during Employment**

12.1 *Know-how, inventions etc*

- (a) The Executive shall promptly disclose to the Company full details including, without limitation, any and all designs, computer programs, photographs, plans, records, drawings and models, of any know-how, technique, process, improvement, invention or discovery (whether patentable or not) which the Executive (whether alone or with any other person) makes, conceives, creates, develops, writes, devises or acquires at any time during the Employment and which relates or which could relate, directly or indirectly, to the Businesses.
- (b) If the know-how, technique, process, improvement, invention or discovery is a Company Invention, the Executive shall (to the extent that it does not automatically vest in the Company by operation of law) hold it in trust for the Company and, at the

request and expense of the Company, do all things necessary or desirable (including entering into any agreement that the Company reasonably requires) to enable the Company or its nominee to obtain for itself the full benefit of and to secure patent or other appropriate forms of protection for the Company Invention throughout the world.

- (c) If the know-how, technique, process, improvement, invention or discovery is not a Company Invention, the Company shall treat all information disclosed to it by the Executive as confidential property of the Executive.
- (d) The patenting and exploitation of any Company Invention shall be at the sole discretion of the Company.

12.2 *Copyright, design rights and moral rights*

- (a) The Executive shall promptly disclose to the Company all works including, without limitation, all copyright works or designs originated, conceived, developed, written or made by the Executive alone or with others during the Employment which relate, or could relate, to the Businesses and shall (to the extent that they do not automatically vest in the Company by operation of law) hold them in trust for the Company until such rights have been fully and absolutely vested in the Company.
- (b) The Executive assigns to the Company by way of present and future assignment (to the extent not already vested in the Company by operation of law) all copyright, design rights and other proprietary rights (if any) for their full terms throughout the world in respect of all copyright works and designs originated, conceived, written, developed or made by the Executive alone or with others during the Employment which relate, or could relate, to the Businesses.
- (c) The Executive irrevocably and unconditionally waives in favour of the Company any and all moral rights conferred on the Executive by Chapter IV, Part I, Copyright Designs and Patents Act 1988 and any other moral rights provided for under the laws now or in future in force in any part of the world for any work the rights in which are vested in the Company whether by sub-clause (b) or otherwise.
- (d) The Executive shall, at the request and expense of the Company, do all things necessary or desirable (including entering into any agreement that the Company reasonably requires to vest the rights referred to in this clause in the Company) to substantiate the rights of the Company under sub-clauses (b) and (c).

12.3 *Company as attorney*

The Executive irrevocably appoints the Company as his attorney in his name and on his behalf to execute documents, to use his name and to do all things which may be necessary or desirable for the Company to obtain for itself or its nominee the full benefit of the provisions of sub-clauses 12.1(b) and 12.2(b) and a certificate in writing signed by any director or the Company Secretary that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case so far as any third party is concerned.

12.4 *Confidential information*

- (a) During the Employment, the Executive shall not:
- (i) directly or indirectly disclose to any person or use other than for any legitimate purposes of the Company any Confidential Information;
 - (ii) without the Board's prior written permission hold any Material Interest in any business or entity which:
 - (A) is or shall be wholly or partly in competition with any of the Businesses; or
 - (B) impairs or might reasonably be thought by the Company to impair the Executive's ability to act at all times in the best interests of the Company and any Group Company;
 - (iii) at any time (whether during or outside normal working hours) take any preparatory steps to become engaged or interested in any capacity whatsoever in any business or venture which is in or is intended to enter into competition with any of the Businesses;
 - (iv) at any time make any untrue or misleading statement in relation to the Company or any Group Company;
 - (v) save as disclosed to and agreed by the Board, carry out any public or private work other than the Duties (whether for profit or otherwise and whether during or outside normal working hours) except with the prior written permission of the Board; or
 - (vi) directly or indirectly receive or obtain in respect of any goods or services sold or purchased or other business transacted (whether or not by the Executive) by or on behalf of any Group Company any discount, rebate, commission or other inducement (whether in cash or in kind) which is not authorised by any Company rules or

guidelines from time to time and if the Executive or any person in which the Executive holds any Material Interest shall obtain any such discount, rebate, commission or inducement, the Executive shall immediately account to the relevant Group Company for the amount so received.

- (b) The Executive shall, at any time during the Employment or following its termination, at the request of the Company return to the Company or, at the Company's request, shall destroy:
 - (i) any documents, drawings, designs, computer files or software, visual or audio tapes or other materials containing information (including, without limitation, Confidential Information) relating to any Group Company's business created by, in the possession of or under the control of the Executive; and
 - (ii) any other property of any Group Company in his possession or under his control.
- (c) The Executive shall not make or keep or permit any person to make or keep on his behalf any copies or extracts of the items referred to in sub-clause (b) (i) in any medium or form.

13. **Obligations after Employment**

13.1 The Executive shall not within the Restricted Area directly or indirectly for the period of 6 months after the Termination Date be engaged on his own account or in the capacity of employee, officer, consultant, adviser, partner, principal or agent in any company or business which carries on any business or venture which:

- (a) is or is about to be in competition with any of the Businesses which the Executive has been concerned or involved to any material extent during the period of 12 months preceding the Termination Date or in relation to which the Executive at the Termination Date possesses Confidential Information; or
- (b) requires or might reasonably be thought by the Company to require the Executive to disclose or make use of any Confidential Information in order properly to discharge the Executive's duties to or to further the Executive's interest in that business or venture.

13.2 The Executive shall not directly or indirectly, whether on the Executive's own behalf or on behalf of another person:

- (a) for the period of 12 months after the Termination Date:

- (i) accept orders for any Restricted Products from any Customer; or
 - (ii) accept orders for any Restricted Proposed Products from any Customer;
- (b) for the period of 12 months after the Termination Date accept the supply by any Supplier of Restricted Supplies;
- (c) for the period of 12 months after the Termination Date:
 - (i) seek, canvass or solicit any business, orders or custom for any Restricted Products from any Customer;
 - (ii) seek, canvass or solicit any business, orders or custom for any Restricted Proposed Products from any Customer;
 - (iii) solicit or entice away or seek to entice away from any Group Company any person who is and was at the Termination Date or during the period of 12 months preceding the Termination Date, employed or engaged by any Group Company in any of the Businesses in a senior managerial, technical, supervisory, sales or marketing capacity;
- (d) at any time after the Termination Date:
 - (i) induce or seek to induce by any means involving the disclosure or use of Confidential Information any Customer or Supplier to cease dealing with any Group Company or to restrict or vary the terms upon which it deals with any Group Company;
 - (ii) be held out or represented by the Executive or any other person, as being in any way connected with or interested in any Group Company; or
 - (iii) disclose to any person, or make use of any Confidential Information.

14. Disciplinary and Grievance procedure

- 14.1 The Executive is subject to the Company's disciplinary rules and procedures, for the time being in force and such other procedures of this nature as may from time to time be adopted. Application of any such procedure is at the Company's discretion and is not a contractual entitlement.

14.2 If the Executive has any grievance relating to his Employment (other than one relating to a disciplinary decision) he should refer such grievance to the Chairman of the Board (unless he himself is the Chairman of the Board, in which case it shall be referred to the senior non-executive director on the Board or in the event that there is no such non-executive director, any other Board member) and if the grievance is not resolved by discussion with him it will be referred for resolution to the Board, whose decision shall be final.

15. **Deductions**

The Executive consents to the deduction at any time from any salary or other sum due from the Company to the Executive including any payment on termination of employment, of any sum owed by the Executive to any Group Company.

16. **Entire Agreement**

This Agreement together with any documents referred to in this Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (oral or written) in respect of the employment or engagement of the Executive by the Company. No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

17. **Data Protection**

The Executive consents to the holding and processing by the Company of personal data (including, where appropriate, sensitive personal data) relating to the Executive for the purposes of personnel or pensions administration, employee management or compliance with any laws or regulations applicable to the Company or its business.

18. **Notices**

18.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be hand delivered, or sent by prepaid first class post or facsimile, with a confirmatory copy sent by prepaid first class post to, in the case of the Executive, the Executive's last known residential address or, in the case of the Company, the Company Secretary at the Company's registered office.

18.2 A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally to a party or to the specified address;

- (b) on the second working day after posting by first class prepaid post; or
- (c) 2 hours after transmission if served by facsimile on a business day prior to 3pm or in any other case at 10 am on the business day after the date of despatch.

19. Governing law and jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with English law.

19.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the English courts.

In witness this Deed has been executed on the date appearing at the head of page 1.

Executed as a Deed
by **Surinderjit Jassell**
in the presence of:

)
)
) 

Signature of witness:



Name:

S. MOOSATE

Address:

30 WILKIN GARDEN
PILKINGHAM MIDDX HA5 4RE

Occupation:

ACCOUNTANT

Executed as a Deed
(but not delivered until the date
appearing at the head of page 1)
by **DocsInnovent Limited**
acting by:

)
)
)
)
)

Director



Director/Secretary

