

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4129401

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE TRADE SECRET AND CONFIDENTIALITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEEPA DEEPA	05/20/2014
RECEIVING PARTY DATA		
Name:	THE SPECTRANETICS CORPORATION	
Street Address:	9965 FEDERAL DRIVE	
City:	COLORADO SPRINGS	
State/Country:	COLORADO	
Postal Code:	80921-3617	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29532214
CORRESPONDENCE DATA		
Fax Number:	(303)607-3600	
<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:	(303) 607-3500	
Email:	aimee.miller@faegreBD.com	
Correspondent Name:	FAEGRE BAKER DANIELS LLP	
Address Line 1:	1700 LINCOLN STREET	
Address Line 2:	SUITE 3200	
Address Line 4:	DENVER, COLORADO 80203	
ATTORNEY DOCKET NUMBER:	487145.678	
NAME OF SUBMITTER:	BRIAN LEFORT	
SIGNATURE:	/brian lefort/	
DATE SIGNED:	11/04/2016	
Total Attachments: 5		
source=DeepaDeepa_Trade_Secret_Agreement#page1.tif		
source=DeepaDeepa_Trade_Secret_Agreement#page2.tif		
source=DeepaDeepa_Trade_Secret_Agreement#page3.tif		
source=DeepaDeepa_Trade_Secret_Agreement#page4.tif		
source=DeepaDeepa_Trade_Secret_Agreement#page5.tif		

**THE SPECTRANETICS CORPORATION
AGREEMENT FOR PROTECTION OF TRADE SECRETS
AND CONFIDENTIAL INFORMATION**

This Agreement is made as of the 20 day of May, 2014, between The Spectranetics Corporation, a Delaware corporation (the "Company") and Deepa Deepa, the undersigned employee of the Company ("Employee"):

1. **Definition.** As used in this Agreement, "Trade Secrets and Confidential Information" means any information pertaining to the Company that the Company does not intentionally disclose to third parties except pursuant to a confidentiality, non-disclosure or similar agreement, including, without limitation:
- a. Information relating to existing or prospective products or services of the Company, whether of a technical nature or otherwise, including information relating to excimer lasers, fiber optic or other catheters and related ancillary equipment and accessories, or to other medical equipment or devices or any component thereof;
 - b. Information of a business or marketing nature concerning the Company, including financial information, information concerning customers, suppliers, employees, consultants and independent contractors with whom the Company has, has had or proposes to have a business relationship;
 - c. The names and addresses of the Company's past, present or prospective customers, clients or business contacts and all documents, information and materials that concern or relate to such customers, clients or business contacts, regardless of whether such documents, information and materials were supplied or produced by the Company, or such customers, clients or business contacts;
 - d. Information relating to past, present or proposed research and development activities, whether conducted by the Company or by another party jointly with the Company or for the Company's benefit;
 - e. Information concerning the Company's intellectual property;
 - f. Any other item defined as a trade secret in the any Uniform Trade Secrets Act, as amended; and
 - g. Information received by the Company from a third party pursuant to a confidentiality, non-disclosure or other agreement that limits the Company's right to disclose or use such information, including samples of materials, components or products.

Trade Secrets and Confidential Information includes information received or learned by Employee before or after the date of this Agreement, information developed by Employee, whether in the course of his or her employment by the Company or otherwise, and information provided orally, in writing, electronically or otherwise, whether or not marked "confidential" at the time it is provided. Trade Secrets and Confidential Information shall not include (or shall cease to include) information that is or becomes publicly available through no wrongful act of Employee or of others who are under confidentiality obligations to the Company.

2. Confidentiality.

- a. Employee acknowledges that Trade Secrets and Confidential Information constitute valuable assets of the Company. Employee recognizes that the value of the Trade Secrets and Confidential Information would be destroyed or diminished by disclosure or misuse.
- b. Trade Secrets and Confidential Information shall not be used by Employee, during his or her employment with the Company or thereafter, except solely for the benefit of the Company, and shall not be disclosed by Employee, during his or her employment with the Company or thereafter, to anyone inside the Company who does not have a need to know such information in connection with the performance by Employee of his or her duties to the Company or to anyone outside the Company without the Company's direct, written authorization. In the event that Employee is uncertain whether particular

Initials DD

Date 5/20/14

information includes Trade Secrets and Confidential Information, or whether someone inside the Company has a need to know such information, Employee agrees to treat such information as Trade Secrets and Confidential Information and not to disclose such information to such person until instructed otherwise by the Company in writing.

- c. Should Employee contemplate publishing or presenting investigational or clinical data or results of Employee's research performed during his or her employment with the Company in technical or medical journals or at conferences or meetings, Employee shall provide copies of any outlines, slides, abstracts, papers or manuscripts to the Company for review and approval a reasonable time prior to submittal for publication or presentation. The Company shall advise Employee in writing whether it believes such materials contain or disclose Trade Secrets and Confidential Information. Employee shall remove from such materials and shall not include in any related oral presentation information that the Company advises Employee contains or discloses Trade Secrets and Confidential Information.
3. **Prior Obligations.** Employee represents that performance of his or her duties as an employee of the Company has not breached and will not breach any agreement between Employee and a third party obligating Employee to keep in confidence or not to use information acquired by Employee prior or subsequent to the commencement of Employee's relationship with the Company or not to engage in any business or activity. Employee will not disclose to the Company or use in the course of his or her employment any invention, information or material belonging to any previous client, employer or other party.
4. **Third-Party Information.** In the event that the Company provides Employee with a copy of a confidentiality, non-disclosure or other agreement limiting the Company's right to disclose or use information received from a third party, then, in addition to treating such information as Trade Secrets and Confidential Information, Employee will comply with such third-party agreement as though he or she were a party thereto and will not take any action that would cause the Company to violate the third-party agreement.
5. **Copyrights and Research Material.** Employee agrees that all creative work, including all expressions in any media, whether published or unpublished, conceived or created by Employee in the course of his or her employment by the Company, whether prepared for the Company or its clients or prospective clients, shall be deemed work made for hire and shall be the property of the Company as employer, free from any rights or claims by Employee, including any challenges to the right of the Company to copyright the work in the name of the Company as author thereof and including any challenges related to termination rights in the work products. Employee agrees that all research material and data of any kind generated by Employee during the term of this Agreement shall be the sole property of the Company.
6. **Outside Business Limitations.** Employee agrees that Employee shall give the Company at least ten (10) days written notice before engaging in any outside business activity during the term of this Agreement. If the Company determines that such outside business activity would interfere with the performance of Employee's duties with the Company, Employee will not commence or continue such activity. In no case shall such activity be in competition with the activities of the Company. The fact that the Company does not give notice to Employee to stop, or not to commence such activity, shall not constitute a waiver by the Company of any rights it has under this Agreement or otherwise.
7. **Assignment of Inventions.**
 - a. Employee agrees to assign, and does hereby assign, to the Company all Employee's right, title and interest throughout the world in and to any and all inventions, discoveries, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws (collectively, "Inventions"), which Employee may solely or jointly conceive or develop or

Initials

Date 5/20/14

reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which Employee is employed by or a consultant of the Company and which relate to the business or anticipated business of the Company or are prepared within the scope of Employee's duties or upon the time or with the facilities or funding of the Company or on Company premises. Employee further agrees to disclose in writing to such person as the Company may designate (or, if no such person is designated, then to the President of the Company), promptly and fully, all such Inventions.

- b. Employee agrees, at the Company's request and expense, to do everything reasonably necessary or required, in the opinion of the Company, to vest in the Company Employee's entire right, title and interest in and to such Inventions, including executing all documents and performing all acts necessary to make application for the benefit of the Company for patents, copyrights, trademarks or other intellectual property, in the United States and throughout the world. Employee further agrees to assist and to cooperate with the Company, before or after the termination of Employee's employment, at Company's request and expense, in any controversy or proceeding involving or relating to such Inventions, including any patents that may issue thereon. In the event that Employee is requested to provide any such assistance or cooperation after the termination of Employee's employment, the Company shall compensate Employee for Employee's time at an hourly rate based upon the amount of Employee's monthly base pay at the time of the termination of Employee's employment and upon a 40 hour work week. If Company is unable because of Employee's mental or physical incapacity or unavailability or for any other reason to secure Employee's signature to apply for or to pursue intellectual property registration or protection for any such Invention assigned to Company, then Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's name and stead to execute and file any such applications and to do all other lawful acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations or protection of intellectual property rights with the same legal force and effect as if originally executed by Employee.
- c. Employee agrees to keep and to maintain, or assist in keeping and maintaining, records such as a laboratory notebook, properly and periodically witnessed and understood, as will show the conception, reduction to practice and operation of all such Inventions, as well as such other records as the Company may request, which records shall be and remain the property of, and shall be delivered to the Company.
- d. Employee agrees to refrain from revealing to any person, other than a duly authorized representative of the Company, any information concerning such Inventions. No person shall be deemed a "duly authorized representative" unless so designated by the Company in writing. The President is hereby so designated.
- e. Employee agrees that, except as noted in the space immediately below, there are no Inventions that have been made, conceived or first reduced to practice by Employee prior to the date of this Agreement, either solely or in collaboration with others, which Employee desires to remove from the operation of this Agreement. If, in the course of employment with the Company, Employee incorporates into a Company product, process or machine a prior Invention owned by Employee or in which Employee has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such prior Invention as part of or in connection with such product, process or machine.

Initials DR

Date 5/20/11

PATENT

REEL: 040564 FRAME: 0877

8. **Non-Competition.** Employee agrees that Employee will not engage in any of the following activities during his/her employment and for a period of one year after the termination date in any of the Territory (as defined below):
- Whether as a director, officer, consultant, employee, agent or otherwise engage in or contribute Employee's knowledge and abilities to any person or entity that engages in any aspect of the Business (as defined below), *provided however* that Employee may become an employee of an entity that engages in the Business if Employee's functions are limited entirely to one or more division of that entity and such divisions do not engage in aspect of the Business;
 - Employ, solicit for employment, or attempt to employ or assist anyone in employing or soliciting for employment any person which is an employee of the Company; or
 - Attempt in any manner to solicit from any client or customer of the Company, sales or transactions relating to the Business, or persuade any client or customer of the Company to cease doing business or reduce the amount of business that such client or customer has customarily done with the Company.

For purposes of this Agreement,

"Business" means a business that designs, manufactures, markets and/or sells (either directly or through third parties) medical devices for products that compete directly with products that are sold (or actively in development) by the Company at the time of the Termination Date.

"Territory" means any country of the world where the Company engages in the Business as of the Termination Date.

9. **Return of Materials and Property.** On the date of termination of Employee's employment, Employee shall return to the Company (a) all documents, whether in paper or electronic form, concerning or containing any Trade Secrets and Confidential Information and any other documents of the Company that are in the Employee's possession or control, including all originals and copies, and all notes, summaries or abstracts thereof, without retaining a copy of any such materials, (b) all keys or access cards to the Company's offices, (c) all Company credit cards, (d) all Company cell phones, "Blackberrys" or similar devices, (e) all Company computer equipment, and (f) any other Company property. Employee shall provide the Company with such evidence as it may reasonably request that all Company information has been removed (beyond possibility of retrieval) from any personally owned computer or other equipment of Employee.
10. **Notice.** Any notice required to be given under this Agreement shall be sufficient if personally delivered or if sent by certified or registered mail, postage prepaid, return receipt requested, to the address of the other party as set forth under the signature lines or at such other address as a party subsequently may designate from time to time in writing to the other party. Any notice to the Company must be personally delivered or addressed to the Vice President, General Counsel.
11. **Modification of Agreement.** This Agreement may not be changed or modified (including any waiver of any right or remedy hereunder) except in a writing signed by the party against whom the change or modification is asserted, or in accordance with section 13 below.
12. **Severability; Interpretation.** All agreements and covenants contained herein are severable, and if any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of a part of such provision shall not affect the validity or enforceability of the

Initials R

Date 5/20/14

remainder of such provision or the validity or enforceability of any other provision of this Agreement. As used in this Agreement, (w) all pronouns include the masculine and feminine form, (x) "or" means "and/or", (y) the singular includes the plural and vice versa, and (z) "including" means "including without limitation". Titles to sections are included for convenience of reference only and shall not limit or affect the meaning of the sections.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, if any, similar in nature or purpose to this one. Nothing in this Agreement shall modify or otherwise affect, including, without limitation, the at-will nature of Employee's employment.
14. **Enforcement.** Any breach of this Agreement by Employee would cause irreparable injury to the Company, and Employee agrees that the Company shall be entitled, in addition to other remedies and damages available, to an injunction (without necessity of posting or filing a bond or other security) to restrain violation(s) hereof by Employee or by Employee's partners, agents, servants, employers, employees, or any other persons acting for or with Employee or on Employee's behalf.
15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which Employee resides at the time of his or her execution of this Agreement.
16. IN WITNESS WHEREOF, the Company and Employee have executed this Agreement as of the day and year first above written.

COMPANY

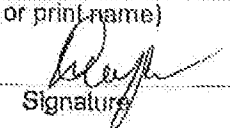
EMPLOYEE

The Spectranetics Corporation

By: 
Company Management Official

Title: HR Director

Address: 9965 Federal Drive
Colorado Springs, CO 80921

DEEPA DEEPA
(Type or print name)

Signature

Address: 2804 SILVER LAKE NE
APT 303
MINNEAPOLIS MN 55421

Initials _____

Date _____