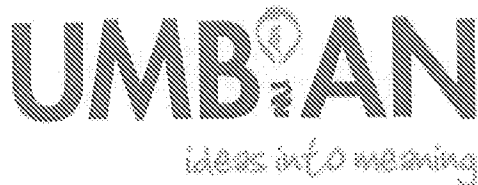


PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4249395

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JASON CONNELL	08/02/2010
RECEIVING PARTY DATA		
Name:	UMBIAN INC.	
Street Address:	38 SOLUTIONS DRIVE	
Internal Address:	RAVINE CENTRE II, S300	
City:	HALIFAX	
State/Country:	CANADA	
Postal Code:	B3S 0H1	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15329853
CORRESPONDENCE DATA		
Fax Number:	(908)654-7866	
<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:	(908) 518-6398	
Email:	assignment@lernerdavid.com	
Correspondent Name:	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP	
Address Line 1:	600 SOUTH AVENUE WEST	
Address Line 4:	WESTFIELD, NEW JERSEY 07090	
ATTORNEY DOCKET NUMBER:	RESMED 3.3F-142	
NAME OF SUBMITTER:	MELINDA C. CORMIER	
SIGNATURE:	/Melinda C. Cormier/	
DATE SIGNED:	01/30/2017	
Total Attachments: 5		
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EMPLOYMENT AGREEMENT

In consideration of the complete compliance of Umbian, Inc. (the "Company") with its duties and obligations under this Agreement, including timely payment of wages due to me, I agree as follows:

1. **Company's Trade Secrets:** I understand that in performance of my job duties with the Company, I will be exposed to the Company's trade secrets. "Trade Secrets" means information or material that is commercially valuable to the Company, not generally known in the industry, and which the Company expressly designates as "Trade Secret". This includes:
 - a. any and all versions of the Company's proprietary computer software (including source code and object code), hardware, firmware, and documentation;
 - b. technical information concerning the Company's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development;
 - c. information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - d. information concerning the Company's employees, including their salaries, strengths, weaknesses and skills;
 - e. information submitted by the Company's customers, suppliers, employees, consultants or co-ventures with the Company for study, evaluation or use; and
 - f. any information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business.
2. **Nondisclosure of Trade Secrets:** I will keep the Company's trade secrets, whether or not prepared or developed by me, in the strictest confidence. I will not use or disclose such secrets to others without the Company's written consent, except when necessary to perform my job. However, I shall have no obligation to treat as confidential any information which:
 - a. was in my possession or known to me, without an obligation to keep in confidential, before such information was disclosed to me by the Company;
 - b. is or becomes public knowledge through a source other than me and through no fault of mine; or
 - c. is or becomes lawfully available to me from a source other than Company.
3. **Confidential Information of Others:** I will not disclose to the Company, use in the Company's business, or cause the Company to use, any information or material that is a trade secret of others.
4. **Return of Materials:** When my employment with the Company ends, for whatever reason, I will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any of the Company's trade secrets. I will also return to the Company all equipment, files, software programs, and other personal property belonging to the Company. I may submit a written request to retain copies of any such materials at which time the Company may:
 - a. release the materials into my possession; or
 - b. deposit the materials with a neutral escrow agent, at the Company's expense, which may be only released to my possession by court order, court subpoena, or mutual

agreement of the parties.

5. **Confidentiality Obligation Survives Employment:** I understand that my obligation to maintain the confidentiality and security of the Company's trade secrets remain with me even after my employment with the Company ends and continues for so long as such material remains a trade secret.
6. **Computer Programs Are Works Made for Hire:** I understand that as part of my job duties I may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. I agree that any and all computer programs, documentation and other copyrightable materials that I am asked to prepare or work on as part of my employment with the Company shall be "works made for hire" and that the Company shall own all the copyright rights in such works, subject to the restrictions in Section 8. IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, I HEREBY ASSIGN ALL OF MY COPYRIGHT RIGHTS IN THE WORK TO THE COMPANY, subject to the restrictions in Section 8.
7. **Disclosure of Developments:** While I am employed by the Company, I will promptly inform the Company of the full details of my inventions, discoveries, improvements, innovations and ideas (collectively called "Developments")-whether or not patentable, copyrightable or otherwise protectable- that I conceive, complete, or reduce to practice (whether jointly or with others) and which:
- a. relate to the Company's present or prospective business, or actual or demonstrably anticipated research and development; or
 - b. result from any work I do using any equipment, facilities, materials, trade secrets, of
 - c. result from any work that I may do for the Company.
8. **Assignment of Developments:** I hereby assign to the Company or the Company's designee, my entire right, title and interest in all of the following, that I conceive or create (whether alone or with others) while employed by the Company and as they pertain to the works made for hire:
- a. all Developments;
 - b. all copyrights, trade secrets, trademarks and mask work rights in Developments; and
 - c. all patent applications filed and patents granted on any Developments, including those in foreign countries.
9. **Sale, Transfer, or Assignment:** Should the Company wish to sell, transfer or assign said right, title, or interest, or any portion thereof, of the items listed in Section 8,
- a. The Company must submit a document of assignment to me 30 days prior to the sale, transfer or assignment and the document of assignment must include provisions which preserve my royalty compensation rights, as described in Exhibit A.
 - b. If the document of assignment does not preserve the rights mentioned above, then prior to the sale, transfer or assignment and within a period of 6 weeks from the date of receipt of the document of assignment, a new agreement must be negotiated between the Company and me.
 - c. Should the Company at any time file for Bankruptcy, have a petition filed in Bankruptcy court either for or against, I will have first right to refuse purchase of said right, title and interest at a negotiated price.
10. **Execution of Documents:** Both while employed by the Company and afterwards, I agree to execute and aid in the preparation of any paper that the Company may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to the Company, but at its expense.

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11. **Conflict of Interest:** During my employment by the Company, I will not engage in any business activity competitive with the Company's business activities. Nor will I engage in any other activities that conflict with the Company's best interests.
12. **Post-Employment Noncompetition Agreement:** I understand that during my employment by the Company I may become familiar with confidential information of the Company. Therefore, it is possible that I could cause grave harm to the Company if I worked for a competitor. Accordingly, I agree for six months after the end of my employment with the company not to engage in, or contribute my knowledge to, any work that is competitive with or functionally similar to an algorithm, method or design on which I worked while at the Company at any time during the period of 6 months immediately before my employment ended.
- a. **Diversion of Company Business:** For a period of twelve months from the date my employment ends, I will not divert or attempt to divert from the Company any business the company enjoyed or solicited from its customers during the twelve months prior to the termination of my employment.
 - b. **Geographic Restrictions:** I agree that these restrictions on my post-employment competitive activity shall apply in all places throughout Canada and the United States.
13. **Additional Post Employment Noncompetition Terms:**
The following post-employment Noncompetition term(s) shall apply:
- a. **Written Consent:** I understand that I will be permitted to engage in the work or activity described in this Agreement if I provide the Company with clear and convincing written evidence, including assurances from my new employer and me, that the contribution of my knowledge to that work or activity will not cause me to disclose, base judgment upon or use any of the Company's confidential information. The Company will furnish me a written consent to that effect if I provide the required written evidence. The written consent shall not be unreasonably withheld and shall be given within 10 business days after the Company receives reasonable documentation. I agree not to engage in such work or activity until I receive such written consent from the Company. Nothing in this paragraph shall be construed to extend the 6 month period referred to in paragraph 12, above.
 - b. **Inability to Secure Employment:** If, solely as a result of this Noncompetition agreement, I am unable to secure employment appropriate to my abilities and training, despite my diligent efforts to do so, the Company shall either: (1) release me from my Noncompetition obligations to the extent necessary to allow me to obtain such employment, or (2) pay me a periodic-amount equal to my monthly base pay at termination for the balance of the term of this Noncompetition agreement.

If and while the Company elects to pay me the amounts described above, I promise to diligently pursue other employment opportunities consistent with my general skills and interests. I understand that the Company's obligation to make or continue the payments specified above will end upon my obtaining employment, and I will promptly give the Company written notice of such employment.

14. **Noninterference with Company Employees:** While employed by the Company and for one year afterwards, I will not:
- a. induce, or attempt to induce, any Company employee to quit the Company's employ,
 - b. recruit or hire away any Company employee, or
 - c. hire or engage any Company employee or previous employee whose employment with the Company ended less than one year before the date of such hiring or engagement.

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15. **Enforcement:** I agree that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. I agree, therefore, that the Company shall be entitled to an injunction to restrain me from such breach or threatened breach. Nothing in this agreement shall be construed as preventing the Company from pursuing any remedy at law' or in equity for any breach or threatened breach.

16. **Compensation:** I agree that my compensation will be \$98,000 per annum and that all amounts payable are subject to withholding for federal, provincial, and local income taxes, employment and payroll taxes, and any other legally required withholding taxes and contributions.

17. **General Provisions:**

- a. **Successors:** The rights and obligations under this Agreement shall survive the termination of my service to the Company in any capacity and shall inure to the benefit and shall be binding upon: (1) my heirs and personal representatives, and (2) the successors and assigns of the Company.
- b. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia.
- c. **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and me.
- d. **Entire Agreement:** This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the Company and me, except for prior confidentiality agreements I have signed relating to information not covered by this Agreement
- e. **Modification:** This Agreement may not be modified except by a writing signed both by the Company and me.

18. **Termination:**


The Employee's employment may be terminated in the following circumstances:

- (a) by the Employer immediately, summarily and without prior notice and without further obligations to the Employee for Just Cause; "Just Cause" includes:
 - (i) the failure or refusal of the Employee to properly carry out his/her duties after notice by the Employer of the failure to do so and after having been provided with an opportunity to correct the failure within a reasonable time from the date of receipt of that notice;
 - (ii) the failure or refusal of the Employee to conform to the policies, practices and procedures established by the Employer for general application to the employees of the Employer from time to time; or
 - (iii) any act of theft, fraud, dishonesty or misconduct by the Employee involving the property, business or affairs of the Employer or the carrying out of the Employee's duties; or
 - (iv) any criminal conviction pursuant to the provisions of the Criminal Code (Canada); or
 - (v) any other conduct that would amount to Just Cause at law.
- (b) by the Employer in any case other than for Just Cause on one months' prior written notice or pay in lieu thereof or a combination of notice and pay at the Employer's option and except that if the Employee is entitled under the Labour Standards Code of Nova Scotia to a longer period of notice than that prescribed above, the notice to be given by the Employer under this Section 18 shall be that minimum period of notice which is required under the Labour Standards Code of Nova Scotia and no more;

(c) by the Employee on one month prior written notice which notice may be waived by the Employer without further obligation to the Employee; or

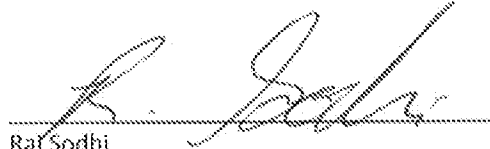
(d) automatically in the event of the death of the Employee

I have carefully read and considered all provisions of this Agreement and agree that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. I acknowledge that I have received a copy of this Agreement as signed by me.


Employee's Signature

Date: Aug 02 2010

Witness:


Raj Sodhi
President, Umbian, Inc.

Date: Aug 2/2010