

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4254335

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONFIDENTIALITY & SECRECY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANIKOMMU SRINIVAS REDDY	07/01/2012
RECEIVING PARTY DATA		
Name:	GLENMARK GENERICS LIMITED	
Street Address:	B/2 MAHALAXMI CHAMBERS	
Internal Address:	22 BHULABHAI DESAI ROAD	
City:	MUMBAI	
State/Country:	INDIA	
Postal Code:	400026	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14780138
CORRESPONDENCE DATA		
Fax Number:	(631)393-6271	
<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>		
Email:	mec@rml-law.com	
Correspondent Name:	MICHAEL E. CARMEN	
Address Line 1:	RYAN, MASON & LEWIS, LLP	
Address Line 2:	48 SOUTH SERVICE ROAD, SUITE 100	
Address Line 4:	MELVILLE, NEW YORK 11747	
ATTORNEY DOCKET NUMBER:	1276-217 PCT US	
NAME OF SUBMITTER:	MICHAEL E. CARMEN	
SIGNATURE:	/Michael E. Carmen/	
DATE SIGNED:	02/01/2017	
Total Attachments: 7		
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For AXIS BANK LTD., AXIS BANK LTD.
Vashti
Authorized Signatory
Director
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Authorized Signatory

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WHEREAS:

The Company is a leading pharmaceutical company and is engaged in the field of research, development, manufacturing, marketing, distribution, export and sale of wide range of pharmaceutical formulations and medicinal preparations.

The Employee is employed with the Company as a **Principal Scientist - Bulk Actives**.

The parties are entering into this Agreement setting out the Employee's obligations with respect to confidentiality, secrecy, intellectual property rights, insider trading, etc as stated hereunder:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION

"Confidential Information" shall mean any proprietary information in tangible or non-tangible form which is disclosed or may be disclosed or made available by the Company to the Employee, through any medium, relating to the Company's past, current and future business which shall be inclusive of but not limited to (i) products and services; (ii) research and development plans and results, inventions, know-how, formulae, clinical data and experimental work; (iii) sales and operating information, marketing and merchandizing plans and strategies; (iv) purchasing and manufacturing information, procurement requirements, cost and pricing information; (v) customers and customer lists and profiles; (vi) concepts, data, reports, methods, processes, techniques, operations; (vii) future projections, business plans and forecasts; (viii) financial information and data, listings, holdings, fee schedules, stock ownership, alliances, investments, transactions and general business operations; (ix) technical information, know-how, drawings, specifications, design details, information technology systems and programs, software, engineering data; (x) intellectual property rights, label claims, patents, trademarks, copyrights, designs, trade secrets, inventions, discoveries, derivative intellectual property, ideas having commercial value, information relating to or underlying such intellectual property rights; (xi) any other proprietary, technical and other information relating to past, current and future products and services; and (xii) all materials prepared on the basis of any of the foregoing, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright, irrespective of whether the information is marked or indicated by the Company as Confidential or otherwise.

2. OBLIGATION OF CONFIDENTIALITY

2.1 The Employee acknowledges that, as a result of his employment with the Company, he has access to Confidential Information. The Employee agrees and accepts that the Company is the sole and absolute owner of the Confidential Information.

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2.2 The Employee shall use the Confidential Information only for the purpose of performing his role, responsibility and obligations under his employment contract with the Company and not for any other reason whatsoever.

2.3 The Employee acknowledges and accepts that the Confidential Information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality.

2.4 The Employee shall hold the Confidential Information in strict confidence and shall not disclose the same to any third party, without the prior written consent of the Company.

2.5 If the Employee is required to disclose the Confidential Information to other employees who require knowledge or access to the Confidential Information to perform their duties as employees of the Company, the then Employee shall disclose the Confidential Information purely on a "need to know basis only". In the event of such a disclosure, the Employee shall ensure that the recipients are made aware of the recipient's obligation of non-disclosure of the Confidential Information.

2.6 The Employee shall take all necessary security precautions to safeguard the Confidential Information.

2.7 The Employee agrees that except as essential for the Employee to discharge his employment obligations with the Company, the Employee shall not:

- i. make any disclosure of the Confidential Material;
- ii. make any duplication or other copy of the Confidential Material in any medium;
- iii. remove Confidential Material or proprietary property or documents without written authorization;
- iv. use, sell, offer for sale, or have made, any product or service based upon the Confidential Information provided to it under this Agreement without prior written permission of the Company;
- v. make any reference to the Confidential Information as part of its resume, curriculum vitae, background or introductory information in any medium including but not limited to web sites.

2.8 The Employee shall immediately upon request from Company, return to Company all Confidential Information or proprietary property/ material/ documents in the possession of the Employee.

2.9 The Employee shall not make the Confidential Information available to any third party without the express written authorisation of the Company, provided that if the Confidential Information is required to be disclosed to regulatory or government authority then the same may be disclosed by the Employee only to the extent required and after providing prior written intimation to the Company for the said disclosure.

2.10 The aforementioned obligations of non-disclosure shall not apply to any Confidential Information which the Employee can demonstrate by written evidence falls within one of the following exceptions:



- i. is, or without the fault of the Employee, becomes available to the public;
- ii. was known to Employee prior to disclosure by the Company;
- iii. was received without restriction from a third party having the right to make such disclosure;
- iv. is lawfully disclosed to the Employee by a third party not bound by obligations of non-disclosure with regard to the Confidential Information.

2.11 The Employee shall not, without the previous consent of the Company in writing, at any time during the continuance of his/her employment and thereafter, directly or indirectly, publish or cause to be published any book, leaflet, brochure, pamphlet or other document of whatsoever nature containing the said know-how, Confidential Information, process, formulae or improvements therein or the progress of research activities being carried on by him/her or by others, or contribute any article or review to any newspaper, magazine or other publication concerning the research or business activities of the Company


2.12 At the Company's written request or on termination of the Employee's employment with the Company, Employee shall return all the Confidential Information received in pursuance to this Agreement. The Company shall have a right to withhold the full and final settlement of the Employee until the Confidential Information is returned to the Company.

2.13 In the event, the Employee no longer serves as the employee of the Company, then the Employee shall not without the prior written consent of the Company, engage himself/herself directly or indirectly, with or without remuneration in any trade, business, occupation, employment, service or calling in any capacity whatsoever either by himself/herself or in association with any individual, firm or company whereby the Employee would have to make use of the Confidential Information in any manner whatsoever.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Any discoveries, inventions or improvements whether patentable or unpatentable which are conceived of, discovered, or developed by the Employee, in any way, derived from, related to, based on, or resulting from the use of Confidential Information ("Derivative IP") shall remain the property of the Company and the Employee shall be bound to promptly disclose the same to the Company. Without prejudice to the foregoing any such Derivative IP shall be the sole property of the Company and the Employee, its affiliates and any person claiming through them shall do all acts and things as shall be necessary to vest all right, title and interest therein in the Company. The Employee shall keep Derivative IP confidential in accordance with this Agreement.

3.2 In the event that the Employee conducts any experiments, tests or work in relation to any Intellectual Property Rights (whether alone or together with any person or persons), the Employee shall at the Company's request immediately disclose to the Company the full details of such experiments, tests



or work including all related papers, workings, drawings, statistics, formulae and specifications.

3.3 The Employee hereby agrees to assign to the Company all right title and interest in any and all Intellectual Property Rights and/or Confidential Information and/or Derivative IP for the full respective terms thereof throughout the world in respect of all works and/or material created or prepared by him alone or with others during the term of his employment (except only those works and/or material created or prepared by him wholly outside his normal working hours which are totally unconnected with his employment). The Employee hereby agrees to sign, execute or do all such further documents, acts and things as the Company may require to vest in the Company all right, title and interest that he has agreed in this contract is or should be vested in the Company and to give all assistance, information or evidence as may be reasonably required for the purposes of any proceedings, including proceedings for the grant of any patent or other registered right. The Employee agrees that the remuneration paid to the Employee under his employment terms would be sufficient consideration towards any such assignment/transfer.

3.4 Breach of the terms of this Agreement by the Employee will cause immediate and irreparable harm to the Company and Employee shall indemnify the Company against any and all the losses caused by such breach. The Employee further agrees that such loss cannot be compensated by money damages and it is expressly agreed that all the provisions of this Agreement shall be specifically enforceable against the Employee by way of injunction and other reliefs.

4. Restrictions On Other Activities By The Employee

4.1 The Employee shall not except with the prior written consent of the Company (such consent not to be unreasonably withheld) accept and commence any appointment to any office in relation to any body, whether corporate or not, or be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking, provided that this shall not, subject to the provisions of Insider Dealing laid down in clause 5 herein below, prohibit the holding (directly or through nominees) of investments listed on a Stock Exchange or in respect of which dealing takes place in an alternative investment market or any recognised investment exchange provided that not more than 1 per cent of the issued shares or other securities of any class of any one company shall be so held.

4.2 The Employee shall comply with every rule of law, all codes of conduct from time to time adopted by the Company and every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any Group Company.

4.3 Subject to any regulations issued by the Company, the Employee shall not be entitled to receive or obtain directly or indirectly any discount, rebate or commission in respect of any sale or purchase of goods effected or other business transacted (whether or not by him) by or on behalf of the Company or any Group Company and if the Employee (or any firm or company in which the

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Employee is interested) shall obtain any such discount, rebate or commission the Employee shall account to the Company or the relevant Group Company for the amount received by him (or a due proportion of the amount received by such company or firm) having regard to the extent of his interest.

5. Insider Dealing

5.1 The Employee undertakes to comply with all applicable laws, recognised investment exchange regulations and the rules set out in this clause and any others which may be published from time to time on dealings in shares, debentures or other securities of the Company, any relevant company or any unpublished price sensitive information affecting the securities of any relevant company. Failure to do so may result in summary dismissal since breach of these rules will be regarded as gross misconduct.

5.2 The law makes it an offence to use unpublished price sensitive information in order to make a profit or avoid a loss when dealing in shares, debentures or other securities.

5.3 'Price sensitive information' is defined as any information in relation to specific matters concerning the Company, a relevant company which is not generally available and will be likely to have a material effect on the market price of those securities when it is generally known.

5.4 Insider dealing includes dealing with directors or senior staff of or a professional advising a company in that company's securities, dealing in securities of a company on the basis of information obtained from a person who is closely connected with that company, dealing in shares in a proposed target as the potential bidder or on information received from the potential bidder and/or passing price sensitive information to someone else who will use it for insider dealing.

5.5 The Employee shall comply with every rule of law, all codes of conduct, corporate guidelines from time to time adopted by the Company and every regulation of the Company for the time being in force.

5.6 The Employee will upon termination of the Employment for any reason shall automatically and immediately resign from any office of the Company or any Group Company without claim for compensation. This may include office as a director or other office of the Company or any Group Company and/or as a trustee or other officer of any scheme or trust established by the Company or any Group Company. All shares and other securities, if any vested in him by the Company and held by him on behalf of the Company shall automatically stand vested and transferred to the Company and the Employee shall take all steps necessary to assign and/or transfer back to the Company and/or any person so nominated by the Company the said shares and/or securities. The Employee hereby irrevocably appoints the Company to execute any resignation or instrument in his name and on his behalf and to do anything generally for the purpose of giving to the Company the full benefit of this clause. A certificate in writing signed by any director or the secretary of the Company in favour of any third party that any resignation instrument or act falls within



the authority hereby conferred shall be conclusive evidence that such is the case.

6. ENFORCEABILITY & VALIDITY

6.1 The Employee may have signed a Confidentiality Agreement on joining the services of the Company. The Employee agrees that this Agreement shall supersede all previous agreements or documents, if any.

6.2 The Employee acknowledges and agrees that all communications, information and Confidential Information received prior to the date of this Agreement shall be deemed to have been received under an obligation of confidentiality from the time of receipt under the terms set out in this Agreement.

6.3 The Employee's confidentiality and other obligations will be governed by this Agreement and this Agreement will have retrospective effect and shall be valid and binding as of the Employee's date of joining the Company.

7. MISCELLANEOUS

7.1 The Employee will not, for a period of two years after the termination of his employment solicit or endeavour to entice away from the Company or any group company any employ or otherwise engage the services of any employee, whether as employee, consultant, or otherwise.

7.2 The Company has right to terminate this Agreement without assigning any reasons by giving 15 (fifteen) days written notice to Employee.

7.3 The obligations of confidentiality shall survive this Agreement and/or the employment of the Employee with the Company irrespective of its expiry or earlier termination and the Employee is bound by such obligations for a period of 5 (Five) years from the expiry or termination of this Agreement or when this confidential information falls under the exception, whichever is earlier.

7.4 Execution of this Agreement by the undersigned authorised representative of the Company and the Employee constitutes an agreement by the Parties.

7.5 Both the parties hereby confirm that by execution of this Agreement, it does not conflict with any other agreement or commitment for meeting the obligations hereunder.

7.6 The Employee shall not assign its rights and obligations under this Agreement.

7.7 Any notices shall be given to the other party at the address specified herein this Agreement or at such other address as the party may specify in writing. Such notice shall be deemed served upon the personal delivery or 3 (three) days after the date of mailing when sent by ordinary or registered mail, postage prepaid.

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