

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4367601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INVENTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard Boyd White	05/18/2001
RECEIVING PARTY DATA	
Name:	FERRING RESEARCH INSTITUTE INC.
Street Address:	4245 SORRENTO VALLEY BLVD.
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14283904
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	(302) 652-5070
Email:	apsi@fr.com
Correspondent Name:	EIFION PHILLIPS
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	29930-0012002
NAME OF SUBMITTER:	MAGGIE MCGARRY
SIGNATURE:	/Maggie McGarry/
DATE SIGNED:	04/13/2017
Total Attachments: 7	
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PROPRIETARY INFORMATION AND INVENTION AGREEMENT

The following confirms an agreement between me and Ferring Research Institute Inc., a corporation (hereafter referred to as "FRI Inc."), which is a material part of the consideration for my employment by FRI Inc.:

1. I understand that FRI Inc. possesses Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was developed, created, or discovered by FRI Inc., or which became known by, or was conveyed to FRI Inc., which has commercial value in FRI Inc.'s business. "Proprietary Information" includes, but is not limited to, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, toolings, documentation, recorded data, schematics, source code, object code, master works, master databases, algorithms, flow charts, formulae, circuits, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property including patents and patent applications, business plans, past or future financing, marketing, forecasts, pricing, customers, the salaries, duties, qualifications, performance levels, and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or FRI Inc. and its operations generally. I understand that my employment creates a relationship of confidence and trust between me and FRI Inc. with respect to Proprietary Information.
2. I understand that FRI Inc. possesses "Company Documents" which are important to its business. For purposes of this Agreement, "Company Documents" are documents or other media that contain Proprietary Information or any other information concerning the business, operations or plans of FRI Inc., whether such documents have been prepared by me or by others. "Company Documents" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents.
3. In consideration of my employment by FRI Inc. and the compensation received by me from FRI Inc. from time to time, I hereby agree as follows:
 - a. All Proprietary Information and all patents, copyrights and other rights in connection therewith shall be the sole property of FRI Inc.. I hereby assign to FRI Inc. any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by FRI Inc. and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of FRI Inc., except as may be necessary in the ordinary course of performing my duties to FRI Inc.

b. I agree to make and maintain adequate and current written records, in a form specified by FRI Inc., of all inventions, trade secrets and works of authorship assigned or to be assigned pursuant to this Agreement. All Company Documents shall be the sole property of FRI Inc.. I agree that during my employment by FRI Inc., I will not remove or electronically transmit any Company Documents from the business premises of FRI Inc. or deliver any Company Documents to any person or entity outside FRI Inc., except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by FRI Inc. for any reason, or during my employment if so requested by FRI Inc., I will return all Company Documents, apparatus, equipment, and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of FRI Inc.; and (iii) my copy of this Agreement.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to the President of FRI Inc., or to any persons designated by FRI Inc., all "Inventions," which includes all improvements, inventions, works of authorship, mask works, computer programs, formulae, ideas, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or developed by me, either alone or jointly with others, during the terms of my employment. I will also disclose to the President of FRI Inc. all things that would be Inventions if made during the term of my employment, conceived, reduced to practice, or developed by me within six (6) months of the termination of my employment with FRI Inc.. Such disclosures shall be received by FRI Inc. in confidence and do not extend the assignment made in Section (d) below. I will not disclose Inventions to any person outside FRI Inc. unless I am requested to do so by management personnel of FRI Inc..

d. I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of FRI Inc. to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached as Exhibit A. This assignment shall not extend to Inventions, the assignment of which is prohibited by Labor Code Section 2870. FRI Inc. shall be the sole owner of all patents, copyrights and other intellectual property or other rights in connection therewith. I further acknowledge and agree that such Inventions, including any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of FRI Inc.'s rights under copyright laws. I hereby assign to FRI Inc. any rights I may have or acquire in such Inventions.

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e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by FRI Inc. to permit and assist it, at FRI Inc.'s expense, in obtaining and enforcing patents, copyrights or other rights on such Inventions and improvements in any and all countries.

Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint FRI Inc. and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any applications or related findings and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by me.

f. I have attached as Exhibit B a complete list of all Inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and improvements at the time of signing this Agreement.

g. During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of FRI Inc. to leave FRI Inc. for any reason. However, this obligation shall not affect any responsibility I may have as an employee of FRI Inc. with respect to the bona fide hiring and firing of Company personnel.

h. Prior to my submitting or disclosing for possible publication or dissemination outside FRI Inc. any material prepared by me that incorporates information that concerns FRI Inc.'s business or anticipated research, I agree to deliver a copy of such material to an officer of FRI Inc. for his or her review. Within twenty (20) days of such submission, FRI Inc. agrees to notify me whether FRI Inc. believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by FRI Inc. to protect its Proprietary Information. I further agree to obtain the consent of FRI Inc. prior to any review of such material by persons outside FRI Inc..

i. I agree that during my employment with FRI Inc., I will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of FRI Inc., and I will not assist any other person or organization in competing with FRI Inc. or in preparing to engage in competition with the business or proposed business of FRI Inc.. The provisions of this paragraph shall apply both during normal working hours and at all other times including, but not limited to, nights, weekends, and vacation time, while I am employed by FRI Inc.

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j. I represent that my performance of all the terms of this Agreement and as an employee of FRI Inc. does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by FRI Inc., and I will not disclose to FRI Inc., or induce FRI Inc. to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with FRI Inc. I further agree to conform to the rules and regulations of FRI Inc.

4. I agree that I am employed on an "at-will" basis. This means that I have the right to resign and FRI Inc. has the right to terminate my employment at any time for any reason, with or without cause. This is the complete agreement between FRI Inc. and me on this term of my employment. I further agree that this term can only be modified by the President of FRI Inc. and he or she can only do so in a writing signed and dated by him or her and me, and expressly stating the intention to modify the at-will term of my employment.
5. Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with FRI Inc., or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by FRI Inc. or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the Employee Retirement Income Securities Act, the Racketeer Influenced and Corrupt Organizations Act, or any other federal, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with FRI Inc. or its termination. The only claims or disputes not covered by this paragraph are disputes related to (i) claims for benefits under the unemployment insurance or workers' compensation laws, and (ii) issues affecting the validity, infringement or enforceability of any trade secret or patent rights held or sought by FRI Inc. or which FRI Inc. could otherwise seek; in both of the foregoing cases such claims or disputes shall not be subject to arbitration and will be resolved pursuant to applicable law. Binding arbitration will be conducted in San Diego County, California in accordance with the rules and regulations of the American Arbitration Association (AAA) then in effect.



If, at the time the dispute in question arose, I lived and worked more than one hundred (100) miles from San Diego County, California, then I have the option of requesting that the arbitration take place in the county in which FRI Inc. has an office that is nearest to my home. Each party will split the cost of the arbitration filing and hearing fees, and the cost of the arbitrator; each side will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. I understand and agree that the arbitration shall be instead of any jury trial and that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

- 6. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.
- 7. This Agreement shall be effective as of the first day of my employment with FRI Inc. and shall be binding upon me, my heirs, executor, assigns, and administrators, and shall inure to the benefit of FRI Inc., its subsidiaries, successors and assigns.
- 8. This Agreement can only be modified by a subsequent written agreement executed by an officer of FRI Inc..
- 9. Although I may work for FRI Inc. outside of California or the United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Richard B. White
Employee Name (Please Print)

Employee Signature

18 May 2001
Date

EXHIBIT A**Section 2870. Invention on Own Time — Exemption from Agreement**

- (a) 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 that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
 - (2) Result from any work performed by the employee for his employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.



EXHIBIT B

1. The following is a complete list of all Inventions or Improvements relevant to the subject matter of my employment by FRI Inc. that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment by FRI Inc. that I desire to remove from the operation of FRI Inc.'s Proprietary Information and Inventions Agreement:

No inventions or improvements.

See below: Any and all inventions regarding:

Additional sheets attached.

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

See below:



Employee Signature

18 May 01

Date