

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4820756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAURICE GALLI	12/07/2001
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HARRY WINSTON, INC.
<b>Street Address:</b>	1330 AVENUE OF THE AMERICAS
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29604218
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)832-5798
<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>	
<b>Phone:</b>	215-569-5798
<b>Email:</b>	george@blankrome.com
<b>Correspondent Name:</b>	BRUCE D. GEORGE
<b>Address Line 1:</b>	ONE LOGAN SQUARE
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	151930-00112
<b>NAME OF SUBMITTER:</b>	BRUCE D. GEORGE
<b>SIGNATURE:</b>	/bruce d. george/
<b>DATE SIGNED:</b>	02/12/2018
<b>Total Attachments: 5</b>	
source=Maurice_Galli_Assignment#page1.tif	
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source=Maurice_Galli_Assignment#page5.tif	

# HARRY WINSTON

## CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

AGREEMENT made as of the 19th day of December, 2013 between Harry Winston, Inc (the "Company"), with its principal office located at 1330 Avenue of the Americas, New York, NY 10019, and Maurice Galli (the "Employee").

### WITNESSETH:

WHEREAS, the Company and the Employee have signed an offer letter dated December 7, 2001 (the "Offer Letter"), and such Offer Letter is incorporated herein by reference.

WHEREAS, the Company wishes to continue to employ the Employee, and the Employee wishes to continue to perform his/her duties for the Company.

NOW, THEREFORE, in consideration of the continuation of Employee's employment with the Company and/or any of its current or future parents, subsidiaries, affiliates, and/or successors, such consideration including the compensation and other benefits Employee will receive from the Company, the parties hereto agree as follows:

1. Inventions, Patents, Trademarks and Copyrights.

A. Definitions.

- (i) The term "work product" means any and all ideas, concepts, inventions, discoveries, methods, processes, strategies, databases, software (including, without limitation, both source code and object code), writings, designs, flow charts, works of authorship, models, drawings, photographs, specifications, techniques, trademarks, developments, improvements, forecasts, trading models, trading strategies, algorithms, systems, physical property, formulas, patterns, devices, compilations and all other proprietary know-how and technology, whether or not patentable or copyrightable, and all copies and tangible embodiments of any of the foregoing, and that have been or will be created for the Company by the Employee, whether alone or with others.
- (ii) The term "trademark(s)" means any name, word, phrase, logo, design or other graphic depiction generated during the performance of this agreement that is or can be used to describe either a product or service of the Company and that has been or will be created for the Company by the Employee, either alone or with others.
- (iii) The term "Intellectual Property Rights" means all intellectual property rights throughout the world, including, without limitation,
  - (a) all rights relating to the protection of inventions, including patents, patent applications and invention disclosures;
  - (b) all rights

# HARRY WINSTON

in works of authorship, copyrightable works, registered and unregistered copyrights, all rights to databases and data collections, and registrations and applications for registration thereof; (c) all rights in registered and unregistered trademarks, and registrations and applications for registration thereof, together with all goodwill associated therewith; (d) all rights relating to the protection of computer software (including, without limitation, both source code and object code); (e) all rights relating to the protection of trade secrets, know-how and proprietary information; (f) all moral and economic rights of authors and inventors, however denominated, throughout the world; (g) all rights to obtain renewals, reissues, reexaminations, continuations, continuations-in-part, divisions or other extensions of legal protections pertaining thereto; (h) all claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing; and (i) any right analogous to those set forth in this Section 1.A.(iii).

- B. Work Made for Hire. In relation to the Employee's employment or the performance of this agreement, the Employee has created or may create certain work product for the Company that may be copyrighted or copyrightable under the laws of the United States. To the extent that any such work product is created, the Employee will be considered to have created a Work Made for Hire as defined in 17 U.S.C. § 101, and the Company shall have the sole right to the copyright. In the event that any such work product created by the Employee does not qualify as a Work Made for Hire, the Employee hereby assigns the copyright and all rights, throughout the world, in and to the work product to the Company, as provided for in paragraph (C) below.
- C. Title to Works, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title and interest throughout the world to all work product, and all Intellectual Property Rights therein, that have been or will be conceived, prepared, procured, generated or produced, whether or not reduced to practice, by the Employee, either solely or jointly with others during the course of and in connection with or as related to the Employee's employment or the performance of this agreement, shall be and hereby are vested and assigned by the Employee to the Company. The Employee agrees promptly to disclose to the Company all work product. The Employee agrees to maintain all work product, including without limitation source code, within the Company's recordkeeping facilities and in a form and manner such that it is readily accessible by the Company's Chief Executive Officer or his or her designee and the Company will be able to comply on an ongoing basis with its supervisory and recordkeeping obligations as the Company may from time to time determine necessary under applicable statutes, laws, rules, and regulations, of all applicable federal, state, local and self-regulatory agencies and authorities, as well as internal rules, regulations

# HARRY WINSTON

and procedures established by the Company from time to time. The Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the work product and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such work product and any rights relating thereto, and testifying in a suit or other proceeding relating to such work product and any rights relating thereto. The Employee further agrees that the Employee's obligation to execute or cause to be executed, when it is in the Employee's power to do so, any such instrument or papers shall continue after the termination of this agreement. If the Company is unable because of the Employee's mental or physical incapacity or for any other reason to secure the Employee's signature with respect to any work product including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such work product, then the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agents and attorneys in fact, whose power is coupled with an interest, to act for and in the Employee's behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such work product with the same legal force and effect as if executed or done by the Employee.

- D. All memoranda, notices, files, records, or other documents concerning the business of the Company, including computer software or source code, made or compiled by the Employee during the period of the Employee's employment in the ordinary course of business, or made available to the Employee, including, without limitation, anything pertaining to work product, shall be the Company's property and shall be delivered to the Company at its request.

## 2. Confidential Information.

- A. Definition of "Confidential Information". The term "Confidential Information", as used in this agreement, means all information or material not generally known to the public or the industry in which the Company is or may be engaged which is owned by the Company or in which the Company has an interest, including but not limited to all work product; techniques; plans; designs; programs; customer information; identity and job descriptions of Company personnel; the Company's organizational structure; commission rates; financing relationships or terms; service provider or vendor relationships or terms; investment performance or results (including

any "track record" information); financial data; trading strategies including without limitation regions, instruments or styles; databases; database criteria; trading algorithms; processes; methodologies; compensation or bonus data; the terms of this employment agreement; or other information not in the public domain pertaining to the business or affairs of the Company or of any of its affiliates. Information shall not be considered to be in the public domain if revealed or disclosed in contravention of this agreement or the agreements made between the Company and other parties. As used in this Section 2.A, the term "Company" shall include the Company's principals and all of the Company's affiliated entities.

B. The Employee's Representations and Agreements. In consideration of the Employee's employment by the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee represents and agrees as follows:

- (i) Upon execution of this agreement and solely by reason of the Employee's employment by the Company, the Employee has or may come into possession of, has knowledge of or contribute to the Confidential Information.
- (ii) All of the Confidential Information is a valuable asset of the Company and is, will be, and shall at all times, including subsequent to the Employee's employment, remain, the sole and exclusive property of the Company.
- (iii) The Employee shall, at all times, hold the Confidential Information as secret.
- (iv) During the term of the Employee's employment by the Company and following termination thereof for any reason, the Employee shall not, directly or indirectly, individually or in combination or association with any person or entity, make use of, divulge or disclose to any third party any of the Confidential Information without, in each instance, the prior written consent of the Company.
- (v) Upon termination of the Employee's employment with the Company for any reason, the Employee shall immediately deliver or cause to be delivered to the Company all of the Confidential Information in his/her possession or control and any other Company property that the Employee may have in his/her possession or control.

3. Remedies. The Employee acknowledges and agrees that it is impossible to measure monetarily the damages that the Company will incur if the Employee should breach or be in default of any of the Employee's representations or agreements set forth in this agreement. Accordingly, if the Employee breaches or is in default of any of the

# HARRY WINSTON

representations and agreements set forth above, the Company shall be entitled to injunctive relief. If any action or proceeding is instituted on behalf of the Company to enforce the terms of this agreement, the Employee hereby waives any claim or defense thereto that the Company has an adequate remedy at law or that the Company has not been, or is not being, irreparably injured by the Employee's breach or default. The rights and remedies of the Company pursuant to this Paragraph 3 are cumulative, in addition to, and shall not be deemed to exclude any other right or remedy which the Company may have pursuant to this agreement or otherwise, at law or in equity

4. Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof. It may not be modified in any manner unless such modification is in writing and signed by the respective parties.

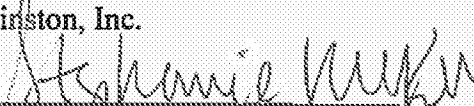
5. Waiver. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

6. Governing Law. This agreement shall be governed by the laws of the State of New York (without regard to the laws that might be applicable under principles of conflicts of law, and without regard to the jurisdiction in which any action or special proceedings may be instituted), as to all matters, including but not limited to matters of jurisdiction, validity, property rights, construction, effect and performance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered as of the date first above written.

Harry Winston, Inc.

By:

  
Stephanie McKee

Director, US Human Resources

  
Maurice Galli