

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4772143

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONTRACT OF EMPLOYMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EAMONN J. O'BRIEN	12/16/2015
RECEIVING PARTY DATA		
Name:	ALMAC DIAGNOSTICS LIMITED	
Street Address:	ALMAC HOUSE, 20 SEAGOE INDUSTRIAL ESTATE	
City:	NORTH IRELAND, CRAIGAVON	
State/Country:	GREAT BRITAIN	
Postal Code:	BT63 5QD	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14123406
CORRESPONDENCE DATA		
Fax Number:		
<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:	virginia.simmons@finnegan.com	
Correspondent Name:	FINNEGAN	
Address Line 1:	901 NEW YORK AVENUE, NW	
Address Line 4:	WASHINGTON, D.C. 20001	
ATTORNEY DOCKET NUMBER:	12970.0007-00000	
NAME OF SUBMITTER:	VIRGINIA SIMMONS	
SIGNATURE:	/Virginia Simmons/	
DATE SIGNED:	01/11/2018	
Total Attachments: 10		
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Contract of Employment

This contract of employment (the "**Contract**") sets out your principal terms and conditions of employment which incorporate the written particulars required by the Employment Rights (Northern Ireland) Order 1996 and, together with your offer letter, constitutes the contract of employment between Eamonn O'Brien

and

Almac Diagnostics whose registered office is at Almac House, 20 Seagoe Industrial Estate, Craigavon, BT63 5QD (Employer, hereinafter referred to as the **"Company"**).

[REDACTED]

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18.0 DUTY OF CONFIDENTIALITY

- 18.1 You acknowledge that, in the course of your employment with the Company, you will have access to Confidential Information belonging to the Company and/or a Group Company.
- 18.2 You agree to treat all Confidential Information as secret you shall not (except in the proper course of your duties), either during the term of your employment and/or at any time after termination (howsoever arising and without limit in point of time), use or disclose to any person, company or organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This obligation shall not apply to:
- (a) any use or disclosure authorised by the Board or required by law; or
 - (b) any information which is already in, or comes into, the public domain (other than through the breach of this clause 18 by you).

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18.3 You shall not at any time during your employment make (otherwise than for the benefit of the Company) any records (whether recorded on paper, computer memory or discs or otherwise) relating to any matter within the scope of the business of the Company or any Group Company, or concerning any of its or their dealings or affairs, nor either during your employment or thereafter use or permit to be used any such records (otherwise than for the benefit of the Company or any Group Company) and all such records in your possession or control shall be the property of the Company and shall be handed over by you to the Company from time to time and on demand and, in any event, upon the termination of your employment.

18.4 During your employment, you shall not speak in public or write any article for publication on any matter connected with or relating to the business of the Company or any Group Company without first obtaining the written approval of the Company.

19.0 INVENTIONS AND CREATIVE WORKS

19.1 You acknowledge that in the course of your employment and as part of your duties you may conceive or make, individually or with others, certain Inventions, and you may develop or produce, individually or with others, certain Creative Works. You agree that you will promptly disclose in writing to the Company all Inventions and Creative Works.

19.2 You acknowledge that any Inventions or Creative Works and any and all Intellectual Property subsisting or which may in the future subsist in such Inventions or Creative Works whether or not conceived or made during working hours, including, without limitation, those which:

- (a) relate in any manner to the business of the Company or any Group Company or to its or their actual or demonstrably anticipated activities or is capable of being used or adapted for use in connection with the business of the Company or any Group Company; or
- (b) result from or made in the course of your employment with the Company; or
- (c) involve the use of any equipment, supplies, facilities, confidential information, documents, Intellectual Property or time of the Company or any Group Company,

will on creation vest in and be the exclusive property of the Company in the UK or any other part of the world and where the same does not automatically vest as aforesaid, you agree to assign the same to the Company (or as it may direct) or in the case of any future copyright in the same you hereby assign such copyright to the Company.

19.3 You agree that, without limitation to the foregoing:

- (a) any Invention disclosed by you to a third party or described in a patent or registered design application filed by you or on your behalf; and
- (b) any Creative Work disclosed to a third party, published or the subject of an application for copyright or other registration filed by you or on your behalf,

during or within six (6) months following termination of your employment will be presumed to have been written, developed, produced, conceived or made by you during your employment, unless proved by you to have been written, developed, produced, conceived or made by you following the termination of your employment.

19.4 You hereby irrevocably waive any rights which you may have in the Inventions or the Creative Works which are or have been conferred on you by chapter IV of part 1 of the Copyright, Designs and Patents Act 1988 headed "Moral Rights" and by any other laws of a similar or equivalent nature in any of the countries of the world.

19.5 You will also, at the Company's request and expense, execute specific assignments of any Invention or Creative Work and execute, acknowledge and deliver such other documents and take such further action as the Company may require, at any time during or subsequent to the

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period of your employment, to vest or evidence title in Inventions or Creative Works in the Company (or as it may direct) and to obtain, maintain and defend the Intellectual Property in the Inventions or Creative Works in any and all countries or to otherwise give effect to the provisions of this contract.

19.6 You HEREBY IRREVOCABLY APPOINT the Company to be your attorney in your name and on your behalf to execute and do any such instrument or thing and generally to use your name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause 19 and acknowledge in favour of any third party that a certificate in writing signed by any Director or the Secretary of the Company that any Instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

19.7 You shall not knowingly do or permit to be done any act or omit to do any thing which might imperil, jeopardise or prejudice any of the rights referred to in this clause 19 or which might invalidate or prejudice any application made by the Company for a patent, registered design, copyright, design right or other similar right in any part of the world.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

This agreement shall be governed and construed in all respects in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of Northern Ireland in determining matters arising under it.

This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, promises, assurances, representations and understandings between them, whether written or oral, relating to its subject matter.

[REDACTED]

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29.0 DEFINITIONS

In this Contract, the following words shall have the following meanings:

"Board" means the Board of Directors of the Company.

"Confidential Information" means any information created, developed, received or obtained by you while in the service of the Company or any Group Company and including, but not limited to, personal information relating to employees, details of customers, potential customers, consultants, suppliers, potential suppliers, designs, product details, future product details, financial information, pricing and fee structures, discounting arrangements, specific product applications, existing trade arrangements, terms of business and those in the course of negotiation, operating systems, inventions, research and development activities, scientific formulae, data and manufacturing techniques and processes.

"Creative Works" means works in which copyright and/or unregistered design right will subsist in various media, including, but not limited to, electronic materials.

"Group" means the Company and all affiliates of the Company and Group Company shall be construed accordingly.

"Intellectual Property" means any patents, trade marks and service marks, rights in designs, trade or business names, copyrights (including rights in computer software) (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

"Inventions" means inventions, ideas, discoveries, developments, writings, designs, drawings, improvements and innovations, whether or not patentable, or capable of registration.

Signed on behalf of

.....
Almac Diagnostics Limited


.....
DATE

Acceptance

We would be grateful if you could confirm your acceptance of this offer by signing this Contract and the enclosed documents contained in 'Document Pack 2' and returning the completed documentation by 26 Sep 2014.

I have read, understood and accepted the terms and conditions of employment as stated and referred to in this document relevant to my employment with the Company.

I do / ~~do not~~ hereby accept employment as a Junior Manager Biostatistics with Almac Diagnostics Limited, commencing on 01 Oct 2014. *Delete as appropriate*

Signed: 
Eamonn O'Brien

Date: 16 DEC 2015

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