

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELAD ZEIRI	04/22/2011
RECEIVING PARTY DATA	
Name:	ALIGN TECHNOLOGY, INC.
Street Address:	2820 ORCHARD PARKWAY
City:	SAN JOSE
State/Country:	CANADA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15841200
CORRESPONDENCE DATA	
Fax Number:	(973)597-2400
<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:	973-597-2500
Email:	kjohnson@lowenstein.com
Correspondent Name:	PATENT DOCKET ADMINISTRATOR
Address Line 1:	LOWENSTEIN SANDLER LLP
Address Line 2:	ONE LOWENSTEIN DRIVE
Address Line 4:	ROSELAND, NEW JERSEY 07068
ATTORNEY DOCKET NUMBER:	28510.44 L0037-US2
NAME OF SUBMITTER:	BENJAMIN A. KIMES (REG. NO. 50870)
SIGNATURE:	/Benjamin A. Kimes/
DATE SIGNED:	04/02/2018
Total Attachments: 5	
source=Zeiri Employment Agreement#page1.tif	
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ALIGN TECHNOLOGY, INC.

EMPLOYEE PROPRIETARY INFORMATION AGREEMENT - ISRAEL

As a condition of my employment with Align Technology, Inc., its subsidiaries, affiliates, successors or assigns, including without limitation Cadent Ltd. (collectively, the "Company") and in consideration of my employment with the Company, my receipt of confidential information, my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following terms and conditions of this Employee Proprietary Information Agreement (the "Agreement"). This Agreement is effective as of, and contingent upon, the closing of the proposed merger to which Cadent Holdings, Inc. and its subsidiaries ("Cadent") will become a wholly owned subsidiary of Align Technology, Inc. (the "Closing") (the "Effective Date"). If the Closing does not occur, this Agreement will not take effect.

1. *At-Will Employment.* I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE COMPANY'S CHIEF EXECUTIVE OFFICER OR PRESIDENT. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, SUBJECT TO APPLICABLE NOTICE REQUIREMENTS AND APPLICABLE LAW, AT THE OPTION EITHER OF THE COMPANY OR ME. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY, AND THAT ANY SUCH CHANGE SHALL NOT ALTER THE AT-WILL NATURE OF MY EMPLOYMENT RELATIONSHIP WITH THE COMPANY.

2. *Confidential Information.*

(a) *Company Information.* I agree at all times during the term of my employment with the Company and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, any of the Company's Confidential Information; or disclose to any person, firm or corporation any of the Company's Confidential Information except as authorized by the Company's management in connection with my authorized duties on behalf of the Company, and then only pursuant to a written non-disclosure agreement that sufficiently protects the Confidential Information. I understand that "Confidential Information" means any information that relates to the Company's actual or anticipated business or research and development, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, the Company's customers on whom I called or with whom I became acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. I further understand that Confidential Information (i) includes the foregoing information even if disclosed to me in connection with the contemplation of my becoming an employee of the Company, i.e., prior to the Effective Date, and (ii) does not include any of the foregoing items that is or becomes publicly known through no wrongful act or omission of mine or of others who were under confidentiality obligations as to the item or items involved. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

(b) *Former Employer Information.* I agree that I will not, during my employment with the Company, improperly use, disclose, or induce the Company to use any confidential or proprietary information or trade secrets of any former or concurrent employer or other person or entity. I further agree that I will not bring onto the premises of the Company any confidential or proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both the Company and such employer, person or entity.

(c) *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

and/or company response to any such notice, under Section 132(b) of the Patent Law. This agreement is expressly intended to be an agreement with regard to the terms and conditions of consideration for Service Inventions in accordance with Section 134 of the Patent Law.

(c) *Inventions Assigned to the United States.* I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.

(e) *Patent and Copyright Registrations.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in any Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including, but not limited to, 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 that the Company deems necessary in order to apply for and obtain 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 Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering any Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(f) *Exception to Assignments.* I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that I have developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secret information or Confidential Information (an "Other Invention") except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work that I performed for the Company (except to the extent that applicable law does not permit employers to require employees to assign such excepted Other Inventions to the Company). I will advise the Company promptly in writing of any Invention that I believe constitutes an Other Invention and is not otherwise disclosed on Exhibit A. I agree that I will not incorporate, or permit to be incorporated, any Other Invention owned by me or in which I have an interest into a Company product, process or service without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with the Company, I incorporate into a Company product, process or service an Other Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

A. *Conflicting Employment.*

(a) *Current Obligations.* I agree that, during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is related to the

clauses (ii) and (iii), the Company maintains non-trivial operations, facilities, or customers in such geographic area prior to the date of the termination of my relationship with the Company.

(b) I acknowledge and agree that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to use, except for the benefit of the Company, or to disclose the Company's Confidential Information and my obligation not to compete contained in subsection (a) above is necessary to protect the Company's Confidential Information and to preserve the Company's value and goodwill. I further acknowledge the time, geographic and scope limitations of my obligations under subsection (a) above are reasonable, especially in light of the Company's desire to protect its Confidential Information, and that I will not be precluded from gainful employment if I am obligated not to compete with the Company during the period and within the Territory as described above.

(c) The covenants contained in subsection (a) above shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsection (a) above. If, in any judicial or arbitration proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of subsection (a) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed by the court or arbitrator to cover the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

7. *Returning Company Documents.* I agree that, upon separation from employment with the Company or on demand by the Company during my employment, I will immediately deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Company property, including, but not limited to, the Company's Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company, its successors, or assigns, including, without limitation, those records maintained pursuant to Section 3(d).

8. *Termination Certification; Address Information.* Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit B. I also consent to an exit interview to confirm my compliance with Section 8. I further agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

9. *Further Assurances; Representations.* I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

10. *Notification to New Employer.* In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to any new employer about my rights and obligations under this Agreement.

11. *-Equitable Relief.* I acknowledge and agree that in the event I violate any provision of this document I will cause irreparable injury and damage to Company, its Affiliates and their affiliated corporations and their customers, clients, suppliers, agents and contractors for which monetary damages would not be a sufficient remedy. Therefore, I agree that in case of any breach or threatened breach of this Agreement by me, the Company shall be entitled, in addition to all other remedies available to it, to injunctive and equitable relief to prevent a breach of this Agreement, or any part of it without the requirement of posting bond.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

ALIGN TECHNOLOGY, INC.

EMPLOYEE

By: _____

ELAN ZELNI
Signature of Employee

Its: _____

ELAN ZELNI
Type or Print Name of Employee

ALIGN TECHNOLOGY, INC.
EMPLOYEE PROPRIETARY INFORMATION AGREEMENT SIGNATURE PAGE

EXHIBIT B

ALIGN TECHNOLOGY, INC.

TERMINATION CERTIFICATION

I certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence (including emails), specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Align Technology, Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Company's Employee Proprietary Information Agreement signed by me, including, but not limited to, the reporting of any Inventions or Other Inventions (as such terms are defined therein).

I confirm my agreements contained in Section 2 (Confidential Information), Section 3 (Inventions), Section 5 (Solicitation of Employees), Section 6 (Interference), and Section 7 (Covenant Not to Compete) of the Employee Proprietary Information Agreement.

Date:

.....
Employee's Signature

.....
Type or Print Employee's Name

.....
Employee's Current Address for Notifications