# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5352638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Donovan Halliburton	11/17/2015
Alexander Joseph Brown	10/12/2010
Kelly Yik	11/17/2015

## **RECEIVING PARTY DATA**

Name:	FRESENIUS MEDICAL CARE HOLDINGS, INC.	
Street Address:	920 WINTER STREET	
City:	WALTHAM	
State/Country:	MASSACHUSETTS	
Postal Code:	02451-1457	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16262249

## **CORRESPONDENCE DATA**

**Fax Number:** (877)769-7945

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.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** (617) 521-7005 **Email:** apsi@fr.com

Correspondent Name: MOSES A. HEYWARD
Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

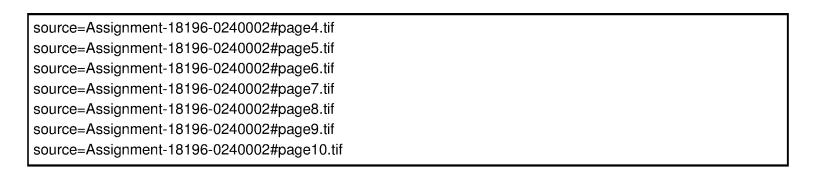
Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 18196-0240002	
NAME OF SUBMITTER:	LAKEISHA BRYANT
SIGNATURE:	/Lakeisha Bryant/
DATE SIGNED:	01/31/2019

**Total Attachments: 10** 

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PATENT 505305858 REEL: 048201 FRAME: 0106



PATENT REEL: 048201 FRAME: 0107

Attorney Docket No.: 18196-0240001 / 150009US01

# **ASSIGNMENT**

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, we, <u>DONOVAN HALLIBURTON</u>, <u>ALEXANDER JOSEPH BROWN</u>, and <u>KELLY YIK</u>, each individually assign to <u>FRESENIUS MEDICAL CARE HOLDINGS, INC.</u>, a corporation formed under the laws of <u>New York</u> and having a principal place of business at <u>920 Winter Street</u>, <u>Waltham, MA 02451-1457</u>, and its successors, transferees, and assignees (collectively the "Assignee"), all of our individual and joint right, title, and interest throughout the world in the subject matter (the "Subject Matter") of a patent application that names us as inventors, is titled "<u>CHARGING SYSTEMS FOR DEVICES RELATED TO DIALYSIS</u> <u>TREATMENTS</u>", and was filed in the United States Patent and Trademark Office on November 13, 2015 as application serial number 14/940,437 (the "Application").

This Assignment assigns (a) the Application and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Applications and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment.

We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in our names or in the Assignee's name.

We represent and warrant that we have the right and power to make this Assignment and that we have not made and will not make any other assignment that conflicts with this Assignment.

We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and

Assignment Page 1 of 5

documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

Donovan Halliburida

DATE: <u>11/17/2015</u>

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

- WITTONE

before me. 📉

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personally appeared <u>VCNONS TCNALOU</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (

AMY FIGUEIRA
Commission # 2129277
Notary Public - Californis
Confra Costa County
My Comm. Expires Sep 27, 2019

Attorney Docket No.: 18196-0240001 / 150009US01

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who proved to me on the basis of shtisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(fes); and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

AMY PiGUERA
Commission # 2128277
Notary Public - California
Contra Costa County
My Comm. Expires Sep 27, 2018

As an employee of Presentes Medical Care North America (FMCNA), or any of its affiliates, I understand that FMCNA has a policy concerning the non-disclosure of its confidential information, and that this policy creates expectations of and obligations for me as an FMCNA employee. To evidence that understanding and in consideration of my employment, continued employment and for compensation and benefits provided to me by FMCNA, ( agree as follows:

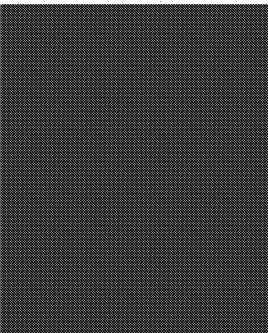
- 1: "Confidential information" means all information relating to the business of FMCNA that has not been related publicly by authorized representatives of FMCNA. Some examples of such information include: itself secrets and knowless it togethers, marketing and sales programs, personal employee information (Eig. lipself) information, Social Security hunder, phone number), oustoner, patient and supplier information, patient and supplier information patients and supplier information patients. Confidential information also includes all information received by PMCNA under an obligation of secrecy to another party.
- 2. I will handle eny FMONA Confidential Information in accordance with the current FMONA Policy— "Confidential Company Information," During and after my FMCNA employment, I will not use FMONA Confidential Information without written authority from FMCNA (except as required by my employment with FMCNA). I will not remove any Confidential Information from FMCNA premises except as my duries require. Upon leaving FMCNA, I will return all Confidential Information to my supervisor at FMCNA. I understand that my obligation as to FMCNA Confidential Information continues even after I leave the Company. This obligation ends only when (i) FMCNA has voluntarily disclosed the information the public (ii) the information has been developed independently and made public by others; or (iii) the information otherwise leavily enters the public domain.
- 3. I will apply my best efforts to the performance of my duties, and I will be loyel to FMCNA during the term of my employment. While employed by FMCNA, I will not associate with or have a significant interest in any other party whose interests might conflict with those of FMCNA. I may, however, be employed by such a party provided FMCNA has knowledge of saki employment and has assemble hereto.

Oley Boom	10/12/10
Employee Signature	Date
Alex Brown	
Print Name	Frint Location/Department

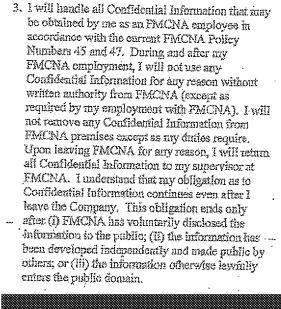
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PATENT REEL: 048201 FRAME: 0111 In consideration of my employment, its continuation, and the compensation to be paid to me by Fresenius Medical Care North America; or any of its affiliated companies (together "FMCNA"), I agree as follows:

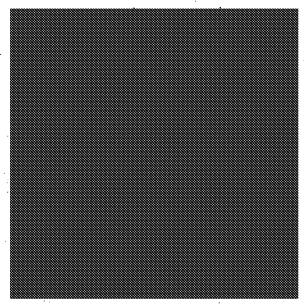
1. For purposes of this Agreement:



c) "Cantidantal information" means all information relating to the present or planued business of FMCNA that has not been released publicly by enthorized representatives of FMCNA. "Confidential information" includes, but is not limited to, trade secrets and know-how, inventions, marketing and sales programs, employee, customer, patient and supplier information, information from patient medical records, financial data, pricing information, regulatory and climical manuals. It also includes all information received by FMCNA under an obligation of secrecy to a third party.







- I understand that my non-competition obligations set out in paragraphs 3 and 4 continue if I leave Fhit INA's employment for any reason.
- 3. I understand that FMCNA has a right to make and curious any other reasonable rules and regulations not contrary to this agreement that will also govern my employment.

<i></i>	the provisions of the agreement are severable. If
	any provision, in whole or in part, is considered
	unenforceable by a court of proper jurisdiction, the
	remainder of this agreement is still enforceable and
	binding on the parties. The parties agree that the
	restrictions contained in this agreement are
	reasonable. However, if a court of proper
	Jurisdiction finds any restriction to be
	unreasonable, then such restrictions are still
	effective, but shall be considered amended to
	conform with the court's roling. As amended, the
	restrictions shall be embroed.
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10. This agreement is governed by Massachuseits law; It also sets forth the entire agreement between FMCNA and myself. It cannot be amended except in writing signed by FMCNA and me; any amendment is not effective until approved by FMCNA's Corporate Office. FMCNA may, at any time and without further action by me, assign this agreement to any of its affiliated companies. Upon assignment, the assignee company shall succeed to the rights and obligations of FMCNA under this agreement.

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Signature	Patricipal de Sekananan di serit de series de series de series de la propie de Maria Complesa de Series de la di
Hex	Brown (0/12/10
Print Name	Date
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FRESENIUS MEDICAL CARE NORTH AMERICA

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# Non-Disclosure Reminder

Employees separating from FMCNA are reminded that they may not use, distribute, disclose or remove and confidential Company information, including, without limitation: confidential financial information; business forecast; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes, or formulae; confidential software; marketing or sales information or plans; customer lists; patient information or medical records; and business plans, prospects, or opportunities to outside parties after termination of employment. Your signature below indicates that you are aware of these post-employment obligations.

Separating employees who have received tuition or relocation assistance through FMCNA are also reminded that deductions may be taken from final paychecks to the extent allowable by state law and in accordance with those programs.

Signature of Employee:

Data

Fresenius Medical Care, NA

4040 Nelson Avenue Concord, CA 94520

(925) 288-4218 1-800-255-5310



Policy Procedure No.: CQSM100000-51

Intellectual Property Rev.: 00

Level I Page: 1 of 11

#### 1.0 PURPOSE

Institute a policy for managing the Intellectual Property (IP) of the company, including Patents, Trademarks, Copyrights and Trade Secrets. Direct IP protection to address strategic issues presented by competitor patents and research directions.

#### 2.0 SCOPE

This Policy applies to all Corporate, Manufacturing and Distribution facilities of Fresenius Medical Care North America (FMCNA).

#### 3.0 REFERENCE DOCUMENTS

- 3.1 S100813-01, FMCNA Patent Process
- 3.2 S100814-01, FMCNA Copyright Standard
- 3.3 S100815-01, FMCNA Trademark Standard

**NOTE:** Reference documents are listed without revision/edition level indicated and are understood to refer to the latest version/edition of the document.

#### 4.0 DEFINITIONS

N/A

#### 5.0 POLICY

# 5.1 Patents, Trademarks, Copyrights and Trade Secrets

## 5.1.1 Policy:

5.1.1.1 The technological content of FMCNA product lines, services, hardware and software imposes a high degree of reliance on internally generated inventions, designs and clinical ingenuity. To provide us the maximum benefit from the results of this effort, it is our policy vigorously to pursue to opportunities available to us to protect our intellectually property, including Patents, Trademarks, Copyrights and Trade Secrets.

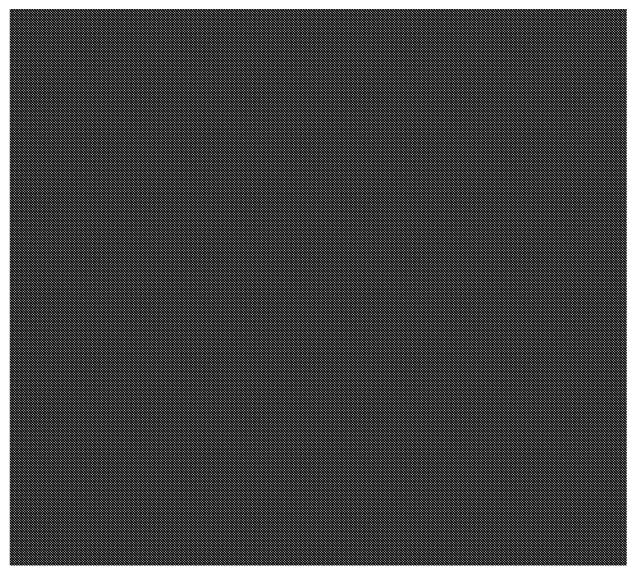
THIS DOCUMENT IS THE PROPERTY OF FRESENIUS MEDICAL CARE NORTH AMERICA AND SHALL NOT BE REPRODUCED, DISTRIBUTED, DISCLOSED OR USED FOR MANUFACTURE OR SALE WITHOUT THE EXPRESSED WRITTEN CONSENT OF FRESENIUS MEDICAL CARE NORTH AMERICA.

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Policy Procedure No.: CQSM100000-51
Intellectual Property Rev.: 00
Level I Page: 5 of 11

# 5.2.7 Release to Employees:

5.2.7.1 All inventions and improvements made by FMCNA that relate to FMCNA's business interests or that are developed using FMCNA resources (including internally kept information) are the property of FMCNA. In cases where a patentable invention or improvement by an employee is judged to be of little value or interest to the Company, a written release to the employee will be executed on request, upon the recommendation of the IP Counsel and approval by the President of R&D, granting the inventor rights such as rights to make, use and sell the invention. Sometimes FMCNA will retain certain limited rights to the invention for use in its own business.



THIS DOCUMENT IS THE PROPERTY OF FRESENIUS MEDICAL CARE NORTH AMERICA AND SHALL NOT BE REPRODUCED, DISTRIBUTED, DISCLOSED OR USED FOR MANUFACTURE OR SALE WITHOUT THE EXPRESSED WRITTEN CONSENT OF PRESENIUS MEDICAL CARE NORTH AMERICA.

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Attorney Docket No.: 18196-0240001 / 150009US01

The Assignee hereby acknowledges and accepts the foregoing assignment.

Assignee: FRESENJUS MEDICAL CARE HOLDINGS, INC.

Signature:

Date: November 13, 2015

Name: Jules Jay Morris

Title: SVP & Deputy General Counsel for Intellectual Property

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Assignment Page 5 of 5