

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5686357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VINCENT LEHMAN	03/14/2016
ALEXANDER E. ROJAS	01/11/2016
MICHAEL C. PIERCE	06/24/2019
RECEIVING PARTY DATA	
Name:	ALLEN MEDICAL SYSTEMS, INC.
Street Address:	1069 STATE ROUTE 46 EAST
City:	BATESVILLE
State/Country:	INDIANA
Postal Code:	47006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16411301
CORRESPONDENCE DATA	
Fax Number:	(317)231-7433
<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>	
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Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	7175-294910
NAME OF SUBMITTER:	SCOTT M. SIMMONDS
SIGNATURE:	/SCOTT M. SIMMONDS/
DATE SIGNED:	08/26/2019
Total Attachments: 8	
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ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 7175-294910
Client Reference No.: 10675.USU1

PATENT ASSIGNMENT

This assignment is made for good and valuable consideration, the sufficiency of which is acknowledged by each of the undersigned,

Name(s) Vincent Lehman, Alexander E. Rojas, Michael C. Pierce
of Inventor(s) _____

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application MODULAR SURGICAL SYSTEM

Serial No.: 16/411,301
Filing Date: May 14, 2019

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee Allen Medical Systems, Inc.

Address of principal place of business 1069 State Route 46 East
Batesville, Indiana 47006

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Indiana

(hereinafter designated as the Assignee) their entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) in the United States and foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such applications, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application(s) or continuation, division, reissue, or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 7175-294910
Client Reference No.: 10675.USU1

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable and to correct typographical errors in connection with the information contained herein prior to any recordation of this document.

LEGAL NAME OF INVENTOR: VINCENT LEHMAN

Signature: _____ Date: _____

LEGAL NAME OF INVENTOR: ALEXANDER E. ROJAS

Signature: _____ Date: _____

LEGAL NAME OF INVENTOR: MICHAEL C. PIERCE

Signature: Michael C. Pierce Date: 6/24/2019

Hill-Rom New Employee Agreement Regarding Employee Use of Restricted Information, Company Electronic Information and Systems and Intellectual Property

Alexander Rojas (You), in consideration of (1) your employment or continued employment by Hill-Rom, Inc. or any of its subsidiaries or affiliates (collectively called "Company") and (2) access to valuable Restricted Information belonging to the Company, do hereby agree as follows:

A. CONFIDENTIALITY AND RESTRICTED INFORMATION:

As an employee of the Company, you will be in a position of trust and confidence, and in the course of your employment with the Company and because of the nature of your responsibilities, you will receive access to information regarding the Company's business that is highly competitively sensitive and valuable. You agree that you will not disclose to anyone outside of the Company or disclose to anyone at the Company who does not have a need to know it, or use for your own benefit or the benefit of anyone other than the Company, any non-public information regarding the Company's business, including but not limited to: (a) customer information, such as the Company's customer list and other non-public information regarding the Company's customers, such as customer contact information; contract terms; customer files; information regarding customer history, needs and preferences; and information designated by customers to be kept confidential; (b) financial information, such as sales plans and forecasts; sales and earnings figures; cost and profitability information; and pricing; (c) corporate strategies, marketing and other strategic plans; (d) technical and product information, such as sources of supply; manufacturing methods; product development plans; product testing plans, protocols and results; and all other non-public Intellectual Property (defined below); and (e) personnel files and information (collectively, the "Restricted Information"). Restricted Information does not include any information that is, or becomes, in the public domain through no disclosure or other action (whether direct or indirect) by you. The obligations in this paragraph with respect to a particular piece of Restricted Information shall remain in effect until that piece of information enters the public domain through no breach of contract or duty.

B. RETURN OF PROPERTY:

When your employment with the Company ends, you agree to immediately return to your supervisor (without making or retaining any paper or electronic copies) all company property and information that you may have in your possession, including but not limited to all documents and files (whether in electronic, digital, or paper form and including logbooks and inventor notebooks), equipment (e.g., computers, phones, handheld devices such as iPhones or blackberries, portable storage drives and devices, and other electronic equipment), products and samples, keys and key cards, identification cards and badges, and company phone and credit cards. You agree to return (and to maintain no copies of) all customer contact records and information, including but not limited to Outlook®-type contact files, and all other client contact information, whether in paper or electronic form, e.g., on a laptop, Blackberry or other hand-held device, relating to any and all customers of the Company and their employees. **To the extent that you believe you must destroy, delete or erase any document or file in order to comply with this paragraph, you agree to notify the Company and allow it the opportunity to use its personnel to accomplish any appropriate destruction or deletion of material.**

C. TREATMENT OF COMPANY'S ELECTRONIC INFORMATION AND SYSTEMS:

1. Although the Company instructs you not to maintain work-related data and information on your personal computer or other hardware (e.g., laptop and/or desktop computer, other hard drives, portable storage devices, and handheld devices), in the event that you do use or have used such personal equipment for work-related purposes, you agree to notify Company immediately upon your resignation or termination and submit all such equipment to the Company immediately for inspection and removal of Company-related information and data. Company may reasonably inspect and remove Company-related information and data from your personal computer or other hardware.
2. You understand and agree that you shall have no expectation of privacy with respect to any email, document, data or information that is created, stored, or sent using the Company's equipment or systems or that is sent from or to, or that is stored or accessed on, any Company-owned hard drive or any other hard drive or equipment that you use to store or access Company files or documents or that you otherwise use in connection with your employment. Such items are not private and are subject to review by the Company. The Company, in its discretion as owner of its computer and electronic storage equipment and systems, reserves and will exercise its authority to monitor, access, retrieve, and delete any material stored, created, received, or sent using such equipment or systems, for any reason and without your permission. The Company may utilize software and systems that monitor, access, and record all internet, email and other information technology usage.
3. You agree not to install or run any software or program on your Company-issued computer equipment unless it has been approved, and supplied to you, by the Company. You agree not to run any erasure or scrubbing software on your Company-issued computer without the Company's prior written consent. You will not download, transfer, delete, erase, or alter any electronic files containing Company information, except as occurs in the normal course of your work for the Company. In connection with the end of your employment with the Company, you will not erase, delete or otherwise remove any files or data from any Company-owned hardware,

nor shall you delete any work-related files from your personal hardware. Instead, you will make available to the Company all personal hardware that you used to store or access Company files or documents and allow it an opportunity to use its personnel to make appropriate deletions. You agree not to access or attempt to access any computer, electronic file, electronic database, server, email box or computer network of the Company after your employment ceases.

4. You agree and understand that you are not authorized to access any Company data, information or files (whether in paper, electronic or other format) except in furtherance of, and as required by, your duties to the Company. You further agree and understand that you are not authorized to access any of the Company's computers or electronic systems (such as databases, document management systems, and/or the email system) except in furtherance of, and as required by, your duties to the Company, except for very limited and occasional personal use of the company's internet access and email system, so long as that use is not contrary to, competitive with, or otherwise injurious to the Company interests. All access to the Company's data, files, information and systems that is contrary to, competitive with, or otherwise injurious to the Company's interests is strictly prohibited and unauthorized.

D. INTELLECTUAL PROPERTY OWNERSHIP AND ASSIGNMENT:

1. All Intellectual Property made, conceived, developed, reduced to practice or created, in whole or in part by you (either alone or in conjunction with others) at any time during the term of employment by Company or within two years of your final date of employment and which relate to or are useful in the business carried on or contemplated by Company during the term of your employment (collectively, all such Intellectual Property is called "Employee Inventions") shall be and remain the sole and exclusive property of Company. You will promptly and freely disclose in writing all Employee Inventions to your supervisor and, if requested, provide to Company a detailed written description thereof. You hereby irrevocably assign, grant, transfer and convey to Company, your entire right, title and interest in and to all Employee Inventions, effective immediately upon being made, conceived, developed, reduced to practice or created.

Hill-Rom®
New Employee Agreement

For purposes of this Agreement, the term "Intellectual Property" means and includes all inventions, concepts, ideas, discoveries, improvement, designs, developments, research, drawings, plans methods, systems, specifications, data, including all notes, compilations, adaptations, summaries and the like prepared by you or by others as well as works of authorship ("Works") know-how, trademarks, and trade secrets, whether or not protectable under the patent, trademark, copyright or other intellectual property laws of the United States or any state thereof, or any country, and all patent, trademark or copyright or other intellectual property applications and registrations relating thereto, including the right to sue for and collect damages or other remedies at law or in equity for past and future infringements.

2. You will furnish such Information and assistance as may be required by Company, at its expense, to obtain, perfect, enforce, and maintain domestic and foreign patents for any patentable inventions conceived by you during your employment by Company and will execute any applications or documents, including assignments, necessary to obtain such patents in the Company's name.
3. You will upon request by Company at any time and from time to time, execute and deliver to Company all patent, trademark and copyright applications and all assignments, conveyances, bills of sale and other documents, and take all other actions reasonably requested by Company, for the purpose of perfecting of record or otherwise or affecting the transfer to Company of all Employee Inventions.
4. Each Work created by you shall be a "work made for hire" under the copyright law and Company may file applications to register copyright in such Works as author and copyright owner. If, for any reason, any such Work created by you is excluded from the definition of a "work made for hire" under the copyright law, then you hereby assign, sell, and convey to Company the entire rights, title, and interest in and to such Work, including the copyright on it. You will take whatever steps and

do whatever acts Company requests, including, but not limited to placement of Company's proper copyright notice on such Works created by you to secure or aid in securing copyright protection in such Works and will assist Company or its nominees in filing applications to register claims of copyright in such Works. Company shall have free and unlimited access at all times to all such Works and all copies of them and shall have the right to claim and take possession of such Works and copies.

5. Any inventions, Works, or trades secrets which you have conceived, developed or acquired prior to your employment by Company and which are excluded from this agreement must be enumerated in writing and provided to your supervisor within five (5) days of signing this Agreement

E. OTHER PROVISIONS:

1. It is the policy of the Company to respect all trade secrets and confidential information of any other company, including our competitors and any company where you may have been previously employed. Your signature constitutes your representation that you have not removed, disclosed or used, and will not use any trade secret or confidential information belonging to another at or for the benefit of the Company.
2. This Agreement shall be construed in accordance with the laws of the State of Indiana.



Employee Signature

Date:

01/11/2016

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12/20/2013 ENG - US

www.hill-rom.com
USA 800-445-3730
CANADA 800-267-2337

Enhancing outcomes for
patients and their caregivers:



PATENT
REEL: 050166 FRAME: 0628

Hill-Rom New Employee Agreement Regarding Employee Use of Restricted Information, Company Electronic Information and Systems and Intellectual Property

Vincent Lehman (You), in consideration of (1) your employment or continued employment by Hill-Rom, Inc. or any of its subsidiaries or affiliates (collectively called "Company") and (2) access to valuable Restricted Information belonging to the Company, do hereby agree as follows:

A. CONFIDENTIALITY AND RESTRICTED INFORMATION:

As an employee of the Company, you will be in a position of trust and confidence, and in the course of your employment with the Company and because of the nature of your responsibilities, you will receive access to information regarding the Company's business that is highly competitively sensitive and valuable. You agree that you will not disclose to anyone outside of the Company or disclose to anyone at the Company who does not have a need to know it, or use for your own benefit or the benefit of anyone other than the Company, any non-public information regarding the Company's business, including but not limited to: (a) customer information, such as the Company's customer list and other non-public information regarding the Company's customers, such as customer contact information; contract terms; customer files; information regarding customer history, needs and preferences; and information designated by customers to be kept confidential; (b) financial information, such as sales plans and forecasts; sales and earnings figures; cost and profitability information; and pricing; (c) corporate strategies, marketing and other strategic plans; (d) technical and product information, such as sources of supply; manufacturing methods; product development plans; product testing plans, protocols and results; and all other non-public Intellectual Property (defined below); and (e) personnel files and information (collectively, the "Restricted Information"). Restricted Information does not include any information that is, or becomes, in the public domain through no disclosure or other action (whether direct or indirect) by you. The obligations in this paragraph with respect to a particular piece of Restricted Information shall remain in effect until that piece of information enters the public domain through no breach of contract or duty.

B. RETURN OF PROPERTY:

When your employment with the Company ends, you agree to immediately return to your supervisor (without making or retaining any paper or electronic copies) all company property and information that you may have in your possession, including but not limited to all documents and files (whether in electronic, digital, or paper form and including logbooks and inventor notebooks), equipment (e.g., computers, phones, handheld devices such as iPhones or blackberries, portable storage drives and devices, and other electronic equipment), products and samples, keys and key cards, identification cards and badges, and company phone and credit cards. You agree to return (and to maintain no copies of) all customer contact records and information, including but not limited to Outlook®-type contact files, and all other client contact information, whether in paper or electronic form, e.g., on a laptop, Blackberry or other hand-held device, relating to any and all customers of the Company and their employees. **To the extent that you believe you must destroy, delete or erase any document or file in order to comply with this paragraph, you agree to notify the Company and allow it the opportunity to use its personnel to accomplish any appropriate destruction or deletion of material.**

C. TREATMENT OF COMPANY'S ELECTRONIC INFORMATION AND SYSTEMS:

1. Although the Company instructs you not to maintain work-related data and information on your personal computer or other hardware (e.g., laptop and/or desktop computer, other hard drives, portable storage devices, and handheld devices), in the event that you do use or have used such personal equipment for work-related purposes, you agree to notify Company immediately upon your resignation or termination and submit all such equipment to the Company immediately for inspection and removal of Company-related information and data. Company may reasonably inspect and remove Company-related information and data from your personal computer or other hardware.
2. You understand and agree that you shall have no expectation of privacy with respect to any email, document, data or information that is created, stored, or sent using the Company's equipment or systems or that is sent from or to, or that is stored or accessed on, any Company-owned hard drive or any other hard drive or equipment that you use to store or access Company files or documents or that you otherwise use in connection with your employment. Such items are not private and are subject to review by the Company. The Company, in its discretion as owner of its computer and electronic storage equipment and systems, reserves and will exercise its authority to monitor, access, retrieve, and delete any material stored, created, received, or sent using such equipment or systems, for any reason and without your permission. The Company may utilize software and systems that monitor, access, and record all internet, email and other information technology usage.
3. You agree not to install or run any software or program on your Company-issued computer equipment unless it has been approved, and supplied to you, by the Company. You agree not to run any erasure or scrubbing software on your Company-issued computer without the Company's prior written consent. You will not download, transfer, delete, erase, or alter any electronic files containing Company information, except as occurs in the normal course of your work for the Company. In connection with the end of your employment with the Company, you will not erase, delete or otherwise remove any files or data from any Company-owned hardware,

nor shall you delete any work-related files from your personal hardware. Instead, you will make available to the Company all personal hardware that you used to store or access Company files or documents and allow it an opportunity to use its personnel to make appropriate deletions. You agree not to access or attempt to access any computer, electronic file, electronic database, server, email box or computer network of the Company after your employment ceases.

4. You agree and understand that you are not authorized to access any Company data, information or files (whether in paper, electronic or other format) except in furtherance of, and as required by, your duties to the Company. You further agree and understand that you are not authorized to access any of the Company's computers or electronic systems (such as databases, document management systems, and/or the email system) except in furtherance of, and as required by, your duties to the Company, except for very limited and occasional personal use of the company's internet access and email system, so long as that use is not contrary to, competitive with, or otherwise injurious to the Company interests. All access to the Company's data, files, information and systems that is contrary to, competitive with, or otherwise injurious to the Company's interests is strictly prohibited and unauthorized.

D. INTELLECTUAL PROPERTY OWNERSHIP AND ASSIGNMENT:

1. All Intellectual Property made, conceived, developed, reduced to practice or created, in whole or in part by you (either alone or in conjunction with others) at any time during the term of employment by Company or within two years of your final date of employment and which relate to or are useful in the business carried on or contemplated by Company during the term of your employment (collectively, all such Intellectual Property is called "Employee Inventions") shall be and remain the sole and exclusive property of Company. You will promptly and freely disclose in writing all Employee Inventions to your supervisor and, if requested, provide to Company a detailed written description thereof. You hereby irrevocably assign, grant, transfer and convey to Company, your entire right, title and interest in and to all Employee Inventions, effective immediately upon being made, conceived, developed, reduced to practice or created.

YCL

For purposes of this Agreement, the term "Intellectual Property" means and includes all inventions, concepts, ideas, discoveries, improvement, designs, developments, research, drawings, plans, methods, systems, specifications, data, including all notes, compilations, adaptations, summaries and the like prepared by you or by others as well as works of authorship ("Works") know-how, trademarks, and trade secrets, whether or not protectable under the patent, trademark, copyright or other intellectual property laws of the United States or any state thereof, or any country, and all patent, trademark or copyright or other intellectual property applications and registrations relating thereto, including the right to sue for and collect damages or other remedies at law or in equity for past and future infringements.

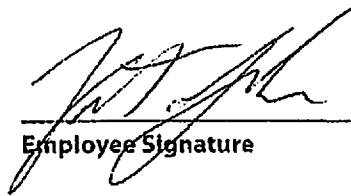
2. You will furnish such information and assistance as may be required by Company, at its expense, to obtain, perfect, enforce, and maintain domestic and foreign patents for any patentable inventions conceived by you during your employment by Company and will execute any applications or documents, including assignments, necessary to obtain such patents in the Company's name.
3. You will upon request by Company at any time and from time to time, execute and deliver to Company all patent, trademark and copyright applications and all assignments, conveyances, bills of sale and other documents, and take all other actions reasonably requested by Company, for the purpose of perfecting of record or otherwise or affecting the transfer to Company of all Employee Inventions
4. Each Work created by you shall be a "work made for hire" under the copyright law and Company may file applications to register copyright in such Works as author and copyright owner. If, for any reason, any such Work created by you is excluded from the definition of a "work made for hire" under the copyright law, then you hereby assign, sell, and convey to Company the entire rights, title, and interest in and to such Work, including the copyright on it. You will take whatever steps and

do whatever acts Company requests, including, but not limited to placement of Company's proper copyright notice on such Works created by you to secure or aid in securing copyright protection in such Works and will assist Company or its nominees in filing applications to register claims of copyright in such Works. Company shall have free and unlimited access at all times to all such Works and all copies of them and shall have the right to claim and take possession of such Works and copies.

5. Any inventions, Works, or trades secrets which you have conceived, developed or acquired prior to your employment by Company and which are excluded from this agreement must be enumerated in writing and provided to your supervisor within five (5) days of signing this Agreement

E. OTHER PROVISIONS:

1. It is the policy of the Company to respect all trade secrets and confidential information of any other company, including our competitors and any company where you may have been previously employed. Your signature constitutes your representation that you have not removed, disclosed or used, and will not use any trade secret or confidential information belonging to another or for the benefit of the Company.
2. This Agreement shall be construed in accordance with the laws of the State of Indiana



Employee Signature

Date: 3/14/16

