

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5759805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DOUGLAS E. OTT	06/12/2013
NATHANIEL V. TRAN	08/09/2004
STEVEN B. WILLIAMS	07/24/2009
BRANDON LEE MICHAL	07/17/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LEXION MEDICAL, LLC
<b>Street Address:</b>	545 ATWATER CIRCLE
<b>City:</b>	ST. PAUL
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55103
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13750569
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)661-4688
<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>	2149536500
<b>Email:</b>	ptomail1@bakerbotts.com
<b>Correspondent Name:</b>	BAKER BOTTS L.L.P.
<b>Address Line 1:</b>	2001 ROSS AVENUE
<b>Address Line 2:</b>	SUITE 900
<b>Address Line 4:</b>	DALLAS, TEXAS 75201-2980
<b>ATTORNEY DOCKET NUMBER:</b>	075097.0117
<b>NAME OF SUBMITTER:</b>	ESMERALDA E. RAMZY
<b>SIGNATURE:</b>	/Esmeralda E. Ramzy/
<b>DATE SIGNED:</b>	10/08/2019
<b>Total Attachments: 16</b>	
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**ASSIGNMENT**

**WHEREAS**, I, the undersigned inventor, (or one of the undersigned joint inventors), of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

**WHEREAS**, Lexion Medical, LLC (hereinafter referred to as "Assignee"), a Delaware corporation, with an address of 545 Atwater Circle, St. Paul, MN, 55103, desires to acquire my entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I assign to Assignee, all right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to Assignee.

I also assign to Assignee, all right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

I will communicate to Assignee any facts known to me respecting any improvements; and, at the expense of Assignee, I will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

ATTORNEY DOCKET NO.  
075097.0117

ASSIGNMENT

2

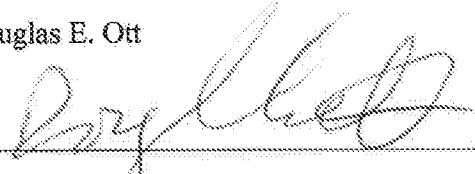
Title of Invention:

*A Surgical Method For Performing an Open  
Surgical Site Surgery*

Full name of Inventor:

Douglas E. Ott

Signature of Inventor:



Residence (City, County, State):

Macon, Bibb County, Georgia

Date Executed:

6/12/13

DAL01:1190831

**PATENT**  
**REEL: 050656 FRAME: 0360**



**LEXION MEDICAL, INC.  
CONFIDENTIALITY AGREEMENT**

I am about to commence or have recently commenced employment with Lexion Medical, Inc. or one of its subsidiaries or affiliated corporations. I acknowledge that I have been advised that the execution and delivery of this Agreement is a condition of my employment and have been informed prior to commencing my employment. No term of employment is being established by reason of this employee agreement and neither Lexion Medical, Inc. nor I have any obligation to give one another notice with respect to termination of the employment relationship. Accordingly, in consideration of my employment and/or continued employment by the Company as well as to induce the Company to afford me access to Confidential information (as defined below), I agree as follows:

**CERTAIN DEFINITIONS**

**As used in this agreement:**

(a) "Lexion Medical, Inc." means the Delaware corporation of that name which has its headquarters in St. Paul, Minnesota and the "Company" means Lexion Medical, Inc.

(b) "Confidential Information" means information, whether or not in written form, which (i) is not generally made available by the Company to the public and (ii) relates to the Company's products, processes or business, including but not limited to information relating to the Company's research and development, manufacturing, purchasing, engineering or marketing or the Company's suppliers or its distributors or other customers. Examples of Confidential Information are: business, manufacturing and research methods and projects, techniques, apparatus, equipment and systems, materials and products, product design and specifications, manufacturing procedures and tolerances, research tools, test procedures, prices and pricing formulae and cost information, customer's special material and product specifications and requirements, suppliers, sales records, sample records, salesmen's reports, customer contact reports and customer records, information know-how, notebooks, reports, memoranda, data, designs, drawings and blueprints.

(c) "Competing Product" means any product or process in existence or under development which is the same as or similar to or competes with any product or process (i) which the Company manufactures, sells or licenses, or (ii) to which the Company has devoted a significant research or development effort and plans to manufacture, sell or license.

(d) "Competitor" means any organization or person engaged in or about to or planning to become engaged in research, development, production, marketing, leasing or selling of a Competing Product.

**PART I: PROTECTION OF CONFIDENTIAL INFORMATION**

1. I will not, either during my employment with the Company or thereafter, except as may be necessary in the course of my duties as an employee of the Company, use or disclose Confidential Information without prior written consent of the Company.

2. I will not, without the prior written consent of the Company, remove from the Company's premises any printed, written, recorded or graphic material, or any reproduction thereof,

# LEXION

constituting, containing or reflecting Confidential Information, and at the time that I cease to be an employee of the Company, I will turn over to the Company all such material and reproductions in my possession or under my custody or control.

## PART II: OWNERSHIP OF INVENTIONS

3. (a) As used herein: (i) The term "Invention" means any invention, discovery, improvement, modification, or refinement made or conceived by me, alone or jointly with others (whether made within or outside my usual working hours and whether made on or off the Company's premises). (ii) The term "Covered Invention" means any invention made or conceived during the period of my employment with the Company or within one year thereafter if neither (1) such invention relates in any way to the products, processes or business of the Company or to any Competing Product, or (2) in connection with such invention I used any equipment, supplies, facilities or Confidential Information of the Company or I worked on such invention during my regular working hours while employed by the Company. (I understand that if I claim that an Invention is not a Covered Invention because not falling within clause "(2)" of the preceding sentence, I will have the burden of proving that I did not use any equipment, supplies, facilities or Confidential Information of the Company in connection with such Invention and that I did not work on such Invention during my regular working hours while employed by the Company.)

(b) All Covered Inventions shall be the property of Lexion Medical, Inc.. I will promptly, without request, disclose to the Company all Inventions. If Lexion Medical, Inc. in its sole discretion determines that the Company has no interest in any such Invention and I am so advised in writing by an officer of Lexion Medical, Inc., then I understand that the rights in and to such invention shall revert to me.

(c) For purposes of this Agreement, any Invention which during my employment with the Company or within one year thereafter I disclose to anyone or reduce to writing or which is the subject of a patent application by me or any assignee of mine shall be conclusively presumed to have been made or conceived by me during my employment with the Company or within one year thereafter unless at or before the delivery of this Agreement such Invention is disclosed and identified in Exhibit A to this Agreement. (The fact that an Invention does not fall within the conclusive presumption created by the preceding sentence shall not be deemed to preclude the Company from establishing by other evidence that such Invention is a Covered Invention as hereinabove defined).

4. Upon request by Lexion Medical, Inc., either during or following my employment by the Company, I or my legal representatives will apply for a patent or patents on all Covered Inventions in the United States and in foreign countries, and will execute and deliver all papers necessary to obtain such patent or patents, together with assignments to Lexion Medical, Inc. (or such of its subsidiaries or affiliates as it may designate) of all my rights, title and interest in and to such Inventions, patent applications and patents, without further compensation to me. Such patent applications shall be filed at the expense of and under the exclusive control of Lexion Medical, Inc. (or such of its subsidiaries or affiliates as it may designate). Further, I will perform all other proper acts, without further compensation to me but at the expense of the Company, which the Company may consider necessary or desirable to secure Lexion Medical,

# LEXION

Inc. (or such of its subsidiaries or affiliates as it may designate) the fullest rights to such inventions and to patents covering them.

## PART III: COVENANT NOT TO COMPETE

5. Until the end of the Non-Competition period (as hereinafter defined), I will not, except with the prior written consent of an officer of Lexion Medical, Inc.: (i) work for or render services to any Competitor (whether as an employee, consultant or otherwise) in any line of work or activity in which I was engaged at the Company during any part of the two years immediately preceding the cessation of my employment with the Company or (ii) acquire or hold any financial interest (whether as a partner, stockholder or otherwise) in any Competitor. The Non-Competition Period shall run until the date one year after I cease to be an employee of the Company (e.i., until the first anniversary of the date on which I cease to be an employee of the Company). However, if, prior to such first anniversary, I propose to work for or render services to a Competitor, I shall give at least ten days advance notice of my intentions to the Director of Personnel of Lexion Medical, Inc.. If I fail to give such notice, the Non-Competition Period shall not end until the date one year after Lexion Medical, Inc. learns that I have entered into in employment or consulting relationship with or acquired a financial interest in a Competitor.

6. This Agreement is made for the benefit of Lexion Medical, Inc. and may be enforced against me. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

7. Part I, Part II and Part III of this Agreement shall each be deemed separate agreements severally and independently enforceable regardless of the enforcement of any other such parts. I understand and acknowledge that in the event of any breach of this Agreement an action for damages alone may not be an adequate remedy for the Company and that the Company will have the right to seek specific enforcement, by injunction or other appropriate court order, of my obligations under this Agreement. The rights and remedies granted to the Company under this Agreement are intended to be in addition to and not in derogation of any rights and remedies which the Company would have by law (whether statutory or case law) in the absence of this Agreement, and this Agreement shall not be construed as a waiver by the Company of any such statutory or common law rights or remedies.

Date: 8-9-04

NATE TRAN

Name of Employee (type or print)

[Signature]

Signature of Employee

[Signature]

Witness

PATENT

REEL: 050656 FRAME: 0363

# LEXION

## Exhibit A

List of Employee's preexisting Inventions pursuant to Section 3(c) of the foregoing Agreement:



**ASSOCIATE CONFIDENTIALITY, NON-COMPETITION  
AND INVENTION ASSIGNMENT AGREEMENT**

between Lexion Medical LLC, hereinafter defined, ("Lexion") and Steve Williams  
("Associate").

**1. Definitions.**

- (a) **"Lexion"** means Lexion Medical, LLC, a Delaware limited liability company, which has its headquarters in White Bear Township, Minnesota; Porous Media Corporation, a Minnesota corporation which has its headquarters in White Bear Township, Minnesota; Porous Media Ltd, a Texas limited partnership which has its headquarters in Conroe, Texas; Hemerus Medical, LLC, a Delaware limited liability company, which has its headquarters in White Bear Township, Minnesota; Hemostasis LLC, a Delaware limited liability company, which has its headquarters in White Bear Township, Minnesota.
- (b) **"Associate"** means any individual in the employ of Lexion.
- (c) **"Agreement"** means this document and accompanying Exhibits A and B.
- (d) **"Confidential Information"** means information, whether or not in written form, which (1) is not generally made available by Lexion to the public and (2) relates to Lexion's products, processes, associates, or business, including but not limited to information relating to Lexion's research and development, manufacturing, purchasing, engineering or marketing or Lexion's suppliers or its distributors or other customers. Examples of Confidential Information include but are not limited to: business, manufacturing and research methods and projects, techniques, apparatus, equipment and systems, materials and products, product design and specifications, manufacturing procedures and tolerances, research tools, test procedures, prices and pricing formulae and cost information, customer's special material and product specifications and requirements, suppliers, sales records, marketing strategies, marketing presentations, marketing documents, sample records, sales reports, customer contact reports and customer records, information know-how, notebooks, reports, memoranda, data, designs, e-mails, electronic documentation, drawings, blueprints, machinery tooling, trade secrets, technical information, including computer software programs; and personnel information, including personnel lists, resumes, personal data, compensation information, organizational structure and performance evaluations. Confidential Information need not be marked confidential.
- (e) **"Competing Product"** means any product, process, or resource in existence or under development which is the same as or similar to or competes with any product or process (1) which Lexion manufactures, sells, licenses, or employs or (2) to which Lexion has devoted a significant research or development effort and plans to manufacture, sell, license, or employ.

- (f) **"Competitor"** means any organization or person engaged in or about to or planning to become engaged in research, development, production, marketing, leasing or selling of a Competing Product.

**2. General Terms:**

- (a) Associate acknowledges that Lexion operates in a competitive environment and that it enhances its opportunities by protecting its confidential and proprietary information. Associate acknowledges that he/she signed the Lexion Confidentiality Agreement prior to beginning employment with Lexion. Associate also acknowledges that he/she is signing this new Agreement, and accompanying Exhibit A, which is less restrictive in scope and given additional consideration for doing so. He/she also agrees to execute accompanying Exhibit B upon termination of employment with Lexion.
- (b) Associate has had an opportunity to seek legal advice regarding the terms and conditions of this Agreement and has not based his or her decision to execute this Agreement on any advice given by Lexion.
- (c) This Agreement is designed to make clear that (i) the Associate will maintain the confidentiality of Lexion's trade secrets; (ii) the Associate will use those trade secrets only for the exclusive benefit of the Lexion; (iii) the inventions and ideas that the Associate creates and develops while employment by Lexion, will be owned by Lexion; (iv) the Associate's prior and continuing activities separate from Lexion will not conflict with the Lexion's development of its proprietary rights; and (v) when and if the Associate's employment with Lexion terminates, he or she will not use his or her prior position with Lexion to the detriment of Lexion.

**3. Consideration.** In exchange for \$200.00, which Associate acknowledges is good and sufficient consideration for signing this new Agreement, Associate agrees to any and all terms as set forth in this Agreement.

**4. Protection of Lexion's Confidential Information.**

- (a) **Confidential Information.** Lexion has and will develop, compile and own certain proprietary and confidential information that has great value in its business as outlined above, Confidential Information includes all information which is not generally known to the Lexion's competitors and the public, and which has or could have commercial value to Lexion. It includes not only information disclosed by Lexion (or its customers, affiliates or vendors) to Associate during the course of his or her employment with Lexion, but also information developed or learned by the Associate himself or herself during the course of his or her employment with Lexion, such as Inventions. Associate acknowledges that such information is secret, valuable and owned by Lexion, and that Lexion has exercised substantial efforts to preserve the information's secrecy.

(b) **Protection of Confidential Information.** During and after his or her employment, Associate agrees to keep confidential, and not to disclose to any third party or to make any use of Confidential Information of Lexion, except for the benefit of Lexion and in the course of his or her employment with Lexion. Associate also agrees not to remove or otherwise transmit Confidential Information or Inventions (as defined below) from the premises or possession of Lexion. Associate also agrees to not publish the results of his or her work through literature or speeches, without submitting such literature or speeches to the President of Lexion at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be prejudicial to the interests of Lexion or whether disclosure may constitute an invasion of its privacy. Associate agrees not to publish, disclose or otherwise disseminate such information without prior written approval of the President. Associate acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of Lexion may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of Lexion to perform such act.

5. **Exclusive Employment during the Associate's Employment.** Associate acknowledges the highly confidential nature of information regarding Lexion's customers, affiliates, sub-affiliates, Associates, agents, independent contractors, suppliers, and consultants. Therefore, during the Associate's employment with Lexion, he or she will not do anything to compete with Lexion's present or contemplated business, nor will he or she plan or organize any competitive business activity. The Associate will not enter into any agreement that conflicts with his or her duties or obligations to Lexion. The Associate agrees that such activities would necessarily and inevitably involve disclosure or use of Confidential Information in violation of this Agreement.

6. **Proprietary Information or Trade Secrets of Others.** Associate will not disclose to Lexion, or use, or induce Lexion to use, any proprietary information or trade secrets of others. Associate represents and warrants that he or she has returned all property and confidential information belonging to all prior employers. Associate further represents and warrants that he or she has no other agreements, relationships or commitments to any other person or entity that conflict with Associate's obligations to Lexion under this Agreement.

7. **Inventions.**

(a) **Disclosure of Inventions.** Associate promptly will disclose in writing to Lexion all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Associate (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of Lexion, or which result from tasks assigned to Associate by Lexion, or from the

use of premises owned, leased, or otherwise acquired by Lexion. For the purposes of this Agreement, all of the foregoing are referred to as Inventions.

- (b) **Assignment/Ownership of Inventions.** Associate acknowledges and agrees that all inventions other than those listed in Exhibit A belong to and shall be the sole property of Lexion and shall be Inventions of Lexion subject to the provisions of this Agreement. Associate assigns to Lexion all right, title, and interest Associate may have or may acquire in and to all Inventions. Associate agrees to sign and deliver to Lexion (either during or subsequent to his or her employment) such other documents as Lexion considers desirable to evidence the assignment of all rights of Associate, if any, in any Inventions to Lexion and Lexion's ownership of such Inventions.
- (c) **Power of Attorney.** In the event Lexion is unable to secure Associate's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right to protection relating to any Invention, whether due to mental or physical incapacity or any other cause, Associate hereby irrevocably designates and appoints Lexion and each of its duly authorized officers and agents as his or her agent the and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections

8. **Non-Competition and Non-Solicitation.** During the term of Associate's employment and upon termination of said employment with Lexion, regardless of which party elected such termination and regardless of the reason therefore, the Associate agrees to the following covenants:

- (a) During the term of employment, and for one year thereafter (the Non-Competition Period") the Associate will not, directly or indirectly, whether as owner, partner, shareholder, director, consultant, agent, Associate, guarantor, surety or otherwise, or through any person, consult with or in any way aid or assist any competitor of Lexion, or any affiliates or successor entity thereof, or engage or attempt to engage in any employment, consulting or other activities which directly or indirectly competes with the business of Lexion. For purposes of this Agreement, the term "employment" shall include the employment of the Associate as an Associate, consultant, agent, independent contractor or otherwise. The Associate acknowledges that the participation in the conduct of any such business described above, alone or with any person or entity other than Lexion, will materially impair the business and prospects of Lexion.
- (b) In addition to and without limiting the foregoing, during the term of the Non-Competition Period, the Associate shall not attempt to or assist any other person in attempting to do any of the following: (1) hire any director, officer, Associate, or agent of Lexion, as the case may be; (2) encourage any customer, client, supplier or other business relationship of Lexion to terminate or alter such relationship, whether contractual or otherwise, to the disadvantage of Lexion, as

the case may be; (3) encourage any prospective customer or supplier not to enter into a business relationship with Lexion; (4) impair or attempt to impair any relationship, contractual or otherwise, written or oral, between Lexion and any customer, supplier or other business relationship of Lexion or; (5) sell or offer or assist in or in connection with the sale to any customer or prospective customer of Lexion any products of the type sold or rendered by Lexion.

- (c) In addition to and without limiting the foregoing, during the term of the Non-Competition Period, the Associate will not, directly or indirectly, solicit, pursue or call upon or take away, either for himself or herself or for the benefit of any other person or entity, any of the customers of Lexion upon whom Associate called or with whom the Associate became acquainted during his or her employment with Lexion.

9. **Acknowledgement of the Reasonableness of the Agreement:** The Employee acknowledges and agrees that the geographical scope and time restriction on the Employee's competition with the Company and the time restriction on the Employee's solicitation of the Company's customers, employees and business associates contained in this Agreement are reasonable in light of the nature of the Company's business.

10. **Termination of Employment.**

- (a) **Delivery of Documents and Data Upon Termination of Employment.** In the event of termination, regardless of the reason for termination as voluntary or otherwise, of Associate's employment with Lexion, Associate agrees, promptly and without request, to deliver and to inform Lexion of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of Lexion, whether prepared by Associate or otherwise coming into his or her possession or control, and to sign Exhibit B to this Agreement. Associate will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of Lexion.

- (b) **Obligations of Associate After Termination of Employment.** In the event of termination, regardless of the reason for termination as voluntary or otherwise, of Associate's employment with Lexion, Associate agrees that he or she will protect the value of the Confidential Information and Inventions of Lexion and will prevent their misappropriation or disclosure. Associate will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of Lexion any Confidential Information or Invention. This obligation is ongoing with no time limit.

11. **Injunctive Relief.** Because Associate's breach of this Agreement may cause Lexion irreparable harm for which money is inadequate compensation, Associate agrees that Lexion will be entitled to injunctive relief to enforce this Agreement, in addition to damages other available remedies.

12. **Attorneys' Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.
13. **Understanding.** Associate acknowledges and agrees that the protections set forth in this Agreement are a material condition to his or her employment with compensation by Lexion.
14. **Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representative and assigns of Associate, and is for the benefit of Lexion and its successors and assigns.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.
16. **Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter, superseding all prior or contemporaneous agreements and understanding (whether oral or written) between the parties with respect to the subject matter.
17. **Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by Lexion of any failure by Associate to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by Lexion of any right shall be construed as a waiver of any other right. Any waiver by Lexion or by the Associate must be in writing and signed by either the Associate, if he or she is seeking to waive any of his or her rights under this Agreement, or by an officer of Lexion (other than the Associate) or some other person duly authorized by Lexion. Lexion shall not be required to give notice to enforce strict adherence to the terms of this Agreement.
18. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.
19. **Employment at Will.** This Agreement is not an employment agreement. I understand that my employment and compensation can be terminated, with or without cause, and with or without notice, at any time. Nothing contained in this Agreement shall limit or otherwise alter the foregoing. Associate understands that he/she remains an at-will employee.

Associate has read this Agreement and understands its terms. Associate has completely filled out Exhibit A to this Agreement.

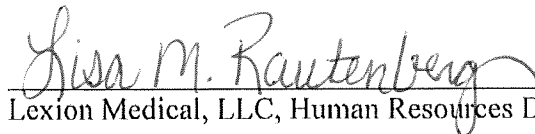
Dated: 7/24/09

Steve William  
[Print Name of Associate]

  
Signature

Dated: 7/24/09

Lisa M. Rautenberg

  
Lexion Medical, LLC, Human Resources Director

## EXHIBIT A

### ASSOCIATE CONFIDENTIALITY STATEMENT

1. **Confidential Information.** Except as set forth below, I acknowledge at this time that I know nothing about the business or the Confidential Information or Inventions of Lexion, except information that has been disclosed to me by the Lexion, (if none, so state): [specify information previously known about the Company].

2. **Prior Inventions.** Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any Inventions (if none, so state): [specify inventions].

3. **Conflicting Relationships.** Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with Lexion under my Confidentiality, Non-Competition and Invention Assignment Agreement (if none, so state): [specify any conflicts].

Dated: 7/29/09

Steve Williams  
[Print Name of Employee]

  
Signature



**EXHIBIT B**

**EMPLOYEE CERTIFICATION REGARDING CONFIDENTIALITY, NON-  
COMPETITION AND INVENTION  
AGREEMENT UPON TERMINATION OF EMPLOYMENT**

This is to certify that I agreed to execute this Certification when I signed the Confidentiality, Non-Competition and Invention Agreement ("Agreement") and do not have in my possession, nor have I failed to return, any Confidential Information (as defined in the Agreement) or copies of such information, or other documents or materials, equipment, or other property belonging to Lexion.

I further certify that I have complied with and will continue to comply with all of the terms of the Agreement, including the reporting of any Inventions (as defined in the Agreement) conceived or made by me that are covered by the Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential and not use any Confidential Information, Inventions, or other information that has or could have commercial value or other utility in the business in which Lexion is engaged or in which it contemplates engaging. I will not participate in the unauthorized disclosure or use of information that could be detrimental to the interest of Lexion, whether or not such information is identified as Confidential Information by Lexion.

On termination of my employment with the Company I will be employed by \_\_\_\_\_ in \_\_\_\_\_ Division, and will be working in connection with the following listed projects:

Dated: 7/24/05

John Stanek  
[Print Name of Employee]

[Signature]  
Signature

ATTORNEY DOCKET NO.  
075097.0117

ASSIGNMENT

5

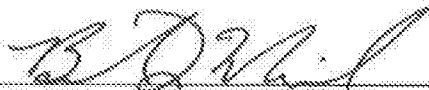
Title of Invention:

*A Surgical Method For Performing an Open  
Surgical Site Surgery*

Full name of Inventor:

Brandon Lee Michal

Signature of Inventor:

  
\_\_\_\_\_

Residence (City, County, State):

White Bear Lake, Ramsey County, Minnesota

Date Executed:

7 / 17 / 14  
\_\_\_\_\_