

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5775382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HENRY ALLEN	11/17/1998
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SILICON MICROSTRUCTURES, INC.	
<b>Street Address:</b>	1701 MCCARTHY BOULEVARD	
<b>City:</b>	MILPITAS	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95035	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	11834013	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(415)576-0300	
<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>	(650)326-2400	
<b>Email:</b>	jpanibratyuk@kilpatricktownsend.com	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP	
<b>Address Line 1:</b>	1100 PEACHTREE STREET	
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<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	085289-001410US-0717390	
<b>NAME OF SUBMITTER:</b>	JULIA PANIBRATYUK	
<b>SIGNATURE:</b>	/Julia Panibratyuk/	
<b>DATE SIGNED:</b>	10/17/2019	
<b>Total Attachments: 9</b>		
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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 17th day of November, 1998, by and between SILICON MICROSTRUCTURES, INC. ("Company"), a California corporation, and HENRY ALLEN ("Employee"), with reference to the following facts:

WHEREAS, Company desires to employ Employee and Employee desires to be so employed by Company upon the terms and subject to the provisions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions and the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

1. SCOPE OF EMPLOYMENT.

1.1 Capacity. Company hereby agrees to employ Employee and Employee hereby accepts employment as Vice President of Engineering, subject to the terms and conditions of this Agreement. Employee shall report to the Chief Executive Officer of Company and perform the services and duties customarily incident to such office and as otherwise decided upon by the Chief Executive Officer or Company's Board of Directors.

1.2 Devotion of Services. Employee shall devote, on a full-time basis, his time, ability and attention to the business of Company during the term of this Agreement. Employee shall perform and discharge well and faithfully those duties assigned him by Company.

2. TERM. Subject to Section 6 herein, the term of this Agreement shall commence as of the date of this Agreement and shall continue and remain in full force and effect for a period of one (1) year. However, in the event that Company thereafter continues to employ Employee, this Agreement shall be deemed automatically renewed upon the same terms and conditions set forth herein except (a) that the parties may mutually agree to revise any of the terms set forth herein, and (b) the employment relationship will be on an "at will" basis, which means that, subject to Section 6.4 herein, either Company or Employee may elect to terminate the employment relationship at any time for any reason whatsoever, with or without cause. Employee acknowledges that no representation has been made by Company as to any minimum or specified term or length of employment following the term set forth above.

3. COMPENSATION.

3.1 Salary and Bonus. In consideration of the services to be rendered by Employee hereunder, including without limitation any services rendered as an

officer or director of Company or any subsidiary or affiliate thereof, during the term of this Agreement, Company shall pay to Employee the following:

(a) A salary in the amount of \$150,080.00 per annum, which salary shall be reviewed no less frequently than annually by the Company.

(b) The Company may, but shall not be obligated to, establish a fiscal year end bonus pool for members of management of Company and/or its affiliates and subsidiaries. At the sole discretion of the Company, Employee may be entitled to participate therein.

(c) All payments to Employee shall be subject to the regular withholding requirements of all appropriate governmental taxing authorities.

(d) Employee shall, within sixty (60) days of the date of this Agreement, be granted an option to purchase 5,000 shares of common stock of OSI Systems, Inc. ("OSI") pursuant to OSI's 1997 Stock Option Plan ("Plan"), which option shall vest in four equal annual installments at an exercise price equal to the closing price of OSI's common stock on the date of grant. The Company shall consider Employee for the grant of additional options under the Plan no less frequently than annually.

3.2 Other Benefits. Employee shall be entitled to participate in any medical and insurance plan which Company is presently providing or may provide to its senior executives. Employee acknowledges that the terms of such plans may change from time to time.

3.3 Expenses. Company will advance to or reimburse Employee for all reasonable travel and entertainment required by Company and other reasonable expenses incurred by Employee in connection with the performance of his services under this Agreement in accordance with Company policy as established from time to time.

#### 4. INVENTIONS.

4.1 Right to Inventions. Employee agrees that any discoveries, inventions or improvements of whatever nature (collectively "Inventions") made or conceived by Employee, solely or jointly with others, during the term of his employment with Company, that are made with Company's equipment, supplies, facilities, trade secrets or time; or that relate, at the time of conception of or reduction to practice, to the business of Company or Company's actual or demonstrably anticipated research or development; or that result from any work performed by Employee for Company, shall belong to Company. Employee also agrees that Company shall have the right to keep any such Inventions as trade secrets, if Company so chooses. In order to permit Company to claim rights to which it may be entitled, Employee agrees to disclose to Company in confidence all Inventions that Employee makes during the course of his employment and all patent applications filed by Employee within three (3) years after termination of his employment. Employee shall (a)

assist Company in obtaining patents on all Inventions deemed patentable by Company in the United States and in all foreign countries and (b) execute all documents and do all things necessary to obtain letters patent to vest Company with full and extensive titles thereto and to protect the same against infringement by others. For the purposes of this Agreement, an Invention is deemed to have been made during the period of Employee's employment if the Invention was conceived or first actually reduced to practice during that period.

4.2 Assignment of Inventions and Patents. In furtherance of, and not in contravention, limitation and/or in place of, the provisions of Section 4.1 above, Company hereby notifies Employee of California Labor Code Section 2870, which provides:

"Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) directly or indirectly to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable."

Employee acknowledges that he has been notified by the Company of this law, and understands that this Agreement does not apply to Inventions which are otherwise fully protected under the provisions of said Labor Code Section 2870. Therefore, Employee agrees to promptly disclose in writing to the Company all Inventions, whether Employee personally considers them patentable or not, which Employee alone, or with others, conceives or makes during his employment with Company or as is otherwise required and set forth under Section 4.1 above. Company shall hold said information in strict confidence to determine the applicability of California Labor Code Section 2870 to said Invention and, to the extent said Section 2870 does not apply, Employee hereby assigns and agrees to assign all his right, title and interest in and to those Inventions which relate to business of the Company and Employee agrees not to disclose any of these Inventions to others without the prior written express consent of Company. Employee agrees to notify Company in writing prior to making any disclosure or performing any work during the term of his employment with Company which may conflict with any proprietary rights or technical know-how claimed by Employee as his property. In the event Employee fails to give Company notice of such conflict, Employee agrees that Employee shall have no further right or claim with respect to any such conflicting proprietary rights or technical know-how.

## 5. CONFIDENTIALITY.

5.1 Restrictions on Use of Trade Secrets and Records. During the term of his employment, Employee will have access to and become acquainted with various trade secrets of Company, consisting of formulas, patterns, devices, secret Inventions, processes, compilations of information, records and specifications (collectively "Trade Secrets"), all of which are owned by Company and used in the operation of Company's business. Additionally, Employee will have access to and may become acquainted with various files, records, customer lists, documents, drawings, specifications, equipment and similar items relating to the business of Company (collectively "Confidential Information"). All such Trade Secrets and Confidential Information, whether they are designed, conceived or prepared by Employee or come into Employee's possession or knowledge in any other way, are and shall remain the exclusive property of Company and shall not be removed from the premises of Company under any circumstances whatsoever without the prior written consent of Company. Employee promises and agrees that he will not use for himself or for others, or divulge or disclose to any other person or entity, directly or indirectly, either during the term of his employment by Company or at any time thereafter, for his own benefit or for the benefit of any other person or entity or for any reason whatsoever, any of the Trade Secrets or Confidential Information described herein, which he may conceive, develop, obtain or learn about during or as a result of his employment by Company unless specifically authorized to do so in writing by Company.

5.2 Non-Interference. Employee recognizes that Company has invested substantial effort in assembling its present employees and in developing its customer base. As a result, and particularly because of Company's many types of confidential business information, Employee understands that any solicitation of a customer or employee of Company, in an effort to get them to change business affiliations, would presumably involve a misuse of Company's confidences, Trade Secrets and Confidential Information. Employee therefore agrees that, for a period of one (1) year from the later of the date of termination of Employee's employment with Company for any reason whatsoever or the receipt by Employee of any compensation paid to Employee by Company, Employee will not solicit then existing employees or customers of Company in an attempt to divert, either directly or indirectly, their services or business from Company.

## 6. TERMINATION OF AGREEMENT.

6.1 Termination by Company for Cause. Company may terminate Employee's employment hereunder at any time for cause without payment of severance or similar benefits. For purposes of this Section 6.1, "cause" shall mean the following events: (1) dishonesty, moral turpitude, breach of loyalty or breach of confidentiality; (2) theft, embezzlement or fraud by Employee or falsification of any Company documents or records or Employee's involvement in any other scheme or conspiracy pursuant to which Company has lost or could reasonably be expected to lose assets to Employee or to others calculated by Employee to receive such assets; (3) use or abuse of alcohol or drugs on the job (except reasonable consumption of alcohol for business-related purposes); (4) unexplained and continuous absences from work; (5) any serious employment-related misconduct by

Employee, such as and including sexual harassment, threats of harm or acts of physical violence toward employees, customers, contractors, consultants or suppliers of Company or any form of unlawful discrimination against any person or group of persons, (6) conviction (including, but not limited to, any plea of guilty or nolo contendere) of any criminal act which impairs Employee's ability to perform Employee's duties with Company or any criminal act involving moral turpitude or any criminal act involving a felony; (7) unsatisfactory performance of Employee's duties as determined by Company in good faith, which unsatisfactory performance is not corrected after written notice from Company to Employee of, and a reasonable opportunity to cure (not to exceed 90 days, with interim progress reviews every 30 days during such period), such unsatisfactory performance; (8) material breach by Employee of Sections 4 or 5 of this Agreement; or (9) refusal to act in accordance with a lawful and good faith direction of Company's Board of Directors.

**6.2 Termination by Employee.** Employee may terminate his employment hereunder at any time for cause. For purposes of this Section 6.2, "cause" shall mean the breach of any provision of this Agreement by Company which is not cured within thirty (30) days after Employee delivers written notice to Company describing such breach. If the breach is not so cured within such thirty (30) days after delivery of such notice, the termination of employment shall become effective after the expiration of such cure period.

**6.3 Death or Disability** Employee's employment with Company shall cease upon the date of his death. In the event Employee becomes physically or mentally disabled so as to become unable for more than one hundred eighty (180) days in the aggregate in any twelve (12) month period to perform his duties on a full-time basis with reasonable accommodations, Company may, at its sole discretion, terminate this Agreement and Employee's employment.

**6.4 Termination Following Automatic Renewal.** In the event that this Agreement is automatically renewed pursuant to Paragraph 2 herein, either Company or Employee may terminate Employee's employment hereunder at any time and for any reason whatsoever, with or without cause, upon thirty (30) days prior written notice delivered to the other party; provided that, in the event that this Agreement is terminated before the end of the second year by Company without cause or by Employee for cause, or Company does not extend Employee's employment beyond the first year without cause, then Employee shall be entitled to receive severance payment equal to six (6) months of Employee's then current base salary and the options granted under Paragraph 3(d) above shall become fully vested.

**6.5 Effect of Termination** Upon the termination of Employee's employment hereunder or the expiration or termination of the Agreement, (a) Company shall pay Employee all compensation accrued and outstanding as of the date of such termination or expiration (including, without limitation, any amounts owing pursuant to Section 6.4 above), and (b) notwithstanding anything to the contrary contained herein, the

rights and obligations of each party under Paragraphs 4, 5 and 8 herein shall survive such termination or expiration.

7. EMPLOYEE'S REPRESENTATIONS. As an inducement for Company to execute this Agreement, Employee represents and warrants to Company that the negotiation, execution and delivery of this Agreement by Employee together with the performance of his obligations hereunder does not breach or give rise to a breach under any employment, confidentiality, non-disclosure, non-competition or any other agreement, written or oral, to which Employee is a party.

8. EQUITABLE REMEDIES.

8.1 Injunctive Relief. Employee acknowledges and agrees that the covenants set forth in Paragraphs 4 and 5 herein are reasonable and necessary for protection of Company's business interests, that irreparable injury will result to Company if Employee breaches any of the terms of said covenants and that, in the event of Employee's actual or threatened breach of said covenants, Company will have no adequate remedy at law. Employee accordingly agrees that in the event of actual or threatened breach of any of such covenants, Company shall be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages. Nothing contained herein shall be construed as prohibiting Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovering of any damages which it is able to prove. Each of the covenants in Paragraphs 4 and 5 shall be construed as independent of any other covenants or provisions of this Agreement. In the event of any judicial determination that any of the covenants set forth in Paragraphs 4 and 5 herein or any other provisions of the Agreement are not fully enforceable, it is the intention and desire of the parties that the court treat said covenants as having been modified to the extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent.

8.2 Specific Enforcement. Employee agrees and acknowledges that he is obligated under this Agreement to render services of a special, unique, unusual, extraordinary and intellectual character, thereby giving this Agreement peculiar value, so that the loss thereof could not be reasonable or adequately compensated in damages in an action at law. Therefore, in addition to other remedies provided by law, Company shall have the right, during the term of this Agreement, to obtain specific performance hereof by Employee and to obtain injunctive relief against the performance of service elsewhere by Employee during the term of this Agreement.

9. GENERAL

9.1 Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes all other oral and written agreements or understandings between them.



9.2 Amendment. This Agreement may not be modified, amended, altered or supplemented except by written agreement between Employee and Company.

9.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.4 Jurisdiction. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Los Angeles County, California, in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each party further agrees that personal jurisdiction over him may be effected by service of process by registered or certified mail addressed as provided in Section 9.9 herein, and that when so made shall be as if served upon him personally within the State of California.

Employee hereby waives any and all rights that Employee may have to request and/or demand a jury trial.

9.5 Expenses. In the event an action in law or in equity is required to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.

9.6 Interpretation. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provisions thereof. No provision of this document is to be interpreted for or against any party because that party or party's legal representative drafted it.

9.7 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, successors, assigns and personal representatives. As used herein, the successors of Company shall include, but not be limited to, any successor by way of merger, consolidation, sale of all or substantially all of its assets or similar reorganization. In no event may Employee assign any rights or duties under this Agreement.

9.8 Controlling Law; Severability. The validity and construction of this Agreement or of any of its provisions shall be determined under the laws of the State of California. Should any provision of this Agreement be invalid either due to the duration thereof or the scope of the prohibited activity, such provision shall be limited by the court to the extent necessary to make it enforceable and, if invalid for any other reason, such invalidity or unenforceability shall not affect or limit the validity and enforceability of the other provisions hereof.

9.9 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally received by the party to whom it is sent or delivered, or if sent by registered or certified mail, postage prepaid, to Employee's residence in the case of notice to Employee, or to its principal office if to Company. A notice is deemed received or delivered on the earlier of the day received or three (3) days after being sent by registered or certified mail in the manner described in this Section.

9.10 Waiver of Breach. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

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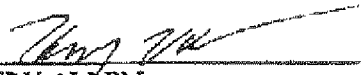
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SILICON MICROSTRUCTURES, INC.

By: 

Its: Chief Financial Officer

  
HENRY ALLEN

GUARANTY

The undersigned, OSI Systems, Inc., the parent corporation of Silicon Microstructures, Inc., does hereby guaranty the full and faithful performance of Silicon Microstructures, Inc. under the within Employment Agreement.

OSI SYSTEMS, INC

By: 

Its: Chief Financial Officer