

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5888959

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHELDON K LEE	05/16/2005
RECEIVING PARTY DATA		
Name:	UPTAKE MEDICAL CORP.	
Street Address:	1173 WARNER AVE.	
City:	TUSTIN	
State/Country:	CALIFORNIA	
Postal Code:	92780	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15582765	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6506819503	
Email:	rbatt@battip.com	
Correspondent Name:	RICHARD BATT	
Address Line 1:	PO BOX 1951	
Address Line 4:	APTOS, CALIFORNIA 95001	
ATTORNEY DOCKET NUMBER:	UMT001CON2	
NAME OF SUBMITTER:	RICHARD BATT	
SIGNATURE:	/RBatt/	
DATE SIGNED:	12/30/2019	
Total Attachments: 6		
source=2_UMT001CON2_Assign_Lee_to_UptakeMedicalCorp#page1.tif		
source=2_UMT001CON2_Assign_Lee_to_UptakeMedicalCorp#page2.tif		
source=2_UMT001CON2_Assign_Lee_to_UptakeMedicalCorp#page3.tif		
source=2_UMT001CON2_Assign_Lee_to_UptakeMedicalCorp#page4.tif		
source=2_UMT001CON2_Assign_Lee_to_UptakeMedicalCorp#page5.tif		
source=2_UMT001CON2_Assign_Lee_to_UptakeMedicalCorp#page6.tif		

**UPTAKE MEDICAL CORP.
AT-WILL EMPLOYEE AGREEMENT**

As a condition of my employment with Uptake Medical Corp., its subsidiaries, affiliates, successors, or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation paid to me by the Company now and in the future, I agree to the following:

copyright or similar laws, that I may solely or jointly conceive, develop, or reduce to practice.

3.2 Assignment of Inventions and Works Made for Hire. I will promptly make a full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all of my right, title, and interest (including all related intellectual property rights) in all inventions that both (a) relate to the development, manufacture, marketing, or sale of a device or method related to lung volume reduction and (b) I create during the period of time I am in the employ of the Company ("Company Inventions"). In addition, all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act, and in accordance, the Company will be considered the author of these works.

3.3 Exception to Assignments. I am not obligated to assign any Company Invention that qualifies fully under the provisions of the Revised Code of Washington Section 49.44.140 ("RCW 49.44.140"), which is included below. In addition, I will advise the Company promptly in writing of any inventions that I believe meet the criteria in RCW 49.44.140 and are not otherwise disclosed on Exhibit A.

**NOTICE OF REVISED CODE OF WASHINGTON SECTION
49.44.140:**

Any provision in this Agreement for assignment of my right, title, and interest in an invention to the Company does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work I perform for the Company.

3.4 Inventions Retained and Licensed. I have attached to this Agreement, as Exhibit A, a list describing all inventions that were made by me prior to my employment with the Company, that relate to the development, manufacture, marketing, or sale of a device or method related to lung volume reduction, and that are not assigned to the Company under this Agreement (collectively, "Prior Inventions"). If no list is attached or if no Prior Inventions are listed on Exhibit A, I represent that there are no Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine an invention owned by me or in which I have an interest, the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell the invention without restriction of any kind.

3.5 Third Party Inventions. I will not incorporate any original work of authorship, development, concept, improvement, or trade secret owned, in whole or in part, by any third party, into any Company invention without the Company's prior written permission.

3.6 Marketing of Company Inventions. The decision whether or not to commercialize or market any Company invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit. Neither the Company nor any other entity will pay me a royalty as a result of the Company's efforts to commercialize or market any Company invention.

3.7 Inventions Assigned to the United States. I will assign to the United States government all of my right, title, and interest in and to all Company Inventions whenever the full title is

3. INVENTIONS

3.1 Inventions Defined. "Inventions" means inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, know-how, trademarks, and trade secrets, whether or not patentable or registrable under

required to be assigned to the United States government by a contract between the Company and the United States government or any of its agencies.

3.8 Maintenance of Records. I will keep and maintain adequate and current written records of all Company Inventions. These records will be in the form of notes, sketches, drawings, laboratory notebooks, and any other format that may be specified by the Company. At all times, the records will be available to the Company, and remain the sole property of the Company.

3.9 Further Assurances. I will assist the Company, or its designee, at the Company's expense, in every proper way to secure and protect the Company's rights in Company Inventions and any related copyrights, patents, mask work rights, or other intellectual property rights in any and all countries. I will disclose to the Company all pertinent information and data. I will execute all applications, specifications, oaths, assignments, and all other instruments that the Company deems necessary in order to apply for and obtain these rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to Company Inventions, and any related copyrights, patents, mask work rights, or other intellectual property rights. My obligation to execute or cause to be executed, when it is in my power to do so, any instrument or papers will continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Company Inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact. Accordingly, the Company may act for and in my behalf to execute and file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations with the same legal force and effect as if executed by me.

14. GENERAL PROVISIONS

14.1 Governing Law and Consent to Personal Jurisdiction. The internal laws of the state of Washington, but not the choice of law rules of the state of Washington, govern this Agreement. I expressly consent to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

14.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter of this Agreement. This Agreement supersedes all prior discussions between us. No modification of this Agreement or amendment to it, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

14.3 Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

14.4 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

UPTAKE MEDICAL CORP.

By: [Signature]

Title: CEO

Date: 5-11-05

SHELDON LEE

By: [Signature]

Title: General Counsel & VP of HR

Date: 5-16-05

Exhibit A
LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
-------	------	---

Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

Exhibit B

CONFLICT OF INTEREST GUIDELINES

It is the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Employees must not reveal Confidential Information to outsiders or misuse Confidential Information. Unauthorized divulging of Confidential Information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employee Agreement elaborates on this principle and is a binding agreement.)

2. Employees must not accept or offer substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Employees must not participate in civic or professional organizations that might involve divulging Confidential Information.

4. Employees must not initiate or approve personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Employees must not initiate or approve any form of personal or social harassment of employees.

6. Employees must not invest or hold outside directorship in suppliers, customers, or competing companies,

including financial speculations, where their investment or directorship might influence in any manner a decision or course of action of the Company.

7. Employees must not borrow from or lend to other employees, customers, or suppliers.

8. Employees must not acquire real estate of interest to the Company.

9. Employees must not improperly use or disclose to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Employees must not unlawfully discuss prices, costs, customers, sales, or markets with competing companies or their employees.

11. Employees must not make any unlawful agreement with distributors with respect to prices.

12. Employees must not improperly use or authorize the use of any inventions that are the subject of patent claims of any other person or entity.

13. Employees must not engage in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in the immediate termination of employment or independent contractor relationship without warning.

Exhibit C

TERMINATION CERTIFICATE

I certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company.

I further certify that I have complied with all the terms of the Company's At-Will Employee Agreement ("Agreement") signed by me, including the reporting of any inventions and original works of authorship, conceived or made by me (solely or jointly with others) covered by the Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes,

know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I further agree that for a period of one year from this date, I will not engage in any of the activities prohibited by Section 10 of the Agreement including, without limitation, competition with the Company in the "Geographic Area" defined in Section 10.2 of the Agreement, and solicitation of employees, customers, vendors, consultants, collaborators, agents, and contractors of the Company.

Signature of Employee: _____

Print Name of Employee: _____

Date: _____