

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6106605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROGER CALUYA	07/28/2018
MARTIN JOSEPH CRNKOVICH	05/05/2017
BERT D. EGLEY	10/05/2016
DAVID CHARLES GRIFFITH JR.	01/29/2019
ROLAND LEVIN	10/19/2016
HOUSSEIN NASSERI	11/02/2016
KULWINDER S. PLAHEY	06/12/2018
DAVID YUDS	10/14/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Fresenius Medical Care Holdings, Inc.
<b>Street Address:</b>	920 Winter Street
<b>Internal Address:</b>	
<b>City:</b>	Waltham
<b>State/Country:</b>	MA
<b>Postal Code:</b>	02451-1457
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16820153
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)769-7945
<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>	+1 (512) 226-8143
<b>Email:</b>	apsi@fr.com
<b>Correspondent Name:</b>	PARVIN GHANE
<b>Address Line 1:</b>	FISH & RICHARDSON P.C.
<b>Address Line 2:</b>	P.O.BOX 1022
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022
<b>ATTORNEY DOCKET NUMBER:</b>	18196-0248002
<b>NAME OF SUBMITTER:</b>	LAKEISHA BRYANT

PATENT

<b>SIGNATURE:</b>	/Lakeisha Bryant/
<b>DATE SIGNED:</b>	05/14/2020
<b>Total Attachments: 14</b> source=18196-0248xxx-Assignment#page1.tif source=18196-0248xxx-Assignment#page2.tif source=18196-0248xxx-Assignment#page3.tif source=18196-0248xxx-Assignment#page4.tif source=18196-0248xxx-Assignment#page5.tif source=18196-0248xxx-Assignment#page6.tif source=18196-0248xxx-Assignment#page7.tif source=18196-0248xxx-Assignment#page8.tif source=18196-0248xxx-Assignment#page9.tif source=18196-0248xxx-Assignment#page10.tif source=18196-0248xxx-Assignment#page11.tif source=18196-0248xxx-Assignment#page12.tif source=18196-0248xxx-Assignment#page13.tif source=18196-0248xxx-Assignment#page14.tif	

### ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, we, ROGER CALUYA, MARTIN JOSEPH CRNKOVICH, BERT D. EGLEY, DAVID CHARLES GRIFFITH JR., ROLAND LEVIN, HOUSSEIN NASSERI, KULWINDER S. PLAHEY, and DAVID YUDS, each individually assign to FRESENIUS MEDICAL CARE HOLDINGS, INC., a corporation formed under the laws of New York and having a principal place of business at 920 Winter Street, Waltham, MA 02451-1457, and its successors, transferees, and assignees (collectively the "Assignee"), all of our individual and joint right, title, and interest throughout the world in the subject matter (the "Subject Matter") of a patent application that names us as inventors, is titled "RESOURCE-GENERATING DIALYSIS SYSTEM," and was filed in the United States Patent and Trademark Office on October 4, 2016, as application 15/284,664 (the "Application").

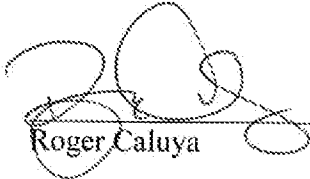
This Assignment assigns (a) the Application and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country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

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

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

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

declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

  
\_\_\_\_\_  
Roger Caluya

DATE: 7/28/2018

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

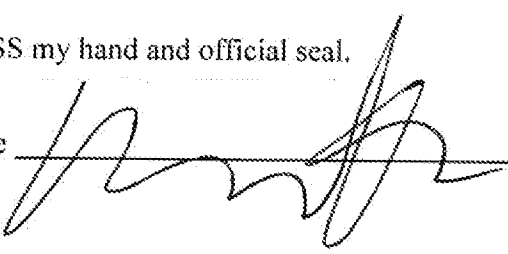
State of California  
County of Alameda

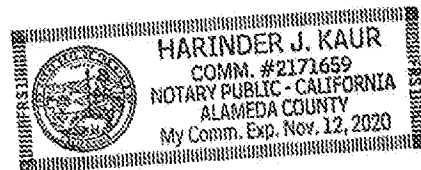
On July 28<sup>th</sup>, 2018 before me, Harinder J. Kaur Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 



Martín Joseph Crnkovich DATE: May 5, 2017  
Martin Joseph Crnkovich

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State of California  
County of Contra Costa

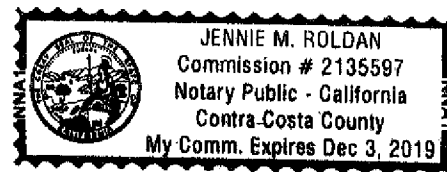
On May 5, 2017 before me, Jennie Roldan, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jennie Roldan



Bert D. Egley  
Bert D. Egley

DATE: 10-5-16

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State of California  
County of Contra Costa

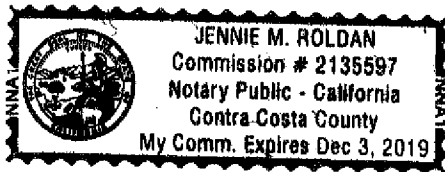
On October 5, 2016 before me, Jennie Roldan, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jennie Roldan





Roland Levin

DATE: 10-19-2016

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State of California

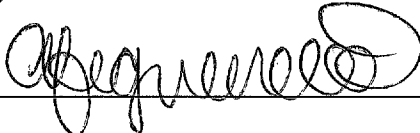
County of Contra Costa

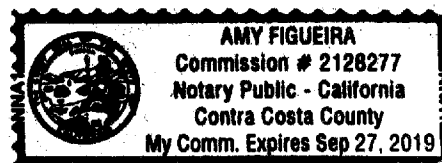
On October 19, 2016 before me, Amy Figueira, Notary Public  
(insert name and title of the officer)


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

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

WITNESS my hand and official seal.

Signature 



  
Houssein Nasser

DATE: 11-2-16

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

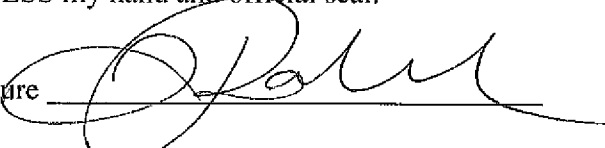
State of California  
County of Contra Costa

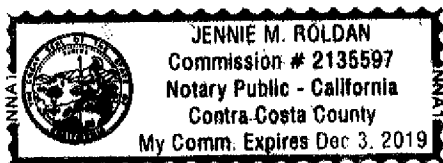
On November 2, 2016 before me, Jennie M. Roldan, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 





Kulwinder S. Plahey

DATE: 6/12/2018

Kulwinder S. Plahey

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State of California

County of Contra Costa

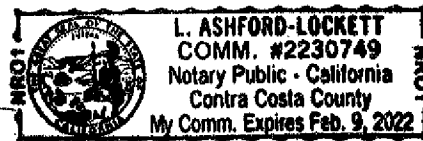
On June 12, 2018 before me, Lashford Lockett  
(insert name and title of the officer)

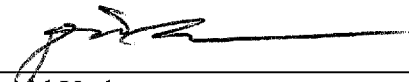
personally appeared Kulwinder S. Plahey  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature L. Ashford Lockett



  
David Yuds

DATE: 10/14/16

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

State of California  
County of Contra Costa

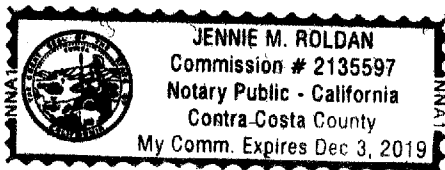
On October 14, 2016 before me, Jennie Roldan, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 





**DECLARATION BY ELIJAH E. COCKS**

1. I, Elijah E. Cocks, am presently Associate General Counsel for Global Intellectual Property at Fresenius Medical Care North America (FMCNA). I am a licensed attorney in Massachusetts and registered as a patent attorney with the US Patent and Trademark Office.
2. I am familiar with the subject matter of US Patent Application No. 15/284,664, entitled "Resource-Generating Dialysis System" filed on 04 October 2016 (Publication No. US 2017/0189597) and that claims priority to US Provisional Patent Application No. 62/273,724 filed 31 December 2015, all filed by applicant Fresenius Medical Care Holdings, Inc. (d/b/a Fresenius Medical Care North America) (collectively, "the patent application").
3. I am aware of multiple attempts to reach inventor David Charles Griffith, Jr. ("David Griffith") that have been made since he ceased employment with FMCNA on 15 January 2016, including requests for David Griffith to execute documents in connection with the patent application. No response has been received to date.
4. Attached as Exhibit A is a Declaration by Eric Bergman, who was the manager of David Griffith while he was employed at FMCNA, concerning David Griffith's employment at FMCNA and the circumstances of his contributions to the subject matter of the patent application.
5. Attached as Exhibit B are copies of portions of the FMCNA Patent Awards Policy (COR-HR-0-0-003-203A) (effective 10/25/2015) and the FMCNA Intellectual Property Policy (CQSM100000-51) (effective 10/05/2011) (collectively, the "FMCNA IP Policies").
6. As made clear in the FMCNA IP Policies, all FMCNA employees' work-related inventions, made in the ordinary course of business, in the business interests of FMCNA or developed using FMCNA resources, are owned by FMCNA or its associated companies.
7. Based on the facts set forth in the Declaration by Eric Bergman (Exhibit A) and in the FMCNA IP Policies (Exhibit B), it is my opinion that any and all of David Griffith's right, title and interest in the patent application, and any of the subject matter thereof, belong to FMCNA.
8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements are made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Respectfully submitted,

Date: 29 JAN 2019

Ely E. Cocks  
Elijah E. Cocks

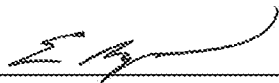


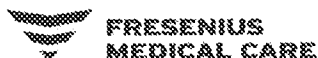
DECLARATION BY ERIC BERGMAN

1. I, Eric Bergman, PhD, am presently Director of Human Factors Engineering in the Global Research & Development (GRD) division of Fresenius Medical Care North America (FMCNA).
2. David Charles Griffith, Jr. ("David Griffith") is one of the identified inventors on US Patent Application No. 15/284,664, entitled "Resource-Generating Dialysis System" filed on 04 October 2016 (Publication No. US 2017/0189597) and that claims priority to US Provisional Patent Application No. 62/273,724 filed 31 December 2015, all filed by applicant Fresenius Medical Care Holdings, Inc. (d/b/a Fresenius Medical Care North America) (collectively, "the patent application").
3. I was David Griffith's manager while he was employed by FMCNA at our Concord, CA site from 12 January 2015 to 15 January 2016.
4. David Griffith reported to me as a Human Factors Coordinator responsible for supporting Human Factors Engineering activities including preparation and support for studies, management of human factors related documentation, technology support for the human factors lab, and more.
5. As best understood by me, David Griffith was part of a team of FMCNA employees that conceived and developed the subject matter of the patent application, and David Griffith's contributions to the subject matter of the patent application were made within the scope of his employment at FMCNA.
6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements are made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Respectfully submitted,

Date: 1/29/2019

  
Eric Bergman



## Policy

## Human Resources

## Patent Awards

## Introduction

Rapid innovation and technological leadership, in our chosen markets, are vital to the success of FMCNA, and a key source of our competitive advantage.

This objective of this policy is to provide an award to each employee/inventor for the filing and grant of a new regular, utility and design patent, assigned to an FMCNA legal entity.

These awards are complementary and do not constitute payment for any invention or work done, in the normal course of business. Such work is fully compensated to all employees through their salary.

**Note:** All employees work-related inventions, made in the ordinary course of business, are owned by FMCNA or its associated companies. This policy in no way obligates FMCNA to file or continue prosecution of any particular patent.

## Eligibility

All Fresenius Medical Care employees who are:

- In North America and,
- Currently employed or retired,

as of the date of the award payments, are eligible to receive the Application and Patent Awards.

## Award Criteria

Criteria for receipt of awards are:

- Application awards will be given for original disclosures accepted for new patent application filing and for continuation-in-part (CIP) applications (applications that include newly developed material).
- Patent awards will be given for each patent issuing in the country of origin, even if multiple patents issue from a single application.

## Ineligible Award Criteria

Awards will not be given in the following circumstances:

- Application awards will not be given for continuation applications (containing no new material).
- No award will be given for foreign counterparts of patents or applications.

*Continued on next page*

DOCUMENT NUMBER	REPLACES POLICY DATED	ISSUE DATE	EFFECTIVE DATE
COR-HR-0-003-203A	9/1/2009	10/21/2015	10/25/2015
Patent Awards Policy			Page 1 of 5

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HUMAN RESOURCES POLICIES, PROCEDURES AND FORMS DO NOT CREATE AN EXPRESSED OR IMPLIED CONTRACT BETWEEN FRESENIUS AND ANY OF ITS EMPLOYEES. Fresenius reserves the right to terminate employment at any time, with or without notice or procedure, for any reason. Fresenius reserves the right to modify these policies, procedures, and forms, amend or terminate any policies, procedures, forms, or employee benefit programs.



# Fresenius Medical Care

**Policy**  
**Intellectual Property**  
**Level I**

**Procedure No.: CQSM100000-51**  
**Rev.: B**  
**Page: 1 of 11**

Process Owner - Intellectual Property

## 1.0 PURPOSE

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

## 2.0 SCOPE

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

## 3.0 REFERENCE DOCUMENTS

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

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

## 4.0 STATEMENT OF POLICY

### 4.1 Patents, Trademarks, Copyrights and Trade Secrets

#### 4.1.1 Policy:

- 4.1.1.1 The technological content of FMCNA product lines, services, hardware and software imposes a high degree of reliance on internally generated inventions, designs and clinical ingenuity. To provide us the maximum benefit from the results of this effort, it is our policy to vigorously pursue the opportunities available to us to protect our intellectually property, including Patents, Trademarks, Copyrights and Trade Secrets.
- 4.1.1.2 In particular, it is the FMCNA policy to maintain our freedom to manufacture and sell important inventions, developments and improvements embodied in our products and services throughout the world and prevent others from unlawfully copying our efforts. For each technological innovation, this freedom can be fostered by acquiring patents; by publication of the invention; by copyright; or by keeping it a trade secret.

EFFECTIVE

**4.2.4 License Offers from outsiders:**

- 4.2.4.1 Technology offered to the Company by outsiders can result in legal complications if, for example, similar independently created ideas are contemplated or are in progress at FMCNA or FME (Europe). As soon as offers of unpatented inventions are identified they must immediately, without further perusal, be referred to the IP Department for handling.

**4.2.5 Disclosure of Patentable Ideas:**

- 4.2.5.1 The manager of the IP Department or his designee must be consulted prior to the release of information which discloses any unpatented or patent invention. A non-confidential disclosure of a patentable invention idea to a person or organization outside the Company prior to the application of a patent can result in a loss of patent rights in the United States and most non-U.S. jurisdictions. This is true not only for technical presentations but also for sales literature and advertisements. Moreover, a shipment of a product embodying patentable subject matter is equivalent to a disclosure upon receipt by a customer, even if that customer never recognizes the presence of the idea/invention.

**4.2.6 Claims of Patent Infringement:**

- 4.2.6.1 All matters relating to potential infringement by FMCNA of other parties patents or infringement by others of FMCNA or FME patents are to be referred to the IP Department for evaluation and action.

**4.2.7 Release to Employees:**

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

Revision History

Rev	Release Date	Effective Date	Originator	Change #	Description of Change	Approval
00	08/01/08	08/01/08	J. Siegel	24821	Initial Release	A. Santiago
A	08/11/11	08/11/11	P.Patel / K. Borneman	CN040315	Administrative changes only. Removed Printed date/time stamp. Updated Revision History table format.	B. Angus
B	09/22/11	10/05/11	J. Siegel	CN040804	Minor formatting and grammatical corrections throughout. Added Process Owner.	R. Marchand

EFFECTIVE