

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6146627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GARY M. COUTURE	12/06/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VALLEYLAB INC.
<b>Street Address:</b>	5920 LONGBOW DRIVE
<b>City:</b>	BOULDER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16897523
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	303-530-6138
<b>Email:</b>	rs.patents.two@medtronic.com, dglaser@carterdeluca.com, docket@carterdeluca.com
<b>Correspondent Name:</b>	COVIDIEN LP ATTN: IP LEGAL
<b>Address Line 1:</b>	5920 LONGBOW DRIVE
<b>Address Line 2:</b>	MAIL STOP A36
<b>Address Line 4:</b>	BOULDER, COLORADO 80301-3299
<b>ATTORNEY DOCKET NUMBER:</b>	356701US01CON (-11093CON)
<b>NAME OF SUBMITTER:</b>	STEPHEN DILORENZO
<b>SIGNATURE:</b>	/Stephen DiLorenzo/
<b>DATE SIGNED:</b>	06/10/2020
<b>Total Attachments: 2</b>	
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source=01629146#page2.tif	

## EMPLOYEE AGREEMENT

This agreement between Valleylab Inc (hereafter termed "Employer") and myself supersedes all previous agreements, if any, between Employer and myself.

I recognize that in its business Employer has developed and/or acquired (sometimes from other parties for limited use, such as evaluation) commercially valuable technical and non-technical information. To guard the legitimate interests of Employer, or enable Employer to honor its contractual obligations, it is necessary for Employer to protect such information either by patents or by holding such information secret or confidential. I further recognize that the aforesaid information is vital to the success of Employer's business, and that through my activities I may become acquainted therewith, and may contribute thereto either through inventions, discoveries, improvements or otherwise.

In view of the above and in consideration of my employment, at a wage or salary, for such length of time as employment may continue, I agree as follows:

1. Unless I shall first secure Employer's written consent, I shall not disclose or use, except as required in my duties to Employer, at any time either during or subsequent to said employment, any secret or confidential information (including matters of a technical nature, such as "know-how," formulae, secret processes or machines, inventions, and research projects, and matters of a business nature, such as information about costs, profits, markets, sales, lists of customers, and any other information of similar nature to the extent not available to the public) belonging or entrusted, to Employer of which I become informed during said employment, whether or not developed by me, except as required in my duties to employer.
2. I agree to disclose immediately and fully to Employer any idea, discovery, invention, improvement, or design conceived, made or developed by me solely or jointly with others during the period of my employment with Employer, whether patentable or not and which relates in any manner to the actual or anticipated business, operations or research of Employer or its subsidiaries. I further agree that the entire right, title and interest in and to any such idea, discovery, invention, improvement, or design shall belong to Employer and that at the request of and without charge to Employer, but at Employer's expense, I will execute a written assignment of the same to Employer and will assign to Employer any application for letters patent or for trademark registration made thereon, and to any common law or statutory copyright therein, and that I will do whatever may be necessary or desirable to enable Employer to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.
3. This Agreement may be assigned by Employer as part of the sale of Employer's entire business, or to a subsidiary or affiliate of Employer, or transferred by operation of law. I agree that if I am transferred to a subsidiary or affiliate of Employer, or from one such subsidiary to another, all the terms and conditions of this Agreement shall obtain between such subsidiary or affiliate and myself with the same force and effect as if said Agreement had been made with such subsidiary or affiliate in the first instance.
4. Upon termination of said employment, I shall promptly deliver to Employer all drawings, blueprints, manuals, letters, notes, notebooks, reports, and all other materials of a secret or confidential nature relating to Employer's business and which are in the possession of or under my control.

During the course of my employment, it may become necessary that I be entrusted with company property. By accepting the custody or consignment of such company property, I accept responsibility to account for, and at the request of company to return, same to the company. Further, upon my termination of employment I agree to immediately return all such property to the company, or upon my failure to return such, I agree that the company may deduct the cost of such property from any amount(s) due to me upon my termination and further, I agree to immediately reimburse the company for any amount still owing to the company on account of such property.

IN TESTIMONY WHEREOF, I hereunto affix my hand at Valleylab Inc, Boulder, Colorado, this 6 day of December, 1999.

Employee signature:

Kerry M. Cantano

Witness signature:

A. D. Selby

revised 7/94

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