

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANSHENG ZHOU	06/21/2018
DARYUSH AGAHI	04/27/2004
RECEIVING PARTY DATA	
Name:	ALCON RESEARCH, LTD.
Street Address:	6201 SOUTH FREEWAY
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16661157
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>	
Email:	patent.docketing@alcon.com
Correspondent Name:	ALCON
Address Line 1:	6201 SOUTH FREEWAY
Address Line 4:	FORT WORTH, TEXAS 76134
ATTORNEY DOCKET NUMBER:	PAT058120
NAME OF SUBMITTER:	KELLY BRYANT
SIGNATURE:	/Kelly Bryant/
DATE SIGNED:	10/14/2020
Total Attachments: 10	
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ASSIGNMENT

This Assignment Agreement is entered into by and between **JIANSHENG ZHOU**, c/o Alcon Research, Ltd., 20511 Lake Forest Drive, Lake Forest, CA 92630, a citizen of The United States of America (hereinafter "Inventor(s)"), and **ALCON RESEARCH, LTD.**, 6201 South Freeway, Fort Worth, TX 76134, a company organized under the laws of the State of Delaware.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I/We the Inventor(s) do hereby confirm and agree that, by operation of law and/or contract, and/or by the fulfillment of any and all legal requirements regarding the transfer of employee inventions in my/our country of employment, ALCON RESEARCH, LTD. is the true and lawful owner of all right, title and interest in all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

If, however, under the laws of any country, I/We the Inventor(s) nevertheless have any ownership right, title or interest in any of the items described herein (which I/We do not believe to be the case and make no claim in or to), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I/We the Inventor(s) do hereby sell, assign and transfer to ALCON RESEARCH, LTD. and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of our right, title and interest for all countries of the world in and to

(1) all of our inventions and discoveries described in the provisional or non-provisional patent, utility model, or other application(s) entitled

METHODS OF SOLENOID VALVE CONTROL OPTIMIZATION

and filed in the United States Patent and Trademark Office on December 10, 2018 and accorded Application Number 62/777,406 and/or filed as a PCT International Application on _____, 20____ and accorded International Patent Application Number PCT/_____; and/or filed in the United States Patent and Trademark Office on October 23, 2019 and accorded Application Number 16/661,157;

(2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s);

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees or in our/my name, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs (1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by me/us if this sale, assignment and transfer had not been made.

I/We the Inventor(s) hereby authorize ASSIGNEE and their representatives to insert in paragraph (1) of this Assignment the filing date(s) and Application Number(s) of said patent, utility model, or other application(s) when notified thereof.

I/We the Inventor(s) hereby covenant and agree that I/We will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property

office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE.

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

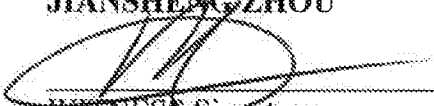
This Assignment shall be governed by the laws of State of Delaware.

This Assignment is effective as from the earliest priority date as stated above.

Executed this 21 day of June, 2018.



JIANSHENG ZHOU



WITNESS Signature

MARC MESTOR

WITNESS Printed Name

Executed this 3rd day of July, 2018.

ALCON RESEARCH, LTD.

BY 

KELLY BRYANT
Authorized Signatory

NON-DISCLOSURE AGREEMENT
ALCON RESEARCH, LTD.

1. Introduction

Alcon Research, Ltd. and its affiliates (collectively referred to herein as "Alcon") are involved in a very research intensive, highly competitive business. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Definitions

The term "PROPRIETARY INFORMATION" includes but is not limited to, any and all discoveries, inventions, designs, models, technical improvements, modifications, or changes related to pharmaceutical preparations, medical products, surgical devices, artificial lenses, contact lens care products and cosmetics. In the broadest sense the term PROPRIETARY INFORMATION is defined as any formula, pattern, device or compilation of information used in Alcon's business which is not generally known, whether patentable or unpatentable, and which may give Alcon an opportunity to obtain an advantage over competitors who do not know or use it.

The term PROPRIETARY INFORMATION also encompasses all types of trade secrets capable of providing Alcon a competitive advantage. Some examples of trade secrets are confidential technical knowledge, manufacturing techniques, formulae, know-how, information regarding the manufacture, formulation, packaging, components and quality control related to products of Alcon, and commercial secret information such as financial information of Alcon plans, customer lists, pricing policies and procedures, marketing data, product data, etc.

3. Employee Obligations

[REDACTED]

[REDACTED]

[REDACTED]

In consideration of, and as part of the terms of employment of Employee by Alcon, at a wage or salary already agreed to and for such length of time as the employment shall continue, but without limitation on either Alcon or the Employee to terminate the employment, the parties agree as follows:

a. [REDACTED]

b. Employee will promptly report to Alcon any and all discoveries of any nature whatsoever, conceived or made by employee, either singly or jointly with others, which: (1) relate to Employee's field of employment at Alcon, or (2) relate to a field of interest to Alcon, or (3) are conceived or made in whole or in part using Alcon facilities. All such discoveries, whether patentable or unpatentable, shall be the sole and exclusive PROPRIETARY INFORMATION and property of Alcon. Nothing herein shall be deemed to require Alcon to use, register in any fashion, or file patent applications for any such PROPRIETARY INFORMATION.

4. Assignment Clause

Employee hereby assigns to Alcon Research, Ltd. or its designated affiliate, and agrees that such entity shall be the owner of, PROPRIETARY INFORMATION, including inventions and discoveries, improvements and devices, whether patentable or unpatentable,

which are: (1) conceived or developed by Employee, either alone or with others, in whole or in part, during the course of Employee's employment by Alcon; or (2) conceived or developed by Employee subsequent to termination of his/her employment by Alcon as a result of specific knowledge gained from employment at Alcon, provided that such PROPRIETARY INFORMATION relates to Employee's field of employment at Alcon and/or fields of interest to Alcon; or (3) conceived or made in whole or part using Alcon facilities. The foregoing assignment does not apply to an invention that Employee develops entirely on his or her own time without using Alcon's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to Alcon's business, or actual or demonstrably anticipated research or development of Alcon; or (2) result from any work performed by Employee for Alcon.

Employee agrees to execute all necessary papers and/or documents presented for legally effectuating and recording the assignment made herein, whether during or subsequent to employment by Alcon. Employee also agrees to assist Alcon in the drafting of any description or specifications as may be required to protect the PROPRIETARY INFORMATION of Alcon.

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The foregoing obligations, as well as the obligations of Employee specified in Sections 3 and 4 hereof, shall survive the termination of this Agreement or Employee's employment with Alcon.

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. [REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

10. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof.

11. Governing Law

This Agreement is made and entered into and is to be performed in accordance with the laws of the State of Texas and shall be construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

12. Waiver

The parties hereto covenant and agree that a waiver by any party of a breach of any of the terms of this Agreement by any other party shall not be deemed a waiver of any subsequent breach of the terms of this Agreement. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13. Modification

No modification of the terms of this Agreement will be effective unless the modification is endorsed in writing by a Vice President of Alcon.

14. [REDACTED]

[REDACTED]

15. [REDACTED]

[REDACTED]

If the foregoing conditions are acceptable to you, please confirm your acceptance by signing and dating each of the two originals of this Agreement.

EMPLOYEE

Daryush Agahi
NAME

Daryush Agahi
SIGNATURE

27 / Apr / 04
DATE

ALCON RESEARCH, LTD.

Vicki Sheehan
NAME

Vicki Sheehan
SIGNATURE

4/27/04
DATE

AMENDMENT

I, the undersigned employee ("Employee"), acknowledge and accept the following amendment ("Amendment") to my Alcon *Non-Disclosure Agreement* or *Agreement* (whichever title is used in my agreement with Alcon covering invention assignments and non-disclosure obligations among other things; referred to hereafter as my "Agreement"):


Invention Assignments. The assignment obligations of my Agreement are amended and hereby limited in accordance with California Labor Code §2870 (a), which provides as follows:

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 that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer.

[REDACTED]

I understand that the definitions and defined terms used in my Agreement apply to and are incorporated into this Amendment, and that my Agreement continues and remains in effect subject only to those changes specifically provided for in this Amendment.

ACCEPTED AND AGREED:



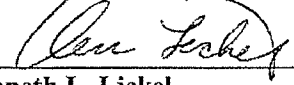
Employee's Signature

Date: 3/Jan/07

Daryush Agahi

Employee's Name Printed

Employee Number: 27481



Kenneth L. Lickel,
Vice President/General Manager,
Operations, Irvine

Date: 1-3-07