

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6372218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHRIS ESKILDSEN	12/23/2013
RECEIVING PARTY DATA	
Name:	THORATEC CORPORATION
Street Address:	6035 STONERIDGE DRIVE
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15870119
Application Number:	62445536
CORRESPONDENCE DATA	
Fax Number:	(650)326-2422
<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:	650-326-2400
Email:	lweaver@kilpatricktownsend.com
Correspondent Name:	NENA BAINS
Address Line 1:	KILPATRICK TOWNSEND AND STOCKTON LLP
Address Line 2:	1100 PEACHTREE STREET, SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	096205-021010US-1058724
NAME OF SUBMITTER:	LISA WEAVER
SIGNATURE:	/Lisa Weaver/
DATE SIGNED:	10/28/2020
Total Attachments: 9	
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T H O R A T E C
C O R P O R A T I O N

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In partial consideration and as a condition of my employment or continued employment with Thoratec Corporation, a California corporation (which together with any parent, subsidiary, affiliate, or successor is hereinafter referred to as the "Company" or "Thoratec"), and effective as of the date that my employment with the Company first commenced, I hereby agree as follows:

1. NONCOMPETITION

During my employment with the Company, I will perform for the Company such duties as it may designate from time to time and will devote my full time and best efforts to the business of the Company and will not, without the prior written approval of (i) an officer of the Company if I am not an executive officer of the Company or (ii) the Board of Directors of the Company if I am an executive officer of the Company, (a) engage in any other professional employment or consulting, or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer, or competitor of the Company.

2. THORATEC'S BUSINESS

The general line of business of the Company includes but is not limited to:

- (i) development, manufacture and sale of medical equipment, devices, apparatus and instrumentation relating to mechanical circulatory support, including without limitation ventricular assist devices and other chronic circulatory support devices, percutaneous heart pumps, and acute circulatory support devices;
- (ii) all equipment and items related to the above; and
- (iii) all matters which are recorded in the Company's records and notebooks.

3. CONFIDENTIALITY OBLIGATION

I will hold all Thoratec Confidential Information in confidence and will not disclose, use, copy, publish, summarize, or remove from Thoratec's premises any Confidential Information, except (a) as necessary to carry out my assigned responsibilities as a Thoratec employee, and (b) after termination of my employment, only as specifically authorized in writing by an officer of Thoratec. "Confidential Information" is all information related to any aspect of Thoratec's business which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company, whether of a technical nature or otherwise. Confidential Information includes computer programs, computer source code, inventions, discoveries, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets,

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secret procedures, works of authorship, developmental or experimental work, processes, techniques, methods, improvements, know-how, data, financial information and forecasts, product plans, marketing/ sales plans and strategies, regulatory strategy and information, employee information, employee compensation information and customer lists.

4. INFORMATION OF OTHERS

I will safeguard and keep confidential the proprietary information of customers, vendors, consultants, and other parties with which Thoratec does business to the same extent as if it were Thoratec Confidential Information. I will not, during my employment with the Company or otherwise, use or disclose to the Company any confidential, trade secret, or other proprietary information or material of any previous employer or other person, and I will not bring onto the Company's premises any unpublished document or any other property belonging to any former employer without the written consent of that former employer.

5. THORATEC PROPERTY

All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies, relating to Thoratec's business that I possess or create as a result of my employment with Thoratec, whether or not confidential, are the sole and exclusive property of Thoratec. In the event of the termination of my employment, I will promptly deliver all such materials to Thoratec and will sign and deliver to the Company the "Termination Certificate" attached hereto as Exhibit A.

6. OWNERSHIP OF INVENTIONS

All computer programs, computer source code, inventions, discoveries, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, developments, processes, techniques, improvements, and related know-how which result from work performed by me, alone or with others, on behalf of Thoratec or from access to Thoratec Confidential Information or property, whether or not patentable or copyrightable, (collectively "Inventions") shall be the property of Thoratec, and, to the extent permitted by law, shall be "works made for hire." I hereby assign and agree to assign to Thoratec or its designee, without further consideration, my entire right, title, and interest in and to all Inventions, other than those described in Paragraph 7 of this Agreement, including all rights to obtain, register, perfect, and enforce patents, copyrights, and other intellectual property protection for Inventions. I will disclose promptly and in writing to the individual designated by Thoratec or to my immediate supervisor all Inventions which I have made or reduced to practice. During my employment and for four years after, I will assist Thoratec (at its expense) to obtain and enforce patents, copyrights, and other forms of intellectual property protection on Inventions.

8. EXCLUDED INVENTIONS

Attached is a list of all inventions, improvements, and original works of authorship, which I desire to exclude from this Agreement, each of which has been made or reduced to practice by me prior to my employment by Thoratec. If no list is attached to this Agreement, there are no inventions to be excluded at the time of my signing of this Agreement. I understand that this Agreement requires disclosure, but not assignment, of any invention that qualifies under Section 2870 of the California Labor Code, which reads:

"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 in**PATENT** is 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:

- (a) 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
- (b) result from any work performed by the employee for the employer."

9. PRIOR CONTRACTS

I represent that there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employments, consultancies, or undertakings which would restrict or impair my performance of this Agreement.

10. NON-SOLICITATION

During the term of my employment by the Company, and for twelve (12) months thereafter, I shall not, directly or indirectly, without the prior written consent of the Company: (i) solicit or induce any employee of the Company to leave the employ of the Company; (ii) hire for any purpose any employee of the Company or any former employee who has left the employment of the Company within six months of the date of termination of such employee's employment with the Company.

11. AGREEMENTS WITH THE UNITED STATES GOVERNMENT AND OTHER THIRD PARTIES

I acknowledge that the Company from time to time may have agreements with other persons or with the United States Government or agencies thereof which impose obligations or restrictions on the Company regarding Inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

12. NO EMPLOYMENT AGREEMENT

All employment with Thoratec is at will. "Employment at will" means that I am free to terminate my employment at any time, for any reason or no reason at all, with or without cause and with or without notice. Similarly, Thoratec may terminate my employment at any time for any reason or no reason at all, with or without cause and with or without notice. I agree that my employment is at will and acknowledge that no one has the authority to promise me, either orally or in writing, anything to the contrary, unless it is done so specifically, and in writing, signed by the President of Thoratec and me.

13. MISCELLANEOUS

13.1 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding those laws that direct **PATENT** of the laws of another jurisdiction.

13.2 Enforcement

If any provision of this Agreement shall be determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement, shall be deemed valid, and enforceable to the full extent possible.

13.3 Injunctive Relief; Consent to Jurisdiction

I acknowledge and agree that damages will not be an adequate remedy in the event of a breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain, without posting bond, specific performance and preliminary and permanent injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. I hereby submit myself to the jurisdiction and venue of the courts of the State of California for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by first class mail, certified or registered, to my address as last appearing on the records of the Company.

13.4 Arbitration

I further agree that the Company, at its option, may elect to submit any dispute or controversy arising out of this Agreement for final settlement by arbitration conducted in Alameda County or San Francisco County in accordance with the then existing rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators shall be specifically enforceable and may be entered in any court having jurisdiction thereof.

13.5 Attorneys' Fees

If any party seeks to enforce its rights under this Agreement, by legal proceedings or otherwise, the non-prevailing party shall pay all costs and expenses of the prevailing party.

13.6 Binding Effect; Waiver

This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives, and assigns of the parties. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

13.7 Headings

The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

13.8 Entire Agreement; Modifications

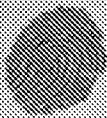
This Employee Confidential Information and Inventions Agreement contains the entire agreement between the Company and the undersigned employee concerning the subject matter hereof and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings, and agreements, whether oral or written, respecting that subject matter. All modifications to this Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

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Electronic Signature

Filling in the following information will constitute your eSignature and will have the same legal impact as signing a printed version of this document.



Password Verified



Name: *Chris Eskildsen*
Date: 12/23/13 (m/d/yyyy)
Signature ID: 9112L9W64-3D30YLQES

Filling in the following information will constitute your eSignature and will have the same legal impact as signing a printed version of this document.



Password Verified



Name: *Nicole Marie*
Date: 12/23/13 (m/d/yyyy)
Signature ID: 73UA10AJ5-6FJF60YLE

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IN WITNESS WHEREOF, I have executed this document as of the 23rd
day of December, 2013

Employee

RECEIPT ACKNOWLEDGED:

THORATEC CORPORATION

By: rmarie_____

SCHEDULE 7

(Excluded Inventions, Improvements, and
Original Works of Authorship)

<u>Title</u>	<u>Date</u>	<u>Identifying Number Or Brief Description</u>
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EXHIBIT A

Thoratec Corporation

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including reproductions of any of the aforementioned items, belonging to Thoratec Corporation, its subsidiaries, affiliates, successors, or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Inventions Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Confidential Information and Inventions Agreement, I will hold in confidence and will not disclose, use, copy, publish, or summarize any Confidential Information (as defined in the Company's Confidential Information and Inventions Agreement) of the Company or of any of its customers, vendors, consultants, and other parties with which it does business.

Date: _____

Employee's Signature

Type/Print Employee's Name

California Labor Code § 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

- (a) 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:

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- (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.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Added Stats 1979 ch 1001 § 1; Amended Stats 1986 ch 346 § 1.