

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6546476

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JAMES KEHOE	08/17/2014
RECEIVING PARTY DATA		
Name:	EMBO MEDICAL LTD.	
Street Address:	UNIT 4, BUSINESS INNOVATION CENTRE	
Internal Address:	NATIONAL UNIVERSITY OF IRELAND	
City:	GALWAY	
State/Country:	IRELAND	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16638667	
CORRESPONDENCE DATA		
Fax Number:	(937)449-6405	
<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:	9374496400	
Email:	daytonipdocket@dinsmore.com	
Correspondent Name:	DINSMORE & SHOHL LLP	
Address Line 1:	ONE SOUTH MAIN ST.	
Address Line 2:	FIFTH THIRD CENTER, SUITE 1300	
Address Line 4:	DAYTON, OHIO 45402	
ATTORNEY DOCKET NUMBER:	CRB 0170 PA/53516-746	
NAME OF SUBMITTER:	KATHERINE GHEARING	
SIGNATURE:	/Katherine Ghearing/	
DATE SIGNED:	02/11/2021	
Total Attachments: 9		
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Contract of Employment

Embo Medical Ltd

And

James Kehoe

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Page 1

Parties:

Employee: James Kehoe, Clevedon House, Strawberry Beds, Chapelizod, Dublin 20

Employer: Embo Medical Ltd, Unit 4 Business Innovation Centre, National University of Ireland, Galway, Ireland (hereinafter called "the Company")

Dear James,

We would like to take this opportunity to welcome you to the Company. This statement sets out the terms and conditions of your employment.

Employment Details

You will be employed by Embo Medical Ltd

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

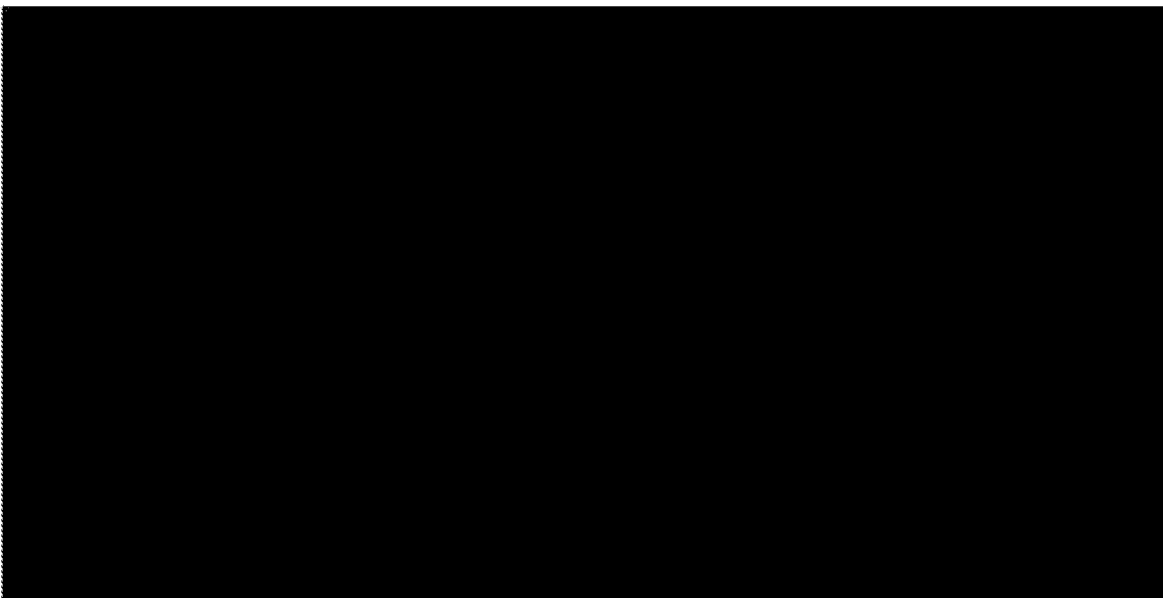
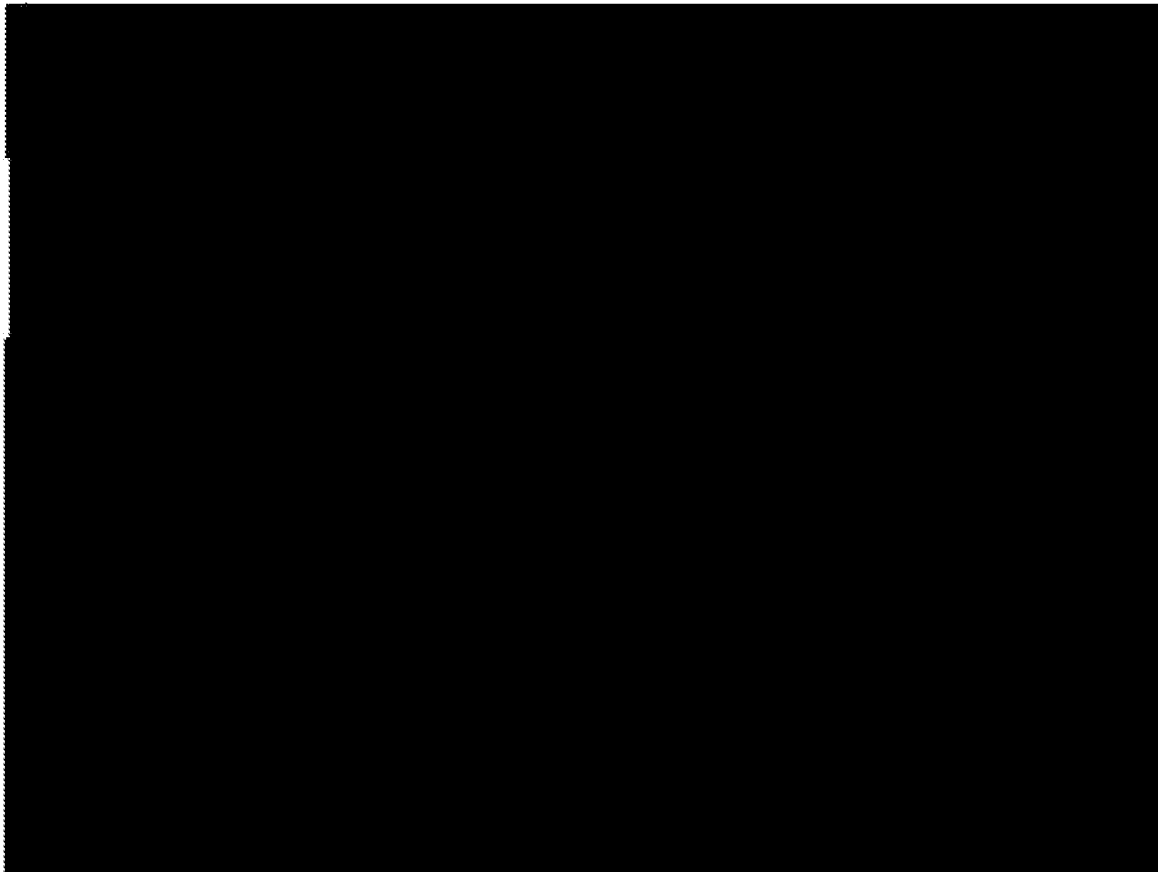
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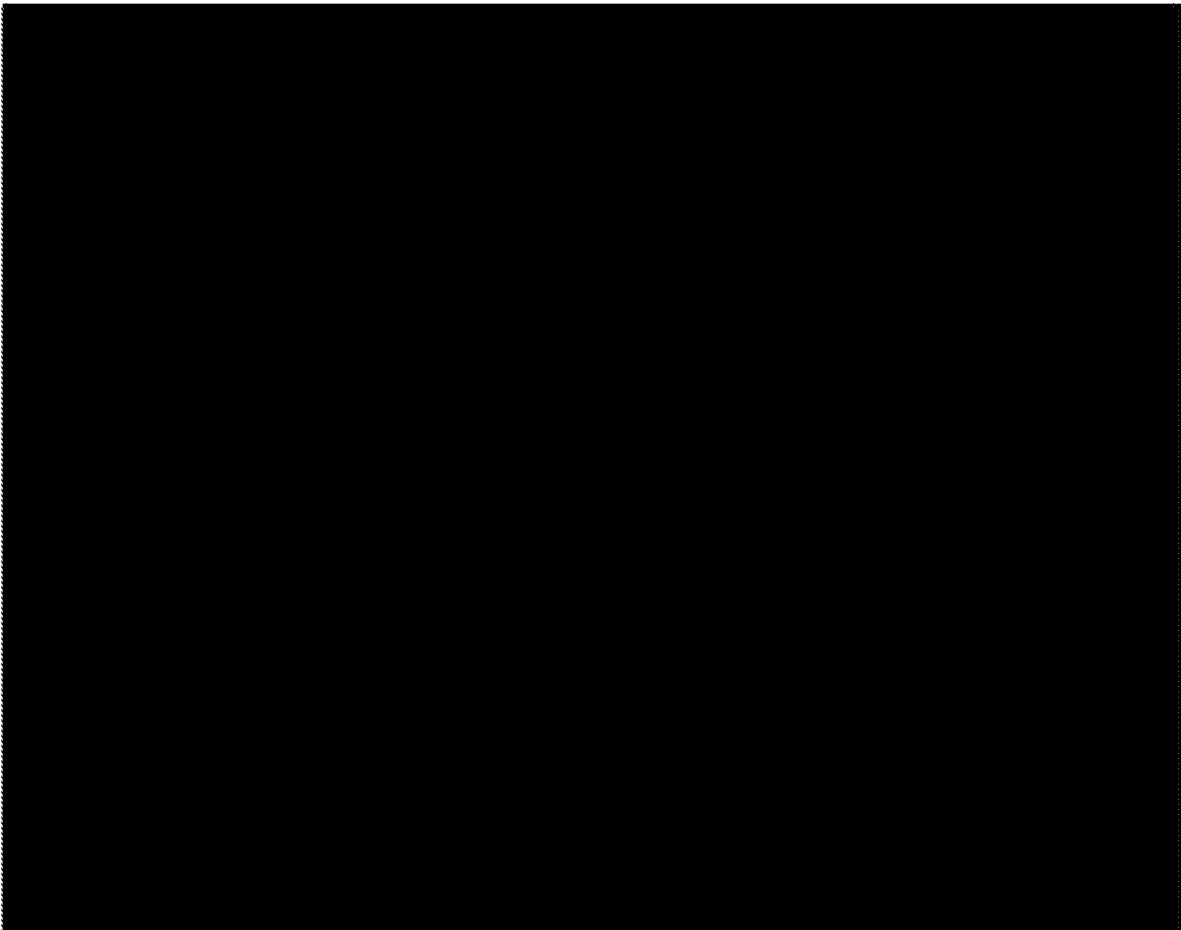
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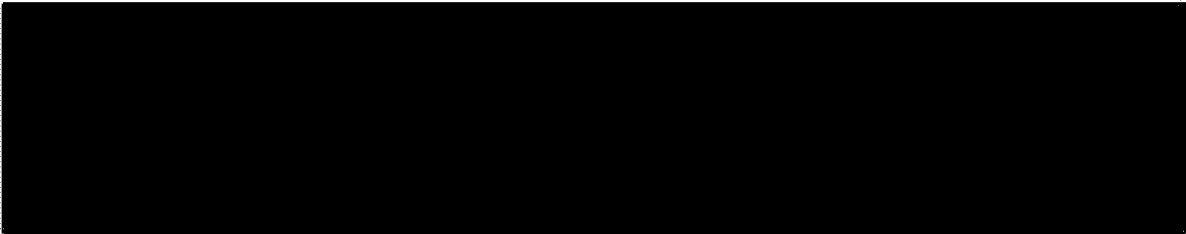
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Page 2





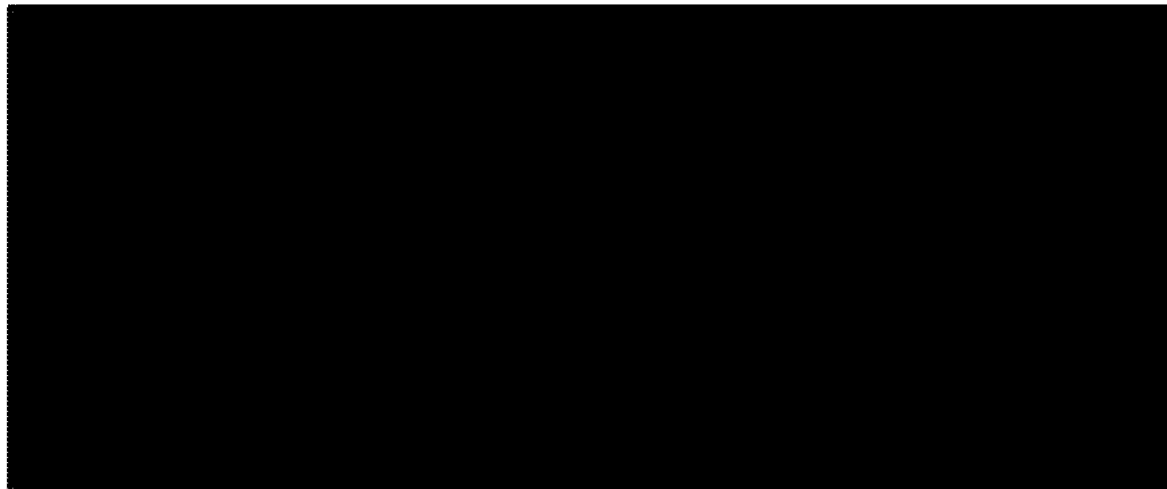
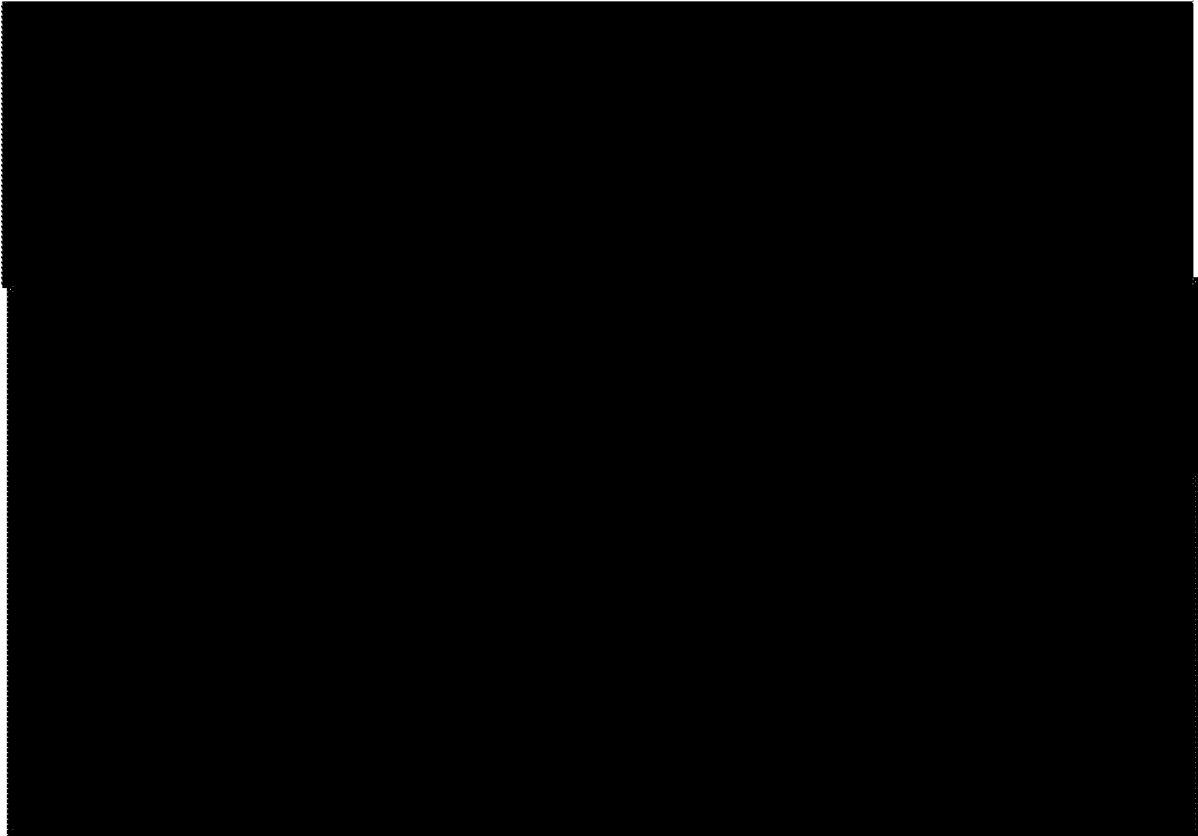
Intellectual Property Rights

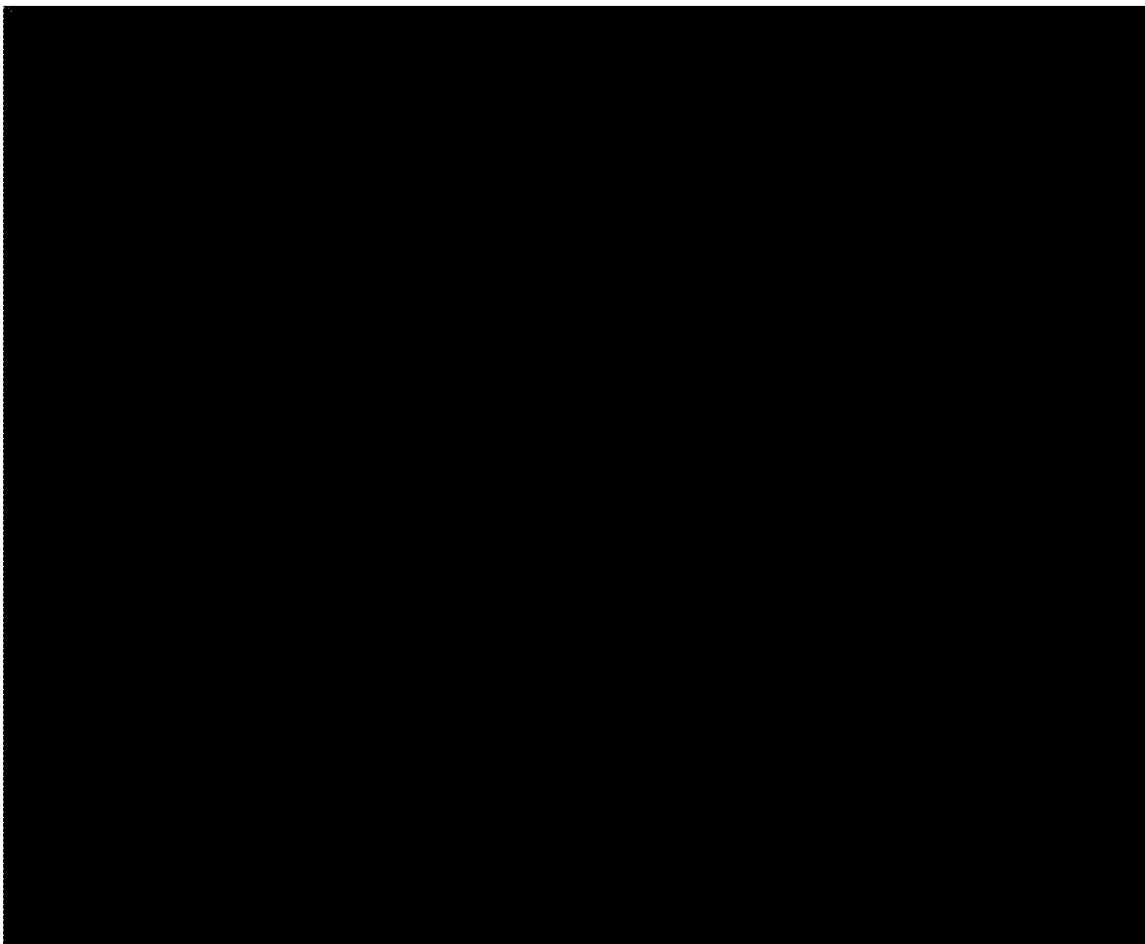
- a) You acknowledge that any discovery or invention or secret process or improvement in procedure or other intellectual property made or developed by you during the term of your employment with the Company in connection with or in any way affecting or relating to the business of the Company or the Group will be the absolute property of the Company.
 - b) You agree that, if and whenever required so to do, you will, at the expense of the Company, apply for letters patent or other similar protection as the Company deems necessary for any such intellectual property and execute and do such instruments and things as the Company deems necessary in connection with such application as may be necessary to vest title to such letters patent or other protection in the Company or its nominee.
 - c) You hereby appoint the Company to be your attorney in your name and on your behalf to execute and do any such instruments or things and generally to use your name for the purpose of giving to the Company or its nominees the full benefit of these provisions.
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Page 4





Acceptance

Please confirm your acceptance of these terms and conditions by signing below and returning this copy of the contract to us by Monday, August 18th 2014.

Embo Medical Ltd would like to take this opportunity once again to welcome you on board, and wish you every success in your new position.

Signed: James Kehoe
James Kehoe

Date: 17 Aug 2014

Signed: Wayne Allen
Wayne Allen
For Embo Medical Ltd

Date: 18th August 2014

Page 6

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Docket No. CRB 0170 PA/53516-746

PATENT

CERTIFICATE OF EFS ELECTRONIC TRANSMISSION

I hereby certify that this paper is being transmitted to the United States Patent Office by the USPTO EFS web electronic filing system on February 11, 2021.

/Bethany R. Lahmann/

Bethany R. Lahmann, Reg. No. 74,013

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Application of:

Applicant	:	CLEARSTREAM TECHNOLOGIES LIMITED
Inventors	:	James Kehoe et al.
Serial No.	:	16/638,667
Filed	:	February 12, 2020
Title	:	AN IMPLANT SYSTEM COMPRISING A DELIVERY WIRE ASSEMBLY AND AN IMPLANT
Docket	:	CRB 0170 PA/53516-746
Examiner	:	N/A
Art Unit	:	N/A

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION UNDER 37 C.F.R. 1.132

Dear Commissioner:

I, Bethany R. Lahmann, do hereby declare as follows:

1. I, a registered patent attorney, filed the above-identified application, on February 12, 2020 on behalf of Applicant Clearstream Technologies Limited.
2. The inventors of the subject matter claimed in the above-identified application are James Kehoe, Dónal McDonagh, and John O'Shea. Assignment documents from Dónal McDonagh and John O'Shea to Clearstream Technologies Limited are submitted separately.
3. On February 19, 2020, after requesting an assignment document from each inventor, I was informed by Associate General Counsel Jacqueline Daspit that inventor James Kehoe is unable or unwilling to execute formal documents.

4. A redacted Contract of Employment, effective September 15, 2014, between Inventor James Koheo **(JK)** and Embo Medical Ltd. **(EM)**, a fully-owned subsidiary of Clearstream Technologies Limited is attached hereto.
5. On page 1 of the Contract for Employment, James Koheo is identified as “Employee” and Embo Medical Ltd. is identified as “Employer (hereinafter called “the company”)”.
6. On page 4 of the Contract of Employment, entitled “Intellectual Property Rights”:
 - a. Sub-Paragraph (a) states:

“You acknowledge that any discovery or invention or secret process or improvement in procedure or other intellectual property made or developed by you during the term of your employment with the Company in connection with or in any way affecting or relating to the business of the Company or the Group will be the absolute property of the Company.”
 - b. Sub-Paragraph (b) states:

“You agree that, if and whenever required so to do, you will, at the expense of the Company, apply for letters patent or other similar protection as the Company deems necessary for any such intellectual property and execute and do such instruments and things as the Company deems necessary in connection with such application as may be necessary to best title to such letters patent or other protection the Company or its nominee.”
 - c. Sub-Paragraph (c) states:

“You hereby appoint the Company to be your attorney in your name and on your behalf to execute and do any such instruments or things and generally to use your name for the purpose of giving to the Company or its nominees the full benefit of these provisions.”
7. On **August 8, 2020** we received an executed assignment assigning this application from the company to whom the Contract of Employment was for, Embo Medical Ltd. **(assignee)**, to the Application Clearstream Technologies **(assignor)**. This assignment document is being submitted separately.
8. In light of statements 1-7 above, it is submitted that the above-identified application is effectively the exclusive property of Applicant Clearstream Technologies Limited. Initially, based on the Contract of Employment (e.g., statement 6 above) Inventor James Kehoe was

and/or his personal representative is bound to not only assign all rights, title, and interest in the above-identified application to Embo Medical Ltd., but also to execute documents and instruments (e.g., an assignment) to vest the entire rights and title thereto to Embo Medical Ltd., and subsequently based on the executed assignment from Embo Medical Ltd. to Applicant Clearstream Technologies Limited.

9. I 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. These statements are made with the 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, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: February 11, 2021

Respectfully submitted,

/Bethany R. Lahmann/
Bethany R. Lahmann
Registration No. 74,013

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