

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SEONG FONG CHEN	07/17/2000
WEI CHEONG WONG	07/25/1997
RECEIVING PARTY DATA	
Name:	ALLEGIANCE CORPORATION
Street Address:	7000 CARDINAL PLACE
City:	DUBLIN
State/Country:	OHIO
Postal Code:	43017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16924953
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>	
Phone:	2028576000
Email:	patentdocket@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K STREET, NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	029714.05165
NAME OF SUBMITTER:	NICOLE CLARKE
SIGNATURE:	/Nicole Clarke/
DATE SIGNED:	03/24/2021
Total Attachments: 7	
source=029714-05165_Employment-Agreements_As_Filed_March_24_21#page1.tif	
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PATENT

REEL: 055698 FRAME: 0156



Allegiance Healthcare Sdn. Bhd. (Co. No.: 394162P)
Plot 87, Kampung Jawa
11900 Bayan Lepas
Penang, Malaysia.
Tel: 0060-4-6430727
Telefax: 0060-4-6430882/6442311

1 July 1997

Wong Weng Cheong
Emp. No. - 041471

EMPLOYMENT AGREEMENT

In consideration of my employment, or continued employment, by Allegiance Healthcare Sdn. Bhd. or any of its divisions, subsidiaries or affiliates (hereinafter called Company), I hereby agree as follows :

1. Employment

- A. I agree to devote my full time and best efforts to perform on behalf of the Company those duties which may from time to time be assigned to me by my supervisor and other designated parties within the Company.
- B. I agree and acknowledge that during my employment the Company has the right to make and enforce any reasonable terms and conditions of employment, not contrary to this Agreement, which will also govern my employment, including but not limited to any requirements to take medical examinations.
- C. I represent that my employment by the Company does not violate the terms of any employment or other agreement which I have previously executed.

2. Confidential Information

- A. I understand that during the course of my employment by the Company I may acquire information which is confidential in nature or of great value to the Company, including by way of illustration and not limitation, matters or subjects concerning computer programs, corporate assets, cost and pricing data, customer listings, financial reports, formulae, governmental applications for research and marketing permits, inventions (as described in Paragraph 4 herein), know-how, marketing strategies, manufacturing processes, new device or drug information and evaluations, products or devices, profit plans, research and development projects and findings, suppliers and trade secrets, whether in the form of records, files, correspondence, notes, data, information, or in some other form, including copies or excerpts thereof, (herein collectively referred to as "Confidential Information").

- B. I agree that said Confidential Information is the sole and exclusive property of the Company. I further agree, except as authorized in writing by an executive officer of the Company, that I will not remove from the Company's premises, disclose or use outside of my employment, directly or indirectly, either during my employment or thereafter, any of said Confidential Information, unless or until said Confidential Information may become a matter of public knowledge through no fault of mine, and upon leaving my employment I will place all such Confidential Information in the possession of the Company. I also agree to submit to security checks carried out by the Company's Security personnel or its agents on my person or possessions, whether routinely or otherwise, in its enforcement of the clauses of this Agreement. This shall be apart from the other checks that may be carried out for other security reasons.

3. Restraint

- A. Upon the termination of my employment for any cause or means whatsoever, I shall not for a period of twelve (12) months thereafter be carrying on the business either alone or in partnership, employed or interested directly or indirectly in any capacity whatsoever in the business carried on by the Company and shall not during the like period either personally or by my agent or servant or by letters, circulars or advertisements whether on my own behalf or on behalf of any other person, firm or company canvass or solicit orders from or in any way interfere with any person, persons or company who shall at any time during the continuance of my employment herein have been a customer or customers of the Company.

4. Inventions

- A. I agree that any and all inventions and discoveries, whether or not patentable, which I may conceive and/or make during my employment by the Company, whether or not during working hours, and which have any applicability to any aspect of the work engaged in by me as an employee of the Company, as determined by the Company, shall be the sole and exclusive property of the Company. I further agree to inform the Company of all aforesaid inventions and discoveries promptly after they have been conceived and/or made in the detail necessary to permit the Company to understand said inventions and discoveries and practice them without the exercise of further inventive skill. When requested to do so, I further agree, whether during the term of my employment or within three (3) years thereafter to execute any and all documents necessary or desirable to convey title in said inventions and discoveries to the Company or to permit the Company to file patent applications covering said inventions or discoveries in Malaysia or in foreign countries.
- B. I understand that I may reserve any industrial property rights (hereinafter called "IPR") which I may have acquired prior to my employment by the Company for my personal use and exploitation if I specifically describe such IPR's in an attachment to this Agreement with the particularity necessary to permit the Company to understand such IPR's and to distinguish them from the Company's present and future IPR's.

- 1) If the IPR is in a protected form then I may refer to the patent, copyright or trademark number or the application thereof.
- 2) If the IPR is in an unprotected form (such as unpatented invention, know-how, trade secret or unregistered trademark or copyright), then I shall have three (3) months from the date of execution of this Agreement to file an application with the appropriate governmental agency establishing my claim to the ownership of said IPR. If said IPR remains unprotected and if it has any application to any aspect of any work engaged in by me as an employee of the Company, then said IPR shall not be reserved, and shall be considered as part of my background training and experience and shall constitute part of the consideration for my employment by the Company.

5. Remedy

- A. I recognize and understand that the terms contained within this Agreement constitute an integral part of my Terms and Conditions of service, and that the Company reserves the right to take any disciplinary actions it deems fit should I break any of these terms. The Company also has a right to pursue any remedy at law it deems fit in such instances.
- B. I agree further that the Company may, in addition to the other remedies which may be available to it, file a suit in equity to enjoin me together with all those persons associated with me from the breach of such covenants.

6. General

- A. This Agreement constitutes the full and complete understanding and agreement of the parties, with respect to the subject matter hereof, supersedes any prior understanding and agreements, oral or written, and cannot be changed or terminated orally.
- B. This Agreement shall be assignable by the Company to any successor or to any other company owned or controlled by the Company and shall be binding upon the employee and inure to the benefit of his heirs, executors and administrators. This Agreement, being personal to the employee, is not assignable by the employee.
- C. I further agree to observe and comply fully with any code of conduct or behavior, including any administrative interpretation thereof, that the Company may put out from time to time as guide lines for my business dealings as an employee of this Company.
- D. As an employee of the Company, I shall be committed to the ethical principles and practices upheld by the Company and agree to observe and comply fully with any prevailing ethics compliance program of the Company. I agree to sign

any documents to confirm my awareness of and compliance with the ethical principles and values of the Company which includes :-

1. Employee Signature Certification - to be signed upon the completion of the Shared Values Training.
2. Certificate of Compliance - Allegiance Corporation Business Ethics Compliance Program . This is an annual request and is reported to the Audit and Public Policy Committee of the Board of Directors. The certificate includes a conflict of interest statement.

E. In addition to the termination provision in paragraph 5A herein, it is understood that either I or the Company may terminate the employment relationship at any time, with obligations under the Agreement surviving such termination of employment.

F. The provisions of this Agreement are severable and in the event that any provision hereof shall be found by any court to be unenforceable, in whole or in part, the remainder of this Agreement shall nevertheless be enforceable and binding on the parties.

I acknowledge having read, executed and received a copy of this Agreement on this 25th day of JULY, 19 97


Employee

Name : WONG WEI EEFONG

NRIC No. : 661017-10-5967



Allegiance Healthcare Corporation
1430 Waukegan Road
McGaw Park, IL 60085

EMPLOYMENT AGREEMENT

In consideration of the offer of employment or continuing employment and the compensation and benefits associated with that employment and in consideration of being given access to confidential information by Allegiance Corporation, its subsidiaries, affiliates, predecessors, and successors ("Allegiance"), I agree as follows:

1. I will preserve as confidential all Confidential Information that has been or may be obtained by me. I will not, without written authority from Allegiance, use for my own benefit or purposes, or disclose to others, either during my employment or thereafter, except as required by my employment with Allegiance, any Confidential Information or any copies or notes made from any Item embodying Confidential Information. I understand that my obligations with respect to Confidential Information shall continue even after termination of my employment with Allegiance. These restrictions concerning use and disclosure of Confidential Information shall not apply to information which is or becomes publicly known by lawful means, or comes into my possession from sources not under an obligation of confidentiality to Allegiance.

2. For purposes of this agreement:

a) "Confidential Information" means information relating to the present or planned business of Allegiance which has not been released publicly by authorized representatives of Allegiance. I understand that Confidential Information may include, for example, Trade Secrets and know-how, inventions, research, development, marketing and sales programs, customer, patient and supplier information, financial data, pricing information, manufacturing processes and techniques, regulatory approval strategies, computer programs, data, formulae and compositions, service techniques and protocols, and new product designs. I understand further that Confidential Information also includes all information received by Allegiance under an obligation of confidentiality to a third party; b) "Invention" means both patentable and unpatentable procedures, systems, machines, methods, processes, uses, apparatuses, compositions of matter, designs, or configurations, computer programs of any kind, discovered, conceived, reduced to practice, developed, made, or produced, or any improvements to them; c) "Items" include documents, reports, drawings, photographs, designs, specifications, formulae, plans, samples, research or development information, prototypes, tools, equipment, computers, printers, monitors, keyboards and associated other computer-related equipment, software, proposals, marketing or sales plans, customer information, customer lists, patient lists, patient information, regulatory files, financial data, costs, pricing information, supplier information, written, printed or graphic matter, or other information and materials that concern Allegiance's business and that come into my possession or about which I have knowledge by reason of my employment; and d) "Trade Secrets" include all information encompassed in all Items, and in all manufacturing processes, methods of production, concepts or ideas, to the extent that such information has not been released publicly by duly authorized representatives of Allegiance.

3. Each Item and Confidential Information that comes into my possession by reason of my employment are the property of Allegiance and shall not be used by me in any way except in the course of my employment by, and for the benefit of, Allegiance. I will not remove any Items from premises owned or leased by Allegiance except as my duties shall require, and upon termination of my employment, all Items will be turned over to Allegiance through its duly authorized representative.

4. All inventions related to the present or planned business of Allegiance, which are conceived or reduced to practice by me, either alone or with others, during the period of my employment or during the period of one hundred twenty (120) days after termination of such employment, whether or not done during my regular working hours, are the sole property of Allegiance. The provisions of this paragraph shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of Allegiance was used and which was developed entirely on my own time, unless a) the invention relates (i) to the business of Allegiance, or (ii) to my actual or demonstrably anticipated research or development for Allegiance, or b) the invention results from any work performed by me for Allegiance.

5. I will disclose promptly and in writing to Allegiance, through my supervisor, all inventions which are covered by this agreement, and I agree to assign to Allegiance or its nominee all my right, title, and interest in and to such inventions. I agree not to disclose any of these inventions to others, without the express consent of Allegiance, except as required by my employment.

6. a) I will at any time during or after my employment, on request of Allegiance, execute specific assignments in favor of Allegiance or its nominee of my interest in and to any of the inventions covered by this agreement, as well as execute all papers, render all assistance, and perform all lawful acts which Allegiance considers necessary or advisable for the preparation, filing, prosecution, issuance, procurement, maintenance or enforcement of patent applications and patents of the United States and foreign countries for these inventions, and for the transfer of any interest I may have. I will execute any and all papers and documents required to vest title in Allegiance or its nominee in the above inventions, patent applications, patents and interests; b) I understand that if I am not employed by Allegiance at the time I am requested to execute any document under this paragraph a), I shall receive fifty dollars (\$50.00) for the execution of each document, and one hundred fifty dollars (\$150.00) per day of each day or portion thereof spent at the request of Allegiance in the performance of acts pursuant to this paragraph a), plus reimbursement for any out-of-pocket expenses incurred by me at Allegiance's request in such performance; and c) I further understand that the absence of a request by Allegiance for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of Allegiance's rights under this agreement.

7. I have disclosed to Allegiance all continuing obligations which I have with respect to the assignment of inventions to any previous employers, and I claim no previous unpatented inventions as my own, except for those which have been reduced to practice and which are shown on a schedule, if any, attached to this agreement. I understand that Allegiance does not seek any confidential information which I may have acquired from a previous employer, and I will not disclose any such information to Allegiance. I represent and warrant that there are no restrictions against my employment by Allegiance.

8. All writings and other works which may be copyrighted (including computer programs) which are related to the present or planned business of Allegiance and are prepared by me during my employment by Allegiance shall be, to the extent permitted by law, works made for hire, and the authorship and copyright of the work shall be in Allegiance's name. To the extent that such writings and works are not works for hire, I agree to waiver of "moral rights" in such writings and works, and assign to Allegiance all my right, title and interest in and to such writings and works, including copyright. I will permit Allegiance and its agents to use and distribute any pictorial images which are taken of me during my employment by Allegiance as often as desired for any lawful purpose. I waive all rights of prior inspection or approval and release Allegiance and its agents from any and all claims or demands which I may have on account of the lawful use or publication of such pictorial images.

9. During the period of my employment and for a period of one (1) year after the termination of my employment with Allegiance, I will not, without the prior written consent of Allegiance, directly or indirectly: a) engage or invest in, counsel or advise, render services, or be employed by any other person, firm, corporation or entity engaged in or conducting business which is the same as, or competing with, the business being conducted by Allegiance; b) solicit any persons who are or were employees of Allegiance for employment with any other person, firm, corporation or entity engaged in or conducting business which is the same as, or competing with the business being conducted by Allegiance; c) individually, or in association with others (except for Allegiance) solicit services provided by Allegiance in any business which provides services for any customer of Allegiance for whom I performed services at any time during my employment and/or d) seek or accept an offer of employment or be employed by any customer or client of Allegiance for whom I performed services at any time during my employment.

10. I will exert my best efforts in the performance of my duties as an employee of Allegiance and will remain loyal to Allegiance during the term of my employment. I understand and agree that this agreement is not a guarantee of continued employment or rate of compensation for any period. My employment is at will. This means that I am free to terminate my employment at any time, for any reason, and that Allegiance retains the right to terminate my employment at any time, for any reason.

11. I understand that I may be asked to submit to drug and/or alcohol testing as a condition of employment or continued employment and consent to such testing as determined by Allegiance to be appropriate.

12 The obligations which I have undertaken in this agreement shall survive the termination of my employment by Allegiance.

13. Allegiance has the right to make and enforce any other rules and regulations, policies and procedures or guidelines not contrary to this agreement which will also govern my employment.

14 The provisions of the agreement shall be severable, and in the event that any provision of it is found by any court to be unenforceable, in whole or in part, the remainder of this agreement shall nevertheless be enforceable and binding on Allegiance and me.

15. This agreement sets forth the entire employment agreement between Allegiance and myself, supersedes any previous oral or written agreements between Allegiance and me, and shall not be amended or added to except in writing signed by an Allegiance President's duly authorized representative and me. I understand and agree that Allegiance may, at any time and without further action by me, assign this agreement to any of its subsidiaries or affiliates or successors with which I may be employed. In the event of such an assignment, the assignee company shall succeed to all of the rights held by Allegiance under this agreement. I agree that this agreement applies from the time my employment began, and shall inure to the benefit of Allegiance, its successors and assigns, and shall be binding upon my heirs, legal representatives and assigns.

16 I will comply with Allegiance's *Standards for Business Ethics*, a copy of which I acknowledge having received, read and understood.

17. I agree that this agreement shall be governed by the laws of the State of Illinois.

EMPLOYEE

ALLEGIANCE CORPORATION

Signature

By _____

Print Name

Title: _____

CHEN SEONG FONG

Date 17/7/2000