

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6680587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVAN YIFENG TSAI	02/27/2017
IAN KITCHING	09/26/2011
RECEIVING PARTY DATA	
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Postal Code:	92867
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15493970
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	ORM-547US
NAME OF SUBMITTER:	KEVIN E. KUEHN
SIGNATURE:	/Kevin E. Kuehn/
DATE SIGNED:	04/28/2021
Total Attachments: 9	
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**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN PATENT APPLICATION
USING AN APPLICATION DATA SHEET (37 CFR 1.76) AND ASSIGNMENT**

Title of Invention: DIGITAL ORTHODONTIC SETUP USING A PRESCRIBED IDEAL
ARCH FORM

As the below named inventor, I hereby declare that:

This Declaration is directed to:

☐ The attached application

OR

☒ United States Application Number or PCT International Application
Number 15/493,970 filed on April 21, 2017

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the above-identified application.

I have reviewed and understand the contents of the above-identified application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. § 1.56.

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements and discoveries (herein referred to as the "Invention") disclosed in the above-identified patent application;

Whereas, Ormco Corporation, a Corporation of Delaware, having a place of business at 1717 West Collins Avenue, Orange, California 92867 (herein referred to as the "ASSIGNEE"), desires to acquire, and each undersigned inventor desires to grant to the ASSIGNEE, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor ("ASSIGNOR") hereby sells or has sold, assigns or has assigned, and otherwise transfers or has transferred to the ASSIGNEE, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent,

and foreign patent authorities to issue any foreign patent, granted for the Invention, to the ASSIGNEE, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by the ASSIGNEE, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, in the ASSIGNEE, its successors, legal representatives, and assigns, whenever requested by the ASSIGNEE, its successors, legal representatives, or assigns.

Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to the ASSIGNEE and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned inventor also hereby grants the ASSIGNEE, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent Application Number) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of Delaware, and any disputes will be resolved in a court sited in Delaware.

I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Legal name of Inventor: Evan Yifeng Tsai

Inventor's Signature: *EY Tsai* Date: 2/27/17

Residence

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Mailing Address: 128 N. Allen Avenue, Unit 1 12485 Melon Dr.
Pasadena, California 91106 Rancho Cucamonga CA 91739

Citizenship: US

Legal name of Inventor: Ian Kitching

Inventor's Signature: _____ Date: _____

Residence

City/State/Country: Rancho Cucamonga, CA, United States of America

5939 Pellburne Way

Mailing Address: Rancho Cucamonga, California 91739

Citizenship: United Kingdom



**DANAHER CORPORATION AND ITS AFFILIATED ENTITIES
AGREEMENT REGARDING SOLICITATION AND PROTECTION OF PROPRIETARY INTERESTS**

Danaher Corporation believes that recruiting and retaining the best people to work in its highly competitive businesses means treating them fairly, rewarding their contributions, and thereby establishing a strong partnership for our collective well-being and continued success. Working at Danaher and/or any of its affiliates provides associates with specialized and unique knowledge and confidential information and access to key business relationships, which, if used in competition with Danaher and/or its affiliates, would cause harm to Danaher and/or its affiliates. As such, it is reasonable to expect a commitment from our associates that protects the legitimate business interests of Danaher and its affiliates, and therefore, their own interests. Please read and sign this Agreement in the spirit intended: our collective long-term growth and success.

I understand that I am or will be employed by or enter into a relationship with Danaher Corporation including its subsidiaries and/or affiliates (collectively the "Company"), and will learn and have access to the Company's confidential, trade secret and proprietary information and key business relationships. I understand that the products and services that the Company develops, provides and markets are unique. Further, I know that my promises in this Agreement are an important way for the Company to protect its proprietary interests.

I agree that the Company is engaged in a business which is highly specialized, the identity and particular needs of Company's customers and vendors are not generally known, and the documents and information regarding, among other things, the Company's employees and talent, the Danaher Business System, customers, vendors, services, products, technology, formulations, methods of operation, sales, marketing, pricing, and costs are highly confidential and proprietary.

I acknowledge and agree that I have been given an adequate period of time to consider this Agreement and to have this Agreement reviewed at my expense and by an attorney of my choice regarding the terms and legal effect of this Agreement. I have read this Agreement and understand all of its terms and conditions and am entering into this Agreement of my own free will without coercion from any source. I have not and am not relying on legal advice provided by the Company or any personnel of the Company.

I agree the above recitals are material terms of this Agreement.

In addition to other good and valuable consideration, I am expressly being given employment, continued employment, a relationship with the Company, renewal of a relationship with the Company, a promotion, eligibility to receive grants of stock options or other equity awards, certain monies, benefits, training and/or trade secrets and confidential information of the Company and its or their customers, suppliers, vendors or affiliates to which I would not have access but for my relationship with the Company in exchange for my agreeing to the terms of this Agreement. In consideration of the foregoing, I agree as follows:

3. Assignment of Developments I hereby assign to the Company my entire right, title and interest in any idea, formula, invention, discovery, design, drawing, process, method, technique, device, improvement, computer program and related documentation, technical and non-technical data, work of authorship, trade secret, copyright, trademark, service mark, trademark registration, application for trademark registration, and patent and patent applications (all hereinafter called "Developments"), which I may solely or jointly conceive, write or acquire in whole or in part during the period I am employed by or working for the Company, and which relate in any way to the actual or anticipated business or research or development of the Company, or which are suggested by or result from any task assigned to me or work performed by me for or on behalf of the Company, whether or not such Developments are made, conceived, written or acquired during normal hours of work or using the Company's facilities, and whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection. The term "Developments" does not apply to any development for which no equipment, supplies, facilities or trade secret or Confidential Information of the Company was used, and which was developed entirely on my own time unless (a) the Development relates: (i) to the actual or anticipated business of the Company; or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the Development results from any work performed by me for the Company. I acknowledge that I have been notified of my rights under Labor Code Section 2870 pursuant to Exhibit A attached hereto. I acknowledge and agree that any intellectual property right in any Developments and related documentation, and work of authorship, which are created within the scope of my relationship with the Company, are owned solely by the Company.

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CA NSA 2

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18. Acceptance. I agree that this Agreement is accepted by me through my original or facsimile signature. I further agree that the Company is deemed to have accepted this Agreement as evidenced by my employment or

relationship with the Company, the payment of wages or monies to me, the provision of benefits to me, or by executing this Agreement.

19. Binding Effect. This Agreement, and the obligations hereunder, shall be binding upon me and my successors, heirs, executors, and representatives and shall inure to the benefit of the Company, its successors and its assigns.

20. Third Party Beneficiaries. This Agreement is intended to benefit each and every subsidiary, affiliate or business unit of the Company for which I perform services, for which I have customer contact or about which I receive Confidential Information and may be enforced by any such entity. I agree and intend to create a direct consequential benefit to the Company regardless of the Company entity with which I am affiliated on the last day of my employment or relationship with the Company.

Agreed to by:

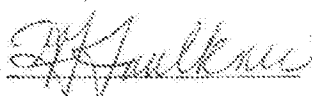


Associate Signature


Ian Kitchen
Associate's Printed Name

Date: 9/26/11

Danaher Corporation

By: 

Associate Signature

Georgeann L. Faulkner 
Print Name and Title

Date: 10/10/11