

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6847463

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIDNEY D. FLEISCHMAN	10/23/2015
RECEIVING PARTY DATA		
Name:	ATRICURE, INC.	
Street Address:	7555 INNOVATION WAY	
City:	MASON	
State/Country:	OHIO	
Postal Code:	45040	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15224346	
CORRESPONDENCE DATA		
Fax Number:	(650)284-2180	
<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) 242-4210	
Email:	Patent@LBHIP.com	
Correspondent Name:	LEVINE BAGADE HAN LLP	
Address Line 1:	2400 GENG ROAD, SUITE 120	
Address Line 4:	PALO ALTO, CALIFORNIA 94303	
ATTORNEY DOCKET NUMBER:	ATRC-N-Z019.00-US (2/2)	
NAME OF SUBMITTER:	LAURA L. GALLAGHER	
SIGNATURE:	/Laura L. Gallagher/	
DATE SIGNED:	08/04/2021	
Total Attachments: 14		
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October 14, 2015

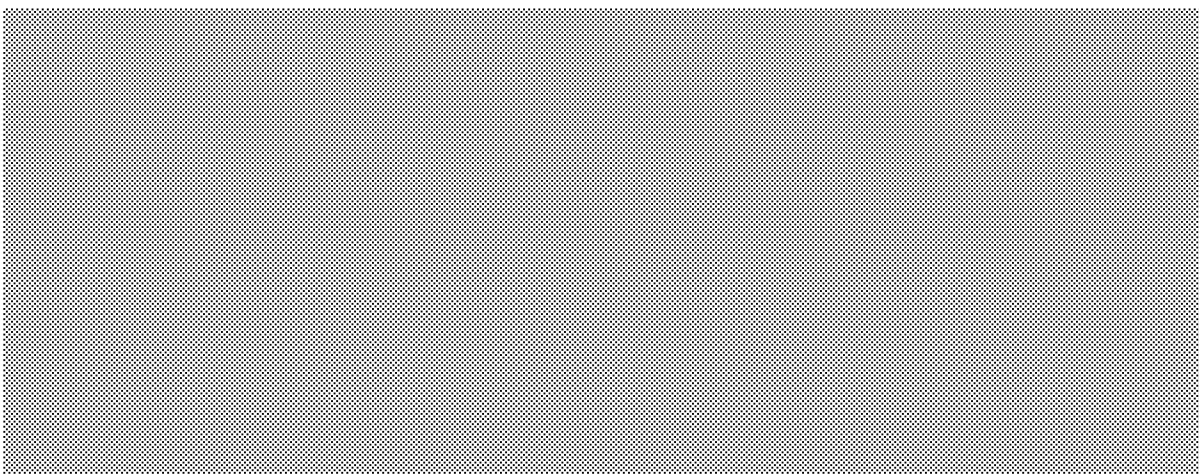
Ms. Sidney D. Fleischman



As you know, AtriCure, Inc. ("the Company") entered into an agreement with nContact Surgical, Inc. pursuant to which the Company acquired nContact effective October 13, 2015. Your skills and ongoing contributions to the Company are of great importance during this transition. We expect you to play an important role in helping us continue the success of the business for at least the first twelve (12) months following the acquisition. For this reason, we are offering you temporary employment for at least twelve (12) months beginning on October 14, 2015 through October 13, 2016.

If you accept this offer, your title will be MIS R&D Advisor and you will be paid  on a semi-monthly basis.

During the transition, the Company expects to identify an ongoing role for you. If so, the Company will make you an offer to become a regular employee and you will be eligible for a retention bonus as described below. If the Company does not make you an offer to become a regular employee and your employment ends at the conclusion of your twelve-month temporary period or before, you will be eligible for the payments and benefits identified in the Change in Control Agreement dated June 26, 2012 between you and nContact, but you will not be entitled to receive the retention bonus described below. If the Company makes you an offer to become a regular employee but you decline such offer, you will not be eligible for the payments and benefits identified in the Change in Control Agreement dated June 26, 2012 between you and nContact, but AtriCure will pay for you, your spouse's, and your dependents' continued participation in AtriCure's group health and medical insurance plans for twelve (12) months provided you elect to continue your coverage pursuant to COBRA and provided you do not engage in any conduct that is competitive with AtriCure during the twelve (12) months.



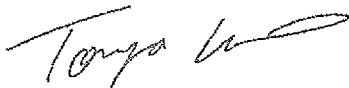
As a Company employee, you will be expected to abide by the Company's rules and standards. You will be required to sign an acknowledgment that you have read and that you understand the Company's rules of conduct which are included in the Company Handbook. As a condition of your employment, you are also required to sign and comply with the Non-Competition, Non-Solicitation, Proprietary Information, and Inventions Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. You will also be required to sign acknowledgements of the Company's Insider Trading Policy and Code of Business Conduct and Ethics.

You will be employed by the Company as an employee "at will," which means either you or AtriCure can terminate the employment relationship at any time with or without cause. This agreement does not affect or modify the "at will" nature of the employment relationship between you and the Company.

You will continue your participation in the same benefit plans as you participated in with nContact through November 30, 2015. Effective December 1, 2015, the nContact plans will be terminated, and you will be eligible to participate in AtriCure's benefit plans subject to the terms of those plans.

To accept the terms and conditions of this agreement, sign and date the letter and return the original signed letter to Human Resources by October 21, 2015.

Yours sincerely,

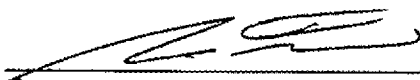


Tonya A. Austin
Vice President, Human Resources

Acknowledgement and consent

I have read and understand the terms and conditions for my employment with AtriCure, including receipt of the retention bonus and severance payment, and I agree to accept those terms and conditions. I understand that this agreement does not affect or modify the nature of my at-will employment with AtriCure.

Signed:



Print Name:

SIDNEY FELSCHMAN

Date:

10/23/15

6368129.2



NON-COMPETITION, NON-SOLICITATION, PROPRIETARY INFORMATION, AND INVENTIONS AGREEMENT FOR EMPLOYEE

Employee Name: Sidney Fleischman

This Non-Competition, Non-Solicitation, Proprietary Information and Inventions Agreement ("Agreement"), effective on 10/27/15 ("Effective Date"), is entered by and between AtriCure, Inc., a Delaware corporation, its subsidiary or its affiliate (together, the "Company"), and Sidney Fleischman ("Employee," "me," or "I") as a condition of employment by the Company and in consideration of the cash and other compensation now and hereafter paid or given to Employee.

(1) MAINTAINING CONFIDENTIAL INFORMATION

(a) Confidential Information.

(i) I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation, without the written authorization of the Board of Directors of the Company, any Confidential Information of the Company. For the purposes of this Agreement, Confidential Information shall include but not be limited to, the following: trade secrets, confidential knowledge, other proprietary information, discoveries, improvements, inventions, ideas, data, concepts, know-how, formulations, clinical trial results, software (in both source code and object code form), designs, drawings, specifications, diagrams, flow charts, procedures, strategic and development plans or concepts, communications with regulatory authorities, financial information, business plans, budgets and unpublished financial statements, licenses, regulatory matters, marketing plans, sales plans, marketing and sales strategies, proctor information, physician information, prices and costs, suppliers and customers, and information regarding the skills and compensation of other temporary and full-time employees of the Company, documentation, data, business records, project records, market reports, research and new product plans, customer information, employee lists and business manuals, policies and procedures, information relating to products, processes, methods, samples, technologies or theory and all other information.

(ii) **Nondisclosure Obligations.** I promise and agree to receive and hold the Confidential Information in confidence. Without limiting the foregoing, I further promise and agree:

(1) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure with at least the same degree of care that it uses to protect the confidentiality of its own confidential information, and in any event, not less than reasonable care;

(2) not to use any of the Confidential Information except for the purpose of this Agreement;

(3) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Company in writing; and

(4) to comply with any other reasonable security measures requested in writing by the Company.

(iii) **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information of the Company which:

(1) is, or later becomes, public knowledge other than by breach of the provisions of this Agreement;

(2) is in the possession of me with the full right to disclose prior to its receipt from the Company, as evidenced by contemporaneous written records;

(3) is received by me from a third party, with no restrictions on disclosure; or

(4) was independently developed by me without access to the Company's Confidential Information provided hereunder, as evidenced by contemporaneous written records.

I shall have the burden of proving the existence of the foregoing exceptions. Without limiting the generality of the foregoing, I must notify the Company in writing within ten (10) days of its receipt of information from the Company that I claim to be subject to one of the exceptions in this Section (a)(iii).

(iv) **Mandatory Disclosure.** Notwithstanding any other provision of this Agreement, I may disclose Confidential Information if such disclosure is required by law under any government statute, regulation, court order or other legal process, provided that I take reasonable actions to avoid and/or minimize such disclosure, including providing prompt written notice to the Company of any request for disclosure or impending disclosure that may involve the Confidential Information, such that Company may seek a protective order or otherwise prevent such disclosure. I shall disclose only that portion of the Confidential Information that its counsel advises is specifically mandated by law.

(v) **Return of Confidential Information.** I agree, upon termination of my employment to promptly deliver to the Company (or, at the Company's option, to destroy) all records, notes, and other written, printed, electronic or tangible materials in the possession or control by me, embodying or pertaining to the Confidential Information of the Company, and to certify in writing to Company that I have done so.

(vi) **No Right to Confidential Information.** I hereby agree and acknowledge that no license, either express or implied, is hereby granted to me by the Company to use any of the Confidential Information.

(vii) **Termination of Nondisclosure Obligations.** My right to use the Company's Confidential Information in accordance with the terms of this Agreement, shall continue in effect until the termination of my employment or the Company's request for return or destruction of Confidential Information pursuant to Section (1)(a)(v), whichever is earlier. Notwithstanding the foregoing, my obligations with respect to the Company's Confidential Information hereunder, and Company's rights hereunder, shall continue in full force and effect and shall survive the termination of this Agreement (or any other agreement between the parties) for any reason for a period of five (5) years from the termination of my employment.

(viii) **Remedies.** I understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Agreement may cause the Company irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Company shall have the right to apply to a court of competent jurisdiction for injunctive relief, including an order restraining any such further disclosure or misappropriation, and for such other relief as the Company shall deem appropriate, without the necessity of proving actual damages and without the necessity of posting a bond or other security. Such right of the Company shall be in addition to the remedies otherwise available to the Company by law or equity.

(b) **Former Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished documents or any property belonging to my former or concurrent employers or companies unless previously and specifically consented to in writing by the particular employer or company.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. I agree that I owe the Company and such third parties, both during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to, except as is consistent with the Company's agreement with the third party, disclose it to any person, firm or corporation or use it for the benefit of anyone other than the Company or such third party, unless expressly authorized to act otherwise by an officer of the Company.

(2) **ASSIGNMENT OF INVENTIONS AND ORIGINAL WORKS**

(a) **Inventions and Original Works Retained by Me.** I have attached hereto as *Exhibit A* a complete disclosure of all inventions, original works of authorship, developments, improvements, and trade secrets that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of an item on *Exhibit A* would cause me to violate any prior confidentiality agreement, I understand that I am not to disclose such on *Exhibit A* but in the applicable space on *Exhibit A* I am only to disclose a cursory name for each such invention, a listing of all parties to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit A* for such purpose. If no disclosure is attached, I represent that there are no such inventions.

(b) **Inventions and Original Works Assigned to the Company.** I agree that I will make prompt written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company all my right, title and interest in and to any ideas, inventions, original works of authorship, developments, improvements or trade secrets which I may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice (i) on Company time or using Company equipment or other resources or (ii) provided that the subject idea, invention or the like is related in any way to medical device technologies, during the period of my employment with the Company. I recognize that, in the event of a specifically applicable federal law, state law, regulation, rule or public policy ("Specific Inventions Law"), this Agreement will not be deemed to require assignment of any invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such invention was, for example, developed entirely on my own time without using the Company's equipment, supplies, facilities or trade secrets and neither related to the Company's actual or anticipated business, research or development, nor resulted from work performed by me for the Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

(c) **Works Made for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

(d) **Inventions and Original Works Assigned to the United States.** I hereby assign to the United States government all my right, title and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets whenever full title to same is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) **Obtaining Letters Patent, Copyright Registrations and Other Protections.**

(i) I will assist the Company in every proper way to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets of the Company in any and all countries. To that end, I will execute, verify and deliver (A) such documents and perform such other acts (including appearing as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof and (B) assignments of such proprietary rights to the Company or its designee.

(ii) My obligation to assist the Company with respect to proprietary rights in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

(iii) In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act singly for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. Such appointment is coupled with an interest. I hereby waive and quitclaim to the Company any and all claims of any nature whatsoever which I now or may hereafter have for infringement of any proprietary rights assigned to the Company.

(f) **Obligation to Keep the Company Informed.** In addition to my obligations under paragraph 2(b) above, during the period of my employment and for one (1) year after termination of my employment for any reason, I will promptly disclose to the Company fully and in writing all patent applications filed by me or on my behalf. At the time of each such disclosure, I will advise the Company in writing of any inventions that I believe fully qualify for protection under a Specific Inventions Law, if any. I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any proprietary information disclosed in writing to the Company pursuant to this Agreement relating to inventions that qualify fully for protection under the provisions of a Specific Inventions Law, if any. I will preserve the confidentiality of any such invention that does not qualify fully for protection under a Specific Inventions Law, if any. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all proprietary information developed by me and all inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

(3) **NO CONFLICTS OR SOLICITATION**

(a) Except as set forth on *Exhibit B* attached hereto, I agree that during the period of my employment by the Company, I will not, without the Company's express written consent, engage in any other employment or business activity related to the business in which the Company is now involved or becomes involved, nor will I engage in any other activities which conflict with my obligations to the Company. For the period of my employment by the Company and for one (1) year after the date of termination of my employment with the Company for any reason, I will not directly or indirectly in connection with others, (a) Solicit or attempt to Solicit for employment any employee of the Company, hire any such person or induce any such person to leave the employ of the Company; (b) Solicit or attempt to Solicit the business of any client or customer of the Company (other than on behalf of the Company) for purposes of any aspect of a Restricted Business; or (c) interfere with or damage (or attempt to interfere or damage) any relationship between the Company and a client, customer or independent contractor.

(b) As used herein, the terms:

(i) "Solicit" shall mean any direct or indirect communication of any kind whatsoever, regardless of by whom initiated, inviting, advising, encouraging or requesting any person or entity, in any manner, to take or refrain from taking any action; and

(ii) "Restricted Business" shall mean the design, development, manufacture, distribution, marketing or promotion of medical devices designed or used for epicardial ablation or left atrial appendage occlusion and/or exclusion, or any other type of medical device that the Company designs, develops, manufactures, distributes, markets or promotes from time to time.

(4) **COVENANT NOT TO COMPETE**

(a) I agree that during the term of my employment by the Company (the "**Employment Term**") and for one (1) year after the termination of my employment with the Company by either party for any reason whatsoever, I will not: (i) engage in, manage, operate, control or supervise, or consult to or participate in the management, operation, control or supervision of, any business or entity that is competitive with the Company; (ii) be employed in a position or be engaged in any business that is competitive with the Company; or (iii) have any ownership or financial interest, directly or indirectly, in any business or entity that is competitive with the Company, including, without limitation, as an individual, partner, shareholder (other than as a shareholder of a publicly-owned corporation in which Employee owns less than 1% of the outstanding shares of such corporation), officer, director, employee, member, associate, principal, agent, representative or consultant, and shall not in any other manner, directly or indirectly, compete to any extent with such business of the Company. For purposes of this Agreement, a business shall be deemed competitive with the Company if it is engaged in the development of products or technologies for treating atrial fibrillation or other forms of cardiac arrhythmia ("**Competitor**"). Employee's agreement to refrain from the competitive activities is limited to the United States of America (the "**Protected Territory**"). Notwithstanding the foregoing, (x) Employee shall be entitled to work for any Competitor located outside of the Protected Territory, so long as that Competitor does not have offices located within the Protected Territory that directly compete with the Company, and (y) Employee shall be entitled to work for a Competitor provided Employee is not directly engaged in the development, marketing, manufacture or sale of products or technologies for treating atrial fibrillation or other forms of cardiac arrhythmia.

(5) **NO CONFLICTING OBLIGATIONS**

I represent that my performance of all the terms of this Agreement and as an Employee of the Company does not and will not breach any agreement or obligation of mine relating to any time prior to my employment by the Company. Except as set forth on **Exhibit B** attached hereto, I have not entered into, and I agree that I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment.

(6) **RETURN OF COMPANY DOCUMENTS**

In addition to Section (1)(a)(v), I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, together with all copies thereof (in whatever medium recorded) belonging to the Company, its successors or assigns whether kept at the Company, home or elsewhere when I leave the employment of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

(7) **NOTIFICATION OF NEW EMPLOYER**

When I am no longer employed by the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

(8) **COMPLIANCE**

As an employee of the Company, I will adhere to all Company policies, as amended from time to time, related to my employment, which include but are not limited to the Code of Business Conduct and Ethics as well as the Business Travel, Entertainment, and Expense Policy. Additionally, I will adhere to the laws, regulations, and guidelines that the Company adheres to, which include but are not limited to the federal Anti-Kickback Statute, False Claims Act, Advanced Medical Technology Association (AdvaMed) guidelines, and EucoMed guidelines.

(9) **LEGAL AND EQUITABLE REMEDIES**

Because my services are personal and unique and because I may have access to and become acquainted with the proprietary information of the Company, I acknowledge and agree that the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

(10) **GENERAL PROVISIONS**

(a) **Not an Employment Contract.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of my employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

(b) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of Ohio, excluding conflicts of law principles. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Ohio for any lawsuit filed there against me by the Company arising from or relating to this Agreement, or such other location as the Company's principal executive office may then be located.

(c) **Entire Agreement.** This Agreement including **Exhibits A and B** attached hereto, set forth the final, complete and exclusive agreement and understanding between the Company and me relating to the subject matter hereof and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(d) **Enforceability.** If any restriction set forth in this Agreement is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a

geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it is enforceable.

(e) **Severability.** If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

(f) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.

(g) **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(h) **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

(i) **Notice.** All notices required or permitted hereunder shall be given to the appropriate party at the address specified on the signature page attached hereto or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery or, if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. IF APPLICABLE, I HAVE COMPLETELY FILLED OUT AND ATTACHED EXHIBIT A AND EXHIBIT B TO THIS AGREEMENT.



Signature

SIDNEY PUSCHMANN

Employee Name

1147 SCHOLASTIC CIRCLE

DURHAM, NC 27713

Employee Address

10/23/15

Date

ACCEPTED AND AGREED TO:

AtriCure, Inc.

By 

Address: 6217 Centre Park Drive
West Chester, Ohio 45069

CONFIDENTIAL GENERAL RELEASE OF CLAIMS

This Confidential General Release of Claims (the "Release Agreement") is made by and between AtriCure, Inc. (the "Company") and Sidney D. Fleischman ("Employee"). This Release Agreement was received by Employee on October 13, 2016 and is effective on the date falling eight days after Employee signs the Release Agreement (the "Effective Date").

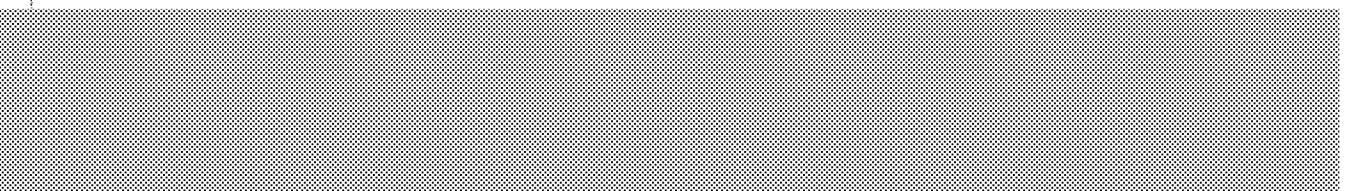
WHEREAS, the Company acquired nContact Surgical, Inc. ("nContact") through a merger transaction on October 13, 2015, and Employee and the Company are parties to an employment agreement dated October 14, 2015 (the "Employment Agreement"), pursuant to which Employee was entitled to certain change in control payments and benefits, as defined in the Change in Control Agreement between Employee and nContact dated June 26, 2012, subject to Employee entering into this Release Agreement.

WHEREAS, Employee's regular, temporary employment with the Company ended effective October 13, 2016 (the "Date of Termination"), and Company shall provide Employee with the change in control payments and benefits.

WHEREAS, the parties desire to settle all claims and issues that have, or could have been raised by Employee in relation to Employee's employment with the Company and/or nContact on the terms set forth below.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. Effective October 13, 2016, Employee's regular, temporary employment with the Company terminated.
2. In exchange for Employee's agreements herein and provided Employee executes this Release Agreement and does not revoke any provision hereof pursuant to Paragraph 12, the Company hereby agrees as follows:



Employee agrees that, except as stated in this Release Agreement, he has otherwise received all wages and compensation (including, but not limited to, any applicable bonuses and change in control payments) due to him; he is not entitled to any further payments of any kind; and he is not otherwise entitled to the additional payments and benefits he is receiving as consideration for this Release Agreement. Employee agrees that payments and benefits he receives under this Release Agreement are sufficient consideration for his obligations under this Release Agreement.

b. To pay for Employee's, his spouse's, and his dependents' (each a "Participant") continued participation in all group health and medical insurance plans that provided coverage to the Participant on the Date of Termination as elected by or for each Participant under

Section 4980 of the Code ("COBRA") for the entire period that continuation coverage is available under COBRA to the Participant.

3. Employee agrees that he shall honor and abide by the Non-Competition, Non-Solicitation, Proprietary Information, and Inventions Agreement that Employee signed during his employment with the Company and any other applicable restrictive covenant agreements he signed while employed by either nContact or the Company, which agreements shall continue in effect after the Effective Date of this Release Agreement.

4. Employee agrees at all times to hold in strictest confidence, and not to use or to disclose to any person, firm or corporation, without the written authorization of the Board of Directors of the Company, any trade secrets, confidential knowledge, data or other proprietary information of the Company or nContact. By way of illustration and not limitation, this shall include information relating to products, processes, know-how, designs, formulas, methods, samples, software, developmental or experimental work, improvements, discoveries, plans for research and new products, plans for marketing and selling, business plans, budgets and unpublished financial statements, licenses, regulatory matters, clinical studies, proctors, physicians, prices and costs, suppliers and customers, and information regarding the skills and compensation of other employees of the Company.

5. Employee agrees that his release of the Company, set out below, includes a release of the Company, the Company's agents, directors, shareholders, officers, insurers, employees, representatives, attorneys, divisions, parents, wholly or partially owned subsidiaries and affiliates, including nContact and its directors, shareholders, agents, officers, insurers, employees, representatives, and attorneys, and the Company's predecessors, successors, and assigns (collectively, "Releasees").

6. Employee agrees to release Releasees from any and all legal and equitable claims, of any nature whatsoever, whether known or unknown, arising out of events occurring before or on the date this Release Agreement is signed by Employee. Employee understands that the Company is not seeking this Release Agreement because it believes that Employee has any valid legal claim against the Company. If Employee elects not to sign this Release Agreement, the fact that it was offered in the first place is no indication that the Company believed that Employee had any valid claims against the Releasees.

7. Employee agrees that claims being released in this Release Agreement include, but are not limited to, any claims, suits or liabilities arising from or by the reason of his employment or termination of employment from the Company or his employment with nContact. Released claims include, without limitation, any and all claims arising under federal, state or local laws, including, without limitation, claims under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, any other federal, state or local law prohibiting employment discrimination or otherwise regulating wages, hours or working conditions, and any and all claims under the common law for breach of express or implied contract, violation of the covenant of good faith and fair dealing, violation of public policy, negligence, slander, defamation, invasion of privacy, false light, false imprisonment, trespass, breach of fiduciary duty, intentional interference, intentional or negligent infliction of emotional distress, intrusion, loss of consortium, retaliatory or

wrongful termination, punitive damages, and claims that Employee has or may have which may have arisen up to and including the date of this Release Agreement. Employee releases all claims for events or omissions occurring prior to the date of this Release Agreement, except that nothing in this Release Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the Equal Employment Opportunity Commission (EEOC) or an equivalent state agency. However, by signing this Release Agreement, Employee waives the right to recover any monetary damages or attorneys' fees from the Company in any claim or lawsuit brought by or through any government agency, including the EEOC or an equivalent state agency.

8. By signing this Release Agreement, Employee acknowledges that Employee is aware that it is the Company's policy that all employees immediately report to their supervisor, other management personnel, or the appropriate state and federal authorities, any activity that is, was, or may be in violation of state or federal laws or the Company policies and procedures. Employee hereby represents that sufficient opportunities were made available to Employee to make such report(s), and that Employee has not witnessed any activity in violation of federal or state laws or the Company policies.

9. Employee agrees to keep confidential the terms of this Release Agreement, except that Employee may disclose them to his legal or tax advisor and to his immediate family, whom he will inform to keep all terms of this Release Agreement confidential.

10. Employee agrees he will not make any disparaging comments about the Company or take any action to improperly interfere with the Company's business.

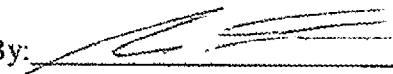
11. Employee admits that he has been advised to consult with an attorney about this Release Agreement, that the terms of this Release Agreement have been explained to him, that he has had the opportunity to consult with an attorney and voluntarily has decided to give up all rights to make any claim against the Company or Releasees as defined in this Release Agreement. Employee states and admits that in executing this Release Agreement he does not rely, and has not relied, upon any other representation or statement made by the Company or by any of its agents, representatives, or attorneys with regard to this Release Agreement. Employee acknowledges that he is competent to understand and execute this Release Agreement and he admits that he voluntarily executes this Release Agreement of his own free will and that he understands this Release Agreement.

12. Employee acknowledges that he has been advised that he has up to 45 days to consider this Release Agreement and 7 days to revoke this Release Agreement after signing it. If Employee decides to revoke this Release Agreement during this 7-day period, Employee must do so by certified mail to Tonya Austin, AtriCure, Inc., 6217 Centre Park Drive, West Chester, Ohio 45069. Employee acknowledges that this entire Release Agreement shall be void and of no force and effect if Employee chooses to revoke the Release Agreement. Employee further acknowledges that this Release Agreement will become effective and enforceable on the eighth day after Employee signs the Release Agreement if Employee does not revoke the Release Agreement.

PLEASE READ THIS RELEASE CAREFULLY. IT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS. EMPLOYEE, BY SIGNING THIS RELEASE AGREEMENT, UNDERSTANDS THAT EMPLOYEE HAS

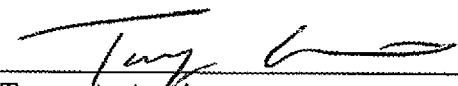
RELEASED ALL CLAIMS AGAINST THE COMPANY (AS DEFINED IN THIS RELEASE AGREEMENT), INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AND ALL CLAIMS TO REINSTATEMENT, DAMAGES, AND PAYMENT OF ATTORNEYS' FEES. EMPLOYEE ACKNOWLEDGES THAT THE BENEFITS EMPLOYEE IS TO RECEIVE UNDER THIS RELEASE AGREEMENT ARE BENEFITS TO WHICH EMPLOYEE IS NOT OTHERWISE ENTITLED. EMPLOYEE ENTERS INTO THIS RELEASE AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL AND TO REVIEW THIS DOCUMENT IN ITS ENTIRETY.

Dated: 10/16/16

By: 
Sidney Fleischman

AtriCure, Inc.

Dated: 10/21/2016

By: 
Tonya A. Austin
Vice President, Human Resources

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