

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	507404403
CONVEYING PARTY DATA	
Name	Execution Date
PETER COLOSI	07/01/2021
MICHAEL LOCHRIE	05/04/2022
ROBERT NG	05/04/2022
RECEIVING PARTY DATA	
Name:	BIOMARIN PHARMACEUTICAL INC.
Street Address:	105 DIGITAL DRIVE
City:	NOVATO
State/Country:	CALIFORNIA
Postal Code:	94949
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US2017043703
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:	4155066709
Email:	rjagow@bmrn.com
Correspondent Name:	LUISA BIGORNIA
Address Line 1:	105 DIGITAL DRIVE
Address Line 4:	NOVATO, CALIFORNIA 94949
ATTORNEY DOCKET NUMBER:	11808-451-228
NAME OF SUBMITTER:	RHODA JAGOW
SIGNATURE:	/rhj/
DATE SIGNED:	09/07/2022
Total Attachments: 24	
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ASSIGNMENT

WHEREAS, WE, **Peter Cameron COLOSI**, citizen of the United States, having a mailing address of 105 Digital Drive, Novato, California 94949, residing at Fairfax, California, **Michael LOCHRIE**, citizen of the United States, having a mailing address of 105 Digital Drive, Novato, California 94949, residing at Hayward, California, and **Robert NG**, citizen of the United States, having a mailing address of 105 Digital Drive, Novato, California 94949, residing at Newton, Massachusetts, ASSIGNORS, are the inventors of the invention in **NOVEL ADENO-ASSOCIATED VIRUS CAPSID PROTEINS** for which an international application under the Patent Cooperation Treaty (PCT) has been filed

☒ which is identified by Jones Day docket no. 11808-451-228 (120024-228451)

☒ which was filed on July 25, 2017, Application No. PCT/US2017/043703

and WHEREAS, **BIOMARIN PHARMACEUTICAL INC.**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 105 Digital Drive, Novato, California 94949, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said international application, all applications claiming benefit of priority from said international application, and all national stage applications of said international application, divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be filed for said invention in any country or countries, including countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said international application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and all right to sue for infringement including past infringement.

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN WITNESS WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date

7/1/2021

Peter Cameron COLOSI

L.S.

Date

7/1/2021

Rhoda Jagon

Witness 1 - Signature

Rhoda Jagon

Witness 1 - Printed Name

Date

Witness 2 - Signature

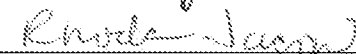
Witness 2 - Printed Name

Date 05/04/2022


Michael LOCHRIE

L.S.

Date 05/04/2022



Witness 1 - Signature

Rhoda Jagow

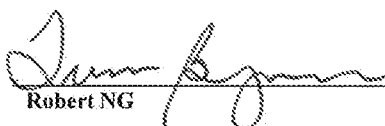
Witness 1 - Printed Name

Date _____

Witness 2 - Signature

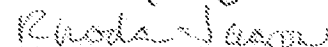
Witness 2 - Printed Name

Date 05/04/2022


Robert NG

L.S.

Date 05/04/2022



Witness 1 - Signature

Rhoda Jagow

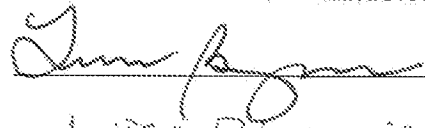
Witness 1 - Printed Name

Date _____

Witness 2 - Signature

Witness 2 - Printed Name

ACCEPTED AND AGREED TO BY ASSIGNEE, BIOMARIN PHARMACEUTICAL INC.:

Signature: 

Date: 05/04/2022

Printed Name: Luisa Bigornia

Title: GVP, Intellectual Property

BIOMARIN PHARMACEUTICAL INC.

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by BioMarin Pharmaceutical Inc. (the "Company") (the definition of "Company" for the purposes of this Agreement shall include BioMarin Pharmaceutical Inc., its affiliates, subsidiaries, successors and assigns) and the compensation now and hereafter paid to me and access to Confidential Information (defined below) being given to me by the Company, I hereby agree to this Confidential Information and Inventions Agreement ("Agreement") as follows:

1. EMPLOYMENT RELATIONSHIP. I understand and acknowledge that this CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT (this "Agreement") does not alter, amend or expand upon any rights I may have to continue in the employ of, or the duration of my employment with, the Company under any existing agreements between the Company and me or under applicable law. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship."

2. DUTIES. I will perform for the Company such duties as may be designated by the Company from time to time. During the Relationship, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. DEFINITIONS. As used in this Agreement, the following terms have the following definitions:

a. "Clients" means any person or entity (i) for whom the Company performs services, or sells or licenses products or technology; (ii) who performs services, or sells or licenses products or technology to Company; or (iii) from whom I, on the Company's behalf, or the Company obtains information.

b. "Confidential Information" means proprietary techniques and confidential information that the Company has or will develop(ed), compile(d), or own(ed), or that the Company receives under conditions of confidentiality. Confidential Information includes not only information disclosed by the Company (including its employees, agents, and independent contractors) or its Clients to me in the course of employment, but also information (including Inventions) developed or learned by me during the course of my employment with Company. Confidential Information is to be broadly defined and includes (i) all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging and (ii) all information that, if disclosed without authorization, could be detrimental to the interests of Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitation, Confidential Information includes all information on

teachings, techniques, processes, formulas, software (both object code and source code), trade secrets, inventions, discoveries, improvements, research or development, test results, specifications, drawings, engineering, hardware configuration information, technology, data, notebooks, know-how, negative know-how, formats, marketing plans, business plans and other business information, strategies, forecasts, non-public financial information, budgets, projections, and customer, Client lists, Client identities and characteristics, and agreements with Clients.

4. INVENTIONS

a. "Inventions" means discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, results, data, and other work products (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by me (either alone or jointly with others) during the period of employment, that (i) are related to or useful in the business of the Company, (ii) result from any work performed by me for the Company, or (iii) result from the use of premises owned, leased, or otherwise used or acquired by the Company.

b. Inventions Retained and Licensed. I have attached hereto as Exhibit A a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine

c. Assignment of Inventions. I hereby agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all of my rights, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of my Relationship with the Company (collectively referred to as "Inventions"), except as provided in Section 4(f) below. I further acknowledge that all Inventions made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works

made for hire” (to the greatest extent permitted by applicable law) and are compensated by my salary, unless regulated otherwise by mandatory applicable law.

d. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company’s place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company’s business. I agree to return all such records (including any copies thereof) to the Company at the time of termination of my Relationship with the Company as provided for in Section 11.

e. Patent and Copyright Rights. I agree to assist the Company or its designee at its expense, in every proper way to secure the rights of the Company or its designee in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, maskwork rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to the Company or its designee as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company or such designee.

f. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section

2870 (attached hereto as Exhibit C). I will advise the Company promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

5. NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION. At all times, both during my employment and after the cessation of my employment, I will keep in strictest confidence and trust all Confidential Information, and I will not disclose, use, or induce or assist in the use or disclosure of any Confidential Information or rights pertaining to Confidential Information, or anything related thereto, without the prior express written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. I further agree to promptly advise the Company of any knowledge that I may have of any unauthorized release or use of the Company's Confidential Information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with any Confidential Information of the Company.

6. CONFLICTING EMPLOYMENT. During the period of my employment I will not directly or indirectly engage in any employment, occupation, consulting or other business activity which could reasonably be construed as competitive with the Company, other than with the Company's prior express written consent.

7. BUSINESS OPPORTUNITIES. During the period of my employment I will promptly disclose to appropriate corporate officers and/or directors all business opportunities that are presented to me in my capacity as an officer or employee of the Company, which are similar in nature to the type of business the Company engages in or has expressed an interest in undertaking or getting involved in. I promise not to usurp or take advantage of any such business opportunity without first offering such opportunity to the Company.

8. NON-SOLICITATION OF EMPLOYEES. I agree that during the term of my Relationship with the Company, and for a period of twenty-four (24) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, during my Relationship with the Company and at any time following termination of my Relationship with the Company for any reason, with or without cause, I shall not use any Confidential Information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his, her or its purchase of products and/or services to any person, firm, corporation, or other entity in competition with the business of the Company.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION OF THIRD PARTIES. I recognize that the Company has received and in the future will receive from

third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence, and I will not disclose, use, or induce or assist in the use or disclosure of any such confidential or proprietary information without the prior express written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company consistent with the Company's agreement with such third party.

10. PRIOR KNOWLEDGE AND PRIOR RELATIONSHIPS.

a. Except as disclosed in Exhibit B, I have no knowledge of the Company's Confidential Information other than information I have learned from the Company.

b. I have disclosed in Exhibit B, a complete list of all inventions that are proprietary to me and that I want to exclude from Inventions as defined under this Agreement. The Company will receive and hold all such disclosures in confidence.

c. I have no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent me from performing any of my obligations to the Company under this Agreement.

d. I will not disclose to the Company, use, or induce the Company to use any proprietary information or trade secrets of others. I represent and warrant that I have returned all property and confidential information belonging to all others.

11. CESSATION OF EMPLOYMENT.

a. If my employment with the Company ceases for any reason, I shall promptly and without request (i) inform the Company of and deliver to the Company all documents and data pertaining to my employment and all Confidential Information and Inventions, whether prepared by me or otherwise coming into my possession or control; (ii) return to the Company any of its property then in my possession, and (iii) sign the certificate in Exhibit C. I shall not retain any written or other tangible material (whether in electronic or hardcopy form) containing any information concerning or disclosing any Confidential Information or Inventions.

b. If my employment with the Company ceases for any reason, I will protect the value of the Confidential Information and Inventions and will prevent their misappropriation or disclosure. I will not disclose or use any Confidential Information or Inventions for my benefits or the benefit of any third party, or to the detriment of the Company or its Clients.

12. SPECIFIC PERFORMANCE.

a. I acknowledge and agree that my breach of this Agreement will cause the Company irreparable harm for which money damages are inadequate compensation, and that the Company will be entitled to injunctive relief to enforce this Agreement, in any court of competent jurisdiction, in addition to damages and other available legal remedies.

b. I acknowledge and agree that the protections set forth in this agreement are a material condition to my employment with and compensation by the Company.

13. AMENDMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.

14. EXHIBITS. The following agreements and Exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:

Exhibit A - LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS
OF AUTHORSHIP EXCLUDED IN ACCORDANCE WITH SECTION 4

Exhibit B – PRIOR KNOWLEDGE AND INVENTIONS

Exhibit C – WRITTEN NOTIFICATION TO EMPLOYEE OF LABOR
CODE SECTION 2870

Exhibit D – CESSATION OF EMPLOYMENT CERTIFICATE.

If any inconsistency exists or arises between a provision of this Agreement, and a provision of any Exhibit, the provisions of this Agreement will prevail.

15. CHOICE OF LAW. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined by California Law.

16. SEVERABILITY. Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein, and will not affect any other provision or provisions of this Agreement.

17. AT-WILL EMPLOYMENT. I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes “at-will” employment. I understand and acknowledge that this means that the Company has and will continue to have the absolute and unconditional right to terminate my employment for any reason or no reason, with or without cause or prior notice. Nothing in this Agreement shall obligate the Company to continue to retain me as an employee.

18. NO WAIVER. No implied waiver by the Company of any provision within this Agreement shall arise in the absence of a waiver in writing signed by the Company and no waiver by the Company with respect to a specific circumstance, event or occasion shall be construed as a continuing waiver as to similar circumstances, events or occasions.

19. ATTORNEYS FEES. In the event that any legal proceeding is instituted to enforce, interpret or evade the terms of this Agreement, the prevailing party shall be able to recover its reasonable attorney's fees and costs against the other party on both its contract and related tort claims arising under this Agreement.

20. REMEDIES. I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm and therefore agree that the Company will be entitled to seek extraordinary relief in court, including without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

21. ENTIRE AGREEMENT. This Agreement contains the sole and entire Agreement and understanding between the Company and myself with respect to the subject matter hereof, and supercedes and replaces any prior agreement to the extent any such agreement is inconsistent herewith.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company and its successors or assigns.

23. SURVIVAL. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

24. EFFECTIVE DATE. This Agreement shall be effective as of the first date of my being retained to render services to the Company and shall continue in full force during my employment with the Company and after the cessation of my employment.

I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, I HAVE READ ALL OF THIS AGREEMENT AND UNDERSTAND IT COMPLETELY AND BY MY SIGNATURE BELOW I REPRESENT THAT THIS AGREEMENT IS THE ONLY STATEMENT MADE BY OR ON BEHALF OF THE COMPANY UPON WHICH I HAVE RELIED IN SIGNING THIS AGREEMENT.

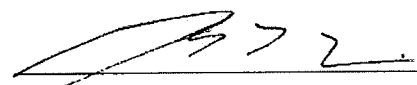
So agreed this 30 day of October, 2015

Robert Ng

Signature

Print Name: Robert Ng

BIOMARIN PHARMACEUTICAL INC

By: 

Title: Sr. V.P., General Counsel

Date: _____

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED IN ACCORDANCE WITH SECTION 4

Title	Date	Identifying Number or Brief Description
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☒ No inventions or improvements

☐ Additional Sheets Attached

Signature of Employee: Robert Ng

Print Name of Employee: Robert Ng

Date: 10/30/15

EXHIBIT B
PRIOR KNOWLEDGE AND INVENTIONS

1. I acknowledge that I know nothing about the Company's Confidential Information or Inventions other than the following information that has been disclosed to me by the Company or its Clients (if none, so state):

None

2. I acknowledge that I have not conceived, made or reduced to practice (alone or jointly with others) any inventions other than the following, which will not be treated as Inventions under this Agreement (if none, so state):

None

3. I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with this Agreement or with my relationship with the Company other than with the following persons or entities (specify and if none, so state):

None

Date: 10/30/15

Robert Ng

Signature

EXHIBIT C

CALIFORNIA LABOR CODE SECTION 2870:

In accordance with California Labor Code Section 2872, you are hereby notified that your Confidentiality and Inventions Agreement does not require you to assign to the Company any invention for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

The following is the text of California Labor Code Section 2870:

“(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:

(1) Relate at the time of conception for reduction to practice of the invention to 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 public policy of this state and is unenforceable.”

I hereby acknowledge receipt of this written notification.

Date: 10/30/15

Robert Ng

Signature

EXHIBIT D
CESSATION OF EMPLOYMENT CERTIFICATE

I hereby certify that I have complied with and will continue to comply with the terms of the Confidentiality and Inventions Agreement ("Agreement"), which I signed, including the prompt reporting of all Inventions conceived or made by me that are covered by the Agreement. All capitalized terms used but not defined in this certificate will have the meanings assigned to them in the Agreement.

I further certify that I do not have in my possession, nor have I failed to return, any Confidential Information or copies of such information, or other documents or materials, equipment, or other property belonging to the Company or its Clients.

I agree that in compliance with the Agreement, I will preserve as confidential and not use any Confidential Information, Inventions or other information that has or could have commercial value or other utility in the business in which the Company or its Clients are engaged or in which they contemplate engaging. I will not participate in the unauthorized disclosure of information that could be detrimental to the interests of the Company or its Clients, whether or not such information is Confidential Information under the Agreement or is identified as Confidential Information by the Company or its Clients.

Date: 10/30/15

Robert Ng
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: *Robert Ng*
Date: 10/30/15 (m/d/yy)
Signature ID: 26SZQ7TSG-W0L3ECI7Y

Powered by **Taleo** ✖

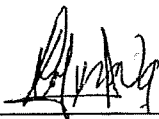
EXHIBIT D
CESSATION OF EMPLOYMENT CERTIFICATE

I hereby certify that I have complied with and will continue to comply with the terms of the Confidentiality and Inventions Agreement ("Agreement"), which I signed, including the prompt reporting of all Inventions conceived or made by me that are covered by the Agreement. All capitalized terms used but not defined in this certificate will have the meanings assigned to them in the Agreement.

I further certify that I do not have in my possession, nor have I failed to return, any Confidential Information or copies of such information, or other documents or materials, equipment, or other property belonging to the Company or its Clients.

I agree that in compliance with the Agreement, I will preserve as confidential and not use any Confidential Information, Inventions or other information that has or could have commercial value or other utility in the business in which the Company or its Clients are engaged or in which they contemplate engaging. I will not participate in the unauthorized disclosure of information that could be detrimental to the interests of the Company or its Clients, whether or not such information is Confidential Information under the Agreement or is identified as Confidential Information by the Company or its Clients.

Date: 11/18 2016

 ROBERT NG
Signature – Robert Ng

BIOMARIN PHARMACEUTICAL INC.

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TEMPORARY EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In exchange for my being assigned by my employer, PRO Unlimited, Inc. (the "Temporary Agency"), to provide temporary services to BioMarin Pharmaceutical Inc., its affiliates, subsidiaries, successors and assigns, (collectively, the "Company") and the compensation now and hereafter paid to me, I hereby agree to this Confidential Information and Inventions Agreement (the "Agreement").

1. **DUTIES.** I will perform for the Company such duties as may be designated by the Company from time to time. During the period of this temporary relationship, I will not directly or indirectly engage in any employment, occupation, consulting or other business activity which could reasonably be construed as competitive with the Company, without the Company's prior express written consent.

2. **DEFINITIONS.** As used in this Agreement, the following terms have the following definitions:

a. "Confidential Information" means any and all confidential knowledge, data or information related to Company's business or its actual or demonstrably anticipated research or development. Confidential Information includes not only information disclosed to me by the Company (including its employees, agents, and independent contractors) or by healthcare providers or their patients, or any other third party with whom the Company does business, but also information (including Inventions as defined below) developed or learned by me during the course of my employment with Company. By way of illustration but not limitation, "Confidential Information" includes: (i) all information on teachings, techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development, and clinical test results; (ii) marketing plans, business plans and other business information, strategies, forecasts, budgets, projections, and any other non-public business or financial information; (iii) health care provider and patient lists, and information regarding health care providers or their patients; (iv) information regarding Company personnel including employee lists, employee compensation, and employee skills and performance; and (v) any other non-public information which a competitor of Company could use to the competitive disadvantage of the Company.

b. "Inventions" means trade secrets, mask works, discoveries, developments, concepts, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, other works of authorship, results, data, and other work products (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by me (either alone or jointly with others) during the period of my employment with the Company.

3. **INVENTIONS.**

a. **Prior Inventions.** Attached as Exhibit A is a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of my employment with the Company (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, and which may relate in any way to any of the Company's proposed businesses, products or anticipated research and development, and which are not assigned to the Company. If no such list is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate into a Company product, process or machine, a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

b. **Assignment of Inventions.** I hereby agree that I will promptly make full written disclosure to the Company and hereby assign to the Company, or its designee, and agree to assign in the future, all of my rights, title and interest throughout the world in and to any and all Inventions, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of my employment with the Company except as provided in Section 3(e) below. Inventions assigned to Company are referred to in this Agreement as "Company Inventions." I further acknowledge that all Inventions made by me within the scope of and during the period of my employment with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary, unless regulated otherwise by mandatory applicable law.

c. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made by me during the period of my employment with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by the Company. I agree to return all such records (including any copies thereof) to the Company upon request or at the time of termination of my employment with the Company.

d. **Enforcement of Patent and Intellectual Property Rights.** I will assist the Company (or its designee) in every proper way to obtain, and from time to time enforce, United States and foreign trade secrets, copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights (collectively, the "Intellectual Property Rights") relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness and disclosing pertinent information) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Intellectual Property Rights to the Company or its designee, including the United States or any third party designated by Company. My obligation to assist the Company with respect to Intellectual Property Rights relating to such Company Inventions in any and all countries will continue beyond the termination of my employment. 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 this paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in 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. 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 Intellectual Property Rights assigned under this Agreement to Company.

e. **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached as Exhibit B). I will advise the Company promptly in writing of any Inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

f. **Obligation to Keep The Company Informed.** During the period of my employment and for one (1) year after termination of my employment, I will promptly and fully disclose to the Company in writing all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within one (1) year after termination of employment. 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 the provisions of California Labor Code Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to Company pursuant to this Agreement relating to Inventions that qualify fully for protection under California Labor Code 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under California Labor Code Section 2870.

4. **NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.** At all times, both during my employment and after the cessation of my employment, I will not disclose, use, induce, or assist in the use or disclosure of any Confidential Information without the prior express written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. I further agree to promptly advise the Company of any knowledge that I may have of any unauthorized disclosure or use of the Company's Confidential Information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with any Confidential Information of the Company. I will obtain Company's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I hereby assign any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

5. **DEFEND TRADE SECRETS ACT NOTICE.** Notwithstanding the foregoing Section 4, pursuant to 18 U.S.C. Section 1833(b), I understand that I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and is made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I understand that if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the trade secret to my attorney and use the trade secret information in a court proceeding if: (i) any document containing the trade secret is filed under seal; and (ii) the trade secret is not disclosed, except pursuant to a court order.

6. **NON-SOLICITATION OF EMPLOYEES AND CUSTOMERS.** I agree that during the period of my employment with the Company, and for a period of twenty-four (24) months immediately following the termination of my employment with the Company for any reason, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or contractors/consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or contractors/consultants of the Company, either for myself or for any other person or entity. Further, during my employment with the Company and at any time following termination of my employment with the Company for any reason, I shall not use any Confidential Information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his, her or its purchase of products and/or services to any person, firm, corporation, or other entity in competition with the business of the Company.

7. **PRIOR KNOWLEDGE AND PRIOR RELATIONSHIPS.**

a. I have not entered into any agreements, relationships, or commitments with any other person or entity that conflict with or would prevent me from performing any of my duties as an employee or any obligations to the Company under this Agreement.

b. I will not disclose to the Company, use, or induce the Company to use, any confidential, proprietary, or trade secret information belonging to any other entity or person. I represent and warrant that I have returned all property and confidential information belonging to all others. I will not bring onto the premises of Company, or upload onto any Company systems, any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

8. **CESSATION OF EMPLOYMENT.**

a. If my employment with the Company ceases for any reason, I shall promptly and without request: (i) return to the Company all of its property, documents, Inventions and Confidential Information then in my possession,

custody or control, and (ii) sign the Cessation of Employment certificate attached hereto as Exhibit C. Following the termination of employment, I shall not retain any written or other tangible material (whether in electronic or hardcopy form) containing any information concerning or disclosing any Confidential Information. Additionally, I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, device, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed.

9. PUBLICATION OF THIS AGREEMENT TO SUBSEQUENT EMPLOYER OR BUSINESS ASSOCIATES OF EMPLOYEE. If I am offered employment or the opportunity to enter into any business venture as owner, partner, consultant or other capacity (collectively, Subsequent Employer or Business Associate(s)) while the restrictions described in Section 6 are in effect, I agree to inform such Subsequent Employer or Business Associate(s) of my obligations under this Agreement. Moreover, I agree to inform the Company of all employment and business ventures which I enter into while the restrictions described in Section 6 of this Agreement are in effect and I also authorize the Company to make such persons or entities aware of my obligations under this Agreement.

10. REMEDIES. I acknowledge and agree that my breach of this Agreement will cause the Company irreparable harm for which money damages are inadequate compensation, and that the Company will be entitled to injunctive relief, specific performance, or other equitable relief to enforce this Agreement in any court of competent jurisdiction, without the necessity of posting a bond or other security and without prejudice to any other rights or remedies that the Company may have for a breach or threatened breach of this Agreement.

11. AMENDMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties, provided it is in writing and signed by both parties.

12. CHOICE OF LAW. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined by California law.

13. SEVERABILITY. If any provision of this Agreement, for any reason, is held to be invalid, illegal or unenforceable in any respect, then such provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. The invalidity, illegality, or unenforceability of any provisions will not affect the other provisions of this Agreement.

14. AT-WILL EMPLOYMENT. I understand and acknowledge that my employment with the Company is temporary, and at all times, will be at-will. I understand and acknowledge that this means that the Company has and will continue to have the right to terminate my employment, with or without cause or advance notice. Nothing in this Agreement shall obligate the Company to continue to retain me as an employee.

15. NO WAIVER. No implied waiver by the Company of any provision within this Agreement shall occur. No waiver by the Company of any provision in this Agreement with respect to a specific circumstance, event or occasion shall be construed as a continuing waiver as to similar circumstances, events or occasions.

16. ATTORNEYS' FEES. In the event that any legal proceeding is instituted to enforce, interpret or evade the terms of this Agreement, the prevailing party shall be able to recover its reasonable attorneys' fees and costs against the other party.

17. ENTIRE AGREEMENT. This Agreement, and its exhibits, contains the sole and entire Agreement and understanding between the Company and myself with respect to the subject matter hereof. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and supersedes any

other such promises, warranties, or representations. This Agreement may be executed in counterparts, each of which shall be deemed to be part of one original, and facsimile and electronic signatures shall be equivalent to original signatures.

18. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company and its successors or assigns.

19. **SURVIVAL.** The provisions of this Agreement shall survive the termination of my employment with the Company and the assignment of this Agreement by the Company to any successor in interest or other assignee.

20. **EFFECTIVE DATE.** This Agreement shall be effective as of the first date of my employment with the Company and shall continue in full force during my temporary employment with the Company and after the cessation of my employment.

I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, I HAVE READ THIS AGREEMENT, AND I UNDERSTAND ALL OF ITS TERMS AND PROVISIONS.

So agreed this ⁵ 22 day of _____, 20 17

Michael A. Lochrie
Signature

Print Name: Michael Lochrie

BIOMARIN PHARMACEUTICAL, INC.

By: Richard J. Rancieri

Title: Executive V.P., Human Resources & Corporate Affairs

Date: 05/22/2017

EXHIBIT A

EXCLUDED PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
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☒ No inventions or improvements

☐ Additional Sheets Attached

Signature of Employee: Michael N. Lochrie
Michael Lochrie

Print Name of Employee: Michael Lochrie

Date: 05/22/2017

EXHIBIT B

CALIFORNIA LABOR CODE SECTION 2870:

In accordance with California Labor Code Section 2872, you are hereby notified that your Confidentiality and Inventions Agreement does not require you to assign or offer to assign to the Company any invention for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

The following is the text of California Labor Code Section 2870:

"(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:

(1) Relate at the time of conception for reduction to practice of the invention to 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 public policy of this state and is unenforceable."

I hereby acknowledge receipt of this written notification.

Date: 05/22/2017

Michael A. Leach
Signature

EXHIBIT C

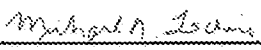
CESSATION OF EMPLOYMENT CERTIFICATE

I hereby certify that I have complied with and will continue to comply with the terms of the Confidentiality and Inventions Agreement ("Agreement"), which I signed, including the prompt reporting of all Inventions conceived or made by me that are covered by the Agreement. All capitalized terms used but not defined in this certificate will have the meanings assigned to them in the Agreement.

I further certify that I do not have in my possession, nor have I failed to return, any Confidential Information or copies of such information, or other documents or materials, equipment, or other property belonging to the Company.

I agree that in compliance with the Agreement, I will preserve as confidential and not use any Confidential Information, Inventions or other information that has or could have commercial value or other utility in the business in which the Company are engaged or in which they contemplate engaging. I will not participate in the unauthorized disclosure of information that could be detrimental to the interests of the Company, whether or not such information is Confidential Information under the Agreement or is identified as Confidential Information by the Company.

Date: 05/22/2017



Signature