

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7649208

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KASHIF IKRAM	10/03/2016
RECEIVING PARTY DATA		
Name:	COVIDIEN AG	
Street Address:	VICTOR VON BRUNS-STRASSE 19	
City:	NEUHAUSEN AM RHEINFALL	
State/Country:	SWITZERLAND	
Postal Code:	8212	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16305685	
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:	2034925000	
Email:	rs.patents.two@medtronic.com, dzeldin@carterdeluca.com	
Correspondent Name:	COVIDIEN LP	
Address Line 1:	60 MIDDLETOWN AVENUE MAILSTOP 54, LEGAL DEPT	
Address Line 2:	MAILSTOP 54, LEGAL DEPT	
Address Line 4:	NORTH HAVEN, CONNECTICUT 06473	
ATTORNEY DOCKET NUMBER:	356520US02/203-11083PCTUS	
NAME OF SUBMITTER:	FRANCESCO SARDONE	
SIGNATURE:	/Francesco Sardone/	
DATE SIGNED:	11/16/2022	
Total Attachments: 7		
source=02156637#page1.tif		
source=02156637#page2.tif		
source=02156637#page3.tif		
source=02156637#page4.tif		
source=02156637#page5.tif		

source=02156637#page6.tif

source=02156637#page7.tif

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT IS EXECUTED BY

Kashif Ikram, resident of Limmattalstrasse 1, 8049 Zurich, Switzerland (hereinafter 'Assignor') (which expression unless repugnant to the meaning or context thereof shall mean and include their respective heirs and executors) of the **ONE PART**

IN FAVOUR OF

Covidien AG, having registered address at Victor Von Bruns-Strasse 19, 8212 Neuhausen am Rheinfall, Switzerland (hereinafter 'Assignee') (which expression unless repugnant to the meaning or context thereof shall mean and include its successors and Assigns) and represented by its authorized signatory Mr. Hakan Olsson of the **OTHER PART**;

WHEREAS the Assignor is the inventor of an invention titled "**ROBOTIC SURGICAL SYSTEM WITH AN EMBEDDED IMAGER**", identified by reference number: **356520US02(203-11083)**, the subject of United States Non-Provisional Patent Application No. **16/305,685** filed **November 29, 2018**, hereinafter referred to as the "Invention". Assignor hereby grant Assignee and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application after such information becomes known to them.

WHEREAS Assignor is an employee of Assignee and recognizes that the Invention has been developed using the resources and facilities provided by Assignee in the course of the employment of Assignor, governed by the agreement of employment between Assignee and Assignor.

NOW THEREFORE, it is agreed that in consideration of the remuneration, facilities and perks received by Assignee, Assignor does hereby assign and transfer to Assignee the entire interest in the Invention disclosed in the invention disclosure with the above title and reference number, including all patent applications, utility model applications, design applications or other intellectual property rights, originating from the Invention, filed in any country including all divisional and continuation applications and the right to claim priority from such applications including the right to claim priority under the Paris Convention for the Protection of Industrial Property, all re-examination applications, all re-issue applications, and any patents, utility models, designs or other intellectual property rights which may issue for the Invention.

Assignor further agrees and warrants to execute all such further papers and perform such other acts as Assignee may reasonably request to obtain or maintain such patents, utility models, designs other intellectual property rights in any country.

It is understood and agreed to by the parties hereto, that on the execution of this Deed of Assignment, no rights of any nature whatsoever, in respect of such Intellectual Property, shall survive with Assignor. Assignor further undertakes not to make any claim in the future with regard to such Intellectual Property assigned to the Assignee vide this Deed of Assignment.

Authorized signatory of Assignor

Signature

Name:

Place, Date:

Assignee hereby acknowledges and agrees to such assignment and transfer

Authorized signatory of Assignee

Signature

Name:

Place, Date:

Medtronic

Covidien AG
Victor von Bruns-Strasse 19
8212 Neuhausen am Rht.
Switzerland
www.medtronic.com

Tel +41 52 556-0600
Fax +41 52 556-0695

Kashif Ikram
Limmattalstr. 1
8049 Zürich
Switzerland

Neuhausen am Rheinfalt, September 12th, 2016

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into as of September 12th, 2016, by and between **Kashif Ikram** (the "Employee"), and **Covidien AG** (the "Company"), a company organized and existing under the laws of Switzerland.

FUNCTION AND DUTIES

The Company hereby engages the Employee as **Senior Director Robotics EMEA (Business Title) – internal job code 245460**. The Employee may be assigned other or additional functions as and when requested by the Company. Any changes in duties and/or functions will not be considered as a change in the essential provisions and conditions of this Agreement and will not constitute the basis for the termination of this Agreement.

STARTING DATE

The definite starting date is **January 1st, 2017**. This contract replaces all currently existing contracts of employment.

The Company acknowledges the Employee's seniority in case of uninterrupted employment with the Medtronic Group of Companies as of the Employee's initial start date.

PLACE OF WORK

The Employee's ordinary place of work will be Zurich.

TERMS OF EMPLOYMENT

- This Agreement will remain in force until it is terminated by either party. The Agreement may be terminated by either party by giving the other written notice.
- The current notice period is equal to **3 months**. The employment is effectively terminated at the end of the month in which the notice period expires.
- The first three months of employment normally considered as a trial period have been waived due to the seniority of the Employee.

REMUNERATION / COMPANY CAR ALLOWANCE

The Employee shall receive an annual gross salary of CHF 268'633.32 (at **100%**) payable in 12 equal monthly installments of CHF 22'386.11 (at **100%**). The annual salary may be reviewed, based upon performance, changes in duties, responsibilities and functions, etc.

Your company car allowance remains grandfathered.

ANNUAL INCENTIVE PLAN

In accordance with the Company's Compensation Program, the Employee will be eligible to participate in a Company Performance-based Incentive Plan targeted at 30% of base salary. The resulting payout may be lower or higher, based upon actual performance compared to the objectives established at the start of each fiscal year. If the employee leaves the company during the Incentive Plan Period, the Company shall make a pro-rated MIP payment at target incentive against the latest calculated quarterly MiP performance percentage accrued by finance. However individual documented lack of performance may result in the reduction and/or non-payment of an incentive to an incentive plan participant, even though he/she would otherwise potentially "qualify" for an incentive payout.

EXPENSES

The Employee will be paid or reimbursed for reasonable expenses properly incurred by him/her while performing his/her duties on behalf of the Company, subject to the Employee producing original receipts in respect of such expenses, when requested by the Company.

VACATION

The Employee is entitled to 25 working days of vacation each calendar year. The annual entitlement should be taken entirely by the end of the calendar year; if this is not possible, then the carry forward of maximum 10 vacation days will be allowed. All carried forward days must be taken by the end of the fiscal year, i.e. by April 30th of the following year.

WORKING HOURS

The Employee's standard hours of work comprise 40 hours per week. The Employee may be requested to perform some overtime work. In such case, the Employee agrees that the base salary provided under the Agreement constitutes an adequate compensation of any overtime work performed.

OTHER BENEFITS

In addition to the Employee's gross monthly salary, the Company shall provide additional benefits to the Employee, required by applicable law and as stipulated in the applicable Policies. These Policies are governed by Swiss law. The Company reserves the right to amend or terminate such Policies, at any time and for any reason within the framework provided by the Swiss law.

WARRANTY

The Employee represents and warrants that he/she is not a party to any other agreements with third parties which may actually or potentially present a conflict of interest with the Employee's current duties.

THE COMPANY POLICIES AND PROCEDURES

The Employee agrees to adhere to all internal policies and procedures as communicated and amended from time to time, including but not limited to The Compass: Our Code of Conduct for Living out the Mission, and other business conduct and workplace related policies. Compliance with such policies forms an integral part of the employment of the Employee and they will be made available to the employee after joining the company.

CONFIDENTIALITY, NON-COMPETE, INVENTION

CONFIDENTIALITY

- The Employee shall observe secrecy and not disclose to any third party or use outside of his employment any Confidential Information.
- Confidential information shall mean any proprietary, confidential or trade secret information of the Company or its Affiliates, regardless of whether such information is marked as confidential or not and whether in oral, written, electronic or any other intangible form, as disclosed by Medtronic or its Affiliates to the Employee or learnt in any other manner by the Employee during the employment relationship. Confidential Information shall include but not be limited to business, organizational, operational or technical knowledge, market and product information, ideas, techniques, processes and innovations.
- Confidential Information shall be carefully maintained and shall be returned to the Company at the latest upon termination of the employment or, in the event of a suspension, at the date of suspension.
- The Employee's attention is drawn to the fact that the respect of the provisions of this article is vital to the Company and as a result any infringement or violation of these provisions will constitute sufficient reason for the Company to terminate the employment agreement without notice.

- Furthermore, upon a violation or infringement the Company may seek compensation and / or injunctive relief.

NON-COMPETE RESTRICTION ON COMPETITION DURING AND AFTER THE TERM OF EMPLOYMENT

- Subject to art.340 - 340 c of the Swiss Code of Obligations, The Employee agrees that during the term of his/her employment with the Company and for a period of 12 months after the termination of employment (or such lesser period as the Company shall decide), the Employee will not, directly or indirectly, render services to any person or entity or engage in any business, individually or with others, whether as a proprietor, partner, employee, consultant, agent or shareholder of more than 5% of any class of capital stock of a corporation, in connection with the development, design, manufacture, procurement, marketing or sale of a Competitive Product in the same territory for which the Employee had access to confidential business information.
- Competitive Product is defined as any product, product line or service (including any component thereof or research & development information related to a product or service) that is being procured, designed, developed, manufactured, marketed or sold by anyone other than the Company and is of the same general type, performs similar functions or is used for the same purpose as those products.
- The Employee's attention is drawn to the fact that compliance with the provisions of this article is vital to the business interests of the Company. Any violation or infringement of these provisions during the term of employment will have such a significant impact on the relationship between the Company and the Employee that it will constitute sufficient reason for the Company to terminate the employment agreement without notice.
- If the Employee violates or infringes the provisions of this article, either during the term of employment or thereafter, the Employee shall be required to pay the Company a fine equivalent to six months' salary of the Employee at the time of termination for each case of breach. In addition, the Company will be entitled to collect full compensation from the Employee for the resulting damages to the Company in excess of any fine paid. Payment of the fine or damages does not permit the Employee to continue to violate or infringe this article. The Company will be entitled to seek injunction or any other type of immediate relief to stop the violation or infringement as quickly as possible, regardless whether any fine or damage amount is offered or paid.
- If the Employee is terminated for cause, the non-competition obligation described above shall survive. However, the Employee shall not receive any compensation. If the Employee's employment terminates for any other reason, and solely if the Company confirms in writing, within 10 calendar days following the receipt of the notice of termination, its intention to enforce such obligation, the Company shall compensate the Employee for the non-competition obligation in an amount equal to the base monthly salary of the Employee at the time of termination multiplied by the number of months for which the non-competition obligation shall apply (up to a maximum of 12). Any such compensation shall be paid on a monthly basis in accordance with the procedures customarily used by the Company to make salary payments and will be subject to the same withholdings as for all salary payments. The Company shall be entitled to deduct from any such compensation any salary or other work-related compensation the Employee receives or earns during the period of the non-competition obligation. To that end, the Employee shall be required to provide information and supporting documentation to the Company regarding the source and amount of any such salary or other work-related compensation.
- The Employee undertakes that it shall not without the prior written consent of the Company for a period of 6 months from the Termination Date either on Employee's own behalf or on behalf of any person, firm or company in relation to the Restricted Business as defined in Section 19.b directly or indirectly approach, solicit, endeavor to entice away, employ, offer employment, procure the employment of, engage, offer employment to or procure the engagement of any person who was an employee of the Company or any Group Company at the Termination Date whether or not such person would commit any breach of his/her contract of employment or engagement by reason of so leaving the service of the Company.

If the Employee violates or infringes the provisions of this article, for a period of 6 months from the Termination Date, the Employee shall be required to pay the Company a fine of 6 times the monthly base salary at the Termination Date for each case of breach. In addition, the Company will be entitled to collect full compensation from the Employee for the resulting damages to the Company in excess of any fine paid. Payment of the fine or damages does not permit the Employee to continue to violate or infringe this article.

INVENTION CLAUSE

The Employee agrees to promptly disclose to the Company in writing all inventions and all such inventions shall be the exclusive property of the Company and are hereby assigned to the Company. If the invention does not relate to the existing or reasonably foreseeable business interests of the Company, the Company may, at its sole discretion, release or license that invention to the Employee upon written request. Further, the Employee will, at the Company's expense, give the Company all assistance it reasonably requires to perfect, protect and use its rights to inventions. In particular, but without limitation, the Employee will sign all documents, do all things, and supply all information that the Company may deem necessary or desirable to:

- transfer or record the transfer of his/her entire right, title and interest in inventions; and
- enable the Company to obtain patent, copyright or trademark protection for inventions anywhere in the world.

The obligations of this paragraph shall continue beyond the termination of employment with respect to inventions conceived or made by the Employee during the period of his/her employment and shall be binding upon assignees, executors, administrators and other legal representatives. For purposes of this Agreement, any invention relating to the business of the Company on which the Employee files a patent application within one (1) year after termination of employment with the Company shall be presumed to including inventions conceived by the Employee during the term of employment, subject to proof to the contrary by good faith, written and duly corroborated records establishing that such invention was conceived and made following termination of employment. The provisions of this article apply also to all inventions made out of the Employee's specific obligations (art. 332 al. 2 of the Swiss Obligations code). In this case only, an additional compensation will be agreed upon, based on all circumstances, in particular the value of the invention, the input of the Company or other participants, the use of the Company's material and hardware, the expenses made by the Employee and his/her rank within the Company.

MODIFICATIONS

Any modification must be in writing and signed by both parties.

SEVERABILITY

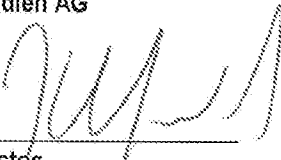
In the event that any provision to this Agreement is invalid or unenforceable under applicable law, the validity and enforceability of the remaining provisions shall not be affected.

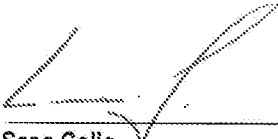
GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the substantive laws of Switzerland, respectively the canton of Schaffhausen.

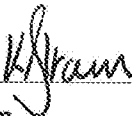
Executed on September 12th, 2016 in Neuhausen am Rheinfall in two originals.

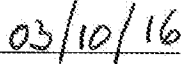
Covidien AG


Christos
Assimakopoulos
Director of Int'l
Accounting


Sasa Colic
Human Resources
Manager

Read and agreed:


Kashif Ikram


Date

EMPLOYEE CONSENT FORM FOR DATA PRIVACY


I acknowledge that Covidien AG ("the Controller") will continue to collect, use and process (both by computer and manually) personal information about me, including details of my name, address, references, bank details, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, work record, next of kin, sensitive personal data relating to my health and data held for employment law purposes, compliance program administration, management and organizational assessments ("Employee Data"). This Employee Data may be used for personnel, administration and management purposes, including career development and compliance program administration, in connection with my employment or the administration of my post-employment benefits and to comply with the Company obligations regarding the retention of employee/worker records.

I further understand and agree that my Employee Data may, if necessary for the above purposes, be transferred to third parties, including other companies within the Medtronic group of companies, their advisors, third parties providing products and services, such as IT system suppliers, pension, benefits, stock options and payroll administrators, as well as regulatory authorities (including tax authorities) or as required by law and Medtronic plc. I agree that the Company, as well as the third parties described above, may process the Employee Data in the country where I am employed, in other countries of the European Economic Area ("EEA"), and outside the EEA, including Switzerland and the United States of America ("U.S."). I also understand that some of the countries outside the EEA to which Employee Data may be transferred to may not offer a similar level of protection with respect to privacy of personal data.

I understand and agree that the Company operates with a Human Capital Management system provider, currently Workday, Inc., a company located in the U.S with an address at 6230 Stoneridge Mall Road, Pleasanton, CA 94588, United States of America, using the Workday system, which will process and store the Employee Data for the a.m. Purpose. I agree that IT system providers (including Workday, Inc.) will process my Employee Data operating with cloud computing. Cloud computing allows for convenient, access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications and services) that can be rapidly provisioned with minimal management effort or services provider interaction. Under this model, a customer's software and data are located on the vendor's servers and other infrastructure, and the customer accesses it over the public internet via a web browser (Microsoft Internet Explorer). The Company data is in a "private cloud" and protected by the Company approved security controls.

I understand that I should contact my Human Resources Manager with any queries that I may have about my Employee Data.

By signing this employment agreement, I expressly consent to the processing and transfer of my Employee Data in accordance with this paragraph during and after my employment.



Kashif Ikram

03/10/16

Date