

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7966162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RYAN ELLIOTT JONES	09/05/2018
RECEIVING PARTY DATA	
Name:	PROGENITY, INC.
Street Address:	4330 LA JOLLA VILLAGE DRIVE
Internal Address:	SUITE 200
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92122
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16839107
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
<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:	3107883267
Email:	patentprocurement@perkinscoie.com
Correspondent Name:	KENNETH H. OHRINER
Address Line 1:	P. O. BOX 1247
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	144573.8001.US00
NAME OF SUBMITTER:	JULIE WILLIE
SIGNATURE:	/JulieWillie/
DATE SIGNED:	05/22/2023
Total Attachments: 10	
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page1.tif	
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page2.tif	
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page3.tif	
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page4.tif	
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page5.tif	

source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page6.tif
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page7.tif
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page8.tif
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page9.tif
source=EMPLOYMENT AGREEMENT-25010 - RJ_redacted#page10.tif



**EMPLOYEE CONFIDENTIALITY
AND
PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT**

The following terms and conditions (this "Agreement") confirms certain terms of my employment with Progenity, Inc., ("Progenity"), and is a material part of the consideration for my employment by Progenity and the compensation received by me from Progenity from time to time.

1. Confidentiality Undertaking

(A) Confidential Information. During the course of my employment with Progenity, I understand that I will have access to and will come into possession of assorted confidential and proprietary information relating to Progenity. "Confidential Information" means all information of Progenity, in any form, furnished or made available directly or indirectly to me that (1) is marked confidential, restricted, or with a similar designation or (2) should reasonably be understood by me to be confidential given the circumstances of the disclosure. Confidential Information also includes, but is not limited to, software programs and subroutines, source and object code, algorithms, trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not) (including Progenity Inventions), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of Progenity employees, information concerning Progenity's actual or anticipated business, research or development, and other information which is received in confidence by or for Progenity from any other person.

(B) Obligations. I agree at all times, both during and after the term of my employment with Progenity, that I will keep in confidence and trust and will not use or disclose any Confidential Information or anything relating to it without the prior written consent of an officer of Progenity, regardless of when or by whom disclosed to me and except as may be necessary in the ordinary course of performing my duties to Progenity. I also agree not to use (other than in the course of performing my duties to Progenity), or to derive any personal gain from, Confidential Information.

(C) Notice of Breach. In the event that I become aware of any breach of the confidentiality of any Confidential Information, I agree and undertake that I will immediately inform my immediate supervisor or such other person designated by Progenity.

(D) Ownership. All Confidential Information and all patents, patent rights, copyrights, trade secret rights, trademarks and other rights (including, without limitation, all other intellectual property rights) anywhere in the world in connection therewith are and shall be the sole property of

Progenity. I hereby assign to Progenity any and all rights, title, and interest I may have or acquire in Confidential Information.

2. Assignment of Proprietary Rights

(A) Inventions. “Inventions” means inventions, improvements, developments, ideas or discoveries (whether patentable or unpatentable) made, discovered, conceived, reduced to practice or developed by me, either alone or jointly with others, including, without limitation, all software programs or subroutines, programming documentation, source or object code, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable.

(B) Ownership. I agree that any Invention which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during the term of my employment with Progenity and for a period of six (6) months following the termination of my employment for any reason that (1) relates to Progenity’s past, present or demonstrated or reasonably foreseeable future business or research, whether or not developed during normal working hours, or (2) is developed with the use or aid of any Progenity equipment, supplies or facilities, or (3) uses or is based on or developed from any Confidential Information, or (4) results from any work, service or duty I perform, directly or indirectly, for Progenity (collectively, the “Progenity Inventions”), shall be the sole property of Progenity to the maximum extent permitted by law. I hereby assign to Progenity all of my rights to and interests in the Progenity Inventions. I further acknowledge and agree that the Progenity Inventions are “works for hire” for purposes of Progenity’s rights under copyright laws. Without prejudice to the above, it is agreed that this Agreement will operate as a perpetual, irrevocable, worldwide written assignment in favor of Progenity, in consideration for the benefits accruing to me by virtue of my employment with Progenity, of any right, title or interest (that exists now or may exist in the future) that I may have with respect to Progenity Inventions.

(C) Moral Rights. I acknowledge that the assignment of copyright hereunder (and any ownership of a copyright as a work for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights (collectively “Moral Rights”). To the extent that Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive and agree not to assert such moral rights and consent to any action of Progenity that would violate such moral rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Progenity.

(D) Exclusions. Notwithstanding Section 2(B), I understand that this Agreement will not be deemed to require assignment of any Inventions the assignment of which to Progenity pursuant to this Agreement would be expressly prohibited by a specifically applicable law, regulation, rule or public policy of the State of California, such as Inventions which qualify fully under the provisions of California Labor Code Section 2870, a copy of which is attached hereto as Exhibit B. I will advise Progenity promptly in writing of any Invention that I believe meets such provisions and is not otherwise disclosed on Exhibit A.

(E) Maintenance of Records. I agree to make and maintain adequate and current written records, in a form specified by Progenity, of all Progenity Inventions during the term of my

employment with Progenity. The records will be available to Progenity at all times and will be Company Documents and Materials (subject to the requirements of Section 3).

(F) Disclosures of Inventions to Progenity.

(1) I will promptly disclose in writing to my immediate supervisor or to such other person designated by Progenity, all Progenity Inventions made, discovered, conceived, reduced to practice, or developed during the term of my employment with Progenity.

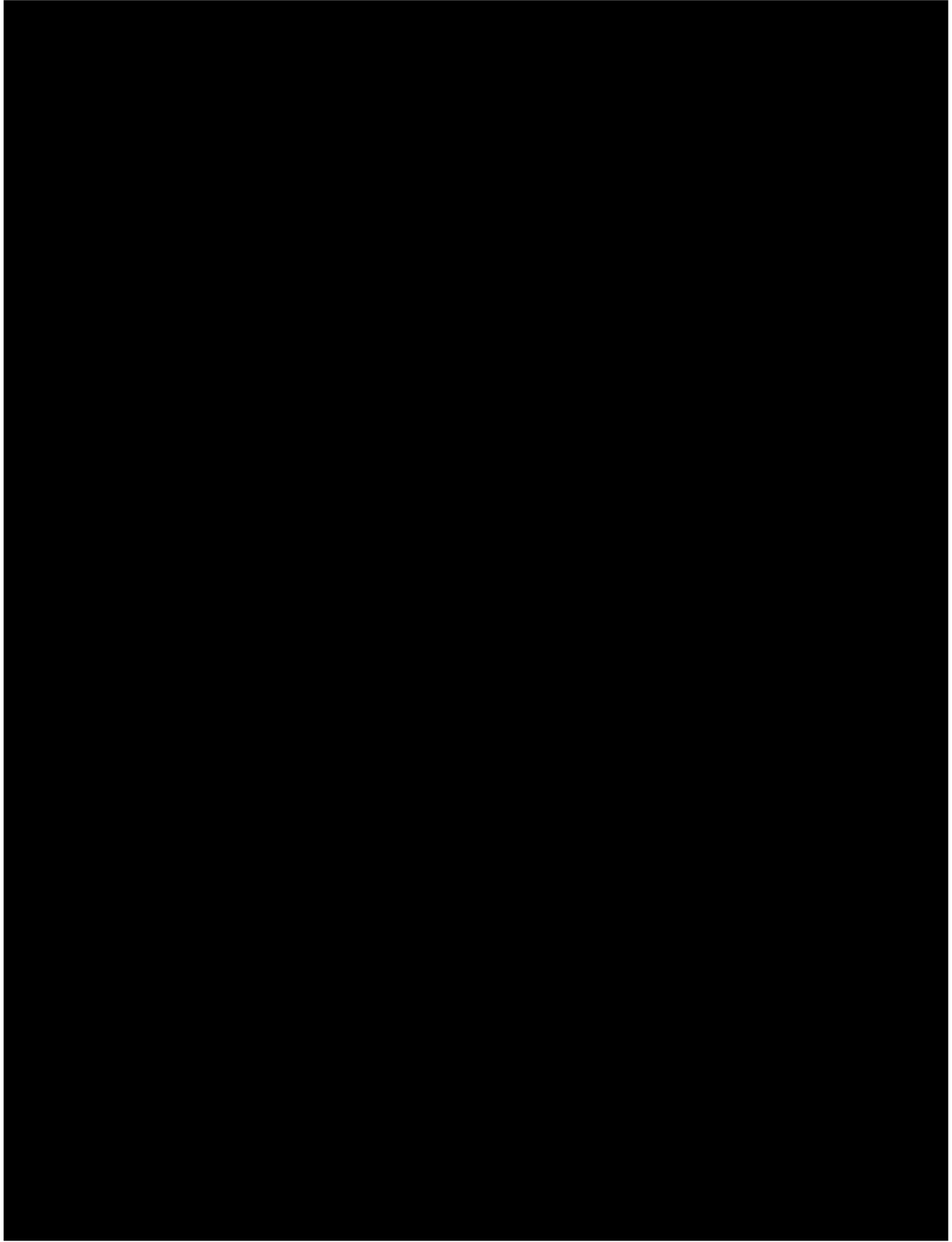
(2) I will promptly disclose to the President of Progenity all Inventions made, discovered, conceived, reduced to practice, or developed by me (in whole or in part, either alone or jointly with others) within six (6) months after the termination of my employment with Progenity which resulted, in whole or in part, from my prior employment by Progenity. Such disclosures shall be received by Progenity in confidence (to the extent such Inventions are not assigned to Progenity pursuant to Section 2(B)) and do not extend the assignment made in Section 2(B).

(G) Further Assurances. I agree to perform, during and after my employment, all acts deemed necessary or desirable by Progenity to permit and assist it, at Progenity's expense, in further evidencing and perfecting the assignments made to Progenity under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with Progenity Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint Progenity and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Section 2(G), including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registration, trademark applications and registrations or other right in connection with Progenity Inventions and improvements thereto with the same legal force and effect as if executed by me.

(H) Retained Inventions.

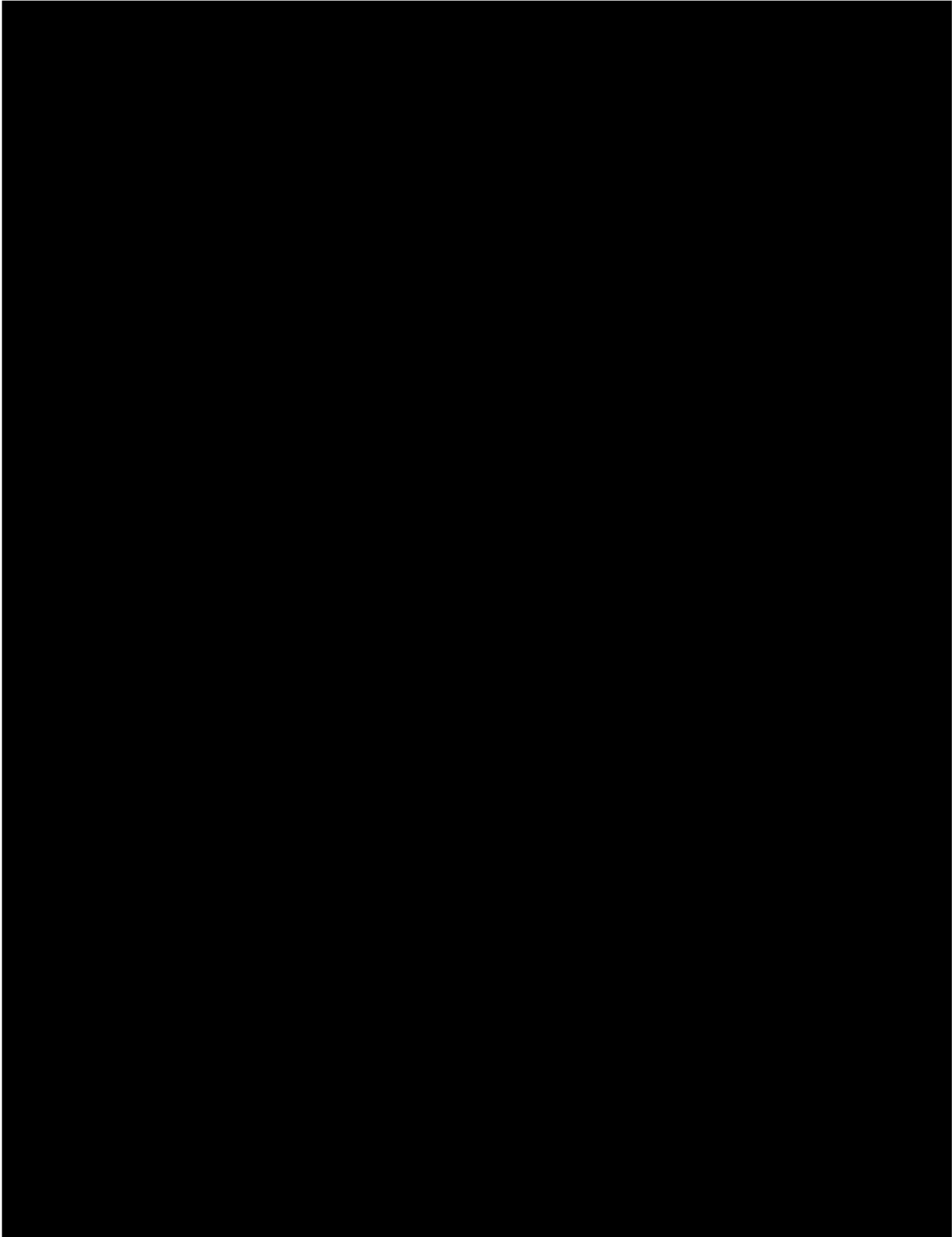
(1) If applicable, I have attached hereto as Exhibit A a complete list of all Inventions or improvements to which that (a) were conceived, developed, made or reduced to practice prior to the commencement of my employment with Progenity, (b) belong solely to me or belong to me jointly with another, (c) relate in any way to any of Progenity's current or proposed businesses and products, and (d) are not assigned to Progenity hereunder (collectively, "Retained Inventions"). I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that there are no Retained Inventions.

(2) I agree not to allow any Retained Invention to be incorporated into any Progenity product, process, technology or machine without Progenity's prior written consent. If, in the course of my employment with Progenity, I incorporate into a Progenity product, process, technology or machine any Retained Invention, I hereby grant to Progenity a non-exclusive, royalty-free, irrevocable, perpetual, sub-licensable, worldwide license to make, have made, modify, use, market, sell and distribute such Retained Invention as part of or in connection with such product, process or machine.



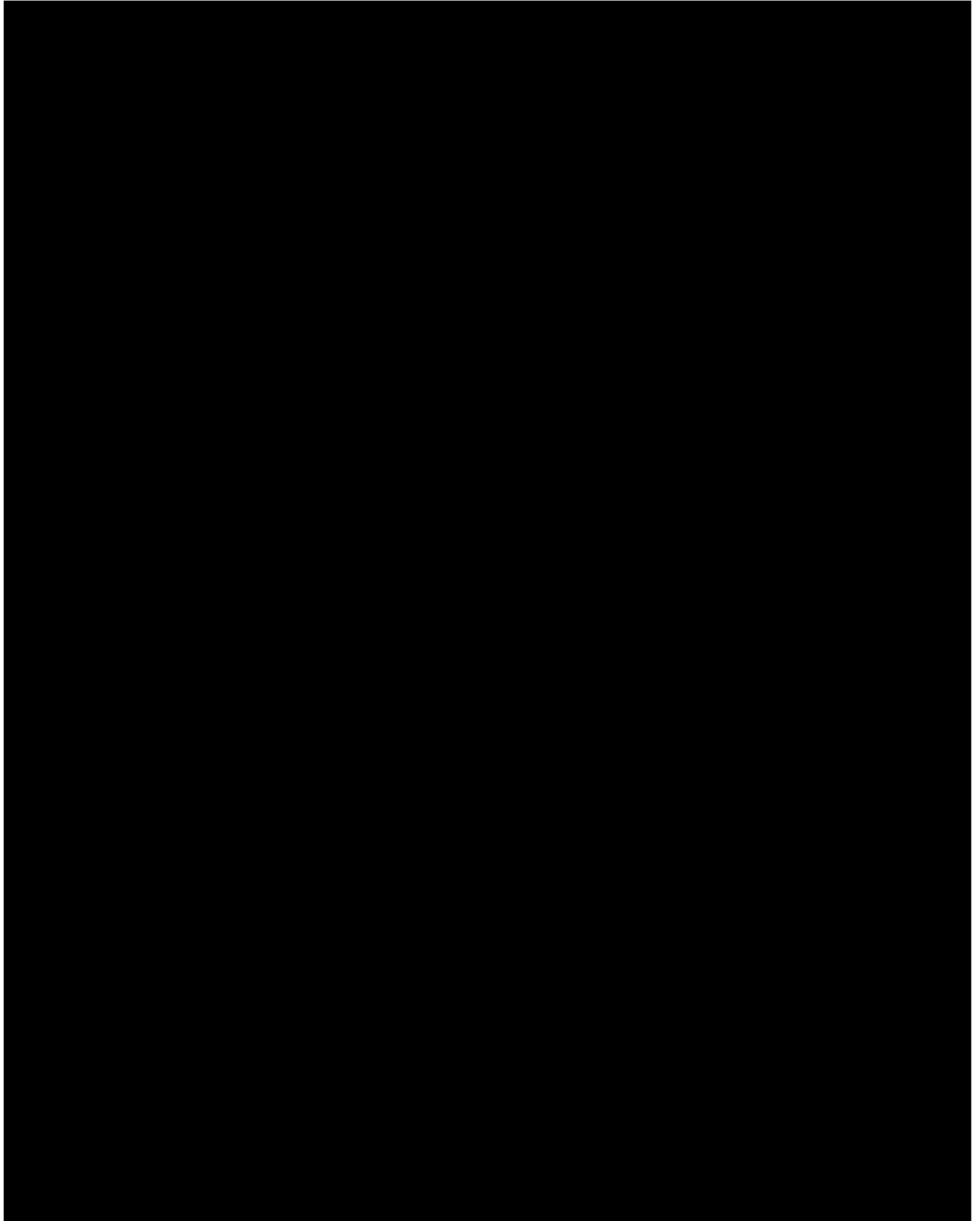
Confidential Information & Other Employment Covenants & Agreements

PATENT
REEL: 063722 FRAME: 0621



Confidential Information & Other Employment Covenants & Agreements

PATENT
REEL: 063722 FRAME: 0622



Confidential Information & Other Employment Covenants & Agreements

PATENT
REEL: 063722 FRAME: 0623



(N) Effective Date. This agreement shall be effective as of the first day of my employment with Progenity, shall be binding upon me, my heirs, executor, assigns, and administrators, and shall inure to the benefit of Progenity, its subsidiaries, successors and assigns.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND AGREE TO BE BOUND BY THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Ryan Jones

Employee Name (Please Print)

DocuSigned by:
Ryan Jones 9/5/2018

Employee Signature Date

Address: 13 Donkey Lane, Lower Bight

Providenciales, Turks and Caicos Islands

BWI

EXHIBIT A
Retained Inventions

List Inventions or improvements:

N/A

Identify all Inventions related to Progenity's technology:

N/A

I propose to bring to my employment the following materials and documents of a former employer:

N/A

EXHIBIT B

California Labor Code Section 2870

§2870. Employment agreements; assignment of rights

- (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 or reduction to practice of the invention to the 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 the public policy of this state and is unenforceable.