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12-24-1998



100929218

Docket No.: GLI2388P0022US

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clark E. Tedford  
James G. Phillips  
Syed M. Ali

*MAILED 12-16-98*

Additional names(s) of conveying party(ies)

☒ Yes ☐ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: November 30, 1998

2. Name and address of receiving party(ies):

Name: Gliatech, Inc.

Address: 23420 Commerce Park Road

City: Cleveland State/Prov.: Ohio

Country: USA ZIP: 44122

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

08/948,801

10/19/97

10/27/1998 SUBMIS 100929218 08542000  
AT PTO

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lisa V. Mueller

Registration No. 38,978

Address: Rockey, Milnamow & Katz, Ltd.

Two Prudential Plaza, Suite 4700

180 North Stetson Avenue

City: Chicago State/Prov.: IL

Country: USA ZIP: 60601

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lisa V. Mueller

Name of Person Signing

Signature

December 15, 1998

Date

Total number of pages including cover sheet, attachments, and

5

# Assignment

Serial No. 08/948,801

Filed 10/19/97

**In Consideration** of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in 1H-4(5)-Substituted Imidazole Derivatives, and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to GLIATECH, INC., a Delaware corporation and the successors, legal representatives and assigns of GLIATECH, INC. (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

**For said considerations** it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to,

taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

Clark E. Tedford (Seal)  
Clark E. Tedford

James G. Phillips (Seal)  
James G. Phillips

Syed M. Ali (Seal)  
Syed M. Ali

State of Ohio )  
County of Cuyahoga ) ss.

On November 30, 1998, Clark E. Tedford, James G. Phillips and Syed M. Ali appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that they freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

(SEAL)

S. Dotts (aka) S. Dotts  
Notary Public

My Commission Expires: S. DOTT  
~~Notary Public~~, State of Ohio, Cuy. Cty.  
My Commission Expires Mar. 18, 2001

EMPLOYEE CONFIDENTIALITY AGREEMENT

The undersigned, NISHITH C. CHATURVEDI  
(the "Employee"), desires to be employed or continue to be employed by Gliatech Inc. (the "Company"), in a capacity in which the Employee may have access to certain confidential information of the Company and its affiliates and/or subsidiaries. In consideration of such employment and a promise by the Employee to faithfully apply his skills in the service of the Company and a promise by the Company to pay wages for such service, the Employee and the Company agree and understand as follows:

1. The Employee agrees that any work or research, or the results thereof, conceived, made or developed by the Employee, alone or in connection with others, heretofore or hereafter during the term of his employment, including, without limitation, any inventions, processes or formulae made or conceived during the period of his employment, whether during or out of the usual hours of work, which arise out of or which are related to the business, research and development work or field of operation of the Company in which the Employee is engaged shall be the sole and exclusive property of the Company.

2. The Employee agrees to disclose promptly to the Company, completely and in writing, all inventions, processes and formulae made or conceived by the Employee, alone or in connection with others, heretofore or hereafter during the term of his employment, whether during or out of his usual hours of work, which might reasonably be construed as arising out of or relating to the business, research and development work or field of operations of the Company in which the Employee is engaged, and not to disclose the same to any other person unless so directed in writing by the Company or unless the Company grants a written waiver with respect thereto under paragraph 3 hereof.

3. The Company shall at the request of the Employee execute a written waiver of any rights to inventions, processes or formulae conceived or made by the Employee which the Company determines are not the property of the Company under the provisions of paragraph 1 hereof. The Employee agrees that the only rights that he shall have against the Company or any Related Company with respect to such inventions, processes or formulae disclosed to the Company in connection with such request for such waiver or otherwise shall be such as may be afforded for patent infringement under the patent laws of the United States.

4. The Employee agrees to make application, through the Company's patent attorney and at the expense of the Company, for such United States and foreign patents as may be specified from time to time by the Company on inventions, processes or formulae which are the property of the Company hereunder, and to execute assignments upon the Company's request of the Employee's entire interest in all such applications to the Company or to its nominee without compensation to the Employee (in addition to his usual compensation as employee of the Company) and agrees to give to the Company and its patent attorney all reasonable assistance in preparing such applications and in preparing descriptions and illustrations of each such invention, process or formula in connection with the proceedings relating thereto or to such applications or to patents resulting therefrom, and further agrees to execute all lawful papers considered necessary by the Company and to do all that the Company reasonably requests in order to protect the Company's rights in said inventions, processes and formulae or to obtain patents thereon. It is agreed that the Employee's obligation to do the work specified in this paragraph does not expire with the termination of his employment, but the Company agrees to pay the Employee at a reasonable rate for any time that the Employee actually spends in such work at the Company's written request after the termination of his employment, and agrees to reimburse the Employee for expenses necessarily incurred by the latter in connection with such work. It is agreed that a reasonable hourly rate for such work is the weekly salary of the Employee at the time employment is terminated divided by forty (40).

5. There is attached hereto a list of patents and patent applications on inventions conceived or made by the Employee prior to his employment by the Company, and a description of all inventions conceived or made by the Employee prior to such employment covered by such applications or with respect to which no patent applications have yet been filed, in the fullest detail consistent with any obligations of the Employee to others, covering all inventions heretofore conceived or made by the Employee which the Employee considers not to be the property of the Company under this Agreement. The Employee warrants that he has the right, consistent with such obligations, to disclose such information to the Company and agrees that the only rights that he shall have against the Company or any Related Company with respect to such patents, patent applications and inventions shall be such as may be afforded for patent infringement under the patent laws of the United States.

6. All papers and records of every kind relating to any invention, process, formula or patent which is the property of the Company under this Agreement, which shall at

any time come into the possession of the Employee, shall be the sole and exclusive property of the Company and shall be surrendered to the Company upon termination of the Employee's employment by the Company or upon request by the Company at any time either during or after the termination of such employment. The Employee agrees to execute, upon such request of the Company, a letter, substantially in the form of Exhibit A attached hereto, attesting to the fulfillment by the Employee of the obligation referred to in the foregoing sentence.

7. The Employee covenants and agrees with the Company that he will not, either during the term of his employment, or at any time thereafter, disclose to anyone, or use for his own benefit, except as required in the conduct of the Company's business or as authorized in writing on behalf of the Company, any confidential or proprietary information of the Company concerning any invention, process, formula, trade secret or other matter relating to the business of the Company or any Related Company which he may in any way acquire by reason of his employment by the Company, nor will he authorize others to do so. However, the Company understands that the Employee is free to use his general technical skills upon terminating his employment with the Company when otherwise not inconsistent with the terms of this Agreement and that information which becomes generally available to the public through no fault of the Employee shall no longer be subject to this Agreement.

8. The Employee agrees that he will not during the term of his employment render (as employee, consultant or otherwise) any services in any way related to the field of operations of the Company or any Related Company to anyone other than the Company and its Related Companies and will not, during his employment or within eighteen (18) months thereafter, directly or indirectly, in whole or in part, establish or aid others in competition with the Company in establishing a new business which is to be engaged in whole or in part in the same or similar work as the Employee was engaged in for the Company during the terms of the Employee's employment.

9. The Employee represents and warrants to the Company that he is not now under any obligation of a contractual or quasi contractual nature to any person, firm or corporation which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way the performance by him or of his obligations hereunder.

10. No waiver expressed or implied of any breach of any covenant, agreement or duty shall be ever held to be

or construed as a waiver of any other breach of the same or any other covenant, agreement or duty.

11. The term "Related Company" as used in this Agreement means any corporation which is a successor in business to the Company, or a subsidiary or parent corporation of the Company by majority stock ownership, or under common control with the Company. Should the Employee be employed by a Related Company (through transfer or otherwise), this Agreement shall continue to be a part of his employment agreement with such new employer, and the phrase "the Company" as used herein shall apply to such new employer.

12. If any term or provision of this Agreement, or the application thereof to any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13. This Agreement shall be construed under the laws of the State of Ohio.

Signed and sealed this 1st. Sept. day of            1992

GLIATECH INC.

By

*Instaling*

Nobith C. Chaturvedi  
EMPLOYEE