

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Assignment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Michael C. Berg	12/20/2007
RECEIVING PARTY DATA	
Name:	Soane Labs LLC
Street Address:	35 Spinelli Place
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02138
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13206164
CORRESPONDENCE DATA	
Fax Number:	9782513973
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(978)251-3509
Email:	rmeehan@elmorepatents.com
Correspondent Name:	Elmore Patent Law Group, P.C.
Address Line 1:	484 Groton Rd.
Address Line 2:	Carolyn S. Elmore
Address Line 4:	Westford, MASSACHUSETTS 01886
ATTORNEY DOCKET NUMBER:	4055.1011 US1
NAME OF SUBMITTER:	Mahreen Chaudhry Hoda-Reg.#52,448
Signature:	/Mahreen Chaudhry Hoda/
Date:	09/11/2013
Total Attachments: 5	

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Proprietary Information and Inventions Assignment Agreement

In consideration and as a condition of my employment, consultancy or other provision of services ("Service") or continued Service to SOANE LABS LLC (the "Company") or any Affiliate thereof (the term "Affiliate" referring to any company related to Soane Labs LLC, and any company derived from Soane Labs LLC, including, but not limited to, Hawaii NanoSciences LLC, Soane Energy LLC, NanoPaper LLC, Nanostructured Consumer Products LLC, and Durafizz LLC, collectively the "Affiliates"), I agree as set forth below.

1. Proprietary Information. I agree that all information, whether or not in writing, concerning the Company's or its Affiliates' business, technology, business relationships or financial affairs which the Company or its Affiliates have not released to the general public (collectively, "Proprietary Information") is and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material which has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, procedures, formulas, discoveries, inventions, improvements, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes information received in confidence by the Company or its Affiliates from customers, suppliers or other third parties. Notwithstanding the foregoing, Proprietary Information shall not be deemed to include information in the public domain, unless due to a breach of my duties under this Agreement.

2. Recognition of Company's Rights. I will not, at any time, without the Company's prior written permission, either during or after my Service of the Company, disclose any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties in Service of the Company, and will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information, other than any disclosures that I am required to make pursuant to applicable law or order of court or administrative agency. I will deliver to the Company all copies of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my Service of the Company.

3. Rights of Others. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of proprietary

information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. Commitment to Company; Avoidance of Conflict of Interest. While providing Service to the Company, I will not engage in any business activity that conflicts with my duties to the Company and I will comply with the Company's policies and codes of conduct and applicable law, always using my best efforts to promote the highest standards of ethics and client service. I will advise the Board of Directors of the Company or its nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

5. Developments. I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my Service. I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer, and will assign and transfer, to the Company and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of the Company, its Affiliates, or any customer of or supplier to the Company or any of the products or services being researched, developed or sold by the Company or its Affiliates, or which may be used with such products or services; (b) result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").

To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of Developments that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my Service of the Company that I consider to be my property or

the property of third parties and that I intend to have excluded from the scope of this Agreement ("Prior Inventions"). I have also listed on Exhibit A all patents and patent applications in which I am named as an inventor, other than those which have been assigned to the Company ("Other Patent Rights"). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my Service of Company, I incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent.

This Agreement does not obligate me to assign to the Company any Development which, in the sole judgment of the Company, reasonably exercised, is developed entirely on my own time and does not relate in any way to the business efforts or research and development efforts in which, during the period of my Service of the Company, the Company or its Affiliates actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, I will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. I also hereby waive all claims to any moral rights or other special rights which I may have or may accrue in any Company-Related Developments.

6. Documents and Other Materials. I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments developed by me during my Service of the Company, which records will be available to and remain the sole property of the Company at all times.

All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, or other written, photographic or other tangible material containing Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. Any property situated on the Company's premises and owned by the Company, including, without limitation, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice. In the event of the termination of my Service of the Company for any reason, I will deliver to the Company all files, letters, notes, memoranda, reports, records, data, computers, disks or other storage media, sketches, drawings, notebooks, layouts, charts, quotations and proposals,

specification sheets, or other written, photographic or other tangible material containing Proprietary Information, and other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies.

7. Enforcement of Intellectual Property Rights. I will cooperate fully with the Company, both during and after my Service of the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. I will sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary in order to protect its rights and interests in any Company-Related Development.

8. Non-Competition and Non-Solicitation. In order to protect the Company's Proprietary Information and goodwill, during my employment and for a period of twelve (12) months (the "Restricted Period") following the termination of my employment for any reason, I will not, without the prior written consent of the Company, directly or indirectly, whether as owner, partner, stockholder, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the world that develops, manufactures or markets any products, or performs any services, that are competitive with or similar to (i) the products or services of the Company or its Affiliates, or (ii) any products or services which the Company or its Affiliates has under development or which are the subject of active planning at any time during the term of my employment. During the Restricted Period I will not, without the prior written consent of the Company, (i) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers or (ii) solicit, entice or persuade any other employee or consultant of the Company to leave the services of the Company for any reason. Notwithstanding anything herein to the contrary, it is hereby acknowledged that I hold and may continue to hold during the Restricted Period an ownership interest in any of the Affiliates. In addition, notwithstanding the foregoing, I may acquire or hold, solely for investment, publicly traded securities of any entity, so long as such securities, in the aggregate, constitute less than one (1%) of such class of securities of such entity.

9. Government Contracts. I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or

restrictions upon the direction of the Company. In addition to the rights assigned under Section 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. **Prior Agreements.** I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my Service of the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my Service of the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. **Remedies Upon Breach.** I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. I acknowledge that, particularly in light of my position and access within the firm, any violation of these restrictions will substantially harm the firm that I have joined to help build. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available (including, without limitation and if applicable, the right to recover from me any bonus monies previously paid to me that are subject to repayment to the Company upon breach of this Agreement), will be entitled to specific performance and other injunctive relief.

12. **Use of Voice, Image and Likeness.** During the period of my Service of the Company, I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

13. **Publications and Public Statements.** To ensure that the Company delivers a consistent message about its products, services and operations to the public, and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company (other than any statements that I am required to make pursuant to applicable law or order of court or administrative agency), or any material that relates to my work at the Company and/or incorporates any Proprietary Information, that I seek to create, publish or post during my period of Service of the Company, on any media accessible by the public, including, but not limited to, electronic bulletin boards and Internet-based chat rooms, shall be created,

published or posted only in accordance with policies and procedures established by the Company; provided, that any such statement or material that I seek to create, publish or post during the twelve (12) month period after the termination of my Service of the Company must first be reviewed and approved by an officer of the Company before it is released in the public domain, which approval shall not be unreasonably withheld or delayed. Furthermore, I shall not, whether orally or in writing, make any negative or disparaging comments or remarks about the Company, whether during my Service of the Company or thereafter.

14. **No Service Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my Service of the Company. I acknowledge that, unless otherwise agreed in a formal written agreement signed on behalf of the Company by an authorized officer, my Service of the Company with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

15. **Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with the its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of my Service of the Company. I further understand that my obligations under this Agreement will continue for a period of three (3) years following the termination of my Service of the Company, regardless of the manner of such termination, and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose Service I may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

16. **Exit Interview.** If and when I depart from the Company, I may be required to attend an exit interview and sign an "Exit Interview Acknowledgement" to reaffirm my acceptance and acknowledgement of the obligations set forth in this Agreement. For the twelve (12) month period following termination of my Service of the Company, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name and address of my employer or other post-Company employment plans and the nature of my activities.

17. **Disclosure to Future Employers.** I will provide a copy of this Agreement to any prospective employer, partner or coventurer prior to entering into an employment, partnership or other business relationship with such person or entity.

18. **Severability.** In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any

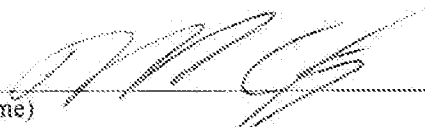
one or more of the provisions contain... in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

19. Interpretation. This Agreement will be deemed to be made and entered into in the Commonwealth of

Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ IT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

Signed: 
(full name)

Type or print name: Michael C. Rogers

Date: 12/20/07

EXHIBIT A

To: SOANE LABS LLC

From: _____

Date: _____

SUBJECT: Prior Inventions

The following is a complete list of all inventions or improvements relevant to the subject matter of my Service of the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements

☒ See below:

Antimicrobial Polyethylene Glycols

☐ Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

☐ None

☒ See below:

Pero Polyethylene Glycols

