

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3117330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KARLA ELIZABETH MADRIGAL	07/07/2003
TAE K. KIM	12/03/2001
RECEIVING PARTY DATA	
Name:	BANNER PHARMACAPS INC.
Street Address:	4125 PREMIER DRIVE
City:	HIGH POINT
State/Country:	NORTH CAROLINA
Postal Code:	27265
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13956571
CORRESPONDENCE DATA	
Fax Number:	(404)879-2160
<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:	404-879-2150
Email:	candace@pabstpatent.com
Correspondent Name:	PABST PATENT GROUP LLP
Address Line 1:	1545 PEACHTREE STREET
Address Line 2:	SUITE 320
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	BAN 109 CON
NAME OF SUBMITTER:	CANDACE C. ANDREWS
SIGNATURE:	/Candace C. Andrews/
DATE SIGNED:	11/20/2014
Total Attachments: 2	
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BANNER PHARMACAPS INC.
EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTION AGREEMENT

In consideration of my employment by BANNER PHARMACAPS INC. or its wholly owned subsidiaries or divisions (hereinafter collectively referred to as the "Company"), I hereby covenant and agree that:

1. Non-Disclosure of Confidential Information.

1.1 I agree to keep secret and treat confidentially all Company confidential information pertaining to Company customers and prospective customers, customer requirements, customer financial information, and other such confidential information compiled or maintained internally by the Company concerning its customers and prospective customers.

1.2 I agree to keep secret and treat confidentially all other Company confidential information including, without limitation, information and data pertaining to Company sources of supply, raw materials, ingredients, costs, marketing plans and contemplated activities, financial matters, research and development, production, processes, formulas, engineering, product design, product formulation and manufacture, pricing, scientific and technical information, data and technology, and other such confidential information compiled or maintained internally by the Company concerning its business operations and activities.

1.3 I agree that the restrictions in Paragraphs 1.1 and 1.2 above shall also apply to (1) information, knowledge, trade secrets, data, or know-how belonging to third parties in the Company's possession, and (2) information, knowledge, trade secrets, or data related to the business of the Company conceived, originated, discovered, or developed by me while employed by the Company.

1.4 All documents, written information and other items including, but not limited to, notes, sketches, manuals, blueprints, notebooks, products, tools, fixtures, records, and information relating to the business of the Company made or obtained by me while employed by the Company, shall be the exclusive property of the Company and shall be delivered by me to the Company on termination of my employment (whether such termination is caused by act of the Company or by my own resignation or other act) or at any time as requested by the Company.

1.5 I agree and acknowledge that the provisions of this paragraph 1 shall survive the end of my employment and shall last for a period of ten years after my employment ends.

2. Ownership of Inventions.

2.1 I agree that the following shall be the exclusive property of the Company, its successors, assignees, or nominees: (1) any and all inventions, improvements, developments, discoveries, innovations, systems, techniques, processes, ideas, and other things that may be of assistance to the Company (whether or not patentable) which I have made or conceived, or may make or conceive, either solely or jointly with others, at any time during the period of my employment with the Company; and (2) any suggestions, proposals, writings and the like, of any sort whatsoever, including any interest in any copyright, including rights of copyright in software, which I develop and with which my work for the Company is concerned during my employment, or which relate or are applicable directly or indirectly to any phase of the Company's business. (The items defined in (1) and (2) above will hereinafter be referred to collectively as "Proprietary Subject Matter.") Proprietary Subject Matter, as used herein, does not include, and the provisions of this Paragraph 2.1 shall not apply to, any invention that I develop entirely on my own time without using the Company's equipment, supplies, facility or trade secret information, except that Proprietary Subject Matter shall include, and the provisions of this Paragraph 2.1 shall apply to, such inventions that (i) relate to the Company's business or its actual or demonstrably anticipated research or development, or (ii) result from any work performed by me for the Company.

2.2 For the purpose of this Agreement, an invention is deemed to have been made during the period of my employment if, during such period, the invention was conceived or first actually reduced to practice, and I agree that any patent application filed within a year after termination of my employment that describes any such inventions (in whole or in part) shall be presumed to relate to an invention which was made during the term of my employment unless I can provide evidence to the contrary.

2.3 I shall make full and prompt disclosure in writing and in confidence to an officer or official of the Company of all Proprietary Subject Matter made or conceived during the course of my employment and all patent applications that I file within one year after termination of my employment.

2.4 At the request and expense of the Company, but without further compensation to me, I shall promptly do such acts, and execute, acknowledge and deliver all such papers, including, without limitation, patent and copyright applications and assignments, as may be necessary or desirable, in the sole discretion of the Company, to obtain, maintain, protect, or vest in the Company the entire right, title and interest in and to Proprietary Subject Matter and any patent applications, patents, copyrights, or other proprietary rights of any kind relating thereto, in all countries of the world; and shall render such assistance as the Company may request in any contemplated or pending litigation, Patent or Copyright Office proceeding or other proceeding.

2.5 I agree that the obligations set forth in Paragraphs 2.3 and 2.4 shall continue beyond the termination of my employment with the Company. In the event that I am unable or unavailable or shall unreasonably refuse to sign any lawful or necessary document required in order for the Company to apply for or obtain a patent or patents with respect to any Proprietary Subject Matter (including applications therefor or renewals, extensions, divisions, or continuations thereof), I irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf, and in my place and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents with respect to such Proprietary Subject Matter with the same legal force and effect as if executed by me.

2.6 I have listed on a separate sheet attached hereto all unpatented, but potentially patentable, ideas and inventions conceived before this employment that have not been assigned to a former employer, but are excepted from the obligations of this Agreement.

3. General.

3.1 The Company shall be entitled, without limitation of remedy, (i) to an injunction or other equitable relief restraining me from any violation of this Agreement and each of the subsections thereof to the fullest extent allowed by law; and (ii) to receive all such amounts to which the Company would be entitled as damages under law or at equity. Nothing herein shall be construed as prohibiting the Company from pursuing any other legal or equitable remedies that may be available to it for any such violation, breach, or threatened breach, including the recovery of damages from me. In any action to enforce or defend the enforcement of any of its remedies herein, the Company shall be entitled to recover, in addition to all other damages or remedies provided for herein, all of its costs incurred in prosecuting or defending any such action, including reasonable attorneys' fees, if it prevails in such action.

3.2 If any part or provision of this Agreement shall be invalid, illegal, or unenforceable for any reason, the remaining parts or provisions hereof shall remain effective and fully enforceable to the maximum extent permitted by law. This Agreement is binding on my heirs, executors, administrators, or other legal representatives or assigns. This Agreement shall be governed by the laws of the State of North Carolina. I shall be subject to the jurisdiction of North Carolina state and federal courts in any action to enforce the terms of this Agreement, and venue for any legal action to enforce the terms of this Agreement shall be proper in the North Carolina General Court of Justice in Guilford County, North Carolina, as well as in the United States District Court for the Middle District of North Carolina.

Signature: _____

Karla Elizabeth Matrigal

Print Name: _____

K. Matrigal

Date: _____

07/07/03

EMPLOYEE PROPRIETARY INFORMATION AND INVENTION AGREEMENT

In consideration of my employment by BANNER PHARMACAPS, INC. (which, together with the other affiliated companies or divisions of BANNER PHARMACAPS, INC. will hereinafter be referred to as the "Company"), I hereby covenant and agree that:

1A. My interest in (1) any and all inventions, improvements, and ideas (whether or not patentable) which I have made or conceived, or may make or conceive, either solely or jointly with others, at any time during the period of my employment with the Company; and (2) any suggestions, proposals, writings and the like, of any sort whatsoever, including any interest in any copyright, including rights of copyright in software, which I develop and with which my work for the Company is concerned during my employment, or which relate or are applicable directly or indirectly to any phase of the Company's business, shall be the exclusive property of the Company, its successors, assignees, or nominees. (The items defined in (1) and (2) above will hereinafter be referred to collectively as "Proprietary Subject Matter.")

1B. For the purpose of this Agreement, an invention is deemed to have been made during the period of my employment if, during such period, the invention was conceived or first actually reduced to practice, and I agree that any patent application filed within a year after termination of my employment that describes any such inventions (in whole or in part) shall be presumed to relate to an invention which was made during the term of my employment unless I can provide evidence to the contrary. Excluded from this Agreement is any idea or invention for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed entirely on my own time, and (1) that does not relate either to the business of the Company or actual or demonstrably anticipated research or development, or (2) that does not result from any work performed by me for the Company. THIS AGREEMENT DOES NOT APPLY TO ANY INVENTION WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTES, SECTION 66-57.1.

2. I shall make full and prompt disclosure in writing and in confidence to an officer or official of the Company, or to anyone designated for that purpose by the Company, of all Proprietary Subject Matter made or conceived during the course of my employment and all patent applications that I file within one year after termination of my employment.

3. At the request and expense of the Company, but without further compensation to me, I shall promptly do such acts, and execute, acknowledge and deliver all such papers, including, without limitation, patent applications and assignments, as may be necessary or desirable, in the sole discretion of the Company, to obtain, maintain, protect or vest in the Company the entire right, title and interest in and to Proprietary Subject Matter and any patent applications, patents, copyrights, or other proprietary rights of any kind relating thereto, in all countries of the world; and shall render such assistance as the Company may request in any contemplated or pending litigation, Patent Office proceeding or other proceeding.

4. I shall not disclose or take or use for my own purposes or the purposes of others, during or after my employment, any trade secrets, confidential information, knowledge, data, or know-how in the Company's possession, whether or not they are my work product. I agree that these restrictions shall also apply to (1) information, knowledge, trade secrets, data, or know-how belonging to third parties in the Company's possession, and (2) information, knowledge, trade secrets, or data conceived, originated, discovered,

or developed by me. I recognize that this obligation applies not only to technical information, but also to any business information that the Company treats as confidential. Any information of the Company which is not readily available to the public shall be considered to be a trade secret unless the Company advises me otherwise.

5. All documents, written information and other items including, but not limited to, notes, sketches, manuals, blueprints, notebooks, products, tools, fixtures, records and information relating to the business of the Company made or obtained by me while employed by the Company, shall be the exclusive property of the Company and shall be delivered by me to the Company on termination of my employment (whether such termination is caused by act of the Company or by my own resignation or other act) or at any time as requested by the Company.

6. During the period of my employment with the Company, I shall not either directly or indirectly, compete or set up to compete with the Company in the development, production, marketing or servicing of any product or service with which the Company is involved during my employment with the Company; nor will I aid or become associated with others involved in any such acts.

7. I have listed on a separate sheet attached hereto all unpatented, but potentially patentable, ideas and inventions conceived before this employment that have not been assigned to a former employer, but are excepted from the obligations of this Agreement.

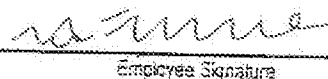
8. Upon termination of my employment with the Company, I shall, if requested by the Company, reaffirm in writing all of the obligations set forth in this Agreement.

9. I further agree that for a period of two years following termination of my employment with the Company for any reason, I will not solicit, interfere with or endeavor to entice away from the Company, any employees of the Company. I further agree that for a period of two years following termination of my employment with the Company for any reason, I will not, within (A) any geographic territory where the Company then does business or (B) any geographic territory where any of such persons or entities are located, solicit, interfere with or endeavor to entice away from the Company (1) any customers of the Company or (2) any person, firm or corporation dealing with the Company.

10. To the extent reasonably possible, this Agreement is binding on my heirs, executors, administrators, or other legal representatives or assigns.

11. This Agreement shall be governed by the laws of the State of North Carolina. I acknowledge that nothing herein entitles me to any minimum or specified term of employment by the Company.

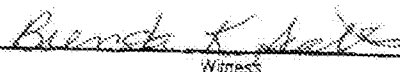
IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of December, 2001.



Employee Signature

Tae K. Kim

Employee Name (Please print)



Witness

PATENT

RECORDED: 11/20/2014

REEL: 034391 FRAME: 0758