

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3138852

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GERALD MCDONNELL	04/10/2013
RECEIVING PARTY DATA		
Name:	INERTECH IP LLC	
Street Address:	60 BACKUS AVENUE	
City:	DANBURY	
State/Country:	CONNECTICUT	
Postal Code:	06810	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14473395	
CORRESPONDENCE DATA		
Fax Number:	(631)501-3526	
<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:	6315015700	
Email:	docket@cdfslaw.com, tdagostino@cdfslaw.com	
Correspondent Name:	CARTER DELUCA FARRELL & SCHMIDT LLP	
Address Line 1:	445 BROADHOLLOW ROAD	
Address Line 2:	SUITE 420	
Address Line 4:	MELVILLE, NEW YORK 11747	
ATTORNEY DOCKET NUMBER:	1836-24-PCT US	
NAME OF SUBMITTER:	SETH M. CANNON, REG. NO. 59636	
SIGNATURE:	/seth m. cannon/	
DATE SIGNED:	12/09/2014	
Total Attachments: 5		
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INERTECH, LLC

EMPLOYEE NONDISCLOSURE AND DEVELOPMENTS AGREEMENT

April 10, 2013

In consideration for and as a condition of my continued employment by Inertech, LLC or its parent company or any of its subsidiaries or affiliates (collectively, the "Company"), together with a cash bonus and in order to induce certain investors to invest into the Company, I hereby agree with the Company as follows:

1. I shall not at any time, whether during or after the termination of my employment, reveal to any person or entity any Proprietary Information (as defined in Exhibit A hereto), except to employees of the Company who need to know such Proprietary Information for the purposes of their employment, or as otherwise authorized by the Company in writing, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any Proprietary Information except as may be required in the ordinary course of performing my duties as an employee of the Company, nor shall I use any Proprietary Information for my own benefit or the benefit of others or in any manner that may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly.

2. Furthermore, I agree that during my employment I shall not make, use or permit to be used any Company Documentation (as defined in Exhibit A hereto) other than for the benefit of the Company. I further agree that I shall not, after the termination of my employment, use or permit others to use any such Company Documentation, it being agreed that all Company Documentation shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my employment I shall deliver all Company Documentation, and all copies thereof, in my possession to the Company, at its main office.

3. If at any time or times during my employment (including, if I was employed by the Company or its predecessor before signing this Agreement, during the period of my employment with the Company and/or its predecessor prior to my signing this Agreement), I shall (either alone or with others) make, conceive, develop, create, discover, invent or reduce to practice any Development (as defined in Exhibit A hereto) that directly or indirectly arises from or relates to: (a) the current or proposed business, products or services of the Company or of any customer of or vendor to the Company, (b) work performed for the Company by such employee or any other Company employee, agent or contractor, (c) the use of the Company's premises or property (whether tangible or intangible) or (d) access to the Company's Proprietary Information and/or records, then all such Developments and the benefits thereof, shall be the sole and exclusive property of the Company whether or not subject to patent, copyright, trademark or trade secret protection. I also acknowledge that all original works of authorship that are made by me (solely or jointly with others), within the scope of my engagement with the Company, are "works made for hire," as that term is defined in the United States Copyright Act and are owned by the Company. To the extent that any such works cannot be "works made for hire" under applicable law, I hereby assign (and agree to assign in the future) to the Company all right, title, and interest in and to such works and to any related copyrights. Any of the foregoing assignments of intellectual property (or ownership of any intellectual property as a "work made for hire") includes all rights of paternity, integrity, disclosure and withdrawal, and any other right referred to as "moral rights" (collectively "Moral Rights"). To the extent any such Moral Rights cannot be

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assigned under applicable law and to the extent applicable law permits the waiver of Moral Rights, I hereby waive any and all claims that I may have to such Moral Rights. I shall promptly disclose to the Board of Managers of the Company (or any persons designated by it) each such Development. I hereby assign, and agree to assign in the future, all other rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) I may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

4. I hereby represent and warrant that I am not subject to any agreement with any person or entity (including, without limitation, my former employer) that prevents or restricts my assignment of developments to the Company.

5. I hereby consent to the use of my name, picture, signature, voice, image, and/or likeness by the Company during my employment by the Company and at any time thereafter. Further, I waive all claims I may now have or may ever have against the Company and its officers, employees, and agents arising out of the Company's use, adaptation, reproduction, modification, distribution, exhibition or other commercial exploitation of my name, picture, signature, voice, image and/or likeness, including but not limited to right of privacy, right of publicity and celebrity, use of voice, name or likeness, defamation and copyright infringement. I represent and warrant that I have not made any contract or commitment in conflict with this consent and waiver.

6. I shall, during my employment and at any time thereafter, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized officers may reasonably require:

- (a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when so obtained or vested to renew and restore the same; and
- (b) to defend any judicial, opposition or other proceedings with respect to such applications and any judicial, opposition or other proceeding, petition or application for revocation of any such patent, copyright, trademark or other analogous protection.

7. If the Company is unable, after reasonable effort, to secure my signature on any application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me. Such appointment of the Company as my agent and attorney-in-fact is coupled with an interest.

8. I agree not to assist any third party in contesting or attacking the Company's rights in and/or to any copyright, patent, trademark or other trade secret or confidential or proprietary

information or intellectual property, except pursuant to subpoena or court order. If, after termination of my engagement with the Company, the Company desires my cooperation with respect to any dispute or litigation, covered by this Agreement or otherwise, I agree to reasonably cooperate and assist the Company, as reasonably necessary and the Company agrees to compensate me for all reasonable expenses and my time (after the expiration of any severance period, if any) on an hourly basis (including transportation time) at my last base compensation rate.

9. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to seek and obtain, without bond or notice, *ex parte* or after a hearing, an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. In the event of any breach of the terms of this Agreement, the Company shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, attorneys' fees.

10. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my employment.

11. I further represent that my performance of all of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I understand that any disclosure to the Company of any proprietary information obtained prior to my employment by the Company may subject me to criminal penalties under the Economic Espionage Act of 1996. I have not entered into, and I shall not enter into, any agreement either written or oral in conflict herewith.

12. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

13. I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

14. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company.


15. This Agreement shall be effective as of the date entered above. My obligations under this Agreement shall survive the termination of my employment regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

16. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such state, without giving effect to the principles of conflicts of laws of such state. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) shall be governed by the laws of the State of Connecticut and shall be commenced and maintained exclusively in any state or federal court located in such state. I hereby irrevocably submit to the jurisdiction and venue of any such court in any such action, suit or proceeding and agree not to assert, in any action, suit or proceeding by way of motion, as a defense or otherwise, any claim that I am not personally subject to the jurisdiction of such court, or that such action, suit or proceeding is brought in an inconvenient forum, or that the venue is improper or that the subject matter hereof cannot be enforced in such court.

18. I HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ANCILLARY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR MY CONTINUED EMPLOYMENT BY THE COMPANY.

IN WITNESS WHEREOF, the undersigned has executed this Employee Nondisclosure and Developments Agreement as of the date first above written.


Signature

Name:

Gerald M. Dwyer

Address:

27 STONE HOLLOW

RD POUGHKEE AG NY 12570

EXHIBIT A

DEFINITIONS

The term "Company Documentation" shall mean notes, memoranda, reports, lists, records, drawings, sketches, specifications, computer tapes, printouts, software programs, data, documentation or other materials of any nature and in any form, whether written, printed, or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs.

The term "Proprietary Information" shall mean any information concerning the organization, business, technology, designs, or finances of the Company or of any third party which the Company is under an obligation to keep confidential that is designated or reasonably maintained by the Company as confidential. Such Proprietary Information shall include, but is not limited to, all trade secrets, and all information of a technical nature, such as product research and designs, engineering techniques and concepts, algorithms, patents pending and patentable items, product sources, and computer software; and information of a business nature, such as customer lists, customer contact information, associate information, on-site program and support materials, candidate and recruit lists and information, personnel information, placement information, pricing lists, customer and supplier lists, training programs, contracts, business plans, sales reports, sales, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally or in documentary, computerized or other tangible form, concerning the Company's or its customers' or vendors' operations and business.

The term "Development" shall mean any idea, concept, invention, modification, discovery, design, research, development, method, process, software program, work of authorship, copyright, documentation, formula, algorithm, data, technique, know-how, trade secret, trademark, patent or patentable matter, or other intellectual property right or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes (including but not limited to the Semiconductor Chip Protection Act) or subject to analogous protection), or any improvement to any of the foregoing.