

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3347722

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KIRK E. APT	06/26/2014
RECEIVING PARTY DATA		
Name:	DSM IP ASSETS B.V.	
Street Address:	HET OVERLOON 1	
City:	TE HEERLEN	
State/Country:	NETHERLANDS	
Postal Code:	6411	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14566458	
CORRESPONDENCE DATA		
Fax Number:		
<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:	240-512-2716	
Email:	dsmna.ip@dsm.com	
Correspondent Name:	DSM SERVICES USA INC	
Address Line 1:	6480 DOBBIN ROAD	
Address Line 2:	PATENT DEPT	
Address Line 4:	COLUMBIA, MARYLAND 21045	
ATTORNEY DOCKET NUMBER:	28564-US-DIV	
NAME OF SUBMITTER:	KIMBERLY SAUTER-BRAY, IP PARALEGAL	
SIGNATURE:	/Kimberly Sauter-Bray, IP Paralegal/	
DATE SIGNED:	05/11/2015	
Total Attachments: 4		
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**EMPLOYEE CONFIDENTIAL INFORMATION AND
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

DSM NUTRITIONAL PRODUCTS, LLC AND ITS AFFILIATED COMPANIES

IN CONSIDERATION of my employment or continued employment with DSM Nutritional Products, LLC and its Affiliated Companies (hereinafter referred to as the "Company") and the compensation to be paid to me in connection with such employment, I, Kirk E. Aft, hereby agree to the following:
[Full name]

1. CONFIDENTIAL INFORMATION

- 1.1 I will not, during or at any time after the termination of my employment with the Company, disclose to third parties without the Company's prior consent or use for myself or for any other companies or individuals, any secret or confidential information, knowledge or data of or about the Company or its business or that of or about third parties, including without limitation customers or potential customers of the Company, generated by me, divulged to me or otherwise acquired by me during the period of my employment with the Company. I understand and agree that all such secret or confidential information, knowledge or data includes but, is not limited to, that which is:
- 1.1.1 of a technical nature such as, but not limited to, methods, know-how, formulae, compositions, processes, lab notebooks, discoveries, machines, inventions, computer programs and similar matters concerning any of the Company's research projects or information provided or likely to be provided to the Company by a third party on a confidential basis (such as computer software or information relating to third party products);
 - 1.1.2 of commercial nature such as, but not limited to, trademarks, information about costs, finances, purchases, profits, prices, markets, sales, selling strategies, or lists of customers or employees or other matters concerning the Company's business;
 - 1.1.3 of a strategic nature such as, but not limited to, future developments or strategies or business plans, pertaining to research and development and marketing and sales or other matters concerning the Company's planning.
- 1.2 Upon termination of my employment, or at any other time prior to termination and at the Company's request, I agree to deliver promptly to the Company all drawings, blueprints, manuals, letters, notes, notebooks, report sketches, formulae, computer programs, data or information and similar items, memoranda, customer lists, and all other materials, property, and/or documents and all copies thereof relating in any way to the Company's business in any way obtained or prepared by me during the period of my employment with the Company which are in my possession or under my control. I further agree that I will not make or retain copies of the foregoing and will so represent to the Company upon termination of my employment.
- 1.3 Acknowledging that I may have acquired and/or possess confidential information belonging to third parties as a result of my previous employment or other activities prior to my employment with the Company, I will not disclose to the Company or induce the Company to use any such confidential information, nor will I use directly or indirectly inventions or confidential information belonging to others, including any previous employer, which I have acquired prior to my employment with the Company, in my performance of work for the Company.

2. EMPLOYMENT RELATIONSHIP

- 2.1 I understand that my employment with the Company is "at will". This means that my employment may be terminated, at any time, by myself or the Company for any reason and with or without notice. I understand and agree that nothing in this agreement shall require the Company to employ me for any specific period of time or to pay or continue to pay me any specified salary. The at-will nature of the employment relationship may not be changed except by written agreement between me and the Company signed by both me and the Vice President of Human Resources.
- 2.2 I also acknowledge that the Company has personnel policies, procedures, business practices and corporate compliance programs which relate to my employment and the Company's business. I agree to comply with each of them and all applicable laws and regulations relating to the Company's business. I also acknowledge that the Company may change, from time to time at its discretion, its policies, procedures, programs and practices. Additionally, the Company's management, in its sole discretion, may deviate from its policies, procedures, programs and practices and is not liable to me if it does so.

3. INVENTIONS

- 3.1 I agree to promptly inform the Company of all Inventions, discoveries, designs, developments, improvements and innovations, whether patentable or not (hereinafter referred to collectively as "Inventions"), conceived or made by me (solely or in concert with others) which:
- 3.1.1 relate in any manner to the existing or contemplated business or research activities of the Company;
 - 3.1.2 are suggested by or result from my work with the Company; or
 - 3.1.3 result from the use of the Company's time, materials, information or facilities even if made or conceived during other than working hours.
- 3.2 I agree that all such Inventions and all descriptions, sketches, drawings and other documents or things relating to the Inventions (including, but not limited to, patents, patent applications or other records) shall be the exclusive property of the Company. I will sign all documents which the Company considers necessary to vest in the Company title to the Inventions and their associated right of priority and patents without charge. Further, I will assist the Company in obtaining, maintaining and/or enforcing full rights and title to such Inventions. My assistance may be required from time to time:
- 3.2.1 in the preparation of applications of patents, domestic and foreign, including divisional, continuation and continuation-in-part applications and applications for the reissue, renewal or extension of patents;
 - 3.2.2 in the prosecution of interference or oppositions involving any of the applications;
 - 3.2.3 in obtaining descriptions, sketches, drawings and other documents relating to the Inventions.
 - 3.2.4 Such assistance will be rendered at the Company's expense (including a reasonable payment for the time involved, in case I am not then in the Company's employ).
- 3.3 I have listed on Schedule A of this agreement all patentable inventions which I claim as my property and which were conceived, discovered or made by me, either solely or jointly with others, prior to my employment by the Company, its predecessors or its affiliates. The absence of any such listing is a specific representation and agreement by me that there is no such invention.

4. WORKS OF AUTHORSHIP

- 4.1 I agree that all works of authorship, computer programs, code, databases, icons, design plans, flow charts, designs, notes, drawings, marketing plans, product plans, writings and all other works subject to copyright protection (hereinafter referred to collectively as "Works of Authorship"), made by me (solely or in concert with others) which:

4.1.1 relate in any manner to the existing or contemplated business or research activities of the Company;

4.1.2 are suggested by or result from my work with the Company; or

4.1.3 result from the use of the Company's time, materials, information or facilities even if made or conceived during other than working hours;

shall be "Works Made For Hire", the entire right, title and interest of which shall vest, reside and be the exclusive property of the Company.

- 4.2 I agree to assign all Works of Authorship to the Company, and to furnish and execute any documents which the Company considers necessary to vest in the Company title to the Works of Authorship and their associated copyrights without charge. I agree that all such Works of Authorship and other documents relating to the Works of Authorship shall be the exclusive property of the Company. Further, I will assist the Company in obtaining, maintaining and/or enforcing full rights and title to such Works of Authorship. My assistance may be required from time to time:

4.2.1 in the preparation of copyright applications for Works of Authorship, domestic and foreign;

4.2.2 in any litigation relating to such Works of Authorship, and their associated copyrights; and

4.2.3 in obtaining description, sketches, drawings and other documents relating to Works of Authorship.

Such assistance will be rendered at the Company's expense (including a reasonable payment for the time involved, in the event I am not in the Company's employ at the time of request).

5. OUTSIDE EMPLOYMENT

- 5.1 I agree not to enter into or carry on during my employment by the Company any outside employment, business or other activity for which I receive compensation, which relates to my duties at the Company, to my profession or to the Company's business or area of interest, except as may be authorized in writing by the Vice President of Human Resources.

6. GENERAL PROVISIONS

- 6.1 I understand and agree that the Company may notify anyone employing me after my termination with the Company, or evidencing intent to employ me, as to the existence of the provisions of this agreement. I also understand that I may provide a copy of this agreement to one who retains my services or employs me in the future.
- 6.2 All captions herein are for convenience only, and shall not be interpreted as having any meaning or significance.

- 6.3 I have read carefully and understand all of the provisions of this Agreement and freely and voluntarily sign and agree to be bound by its terms.
- 6.4 This agreement constitutes the complete understanding between me and the Company on the subjects covered, and supersedes any and all prior discussions, agreements and understandings between me and the Company, whether oral, implied or in writing.
- 6.5 The invalidity or unenforceability of any provision of this agreement applied to a particular occurrence or circumstance or otherwise shall not affect the validity, enforceability, and applicability of any other provision(s) of this agreement.
- 6.6 This agreement shall be construed according to the laws of the State of New Jersey.
- 6.7 This agreement shall inure to the benefit of and may be enforced by the Company, its successors and assigns, and shall be binding upon me, my executors, administrators, legatees, distributees, and other successors in interest, and may not be changed in whole or in part except in writing, signed by a duly authorized officer of the Company and myself.

SIGNED this 26 day of June, 2014.

Kirk E. Apt
Signature

3874 Paul Hill Rd
Street Address

Kirk E. Apt
Print Name

Elkhatt city, MD 21042
City, State, Zip Code

In the presence of: [Signature] Cathin Radik

SCHEDULE A