

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3562561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT WITH OBLIGATION TO ASSIGN INVENTIONS
CONVEYING PARTY DATA	
Name	Execution Date
JEREMIAH D. BEAR	04/30/2010
RECEIVING PARTY DATA	
Name:	HEXION SPECIALTY CHEMICALS, INC.
Street Address:	180 EAST BROAD STREET
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	43215
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14713950
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:	281-325-3368
Email:	lisa.jones@hexion.com
Correspondent Name:	HEXION INC.
Address Line 1:	12650 DIRECTORS DRIVE, SUITE 100
Address Line 4:	STAFFORD, TEXAS 77477
ATTORNEY DOCKET NUMBER:	06-04-EP05N.US-CON
NAME OF SUBMITTER:	LISA KIMES JONES
SIGNATURE:	/Lisa Kimes Jones/
DATE SIGNED:	10/08/2015
Total Attachments: 5	
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**AS A CONDITION OF EMPLOYMENT, AND TO BECOME ELIGIBLE FOR
A 2010 ICP PAYMENT, THIS AGREEMENT MUST BE SIGNED AND
RETURNED TO THE GENERAL COUNSEL'S OFFICE WITHIN 30 DAYS**

HEXION SPECIALTY CHEMICALS, INC.
(EPOXY AND PHENOLIC DIVISION)
NONDISCLOSURE, FAIR COMPETITION AND INVENTIONS AGREEMENT
FOR 2010 AND BEYOND
WITH JEREMIAH BEAR

I, JEREMIAH BEAR, agree to each of the following terms and conditions in exchange for, and as a condition of, my employment or continued employment with Hexion Specialty Chemicals, Inc., a corporation with its principal office at 180 East Broad Street, Columbus, Ohio 43215, and/or its subsidiaries and affiliates (collectively referred to as "Hexion").

1. **Nondisclosure of Nonpublic Information**

I will hold in trust and confidence during and after my employment with Hexion, and will not use or disclose to others without the prior written consent of Hexion, any Nonpublic Information of Hexion, regardless of whether such information is in my memory or in written or recorded form. For purposes of this Agreement, "Nonpublic Information of Hexion" includes (but is not limited to) all intellectual property, trade secrets, confidential information, proprietary information, formulas, recipes, reactors, customer lists, information about customers or potential customers, contact information for customers or potential customers, vendor lists and prices, information about vendors, contact information for vendors, lists of employees, information about employees, product development, engineering, marketing, research, products, equipment, processes, operations, computer programs and documents, passwords, pricing, costs, financials, accounting information, business policies or practices, and similar information or other information not available to the general public pertaining to Hexion and its business or the development, production, or sale of epoxy resins, adhesives, coatings, basic chemicals, auxiliaries, catalysts, co-reactants, emulsions, inks, pastes, waxes, sizing agents or water repellants for industrial applications. I also agree always to use my best efforts to safeguard Nonpublic Information of Hexion at all times so that it is not exposed to, used by, or made available to any unauthorized persons, and not to cause or influence any person, business, or entity to disclose,

divulge, or make unauthorized use of any Nonpublic Information of Hexion. These obligations remain in effect until such time that the Company decides to make public previously Nonpublic Information.

2. **Return of Nonpublic Information upon Termination**

I agree that all Nonpublic Information of Hexion is the sole property of Hexion. Upon the termination of my employment with Hexion for whatever reason, I agree to deliver immediately to Hexion all Nonpublic Information of Hexion in my possession or control, including but not limited to all originals and all copies of documents, business cards, notes, electronic files, software, computer, BlackBerry or other similar devices, and all other materials containing any Nonpublic Information of Hexion.

3. **Fair Competition after Termination**

To protect the Nonpublic Information of Hexion and Hexion's other business interests, I agree that for a period of one (1) year following my termination from Hexion for any reason, I will not directly or indirectly do any of the following, whether as an individual, employee, consultant, agent, shareholder, or partner of any person, business, or entity for epoxy, coatings or resin products or any other related products developed during my tenure at Hexion and after the signing of this Agreement, at any facility or plant site of any competitor, supplier or customer of Hexion (for example, an employee may not work, consult or in any way participate in any business, whether that business is located in the U.S. or any other country, when that business manufactures any product lines that are the same as or similar to those product lines that the employee was involved in or had access to when that employee worked for Hexion). In addition, an employee may not:

- A. Solicit, pursue, accept, participate in, work with or otherwise be involved in the provision of products or services to any person, business, or entity with which Hexion did business during my employment with Hexion; or
- B. Hire, attempt to hire, or assist any other person, business or entity in hiring or attempting to hire any person who was an employee of Hexion during my employment; or
- C. Cause, attempt to cause, influence or attempt to influence any customer, supplier or other person, business or entity to terminate or change a business relationship or change or adjust quantity, price or product availability with Hexion (including but not limited to an employment relationship) or to reduce the amount of business or the extent of the business relationship with Hexion; or

- D. Accept or perform employment or other business activities with any person, business, or entity unless I have first provided such person, entity or business with a complete copy of this Agreement.

4. **Improvements, Inventions, Developments and Discoveries**

- A. During my employment with Hexion I will disclose promptly to Hexion all improvements, inventions, developments and discoveries I may make (whether patentable or unpatentable, whether alone or in association with others, whether on or off Hexion's premises and whether on or off Hexion work time) relating directly or indirectly to the present or future products, processes, apparatus, development, research work, or other business of Hexion. I acknowledge and agree that all such improvements, inventions, developments and discoveries will be the sole and exclusive property of Hexion, and I will treat all related information as Nonpublic Information of Hexion under this Agreement.
- B. In connection with such disclosures, I will produce promptly and deliver to Hexion all materials and other records relating thereto, which I agree shall be the sole and exclusive property of Hexion and shall not thereafter be removed from Hexion's premises by me or by others without prior written permission of Hexion; and
- C. Upon the request of Hexion at any time I will, without charge, execute applications for patents on such inventions and discoveries in the United States and foreign countries, execute assignments of said inventions, discoveries, and patents to Hexion, acknowledge in writing Hexion's proprietary rights, waive any claim of invention or proprietary rights, and give Hexion such assistance as it may require in securing, enforcing, or protecting such patents, copyrights, trademarks, service marks, and other proprietary rights. I understand that Hexion will reimburse me for all reasonable out-of-pocket expenses that I incur directly in providing such assistance to Hexion.

5. **Consent to Injunction**

In addition to all other legal and equitable remedies that may be available to Hexion, I consent to injunctive relief to enjoin any breach or threatened breach of this Agreement by me, and I acknowledge and agree that each such breach or threatened breach will cause immediate and irreparable harm to Hexion in a manner that cannot be measured nor adequately compensated in monetary damages. Nothing contained in this Agreement shall restrict or limit in any manner Hexion's right to seek and obtain any form of relief, legal or equitable, in an action related to any provision of this Agreement. I also agree that a one hundred dollar (\$100.00) bond is an appropriate bond for Hexion to post in the event Hexion files for Injunctive Relief to enforce the terms of this Agreement.

6. **Waiver or Modification**

The waiver by Hexion of any breach of any provision of this Agreement will not be regarded as a waiver of any subsequent breach. Waiver of the terms of this Agreement as to one employee shall have no binding effect or serve as a waiver of enforcement for any other employee. No alteration or modification of any part of this Agreement, or cancellation or replacement hereof, shall be valid unless executed in writing by both me and an authorized representative of Hexion.

7. **Reformation and Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, I agree that such term or provision shall be modified or reformed by the Court to permit its enforcement to the maximum extent permitted by applicable law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, and cannot be or is not reformed by the Court, such provision shall be severed from this Agreement, and the remainder of this Agreement and all other provisions in this Agreement will remain in force.

8. **Assignability**

This Agreement is binding upon, shall inure to the benefit of, and shall be enforceable by Hexion and its successors and assigns.

9. **Ohio Law Governs; Exclusive Forum in Franklin County, Ohio**

This Agreement shall be construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of laws. I agree that any action related to all or part of this Agreement can only be brought in the Court of Common Pleas of Franklin County, Ohio and in no other courts or forums. I consent to, and agree not to make any challenge to, the personal jurisdiction of this court over me and the propriety of venue in this court.

10. **This Is Not a Contract of Employment**

This Agreement is not to be construed as an employment contract, and I understand that it does not entitle me to any particular term of employment with Hexion or any status other than that of an at-will employee.

11. **No Conflict**

I represent and warrant to Hexion that neither my employment with Hexion nor my performance or execution of this Agreement will breach or otherwise violate any valid agreements or legally binding obligations that I have with respect to any former employers or any other person, business, or entity. I represent and warrant that in the course of performing work for Hexion, I will not disclose or

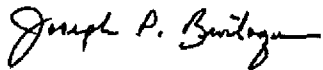
make use of any trade secrets or confidential information of anyone under any obligation to maintain in confidence.



Name: JEREMIAH BEAR

Date: 4-30-2010

HEXION SPECIALTY CHEMICALS, INC.



Name: JOSEPH P. BEVILAQUA

Title: PRESIDENT
EPOXY AND PHENOLIC DIVISION

FAX, PDF OR MAIL THE ENTIRE SIGNED AGREEMENT TO:

FAX: 614-225-7584

PDF: colleen.nissl@hexlon.com

MAIL: HEXION SPECIALTY CHEMICALS, INC.
OFFICE OF THE GENERAL COUNSEL
C/O COLLEEN NISSEL
180 EAST BROAD STREET, 24TH FLOOR
COLUMBUS, OHIO 43215