# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3944460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PETER NELSON WAINMAN	03/16/2015
SIRILAK NARONGTANUPONE	03/16/2015
SUNGWORN SANGSRI (DECEASED)	01/08/2013

# **RECEIVING PARTY DATA**

Name:	EQUATOR PURE NATURE COMPANY LIMITED	
Street Address:	9/275 UM TOWER, ROOM NO. A3, 27TH FLOOR	
Internal Address:	RAMKHAMHAENG ROAD, SUANLUANG, SUANLUANG	
City:	BANGKOK	
State/Country:	THAILAND	
Postal Code:	10250	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14768719

# **CORRESPONDENCE DATA**

Fax Number: (202)783-6031

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.

Phone: 202-783-6040 Email: mdavis@rfem.com

ROTHWELL, FIGG, ERNST & MANBECK, P.C. **Correspondent Name:** 

607 14TH STREET, N.W. Address Line 1:

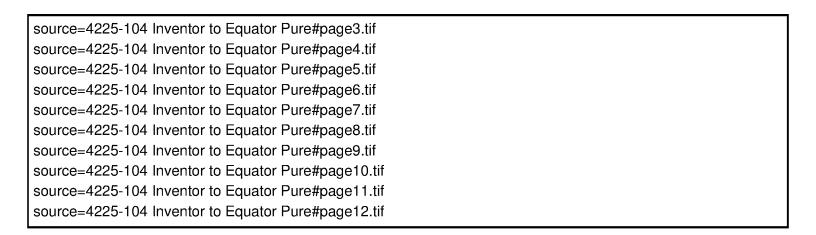
SUITE 800 Address Line 2:

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	4225-104	
NAME OF SUBMITTER:	MARTIN M. ZOLTICK, REG. NO. 35,745	
SIGNATURE:	/Martin M. Zoltick/	
DATE SIGNED:	06/30/2016	

**Total Attachments: 12** 

source=4225-104 Inventor to Equator Pure#page1.tif source=4225-104 Inventor to Equator Pure#page2.tif



#### Attorney Docket No. 4225-104

# ASSIGNMENT BY INVENTOR(S) OF PATENT APPLICATION FOR ALL COUNTRIES

BE IT KNOWN THAT, for good and valuable consideration paid to the undersigned inventor(s) (hereinafter ASSIGNOR(S)) by

Name: Equator Pure Nature Company Limited

Address: 9/275 UM Tower, Room No. A3, 27th Floor

Ramkhamhaeng Road, Suanluang, Suanluang, Bangkok 10250

Thailand

(hereinafter ASSIGNEE),

the receipt and adequacy of which is hereby acknowledged, ASSIGNOR(s) hereby sell(s), assign(s) and transfer(s) to ASSIGNEE

all of his/her right, title and interest in, to and under the invention and application entitled:

CLEANING COMPOSITIONS INCLUDING FERMENTED FRUIT SOLUTIONS AND METHODS FOR MAKING AND USING THE SAME

for which application for Letters Patent of the United States ASSIGNOR(S) is/are the sole or a joint inventor and which application was executed on even date herewith or is identified as follows

U.S. Serial No. or PCT Appln. No.: 14/768,719 Filing Date: August 18, 2015

(Rothwell, Figg, Ernst & Manbeck is hereby authorized to insert the series code, serial or application number and/or filing date hereon, when known)

and all Letters Patent of the United States to be obtained on said application or on any continuation, division, reissue, reexamination or extension thereof and all rights connected therewith, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention, for the full term or terms for which the same may be granted, including all rights to recover damages for any and all past infringement; and

ASSIGNOR(S) agree(s) to execute all papers necessary in connection with said application and any continuing, divisional, reissue or reexamination applications thereof and to execute separate assignments in connection with such applications as ASSIGNEE may deem necessary.

ASSIGNOR(S) agree(s) to execute all papers necessary in connection with any interference, litigation, or other legal proceeding which may be declared concerning this application or any continuation, division, reissue or reexamination thereof or Letters Patent, reissue patent or reexamination certificate issued thereon and to cooperate with ASSIGNEE in every way possible in obtaining and producing evidence and proceeding with such interference, litigation, or other legal proceeding.

ASSIGNOR(S) covenant(s) that he/she has the full right to convey the entire interest herein assigned and has not executed, and will not execute, any agreement in conflict herewith.

Page 1 of 2 Last Modified 3/16/2015

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR(S) has/ have affixed his/her signature below.

Signature: Peter Nelson Wainman  Typed Name: Peter Nelson WAINMAN	Date: 16 March 2015
Typed Name: Peter Nelson WAINMAN	
Signature: Nowworking	Date: 16 March 2015
Typed Name: Sirilak NARONGTANUPONE	
Signature: Typed Name: Sungworn SANGSRI (Deceased)	

Signature: Hyan K.	Date: 16 March 2015
Typed Name: Wipawee KANTIPONGPIPAT	
Signature: Rensri K.	Date: 16 March 2015

ACCEPTED AND ACKNOWLEDGED FOR AND ON BEHALF OF THE ASSIGNEE:		
ASSIGNEE NAME: Equator Pure Nature Company Limited		
SIGNATURE OF AUTHORIZED PERSON WONN,		
TYPED/PRINTED NAME OF AUTHORIZED PERSON: Sirilak NARONGTANUPONE		
TYPED TITLE: MANAGING DIRECTOR		
DATE: 16 March 2015		

NO LEGALIZATION REQUIRED. THIS DOCUMENT MAY BE NOTARIZED IF FURTHER PROOF OF EXECUTION.

I, Mr. Chinnavat Chinsangaram, hereby certify that Peter Nelson WAINMAN, Sirilak NARONGTANUPONE, Wipawee KANTIPONGPIPAT and Pensri KOETSAP appeared before me and affixed their signatures hereinabove, in my presence on this 16th day of March 2015.

Signature:

Mr. Chinnavat Chinsangaram

Notarial Services Attorney Registration no. 1039/2546

Reg. No./ ทะเบียนเลขที่ 1039/2546 Commission Expires / ทะเบียนนอ

THE LAW SOCI

Page 2 of 2 Last Modified 3/16/2015

#### **EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is made on January 8, 2013

#### BETWEEN:

- Equator Pure Nature Company Limited whose office is currently located at: 372 Chula Soi 9; (1) Rama 4 Road; Wangmai, Pathumwan; Bangkok 10330, hereinafter referred to as the "Company"; and
- (2) Sungworn Sangsri, the holder of Thai citizen ID Card no. 3 8208 00106 05 6, residing at 80/1030 Tippawan Village; Soi 42 Taparuk Road; Tumbol Bangmuang; Samutprokarn Province 10270; Thailand, hereinafter referred to as the "Employee".

It is hereby agreed as follows:

#### 1. Definitions.

The following definitions apply in this Agreement

- 1.1. Each of the Company and Employee is also defined as a "Party" and together defined as the "Parties". The words "you", "your", "his/her", "his", "her" refer to Employee.
- "Clause" followed by a number means that relevant section number in this Agreement. 1.2.
- 1.3. "Confidential Information" means all information and materials which are confidential or proprietary to the Company or any Group Member, whether or not designated as such by the Company or such Group Member and whether or not reduced to writing or other tangible documentation. Unless Employee is advised by the Company to the contrary, Employee will assume that all information and materials provided to Employee by the Company or any Group Member or by anyone employed by, associated with or related to any Group Member, or to which Employee obtains access as a result of Employee's relationship with the Company or with any Group Member, constitutes Confidential Information.
- "Employee Manual" means the employee manual of the Company, which may be 1.4. updated from time to time by the Company in the Company's sole discretion.
- 1.5. "Group" means the Company, the Company's subsidiaries, the Company's affiliates and the Company's associated entities, whether existing now or in the future, and includes Equator Pure Health Limited.
- "Group Member" means the Company or any company associated with the Group or any 1.6. part of the Group and shall be interpreted as broadly as possible.
- 1.7. "Person" means any natural person, individual, corporation, partnership, trust, limited company, association or other entity

#### 2. Appointment

The Company agrees to employ Employee as Research and Development Manager.

# 3. Commencement

The employment of Employee with the Company will be commenced on January 8, 2013.

### 4. Salary

During probation (see Clause 6 below), Employee shall be paid a gross salary of Baht 38,000 per month payable on the last working day of each calendar month after deduction of withholding tax and contribution to Social Security Fund (if applicable). After probation, if Employee is confirmed in employment, Employee shall be paid a gross salary of Baht 42,000 per month payable on the last working day of each calendar month after deduction of withholding tax and contribution to Social Security Fund (if applicable)

# 5. Other Benefits (holidays, leave, sick leave)

If applicable, Employee shall be eligible to certain other benefits provided by the Company as set forth in the Employee Manual, such as leave (including holiday leave, sick leave and annual leave).

#### 6. Probation

You will serve on probation during the first 119 days of your employment. Towards the end of the period of probationary period, you will be notified in writing whether or not you are confirmed in your employment.

#### 7. Duties

During the continuance of the employment, Employee shall:

- (a) well and faithfully serve the Company giving at all times the full benefit of Employee's knowledge, expertise, technical skill and ingenuity;
- (b) perform such duties (Including all duties of Employee's position) and exercise such powers in relation to the business of the Company as are assigned or communicated to or vested in Employee by the Company;
- (c) abide by all employment regulations and obey all lawful instructions given to Employee by or on behalf of the Company and comply with all rules and regulations (including those in the Employee Manual) now or hereafter made by the Company; and

-2-

M

Singram

(d) devote his/her full time and attention to the business of the Company and not be engaged or concerned or interested in any business (other than the business of the Company) whether or not in competition with any business carried on by the Company.

### 8. Hours of Employment

Subject to the Employee Manual, core office work hours are 9.00am to 6.00pm, Monday to Friday, with a break of one hour for lunch between 12:00 noon and 2:00pm. Flexibility is at the Company's discretion. However, due to the nature of the Company's business, you may be required to work additional hours, including Saturday and Sunday, when necessary, in order to meet deadlines. The preceding clause is subject to the Employee Manual; if there is any inconsistency between this Clause 8 and the Employee Manual, the Employee Manual shall prevail.

#### 9. Working Place

Your normal place of work is Thailand. You may be required to work at other locations approved by the Company from time to time You may be required to travel for extended periods of time as deemed necessary by the Company.

# 10. Termination of Employment

- 10.1. Normal termination. Termination of employment can be effected by either Party at any time for any reason with notice requirements given below.
  - 10.1.1. Normal termination by the Company. If the Company decides to terminate, the Company will give 1 month notice, unless Clause 10.2 applies. Notice is not required of the Company under Clause 10.2 below.

If your employment is terminated on notice then the Company hereby reserves the right to require you not to work at the Company's premises, or at all, during such notice period. During any period in which you are not required to work in accordance with this clause, the Company will continue to comply with its obligations under this Agreement and Employee will continue to comply with its obligations under this Agreement, and Employee will make himself/herself available as required by the Company.

- 10.1.2. Termination by Employee. In the event of Employee leaving the Company, Employee will provide notice as stipulated in the Employee Manual.
- 10.2. Summary Termination. Notwithstanding anything to the contrary, the Company may terminate Employee's employment either without notice or with immediate notice in writing for any of the following:
  - 10.2.1. gross misconduct, gross negligence or dishonesty affecting the business, finance or reputation of the Company
  - 10.2.2. conduct likely to bring the Company into disrepute

m

Sungwork

- any breach or non-observance by Employee of any part of any of Clauses 11 10.2.3. or 12 or any material breach of any other provision in this Agreement
- wilful or persistent refusal to perform proper duties or observe reasonable 10.2.4. instructions of management
- if Employee violates the Company's work rules or regulations or lawful order, 10.2.5. and a written warning has been issued, except that in serious cases the Company does not need to issue any warning;
- 10.2.6. if Employee is absent from employment without proper reason for a period as stipulated in the Employee Manual.
- 10.2,7. in the event of bankruptcy, criminal offense or imprisonment by Employee
- All notes, reports, memorandam, materials and any other information concerning the Company, the Group, and any Group Member, including all Confidential Information and any information related to any Group Member which shall be acquired, received or made by Employee during the course of his/her employment shall belong to the Company and shall be surrendered to the Company at the termination of Employee's employment, or at the request of the Company at any time during the course of his/her employment.

# Confidentiality, Competition and Conflict of Interest

- **Definitions.** The following definitions apply: 11.1.
  - 11.1.1. "Conflicting Services" means any product or service, of any Person other than the Company which competes with a product or service provided by the Company or any Group Member or is planned to be provided by the Company or any Group Member while Employee is employed by the Company.
  - 11.1.2. "Customer or Potential Customer" is any Person who or which (i) contracted for, was billed for, or received from the Company or any Group Member any product, service or process; or (ii) was in contact with Employee or in contact with any other employee, director, shareholder, owner, or agent of the Company, of which contact Employee was or should have been aware, concerning any product, service or process with which Employee worked directly or indirectly during his/her employment with the Company or any Group Member; or (iii) was solicited by the Company or in consideration or planning to be solicited by the Company in an effort in which Employee was involved or of which he/she was or should have been aware;
  - 11.1.3. "Restricted Period" means the period of 12 months immediately following the date of termination of the Employment Agreement for any reason, including but not limited to voluntary termination by Employee or involuntary termination by the Company,

-4-

- Employee will not without the prior written consent of the Company's Managing 11.2. Director:
  - 11.2.1, during the Restricted Period, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other Person and whether as employee, principal, shareholder, director, employee, agent, consultant, partner or in any other capacity solicit, provide, or attempt to provide Conflicting Services anywhere in the world, nor will Employee assist another Person to solicit, attempt to provide, or provide Conflicting Services anywhere in the world;
  - 11.2.2. during the Restricted Period, whether directly or indirectly, solicit or attempt to solicit any employee, director, shareholder, supplier, or agent of the Company or of any Group Member to work in any capacity for any Person other than the Company or a Group Member:
  - 11.2.3. during his/her employment and for two years after termination of employment, whether directly or indirectly (except during his/her employment in the proper performance of his/her duties), attempt to hire or employ any person currently or previously employed by the Company or any Group Member or discuss any potential employment or business association with such person, even if Employee did not initiate the discussion or seek out the contact;
  - 11.2.4. for two years after termination of employment, whether directly or indirectly, solicit, induce or attempt to induce any Customer or Potential Customer or any supplier or any agent of the Company or of any Group Member to terminate, diminish, or materially alter its relationship with the Company or any Group Member;
  - 11.2.5. during his/her employment or at any time thereafter (except during his/her employment in the proper performance of his/her duties), use any name (in whatever form) which includes any type of name (whether trade name, brand name, trademark, actual name, logo etc.) of the Company or any Group Member or any name or trading style or get up which is confusingly similar to a name used by the Company or Group Member; and
  - 11.2.6. during his/her employment or at any time thereafter (except during his/her employment in the proper performance of his/her duties), make use of, take away, conceal, destroy, disclose or cause unauthorised disclosure to any Person of any Confidential Information.

-5-

#### 12. Inventions and IPRs

- 12.1. Definitions. The following definitions apply both in this clause and throughout this Agreement
  - 12.1.1. "Inventions" means any invention, idea, discovery, development, improvement, innovations, design, development, method, modification, improvement, process, algorithm, database, computer program, formula, technique, trade secret, graphic or image, or audio or visual work and other work of authorship, whether or not patentable and whether or not recorded in any medium:
  - 12.1.2. "IPRs" (Intellectual Property Rights) means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill, rights in designs, rights in computer software, database rights, rights in Confidential Information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 12.2. Employee agrees to promptly and fully disclose to the Company full details of all Inventions and all works embodying IPRs, which Employee makes or originates either by himself or herself or jointly with other persons during the course of Employee's employment whether or not during working hours or using Company premises or resources and whether or not as a general or specific assignment. Employee acknowledges that all IPRs subsisting (or which may in the future subsist) in all such works and Inventions shall automatically, on creation, vest in and belong to the Company. Employee hereby assigns and agrees to assign in the future (when any such Inventions or IPRs are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all of Employee's right, title and interest in and to any and all Inventions, which Employee creates uses or discloses to the Company in the course of his/her employment or which are incorporated in the Company's products or business during the period of his/her employment, and all IPRs with respect thereto, whether or not patentable or registrable under copyright or similar statutes.
- 12.3. At any time during Employee's employment or thereafter, (despite the termination of this Agreement) and at the Company's expense, Employee agrees to do all such acts and things (including execute such documents, take such actions and make such applications) as may be necessary (or as the Company may reasonably request) in order to substantiate, confirm or vest effectually any Inventions and/or IPRs owned wholly or partially by the Company under necessary Thai or foreign laws or pursuant to this Agreement, and any other protection as to ownership or use of the same (in any part of the world) in the Company, or as the Company may direct, (jointly if necessary with any joint inventor or maker/author thereof). Employee hereby irrevocably appoints the Company for these purposes to be Employee's attorney in his/her name and on his/her

Smednaw

PATENT

behalf to execute and do such acts and things and execute any such documents as set out above.

- 12.4. Employee agrees that he or she will not at any time make use of or exploit the Company's Inventions, IPRs or other property for any purpose other than the proper performance of Employee's duties or for any purposes which has not been agreed by the Company in advance in writing by the Managing Director of the Company.
- 12.5. To the full extent permitted by applicable law, Employee irrevocably and unconditionally waives all of Employee's moral rights in relation to all Inventions and IPRs which are owned by or are assigned to the Company in all territories of the world.

# 13. Remedies

Employee recognizes that irreparable harm would result from any breach by Employee of any part of any provision in Clauses 11 or 12 above and that monetary damages alone would not provide adequate relief and therefore Employee acknowledges that in such case injunctive relief is proper, in addition to any other relief the Company may seek.

#### 14. Notice

Any notice to be given under this Agreement shall be in writing and may be given by personal delivery, post, facsimile and shall be sent to the address as stated in this Agreement, or to any other address as may be notified in writing by one Party to the other from time to time. Notice shall be deemed to be served by post, two days after posting; if by personal delivery; when delivered and if by facsimile when sent.

# 15. I.D. Card and other Documents

Employee shall on commencement of the employment provide to the Company a copy of his/her I.D. card and House Registration and shall notify the Company promptly of any change of residential address.

#### 16. Law and Jurisdiction

This Agreement will be governed by and construed according to the laws of Thailand as such laws are applied to agreements entered into and to be performed entirely within Thailand between Thai residents.

#### 17. Miscellaneous.

- 17.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any previous agreement, understanding, representation, warranty or arrangements of any nature whatsoever between the Parties relating to the subject matter of this Agreement.
- 17.2 No variation. No variation to this Agreement shall be effective unless made in writing and signed by the Party to this Agreement against whom or which such variation is sought to be enforced.

Singwork.

- 17.3 Headings. The headings are for convenience only and will not affect the interpretation of the Agreement
- 17.4 Severability. All provisions contained herein are severable. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision, 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 contained 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.
- 17.5 Successors and Assigns. This Agreement is for Employee's benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon Employee's heirs, executors, administrators and other legal representatives.
- 17.6 Survival. The provisions of this Agreement shall survive the termination of employment, regardless of the reason, and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 17.7 Employee has read this Agreement carefully and understands and accepts the obligations which it imposes upon Employee without reservation. Employee is signing this Agreement voluntarily and freely. Employee hereby acknowledges that Employee has had adequate opportunity to review the terms and conditions of this Agreement and to reflect upon and consider the terms and conditions of this Agreement, and that Employee has had the opportunity to consult with counsel of Employee's own choosing regarding such terms.

Agreed and Accepted:

The Company

Minaging Director

**Employee** 

Witness of Employee's signature

Sungworn Sangsvi Sungworn Sangsvi

PORNPOTCHANA THAKARN

-8-

ID: 34166 00505 XLG

#### ADDITION TO EMPLOYMENT AGREEMENT

This document (the "Document") is to agree to an addition to the employment agreement signed on January 8, 2013 (the "Employment Agreement") which was signed between:

- (1) Equator Pure Nature Company Limited whose office is currently located at: 372 Chula Soi 9; Rama 4 Road; Wangmai, Pathumwan; Bangkok 10330, hereinafter referred to as the "Company"; and
- (2) Sungworn Sangsri, the holder of Thai citizen ID Card no. 3 8208 00106 05 6, residing at 80/1030 Tippawan Village; Soi 42 Taparuk Road; Tumbol Bangmuang; Samutprokarn Province 10270; Thailand, hereinafter referred to as the "Employee".

It is hereby additionally agreed as follows:

1. At the end of clause 12.2 of the Employment Agreement, the following sentence is to be added as if it was added as of the date of the Employment Agreement:

For the avoidance of doubt, all Inventions and all IPRs during the Employee's employment are assigned and belong to the Company and this concept will be interpreted in the Company's favour.

The above sentence hereby is defined as the "Sentence Addition".

- Law and Jurisdiction. This Document will be governed by and construed according to the laws of Thailand.
- 3. **No variation.** No variation to this Document shall be effective unless made in writing and signed by the Party to this Document against whom or which such variation is sought to be enforced.
- 4. Headings. The headings are for convenience only and will not affect the interpretation of the Document.
- Definitions. The definitions contained in the Employment Agreement will have the same meanings in this Document save where the context otherwise requires.
- 6. Other. The invalidity, illegality or unenforceability of any part of the Sentence Addition shall in no way affect the validity, legality or enforceability of any other part, and the Sentence Addition 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 contained in this Document 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.

Bounguarn M

-1-

- 7. Successors and Assigns. This Document is for Employee's benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon Employee's heirs, executors, administrators and other legal representatives.
- 8. Survival. The provisions of this Document shall survive the termination of employment, regardless of the reason, and the assignment of this Document by the Company to any successor in interest or other assignee.
- 9. Employee has read this Document carefully and understands and accepts the obligations which it imposes upon Employee without reservation. Employee is signing this Document voluntarily and freely. Employee hereby acknowledges that Employee has had adequate opportunity to review the terms and conditions of this Document and to reflect upon and consider the terms and conditions of this Document, and that Employee has had the opportunity to consult with counsel of Employee's own choosing regarding such terms.

The Company

Sirilak Narongtanupone Managing Director

NJAMMM120109-

**Employee** 

Sungworn Sangsri

Witness of Employee's signature

PORNPOTONANA THAIGADA

20 NO: 3419900505269.