

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4186524

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DANA ARCHULETA	10/30/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	UNITED LABORATORIES INTERNATIONAL, LLC	
<b>Street Address:</b>	12600 NORTH FEATHERWOOD	
<b>Internal Address:</b>	SUITE 330	
<b>City:</b>	HOUSTON	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	77034	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14580698
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(713)622-0220	
<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>		
<b>Phone:</b>	7136227005	
<b>Email:</b>	rflynt@tumeyllp.com	
<b>Correspondent Name:</b>	TOD TUMEY	
<b>Address Line 1:</b>	P.O. BOX 22188	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77227-2188	
<b>ATTORNEY DOCKET NUMBER:</b>	1540-17301	
<b>NAME OF SUBMITTER:</b>	JOHN ROSS FLYNT	
<b>SIGNATURE:</b>	/rflynt/	
<b>DATE SIGNED:</b>	12/14/2016	
<b>Total Attachments: 5</b>		
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## EMPLOYMENT AGREEMENT

This Employment Agreement ("*Agreement*"), dated effective as of October 30, 2014 is between United Laboratories International, LLC, a Delaware limited liability company (the "*Company*") and its Parent company and Related Entities (as later defined), and Dana Archuleta ("*Employee*"). The Company and Employee agree as follows:

### SECTION ONE TERMS OF EMPLOYMENT

1.1 *Duties.* Employee and the Company agree that Employee shall be employed under the terms of this Agreement. Employee shall use Employee's best efforts to perform the duties assigned to Employee by the Company. Employee may also be assigned to perform duties for TriStar Global Energy Solutions, Inc., a Texas corporation and parent of the Company ("*Parent*"), or any subsidiary or affiliate of Parent (each, a "*Related Entity*" and collectively, the "*Related Entities*"). Employee shall perform Employee's duties at the Company's headquarters in Houston, Texas. Employee agrees to comply with all Company policies.

1.2 *Salary and Benefits.* The Company shall pay Employee salary at the rate of \$21.00 per hour. The salary shall be payable in accordance with the payroll policies of the Company. The Company shall review and adjust the salary in its sole discretion. Employee shall be eligible for such other benefits as the Company shall determine in its sole discretion.

1.3 *Term and Termination.* Employee's employment shall begin on the date of this Agreement and shall continue until terminated by the Company or Employee in accordance with (a) or (b) below:

- (a) Termination without Cause. Either party may terminate this Agreement for any reason or no reason upon ten (10) business day's written notice by one party to the other.
- (b) Termination for Cause. The Company may terminate this Agreement for Cause and such termination will be effective immediately without notice. Cause shall be determined in the sole discretion of the Company, and shall include, but not be limited to: (i) failure of Employee to satisfactorily discharge Employee's obligations described in Section 1.1; (ii) breach by Employee of any provision of Section Two; (iii) if Employee does anything which is dishonest or which may injure the business or reputation of the Company; or (iv) substance abuse by Employee.

### SECTION TWO NON-COMPETE AND NON-DISCLOSURE

2.1 *Agreement Not to Compete.* During the Covenant Term (hereinafter defined), Employee agrees that Employee will not, either directly or indirectly, on Employee's own behalf or on behalf of others, including, without limitation, as an owner, employee, independent contractor, or otherwise, engage or participate in any manner in any Restricted Activities (as hereinafter defined)

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anywhere in the Restricted Territory (hereinafter defined), including, without limitation, engaging in or performing Restricted Activities for or on behalf of any Customer (as hereinafter defined). For purposes of this Agreement, the following definitions shall apply:

- (a) "Covenant Term" means during the term of this Agreement and for an additional period of twenty four (24) months after termination of this Agreement.
- (b) "Restricted Activities" means activity related to the sales, planning, or application of processes, pricing and marketing efforts for degassing, chemical, mechanical and otherwise, the formulation, blending, packaging, warehousing, and sale of specialty chemical products used for decontamination, degassing, and cleaning of tanks, vessels, pipelines, or other units in oil refineries, chemical plants, petrochemical plants, gas plants, paper mills, pulp mills, terminals and power plants and the provision of services associated with the foregoing or any similar or associated types of services that were performed by Employee on behalf of the Company, including any other services which were not offered or available at the time of draft of this Agreement, as performed by Employee on behalf of the Company, or any Related Entities, during the term of this Agreement;
- (c) "Restricted Territory" means anywhere in the world where Employee performed services, or had responsibility for performance of services on behalf of the Company during the three (3) years prior to the date of termination; and
- (d) "Customer" means any person or entity for whom Company, Parent and each Related Entity performed substantial services during the one year prior to the date of termination of this Agreement.

2.2 *Agreement Not to Solicit Employees.* During the Covenant Term, Employee agrees that Employee will not, either directly or indirectly, on Employee's own behalf or on behalf of others, including, without limitation, as an owner, employee, independent contractor, or otherwise:

- (a) Solicit, recruit, or employ any person who is or was an employee of or consultant to the Company, Parent or any Related Entity within one year prior to the date of termination of this Agreement.

2.2.1 *Agreement Not to Solicit Customers.* During the Covenant Term, Employee agrees that Employee will not, either directly or indirectly, on Employee's own behalf or on behalf of others, including, without limitation, as an owner, employee, independent contractor, investor, lender or otherwise, solicit the business of or perform services relating to Restricted Activities for any Customer for which Employee performed services or had responsibility or with respect to whom Employee had access to confidential or proprietary information during the three years prior to termination of Employee's employment by the Company. Customer as used in this Section 2.2.1 is limited to the operating location or locations where Employee performed services or had responsibility or with respect to whom the Employee had access to confidential or proprietary information, including those Customers for whom Employee benefited directly or indirectly from the performance of such services

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or responsibilities. Employee agrees that because of the limitation set forth in the preceding sentence, no further geographic restriction is necessary.

2.3 *Disclosures of Information.* In consideration for Employee's covenants set forth in this Agreement, the Company will disclose to Employee various trade secrets, methods of operation, processes and know-how relating to such processes, financial information, lists of customers, and other confidential or proprietary information and knowledge concerning the Company, Parent, the Related Entities and their respective customers ("*Confidential Information*"). Employee understands that the Confidential Information belongs to the Company, Parent, the Related Entities or their respective customers, that the Confidential Information is confidential and not known outside the Company, that the Company, Parent and the Related Entities are often bound by specific contractual obligations to their clients regarding Confidential Information, that the Company, Parent, the Related Entities and their respective customers want to keep the Confidential Information confidential, and that the Confidential Information provides the Company a competitive advantage in the Company's lines of business. Employee agrees not to reveal the Confidential Information to anyone outside the Company, Parent or the Related Entities unless authorized to do so by the Company. Employee agrees not to use the Confidential Information for any purpose other than working for the Company, Parent, or the Related Entities.

2.4 *Survivability.* The provisions of Section 2.1, 2.2, 2.2.1, and 2.3 shall survive the termination of this Agreement and Employee's employment by the Company, whether such termination is without cause or for cause under Section 1.3.


2.5 *Remedies.* In the event of a breach or threatened breach by Employee of any of the agreements contained in this Section Two, the Company shall be entitled to injunctive relief, in addition to any other remedies available at law or in equity, without the necessity of posting any bond or security. Any claim of Employee against the Company shall not prevent the Company from enforcing any provision of this Section Two. Employee understands and acknowledges that the Company has made substantial investments to develop its Confidential Information, business interests and goodwill. Employee agrees that the restrictions contained in Sections 2.1, 2.2, 2.2.1, and 2.3 are reasonable and do not impose a greater restraint than necessary to protect the goodwill or other business interests.

2.6 *Reformation.* If any court declares any provision of Section Two unenforceable due to any unreasonable restriction of duration, territorial coverage, scope of activity, or otherwise, the parties request that the court reform such provisions in a manner sufficient to cause them to be enforceable. The period of twenty-four months referred to in Section 2.1 Section 2.2, and Section 2.2.1 shall be computed by excluding from such computation any time during which Employee is in violation of any provision of this Section Two.

2.7 *Obligations Upon Termination.* Upon termination of Employee's employment, Employee shall surrender to the Company all property belonging to the Company, including, without limitation, any copies of the Confidential Information. Employee agrees not to store any Company information, including but not limited to Confidential Information, on any computer, storage device, or media not belonging to the Company without the prior written consent of the Company. If Employee has stored Confidential Information or other information of the Company on a computer, storage

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device, or media not belonging to the Company, with or without the Company's consent, then at the request of the Company Employee will provide such computer, storage device, or media to the Company for the Company to retrieve such Confidential Information or other information of the Company and to otherwise irretrievably destroy the Confidential Information or other information of the Company.

### SECTION THREE INVENTIONS AND CREATIONS BELONG TO EMPLOYER

3.1 Any and all inventions, discoveries, improvements or creations (collectively, "Creations") which Employee has conceived or made or may conceive or make during the period of employment in any way, directly or indirectly, connected with the Company's business shall be the sole and exclusive property of the Company. Employee agrees that all copyrightable works created by Employee or under the Company's direction in connection with the Company's business are "works made for hire" and shall be the sole and complete property of the Company and that any and all copyrights to such works shall belong to the Company. To the extent any of the works described in the preceding sentence are not deemed to be "works made for hire," Employee hereby assigns all proprietary rights, including copyright, in these works to the Company without further compensation.

3.2 Employee further agrees to (i) disclose promptly to the Company all such Creations which Employee has made or may make solely, jointly or commonly with others during the period of employment to the extent connected with the Company's business, (ii) assign all such Creations to the Company, and (iii) execute and sign any and all applications, assignments or other instruments which the Company may deem necessary in order to enable the Company, at its expense, to apply for, prosecute and obtain copyrights, patents or other proprietary rights in the United States and foreign countries or in order to transfer to the Company all right, title and interest in said Creations.

### SECTION FOUR MISCELLANEOUS

4.1 *Notices.* All notices and other communications under this Agreement shall be in writing. Notices shall be hand delivered or sent by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by nationally recognized courier service. Any notice so delivered or sent shall be deemed given on the date of the receipt or first attempted delivery. Notices shall be sent to the Company at its principal place of business and to Employee at Employee's residential address as set forth in Employee's personnel files. Either party may designate a different address by giving the new address to the other party.

4.2 *Severability.* Each provision of this Agreement shall be interpreted in such a manner so as to be valid under applicable law. Except as provided in Section 2.6, if any provision of this Agreement shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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4.3 *Entire Agreement.* The parties acknowledge that there are no written or oral agreements between Employee and the Company regarding Employee's employment other than this Agreement. This Agreement may not be amended or supplemented except by written instrument executed by the parties.

4.4 *Choice of Law.* This Agreement shall be governed by the laws of the State of Texas, without reference to the choice of law principles thereunder. Each party consents and submits to jurisdiction and venue in any court of competent jurisdiction in Harris County, Texas, or the United States District Court for the Southern District of Texas - Houston Division.

4.5 *Company Policies.* The Company may issue policies, rules, regulations, guidelines, procedures, or other informational material, whether in the form of handbooks, memoranda, or otherwise, relating to its employees. These materials are general guidelines for Employee's information and shall not be construed to alter, modify, or amend this Agreement for any purpose whatsoever. However, Employee is expected and required to abide by all such policies, rules, regulations, guidelines, and procedures.

4.6 *Waiver.* Any waiver of any provision of this Agreement shall be effective only if in writing, and no waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a waiver of any subsequent breach of such provision.

TriStar Global Energy Solutions, Inc and its Subsidiaries.

By: \_\_\_\_\_

10/30/14  
Date

Signed: \_\_\_\_\_

Dana Archuleta

10/30/14  
Date

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