504423020 06/20/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4469720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DAMON CLINCH	08/12/1996

#### **RECEIVING PARTY DATA**

Name:	U.S. NATURAL RESOURCES, INC.	
Street Address:	1981 SCHURMAN WAY	
City:	WOODLAND	
State/Country:	WASHINGTON	
Postal Code:	98674	

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

Property Type	Number
Application Number:	15582567

#### **CORRESPONDENCE DATA**

**Fax Number:** (503)796-2900

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:** 503-222-9981

Email: shouk@schwabe.com

Correspondent Name: SCHWABE WILLIAMSON & WYATT Address Line 1: PACWEST CENTER, SUITE 1900

Address Line 2: 1211 SW FIFTH AVENUE
Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	091888-222374
NAME OF SUBMITTER:	SALLY HOUK
SIGNATURE:	/Sally Houk/
DATE SIGNED:	06/20/2017

### **Total Attachments: 3**

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# EMPLOYEE CONFIDENTIALITY/INVENTION OWNERSHIP/AGREEMENT

In consideration of my employment with U.S. Natural Resources, Inc. ("Company"), and wages, salary, or other compensation paid or to be paid to me by Company, I agree to the following terms and conditions with respect to confidentiality and ownership of work product and developments:

- Confidential Information. I acknowledge that in the course of my employment or work I will have access to proprietary information, trade secrets, and other information treated by Company as confidential (hereinafter collectively referred to as "Confidential Information"), that such information is a valuable asset of Company and that its disclosure or unauthorized use will cause the Company irreparable harm. As used in this Agreement, "Confidential Information" means: (a) proprietary the term information of Company; (b) information marked or designated by Company as confidential; (c) information, whether or not in written form and whether or not designated as confidential, that is known to me to be treated by Company as confidential; and (d) information provided to the Company by third parties which Company is obligated to keep confidential. Confidential Information includes but is not limited to all information relating to Company's business strategies, pricing, customers, technology, products, costs, employee compensation, marketing plans, computer programs or systems, inventions, developments, and trade secrets of every kind and character.
- 2. <u>Exclusions.</u> This Agreement shall not apply to information which is now or hereafter becomes part of the public domain through lawful means.
- 3. Ownership. I acknowledge that all Confidential Information shall continue to be the exclusive property of Company whether or not prepared in whole or in part by me and whether or not disclosed to me or entrusted to my custody in connection with my employment by Company.
- 4. <u>Nonuse and Nondisclosure</u>. I agree that I will not, during the period of my employment or engagement, or thereafter, disclose to others any Confidential Information, nor will I use such Confidential Information except as is required to perform my employment duties.

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- 5. Return of Property/Documents. Upon termination of my employment or engagement, I agree immediately to return to Company all Company property and all copies of records, notes, drawings, or other documents of any sort which contain Confidential Information.
- Disclosure and Assignment of Discoveries. I agree to disclose to Company any and all discoveries, inventions, improvements, innovations, systems, techniques, ideas, processes, programs, and work (collectively "Inventions"), whether patentable or unpatentable, which I conceive, develop, create, or reduce to practice while employed or engaged by Company which: (a) relate to or arise out of my job responsibilities for Company, or through use of Company time, materials, or equipment, (b) which result from research, development, or other activities of Company, or (c) which pertain in any manner to the business or products of Company. I further agree that all such Inventions shall be and remain the sole and exclusive property of Company, I hereby assign to Company all right, title and interest in such Inventions, and that I will upon request by Company, and without further compensation, do all lawful things reasonably necessary to secure and perfect Company's ownership, including without limitation, the execution of any assignments, patent applications, or other documents as may be requested by Company. THIS AGREEMENT DOES NOT APPLY TO AN INVENTION FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITY, OR TRADE SECRET INFORMATION OF THE COMPANY WAS USED AND WHICH WAS DEVELOPED ENTIRELY EMPLOYEE'S OWN TIME, UNLESS: (A) THE INVENTION RELATES DIRECTLY TO THE BUSINESS OF THE COMPANY, OR (2) TO THE COMPANY'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT; OR (B) THE INVENTION RESULTS FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE COMPANY.
- 7. Work Made for Hire. I agree that all creative work prepared or originated by me, in whole or in part, for the Company or within the scope of my employment or engagement constitutes "work made for hire" under federal copyright law, all rights to which are owned by Company; and, in any event, I assign to Company all copyrights and other intellectual property rights in such work.
- 8. Prior Employment. I acknowledge that Company is not engaging me to obtain any information which is the property of any previous employer or others for whom I have performed services. Accordingly, I warrant and represent to Company that I will not, in performing services for Company, make use of information which is property of or confidential to any previous employer or other person, that I have disclosed to employer all prior employment and consulting agreements which may impose restrictions on my activities, that am not currently subject to any restriction which would prevent me from carrying out my employment for company.

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- 9. Remedies. Acknowledge that breach of this Agreement will case irreparable harm to Company, and in that event, in addition to other remedies provided by applicable law, Company will be entitled to immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement.
- 10. <u>Waiver</u>. Any waiver with respect to the provisions of this agreement shall not be effective unless in writing and signed by the party against whom such waiver is asserted. No such waiver shall constitute a waiver of any subsequent breach or default.
- 11. Entire Agreement and Modification. This agreement is the entire agreement between the parties on the subject hereof and may be modified only in a writing signed by both parties.
- 12. <u>Severability</u>. If any term or provision of this agreement shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term and provision of the agreement shall be valid and enforced to the fullest extent permitted by law.
- 13. <u>Disputes.</u> The rights and obligations under this Agreement shall in all respects be governed by the laws of the state of Washington, and venue in any legal action shall exist exclusively in state or federal courts in Washington. In any litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including attorneys fees at trial and on any appeal or petition for review.
- 15. <u>Binding Effect.</u> This agreement will inure to the benefit of, and be binding upon, the parties and their successors and assigns.

Damon Clinch

Name

Jaman Clunch

Signature

8/12/96

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