

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOHAMMAD NOSHI	12/12/2013
RECEIVING PARTY DATA	
Name:	ON TARGET LABORATORIES, LLC
Street Address:	1281 WIN HENTSCHEL BLVD.
Internal Address:	KURTZ PURDUE TECHNOLOGY CENTER
City:	WEST LAFAYETTE
State/Country:	INDIANA
Postal Code:	47906
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14046916
CORRESPONDENCE DATA	
Fax Number:	(312)775-8100
<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:	3127758000
Email:	mhmpto@mcandrews-ip.com
Correspondent Name:	MCANDREWS HELD & MALLOY, LTD
Address Line 1:	500 WEST MADISON STREET
Address Line 2:	34TH FLOOR
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	28136US01
NAME OF SUBMITTER:	MALAIKA O.D. TYSON
SIGNATURE:	/Malaika O.D. Tyson/
DATE SIGNED:	08/11/2017
Total Attachments: 8	
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ON TARGET LABORATORIES, LLC

EMPLOYEE AGREEMENT
ON CONFIDENTIALITY, TRADE SECRETS, AND INVENTIONS

This Agreement is between On Target Laboratories, LLC, its successors and assigns (individually and collectively, "Company") and the undersigned employee ("Employee"). This Agreement is entered into to protect and preserve Company's rights in various intellectual property, confidential information, and business assets.

1. **CONFIDENTIALITY.** In the course of his or her employment with Company, Employee may be making use of, acquiring, or adding to Company's valuable confidential information and trade secrets. The promises contained in this section are intended to prohibit Employee from using the confidential or proprietary information described herein in a manner that is not for the financial benefit of Company.

a. **Protected Information.** Protected Information means Company information not generally known to, and not readily ascertainable through proper means by, Company's competitors on matters such as: customer/client lists and information; the relative skills, experience, compensation, and incentives of Company's other employees and contractors; Company financials; manufacturing processes and operations, code and software development and techniques, formulations, formulation techniques, analytical methodology, safety and efficacy data, and testing data; patent applications; future market and product plans; product pricing; and other Company (not individual) know-how; trade secrets; and other information of a technical or economic nature relating to fluorescent imaging and detection. Protected Information includes negative know-how, which is information about what Company tried that did *not* work, if that information is not generally known or easily ascertainable by Company's competitors and would give them an advantage in knowing what not to do. Information, data, and materials received by Company from others in confidence (or subject to nondisclosure or similar covenants) shall also be deemed to be and shall be Protected Information.

Notwithstanding the foregoing, Protected Information shall *not* include information that Employee can prove (i) was in the public domain, being publicly and openly known through lawful and proper means, (ii) was independently developed or acquired by the Employee without reliance in any way on other Protected Information of Company or any customer, (iii) was approved by Company in writing for use and disclosure by the Employee without restriction, or (iv) is disclosed to Employee without restrictions by a third party which, to Employee's knowledge after reasonable inquiry, is not bound by any restrictions not to disclose such information.

b. **Promises.** Employee acknowledges that he or she would not have access to Company's Protected Information but for his or her employment with Company. Employee makes the following promises regarding Company's Protected Information.

i. ***Promise To Protect.*** Employee promises to protect and maintain the confidentiality of Company's Protected Information while employed by Company. Employee will follow all Company policies and procedures for the protection and security of information. Employee will also immediately report to management any potential or actual security breach or loss.

ii. ***Promise to Return.*** Employee agrees to return any and all materials reflecting Protected Information that he or she may possess (as well as all Company-owned equipment and materials) immediately upon termination of employment or upon demand by Company.

iii. ***Promise Not To Use Or Disclose.*** Employee agrees to not use or disclose, except as required by law, any Protected Information for three (3) years after the end of Employee's employment where such disclosure would be detrimental to the interests of Company but only for so long as such Protected Information remains confidential and not generally known to, and not readily ascertainable through proper means by Company's competitors.

c. **Trade Secrets.** Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves Employee of any duty not to disclose, use, or misappropriate any information that is a trade secret, for as long as such information remains a trade secret.

d. **Required Disclosures.** If Employee is requested or required to provide Protected Information in any legal proceeding or governmental investigation, Employee will promptly notify Company of the request so that Company may either seek an appropriate protective order or waive Employee's obligations under this Agreement. Company shall not hold Employee liable for damages related to Employee disclosures required by law.

e. **Reasonable Restrictions.** Employee agrees that the terms and conditions of this confidentiality section are reasonable and necessary for the protection of Company's business and to prevent damage or loss to Company as the result of unfair action taken by Employee. Employee acknowledges that he or she could continue to actively pursue his or her career and earn sufficient compensation without breaching any of the restrictions contained in this section.

2. **OWNERSHIP RIGHTS.** In the course of his or her employment with Company, Employee may be creating, designing, drafting, developing, or adding to Company's trade secrets, inventions, or copyrights. Employee shall promptly communicate all such work product to Company.

a. **Inventions.** Any design, improvement, discovery, fluorescent dye, ligand, conjugated ligand, ligand with fluorescent dye, chemical entity, chemical compound, imaging test, diagnostic test, surgical procedure, know how, product or service idea, whether or not patentable or subject to copyright protection, developed by Employee during his or her period of employment with Company shall be considered a "Company Invention" that belongs to Company if it: (i) involved the use of working time; (ii) involved the use of the Company equipment, supplies, facilities, trade secrets or Protected Information; (iii) at the time conceived or first reduced to practice, related to Company's current or planned business activities as determined

Page 2 Employee's Initials MN

Employee Agreement On Confidentiality, Trade Secrets, And Inventions

by the sole and final judgment of the Company; or (iv) resulted from work performed for Company (collectively, "Company Inventions"). Employee agrees to assign and hereby assigns to Company, and the Company agrees to accept and hereby accepts, Employee's entire right, title, and interest in all Company Inventions (as just defined), and any intellectual property rights arising there from, including but not limited to U.S. patent applications, international patent applications, application under the Patent Cooperation Treaty and similar treaties, U.S. patents, and international patents, design patents, plant patents, trademark applications and granted trademarks.

b. Copyrights. Any material written, created, designed, developed, discovered, or drafted by Employee for the Company or connected to Employee's employment with the Company shall be considered a work for hire and the property of the Company. With respect to all intellectual property that is first created and prepared by Employee that is not covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976, such that Employee would be regarded as the copyright author and owner, Employee agrees to assign and hereby assigns to the Company, and the Company agrees to accept and does accept, Employee's entire right, title, and interest in and to such works, including all copyrights therein.

c. Trade Secrets. Any trade secret (as defined by law) developed by Employee during his or her period of employment with Company shall belong to Company if it: (i) involved the use of working time; (ii) involved the use of the Company equipment, supplies, facilities, trade secrets or Protected Information; (iii) at the time conceived or first reduced to practice, related to Company's current or planned business activities; or (iv) resulted from work performed for Company. Employee agrees to assign and hereby assigns to Company all rights in all Company Trade Secrets (as just described) and any patent rights arising there from.

d. Cooperation. When requested by the Company, during or after employment, Employee will support and cooperate with the Company in pursuing any patent, copyright, or trade secret or other intellectual property protection in the United States and foreign countries for any Company Invention, work for hire, or Company Trade Secret. Employee will sign such assignments or other documents considered necessary by the Company to convey ownership and exclusive rights, including patent rights, to the Company. The costs of obtaining and defending patent and copyright rights shall be paid by the Company, and the Company shall pay reasonable compensation to Employee for his/her services under this paragraph if Employee is not then employed by the Company.

e. Prior Inventions. Employee has attached as Exhibit A a list describing all inventions, original works of authorship, developments, improvements, and trade secrets, which were made by him/her prior to his/her employment with the Company, which belong to Employee and that are not assigned to the Company hereunder (collectively referred to as "Prior Inventions"). If no such list is attached, Employee represents and warrants that there are no such Prior Inventions. If, in the course of employment with the Company, Employee incorporates any Prior Inventions into any work for hire, Company Invention, or Company Trade Secret, Employee grants Company an irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive license, with the right to sublicense through multiple tiers, to make, use, sell, improve, reproduce, distribute, perform, display, transmit, manipulate in any

manner, create derivative works based upon, and otherwise exploit or utilize in any manner the Prior Invention so incorporated.

f. **Notice of Limits to Assignment.** The provisions of this Section 2 do not apply to any work product that Employee developed entirely on his or her own time without using Company's equipment, supplies, facilities, trade secrets or Protected Information, unless the work product (i) relates to Company's business or to Company's actual or demonstrably anticipated research or development, or (ii) results from any work performed by Employee for Company.

3. **NON-INTERFERENCE.** Employee agrees that during his/her employment with Company, and for a period of one (1) year from the voluntary or involuntary termination of employment with Company for any reason whatsoever, Employee shall not, either personally or in conjunction with others either (a) solicit, interfere with, or endeavor to cause any employee of Company to leave such employment or (b) otherwise induce or attempt to induce any such employee to terminate employment with Company. Nothing in this paragraph is meant to prohibit an employee of Company that is not a party to this Agreement from becoming employed by another organization or person.

4. **NON-DISPARAGEMENT.** Employee agrees that during his/her employment with Company and for two (2) years thereafter, Employee will not publicly disparage Company, its products, its management, its business, its services, or its clients. The company in return will not publicly disparage the employee while employed and for two years thereafter.

5. **NOTICE OF AGREEMENT.** Employee agrees that he or she will give notice of this Agreement and Employee's obligations to comply with its terms to any person or organization that Employee may become associated with during the first two (2) years after the termination of his or her employment with Company. Employee further agrees that the Company may, if it desires, send a copy of this Agreement to, or otherwise make the provisions hereof known to any such person, firm or entity during that time.

6. **REPRESENTATIONS.** Employee represents and warrants that he or she is free to enter into this Agreement and is not currently subject to any agreement or other obligation that would prevent Employee from engaging in the conduct contemplated by this Agreement. Employee further represents and warrants that he or she will not divulge or use any confidential information or trade secrets of another, including any prior employer, in the course of performing any services for Company.

7. **CONSIDERATION.** Employee acknowledges receipt of valuable confidential information (in addition to the commencement or continuation of employment and monetary consideration) for the promises Employee has made in this Agreement.

8. **EMPLOYMENT STATUS.** This Agreement does not create any rights to continued employment. Employee and Company agree that Employee remains an at-will employee and each retains their right to end the employment relationship with or without prior notice for any reason or no reason at all. Employee further acknowledges that his/her at-will employment relationship with Company cannot be modified or altered by oral or written statements from supervisors, managers or officers of Company; but that the at-will employment relationship may only be modified by a written agreement signed by the President or CEO of Company which expressly states it is modifying the at-will employment relationship. This agreement does not take precedent over the original employment agreement as indicated in the employees offer letter.

9. **EQUITABLE RELIEF.** Employee agrees that damages would/may? be an inadequate remedy for Company in the event of breach or threatened breach of this Agreement and thus Company may, either with or without pursuing any potential damage remedies, immediately obtain and enforce an injunction prohibiting Employee from violating any enforceable promise in this Agreement. Employee understands that this provision regarding the issuance of an injunction does not limit any remedies at law or equity otherwise available to Company. Employee and Company further agree that this Agreement may be enforced in any court that has jurisdiction.
10. **ATTORNEY FEES.** Employee shall pay Company all court costs, reasonable attorneys' fees, and expenses incurred by Company to successfully enforce this Agreement. If unsuccessful the company shall pay attorney fees incurred by the employee.
11. **NO WAIVER.** The failure of either party to this Agreement to insist upon the performance of any of the terms and/or conditions of this Agreement, or the waiver of any breach of any of the terms and/or conditions of this Agreement, shall not be construed as thereafter waiving any such terms and/or conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
12. **ASSIGNMENT.** Employee agrees that the Company may assign this Agreement to its successors in connection with the sale of all or part of its business and that such successor may enforce this Agreement against Employee.
13. **DIVISIBILITY OF AGREEMENT.** To the extent permitted by law, the invalidity of any provision of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, it shall be considered expunged, and the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
14. **MODIFICATION OR AMENDMENT.** This Agreement may not be modified or amended except through a writing signed by hand by both Employee and the Authorized Officer of Company.
15. **COMPLETE AGREEMENT.** This Agreement replaces and supersedes any other prior agreement between Employee and Company on the subjects covered by this Agreement. Employee acknowledges that this Agreement does not replace or supersede any separate agreement on competition or goodwill.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY/PROTECTED INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND FULLY ALL OF ITS TERMS.

Dated: 12/12/2013

EMPLOYEE:

ON TARGET LABORATORIES, LLC:

Signature: Mohammad Noshi

By: Sumith A. Kulanaru *SK*

Printed Name: Mohammad Noshi

Its: Sumith A. Kulanaru

Exhibit A: Prior Inventions

1. Noshi, M.N.; Kularatne, S.; Low, P.S.
"Targeting of Near Infrared (NIR) Dyes to Cancer folate receptors and Comparative analysis of their candidacy towards optical imaging of Cancer tumors". ACS Meeting, Indianapolis, Indiana 2013.
2. Noshi, M.N.; Kularatne, S.; Roy, J.; Low, P.S.
"Comparative Evaluation of folate targeted near infrared (NIR) Dyes for employment in image guided Cancer Surgery".
World Molecular Imaging Congress, Savannah, Georgia 2013.
3. Noshi, M.N.
"Iterative Directed [C₂-C₇] Oligotryptamine Synthesis en route to Complex Cyclotryptamine Alkaloids: Regioselective Functionalization of the Indole Nucleus". - Manuscript submitted.
4. Hong, W.P.; Noshi, M.N.; El-awra, A.; Fuchs, P.L.
"Synthesis of C₁-C₂₀ and C₁₅-C₂₇ segments of Aplyronine A".
Org Lett. 2011, 13, 6342.
5. Kolondzic, F.; Noshi, M.N.; Tjandra, M.; Moravaghi, M.; Miller, S.J.,
"Chemoselective and Enantioselective Oxidation of Indoles employing Aspartyl Peptide Catalysts".
J. Am. Chem. Soc. 2011, 133, 9104.
6. Noshi, M.; Moravaghi, M.
"stereoselective synthesis of Polycyclic Alkaloids".
DuPont-MIT Alliance Symposium 2010, MIT, Cambridge, Massachusetts.

7. Du Jourdin, X.M.; Nishi, M.N.; Fuchs, P.L.
"Designer Discodermolide Segments via Ozonolysis of Vinyl Phosphonates".
Org. Lett. 2009, 11, 543.
8. El-awa, A.; Nishi, M.N.; Du-Jourdin, X.M.; Fuchs, P.L.
"Synthetic Strategies Based upon Conjugate Addition to Vinyl Sulfones".
Chem. Rev. 2009, 109, 2315.
9. Nishi, M.N.; El-awa, A.; Fuchs, P.L.
"Second Generation Synthesis of syn and Anti Cycloheptadienyl-Sulfone Polyketide Stereotetrads".
J. Org. Chem. 2008, 73, 3274.
10. Nishi, M.N.; Fuchs, P.L.
"Advances towards the Total Synthesis of Aplyronine A".
3rd. Negishi-Brown Lectures 2008, West Lafayette, Indiana.
11. Nishi, M.N.; Fuchs, P.L.
"Synthesis via Vinyl Sulfones: Advances towards the Total Synthesis of Aplyronine A".
Gordon Research Conferences (Stereochemistry) 2008, Salve Regina University, Newport, RI, July 27 - August 01.
12. Nishi, M.N.; El-awa, A.; Torres, E.; Fuchs, P.L.
"Conversion of Cyclic Vinyl Sulfones to Transposed Vinyl Phosphonates".
J. Am. Chem. Soc. 2007, 129, 11242.
13. El-awa, A.; Nishi, M.N.; Fuchs, P.L.
"Progress towards the Total Synthesis of Aplyronine A".
Abstracts of Papers, 234 ACS National Meeting 2007, Chicago, IL, United States, March 25 - 29.