

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4747481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	CONFIDENTIALITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ANN DEREN-LEWIS	05/02/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CHROMADEX INC.	
<b>Street Address:</b>	10005 MUIRLANDDS	
<b>Internal Address:</b>	SUITE G	
<b>City:</b>	IRVINE	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	92618	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	61897713
	<b>Application Number:</b>	15033285
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)884-7352	
<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>	(312)466-1033	
<b>Email:</b>	patent@amintalati.com	
<b>Correspondent Name:</b>	AMIN TALATI UPADHYE LLP	
<b>Address Line 1:</b>	100 SOUTH WACKER DRIVE	
<b>Address Line 2:</b>	SUITE 2000	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606	
<b>ATTORNEY DOCKET NUMBER:</b>	CHROM-120	
<b>NAME OF SUBMITTER:</b>	GEORGE M. CARRERA, JR.	
<b>SIGNATURE:</b>	/George M. Carrera, Jr./	
<b>DATE SIGNED:</b>	12/21/2017	
<b>Total Attachments: 9</b>		
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CHROMADEX, INC.  
CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT  
(FOR NEW EMPLOYEES)

THIS AGREEMENT is entered into by and between CHROMADEX, INC. (hereinafter referred to as "CHROMADEX" or the "Company"), and ANN DESON-LEWIS (hereinafter referred to as "Employee").

RECITALS

WHEREAS, CHROMADEX is a developer, manufacturer and seller of analytical reference standards, reference materials, reference kits, fine chemicals, drug discovery plates, consultancy, raw material selection and contract services used in a variety of industries, which involve the use of secret processes, inventions, customer and supplier lists and other trade secrets coming within the Employee's knowledge in trust and confidence and on the condition that the same shall not be used or disclosed except as directed by CHROMADEX and in furtherance of the business of CHROMADEX;

WHEREAS, Employee's duties for CHROMADEX may require or include the application of skill and knowledge toward devising and improving the products and methods of and for CHROMADEX;

WHEREAS, CHROMADEX and Employee hereby acknowledge that the industry that CHROMADEX competes in is extremely competitive, and that CHROMADEX expends substantial monies and other resources to develop and maintain its technical information as well as its customer relationships;

WHEREAS, it is the policy of CHROMADEX to ensure that its operations, activities, technical information, financial condition, business affairs and customer information are kept confidential;

WHEREAS, Employee through his/her employment will be exposed to CHROMADEX's technical information, accounts, contract terms and proprietary information regarding its operations; and

WHEREAS, Employee acknowledges that the restrictions contained herein are necessary and reasonable in scope and duration and are a material inducement to CHROMADEX to enter into the employment relationship with Employee.

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **CONSIDERATION**

Included in the mutual consideration acknowledged by the parties hereto, but without limitation, are an offer of employment with CHROMADEX in an at-will employment relationship and Employee's exposure to CHROMADEX's proprietary and confidential business information as its employee, and Employee's service to CHROMADEX, acting in good faith and in CHROMADEX's best interests.

2. **CHROMADEX'S PROPERTY**

All tangible items furnished to Employee from time to time in connection with the performance of Employee's duties, including, but not limited to, product information, customer lists and information, pricing lists, costing information, proposal materials, client reports, work papers, computer stored information and disks, shall at all times remain the sole property of CHROMADEX. Said items are provided to Employee for the limited purpose of enabling the Employee to perform duties of employment, and Employee hereby covenants not to use or permit any of the same to be used for any other purpose. Upon the demand of CHROMADEX, at any time or upon the termination of employment under any circumstances, Employee shall promptly tender any and all items, and all reproductions thereof, provided by CHROMADEX and any information pertinent thereto, including, but not limited to, computer passwords.

3. **CHROMADEX'S TRADE SECRETS AND CONFIDENTIAL INFORMATION**

a. **Trade Secrets**

- (1) As used herein, the term "Trade Secrets" shall include any information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or business entities who can obtain economic value from its disclosure or use. As used herein, Trade Secrets shall not include information which is known, or shall become known through no fault of the Employee, to the public or generally known within the industry of businesses comparable to CHROMADEX.
- (2) All Trade Secrets imparted to Employee by CHROMADEX, or otherwise obtained by Employee, at any time, relating to CHROMADEX's business operations, technical product data, customer or prospect lists or information, pricing or commissions, marketing, computer programs and any other such proprietary and confidential information is revealed and entrusted to Employee in

confidence, solely in connection with and for the purpose of employment on behalf of CHROMADEX.

- (3) Employee shall not at any time directly or indirectly, either during or after the term of employment, divulge any Trade Secrets to any other person or business entity, nor use or permit the use of any Trade Secrets, other than pursuant to Employee's employment on behalf of CHROMADEX.
- (4) Upon the termination of employment, under any circumstances, Employee shall promptly tender to CHROMADEX all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind in Employee's possession or control containing Trade Secrets.

b. Confidential Information

- (1) As used herein, the term "Confidential Information" shall include any and all information imparted to Employee by CHROMADEX which, while not rising to the level of Trade Secret, is confidential and proprietary in nature and is revealed and entrusted to Employee by CHROMADEX in confidence. Confidential Information includes, but is not limited to, CHROMADEX's operations, methods of doing business, valuation methods, accounting and legal information and business ideas.
- (2) All Confidential Information imparted to Employee by CHROMADEX, or otherwise obtained by Employee, at any time, is revealed and entrusted to Employee in confidence, solely in connection with and for the purpose of employment on behalf of CHROMADEX.
- (3) Employee agrees that he/she shall not within the continental United States, Canada and Mexico divulge, either directly or indirectly, any Confidential Information to any other person or business entity, nor use or permit the use of any Confidential Information, other than pursuant to Employee's employment on behalf of CHROMADEX.
- (4) Upon the termination of employment, under any circumstances, Employee shall promptly tender to CHROMADEX all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind in Employee's possession or control containing Confidential Information.

c. Guarding Information

Employee agrees to carefully guard (a) the Trade Secrets and Confidential Information relating to the business, operation, products or financial affairs of the Company and (b) similar information owned by others which Employee knows the Company is obligated by contract to keep confidential.

4. PROHIBITIONS REGARDING CHROMADEX'S CUSTOMERS,  
EMPLOYEES AND UNFAIR COMPETITION

- a. It is understood and agreed by Employee that all business relationships and goodwill now existing with respect to the prospects and customers (including distributors) of CHROMADEX, whether or not created by Employee, and all such relationships and goodwill which may hereafter be created or enhanced, at all times remain the sole property of CHROMADEX. Accordingly, Employee agrees that during the term of employment and, for a further period of 12 months beginning on the termination date of Employee's employment with CHROMADEX, under any circumstances, Employee shall not, as proprietor, partner, joint venturer, stockholder, director, officer, trustee, principal, agent, servant, employee or in any other capacity whatsoever, directly or indirectly, solicit business or sell or render services of the sort provided by CHROMADEX to any customer (including distributors) or prospective customer of CHROMADEX in which duties were assigned to Employee or which Employee had contact with in any capacity during the last 12 months of Employee's employment at CHROMADEX, nor shall Employee, directly or indirectly, aid or assist any other person, firm, corporation or business entity to do any of the aforesaid acts.
- b. During the term of this Agreement, and for a further period of 12 months beginning on the termination date of Employee's employment with CHROMADEX under any circumstances, Employee shall not, as proprietor, partner, joint venturer, stockholder, director, officer, trustee, principal, agent, servant, employee, or in any capacity whatsoever, directly or indirectly, solicit or induce any employee of CHROMADEX for any employment in a line of business similar to that conducted by CHROMADEX, nor shall Employee, directly or indirectly, aid or assist any other person, firm, corporation or other business entity to do any of the aforesaid acts.
- c. During the term of this Agreement, and for a further period of 12 months beginning on the termination date of Employee's employment with CHROMADEX under any circumstances, Employee shall not within the continental United States, Canada and Mexico, as proprietor, partner, joint venturer, stockholder, director, officer, trustee, principal, agent, servant,

employee or in any capacity whatsoever, directly or indirectly, render services on behalf of a competitor of CHROMADEx or any other third party in any capacity where Trade Secrets and/or Confidential Information would reasonably be considered to be useful to the competitor or to such other third party to become a competitor of CHROMADEx.

5. **DEVELOPMENTS AND ROYALTIES**

All inventions, improvements, discoveries, developments, concepts and ideas ("Developments") relating to the Company's business, or capable of beneficial use by the Company, including, but not limited to, product inventions, product improvements, customer lists, prospect lists, marketing ideas, confidential and trade secret information, techniques, discoveries, slogans, designs, artwork and writings, which the Employee has or may conceive, make, develop, or acquire, either solely or jointly with others, during his/her employment with the Company, whether or not conceived, made, developed, or acquired on Company time, are and shall immediately become and remain the sole and exclusive property of the Company without charge to the Company other than the Employee's compensation. Employee agrees to promptly and freely disclose all Developments to Company management personnel and, if requested to do so, provide the Company a written description thereof. Further, Employee agrees to make and maintain adequate current written records of all Developments in the form of notebook records, sketches, drawings or reports, which record shall be and remain the sole property of and available to the Company at all times. Employee hereby grants and assigns to the Company any and all right, title or interest now existing or that may hereafter come into existence throughout the world which the Employee may have in any Developments. The Employee shall promptly and fully disclose in writing all such Developments to the Company's President, and shall at any time either during or subsequent to his/her employment, upon request of the Company without charge, furnish information and assistance and execute, acknowledge and deliver to the Company all instruments which the Company may deem necessary or desirable to enable the Company to file and prosecute applications for, and to acquire, maintain, and enforce, all trademarks, service marks, registrations, copyrights, licenses and patents covering such Developments. No royalty shall be paid to the Employee for use of any of the Developments subject to this Agreement. The Employee agrees that his/her compensation is full and adequate consideration for such Developments. Any development disclosed by Employee to others within one year after the term of employment by CHROMADEx relating to business carried on or known by Employee to be planned by Company during Employee's employment by Company, shall also be promptly disclosed by Employee in writing to the Company and be legally presumed to have been conceived during Employee's employment by the Company and unless otherwise proven shall be and remain the exclusive property of the Company.

6. **REPRESENTATIONS**

- (1) All Developments owned by Employee which Employee has conceived, prior to employment with the Company, for which no patent applications have been filed, which relate to the business of the Company and which are excluded from this agreement are listed below:

a. \_\_\_\_\_  
\_\_\_\_\_

(Continue list on back if necessary)

- b. If none, check here ( ☒ ).

ADL Employee initials

- (2) All prior obligations (written and oral), such as confidentiality agreements or covenants restricting future activities or employment, that Employee has entered into which restrict his/her ability to perform the duties of employment for the Company are listed below:

a. \_\_\_\_\_  
\_\_\_\_\_

(Continue list on back if necessary)

- b. If none, check here ( ☒ ).

ADL Employee initials

7. **RIGHTS AND REMEDIES UPON BREACH OF THE RESTRICTIVE COVENANTS**

If Employee should breach, or threaten to commit a breach, of any of the provisions of this Agreement, CHROMADEx shall have the right and remedy to have the restrictive covenants contained herein at paragraphs 3 and 4 enforced by any court of competent jurisdiction, without the necessity of posting a bond, it being agreed that any breach or threatened breach of the restrictive covenants would cause irreparable injury to CHROMADEx and that money damages would not alone provide an adequate remedy to CHROMADEx. CHROMADEx shall also have any other right or remedy available to it under law or in equity including the right to seek and recover monetary damages for lost profits and other compensable damages. Should any court of competent jurisdiction adjudge that Employee has breached any of the provisions as contained in this Agreement, CHROMADEx shall have a right to collect, in addition to any monetary damages awarded it, all of its reasonable attorneys' fees and costs for having to enforce this Agreement.



8. **OTHER ENTITIES' INFORMATION**

Employee certifies that he/she has not, and will not, disclose or use during employment by the Company any confidential information which was acquired as a result of any previous employment or under a contractual obligation of confidentiality before Employee's employment by Company.

9. **NOTICE TO FUTURE EMPLOYERS**

For the period of 12 months immediately following the end of employment by Company, Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of this Agreement. Employee further agrees that Company may, if it so desires, send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

10. **AMENDMENT**

This Agreement may be amended only in writing and only if such writing is signed by Employee and by the President of CHROMADEx.

11. **SURVIVAL OF PROVISIONS**

Any provision of this Agreement, which by terms or reasonable implication is to be or may be performed or effective after the termination of the Agreement, shall be deemed to survive such termination.

12. **SEPARABILITY AND MODIFICATION**

If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. CHROMADEx and the Employee hereby agree that the restrictive covenants as set forth herein at Sections 3 and 4 are separate and distinct restrictive covenants, designed to operate under different factual circumstances, and that the invalidity of one of said covenants shall not affect the validity and/or enforceability of the other covenants.

13. **BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, provided that this Agreement is not assignable by Employee.

14. **NO WAIVER**

No failure on the part of any party to this Agreement to exercise, and no delay on their part in exercising any right, power or remedy hereunder shall operate as a waiver thereof.

15. **MISCELLANEOUS**

Nothing in this Agreement shall be construed to limit or negate any common law torts or any statutory protections, including, but not limited to, an action under the Illinois Trade Secrets Act, available to CHROMADEX, where it provides CHROMADEX with broader protection than that provided herein.

16. **PARAGRAPH HEADINGS**

Paragraph headings are for convenience of reference only and shall not be deemed part of this Agreement.

17. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Agreement shall be governed in all respects by the laws of the State of California. Any disputes arising under this Agreement shall be tried in the courts sitting within the State of California, and Employee hereby consents and submits his or her person to the jurisdiction of any such court for such purpose. Should this Agreement come before any court for interpretation or enforcement, it is the intent of the parties that the terms and provisions of this Agreement be given their fair and literal meaning, and that this Agreement is not to be strictly construed against any party, including the drafter of this Agreement.

18. **COUNTERPARTS**

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original, and all of which together shall constitute but one and the same agreement.

19. AT-WILL EMPLOYMENT STATUS

Employee acknowledges and understands that nothing in this Agreement changes Employee's status from an employee-at-will and that Employee is to be at all times an employee-at-will. This employee-at-will status may only be modified by the President of the Company in writing.

20. ENTIRE AGREEMENT

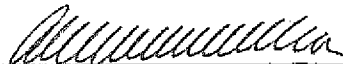
The provisions of this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior agreements or understandings pertaining to said subject matter. Further, the parties acknowledge that there are no prior or contemporaneous oral or written representations, promises or agreements not expressed or referred to herein.

21. CONSULTATION WITH COUNSEL


By executing this Agreement, Employee expressly represents that he or she is knowingly and voluntarily entering into said Agreement and that he or she has read it, fully understands all its provisions and terms and has had the opportunity (whether exercised or not) to consult with legal counsel regarding it.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hands and seals and have caused this Agreement to be executed the day and year indicated.

EMPLOYEE


  
\_\_\_\_\_  
Signature

Amy Deshon - Lewis  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Social Security Number

Date: 5/2/2011

CHROMADEx, INC.

  
\_\_\_\_\_  
as authorized agent for CHROMADEx, INC.,  
and acting as its  
OPERATIONS MANAGER  
\_\_\_\_\_  
(position)

Date: 5/2/11