

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4883923

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VICTORIA GRAY	10/03/2012
RECEIVING PARTY DATA		
Name:	TIC GUMS, INC.	
Street Address:	4609 RICHLYNN DRIVE	
City:	BELCAMP	
State/Country:	MARYLAND	
Postal Code:	21017	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15760951	
CORRESPONDENCE DATA		
Fax Number:	(240)359-4879	
<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:	9122574864	
Email:	DOCKETING@JMI-IPLAW.COM	
Correspondent Name:	F. BRENT NIX, ESQ.	
Address Line 1:	27 CITY SQUARE, SUITE 1	
Address Line 2:	JOHNSON, MARCOU & ISAACS, LLC	
Address Line 4:	HOSCHTON, GEORGIA 30548	
ATTORNEY DOCKET NUMBER:	TICG-0101US	
NAME OF SUBMITTER:	COLLEEN F. SULLIVAN	
SIGNATURE:	/Colleen F. Sullivan/	
DATE SIGNED:	03/26/2018	
Total Attachments: 5		
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EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT

In consideration of my employment with TIC Gums, Inc./Specialty Blends, Inc. (the "Company"), or if I am already an employee of the Company any period of continued employment, and other good and valuable consideration, receipt of which is hereby acknowledged, and the compensation received by me from the Company from time to time, I hereby agree as follows:

1. CONFIDENTIAL INFORMATION

A. I understand that my employment with TIC Gums, Inc./Specialty Blends, Inc., creates a relationship of confidence and trust between me and the Company with respect to any information:

- (1) Applicable to the business of the Company; or
- (2) Applicable to the business of any client or customer of the Company;

which may be made known to me by the Company or by any client or customer of the Company, or which is learned by me in such context during the period of my employment.

B. I acknowledge that the Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise become known to the Company (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my employment by the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has been maintained as confidential and has commercial value in the business in which the Company and/or its customers are or may become engaged. All of the aforementioned information is hereinafter called "Confidential Information." By way of illustration, but not limitation, such Confidential Information includes trade secrets, processes, recipes, formulae, data, improvements, inventions, product concepts, techniques, marketing plans, pricing structure, records, computer programs, systems, correspondence, intellectual property, computer data or computer information relating or pertaining to projects developed by, or contemplated to be developed by, the Company and/or its customers, strategies, forecasts, customer and potential customer lists and information about the Company and/or its customers' operations, internal structure, employees, agents and/or consultants.

C. During my employment and at any time thereafter, I shall not, without the written consent of the Company, directly or indirectly, copy, sell, disclose, transfer or make available to any person, other than in the discharge of my duties as a Company employee, any such Confidential Information, which information or knowledge I have obtained during the time of my employment with the Company.

D. Upon termination of or resignation from my employment with the Company, I agree to return any documents, forms, computer disks, computer information or other reproductions of any data or any other form of information containing, relating to or pertaining to any such Confidential Information, including but not limited to any Confidential Information concerning any customers, or potential customers of the Company.

2. INTELLECTUAL PROPERTY.

I agree that any improvements, inventions, new techniques, processes, programs, products, services, designs, formulae, works of authorship, patent applications, continuation applications, or continuation-in-part applications (collectively hereinafter "Intellectual Property") whether or not patentable, made, conceived, developed or reduced to practice by me, either alone or jointly with others, during the course of my Company employment (whether or not during normal working hours), that are related to or useful in the actual or anticipated business of the Company and/or its customers, or resulting from tasks assigned me by the Company or resulting from use of premises or equipment owned, leased, or contracted for by the Company, shall be deemed to have been made or developed solely for the benefit of the Company and shall be the Company's sole and exclusive property. In order to effectuate the terms of this Agreement, I hereby assign to the Company any rights I may have or acquire in all Intellectual Property and agree that all Intellectual Property shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trademarks and other rights in connection therewith. I shall not, without the written consent of the Company, during or after the course of my employment with the Company, use or disclose to any other person or entity any such Intellectual Property.

3. NO BREACH OF DUTY TO PROPERTY OF PRIOR EMPLOYER

A. I represent that my performance of all the terms of this Agreement and of my duties as an employee of the Company does not, and to the best of my present knowledge and belief will not, breach any agreement with or duty to any prior employer including with respect to maintaining in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with this understanding. I am not at the present time restricted from being employed by or performing any duties for the Company or entering into this Agreement.

B. I understand as part of the consideration for the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I or the Company have obtained written authorization from such former employer for their possession and use.

4. COVENANT NOT TO COMPETE

A. I hereby agree that, while employed by the Company and for a period of two (2) years after termination of my employment with the Company for any reason whatsoever, I will not, directly or indirectly, on behalf of myself or for the benefit of any other person, firm, corporation, association or other entity, solicit business from or do work for any existing customer of the Company or any potential customer of the Company, which business is the same as or similar to that which was engaged in, or sought to be engaged in by the Company with such customer or potential customer. Further, I agree during my employment and for the two (2) years thereafter that I shall not, directly or indirectly, influence or attempt to influence any existing customer or potential customer not to do business with the Company or induce termination of the Company's relationship with any of its existing customers or potential customers. For purposes of this Agreement, the term "existing customer" shall mean any person, firm, corporation, association or other entity for whom the Company has supplied product or rendered services within the two (2) year period immediately preceding the termination of my employment, and the term "potential customer" shall mean any person, firm, corporation, association or other entity which has contacted or been contacted by the Company (including contacts by me prior to termination of my employment) within the two (2) year period immediately preceding the termination of my employment for the purpose of ordering or soliciting orders for products or services to be supplied or performed by the Company.

B. I further agree that, while employed by the Company and for a period of two (2) years after termination of my employment with the Company for any reason whatsoever, I will not, on behalf of myself or as a partner, officer, director, employee, agent or consultant of any other person or entity, whether for profit or not, directly or indirectly, anywhere within the territory of the United States in which I engaged in activity on behalf of the Company and/or with respect to which I obtained information from the Company about the hydrocolloid or gum additive business, engage or attempt to engage in the business of developing, manufacturing, producing, selling, distributing or providing hydrocolloids or other gum additives or other products, which are the same as or similar to the products which the Company supplies to food, pharmaceutical, cosmetic and industrial companies worldwide. For purposes of this Agreement, "territory" shall mean the one or more states, or portions of states, in which I engaged in activity on behalf of the Company and/or with respect to which I obtained information about the hydrocolloid or gum additive business.

C. During the term of my employment with the Company and for a period of two (2) years thereafter, I shall not, directly or indirectly, solicit any employee or independent contractor employed or engaged by TIC Gums, Inc. or Specialty Blends, Inc. to leave the service of the Company.

D. I admit that the provisions of this restrictive covenant are reasonable and necessary to protect the Company's legitimate business interests.

5. REMEDIES.

I recognize that the services I perform for the Company are special and unique. I acknowledge that my breach of the terms of this Agreement would cause irreparable harm to the Company and would not be fully or adequately compensable by the award or payment of monetary damages, and therefore I agree and consent that in the event I refuse to comply with, or at any time attempt to or indicate an intent to violate any terms, covenants, conditions or provisions of this Agreement, the Company may, in addition to any other remedies provided in this Agreement, at law or in equity, by injunctive action, compel me to comply with, or restrain me from violating such terms, covenants, conditions or provisions. If the Company is successful in enforcing any portion of this Agreement, then I shall be responsible for any and all attorneys' fees, court costs and expenses incurred by Company. This provision is in addition to, rather than a limitation of, any other remedies available to the Company either at law or in equity.

6. SEVERABILITY

I agree that any otherwise unenforceable provision of this Agreement shall be reformed and construed to the extent permitted by law so as to be valid, legal and enforceable to the maximum extent possible. In the event that a Court determines that any provision of this Agreement is against public policy, void, or unenforceable for any reason, I agree to be bound by such terms as may be deemed reasonable and enforceable; and agree that such Court action shall not affect the enforceability of the remaining provisions of the Agreement.

7. ASSIGNABILITY

This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators, shall inure to the benefit of the Company, its successors, and assigns, and shall survive the termination of my employment by the Company, regardless of the manner of such termination.

8. NO EMPLOYMENT AGREEMENT

I agree that the Company is not by reason of this Agreement obligated to continue me in its employment, and that nothing herein constitutes an express or implied contract of employment or warranty of any benefits. Employment at the Company is a voluntary employment-at-will relationship for no definite period of time.

9. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Maryland, without regard to the principles of conflicts of law. The parties recognize that this contract was finally executed in the State of Maryland by

Company representatives. Further, the parties agree that the employee's training, access to, and knowledge of trade secrets and job responsibilities will be significantly in Maryland, and that any breach by the employee of the terms of this Agreement would cause injury to the Company in Maryland. Therefore, the parties agree that any legal proceeding brought by either party with respect to this Agreement or any right or obligation hereunder shall only be brought in the courts of proper jurisdiction within the State of Maryland, and consent is hereby given by the parties to the jurisdiction and venue of those courts.

I acknowledge that I have read the above agreement and agree to its terms.

Victoria M. Gray 10/3/12
Employee Printed Name Date

Victoria M. Gray 10/3/12
Employee Signature Date

Food Technologist
Employee Title

Rachel E. Kordela 10/3/12
Witness Printed Name Date

Rachel E. Kordela 10/3/12
Witness Signature Date

HR Generalist
Witness Title

Dated 6/2002