

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5009176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MARTIN PECARIC	01/16/2001
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MILLENIUM BIOLOGIX INC.	
<b>Street Address:</b>	785 MIDPARK DRIVE	
<b>Internal Address:</b>	SUITE 200	
<b>City:</b>	KINGSTON, ONTARIO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	K7M 7G3	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15395371
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(704)332-1197	
<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>	(704) 375-0057	
<b>Email:</b>	agalo@slk-law.com	
<b>Correspondent Name:</b>	SHUMAKER, LOOP & KENDRICK, LLP	
<b>Address Line 1:</b>	101 SOUTH TRYON STREET	
<b>Address Line 2:</b>	SUITE 2200	
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28280	
<b>ATTORNEY DOCKET NUMBER:</b>	5288/3US-A	
<b>NAME OF SUBMITTER:</b>	JASON A. SMITH	
<b>SIGNATURE:</b>	/Jason A. Smith/	
<b>DATE SIGNED:</b>	06/15/2018	
<b>Total Attachments: 4</b>		
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**CONFIDENTIAL INFORMATION AND ASSIGNMENT OF  
INTELLECTUAL PROPERTY AGREEMENT**

I, MARTY PECARIC, the undersigned, understand and acknowledge the execution of this agreement is a condition of my employment with Millenium Biologix Inc.

**1.00 DEFINITIONS**

- 1.1 "Affiliates" means any corporation which, directly or indirectly, controls or is controlled by or under common control with Millenium;
- 1.2 "Millenium" means Millenium Biologix Inc..
- 1.3 "Millenium Materials" means documents or other tangible items which contain or embody confidential information, whether such items had been prepared by me or by others including, but not limited to, typewritten or handwritten documents, samples, prototypes, formulae, models, products, design materials, apparatus, equipment, photographs, charts, graphs, notebooks, drawings, and other physical property (or any reproduction of such property) and includes information concerning the business, operations, and plans of Millenium.
- 1.4 "Confidential Information" means:
- (a) know how, technical information, formula, secret processes or machines, inventions, research projects, management information systems and computer programs relating to the products and services of Millenium;
  - (b) business information, such as information about costs, profits, markets, sales, plans for future development, lists of customers; and
  - (c) any other information of Millenium relating to its business which is not generally known to the public;
- 1.5 "Intellectual Property Rights" means all right, title and interest in and to patents, patent rights, trade-mark rights, copyrights (including Moral Rights), mask work rights, trade secret rights, and all other intellectual property rights relating to Millenium Materials, Confidential Information and Inventions.
- 1.6 "Inventions" means discoveries, (whether patentable or not) and copyrightable works arising directly or indirectly from the disclosure to me of Millenium Materials and Confidential Information whether or not such discoveries, were made or conceived:

- (a) at the request or suggestion of Millenium during regular working hours or otherwise; or
  - (b) on or outside the facilities of Millenium, except for those not relating to Millenium's business, products or research and development activities;
- 1.7 "Moral Rights" includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to generally as "moral rights".

## 2.0 OWNERSHIP

- 2.1 I agree all Inventions I make, conceive, reduce to practice or develop, either alone or jointly with others during my employment with Millenium, shall be the sole property of Millenium.
- 2.2 I agree all Confidential Information and Intellectual Property Rights developed by me during the period of my employment with Millenium shall be the sole property of Millenium.
- 2.3 I acknowledge that Millenium Materials are the sole property of Millenium
- 2.4 I agree to execute, without further consideration, a confirmatory assignment to Millenium of any and all right, title and interest I may have or acquire in any Invention, Confidential Information and Intellectual Property Rights.

## 3.0 INTELLECTUAL PROPERTY RIGHTS

- 3.1 I agree to disclose promptly, completely and in writing, all Inventions made or conceived, reduced to practice or developed by me, either alone or jointly with others during my employment with Millenium to my immediate supervisor at Millenium.
- 3.2 I agree to perform all acts deemed necessary or desirable by Millenium to permit or assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing Intellectual Property Rights and/or my confirmatory assignment with respect to Inventions, Confidential Information and Intellectual Property Rights.
- 3.3 I hereby irrevocably designate and appoint Millenium and its duly authorized officers and agents as my agents and attorneys in fact to act for and in my behalf and instead of me, to execute and file any documents and to do all of the lawfully permitted acts to evidence, perfect, obtain, maintain, defend and enforce Intellectual Property Rights.

#### 4.0 CONFIDENTIAL INFORMATION

- 4.1 I agree I will not use any Confidential Information for my own benefit or the benefit of any person other than Millenium either during or subsequent to my employment with Millenium.
- 4.2 I further agree that, during my employment with Millenium, I will not remove any Millenium Materials from the business premises of Millenium without its written consent and that, immediately on termination of my employment for any reason, I shall promptly deliver all Millenium Materials in my possession or under my control to Millenium, Attention: Timothy Smith, or as otherwise directed in writing by Millenium.
- 4.3 I acknowledge that my employment with Millenium creates a relationship of confidence and trust between me and Millenium with respect to Confidential Information.

#### 5.0 TERM

- 5.1 I agree my obligations under this Agreement shall continue in effect after the termination of my employment with Millenium, regardless of the reason for termination.
- 5.2 I confirm the terms of this Agreement may be communicated to any present, future or potential employer of mine.

#### 6.0 FURTHER ASSURANCES

- 6.1 I warrant my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary or confidential information of others acquired by me prior to any employment with Millenium.
- 6.2 I warrant I have not entered into and agree I will not enter into any agreement, either written or oral, in conflict with this Agreement.

#### 7.0 LAW

- 7.1 I agree this Agreement shall be governed by, and any dispute as to the interpretation, effect or validity of this Agreement shall be resolved in accordance with, the laws of the Province of Ontario, Canada.

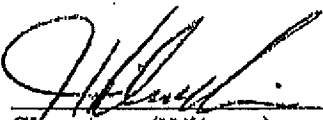
**8.0 SEVERABILITY**

- 8.1 I agree that if any one or more of the provisions of this Agreement shall be determined to be illegal or unenforceable, it shall be considered severable from this Agreement and the remaining terms shall remain in full force and effect.

**9.0 NATURE OF AGREEMENT**

- 9.1 I agree this Agreement is not an employment contract and does not purport to set out all the terms and conditions of my employment with Millenium, and I have obligations to Millenium which are not set out in this Agreement.

**I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS IT IMPOSES UPON ME WITHOUT RESERVATION. I CONFIRM NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO INDUCE ME TO SIGN THIS AGREEMENT AND I FURTHER CONFIRM I HAVE BEEN GIVEN A FULL OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THIS AGREEMENT.**

  
\_\_\_\_\_  
Signature (Witness)

  
\_\_\_\_\_  
Signature (Employee)

MARY PECARIL  
\_\_\_\_\_  
Name (Please Print)

Jan 16 / 2001  
\_\_\_\_\_  
Date