

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5075204

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MATT COOPER	12/23/2014
RECEIVING PARTY DATA		
Name:	GRAPHIC PACKAGING INTERNATIONAL, INC.	
Street Address:	1500 RIVEREDGE PARKWAY, SUITE 100	
Internal Address:	9TH FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30328	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15422802
CORRESPONDENCE DATA		
Fax Number:	(404)870-8178	
<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:	404-879-2453	
Email:	cheryl.west@wbd-us.com	
Correspondent Name:	ANDREW N. CLAERBOUT	
Address Line 1:	P.O. BOX 7037	
Address Line 2:	WOMBLE BOND DICKINSON (US) LLP	
Address Line 4:	ATLANTA, GEORGIA 30357-0037	
ATTORNEY DOCKET NUMBER:	R029 18810US.1	
NAME OF SUBMITTER:	ANDREW N. CLAERBOUT	
SIGNATURE:	/Andrew N. Claerbout/	
DATE SIGNED:	07/31/2018	
Total Attachments: 2		
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EMPLOYEE CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

For and in consideration of the employment of Employee by Graphic Packaging International, Inc. ("Employer") and the salary and other remuneration and benefits to be paid by Employer, the undersigned Employee agrees as follows:

1. Confidential Information.

(a) Employee acknowledges and agrees that, as a result of the nature of the Company's business and the nature of Employee's position with Employer, Employee has been and will be in contact with, and will have access to and learn, Employer's Confidential Information. "Confidential Information" means information of Employer relating to its customers, operations, finances and business that derives value from not being generally known to others, including but not limited to, technical or non-technical data, formulas (including cost and pricing formulas), patterns (including pricing and discount history), compilations, programs, devices, methods (including cost and pricing methods, marketing programs, manufacturing methods and operating methods), inventions, discoveries, developments, designs, techniques, drawings, processes (including computer software and hardware), financial or accounting data, proposed or planned products and services, or lists, tangible or intangible, of actual or potential customers, clients or suppliers (including identifying information about those customers). Confidential Information also includes information disclosed to Employer by third parties that Employer is obligated to maintain as confidential. Confidential Information subject to this Agreement may include information that is a trade secret. Information that does not rise to the level of a trade secret, as defined by Georgia law, shall constitute Confidential Information only for a period of three (3) years after Employee's last day of employment by Employer.

(b) Employee acknowledges that any disclosure or use of Employer's Confidential Information by Employee, other than in connection with Employer's business or as specifically authorized by Employer, will be or may become highly detrimental to the business of Employer and that serious loss of business and pecuniary damage will or may result.

(c) Accordingly, Employee specifically covenants and agrees to hold all Confidential Information, and any records and documents containing Confidential Information, in the strictest confidence, and Employee will not use Confidential Information for Employee's own benefit, and will not disclose, divulge or reveal Confidential Information to any person or persons whomsoever, except in connection with Employer's business, as specifically authorized by Employer, or to the extent required by an order of a court having jurisdiction or under subpoena from an appropriate government agency, in which event, Employee shall use Employee's best efforts to consult with Employer prior to responding to any such order or subpoena. Notwithstanding the foregoing, any restrictions will terminate as to each item of Confidential Information once that specific information becomes generally known to the public other than through a breach by Employee of this Agreement. The obligations in this paragraph are in addition to, and in no way restrict or operate as a waiver of, statutory or common law protection of trade secrets, as defined by law.

1. Work for Hire Acknowledgement. Assignment Employee acknowledges that work on and contributions to documents, programs, and other expressions in any tangible medium (collectively, "Works") are within the scope of Employee's employment and part of Employee's duties, responsibilities, or assignment. Employee's work on and contributions to the Works will be rendered and made by Employee for, at the instigation of, and under the overall direction of, Employer, and all such works and contributions, together with the Works, are and at all times shall be regarded as "work made for hire," as that term is used in United States Copyright Laws. Without limiting this acknowledgement, Employee assigns, grants, and delivers exclusively to Employer all rights, titles, and interests in and to any such Works, and all copies and versions, including all copyrights and renewals. Employee will execute and deliver to Employer or its successors and assigns, any assignments and documents Employer requests for the purpose of complete, exclusive, perpetual, and worldwide ownership of all rights, titles, and interests of every kind and nature, including all copyrights in and to the Works, and Employee constitutes and appoints Employer as its agent to execute and deliver any assignments or documents Employee fails or refuses to execute and delivery, this power and agency being coupled with an interest and being irrevocable.

3. Inventions, Ideas, Patents, Proprietary Information. Employee shall disclose promptly to Employer, and only to Employer, any invention, idea, innovation, technology, trade secret, know-how, design, process, or method that relates in any way to Employer's business or products ("Proprietary Information") and that was developed, conceived, created or made by Employee (alone or with others) during employment by Employer. Employee assigns to Employer all right, title and interest in any Proprietary Information that is in any way connected with or related to Employee's employment, Employer's business, Employee's research and development, or its demonstrably anticipated research and development that Employee is or reasonably should be aware of during his employment. Employee will cooperate with Employer and sign all papers deemed necessary by Employer to enable it to obtain, maintain, protect, and defend patents, trade secret rights, or other legal protection applicable to Proprietary Information, and Employee irrevocably appoints Employer as its agent to execute and deliver any assignments or documents Employee fails or refuses to execute and delivery, this power and agency being coupled with an interest and being irrevocable.

4. Non-Solicitation of Customers. Employee agrees that, for a period of one (1) year following termination of Employee's employment, Employee shall not take any action to, directly or indirectly, solicit or attempt to solicit any customer or Employer with whom Employee had business contact during the two (2) year period directly preceding the termination of Employee's employment with Employer, for the purpose of engaging in the manufacture, sales or converting of paperboard and paperboard packaging.

5. Non-Solicitation of Employees, Consultants or Contractors. Employee agrees that, for a period of one (1) year following termination of Employee's employment, Employee shall not take any action, directly or indirectly, solicit or attempt to solicit, or assist any other person or

corporation to solicit or attempt to solicit any individuals who were employees, consultants, or independent contractors of Employer at the time of Employee's termination of employment, to leave their employment with Employer.

6. Remedies for Breach. Employee understands and agrees that any breach of this Agreement may cause Employer great and irreparable harm and that it would be difficult or impossible to establish the full monetary value of such damage. Consequently:

(a) Employee covenants and agrees that any breach by Employee of this Agreement during employment shall be grounds for immediate dismissal of Employee.

(b) Employee further covenants and agrees that in the event of any breach of this Agreement, Employee consents to the entry of appropriate preliminary and permanent injunctions in a court of appropriate jurisdiction, without posting of a bond or other security, in addition to whatever remedies Employer may have.

(c) Employee agrees to indemnify and hold Employer harmless from any loss, cost, damage or expense (including attorneys' fees) incurred by Employer arising out of Employee's breach of any portion of this Agreement.

7. No Contract of Employment. Employee understands and agrees that nothing herein creates a contract, express or implied, of employment for any specified period and that Employee's employment is at-will and may be terminated by Employer at any time and for any reason.

8. Non-Waiver. The failure of Employer at any time to require performance by Employee of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Employer of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, a waiver of the provision itself, or a waiver of any other provision of this Agreement.

9. Entire Agreement; Severability of Provisions. This Agreement contains the entire agreement between the parties about the matters covered herein and no statement, promise, or inducement made by any person or agent of either party which is not contained in this Agreement shall be valid or binding. If any provision of this Agreement is declared or determined to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

10. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties hereto, and any provision hereof may be waived only by an instrument in writing signed by the party or parties against whom or which enforcement of such waiver is sought.

11. Assignability. Employer shall have the right to assign this Agreement to its successors and assigns and all covenants and agreements contained in this Agreement shall inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to Employee and may not be assigned by Employee without prior written consent of Employer.

12. Controlling Law and Forum Selection. This Agreement shall be governed and construed in accordance with the laws of the state of Georgia. Employee agrees that all disputes and matters whatsoever arising under or in connection with or incident to this Agreement shall be litigated, if at all, in and before superior courts of Cobb County, Georgia or the federal courts of the Northern District of Georgia to the exclusion of the courts of any other state or country.

13. Other Agreements. Employee represents and warrants that Employee is not a party to any agreement that would prohibit Employee from entering into this Agreement or performing fully the obligations hereunder.

14. Transfer of Employment to Affiliate. Employee agrees that in the event of a transfer of employment from Employer to any parent, subsidiary, or affiliated company thereof, Employee's employment shall continue subject to each and all terms and conditions hereof, except as modified as herein provided, and thereupon, Employer, as used in this Agreement, shall mean such parent, subsidiary or affiliated company.

14. Paragraph Headings. The paragraph headings in this Agreement are for the convenience of the parties only, and shall not for any purpose whatsoever be deemed a part of this Agreement.

The undersigned Employee represents and warrants that: (a) Employee has read and understood each and every provision of this Agreement; (b) Employee has had the opportunity to ask Employer questions about this Agreement and such questions have been answered to Employee's satisfaction; and (c) Employee has been given a copy of this Agreement.

Effective Date: 12-23-14

Employee Signature: Matt Cooper

Print Name: MATT COOPER

Witness Signature: _____