

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5539664

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DANIEL GILLIAM	03/29/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	B-ONE ORTHO, CORP.
<b>Street Address:</b>	3 WING DRIVE, SUITE 259
<b>City:</b>	CEDAR KNOLLS
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07927
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15982270
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)979-1020
<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>	215-979-1581
<b>Email:</b>	SMHEWITT@DUANEMORRIS.COM
<b>Correspondent Name:</b>	WON JOON KOUH
<b>Address Line 1:</b>	30 SOUTH 17TH STREET
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	G3797-14 (ASSIGNMENT 1)
<b>NAME OF SUBMITTER:</b>	WON JOON KOUH, USPTO REG. # 42763
<b>SIGNATURE:</b>	/WON JOON KOUH/
<b>DATE SIGNED:</b>	05/24/2019
<b>Total Attachments: 7</b>	
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**NON-DISCLOSURE, PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT  
AGREEMENT**

*Employee Name: Daniel Gilliam*

*Effective Date: March 29<sup>th</sup>, 2016*

This NON-DISCLOSURE, PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (this "**Agreement**") is made in consideration of my employment or consulting relationship (the "**Relationship**") with b-One Ortho, Corp., or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "**Company**"), and in consideration of the Relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

**1. Nondisclosure.**

**1.1 Recognition of Company's Rights; Nondisclosure.** At all times during the Relationship and thereafter, I will hold in strictest confidence and will not disclose, use, communicate, make available, allow to be made available, lecture upon or publish (collectively, "**Disclose**") any of the Company's Proprietary Information (as defined in Section 1.2) in whole or part, except as such Disclosure may be: (i) required to complete the performance of my work for the Company; (ii) required by law or applicable regulation, or by order of a court of competent jurisdiction or authorized governmental agency; or (iii) expressly authorized by the Company in writing.

(a) **Publication Work.** I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my Relationship with the Company and/or incorporates any Proprietary Information.

(b) **Assignment of Proprietary Information.** I hereby assign to the Company any rights I may have, or hereafter acquire, in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

(c) **Notice of Pending Disclosure.** In the event I receive a notice requiring Disclosure of the type described in Section 1.1(ii) above, I shall, promptly after receipt, provide such notice to the Company.

(d) **No License.** This Agreement does not grant me any license, or right, of any kind with respect to the Proprietary Information (as defined in Section 1.2) other than that which is required to perform my duties during the Relationship.

**1.2 Proprietary Information.** The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, whether in written, oral, or electronic form, including that which I may produce. By way of illustration, but not limitation, "**Proprietary Information**" includes: (i) tangible and intangible information relating to the biological, chemical and/or cellular materials, samples and assay components, media and procedures and formulations for producing any of the foregoing, products, processes, know-how, designs, formulas, methods, developmental or experimental work, clinical data, improvements and discoveries (collectively referred to as "**Inventions**"); (ii) information regarding plans for research, development, clinical and/or pre-clinical studies, trials, data and/or results in respect thereof or related thereto, prototypes and/or new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and

costs, suppliers and potential and actual customers and lists in respect thereof; (iii) agreements, terms of agreements, transactions, potential transactions, negotiations with third parties; and (iv) information regarding the skills and compensation of employees of the Company.

**1.3 Third Party Information.** I understand that the Company has received, and in the future may receive, confidential or proprietary information from third parties (“**Third Party Information**”) subject to a duty on the Company’s part to maintain the confidentiality of such Third Party Information and to use it only for certain limited purposes. During the Relationship and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose Third Party Information to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use Third Party Information (except in connection with my Relationship with the Company), unless expressly authorized by the Company in writing.

**1.4 No Improper Use of Information Belonging to Third Parties.** During my Relationship with the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any other party to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any other party to whom I have an obligation of confidentiality unless consented to in writing by that party. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

## **2. Assignment of Inventions.**

**2.1 Proprietary Rights.** The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

**2.2 Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my Relationship with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my Relationship with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such Invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my Relationship with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions into any Company Inventions without the Company’s prior written consent.

**2.3 Assignment of Inventions.** Subject to Section 2.5, I hereby assign, and agree to assign in the future when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable, to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or

jointly with others, during the period of my Relationship with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as “**Company Inventions.**”

**2.4 Obligation to Keep Company Informed.** During the period of my Relationship and for twelve (12) months after termination of my Relationship with the Company, I will promptly, but in any case within at least thirty (30) days after creation, disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly, but in any case within at least thirty (30) days after creation, disclose to the Company all patent applications filed by me or on my behalf within one (1) year after the termination of my Relationship.

**2.5 Government or Third Party.** I also agree to assign all my right, title and interest in, and to, any particular Company Invention to a third party (upon the Company’s instruction), including without limitation the United States government, as directed by the Company.

**2.6 Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly for others) within the scope of my Relationship and which are protectable by copyright are “works made for hire,” pursuant to United States Copyright Action (17 U.S.C., Section 101) and shall be the sole property of the Company.

**2.7 Enforcement of Proprietary Rights.** I will assist the Company, or its nominee, in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries, and such Proprietary Rights and Company Inventions shall be and remain the sole and exclusive property of the Company or its nominee, whether or not patented or copyrighted. To that end, I will promptly execute, verify and deliver such documents and perform such other acts (including appearances as a witness and assistance or cooperation in legal proceedings) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will promptly execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee, and I will preserve any such assignment of Proprietary Rights as confidential Proprietary Information. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my Relationship, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company’s request on such assistance.

**2.8 Power of Attorney.** In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in Section 2.7, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now have, or hereafter acquire, for infringement of any Proprietary Rights assigned hereunder to the Company.

**3. Noncompetition; Nonsolicitation.** I understand and acknowledge that the restrictive covenants below are necessary to protect the Company’s legitimate business interests in its Proprietary Information and goodwill. I further understand and acknowledge that my ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company and the Company would be irreparably harmed if I violate the restrictive covenants below.

**3.1 Noncompetition.** Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to me during my Relationship and for the term of one (1) year, to run consecutively, beginning on the last day of my Relationship, I agree and covenant not to engage in the Prohibited Activity anywhere in the world. For purposes of this non-compete clause, "**Prohibited Activity**" is activity in which I contribute my knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to an entity engaged in the same or similar business as the Company, including but not limited to those engaged in the business of the Company. Prohibited Activity also includes activity that may require or inevitably require disclosure of Proprietary Rights or Proprietary Information.

This Section does not, in any way, restrict or impede me from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. I shall promptly provide written notice of any such order to the Chief Executive Officer.

**3.2 Nonsolicitation of Company Employees, Contractors and Consultants.** Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to me during the term of my Relationship and for the term of two (2) years thereafter, to run consecutively, beginning on the last day of my Relationship, I agree and covenant that I will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

**3.3 Nonsolicitation of Company Customers.** Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to me during the term of my Relationship and for the term of two (2) years thereafter, to run consecutively, beginning on the last day of my Relationship with the Company, I agree and covenant that I will not attempt to have any contact with existing or potential customers of the Company with a view toward soliciting competitive business.

**4. Records.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my Relationship at the Company, which records shall be available to and remain the sole property of the Company at all times.

**5. No Conflicting Obligation.** I represent that my performance of all the terms of this Agreement and as a consultant to the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my Relationship with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

**6. Return of Company Documents.** Upon the termination of my Relationship with the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing, comprising or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement, which will include at a minimum the certifications set forth in Exhibit B.

**7. Legal and Equitable Remedies.** Because my Services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

**8. Notices.** Notice to me shall be sent to my physical address most recently on file with the Company's records department, which I agree to regularly update with the Company. Notice to the Company shall be sent to the Company's principal place of business and addressed to the attention of the Company's Chief Executive Officer. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, five (5) days after the date of mailing.

**9. General Provisions.**

**9.1 Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of Delaware. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in the State of Delaware for any lawsuit filed there against me by Company arising from or related to this Agreement.

**9.2 Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**9.3 Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. This Agreement and the Services contemplated herein are personal to me and I may not assign, transfer or subcontract this Agreement, or any part hereof, and any such assignment, transfer or subcontract shall be null and void.

**9.4 Survival.** I agree that the provisions of this Agreement shall survive the termination of Relationship with the Company and the assignment of this Agreement by the Company to any successor-in-interest or other assignee, regardless of the reason or reasons for termination and whether such termination is voluntary or involuntary on my part.

**9.5 Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**9.6 Advice of Counsel.** I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

**9.7 Modification.** This Agreement may not be changed, modified, released, discharged, abandoned or otherwise amended, in whole or in part, except by an instrument in writing, signed

by me and the Company. I agree that any subsequent change or changes in my duties, salary, or compensation shall not affect the validity or scope of this Agreement.

**9.8 Entire Agreement.** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I previously consulted for, or in the future consult for, the Company if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The headings in this Agreement are used for convenience only and are not to be considered a part of this Agreement or be used to interpret the meaning of any part of this Agreement.

**9.9 Counterparts.** This Agreement may be signed in two counterparts, each shall be deemed an original and both of which shall together constitute one agreement.

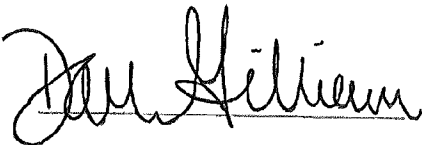
This Agreement shall be effective as of the Effective Date.

*[Signature Page Follows]*



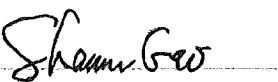
I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

EMPLOYEE:

Signature:   
Print Name: Daniel Gilliam

ACCEPTED AND AGREED TO:

b-ONE Ortho, Corp.

By:   
Name: Shannon Gao  
Title: CFO

[Signature Page to Non-Disclosure, Proprietary Information and Invention Assignment Agreement]

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