

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5541356

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RUI RESENDES	05/23/2012
RECEIVING PARTY DATA		
Name:	GREENCENTRE CANADA	
Street Address:	945 PRINCESS STREET, SUITE 105	
City:	KINGSTON, ON	
State/Country:	CANADA	
Postal Code:	K7L 0E9	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15579424
CORRESPONDENCE DATA		
Fax Number:	(613)533-6853	
<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:	613-533-2342	
Email:	nancy.mcintyre@queensu.ca	
Correspondent Name:	NANCY MCINTYRE	
Address Line 1:	QUEEN'S UNIVERSITY	
Address Line 4:	KINGSTON, ON, CANADA K7L 3N6	
ATTORNEY DOCKET NUMBER:	2015-022-04US	
NAME OF SUBMITTER:	NANCY MCINTYRE	
SIGNATURE:	/Nancy McIntyre/	
DATE SIGNED:	05/27/2019	
Total Attachments: 10		
source=Rui_GCC#page1.tif		
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source=Rui_GCC#page3.tif		
source=Rui_GCC#page4.tif		
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source=Rui_GCC#page10.tif

NOTARIAL CERTIFICATE

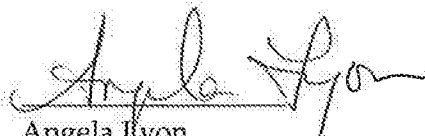
I certify that I have compared the attached copy with the original Employee Confidentiality, Intellectual Property, Conflict of Interest, Non-Solicitation and Non-Competition Agreement

dated 23 May 2012
from Rui Resendes
to GreenCentre Canada

and that the said copy is a true copy of the original.

Dated at Kingston, Ontario this 16th day of November 2017.

Angela Patricia Lyon, Notary Public, Province of Ontario, limited to
the attestation of instruments and the taking of affidavits, for Queen's
University at Kingston and its subsidiaries, associated companies and affiliates.
Expires April 21, 2020


Angela Lyon
Notary Public
Province of Ontario

**EMPLOYEE
CONFIDENTIALITY, INTELLECTUAL PROPERTY, CONFLICT OF INTEREST,
NON-SOLICITATION AND NON-COMPETITION AGREEMENT**

BETWEEN

**GreenCentre Canada, 945 Princess Street, Kingston, ON,
K7L 3N6 "GreenCentre"**

AND

**Rui Resendes
1456 Hanover Dr.
Kingston, ON K7P 0B5
"Employee"**

Background

- A. The Employee is currently or may be employed as an Employee with GreenCentre.
- B. The Employee will have access to Confidential Information (as defined below), disclosed to him or her on behalf of GreenCentre, as a result of this employment or potential employment.
- C. The Employee may create, invent or author Intellectual Property (as defined below).
- D. GreenCentre and Employee wish to establish the Employee's rights and obligations in relation to confidentiality, intellectual property, conflict of interest, non-solicitation and non-competition.

For good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, GreenCentre and Employee agree as follows:

Confidential Information

1. **Use and Definition of Confidential Information** - Employee acknowledges that all Confidential Information provided to her or him by GreenCentre is to be used solely for the purpose of performing his or her duties for, or discussing potential employment with GreenCentre. Confidential Information (or "GreenCentre Confidential Information") refers to all information, knowledge or data of an intellectual, technical, scientific, commercial, or financial nature relating to the business and management of GreenCentre, including without limitation proprietary and trade secret

technology and accounting records, business plans, research and development, marketing or financing plans, invention disclosures, patented and non-patented disclosures and technologies, license agreements, GreenCentre's and spin-off companies' financial information, information about GreenCentre's industry and government sponsors and funders, GreenCentre's databases, communications and correspondence with lawyers and patent agents, research agreements, list of GreenCentre's portfolio of technologies, draft documents, legal matters, fax cover pages and fax confirmation pages, negotiations of an agreement, notes taken while on the telephone, minutes of Board of Directors meetings, employee files and salary, personal information on employees (home address and telephone number), insider information, lab books, notebooks used for note-taking at meetings, informal and formal discussions with GreenCentre associates and business partners, operational matters of GreenCentre and spin-off companies, electronic media (diskettes, cd-roms, hard drives), or test results to which access is obtained by GreenCentre, or which is generated by GreenCentre or through work with GreenCentre before or after the signing of this Agreement.

2. **Exclusion for Knowledge of a General Nature** - GreenCentre Confidential Information shall not include any skills or knowledge of a general nature acquired by the employee during the course of their employment with GreenCentre, provided that such skills or knowledge of a general nature shall not include any information specifically generated for, or in relation to, any GreenCentre identifiable project.
3. **Protection of Confidential Information** - Employee agrees to take all reasonable steps to protect the confidentiality and physical security of the Confidential Information he or she receives and the privacy of those to whom it pertains and to use it only for the purpose for which access has been granted, and to prevent any unauthorized disclosure or use or copying of it. Employee shall promptly notify in writing GreenCentre if he or she becomes aware of any unauthorized disclosure, use, copying or access to Confidential Information.
4. **Ownership of Confidential Information** - Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of GreenCentre. The Employee will not use the Confidential Information for any purpose other than is expressly permitted in this Agreement.
5. **Employee Creation of Confidential Information** - Employee acknowledges that in any position the Employee may hold, in and as a result of the Employee's appointment by GreenCentre, the Employee will, or may be making use of, acquiring or adding to GreenCentre's Confidential Information and which information is the exclusive property of GreenCentre.

6. **Permitted Use and Disclosure** - The Employee may disclose any of the Confidential Information:

- a) to such other GreenCentre employees, GreenCentre Directors, GreenCentre agents, representatives and advisors that have a need to know provided that:
 - i the Employee has informed such personnel of the confidential nature of the Confidential Information;
 - ii such personnel agree to be legally bound to the same burdens of confidentiality, non-use and non-disclosure as the Employee; and
 - iii the Employee agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel.
- b) to a third party where GreenCentre has consented in writing in advance to such disclosure; or
- c) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, where GreenCentre has been given notice of the need for such disclosure and has been given sufficient time to protect GreenCentre's Confidential Information.

7. **Third Party Confidential Information** - Confidential Information will also include any information which has been disclosed by a third party to GreenCentre and governed by a non-disclosure agreement entered into and between the third party and GreenCentre. Confidential Information will not include information that:

- a) has been publicly disclosed without breach of obligations of confidentiality;
- b) is now or subsequently becomes disclosed to the public through no wrongful act of Employee;
- c) the Employee rightfully had in his/her possession prior to the disclosure to the Employee by GreenCentre as evidenced by written records of the Employee; and/or
- d) the Employee rightfully obtains from a third party who has the right to transfer or disclose it.

8. **Return of Confidential Information** - The Employee agrees that, upon request of GreenCentre or upon termination of employment, the Employee

will turn over to GreenCentre all documents, disks, or other computer media, or other material in the possession or control of the Employee that was provided to Employee by GreenCentre.

9. **Effect of Breach** - The Employee agrees that any breach of the obligations under this section "Confidential Information" by him or her would cause irreparable harm to GreenCentre. As a result, in addition to any other remedy available to GreenCentre, GreenCentre shall be entitled to obtain interim, interlocutory and permanent injunctive relief to prevent such breach, without showing irreparable harm or posting any bond or security.
10. **Survival** - The Employee's obligations under this section "Confidential Information" shall survive the end of their employment with GreenCentre.

Conflict of Interest

11. The Employee shall not have an interest, financial or otherwise, direct or indirect, that is in conflict (defined below) with the proper discharge of his or her official duties. The Employee shall not incur an obligation of any nature or engage in a business, transaction or professional activity that is in conflict with the proper discharge of his or her official duties.
12. **Definition of Conflict of Interest** - In this section, "Interest that is in conflict" means any possibility of financial gain, or improvement in position or any other benefit, in any activity or organization in which the Employee or a family member is involved.
13. The Employee, except as provided by law, shall not have a beneficial interest in a contract, option, right of refusal, sale, lease, purchase or grant that may be made by, through, or under the supervision of the Employee or in which the Employee has any involvement, in whole or in part. The Employee may not accept, directly or indirectly, any compensation, gratuity or reward from any other person beneficially interested in the contract, option, right of refusal, sale, lease purchase or grant.
14. The Employee shall not, except in the course of official duties or incident to official duties, assist another person, directly or indirectly, whether or not for compensation, in a transaction, opportunity or evaluation involving GreenCentre, including without limitation those transactions, opportunities or evaluations: a) in which the Employee has participated or b) if the transaction has been under the official responsibility of the Employee within a period of two years preceding such assistance. No Employee may share in compensation received by another for assistance that the Employee is prohibited from providing by law.
15. A business entity of which the Employee is a partner, managing officer or

employee shall not assist another person in a transaction involving GreenCentre if the Employee is prohibited from doing so by Section 11 above.

16. The Employee shall not, directly or indirectly, ask for, give, receive or agree to receive any compensation, gift, reward, or gratuity for performing, omitting, or deferring the performance of any official duty, unless otherwise authorized by GreenCentre. The Employee shall not employ or use any person, money or property under the Employee's official control or direction, or in his or her custody, for the private benefit or gain of the Employee or another.
17. **Process where there is a Conflict** - Where the Employee believes there is a conflict or a potential conflict of interest he or she shall:
 - a. Immediately inform his or her supervisor in writing of such a conflict or a potential conflict; and
 - b. Immediately remove himself or herself from all decision-making, discussion or correspondence in relation to the activity giving rise to the conflict of interest.
18. The Employee shall follow conflict of interest guidelines as approved from time to time by the GreenCentre Board of Directors.

Intellectual Property

19. **Obligation to Disclose IP** - The Employee agrees to promptly disclose to GreenCentre any Intellectual Property arising from his or her work at GreenCentre. In this Agreement, "Intellectual Property" means any and all inventions (whether or not patentable), patents, patent applications, discoveries, innovations, improvements, Confidential Information, trade secrets, test results, test plans, copyright works, or data.
20. **Conveyance of IP** - The Employee hereby sells, assigns, and transfers to GreenCentre all his or her world-wide right, title and interest in and to Intellectual Property generated by him or her during his or her employment with GreenCentre, including employment prior to him or her signing this Agreement. The Employee further waives his or her moral rights in any such Intellectual Property.
21. **Assistance with Filings, etc.** - The Employee agrees to provide timely support to GreenCentre in respect of any patent protection or filings made in respect of Intellectual Property created during his or her employment with GreenCentre and to sign and execute all documents necessary in this regard.
22. **No Attacks on IP** - The Employee will not take any steps to, or assist any other party in attacking the validity, scope or enforceability of

GreenCentre's rights in Intellectual Property.

23. **Lab Notebooks and Transfers of Confidential Information** - The Employee acknowledges having read and understood and agrees to abide by the GreenCentre Lab Intellectual Property policy that outlines GreenCentre's lab notebook policies and that requires confidentiality agreements and material transfer agreements to be signed before any confidential information or materials are shared beyond GreenCentre.
24. The Employee's obligations under this section "Intellectual Property" shall survive the end of his or her employment with GreenCentre Canada.

Non-Solicitation and Non-Competition

25. **Non-Competition** - The Employee agrees that, except with the prior written consent of GreenCentre, during the term of his or her employment and for a period of one (1) year from the termination of his or her employment, he or she will not, for any reason whatsoever, directly or indirectly, in Canada, either individually or in partnership, jointly, or in conjunction with any Business (be it as principal, beneficiary, director, officer, shareholder, partner, nominee, executor, trustee, agent, servant, employee, consultant, independent contractor, supplier, lender, financier, or in any other manner or capacity whatever), carry on or be engaged in, concerned with, interested in, or associated with, or advise, lend money to, provide financial assistance to, guarantee the debts or obligations of, be associated with, or permit his or her name or any part thereof to be used or employed by any Person in connection with a Business which competes with GreenCentre. "Competition" or "Compete" is defined in this Agreement as any research, development, marketing, manufacture or provision of services or products that are substantially the same as, or are a substitute for, products or services of which have been the subject of any research, development, evaluation, marketing or manufacture by GreenCentre during the Employee's employment with GreenCentre. "Business" means any organization, person or entity, whether or not incorporated.
26. **Geographic Scope of GreenCentre's Activities** - Employee acknowledges that GreenCentre's activities occur throughout Canada and that in order to protect GreenCentre's interests and investments, the previous prohibition on competition must occur at the national level.
27. **Non-Solicitation of Customers** - The Employee agrees during the term of his or her employment and that for a period of one year from the termination of his or her employment, he or she will not, for any reason whatsoever, directly or indirectly:
- a. solicit or do business with any Customer or knowingly assist (be it as principal, beneficiary, director, shareholder, partner, nominee, executor, trustee, agent, servant, employee, consultant, independent

contractor, supplier, lender, financier, or in any other manner of capacity whatever) any person, directly or indirectly, to solicit or do business with any Customer; or

- b. induce or attempt to induce any Customer to reduce or curtail its business with GreenCentre, or to terminate its relationship with GreenCentre.

28. **Definition of Customer** - In this agreement, "Customer" means any organization, person or entity, whether or not incorporated:

- a. for which GreenCentre has carried out a technology evaluation;
- b. which has applied to participate in any GreenCentre program;
- c. which has entered into a non-disclosure agreement with GreenCentre;
- d. which has licensed rights to or from GreenCentre;
- e. which has received funding from GreenCentre;
- f. for which GreenCentre has performed services;

and includes any officers, directors or employees of such Customer.

29. **Non-Solicitation of Sponsors - Except with the prior written consent of GreenCentre**, the Employee agrees that during the term of his or her employment and for a period of one year from the termination of his or her employment he or she will not, directly or indirectly attempt to communicate with, solicit or do business with, or actually communicate with, or solicit or do business with any employee or representative of any sponsor who had any involvement with GreenCentre during the employee's term of employment.

30. **Bar on Use of Confidential Information** - Employee acknowledges that at no time shall he or she use GreenCentre Confidential Information:

- a. to Compete with GreenCentre, or
- b. to solicit GreenCentre's Customers, Employees or Sponsors except as permitted by GreenCentre.

31. **Non-Solicitation of Employees** - The Employee agrees that, except with the prior written consent of GreenCentre during the term of his or her employment and for a period of one year from the termination of his or her employment, for any reason whatsoever, he or she will not, directly or indirectly:

- a. induce or encourage any Employee or consultant of GreenCentre to leave the employment of GreenCentre, or authorize, approve, or encourage any such action by any other person; or
- b. hire or attempt to hire or otherwise solicit any employee or consultant

of GreenCentre, or authorize, approve, or encourage any such action by any other person.

32. **Covenants Reasonable** - The Employee acknowledges and agrees that:
- a. without the covenants set forth in sections 26 - 32, GreenCentre would not have entered into this Agreement;
 - b. the covenants set forth in sections 26 - 32 are reasonable in the circumstances and are necessary to protect the economic position of GreenCentre;
 - c. the breach of any of the provisions of sections 26 - 32 would cause serious and irreparable harm to GreenCentre which could not adequately be compensated for by damages, and in the event of a breach of any such provisions, the Employee hereby consents to an injunction restraining it from any further breach of any such provision without the need for GreenCentre to post any bond or security or show any damage, but the provisions of this subsection shall not be construed so as to be a derogation of any other remedy which GreenCentre may have in the event of such a breach.
33. **Covenants to Survive Closing** - The covenants of the Employee set forth in sections 26 - 32 shall survive the termination of this Agreement and shall continue in accordance with their terms.

Boilerplate

34. **Entire Agreement** - This Agreement (including the documents and instruments referred to herein and the schedules and exhibits hereto) supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof; no party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement.
35. **Headings** - The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
36. **Waiver** - Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the exercise

of any other right, power or remedy.

37. **Assignment** - Employee may not assign any of his or her rights or obligations under this Agreement.
38. **Amendment of the Agreement** - No change or modification of this agreement is valid unless it is in writing and signed by each party.
39. **Severability** - If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.
40. **Counterparts** - This Agreement may be executed in several counterparts, each of which so executed is deemed to be an original, and such counterparts together constitute but one and the same instrument.
41. **Governing Law** - This Agreement is conclusively deemed to be a contract made under the laws of the Province of Ontario, and for all purposes is to be construed in accordance with the laws of the Province of Ontario, without regard to principles of conflicts of law.
42. **Language of Agreement** - The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.

IN WITNESS WHEREOF GreenCentre and the Employee have duly affixed their signatures on this 23 day of May, 2012

Employee

Rui Resendes
GreenCentre Canada

Witness (sign):

Print Name:

LEAH J. GIBSON