

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5750698

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL WAGGONER	06/23/2008
RECEIVING PARTY DATA		
Name:	MICROGREEN POLYMERS, INC.	
Street Address:	7220 201ST STREET	
City:	ARLINGTON	
State/Country:	WASHINGTON	
Postal Code:	98223	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15248091	
CORRESPONDENCE DATA		
Fax Number:	(616)742-1010	
<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:	6167423500	
Email:	patents@mcgarrybair.com	
Correspondent Name:	MCGARRY BAIR PC	
Address Line 1:	45 OTTAWA AVENUE, SW	
Address Line 2:	SUITE 700	
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503	
ATTORNEY DOCKET NUMBER:	70254-1145	
NAME OF SUBMITTER:	MARK A. DAVIS	
SIGNATURE:	/Mark A. Davis/	
DATE SIGNED:	10/02/2019	
Total Attachments: 11 source=G1370493#page1.tif source=G1370493#page2.tif source=G1370493#page3.tif source=G1370493#page4.tif source=G1370493#page5.tif		

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MicroGREEN Polymers, Inc.

Confidential



June 2, 2008

To: Michael Waggoner**From: Krishna V. Nadella, Vice President of Technology, MicroGREEN Polymers Inc.,****Subject: Employment offer as Project Leader at MicroGREEN Polymers, Inc.**

This document outlines the formal employment offer to Michael Waggoner from MicroGREEN Polymers Inc. (MGP).

Position & Title: Project Leader, MicroGREEN Polymers, Inc.**Time Commitment / Effective Date:** Full-time work beginning on June 23rd, 2008.

Work Location: MGP's facility in Arlington, WA. Travel will be required to customer/partner locations to provide technical support and subcontractor locations to conduct experimental work.

Compensation:

1. **Cash:** [REDACTED]/year. Biweekly paychecks.
2. **Incentive based options:** Annual incentive stock options will be determined per the then applicable (MGP) employee option plan. The strike price of any options granted under the option plan will be at or above the then determined valuation of common shares. The grant during the beginning date of employment will be as follows:
 - a. Number of options: [REDACTED] Common Share Options
 - b. Strike price: The then applicable common share value
 - c. Vesting: [REDACTED] annually starting [REDACTED] year after initial grant of options

The incentive options offered in this document are subject to your acceptance of this offer and approval by MicroGREEN Polymers' board.

3. **Performance Based Cash Bonus:** For June 2008 – June 2009.

\$ [REDACTED] when Vitalo JDA goes from Phase I to Phase II
 \$ [REDACTED] when Vitalo JDA goes from Phase II to Phase III
 \$ [REDACTED] when 16-oz, heat resistant RPET coffee cups are made in 9 up thermoforming mold.
 \$ [REDACTED] when thermoformed, 16-oz, heat resistant RPET coffee cups are lip rolled.

4. **Fringe Benefits**

- a. **Paid Vacation:** Vacation which will be earned per the then existing Company policy. (See attached summary handout).
- b. **Health Insurance Benefit:**

MicroGREEN Polymers, Inc. • 19421 59th Ave N.E. • Arlington, WA 98223 USA • 360 435-7400

FAX 360 435 0248

MicroGREEN Polymers, Inc.

Confidential



MGP will provide the health insurance benefits, that include Medical, Dental, Vision and Prescription, to employees and spouses/dependents with employer contribution towards premiums as shown in summary handout. These health insurance benefits are offered under a take it or leave it policy. There will be no compensation for employees who decline the coverage. Health benefits may change from time to time.

Employment Agreement: Employment at will, Voluntary resignation.

Conditions of Beginning Employment:

1. Successfully pass background and drug tests.
2. Execution of confidentiality and employment agreements.

Mike, I hope that you will find MGP's employment offer competitive. I am excited by the possibility of you joining us in our efforts to commercialize microcellular plastics technology. Please let me know of your decision as soon as possible.

Thank you,

Regards

Date 06/02/08

Krishna Nadella, Vice President of Technology

Offer accepted by:

Michael Waggoner Date: 6/10/08

MicroGREEN Polymers, Inc.
19421 59th Ave. N.E.
Arlington, WA 98223

**Employee Agreement
Regarding
Confidentiality and Innovations**

This Agreement is made and entered into, as of JUNE 23, 2008 ("Effective Date"), by and between MicroGREEN Polymers, Inc. ("Company"), and MICHAEL A. LAGOS ("Employee"). By execution of this Agreement, and in consideration of employment as set forth in the Company's offer letter to Employee dated _____, Employee hereby agrees to be bound by the following:

1. Confidentiality

Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including without limitation, Company Innovations, Company Property (as hereinafter defined), and Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information that may be made known to Employee and that Company has received from others that Company is obligated to treat as confidential or proprietary.

Nondisclosure and Nonuse Obligations. Except in the performance of Employee's obligations to Company, Employee will not use, disseminate or in any way disclose the Confidential Information. Employee will treat all Confidential Information with the same degree of care as Employee accords to Employee's own confidential information, but in no case will Employee use less than reasonable care. Employee will immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Employee will assist Company in remedying any such unauthorized use or disclosure of the Confidential Information. Employee agrees not to communicate any information to Company in violation of the proprietary rights of any third party.

Exclusions from Nondisclosure and Nonuse Obligations. Employee's obligations of confidentiality will not apply to any information that (a) is in the public domain through no fault of Employee; (b) is rightfully in Employee's possession free of any obligation of confidence; or (c) was developed by Employee independently of and without reference to any Confidential Information communicated to Employee by Company. A disclosure of any Confidential Information by Employee (i) in response to a valid order by a court or other governmental body or (ii) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Employee will provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.

2. Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials containing or relating to Confidential Information, and all company property (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers. All Company Property shall be kept at Company premises unless otherwise permitted in writing by Company. Upon any request by Company, and upon termination of employment, Employee will deliver to Company (a) all Company Property and (b) all materials in Employee's possession or control that contain or disclose any Confidential Information.

3. Innovations.

Definition. "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress which are developed in whole or in part during the course of Employee's employment with the Company or within six (6) months after the termination of employment.

Disclosure and Assignment of Innovations. Employee agrees to promptly disclose and describe to Company all Innovations developed by Employee or with Employee's participation. Employee hereby does and will assign to Company or Company's designee all of Employee's right, title and interest in and to any and all Innovations and all associated records. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Employee to Company, Employee hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest.

NOTICE: The provisions hereof relating to Innovations do not apply to any invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on the Employee's own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the Employee for the Company.

4. Observance of Company Rules. At all times while employed by Company, Employee will observe Company's rules and regulations with respect to conduct, health, safety and protection of persons and property, and will abide by other policies set forth in the Company's Employment Manual, as such may be revised from time to time.

5. No Conflict of Interest. During the term of this Agreement, Employee will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Employee's obligations to Company. Employee warrants that, to the best of Employee's knowledge, there is no other existing contract or duty on Employee's part

that conflicts with or is inconsistent with this Agreement. Employee agrees to indemnify Company from any and all loss or liability incurred by reason of the alleged breach by Employee of any services or employment agreement with any third party.

6. Term and Termination.

Term. Employee's employment with the Company is "at will" and may be terminated by either party at any time without advance notice.

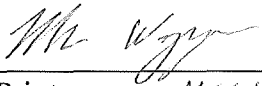
Effect of Termination. The provisions of this Agreement and the rights and obligations of Company hereunder will survive any termination of this Agreement to the extent necessary to carry out the intended purpose thereof.

7. Noninterference with Business. During this Agreement, and for a period of six (6) months immediately following the termination of Employee's employment with Company, Employee agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Company or to accept any other employment.

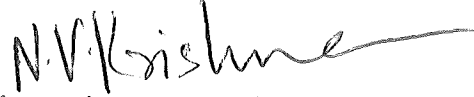
8. Waiver; Modification; Miscellaneous. If Company waives any term, provision or Employee's breach of this Agreement, such waiver will not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement will constitute a waiver of any other or subsequent breach by Employee. This Agreement may be modified only by mutual written agreement of the parties. The headings herein are for convenience only and shall not modify or explain the meaning of any provision.

Employee and Company hereby confirm the agreements set forth above.

Employee:


Print name: MICHAEL A. VAGGONER

MICROGREEN POLYMERS, INC.

By: 
Its: Secretary & VP-TECHNOLOGY

**MICROGREEN POLYMERS, INC.
PROPRIETARY INFORMATION AND
INVENTIONS AGREEMENT**

In consideration of (a) my employment by or consultancy with MicroGREEN Polymers, Inc., a Washington corporation (along with the Company's subsidiaries, any of its affiliates and any successors thereto, the "Company"), (b) any opportunity for advancement or reassignment that the Company may offer me, (c) the compensation paid to me in connection with such employment or consultancy and (d) any stock and/or stock options which have been or may be granted to me by the Company, I, the undersigned, hereby agree as follows:

1. Whenever used in this MicroGREEN Polymers, Inc. Proprietary Information and Inventions Agreement (this "Agreement"), the following terms will have the following meanings:

- (a) "Invention(s)" means discoveries, developments, concepts, designs, ideas, improvements, inventions and/or works of authorship (including, but not limited to, interim work product, modifications and derivative works), whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, method, procedure, process, formulation, algorithm, computer program, software, technique, use, equipment, device, apparatus, system, compound, composition of matter, design or configuration of any kind, or any improvement thereon.
- (b) "Proprietary Information" means information or physical material not generally known or available outside the Company or information or physical material entrusted to the Company by third parties. This includes, but is not limited to, Inventions, confidential knowledge, trade secrets, copyrights, product ideas, techniques, processes, formulas, algorithms, software, mask works and/or any other information of any type relating to documentation, data, schematics, flow charts, mechanisms, research, development, engineering, manufacture, improvements, assembly, installation, marketing, forecasts, sales, pricing, customers, the salaries, duties, qualifications, performance levels and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations. Proprietary Information may be contained in material such as drawings, samples, procedures, specifications, reports, studies, analyses, customer or supplier lists, budgets, cost or price lists, compilations or computer programs, or may be in the nature of unwritten knowledge or know-how.
- (c) "Company Documents" means documents or other media that contain Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or others. Company Documents include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents.

2. I understand that the Company is engaged in a continuous program of research, development and production. I also recognize that the Company possesses or has rights to Proprietary Information (including certain information developed by me during my employment by or consultancy with the Company) which has commercial value in the Company's business.

3. I understand that the Company possess Company Documents which are important to its business.

4. I understand and agree that my employment by or consultancy with the Company creates a relationship of confidence and trust between me and the Company with respect to (a) all Proprietary Information and (b) the confidential information of any other person or entity with which the Company has a business relationship and is required by terms of an agreement with such entity or person to hold such information as confidential. At all times, both during my employment by or consultancy with the Company and after its termination (regardless of the reason for such termination), I will keep in confidence and trust all such information, and I will not use or disclose any such information without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

5. In addition, I hereby agree as follows:

- (a) All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all trade secrets, patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may presently have or I may acquire in such Proprietary Information.
- (b) All Company Documents, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with my employment by or consultancy with the Company shall be and remain the sole property of the Company. I shall return to the Company all such Company Documents, materials and property as and when requested by the Company, excepting only (i) my personal copies of records relating to my compensation and benefits, (ii) if applicable, my personal copies of any materials evidencing shares of the Company's capital stock granted to me and (iii) my copy of this agreement (my "Personal Documents"). Even if the Company does not so request, I shall return all such Company Documents, materials and property upon termination of my employment by or consultancy with by me or the Company for any reason, and, except for my Personal Documents, I will not take with me any such Company Documents, material or property or any reproduction thereof upon such termination.
- (c) I will promptly disclose to the Company, or any persons designated by it, all Inventions relating to the Field, as defined below, made or conceived, reduced to practice or learned by me, either alone or jointly with others, prior to the term of my employment by or consultancy with the Company and for one (1) year after my employment by or consultancy with the Company ceases. For purposes of this Agreement, "Field" means the development or manufacturing of products made from microcellular or solid state foams, or polymers.
- (d) During the term of my employment by or consultancy with the Company, all Inventions that I conceive, reduce to practice, develop or have developed (in whole or in part, either alone or jointly with others) shall be the sole property of the Company and its assigns to the maximum extent permitted by law (and to the fullest extent permitted by law shall be deemed "works made for hire"), and the Company and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights that I may have or acquire in such Inventions. I agree that any Invention required to be disclosed under paragraph (c) above within one (1) year after the term of my employment by or consultancy with the Company ceases shall be presumed to have been conceived during my employment by or consultancy with the Company. I understand that I may overcome the presumption by showing that such Invention was conceived after the termination of my employment by or consultancy with the Company.

NOTICE REQUIRED BY REVISED CODE OF WASHINGTON 49.44.140: Any assignment of Inventions required by this Agreement does not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the employee's own time, unless (a) the Invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the Invention results from any work performed by the employee for the Company.

- (e) During or after my employment by or consultancy with the Company, upon the Company's request and at the Company's expense, I will execute all papers in a timely manner and do all acts necessary to apply for, secure, maintain or enforce patents, copyrights, trademarks and any other legal rights in the United States and foreign countries in Inventions owned by and/or assigned to the Company under this Agreement, and I will execute all papers and do any and all acts necessary to assign and transfer to the Company or any person or party to whom the Company is obligated to assign its rights, my entire right, title and interest in and to such Inventions. This obligation shall survive the termination of my employment by or consultancy with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance. In the event that the company is unable for any reason whatsoever to secure my signature to any document reasonably necessary or appropriate for any of the foregoing purposes, (including but not limited to renewals, extensions, re-registrations, continuations, divisions or continuations in part), I hereby irrevocably designate and appoint the Company 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, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me.
- (f) So that the Company may be aware of the extent of any other demands upon my time and attention, I will disclose to the Company (such disclosure to be held in confidence by the Company) the nature and scope of any other business activity in which I am or become engaged during the term of my employment by or consultancy with the Company. During the term of my employment by or consultancy with the Company, I will not engage in any other business activity which is related to the Company's business or its actual or demonstrably anticipated research and development.

6. As a matter of record I attach hereto as Exhibit A a complete list of all Inventions (including patent applications and patents) relevant to the Field which have been made, conceived, developed or first reduced to practice by me, alone or jointly with others, prior to my employment by or consultancy with the Company and that I desire to remove from the operation of this Agreement, and I represent and warrant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement. If, in the course of my employment by or consultancy with the Company, I use or incorporate into a product or process an Invention not covered by Paragraph 5(d) of this Agreement in which I have an interest, the Company is hereby granted a nonexclusive, fully paid-up, royalty-free, perpetual, world-wide license of my interest to use and sublicense such Invention without restriction of any kind.

7. I represent that my execution of this Agreement, my employment by or consultancy with the Company and my performance of my proposed duties to the Company in the development of its business will not violate any obligations that I may have to any former employer, or other person or entity, including any obligations to keep confidential any proprietary or confidential information of any such

employer, person or entity. I have not entered into, and I will not enter into, any agreement which conflicts with or would, if performed by me, cause me to breach this Agreement.

8. In the course of performing my duties for the Company, I will not utilize any proprietary or confidential information of any former employer.

9. I agree that this Agreement does not constitute an employment agreement for a specific duration and that, unless otherwise provided in a written contract signed by both an authorized officer of the Company and me, (a) my employment by or consultancy with the Company is "at will" and (b) I shall have the right to resign my employment by or consultancy with the Company, and the Company shall have the right to terminate my employment by or consultancy with the Company at any time and for any reason, with or without cause.

10. This Agreement shall be effective as of the first day of my employment by or consultancy with the Company and the obligations hereunder will continue beyond the termination of such employment or consultancy and will be binding on my heirs, assigns and legal representatives. This Agreement is for the benefit of the Company, its successors and assigns (including all subsidiaries, affiliates, joint ventures and associated companies) and is not conditioned on my employment by or consultancy with the Company for any period of time or compensation therefor. I agree that the Company is entitled to communicate any obligations under this Agreement to any future employer or potential employer of mine.

11. During the term of my employment by or consultancy with the Company and for one (1) year after my employment by or consultancy with ceases for any reason other than because of the Company's financial hardship, I will not, without the Company's prior written consent, directly or indirectly be employed by or involved with any business developing or exploiting any products or services that are directly and materially competitive with products or services (a) being commercially developed or exploited by the Company during my employment or consultancy and (b) on which I worked or about which I learned Proprietary Information during my employment by or consultancy with the Company.

12. During the term of my employment by or consultancy with the Company and for one (1) year after my employment or consultancy ceases, I will not personally or through others (a) recruit, solicit or induce in any way any employee, advisor or consultant of the Company to terminate his or her relationship with the Company, or (b) solicit any client or customer of the Company to become clients or customers of another entity or association directly competitive to the business in which the Company is now involved or becomes involved.

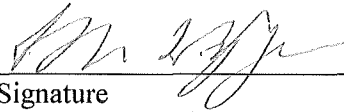
13. I acknowledge that any violation of this Agreement by me will cause irreparable injury to the Company and I agree that the Company will be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

14. I agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Washington without regard to the conflict of law provisions thereof. Venue and jurisdiction of any claim or action involving this Agreement or my employment by or consultancy with the Company shall exist exclusively in the state and federal courts in King County, Washington, unless injunctive relief is sought by the Company and, in the Company's judgment, may not be effective unless obtained in some other venue. I further agree that if one or more provisions of this agreement are held to be unenforceable under applicable Washington law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision

were so excluded and shall be enforceable in accordance with its terms.

15. I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. THIS AGREEMENT MAY ONLY BE MODIFIED BY A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY ME AND AN AUTHORIZED OFFICER OF THE COMPANY.

Date: 8/28/09


Signature

Michael. A. Wyssmer
Name (Printed)

Accepted and Agreed to:

MicroGREEN Polymers, Inc.,
a Washington corporation

By: 
Its: CEO / President

**EXHIBIT A
TO
MICROGREEN POLYMERS, INC. PROPRIETARY INFORMATION AND INVENTIONS
AGREEMENT**

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment or consultancy with MicroGREEN Polymers, Inc., a Washington corporation (the "Company", which term includes the Company's subsidiaries, any of its affiliates and any successors thereto), that have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment or consultancy with the Company that I desire to remove from the operation of the Proprietary Information and Inventions Agreement entered into between the Company and me of even date herewith.

_____ No inventions or improvements.

X Any and all inventions regarding: _____

Inventions developed during my MS Thesis or time as a student at the university, including all discoveries and notes made in lab notebooks. These include but are not limited to blow molding of microcellular articles, layered crystallinity, and near net foaming of microcellular materials.

All inventions during this period are the property of the University of Washington, and I do not release my interest in them to Microgreen Polymers.

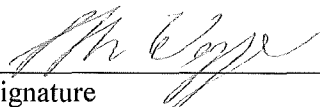
_____ Additional sheets attached.

2. I propose to bring to my employment or consultancy the following materials and documents of a former employer:

_____ No materials or documents.

_____ The following: _____

Date: 8/28/09



Signature

Michael A. Wygoner

Name (Printed)