# 505979710 03/23/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6026418

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
CHARLIE BERT SLOAN IV		11/08/2016

## **RECEIVING PARTY DATA**

Name:	GEORGIA-PACIFIC CORRUGATED LLC
Street Address: 133 PEACHTREE STREET, N.E.	
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16826625

## CORRESPONDENCE DATA

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Email:	ip@nelsonmullins.com, chandel.vanlaere@nelsonmullins.com			
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP			
Address Line 1:	301 S. COLLEGE STREET, 23RD FLOOR			
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ATTORNEY DOCKET NUMBER:	GP30746USCON 48237/9215
NAME OF SUBMITTER:	PATRICK L. KARTES, REG. NO. 64,678
SIGNATURE:	/Patrick L. Kartes/
DATE SIGNED:	03/23/2020
Total Attachments: 6	
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WHEREAS, we, Charlie Bert Sloan, IV, a citizen of the United States residing at 5820 Hornbeam Drive, Cumming, GA 30040, and Robert Dennis Seay, a citizen of the United States residing at 12043 Briarleaf Way, San Diego, CA 92128 ("Assignors"), have invented certain new and useful inventions for "ENGINE FOR GENERATING CONTROL PLANS FOR DIGITAL PRE-PRINT PAPER, SHEET, AND BOX MANUFACTURING SYSTEMS", for which U.S. Patent Application No. 16/033,344 was filed on July 12, 2018 (Docket No. GP30746), which claims benefit of Provisional Application No. 62/649,942, filed March 29, 2018, Provisional Application No. 62/619,998, filed January 22, 2018, Provisional Application 62/597,079, filed December 11, 2017, Provisional Application No. 62/583,845, filed November 9, 2017, and Provisional Application No. 62/532,483, filed July 14, 2017; and

WHEREAS, Georgia-Pacific Corrugated LLC, a limited liability company of the State of Delaware having a place of business at 133 Peachtree Street, N.E., Atlanta, Georgia 30303 ("Assignee"), desires acquiring or has acquired Assignor's interest in the above-identified invention, the above-identified patent application, and any related patent applications and patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors by these presents do hereby sell, assign, and transfer, or by virtue of employment agreements or other applicable agreements have sold, assigned, and transferred, unto Assignee, its successors, legal representatives, and assigns, Assignors' entire right, title, and interest in and to the above-identified invention, the above-identified patent application, any U.S. or foreign patent applications related to the above-identified invention, any U.S. or foreign patent applications claiming priority to any of the above-referenced patent applications, including any division, continuation, continuation-in-part, reexamination, reissue, extension, substitution, or renewal of any of the above-referenced patent applications under any applicable convention, treaty, statute, or regulation, any other right, privilege, or form of protection related to the above-identified invention or any of the above-referenced patent applications, and any U.S. or foreign patent granted from any of the above-referenced patent applications, and any U.S. or foreign patent granted from any of the above-referenced patent applications, and any U.S. or foreign patent granted from any of the above-referenced patent applications, and any U.S. or foreign patent granted from any of the above-referenced patent applications, and any U.S. or foreign patent granted from any of the above-referenced patent applications, and any U.S. or foreign patent, to be held and enjoyed by Assignee, its successors, legal representatives, and assigns as fully and entirely as it would have been held and enjoyed by Assignors;

AND, Assignors hereby authorize Assignee to file any of the above-referenced patent applications in the name of Assignee or its designee, and Assignors authorize and request the patent office of any country to issue any patent granted from any of the above-referenced patent applications in the name of Assignee or its designee, and Assignors further authorize Assignee to insert the serial number and filing date of the above-identified patent application into this Assignment if unknown upon execution of this Assignment;

AND, Assignors hereby warrant and covenant that Assignors have not and will not execute any assignment or other instrument in conflict with this Assignment;

AND, Assignors hereby covenant and agree to perform any reasonable acts necessary or desirable to aid Assignee, its successors, legal representatives, and assigns, to obtain, maintain, and enforce protection in the U.S. and foreign countries for the above-referenced invention, patent applications, and patents, including signing lawful papers, executing patent applications, making assignments, rightful oaths, and declarations, and testifying in judicial or administrative proceedings.

## PATENT REEL: 052194 FRAME: 0339

Charlie Bert Sloan, IV

State of \_\_\_\_\_

County of \_\_\_\_\_\_

This document was acknowledged before me by Charlie Bert Sloan, IV on \_\_\_\_\_.

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Signature of Notary Public

(SEAL)

Expiration Date of Commission

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Assignment U.S. Serial No. 16/033,344 Docket No. GP30746

Robert/Dennis Seay

State of <u>Jeorgia</u> Jenry County of

This document was acknowledged before me by Robert Dennis Seay on Aug. 14, 2018

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(SEAL)

Signature of Notary Public

Expiration Dateloff@@nBrission Notary Public Henry County, Georgia My Commission Expires 01-06-22

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#### EMPLOYEE CONFIDENTIAL INFORMATION, NONSOLICITATION, AND BUSINESS IDEAS ASSIGNMENT AGREEMENT

LAST NAME SLOAN IV GP LOCATION FIRST NAME CHARLIE PERSONNEL NUMBER 20005027 DIVISION NUMBER 665

In consideration of my employment or continued employment, training, and compensation by the Company, to induce the Company to provide me access to Confidential Information as appropriate for my work, and other good and valuable consideration (the receipt and sufficiency of which I hereby acknowledge), I agree as follows:

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1. Definitions:

- a. "Company" means Georgia-Pacific Equity Holdings LLC and its subsidiaries and affiliates, either individually or collectively.
- b. "Material Contact" means personal contact, or the supervision of the efforts of those who have direct personal contact, during the previous two years of my employment with the Company or the two years before I leave the Company for any reason.
- c. "Confidential Information" means information about the Company or its employees, customers, and/or suppliers which is not generally known outside the Company and the improper disclosure of which would be detrimental to the Company's interests. The term includes, but is not limited to, Trade Secrets, and, to the extent not included in the definition of Trade Secrets; i) confidential and/or proprietary business plans, strategies, and philosophy, financial statements and information, prices and costs, suppliers, customers and customer requirements, marketing strategies and targets, and the skills of Company employees; ii) secret, proprietary, or confidential information, knowledge or data relating to any Business Idea, product, apparatus, machine, process, procedure, formula, data, database, computer software, hardware and network architecture, manufacturing, purchasing, accounting, engineering, or marketing method at any time used, developed, acquired, discovered, or investigated by the Company, whether or not used, invented, developed, acquired, discovered, or investigated by the Company; and iii) nonpublic information (in whatever form) that would be advantageous to the Company's competitors. The term also includes salary and wage data, protected health information and other employee Information, and information subject to the attorney/client privilege.
- d. "Business Ideas" means all ideas, concepts, inventions, innovations, improvements, discoveries, developments, methods, processes, designs, data, analyses, drawings, reports, trademarks, trade names, logos, domain names, Trade Secrets, copyrights, or works of authorship including derivative works of each of the foregoing, and similar or related information (whether or not patentable or copyrightable), that I conceive, create, develop, produce, or reduce to practice, whether alone or In conjunction with others during my employment by the Company (including during any period of employment with the Company before I sign this agreement), except for those that are: i) unrelated to actual or anticipated Company business, research, and development; and ii) not conceived, created, developed, produced or reduced to practice during my working hours; and iii) not conceived, created, developed, produced to practice using Company Trade Secrets or other Confidential Company resources or assets (such as tools, supplies, equipment, materials, computer systems, facilities, or Company employees).
- e. "Trade Secrets" means information (without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compliation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers) which is not commonly known by or available to the public and which: i) derives economic value, actual or potential, from not being generally known to (and not being readily ascertainable by proper means by) other persons who can obtain economic value from its disclosure or use; and ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- 2. Use, Disclosure and Protection of Confidential Information.

I understand that during my employment by the Company I may have access to Confidential Information. I agree that I will use this information only as required by my job or as specifically authorized by the Company and that I will not use it for myself or for the benefit of any other person or entity other than the Company. I also agree not to discuss or disclose this information to any other person or entity who is not authorized to receive it and who does not have a need to know, unless I am compelled by law. In the event that I am compelled to disclose Confidential Information by court order or subpoena, I agree to give the Company immediate written notice so it can protect its interests before I make any disclosure. I further agree to safeguard the Company's Confidential Information from unauthorized access (including safeguarding any

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passwords for electronic access) in accordance with the Company's standards and retention requirements and to discard paper and electronic forms of Confidential Information so that they cannot be read or reconstructed.

If I have any question whether specific information is covered by these duties of use, disclosure and protection, I agree to seek help from my manager, and I further agree to treat the information as Confidential Information unless and until I am told otherwise. I understand that my duties regarding the use, disclosure and protection of Trade Secrets detailed in this section extend both throughout my employment and through the end of time and that my duties regarding the use, disclosure and protection of Confidential Information that is not included in the definition of Trade Secrets extend throughout my employment and for two years after my employment with the Company ends for any reason (unless applicable law, such as that relating to employee privacy, requires longer confidentiality).

#### 3. Assignment of Business Ideas.

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I hereby assign and agree to assign to the Company all of my right, title and interest in all Business Ideas. I will also fully cooperate with the Company to investigate, perfect, maintain and protect the Company's interests in and rights to such Business Ideas (including, but not limited to, providing reasonable assistance in securing patent protection and/or copyright registrations and executing all documents reasonably requested by the Company, whether those requests occur before or after the end of my employment).

I understand that this provision does not require me to assign to the Company any invention for which no Company Trade Secret information or other Company assets or resources were used and that was developed entirely on my own time and that: i) does not relate (at the time the invention was conceived or reduced to practice) to the Company's business, or to its actual or demonstrably anticipated research or development; or ii) does not result from any work I performed for the Company.

#### 4. Company-owned Intellectual Property.

I acknowledge that I will not acquire any right, title, or interest in the Georgia-Pacific name or any Georgia-Pacific brands under any circumstances whatsoever, and I agree that I will not at any time assert or claim any interest in anything that may adversely affect the validity or enforceability of Company trademarks, trade names, or other Company intellectual property rights. I further agree not to reverse engineer, reverse assemble, or otherwise derive source code from object code of any Company-owned software, incorporate any Company-owned software (including any portions of code therein) into any other software, or use it to create new software, including in each case derivative works from Company-owned software for myself or others.

#### 5. Nonsolicitation of Company Employees.

During my employment and for the two-year period immediately after my employment with the Company ends for any reason, i shall not, directly or indirectly, attempt to employ or assist any other person or entity in employing or soliciting for employment any employee of the Company with whom I had Material Contact, or encourage any such employee to leave his/her employment with the Company.

#### 6. Return of Company Property and Information.

I acknowledge and agree that all Confidential Information, Business Ideas, and Company-owned Intellectual property are the exclusive property of the Company and that I have no rights in or to such information or property when I leave the Company, regardless of reasons, circumstances or manner of the termination of my employment. At the time my employment with the Company ends for any reason (or at any other time the Company may request), I will promptly deliver all Confidential Information, Business Ideas and other Company property in my possession, custody or control, including all memoranda, notes, books, records, plats, drawings, plans, correspondence, or other documents of whatever nature that may contain Confidential Information, that reflect know-how of the Company, or that are otherwise Company property, as well as all Company-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cellphones, pagers, credit cards, badges, and other property. I also agree not to make, retain, conceal or distribute in any form any copies of any written, printed or electronic information.

7. Miscellaneous.

This Agreement shall be governed and interpreted under the laws of the State of Delaware regardless of the conflicts of laws or rules of any state in which this Agreement may be litigated and shall be binding on and enforceable against my heirs, legal representatives, and the assignees of any Business Ideas. Both the Company and I agree that any dispute under this Agreement shall be resolved exclusively within the federal or state courts within the State of Delaware, and both the Company and I agree to jurisdiction and venue in the state or federal courts within the State of Delaware. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any

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provision of this Agreement is held to be unreasonable as to time, scope, or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law. This Agreement represents the entire understanding between me and the Company on the matters covered and may not be changed by any oral promise or statement by anyone in the Company. Any waiver by the Company of a breach of this Agreement by me will not be interpreted as a waiver of any subsequent breach. Nothing herein shall obligate me or the Company to continue my employment for any specified period of time, and my employment may be terminated, with or without cause, at any time at my option or at the option of Company (except as otherwise provided by law, collective bargaining agreement or other written contract). This Agreement supersedes any and all prior agreements between me and the Company concerning confidential information and inventions.

8, Remedies.

I agree that the provisions of this Agreement are reasonably necessary to protect the legitimate business interests of the Company. I further agree that any violation or threatened violation of this Agreement will cause immediate and Irreparable harm to the Company for which monetary damages will not be an adequate remedy, entitling the Company to seek injunctive relief, without the necessity of posting a bond or other security, in addition to all other legal and equitable remedies.

By my signature below I affirm that I have had ample opportunity to ask any questions I might have about this Employee Confidential Information, Nonsolicitation and Business Ideas Assignment Agreement, that I fully understand this Agreement, and that I agree to its terms by my own free will in order to enjoy the benefits of employment with the Company, to gain access to Confidential Information appropriate to my job, and to receive the consideration recited above. I understand and acknowledge that the Company would not provide me with access to its Confidential Information but for my promises in this Agreement.

EMPLOYTE SIGNATURE

DAVE

CHARLIE SLOAN IV

11/08/2016

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**RECORDED: 03/23/2020**