

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6038063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAJESH ODEDRA	06/08/2019
CUNHAI DONG	07/03/2012
DIANA FABULYAK	06/10/2019
WESLEY GRAFF	06/10/2019
RECEIVING PARTY DATA	
Name:	SEASTAR CHEMICALS ULC
Street Address:	2061 HENRY AVE W
City:	SIDNEY
State/Country:	CANADA
Postal Code:	V8L 5Z6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16834361
CORRESPONDENCE DATA	
Fax Number:	(202)595-0530
<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:	215-988-2700
Email:	margit.phillips@faegredrinker.com, DBRIPdocket@faegredrinker.com
Correspondent Name:	FAEGRE DRINKER BIDDLE & REATH LLP (PHILI
Address Line 1:	ONE LOGAN SQUARE, SUITE 2000
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-6996
ATTORNEY DOCKET NUMBER:	221202-0022-01-US-599101
NAME OF SUBMITTER:	CHRISTOPHER P. BRUENJES
SIGNATURE:	/Christopher P Bruenjes/
DATE SIGNED:	03/30/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 16	
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COMBINED DECLARATION AND ASSIGNMENT

WHEREAS I/WE, the below-named inventor(s) – hereinafter referred to as Assignor(s) – have made an invention entitled:

ORGANOMETALLIC COMPOUNDS AND METHODS FOR THE DEPOSITION OF HIGH PURITY TIN OXIDE

for which I/WE are filing an application for United States Letters Patent, the application being the one identified in the Declaration set forth below; and

WHEREAS, SEASTAR CHEMICALS INC., organized and existing under the laws of Canada, whose post office address is 2061 Henry Ave W, Sidney, Canada BC V8L 5Z6 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to issue upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, I/WE, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, MY/OUR entire right, title, and interest in and to this invention and this application, and all divisionals, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and I/WE hereby authorize and request the United States Patent and Trademark Office to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/WE have the full right to convey the interest assigned by this Assignment, and I/WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to ME/US respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, and all rights to claim priority on the basis of such applications, make all rightful oaths or the like, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s) in the appropriate space below.

AS A DECLARATION UNDER 37 CFR 1.63, for a utility or design application using an Application Data Sheet (37 CFR 1.76), each below-named inventor for which a signature has been provided hereby declares that:

This Declaration is directed to (please check one of the following two boxes):

- ☒ The attached application, or
- ☐ United States application or PCT international application number _____ filed on _____.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.


I have reviewed and understand the contents of the application, including the claims.

I am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Note: An application data sheet (PTO/AIA/14 or equivalent) naming the entire inventive entity must accompany this form if not submitted previously.

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s).

Legal Name of Sole/First Assignor/Inventor Rajesh ODEDRA	Assignor/Inventor Signature 	Date (MM/DD/YEAR) 06 / 08 / 2019
Legal Name of Second Assignor/Inventor Cunhai DONG	Assignor/Inventor Signature	Date (MM/DD/YEAR)
Legal Name of Third Assignor/Inventor Diana FABULYAK	Assignor/Inventor Signature	Date (MM/DD/YEAR)
Legal Name of Fourth Assignor/Inventor Wesley GRAFF	Assignor/Inventor Signature	Date (MM/DD/YEAR)
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Legal Name of Eleventh Assignor/Inventor	Assignor/Inventor Signature	Date (MM/DD/YEAR)

Name(s) of additional Assignor(s)/Inventor(s) attached: ☐ Yes ☒ No

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NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, I/WE, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, MY/OUR entire right, title, and interest in and to this invention and this application, and all divisionals, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and I/WE hereby authorize and request the United States Patent and Trademark Office to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/WE have the full right to convey the interest assigned by this Assignment, and I/WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to ME/US respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, and all rights to claim priority on the basis of such applications, make all rightful oaths or the like, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

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Legal Name of Fourth Assignor/Inventor Wesley GRAFF	Assignor/Inventor Signature	Date (MM/DD/YEAR)
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AND, I/WE HEREBY covenant that I/WE have the full right to convey the interest assigned by this Assignment, and I/WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to ME/US respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, and all rights to claim priority on the basis of such applications, make all rightful oaths or the like, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s) in the appropriate space below.

ATTORNEY DOCKET NO.: 009439-0022-00-US-573905

SOLE/JOINT INVENTION

(U.S. Rights Only)

Page 2 of 3

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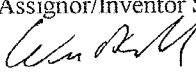
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Legal Name of Eleventh Assignor/Inventor	Assignor/Inventor Signature	Date (MM/DD/YEAR)

Name(s) of additional Assignor(s)/Inventor(s) attached: ☐ Yes☒ No



SEASTAR CHEMICALS INC

A member of the AXYS Group

10005 McDonald Park Road, Sidney, BC Canada V8L 5Y2
Phone: 250-655-5880 - Fax: 250-655-5888 - Toll Free: 1-800-663-2330
www.seastarchemicals.com

THIS AGREEMENT is made on this 3rd day of July, 2012.

BETWEEN:

Seastar Chemicals Inc., a business incorporated in the Province of British Columbia, located at 10005 McDonald Park Road, Sidney, BC, V8L 5Y2 ("**Seastar**" or the "**Company**")

AND: Josh Dong

(hereafter referred to as "**Employee**")

WHEREAS:

- a. Seastar is engaged in the business of research & development, manufacturing, marketing, and distribution of Ultra High Purity Inorganic Chemicals; High Purity Distillation Products; High Purity Chemicals; High Purity Acids, Base and Water; Trace Metal Analysis, Product Delivery and Acid Cleaning Procedures; and Clean Room Manufacturing; and
- b. The Employee wants to be employed by Seastar Chemicals Inc., and;
- c. During the course of the Employee's employment with Seastar Chemicals Inc., whether such employment is on a full-time, or part-time basis, is for a specified or unspecified term, and whether or not such employment is on a contract or sub-contract basis, the Employee will receive technical information and knowledge with respect to various inventions, methods, equipment, manufacturing techniques and procedures (herein collectively called "the Inventions") which is the property of one or more members of the AXYS Group of Companies ("Group" as defined in Paragraph 1b below), and; (ii) confidential, proprietary and trade secret information and materials reflecting or relating to the AXYS Group of Companies' business or financial affairs; and
- d. Seastar as a member of the Group which share common facilities, the confidentiality of information, procedures, and knowledge which is the property of one or more members of the Group is vital to the continued viability of the group of companies' business, and breach of this confidentiality would result in loss and damage to one or more members of the Group.

THIS AGREEMENT WITNESSES THAT:

In consideration of the sum of \$10.00 now paid by Seastar to the Employee, the receipt and sufficiency of which the Employee acknowledges, and of Seastar entering into the agreement with the Employee for provision of services, and of the other members of the Group agreeing to permit the Employee access to such of their premises, personnel and technology as may be required to permit the Employee to fulfil the employment responsibilities, the Employee agrees:

1. **Definitions.** In this Agreement, the following terms have the following meanings:
- (a) **"Confidential Information"** means any proprietary information, technical data, trade secrets including but not limited to research, product plans, manufacturing equipment, manufacturing procedures, marketing plans, products, services, customer lists and customers information, software, developments, inventions, equipment design and use, manufacturing processes and methodologies, formulae, technology, designs, drawings, engineering, marketing, financial or other business information disclosed to you by Seastar or Seastar's agents or created by you during the course of your employment with Seastar Chemicals Inc. and which has not become publicly known.
 - (b) **"Group"** means those businesses operating under the names AXYS Group, AXYS Analytical Ltd., AXYS Technologies Inc., MV Laboratories Inc., Seastar Chemicals B.V., and Seastar Chemicals Inc., including any operational divisions thereof, and any company within or outside of Canada of which any of the foregoing companies owns 30% or more of the voting shares or exercises *de facto* control.
 - (c) **"Intellectual Property Rights"** means any and all proprietary rights provided under (i) patent law, (ii) copyright law, (iii) trademark law, (iv) design patent or industrial design law, (v) semiconductor chip or mask work law, or (vi) any other statutory provision or common law principle applicable to the Works which may provide a right in either ideas, formulae, algorithms, concepts, or inventions, including trade secret laws; and
 - (d) **"Works"** means all documents, records, product, property and materials in all media created by you during the course or relating to the scope of your employment which may include but shall not be limited to drawings, designs, records of concepts, computer source code and object code, software listings, software files in any media, prototypes, software specifications and diagrams, visual media and other records, reports, notes and materials relating to the foregoing.

APPLICABLE TO NEW EMPLOYEES ONLY:

2. You represent and acknowledge that all information set out in your employment application, resume and related materials provided to Seastar is true and accurate in all respects.

Prior to the start of your employment, you must disclose to Seastar all prior obligations that you may be subject to or may owe to a previous employer which may relate in any manner to the business of Seastar which is engaged in the business of research & development, manufacturing, marketing, and distribution of Ultra High Purity Inorganic Chemicals; High Purity Distillation Products; High Purity Chemicals; High Purity Acids, Base and Water; Trace Metal Analysis, Product Delivery and Acid Cleaning Procedures; and Clean Room Manufacturing, (the **"Business"** of Seastar), including non-competition or restrictive covenants, obligations based on confidential information you were party to, the position and status you had with your previous employer (i.e. a fiduciary obligation) or otherwise.

4. In order to clarify and confirm respective ownership interests in development work, you must describe in the attached schedule any inventions, original works of authorship, developments, improvements and trade secrets that you own or may have an interest in which may relate to the Business of Seastar. If the schedule is not completed, you acknowledge that no such inventions, original works of authorship, developments, improvements or trade secrets exist or, if they do that Seastar is hereby granted a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such prior inventions, original works of authorship, developments, improvements and trade secrets.

APPLICABLE TO ALL EMPLOYEES:

5. **Quality Control.** You agree that you will diligently, faithfully and professionally carry out the duties assigned to you by Seastar's designated manager and that all work completed and services provided by you to Seastar shall be undertaken and completed in accordance with good industry practices as to diagramming, record keeping, explanatory notations and execution.
6. **Payment.** You hereby acknowledge that your compensation package paid to you by Seastar constitutes full and complete consideration and satisfaction for the performance of your duties and obligations hereunder, the delivery of the Works to Seastar and the transfer of all Intellectual Property Rights in the Works to Seastar.
7. **Seastar Proprietary Information.** You agree that while you are employed at Seastar and after you leave the Company's employment you will keep and maintain as confidential all Confidential Information received by you during your employment or any other information that the Company treats as confidential. You shall not use such Confidential Information for any reason other than the Company's business and you shall not disclose such information to any third party unless you have the prior authorization of Seastar and then only on a 'need to know' basis.
8. **Third Party Information.** While on Seastar business, you may receive confidential information from a third party with whom Seastar does business or of an affiliate or associate of Seastar. You agree that you shall hold in confidence all proprietary or confidential information received from third parties during the course of your employment and that you shall not disclose and will not use the information for any purpose other than those set by the rightful owner of the information. You also agree that you will not, in carrying out your duties, improperly use or disclose any proprietary information or trade secrets of any former employer.
9. **Ownership of Intellectual Property Rights.** All Works and Intellectual Property Rights in Works developed by you at Seastar's premises, utilizing Seastar equipment or directly related to the scope of your employment shall be owned by Seastar. This extends to Intellectual Property Rights in Works conceived of during your employment but reduced to practice or material form after your employment ceases. You agree that you shall promptly make full written disclosure to Seastar of any such Works and you agree to and do hereby assign to Seastar all of your right, title and interest in all Intellectual Property Rights in such Works. You acknowledge that all original works of authorship which are made by you, either solely or jointly with others, and which are protectable by copyright are works made under a 'contract of service', as that term is defined in the Canadian *Copyright Act* and a 'work made for hire' as that term is defined in the United States *Copyright Act*. You hereby waive and release any and all moral or related rights arising under s.14.1 or 14.2 of the Canadian *Copyright Act* or any similar foreign right in connection with such works.
10. **Support of Intellectual Property Rights.** You agree that you shall assist Seastar in obtaining Canadian, United States or other foreign patent, copyright or design patent/industrial design registration covering inventions and original works of authorship which obligation shall continue after your employment ceases for any reason. You shall, at Seastar's request and cost, at the hourly rate, or equivalent, that you received immediately prior to your departure from Seastar, execute such documents, assignments, applications and instruments as may be reasonably required to assist Seastar in obtaining or submitting patent and other intellectual property filings or registrations. If Seastar is unable for any reason to obtain your signature to apply for an Intellectual Property Right, you hereby irrevocably designate and appoint an authorized officer of Seastar as your agent and attorney in fact to act on your behalf to execute and file any such application with full power of substitution.

11. **Company's Records and Property.** You agree that at the time of leaving your employment with Seastar for any reason, you shall deliver up to the Company all Works and devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, plans, sketches, materials, equipment, other documents or property, including reproductions, and whether in paper form, electronic form or otherwise, belonging to Seastar.
12. **Protection of Seastar's Business Interests.** You acknowledge and agree that you will be receiving substantial consideration in payment of salary and other benefits under this Agreement, a portion of which is being paid to you for the grant of the covenants set out in this Section 12 herein. You also acknowledge that the following covenants are fair and reasonable in all respects and only protect the legitimate business interests of Seastar. You agree that, during the term of your employment and for a period of twelve (12) months following the termination of your employment for any reason, you shall not:
- (a) either directly or indirectly, be employed by, provide services to or otherwise be associated with or hold an interest in a business or organization competitive with the Business of Seastar (as defined in Section 3 above);
 - (b) contact or communicate for the purposes of soliciting business any past client, customer or patron of Seastar or prospective client, customer or patron of Seastar; or
 - (c) contact or communicate for the purposes of offering them employment or other engagement, any employee, contractor or consultant of Seastar.
- You agree that each of the covenants set out in Section 12 above is a separate, distinct, independent and severable covenant and if any one covenant or provision is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision.
13. **Employment Policies.** You agree to follow Seastar policies and guidelines with respect to third party software use and/or licenses and respect and follow the Company's e-mail, internet, electronic records, conflict of interest and work place conduct policies as they may exist from time to time. These policies may be implemented or amended at any time during the term of your employment by providing you with thirty (30) days written notice in advance.
14. **Conflicting Employment.** You agree that, during the term of your employment with the company, you will not engage in any other employment, occupation, consulting or other business that conflict with items #7-10 and #12 of this agreement. If in doubt, obtain written authorization from management.
15. **Termination of Employment.** Seastar shall have the right to terminate your employment and the employment relationship herein immediately in the event that you intentionally breach a specific term of this agreement. This is in addition to any other rights that may exist between Seastar and you. Upon notification by the employer in writing of an unintentional breach of this agreement, the Employee has ten days to take satisfactory corrective action to the satisfaction of the company. Failure to take satisfactory corrective action within this period will result in the termination of your employment.

16. General Matters.

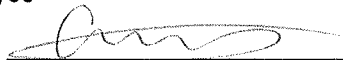
- (a) **Continuing Obligations.** These obligations, where applicable, shall continue on after you leave your employment with Seastar for any reason.
- (b) **Publicity Right.** You agree that Seastar shall have the right, with your concurrence, to use your name and likeness in print, video, photograph or through any other media for promotion and publicity purposes in association with its business.
- (c) **Governing Law.** This Agreement will be governed by the laws of the Province of British Columbia and applicable federal laws of Canada without reference to principles of conflict of law.
- (d) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between Seastar and you relating to the specific subject matter of this Agreement and merges all prior discussions. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by an authorized representative of Seastar. Any subsequent change or changes in other terms of your employment including duties, salary or compensation, will not affect the validity, scope or application of this Agreement.
- (e) If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

You acknowledge and agree that you have read this Agreement and understand that the contents give rise to certain legal obligations on your behalf. You have been provided with the opportunity to obtain independent legal advice and are signing this Agreement voluntarily and without duress.

I acknowledge having read and understood the above terms and conditions.

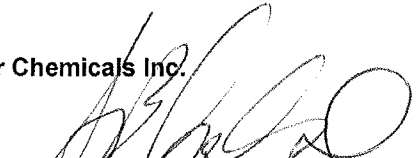
Employee

by:


Josh Dong

Seastar Chemicals Inc.

by:


Shelley Carlson – Human Resources

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS GOVERNING PROPERTY INFORMATION AND RIGHTS. IT IS SUPPLEMENTAL AND ADDITIONAL TO OTHER TERMS AND CONDITIONS GOVERNING YOUR EMPLOYMENT.

Schedule 'A'

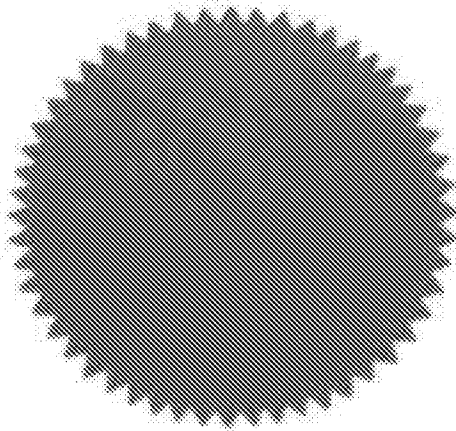


Number: BC0329779

**CERTIFICATE
OF
CHANGE OF NAME**

BUSINESS CORPORATIONS ACT

I Hereby Certify that SEASTAR CHEMICALS INC. changed its name to SEASTAR CHEMICALS ULC on January 27, 2017 at 03:24 PM Pacific Time.



ELECTRONIC CERTIFICATE

*Issued under my hand at Victoria, British Columbia
On January 27, 2017*

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada