

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YI-HSIEN HARRY TENG	04/01/2013
XIAN-YONG WANG	02/09/2018
STUART BRANDON GILLEY	01/19/2018
RECEIVING PARTY DATA	
Name:	GEORGIA-PACIFIC GYPSUM LLC
Street Address:	133 PEACHTREE ST NE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16770489
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	kristine.meeks@kochps.com
Correspondent Name:	GEORGIA-PACIFIC LLC
Address Line 1:	133 PEACHTREE ST NE
Address Line 4:	ATLANTA, GEORGIA 30303
ATTORNEY DOCKET NUMBER:	GP-2017-PAT-30685-US-PCT
NAME OF SUBMITTER:	KRISTINE MEEKS
SIGNATURE:	/Kristine Meeks/
DATE SIGNED:	06/12/2020
Total Attachments: 10	
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ASSIGNMENT

WHEREAS, We, **Yi-Hsien Harry Teng**, a citizen of Canada residing at 4830 Prestbury Drive, Suwanee, GA 30024; **Xian-Yong Wang**, a citizen of China residing at 2585 Dogwood Pond Road, Duluth, GA 30097; and **Stuart Brandon Gilley**, a citizen of the United States of America residing at 384 Ralph McGill Blvd., Unit 405, Atlanta, GA 30312 ("Assignors"), have invented certain new and useful invention for **"GYPSUM PANELS, SYSTEMS, AND METHODS"** for which U.S. Patent Application Number 62/596,236 was filed on December 8, 2017 (Docket Number: 30685*-USA); and

WHEREAS, **Georgia-Pacific Gypsum 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, any right to claim priority arising from or required for 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, to the full end of the term of the 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

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 do everything possible 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.

Yi-Hsien Harry Teng

State of _____


County of _____

This document was acknowledged before me by **Yi-Hsien Harry Teng** on the
_____ day of _____, 2018.

Signature of Notary Public

(SEAL)

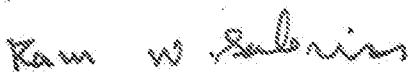
Expiration Date of Commission



Xian-Yong Wang

State of Georgia
County of Dekalb

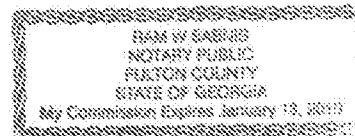
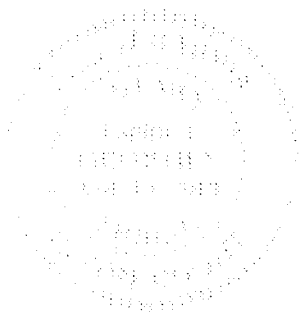
This document was acknowledged before me by Xian-Yong Wang on the 9th
day of February, 2018.



Signature of Notary Public
01/13/2019

Expiration Date of Commission

(SEAL)



Stuart B. Gilley
Stuart Brandon Gilley

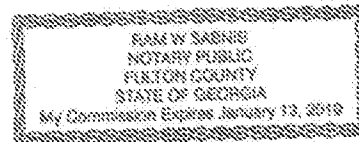
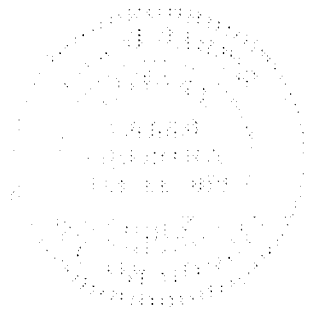
State of Georgia
County of DeKalb

This document was acknowledged before me by **Stuart Brandon Gilley** on the
19th day of January, 2018.

Ram W. Sabnis
Signature of Notary Public

01/13/2019
Expiration Date of Commission

(SEAL)



**EMPLOYEE CONFIDENTIAL INFORMATION, NONSOLICITATION, BUSINESS IDEAS
ASSIGNMENT and NON-COMPETE AGREEMENT**

THIS EMPLOYEE CONFIDENTIAL INFORMATION, NONSOLICITATION, BUSINESS IDEAS ASSIGNMENT and NON-COMPETE AGREEMENT (the "Agreement") is hereby entered into by and between GEORGIA-PACIFIC LLC, Delaware limited liability company (together with its subsidiaries and affiliates, either individually or collectively, "the Company") and Harry Teng (the "Employee"), in order to protect the valuable competitive information and business relationships of the Company.

FOR AND IN CONSIDERATION of Employee's employment with the Company, training, compensation, the Company's agreement to provide Employee with access to the Company's customers, Trade Secrets and Confidential Information, and other good and valuable consideration and in exchange for the mutual promises, covenants and agreements contained herein, the parties hereby enter into the following Agreement:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following respective meanings:
 - a. **"Business"** means the same or substantially similar duties to those performed in Employee's position as Research Engineer for the Company.
 - b. **"Protective Covenants"** means the covenants contained in Sections 2, 3, 4, 5 and 6 of this Agreement.
 - c. **"Material Contact"** means direct personal contact, or the supervision of the efforts of those who have direct personal contact, in furtherance of the Business of the Company.
 - d. **"Protected Territory"** means any geographic area in North America for which employee had job responsibilities during the last twelve (12) months of Employee's employment with the Company.
 - e. **"Competitor"** means another business, whether a person, entity or organization, that is in the same or substantially the same Business of the Company within the Protected Territory.
 - f. **"Confidential Information"** means all information, knowledge and data relating to the Company or its employees, customers, vendors, and/or suppliers, which is not generally known outside the Company and could be advantageous to Competitors, the disclosure of which would be detrimental to the Company's interests. Confidential Information may include, but is not limited to, (i) confidential or proprietary business plans, policies, strategies and philosophy, financial statements and information, prices and costs, suppliers, customers and customer requirements, marketing strategies and targets, the skills of Company employees, and the manner in which the Company provides products and services to its customers; (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, invented, developed, acquired, discovered, or investigated by the Company, whether or not used, invented, developed, acquired, discovered, or investigated by Employee while employed by the Company; (iii) salary and wage data,

protected health information or other medical data, social security numbers, home addresses and other identifying or confidential employee information; and (iv) information subject to the attorney/client privilege. Confidential Information shall not include any information, knowledge, or data that has been voluntarily disclosed by the Company (except where such disclosure has been made by the Employee without authorization), that has been independently developed and disclosed to the general public by others, or that otherwise entered the public domain by lawful means.

- g. "Business Ideas" means any and all ideas, inventions, innovations, improvements, discoveries, developments, method, processes, designs, analyses, drawings, reports, trademarks, trade names, logos, domain names, copyrights, derivative works or works of authorship, and similar or related information (whether or not patentable or copyrightable) that was developed during Employee's employment with the Company, except those satisfying all three of the following criteria: (i) unrelated to the Business of the Company; (ii) not originated, conceived, developed, produced or reduced to practice during Employee's working hours; and (iii) not originated, conceived, developed, produced or reduced to practice using any of the Company Trade Secrets or other Company resources or assets, such as, but is not limited to, the Company's tools, supplies, equipment, materials, computer systems, facilities/mills, Trade Secrets, Confidential Information, or employees.
- h. "Trade Secrets" means "trade secrets" as defined by applicable state law, which may include, but is not limited to, any technical or non-technical data, a formula, a compilation, a program, a device, a method, a technique, a process, a design, a drawing, financial data or plans, product plans, and list of actual or potential customers or suppliers that: (i) derives independent 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. Confidential Information, Trade Secrets and Return of Company Property.

- a. Employee acknowledges and agrees that, during Employee's employment with the Company, Employee may have access to Trade Secrets and/or Confidential Information and may use such Trade Secrets and Confidential Information only as required to perform Employee's job duties for the Company. Employee further agrees that Employee shall not (without the prior written consent of the Company), either directly or indirectly, use, copy, disclose, or otherwise distribute to any other person or entity (i) any Confidential Information garnered during Employee's employment with the Company; or (ii) any Trade Secret at any time such information constitutes a trade secret under applicable law. In the event that Employee is compelled to disclose Trade Secrets and/or Confidential Information by court order or subpoena, Employee agrees to give the Company immediate written notice *before* making such disclosure. Employee agrees that following termination of his employment, Employee will not use or disclose Confidential Information or Trade Secrets for so long as the information remains confidential and/or a trade secret under applicable law; Employee acknowledges that for purposes of this Agreement, information is entitled to treatment as Confidential Information or as Trade Secrets if Employee is the disclosing party, directly or indirectly, or is responsible for the disclosure in any way without the consent of the Company.
- b. Employee agrees that, promptly after Employee's employment with the Company ends, regardless of the reason (whether voluntary or involuntary), Employee shall deliver to the

Company all Trade Secrets, Confidential Information, and other Company property in Employee's possession, custody or control, including, but not limited to, all Business Ideas, memoranda, notes, books, records, plans, drawings, correspondence, plans, or other documents of whatever nature that may contain Trade Secrets or Confidential Information, that reflect know-how of the Company or that are otherwise Company property, and all Company-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cell phones, pagers and other property. Employee also agrees not to make, retain, conceal, or distribute any copies in any form of any written, printed or electronic information.

- c. Employee agrees that, at any time, Employee shall not 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 Employee or others.

3. Assignment of Business Ideas. Employee acknowledges and agrees that all Business Ideas that Employee conceives, creates, develops, makes, or reduces to practice, whether alone or in conjunction with others, during Employee's employment with the Company (including any period of employment with the Company before execution of this Agreement) belong exclusively to the Company, and are works made for hire. As such, Employee hereby assigns and agrees to assign to the Company all rights, titles and interests in all Business Ideas. Employee further agrees to disclose to the Company all Business Ideas and will fully cooperate with the Company to 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 Employee's employment with the Company ends). Moreover, Employee agrees to disclose to the Company in confidence all Business Ideas that Employee conceives, creates, develops, makes, or reduces to practice during the term of Employee's employment with the Company, regardless of whether Employee asserts such Business Ideas to be non-assignable under this Section 3. Employee further acknowledges and agrees that Employee will not acquire any right, title, or interest in the Company name or the Company brands under any circumstances whatsoever, and Employee agrees not to, at any time, assert or claim any interest in anything that may adversely affect the validity or enforceability of the Company trademarks, trade names, Confidential Information or other Company intellectual property rights.

Employee acknowledges having read and understood the following notice:

Employee is hereby notified that no assignment to the Company is required concerning any Business Ideas (a) for which no equipment, supplies, facility, Trade Secret or Confidential Information of the Company was used; (b) which were developed entirely on Employee's own time; (c) which do not relate (i) directly to the Business of the Company or (ii) to the Company's research or development; and (d) which do not result from any work performed by Employee for the Company.

4. Non-Competition.

- a. Employee agrees that during Employee's employment with the Company, (i) Employee shall devote all skill, knowledge, commercial efforts and business time to the conscientious and good faith performance of Employee's duties and

responsibilities to the Company to the best of Employee's ability and (ii) Employee shall not, either directly or indirectly, be employed by, render services for, or serve as an agent or consultant to any person, entity or organization other than the Company.

- b. Employee further agrees that during Employee's employment with the Company and for the period of twenty-four (24) months after Employee's employment with the Company ends, regardless of the reason (whether voluntary or involuntary), Employee shall not, in the Protected Territory, either directly or indirectly, engage in any activities that compete with the Business of the Company, including by performing for purpose of competing with the Company, the same or substantially similar job duties and/or responsibilities as those performed by the Employee for the Company during the last twenty-four (24) months of Employee's employment.
5. Non-Solicitation of Company Employees. Employee hereby acknowledges during his employment and for the twenty-four (24) months immediately after his employment with the Company ends for any reason, Employee shall not, directly or indirectly, solicit, recruit, induce, or assist any other person or entity in soliciting for employment any employee of the Company with whom Employee had Material Contact during the last two (2) years of his Employment with the Company.
6. Acknowledgments. Employee hereby acknowledges and agrees that the Protective Covenants contained in this Agreement are reasonable as to time, scope and territory given the Company's need to protect its business, personnel, Trade Secrets and Confidential Information. Employee acknowledges and represents that Employee has substantial experience and knowledge such that Employee can readily obtain subsequent employment which does not violate this Agreement.
7. Specific Performance. Employee acknowledges and agrees that any breach of any of the Protective Covenants by Employee will cause irreparable damage to the Company, the exact amount of which will be difficult to determine, and that the remedies at law for any such breach will be inadequate. Accordingly, Employee agrees that, in addition to any other remedy that may be available at law, in equity, or hereunder, the Company shall be entitled to specific performance and injunctive relief, without posting bond or other security to enforce or prevent any violation of any of the Protective Covenants by Employee.
8. Construction of Agreement. The Protective Covenants shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or provision in this Agreement shall be found unenforceable, it shall be severed and the remaining covenants and provisions enforced to the maximum extent reasonable.
9. Notice Obligations.
 - a. After Employee's employment with the Company ends, regardless of the reason (whether voluntary or involuntary), and if requested by the Company, Employee agrees to provide the Company with the following information: (i) name and address of new employer; (ii) name of supervisor; (iii) job title; and (iv) scope and responsibilities of new position.
 - b. Employee agrees that for a period of twenty-four (24) months after Employee's employment with the Company ends, regardless of the reason (whether voluntary or

involuntary), Employee will provide a copy of this Agreement to any potential new employer before accepting any position such potential employer.

10. Representations and Warranties.

- a. Employee hereby acknowledges that Employee is not a party to any agreement with any other company containing a confidentiality provision, non-competition provision, or other restrictive covenant that relates to the Business of the Company which Employee has not already disclosed to the Company in writing.
- b. Employee hereby acknowledges that Employee has had the opportunity to discuss with a lawyer of Employee's choosing any questions regarding this Agreement, that Employee fully understands the provisions of this Agreement, and that Employee has signed this Agreement of Employee's own free will in order to enjoy the benefits of employment with the Company and the other consideration recited above. Employee further understands and acknowledges that the Company would not provide Employee with access to its customers, Trade Secrets, and Confidential Information but for Employee's agreement to the Protective Covenants contained in this Agreement.

11. Remedies and Forum. Employee consents to, and waives any objection to, personal jurisdiction and venue in any federal and state courts having jurisdiction in any dispute arising out of the terms of this Agreement. The existence of any claim or cause of action by Employee against the Company, including any dispute relating to the termination of this Agreement, shall not constitute a defense to enforcement of said Protective Covenants by injunction.

12. Miscellaneous.

- a. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, modification, amendment, or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing and signed by an officer of the Company. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- c. This Agreement may not be assigned, in whole or in part, by Employee without the prior written consent of the Company, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
- d. This Agreement shall survive after Employee's employment with the Company ends, regardless of the reason (whether voluntary or involuntary), and shall be binding on and inure to the benefit of the Company and its respective successors and permitted assigns.
- e. This Agreement does not constitute a contract of employment and does not change Employee's status as an at-will employee of the Company.
- f. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof and, accordingly,

the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement on this 20th day of March, 2013. Employee acknowledges having carefully read and understands the provisions of this Agreement, and understands that Employee has the right to seek independent advice or to propose modifications prior to signing the Agreement.

"Company"

By:

Charles R. Hansen

Title:

VP Technology & Product Innovation

Employee

By:

HARRY TENG

Effective on the start date
April 1st, 2013