

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6286592

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRACY ARAKAKI	03/15/2010
RECEIVING PARTY DATA	
Name:	EMERALD BIOSTRUCTURES, INC.
Street Address:	7869 NE DAY ROAD WEST
City:	BAINBRIDGE ISLAND
State/Country:	WASHINGTON
Postal Code:	98110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17013326
CORRESPONDENCE DATA	
Fax Number:	(703)712-8525
<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:	(703) 712-8531
Email:	admin@medlerferro.com, docketing@medlerferro.com
Correspondent Name:	MEDLER FERRO WOODHOUSE & MILLS PLLC
Address Line 1:	8201 GREENSBORO DRIVE
Address Line 2:	SUITE 1060
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	1089-0007US2
NAME OF SUBMITTER:	CYNTHIA M. BOUCHEZ
SIGNATURE:	/Cynthia M. Bouchez/
DATE SIGNED:	09/08/2020
Total Attachments: 6	
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**EMPLOYEE CONFIDENTIALITY,
INVENTION ASSIGNMENT AND
NON-COMPETE AGREEMENT**

THIS EMPLOYEE CONFIDENTIALITY, INVENTION ASSIGNMENT AND NON-COMPETE AGREEMENT ("Agreement") is made as of 3-15-2010 between Emerald BioStructures, Inc. or one of its subsidiaries (a company, partnership or joint venture in which Emerald BioStructures, Inc. owns or controls more than 50% equity interest) and affiliated companies (a company, partnership or joint venture where Emerald BioStructures, Inc. and such entity are under common control or which is an entity which owns more than 50% equity interest of Emerald BioStructures, Inc.) (collectively, the "Company"), and TRACY ARAKAKI (the Employee").

In consideration of the Employee's employment or continued employment by the Company, the Employee hereby agrees as follows

1. **CONFIDENTIAL INFORMATION DEFINED.** "Confidential Information" means trade secrets, proprietary information, and confidential knowledge and information which includes, but is not limited to, matters of a technical nature (such as discoveries, ideas, concepts, designs, drawings, specifications, techniques, models, diagrams, test data, scientific methods and know-how), and matters of a business nature (such as the identity of customers and prospective customers, the nature of work being done for or discussed with customers or prospective customers, suppliers, marketing techniques and materials, marketing and development plans, pricing or pricing policies, financial information, plans for further development, and any other information of a similar nature not available to the public). Confidential Information does not include information that: (i) has been voluntarily disclosed by the Company to the public, (ii) has been independently developed by a third party, (iii) is lawfully disclosed by a third party who does not have non-use or non-disclosure obligations to the Company, or (iv) that otherwise enters the public domain through lawful means.

2. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE COMPANY.** Employee acknowledges that: a) during the period of Employee's employment with the Company, Employee has had or will have access to Confidential Information of the Company; b) Confidential Information that comes into the Employee's possession by reason of Employee's employment is the property of the Company who derives independent economic value, either actual or potential, from such Confidential Information as a result of such Confidential Information not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from the use or disclosure of such Confidential Information. Therefore, Employee agrees that both during and after the period of Employee's employment with the Company, Employee shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information of the Company to any person or entity, or (b) use any Confidential Information of the Company for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Employee's work for the Company or solely for the benefit of the Company.

3. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF OTHERS.** Employee acknowledges that, during the period of Employee's employment with the Company, Employee may have had or will have access to Confidential Information of third parties who have given the Company the right to use such Confidential Information, subject to a non-disclosure agreement between the Company and such third party. Therefore, Employee agrees that both during and after the period of Employee's employment with the Company, Employee shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information of such third parties to any person or entity, or (b) use any Confidential Information of such third parties for any purpose or for the benefit of any person or entity, except as may be necessary for the purposes of any project or transaction with such third party.

4. **PROPERTY OF THE COMPANY.** Employee acknowledges and agrees that all Confidential Information of the Company and all reports, drawings, blueprints, data, notes, and other documents and records, whether printed, typed, handwritten, videotaped, transmitted or transcribed on data files or on any other type of media, made or compiled by Employee, or made available to Employee, during the period of Employee's employment with the Company (including the period prior to the date of this Agreement) concerning the Company's Confidential Information are and shall remain the Company's property and shall be delivered to the Company immediately upon the termination of such employment with the Company or at any earlier time on request of the Company. Employee shall not retain copies of such Confidential Information, documents and records.

5. **PROPRIETARY NOTICES.** Employee shall not, and shall not permit any other person to, remove any proprietary or other legends or restrictive notices contained in or included in any Confidential Information.

6. **INVENTIONS.**

(a) Employee shall promptly, from time to time, fully inform and disclose to the Company in writing all inventions, copyrightable material, designs, improvements and discoveries of any kind which Employee now has made, conceived or developed (including prior to the date of this Agreement), or which Employee may later make, conceive or develop, during the period of Employee's employment with the Company, which pertain to or relate to the Company's business or any of the work or businesses carried on by the Company ("Inventions"). This covenant applies to all such Inventions, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection; and whether or not they are conceived and/or developed by Employee alone or with others; and whether or not they are conceived and/or developed during regular working hours; and whether or not they are conceived and/or developed at the Company's facility or not.

(b) All Inventions shall be the sole and exclusive property of the Company, and shall be deemed part of the Confidential Information of the Company for purposes of this Agreement, whether or not fixed in a tangible medium of expression. Employee hereby assigns all Employee's rights in all Inventions and in all related patents, copyrights and

trademarks, trade secrets and other proprietary rights therein to the Company. Without limiting the foregoing, Employee agrees that any copyrightable material shall be deemed to be "works made for hire" and that the Company shall be deemed the author of such works under the United States Copyright Act, provided that in the event and to the extent such works are determined not to constitute "works made for hire", Employee hereby irrevocably assigns and transfers to the Company all right, title and interest in such works.

(c) Employee shall assist and cooperate with the Company, both during and after the period of Employee's employment with the Company, at the Company's sole expense, to allow the Company to obtain, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the Inventions. Employee shall sign such documents, and do such things necessary, to obtain such protection and to vest the Company with full and exclusive title in all Inventions against infringement by others. Employee hereby appoints the Secretary of the Company as Employee's attorney-in-fact to execute documents on Employee's behalf for this purpose.

(d) Employee shall not be entitled to any additional compensation for any and all Inventions made during the period of Employee's employment with the Company.

7. COVENANT NOT TO COMPETE. Employee and the Company agree that competitive use and knowledge of any Confidential Information would substantially and irreparably injure the Company's business, prospects and good will. Employee and the Company also agree that the Company's business is global in nature due to the type of products and/or services being provided. Therefore, Employee agrees that during the period of Employee's employment with the Company and for a period of one (1) year thereafter, Employee shall not, directly or indirectly:

- (i) serve as a partner, employee, researcher, consultant, officer, director, manager, agent, associate, investor, or otherwise, for, or
- (ii) own, purchase, organize or take preparatory steps for the organization of; or
- (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with,

any business in competition with or otherwise similar to the Company's business. Additionally, Employee shall not engage in or participate in any business conducted under any name that shall be the same as or similar to the name of the Company or any trade name used by the Company. The non-competition obligations set forth in this Section 7 shall not apply in the event Employee is terminated by Employer without cause.

Employee acknowledges that the foregoing geographic, activity and time limitations contained in this Section 7 are reasonable and properly required for the adequate protection of the Company's Confidential Information and business. In the event that any such geographic, activity or time limitation is deemed to be unreasonable by a court, Employee agrees to comply with any modification to the geographic, activity or time limitation as set forth herein as the court shall deem reasonable. In the event that Employee is in violation of the aforementioned restrictive covenant, then the time limitation thereof shall be extended for a period of time equal to the pendency of such proceedings, including appeals.

8. COVENANT NOT TO SOLICIT. Employee agrees that, during the period of Employee's employment with the Company and for a period of one (1) year thereafter, that Employee shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity):

(a) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of the Company to terminate his or her employment or consulting relationship with the Company, or to breach any other obligation to the Company; or

(b) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between the Company and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of the Company.

Employee acknowledges that the foregoing limitations contained in this Section 8 are reasonable and properly required for the adequate protection of the Company's Confidential Information and business. In the event that any such limitation is deemed to be unreasonable by a court, Employee agrees to comply with any modification to the limitations set forth herein as the court shall deem reasonable. In the event that Employee is in violation of the aforementioned restrictive covenant, then the time limitation thereof shall be extended for a period of time equal to the pendency of such proceedings, including appeals.

9. REPRESENTATIONS. Employee represents that Employee has the right to enter into this Agreement, and that Employee's performance of all the terms of this Agreement and his duties as an employee of the Company will not breach any confidential information agreement, non-competition agreement or other agreement with any former employer of his services, either as an employee, consultant, contractor or independent contractor, or with any other party. Employee represents that Employee will not disclose to the Company any trade secrets or confidential or proprietary information of any third party that are not generally available to the public.

10. NOTIFICATIONS AFTER TERMINATION OF EMPLOYMENT. In order for the Company to obtain such information as may be necessary to protect its Confidential Information, for the duration of the period set forth in Paragraphs 7 and 8, Employee agrees to provide the Company with notice of any subsequent employment, including the name and address of the subsequent employer. Further, the Employee hereby authorizes the Company to notify others, including but not limited to customers of the Company and any of Employee's future employers, of the terms of this Agreement and Employee's responsibilities under this Agreement.

11. SPECIFIC PERFORMANCE. Employee acknowledges that money damages alone would not adequately compensate the Company in the event of a breach or threatened breach by Employee of this Agreement, and that, in addition to all other remedies available

to the Company at law or in equity, the Company shall be entitled to injunctive relief for the enforcement of its rights and to an accounting of profits made during the period of such breach.

12. NO RIGHTS GRANTED. Employee understands that nothing in this Agreement shall be deemed to constitute, by implication or otherwise, the grant by the Company to the employee of any license or other right under any patent, patent application or other intellectual property right or interest belonging to the Company. This Agreement is not an agreement with the Company for employment of any specific period or duration, Employee's employment being "at will" and may be terminated by either the Company or the Employee at any time for any reason or for no reason whatsoever.

13. SEVERABILITY. Each of the covenants provided in this Agreement are separate and independent covenants. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflict of law rules.

15. SUPERSEDES OTHER AGREEMENTS. This Agreement contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

16. AMENDMENTS. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated in whole or in part except by an instrument in writing, agreed to and signed by the Employee and a duly authorized officer of the Company.

17. ACKNOWLEDGEMENTS. THE EMPLOYEE ACKNOWLEDGES THAT (i) THE EMPLOYEE HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT; (ii) THE EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS AND TO SEEK THE ADVICE OF COUNSEL OF EMPLOYEE'S SELECTION; (iii) THE EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT, THE ORIGINAL OF WHICH WILL BE RETAINED IN THE EMPLOYEE'S PERSONNEL FILE; AND (iv) THE EMPLOYEE'S OBLIGATIONS UNDER THIS AGREEMENT SURVIVE THE TERMINATION OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY FOR ANY REASON.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Emerald BioStructures, Inc.

By (sign): Angela Clark

Name: Angela Clark

Title: Manager of Administrative Operations

WITNESS OR ATTEST:

EMPLOYEE (sign): Tracy Arakaki

Name: TRACY ARAKAKI

Address:

