

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6708148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
NATALIA TKACHENKO	04/26/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	TRIMEL BIOPHARMA INC.
<b>Street Address:</b>	10 CARLSON COURT
<b>City:</b>	ETOBIOCOKE, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M9W 6L2

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Application Number:	16905610
Application Number:	16532776
Application Number:	16275633
Application Number:	16044903
Application Number:	15856156
Application Number:	15599316
Application Number:	15284479
Application Number:	15045208
Application Number:	14753552
Application Number:	14536130
Application Number:	14215882
Application Number:	61802297

**CORRESPONDENCE DATA**

Fax Number: (954)725-1282

*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.*

Phone: 9549393362

Email: IPDOCKETING@LEWISBRISBOIS.COM

Correspondent Name: LEWIS BRISBOIS BISGAARD &amp; SMITH LLP

Address Line 1: 633 WEST 5TH STREET

Address Line 2: SUITE 4000

PATENT

**Address Line 4:** LOS ANGELES, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 48675-4430US

**NAME OF SUBMITTER:** HOWARD M. GITTEN

**SIGNATURE:** /HOWARD M. GITTEN/

**DATE SIGNED:** 05/13/2021

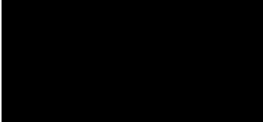
**Total Attachments: 7**

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TRIMEL  
BIOPHARMA

April 19, 2011



Offer of Employment

Dear Ms. Tkachenko:

Trimel BioPharma Inc. ("Trimel") is pleased to offer you the following contract for employment:

**Contract or Full Time:** Full Time  
**Position:** Director of Clinical - Nasal Products  
**Department:** Technical Operations  
**Reporting:** Operations – Wayne Kreppner Vice President Regulatory, Technical Operations  
**Compensation:** Cdn \$ [REDACTED] bi-monthly less any statutory deductions  
**Benefits:** Eligible for Benefits  
**Vacation:** 10 days annually  
**Start Date:** May 2, 2011

Trimel is pleased to offer you this full time position with the company.

If you are in agreement with the foregoing, please execute this Agreement where indicated below and execute each of the attached Schedules.

Trimel BioPharma Inc.  
[REDACTED]



**TRIMEL  
BIOPHARMA**

Sincerely,

Wayne Kreppner  
Vice President, Regulatory and Technical Operations

Accepted and Agreed this 26 day of April, 2011

Natalia Tkachenko

Witness

Trimel BioPharma Inc.



## SCHEDULE A

### CONTRACT TERMS AND CONDITIONS

- 1.1 The Employee covenants and agrees that all records, material, information and copies thereof and all trade secrets concerning the business and affairs of the Company obtained by the Employee in the course of the provision of the consulting services pursuant to this Agreement or prior to the execution of this Agreement shall remain the exclusive property of the Company. The Employee shall not divulge the contents of such records or any material or information or trade secrets to any person other than to the Company and shall not, following the termination of this Agreement for any reason, use the contents of such records, material and information or trade secrets for any purpose whatsoever. The foregoing provisions of this Section 1.1 shall not apply to any confidential information of the Company obtained by the Employee independent of its relationship with the Company or which becomes known to the public or to the competitors of the Company otherwise than by a breach of this Agreement by the Employee. Under no circumstances shall the Employee remove any books, records or documents or copies thereof (whether or not confidential) from the Company's office nor shall the Employee make any copies of any such books, records or documents or copies thereof for use outside the Company's office, except as specifically authorized by an officer of the Company. Notwithstanding any provision to the contrary in this Agreement, the terms of this Section 1.1 shall survive for a period of five years after the termination of this Agreement.
- 1.2 The Employee agrees that he will not during the term of this Agreement and for a period of one (1) year following the termination of this Agreement anywhere in the world and for any reason serve as an executive, officer, director, employee or in any consulting or advisory capacity with any firm, trust, partnership, association, syndicate or corporation that directly competes with the Company.
- 1.3 The Employee acknowledges that a breach of any of the provisions in the Schedule A will give rise to irreparable harm and injury non-compensable in damages. Accordingly, the Company may seek and obtain injunctive relief, against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies which may be available. The Employee further jointly and severally acknowledges and agrees that the enforcement of a remedy hereunder by way of injunction will not prevent the Employee from earning a reasonable livelihood. The Employee acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.
- 1.4 Unless indicated otherwise, the provisions of this Schedule A shall survive the termination of this Agreement for the period of one (1) year and shall be enforceable notwithstanding the existence of any claim or cause of action of the Employee against the Company whether predicated upon this Agreement or otherwise

- 1.5 If a court of competent jurisdiction would otherwise declare any portions of this Schedule void or unenforceable in the circumstances, such portions of this Schedule shall be reduced in scope, territory and/or duration of time to such an extent that such court would hold the same to be enforceable in the circumstances. The portions of this Schedule with respect to scope, territory and duration shall be separate and distinct and fully severable without affecting the enforceability of the entire section.
- 1.6 The Employee acknowledges that he will have access to the confidential and proprietary information of the Company. The Employee shall not during the term of this Agreement or within one (1) year thereafter, directly or indirectly:
- (a) attempt to have any employee of the Company or its affiliates cease their employment or consulting relationship;
  - (b) hire any employee or Employee of the Company or its affiliates;
  - (c) solicit or divert any business away from the Company or its affiliates; or
  - (d) induce or persuade any customer/client, potential customer/client, supplier, agent or other person under contract or otherwise associated or doing business with the Company or its affiliates to reduce or alter any such association or business with the Company or its affiliates.
- 1.7 Without intending to limit the remedies available to the Company, the Employee acknowledges that damages at law would be an insufficient remedy to the Company in view of the irreparable harm which will be suffered if the Employee violates the terms of this Schedule hereof, and agrees that the Company may apply for and have injunctive relief in any court of competent jurisdiction specifically to enforce any such covenants upon the breach or threatened breach of any such provisions, or otherwise specifically to enforce any such covenants and hereby waives all defences to the strict enforcement thereof by the Company.

## **2 INVENTIONS, DISCOVERIES, INDUSTRIAL DESIGNS, ETC.**

- 2.1 If during the performance of any services for the Company the Employee should (either by themselves or jointly or severally with any other person):
- (a) conceive or make any invention or discovery (or any improvement relating to any existing invention or discovery), whether patentable or not;
  - (b) create any design capable of being protected as an industrial design, design patent or other design protection;
  - (c) create or author of any work in which copyright may exist including without limitation any literary or artistic work;

- (d) create, generate or develop any information, knowledge, data or ideas which may be capable of being protected as confidential information or a trade secret;
- (e) create or develop any other information, knowledge, data or idea that may be considered intellectual property;

relating directly or indirectly in any way to the business, products, services or operations of the Company or any affiliate of the Company, all of the foregoing collectively "Intellectual Property", such Intellectual Property shall be deemed to be the exclusive property of the Company. The Employee hereby agrees to unconditionally assign, transfer and convey to the Company (and hereby unconditionally assigns, transfers and conveys to the company) all of the Employee's worldwide right, title and interest in and to all such Intellectual Property without further compensation. The provisions of this Section 2.1 shall not apply to any invention, discovery, improvement, design, copyright, information, data, or ideas known to the Employee prior to the date of this Agreement.

- 2.2 The Employee shall during the term of the Employee's consulting relationship with the Company promptly disclose to the Company all details and information related to any such Intellectual Property created, developed, generated or discovered by the Employee and to execute, on demand without further compensation, any applications, assignments, moral rights waivers and other documents as the Company may consider necessary or advisable for the purpose of vesting in the Company or its designate full title to and enjoyment of such Intellectual Property, and to assist in every way possible in the preparation and prosecution of applications for the registration of intellectual property rights relating thereto and in any and all acts undertaken to perfect, exploit, protect and enforce said Intellectual Property and the use thereof.
- 2.3 The Employee shall only use the Intellectual Property for the benefit of the Company or as the Company may direct from time to time and for no other purpose.

### 3 GENERAL PROVISIONS

- 3.1 The Employee shall indemnify the Company and save it harmless from and against any and all claims, actions, damages liabilities and expenses arising out of or in connection with a breach of any kind by the Employee of any provisions, covenants, conditions, and warranties contained in this Agreement.
- 3.2 The Company shall indemnify the Employee and save it harmless from and against any and all claims, actions, damages, liabilities and expenses arising out of or in connection with a breach of any kind by the Company of provisions, covenants, conditions, and warranties contained in this Agreement.

- 3.3 Article 1 (Employee's Covenants) and 2 (Inventions, Discoveries, Industrial Designs, etc.) shall survive the termination of this Agreement regardless of the manner of such termination.
- 3.4 This Agreement constitutes the entire agreement between the parties relating to the subject matter herein contained. Except as otherwise expressly provided herein, this Agreement may not be amended, modified or expanded without the written consent of both parties.
- 3.5 The waiver of any right herein set forth by either party applies only as to the right specifically waived and shall not be construed as a waiver of the same right at a future time or as a waiver of any other right of an identical or substantially similar nature herein provided.
- 3.6 All notices, calculations, payments or other communications required or permitted to be given under or by reason of this Agreement shall be in writing, shall be delivered personally or sent by facsimile transmission or registered mail, postage prepaid, addressed as follows:

(a) if to the Company:

Trimel BioPharma Inc.,  
10 Carlson Court  
Etobicoke, Ontario  
M9W 6L2

Attention: Vice President Finance and Administration

[REDACTED]

(b) if to the Employee:

Natalia Tkachenko

[REDACTED]

or to such other address as may be given by either of them to the other in writing from time to time. Such notices, calculations, payments or other communications shall be deemed to have been received when delivered or if mailed, payments and calculations shall be deemed to have been made on the date of mailing and other notices and communications on the seventh business day after the mailing thereof, provided that if any such notice, calculation, payment and/or other communication shall be interrupted by strikes or other irregularities such notice, calculation, payment or other communication shall be deemed to have been received on the seventh business day following the resumption of normal mail service. Such notices, calculations and/or other communications, if sent by facsimile transmission shall be deemed to have been received on the date upon which an acknowledgement of receipt is received from the addressee.




- 3.7 Any question relating to this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 3.8 All headings and titles in this Agreement and the division of this Agreement into Articles, sections, paragraphs and subparagraphs are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 3.9 This Agreement shall enure for the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. But neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assignable by either party without the prior written consent of the other party which consent may be arbitrarily or unreasonably withheld.
- 3.10 Each party shall promptly, at the request of the other from time to time, do all acts and things and execute and deliver all such instruments as may reasonably be required in order to fully and completely give effect to the provisions of this Agreement.
- 3.11 Words importing the singular number shall include the plural and vice versa. Words importing one gender shall include the other gender. Words importing persons include corporations, associations, firms, partnerships and other bodies.
- 3.12 For the purposes of this Agreement. "person" includes any individual, partnership, corporation or any combination thereof and "affiliate" shall have the meaning as defined in the *Canada Business Corporations Act* as amended.
- 3.13 All references to dollar amounts herein are expressed in terms of lawful money of Canada unless otherwise specifically provided.
- 3.14 The Employee acknowledges that he is a contract employee and is not eligible for benefits. The Employee further acknowledges that his contract may be terminated at any time and without notice.
- 3.15 The Employee acknowledges that he is aware that it/he has the right to obtain independent legal advice before signing this Agreement. The Employee hereby acknowledges and agrees that either such advice has been obtained or that he does not wish to seek or obtain such independent legal advice.
- 3.16 Time shall be of the essence of this Agreement and every part thereof.

**IN WITNESS WHEREOF** the Employee acknowledges and agrees to be bound by the foregoing


Witness

Natalia Tkachenko

Per

  
\_\_\_\_\_

Per

  
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