## 506995805 11/24/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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EPAS ID: PAT7042645

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIDENTIALITY, WORK PRODUCT AND NON-SOLICITATION AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
KOLE KOTTMEIER	08/06/2018

#### **RECEIVING PARTY DATA**

Name:	INA ACQUISITION CORP.
Street Address:	2711 CENTERVILLE ROAD, SUITE 400
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	63092153
Application Number:	17451118

#### **CORRESPONDENCE DATA**

**Fax Number:** (314)863-9388

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:** 314-863-0800

**Email:** stl.uspatents@stinson.com

Correspondent Name: STINSON LLP

**Address Line 1:** 7700 FORSYTH BLVD., SUITE 1100

Address Line 4: ST. LOUIS, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	INSI 4786.US	
NAME OF SUBMITTER:	KIM SCHIMWEG	
SIGNATURE:	/Kim Schimweg/	
DATE SIGNED:	11/24/2021	

#### **Total Attachments: 6**

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# 2017 CONFIDENTIALITY, WORK PRODUCT and NON-SOLICITATION AGREEMENT (U.S.)

The individual signing this Agreement (referred to in this Agreement using the terms "T", "my", "me" or a similar term) is an employee of Aegion Corporation, or one of its subsidiaries or affiliates (as defined below) (referred to in this Agreement collectively as "Aggion"). In order to perform and carry out certain of my duties for Aegion, I will be granted, under and pursuant to a relationship of trust and confidence, access to and learn of information that constitutes confidential, proprietary and/or trade secret information of Aegion that is of a highly sensitive and confidential nature. I acknowledge that Aegion has a legitimate interest in protecting its trade secrets, its confidential information, and its customer and employee relationships, which are valuable assets. Because I have access to such secrets, information and relationships, the restrictions contained in this Agreement are reasonable restraints on my activities and do not unduly restrict my ability to obtain future employment. I am signing this Agreement voluntarily (a) as a condition of employment (new or rehire), (b) as a condition of receiving a grant under the Aegion Corporation 2016 Employee Equity Incentive Plan (and pursuant to and as a part of any award agreement I may sign in connection with issuance of an award under that plan), (c) as a condition of participating in an annual incentive plan or sales incentive plan, and/or (d) in order that I may contemporaneously receive confidential Aegion Information (as defined below). As such. Aggion has provided me with adequate consideration to sign this Agreement,

"Affiliate" means any company, corporation or other entity controlled by, in control of, or under common control with Aegion.

Initials: 12.22

Revised May 2017

Page 1 of 6

REDACTED

## 3. Aegion's Ownership of Work Product

All Work Product (as defined below) shall be conclusively deemed to be conceived, made, developed, reduced to practice, prepared or otherwise created within the scope of Aegion's business and shall, as between Aegion and me, be "work made for hire" and the sole property of Aggion. Thereby irrevocably assign to Aggion all exclusive right, title and interest of whatever nature that I may have in and to Work Product. I shall promptly and fully disclose in writing to my immediate supervisor at Aegion all Work Product. I shall, at the expense of and on behalf of Aegion, do all reasonable acts and things requested by Aegion to obtain, establish, preserve and protect Aegion's rights and interests in Work Product, including but not limited to, preparing and signing such documents as Aegion may deem necessary for it, or its nominee, to obtain and maintain patents, copyrights, trade secrets, trademarks and service marks, within the United States of America and elsewhere, including but not limited to assignments and other documents that Aegion might require. My obligations under this paragraph shall be in effect at all times while working for Aegion and at all times thereafter, and shall be binding upon my assigns, executors, administrators and other legal representatives. I further covenant and agree that it shall be conclusively presumed that any Work Product described by me in a patent, service mark, trademark, or copyright application, disclosed by me in any manner to a third person, or created by me or any person with whom I have any business, financial or confidential relationship, within one (1) year after cessation of my employment with Aegion, was conceived or made by me during the period of employment by Aegion and that such Work Product is the sole property of Aegion.

"Work Product" means any invention, idea, discovery, product, development, design, technique, improvement, enhancement or other product, whether tangible or intangible, which, in

Revised May 2017 Page 2 of 6 Initials:

**REDACTED** 

whole or in part: (a) is conceived, made, developed, reduced to practice, prepared or otherwise created by me during the term of my employment for Aegion and (b) results from my work for Aegion or relates to Aegion's business or its actual or demonstrably anticipated research or development.

Initials:

Revised May 2017

Page 3 of 6

7. General Provisions

Revised May 2017

Page 4 of 6

Initials: LL

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Revised May 2017

Page 5 of 6

Initials: KK

g) This Agreement shall inure to the benefit of Aegion, its successors and assigns. This Agreement shall survive the termination of my employment. This Agreement may not be amended or modified, and none of Aegion's rights may be waived, except in a writing signed by me and an Aegion Corporation executive officer. The captions used in this Agreement do not limit the scope of the provisions.

IN WITNESS WHEREOF, the undersigned Employee has signed this Agreement on the date indicated below.

region Corporation along with its	Employee:
7988 Edison Avenue Chesterfield, MO 63005 PH: 636-530-8000	
By:	M/
Mark A. Menghini Senior Vice President General Counsel & Secretary	(signature) Kele Kottmen 8/6/12
Date:	(printed name)  Date:

Revised May 2017

**RECORDED: 11/24/2021** 

Page 6 of 6

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