

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT7107261

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KATIE ROSELAAR	04/28/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CROWN PACKAGING UK PLC	
<b>Street Address:</b>	BORLAND AVENUE	
<b>Internal Address:</b>	BOTCHERBY, CARLISLE	
<b>City:</b>	CUMBRIA	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	CA1 2TL	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17423641
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(215)568-3439	
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	102070.006977	
<b>NAME OF SUBMITTER:</b>	VALERIE CHICCHI	
<b>SIGNATURE:</b>	/Valerie Chicchi/	
<b>DATE SIGNED:</b>	01/06/2022	
<b>Total Attachments: 14</b>		
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# EVERSHEDS

Dated 28<sup>th</sup> April 2014

- (1) Crown Packaging UK PLC
- (2) **Katie Roselaar**

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Confidentiality and Intellectual Property Agreement

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28 April 2014 fletchm

**PATENT**  
**REEL: 058649 FRAME: 0957**

THIS AGREEMENT is made the 28<sup>th</sup> day of April 2014.

**BETWEEN**

- (1) Crown Packaging UK PLC whose registered office is at Sorland Avenue, Botcherby, Carlisle, Cumbria, CA1 2TL (the "Company") and
- (2) Katie Roselaar of 50 Russell Road, Newbury, Berks, RG14 5LA.

WHEREBY IT IS AGREED as follows:

**1. Recitals**

- 1.1 You acknowledge that, in the ordinary course of your employment, you will be exposed to information about the business of the Company and other Group Companies, as well as information about the Company's and the Group's suppliers and customers. You recognise that the Company and the Group's business is the design, manufacture and sale of food, beverage, aerosol, health and beauty, automotive and household containers, closures and packaging as well as the design, maintenance, manufacture and/or sale of machinery or equipment to manufacture such products. This information amounts to a trade secret, is confidential or is commercially sensitive and may not be readily available to others engaged in a similar business to that of the Company or any of the Group Companies or to the general public. If this information is disclosed, it would be liable to cause significant harm to the Company or other Group Companies.
- 1.2 You further acknowledge that you are being given access to, and the opportunity to develop, customer and other business relationships on behalf of the Company and/or Group Companies and you will from time to time receive specialised training from the Company.
- 1.3 You are being given access to such information, trade secrets and these business relationships and training in consideration of your agreement to be bound by this Agreement. You acknowledge that the Company and/or Group Companies would not provide you with access to such information, trade secrets, customer and business relationships, training and the goodwill associated with its ongoing business in the absence of this Agreement. You agree to enter into the Agreement by executing and delivering it as a deed and you acknowledge that you will be bound by its terms from the date of execution and delivery. You further acknowledge that you have had an opportunity to take independent advice in relation to this Agreement.

2. **Confidentiality**

2.1 You will not during the period of your employment with the Company obtain or seek to obtain any financial advantage (direct or indirect) from the disclosure of information acquired by you in the course of your employment with the Company.

2.2 You will not either during your employment (including without limitation any period of exclusion pursuant to clause 5 of this Agreement) or after its termination without limit in time for your own purposes or for any purposes other than those of the Company or any Group Company (for any reason and in any manner) use or divulge or communicate to any person, firm, company or organisation, except to officials of any Group Company who are entitled to know, any Confidential Information acquired or discovered by you in the course of your employment with the Company relating to the private affairs or business of the Company or any Group Company or their suppliers, customers, management or shareholders.

2.3 The restrictions contained in this clause do not apply to:

2.3.1 any disclosure authorised by the Company or required in the ordinary and proper course of your employment or required by the order of a court of competent jurisdiction or by an appropriate regulatory authority or as otherwise required by law;

2.3.2 any information which you can demonstrate is in the public domain otherwise than as a result of a breach by you of this Agreement; or

2.3.3 protected disclosures made pursuant to and in accordance with the Public Interest Disclosure Act 1998 and/or any policy on disclosure operated by the Company from time to time.

2.4 The provisions of this clause 2 are without prejudice to your duties and obligations to be implied into the Contract of Employment at common law.

2.5 For the purposes of this clause and by way of illustration, information will be considered by the Company to be secret and confidential ("Confidential Information") if it relates to:

2.5.1 research and development including test results;

2.5.2 products and services, including product or service plans;

2.5.3 suppliers and their production and delivery capabilities;

2.5.4 customers and details of their particular requirements or preferences;

- 2.5.5 costings, profit margins, discounts, rebates and other financial information;
- 2.5.6 selling, marketing and brand strategies and tactics;
- 2.5.7 business plans, strategies and tactics;
- 2.5.8 product design, development and maintenance;
- 2.5.9 machinery and equipment design, development and maintenance;
- 2.5.10 current activities and current and future plans relating to all or any of development, production or sales including the timing of all or any such matters;
- 2.5.11 the development of new products and/or new lines of business;
- 2.5.12 production or design secrets;
- 2.5.13 technical design or specifications of the Company's Products or Services;
- 2.5.14 remuneration and benefit strategies for all employees; and
- 2.5.15 career path and appraisal details for all employees.

### 3. **Intellectual property rights**

3.1 Without prejudice to the provisions of the Patents Act 1977, the Copyright Designs and Patents Act 1988 and any other applicable legislation:

- 3.1.1 You must immediately disclose to the Company full details of any Intellectual Property;
- 3.1.2 if the rights in the Intellectual Property belong to the Company or are capable of doing so, you will act as trustee for the Company in relation to them;
- 3.1.3 if requested by the Company whether during your employment or after the Termination Date you will at the expense of the Company do everything necessary (including executing documents) to:
  - (i) protect all current and future rights in the Intellectual Property (by applying for letters patent or other appropriate form of protection) in the United Kingdom or any other part of the world;
  - (ii) vest, transfer or assign such protection or right as the case may be to the Company or its nominee with full title guarantee and the right to sue for past infringement and recover damages; and

- (iii) to provide all reasonable assistance as the Company may require to obtain, maintain or enforce rights to the Intellectual Property;

3.1.4 You hereby irrevocably and unconditionally waive in favour of the Company any moral rights conferred on you by the Copyright Designs and Patents Act 1988 in respect of any Intellectual Property right in which the copyright is vested in the Company under this clause or otherwise;

3.1.5 You hereby irrevocably authorise the Company to appoint a person to execute any documents and to do everything necessary to effect your obligations under this clause on your behalf.

#### 4. Restrictive covenants

4.1 You will not without the prior written consent of the Company directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise:

4.1.1 within the Restricted Employment Territory for a period of 12 months from the Termination Date be employed, engaged, concerned or interested in or provide technical, commercial or professional advice to any other business which supplies Relevant Products or Services in competition with the Company or any Relevant Group Company provided that this restriction does not apply to prevent you from: (i) undertaking duties or activities which are materially different from those undertaken by you during the Relevant Period in the performance of your duties hereunder; or (ii) holding shares or other securities in any company which is quoted, listed or otherwise dealt in on a recognised investment exchange or other securities market and which confer not more than four per cent. of the votes which could be cast at a general meeting of such company; and

4.1.2 within the Restricted Employment Territory for a period of 12 months from the Termination Date be employed, engaged, concerned or interested in any business which at any time during the Relevant Period has supplied services to the Company or any Relevant Group Company and/or do or attempt to do anything which causes or may cause the supplier to cease, alter or materially to reduce its supplies to the Company or any Relevant Group Company; or

4.1.3 within the Restricted Employment Territory for a period of 12 months from the Termination Date be employed, engaged, concerned or interested in any business which is or was at any time during the Relevant Period a Relevant Customer of the Company or any Relevant Group Company and/or do or

attempt to do anything which causes or may cause the Relevant Customer to cease or materially to reduce its orders or contracts with the Company or any Relevant Group Company; or

4.1.4 for a period of 12 months from the Termination Date so as to compete with the Company or any Relevant Group Company canvass, solicit or approach or cause to be canvassed, solicited or approached any Relevant Customer for the sale or supply of Relevant Products or Services or endeavour to do so; or

4.1.5 for a period of 12 months from the Termination Date so as to compete with the Company or any Relevant Group Company deal or contract with any Relevant Customer in relation to the sale or supply of any Relevant Products or Services, or endeavour to do so; or

4.1.6 or a period of 12 months from the Termination Date in connection with any business in or proposing to be in competition with the Company or any Relevant Group Company solicit, induce or entice away from the Company or any Relevant Group Company or employ, engage or appoint or in any way cause to be employed, engaged or appointed a Critical Person whether or not such person would commit any breach of his or her contract of employment or engagement by leaving the service of the Company or any Relevant Group Company; and

4.1.7 use or seek to register, in connection with any business, any name or internet domain name (URL) or other device which includes the name or device of the Company or any Group Company or any identical or similar sign.

4.2 Whilst the restrictions in this clause 4 (on which you have had an opportunity to take independent advice as you hereby further acknowledge) are regarded by the parties as fair and reasonable, it is hereby declared that each of the restrictions in this clause 4 is intended to be separate and severable. If any restriction is held to be unreasonably wide but would be valid if part of the wording (including in particular but without limitation the defined expressions referred to in clause 8) were deleted, such restriction will apply with so much of the wording deleted as may be necessary to make it valid.

4.3 The parties agree that the periods of restriction referred to in sub-clauses 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5 and 4.1.6 above will be reduced by one day for every day during which at the Company's direction and pursuant to clause 5 of this Agreement you have been excluded from the Company's premises and/or have not carried out any duties or have carried out duties other than your normal duties.



4.4 If you breach any of the provisions in this clause 4 the Company will be entitled by written notice to you to extend the period during which the provisions of clause 4 which have been breached apply by an equivalent period to that during which the breach or breaches have continued, such additional period to commence on the date on which the said period would have otherwise expired. You hereby agree that if the Company so extends the period of any such restriction, this will not prejudice the right of the Company to apply to the Courts for injunctive relief in order to compel you to comply with the provisions of this clause 4 and/or damages, as the case may be.

5. **Period of Exclusion**

5.1 After notice of termination has been given by either party pursuant to the Contract of Employment or if you seek to or indicate an intention to terminate your employment without notice, provided that you continue to be paid and enjoy your full contractual benefits until your employment terminates in accordance with the terms of this Agreement, the Company may in its absolute discretion without breaking the terms of this Agreement or giving rise to any claim against the Company or any Group Company for all or part of your notice period:

- (i) exclude you from the premises of the Company and/or any Group Company;
- (ii) require you to carry out specified duties (consistent with your status, role and experience) for the Company or to carry out no duties;
- (iii) announce to employees, and others as required that you have been given notice of termination or have resigned (as the case may be);
- (iv) instruct you not to communicate orally or in writing with suppliers, customers, employees, agents or representatives of the Company or any Group Company until your employment hereunder has terminated.

For the avoidance of doubt, your duties and obligations under the Contract of Employment and this Agreement and those to be implied at common law continue to apply during any period of exclusion pursuant to this Agreement.

5.2 During any period of exclusion pursuant to clause 5.1, you will be obliged to confirm in writing compliance with your obligations under clause 4 on request and shall provide it with such reasonable evidence of compliance as the Company may request

5.3 During any period of exclusion pursuant to clause 5.2, you will not be entitled to accrue any bonus award. Any untaken holiday entitlement accrued or likely to accrue under the Contract of Employment up to the Termination Date should be taken during the period of exclusion. You agree to notify the Company of any day or days during the period of

exclusion when you will be unavailable due to holiday and will endeavour to agree convenient holiday dates in advance with the Company.

**6. Duty to Notify of New Employment**

6.1 In order to enable the Company to protect its legitimate interests and to enforce its rights under this Agreement, you agree to notify your manager and/or the UK Director in writing of the identity of any prospective employer or business for which you wish to be employed, engaged, concerned or interested in or to which you wish to provide technical, commercial or professional advice during the period of restrictions referred to in clause 4.1 above together with details of the work which you wish to undertake and a brief description of your duties prior to accepting such employment. The Company will determine whether such proposed activity is in breach of this Agreement. You agree to provide the Company with all information it reasonably requests to make this determination. You should not accept the offer of employment or engagement until the Company has advised you of its determination. The Company agrees to advise you of its determination within a reasonable time, which will usually be 28 business days.

6.2 You agree that, if you apply for or are offered a new employment, appointment or engagement, before entering into any related contract you will bring the terms of this Agreement to the attention of a third party proposing directly or indirectly to employ, appoint or engage you.

6.3 You agree that the Company shall be entitled to disclose the terms of this Agreement to any third party with or by whom you are employed, engaged or otherwise interested or connected (as is appropriate) in order to protect the interests of either the Company and/or the Group.

**7. Return of Company Property**

On the termination of your employment (or earlier if requested) you will immediately deliver up to the Company all property (including but not limited to documents and software, credit cards, mobile telephone, computer equipment, facsimile machine, keys and security passes) belonging to it or any Group Company which is in your possession or under your control. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, discs, files, reports, minutes, plans, records, documentation or any other medium for storing information. Your obligations under this clause include the return of all copies, drafts, reproductions, notes, extracts or summaries (however stored or made) of all documents and software.

**8. Miscellaneous**

- 8.1 The Company has entered into this Agreement as agent for and trustee of all Relevant Group Companies and all Group Companies respectively.
- 8.2 You hereby agree that at the request and expense of the Company you will enter into a direct agreement or undertaking with any other Group Company whereby you will accept restrictions and provisions corresponding to the restrictions and provisions in the Agreement (or such of them as may be appropriate in the circumstances) in relation to such information and such area and for such period as such Group Company may reasonably require for the protection of its legitimate interests.
- 8.3 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 8.4 The parties to this Agreement submit to the exclusive jurisdiction of the English Courts in relation to any claim, dispute or matter arising out of or relating to this Agreement.
- 8.5 Any delay by the Company in exercising any of its rights under this Agreement will not constitute a waiver of such rights.
- 8.6 This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.



## SCHEDULE 1

### Schedule of Definitions

In this Agreement the following expressions have the following meanings:

"Confidential Information"	as defined in clause 2.5 above;
"Contract of Employment"	your contract of employment with the Company from time to time;
"Critical Person"	any person who was an employee, agent, director, consultant or independent contractor employed, appointed or engaged by the Company or any Relevant Group Company at any time within the Relevant Period who by reason of such employment, appointment or engagement and in particular his/her seniority and expertise or knowledge of trade secrets or Confidential Information of the Company or any Group Company is likely to be able to assist or benefit a business in or proposing to be in competition with the Company or any Relevant Group Company;
"Group or Group Company"	any holding company from time to time of the Company or any subsidiary or associated company from time to time of the Company or of any such holding company (for which purpose "holding company" and "subsidiary" have the meanings ascribed to them by Section 1159 of the Companies Act 2006 (as amended) and "associated company" means any company which any such holding company or subsidiary holds or controls a controlling interest meaning either (i) more than 20 per cent. of the equity share capital or (ii) management control);
"Intellectual Property"	(a) concept, discovery, invention, process, procedure, development or improvement

in process or procedure;

(b) data, design, formula, model, plans, drawings, documentation, database, computer program or software (including related preparatory and design materials) whether registrable or not and whether or not copyright or design rights subsist in it; and

(c) idea, method, information or know-how

which is made, discovered, created or generated by you whether alone or with others and whether or not in the course of your employment which relates to or affects the business of the Company or any Group Company or which is capable of being used or adapted for use in connection with any such company;

"Products or Services"

individual products or services which are of the same kind as or of a materially similar kind to or competitive with any products or services being developed, marketed or supplied by the Company or any Relevant Group Company within the Relevant Period;

"Relevant Customer"

any firm, company or organisation which at any time during the Relevant Period is or was:

(i) negotiating with the Company or a Relevant Group Company for the sale or supply of Relevant Products or Services; or

(ii) a client or customer of the Company or any Relevant Group Company for the sale or supply of Relevant Products or Services; or

(iii) in the habit of dealing with the Company or any Relevant Group Company for the

sale or supply of Relevant Products or Services

and in each case with which you were directly concerned or connected or of which you had personal knowledge during the Relevant Period in the course of your employment hereunder;

"Relevant Group Company"

any Group Company (other than the Company) for which you have performed services under this Agreement or for which you have had operational/management responsibility at any time during the Relevant Period;

"Relevant Period"

the period of 12 months immediately before the Termination Date or (where such provision is applied) the commencement of any period of exclusion pursuant to clause 5 of this Agreement if earlier;

"Relevant Products or Services"

any Products or Services with which you were directly concerned or connected or which were connected with Restricted Activities about which you had personal knowledge during the Relevant Period in the course of your employment hereunder;

"Restricted Activities"

all activities by employees which support the Group's business including but not limited to all strategic, executive, managerial and operational decisions; product development; marketing; new business development; product design, development and maintenance; data handling, processing and reporting; sales planning; and supply chain management, processing and reporting;

"Restricted Employment Territory"

any area or territory in which you worked or to which you were assigned by the Company or any Relevant Group Company at any time during the Relevant Period;

"Termination Date"

the date of termination of your employment;

THIS AGREEMENT has been signed on behalf of the Company and executed and delivered as a deed by Katie Roselaar on the date set out at the beginning.

SIGNED BY IVAN KERLEY )  
Duly authorised for and on behalf of )  
THE EMPLOYER and the GROUP )

Ivan Kerley  
Roselaar

EXECUTED AND DELIVERED as a )  
Deed by KATIE ROSELAAR in the )  
presence of: )

Roselaar  
Katie Roselaar

Witness:

Signature: Alun

Name: ALUN HENK ROSELAAR

Address: 50, RUSSELL ROAD, NEWBURY, BERKSHIRE, RG14 5HA