

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7164734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERIC STOUTENBURG	09/09/2019
UTPAL MAHENDRA VAKIL	09/09/2019
YUAN YAN	09/10/2019
SADESH H. SOOKRAJ	02/28/2014
RECEIVING PARTY DATA	
Name:	NOVOMER, INC.
Street Address:	275 BUELL RD
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14624
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17436917
CORRESPONDENCE DATA	
Fax Number:	(248)649-3338
<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:	(248) 649-3333
Email:	docketing@youngbasile.com
Correspondent Name:	YOUNG BASILE HANLON & MACFARLANE, P.C.
Address Line 1:	3001 WEST BIG BEAVER RD.
Address Line 2:	SUITE 624
Address Line 4:	TROY, MICHIGAN 48084
ATTORNEY DOCKET NUMBER:	NOVO-148-B
NAME OF SUBMITTER:	NORMAN L. SIMS
SIGNATURE:	/Norman L. Sims/
DATE SIGNED:	02/08/2022
Total Attachments: 12	
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ASSIGNMENT

This assignment is by:

1. Sadesh H. SOOKRAJ
c/o Novomer, Inc.
1 Bowdoin Square, Suite 300
Boston, Massachusetts 02114
United States of America
2. Utpal VAKIL
c/o Novomer, Inc.
1 Bowdoin Square, Suite 300
Boston, Massachusetts 02114
United States of America
3. Yuan YAN
c/o Novomer, Inc.
1 Bowdoin Square, Suite 300
Boston, Massachusetts 02114
United States of America
4. Eric STOUTENBURG
c/o Novomer, Inc.
1 Bowdoin Square, Suite 300
Boston, Massachusetts 02114
United States of America

(each referred to in this Assignment as "Assignor"), whose residence or mailing address information is listed above.

This Assignment is to:

Assignee: Novomer, Inc.
Address: 1 Bowdoin Square, Suite 300
Boston, Massachusetts 02114
United States of America
A juristic entity duly organized under and pursuant to the laws of: Delaware

(referred to in this Assignment as "Assignee"), which desires to acquire the Assignor's entire right, title and interest in, to and under the patent application identified below and the inventions covered thereby.

Assignor invented certain new and useful inventions in:

INTEGRATED METHODS AND SYSTEMS FOR PRODUCING AND NITRILE COMPOUNDS

which are set forth in:

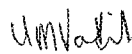
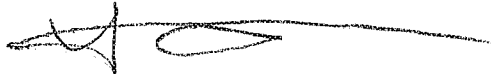

Serial No.: 62/815,993 **Filing Date: March 8, 2019**
(which identifying information may be added after execution)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, provisional application and application for letters patent, any and all non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said inventions and said provisional application and application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor solely and lawfully owned Assignor's entire right, title and interest in and to said inventions and said provisional application and application for letters patent, and that the same were unencumbered and that Assignor previously sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, or to a predecessor in interest of Assignee, Assignor's entire right, title and interest in and to said inventions and said provisional application and application for letters patent.
3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said provisional application and application for letters patent; (b) any and all non-provisionals, divisions, continuations, or continuations-in-part claiming priority thereto or the benefit thereof, or any substitution of any such applications, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.
4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
5. Assignor hereby grants attorneys, all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.
6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date: _____	Signature: _____	Sadesh H. SOOKRAJ
Date: <u>09/09/2019</u>	Signature: 	Utpal VAKIL
Date: <u>09/10/2019</u>	Signature: 	Yuan YAN
Date: <u>9/9/2019</u>	Signature: 	Eric STOUTENBURG

ASSIGNEE:

Date: _____	Signature: _____	Name: _____
		Title: _____
		Company: Novomer, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: NOVOMER, INC.
First Named Inventor: STOUTENBURG, Eric
Serial Number: 17/436,917
Filing Date: 7 September 2021
Examiner/Art Unit: Unknown / Unknown Conf. No. 4841
Title: INTEGRATED METHODS AND SYSTEMS FOR PRODUCING
AMIDE AND NITRILE COMPOUNDS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

STATEMENT OF FACTS UNDER 37 C.F.R. § 1.46

- (1) Inventor Sadesh H. Sookraj contributed to the invention claimed in the above-identified patent application.
- (2) Pursuant to an employment agreement, Sadesh H. Sookraj was under a contractual obligation to assign all inventions made, designed, invented, conceived, reduced to practice, created, written, designed or developed during his employment relationship with Applicant Novomer, Inc. to Applicant Novomer, Inc. (see attached Exhibit A).
- (3) At the time inventor Sadesh H. Sookraj contributed the invention claimed in the above-identified patent application, Sadesh H. Sookraj was employed by Applicant Novomer, Inc.
- (4) By way of the above stated facts, Applicant Novomer, Inc. is the assignee of the above-identified patent application.

Applicant hereby requests entry of the attached Exhibit A as proper Assignment of inventor Sadesh H. Sookraj's interest to Applicant Novomer, Inc.

Respectfully submitted,
YOUNG BASILE
HANLON & MACFARLANE, P.C.

/Norman L. Sims /

Norman L. Sims
Registration No. 30,685
T: (248) 649-3333
F: (248) 649-3338

3001 West Big Beaver Road, Ste. 624
Troy, Michigan 48084-3107

Dated: February 8, 2022

**CONFIDENTIALITY, INVENTIONS, AND NON-COMPETITION
AGREEMENT**

THIS CONFIDENTIALITY, INVENTIONS, AND NON-COMPETITION AGREEMENT (the "Agreement"), dated as of 28 February 2014 is by and between Novomer, Inc, a Delaware corporation having an office at 950 Danby Road, Suite 198, Ithaca NY and its successors, subsidiaries and affiliates (collectively, the "Company") and Sadesh Sookraj, who is located at 303 3rd St Apt 803, Cambridge, MA 02142 (the "Employee"). In consideration of and as a condition of Employee's employment or continued employment with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee hereby agrees with the Company as follows:

1. CONFIDENTIAL INFORMATION

(a) Employee acknowledges that his/her relationship with the Company is one of high trust and confidence and that in the course of such relationship Employee will have access to and contact with Confidential Information (as defined in Section 1(b) below). Employee acknowledges that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential and proprietary, is and shall remain the exclusive property of the Company or the third party providing such information to Employee or the Company.

(b) For purposes of this Agreement, "Confidential Information" shall mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) owned, possessed or used by the Company, including, without limitation, any invention, trade secrets, technical information, know-how, research and development activities of the Company, product and marketing plans, manufacturing, customer and supplier information, apparatus, equipment, process, system, formula, design, non-public information concerning regulatory proceedings, report, tangible research materials, Chemical Materials (as defined below), technology, business plan, financial information, forecast and other information considered to be proprietary or confidential by the Company, in addition to all information disclosed or made available to the Company or to Employees by third parties of a proprietary or confidential nature or under an obligation of confidence, that is communicated or made available to, or learned, developed or otherwise acquired by, Employee in the course of his/her employment relationship with the Company. As used herein, "Chemical Materials" shall include, without limitation, any and all monomers, polymers, catalysts, reagents, solvents, and any mixtures or blends of any of these materials.

(c) Employee agrees that Employee shall not, during the term of Employee's employment relationship with the Company and thereafter, publish, disclose or otherwise make available to any third party, other than employees of the Company on a need-to-know basis, any



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Confidential Information except as expressly authorized in writing by the Company in advance. Employee agrees that Employee shall use such Confidential Information only in the performance of his/her employment duties for the Company and in accordance with any Company policies with respect to the protection of Confidential Information. Employee agrees not to use such Confidential Information for Employee's own benefit or for the benefit of any other person or business entity.

(d) Employee's confidentiality obligations under this Section 1 shall not apply to any information that (i) is or becomes generally known within the Company's industry under circumstances involving no breach by Employee or others of the terms of this Section 1 or any other non-disclosure agreement with the Company, or (ii) was known to Employee at the time it was disclosed or made available by the Company as evidenced by Employee's written records at the time of disclosure.

(e) Employee agrees to exercise all commercially reasonable precautions to protect the integrity and confidentiality of Confidential Information in Employee's possession and not to remove any materials containing Confidential Information from the Company's premises except upon Company's express prior consent. Employee agrees not to reproduce any Confidential Information without the Company's prior written consent. Upon termination of Employee's employment relationship with the Company or at any other time upon request by the Company, Employee shall cease using the Confidential Information and shall promptly deliver to the Company all records, files, memoranda, notes, designs, data, tangible research materials, reports, customer lists, drawings, plans, sketches, laboratory and research notebooks and other documents (and all copies or reproductions of such materials) incorporating Confidential Information or otherwise relating to the business of the Company and all Inventions (as defined below), together with any other property of the Company in Employee's possession, and all copies thereof.

(f) Employee represents that his/her employment relationship with the Company and the performance of his/her employment duties does not, and shall not, breach any agreement that obligates Employee to keep in confidence any trade secrets or confidential or proprietary information of Employee or of any other party or to refrain from competing, directly or indirectly, with the business of any other party. Employee shall not disclose or otherwise make available to the Company in any manner any trade secrets or confidential or proprietary information of any other party.

2. WORKS MADE FOR HIRE; INVENTIONS

(a) All ideas, concepts, discoveries, inventions, developments, original works of authorship, software and system documentation, trade secrets, methods, processes, tangible research materials, compounds, data, information, technology, designs, innovations, improvements and know-how (whether or not patentable or copyrightable) ("Inventions") which are made, devised, invented, conceived, reduced to practice or tangible medium, created, written, designed or developed by Employee, solely or jointly with others and whether during normal business hours or otherwise, during Employee's employment relationship with the Company or



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thereafter if (i) resulting from or otherwise involving the use of any Confidential Information of the Company or the use of any premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company and/or (ii) arising from the performance of Employee's employment duties for or on behalf of the Company or otherwise relating to any of the products or services being created, developed, manufactured, marketed, distributed or sold by the Company or which may be used in relation therewith, shall immediately become the sole and absolute property of the Company and its assigns as "works made for hire" (within the meaning of the Copyright Act of 1976, as amended). Employee agrees to assign and does hereby assign to the Company, for no additional consideration, his/her entire right, title and interest in all Inventions and any and all related patents, copyrights, trademarks (including the good will associated therewith), trade secrets and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and hereby irrevocably appoints any officer of the Company as his/her duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the Company and at the Company's expense, Employee shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Inventions to the Company and to assist the Company in applying for, obtaining, enforcing and/or defending patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention. Employee hereby waives, to the extent permitted by law, any moral rights that Employee may have with respect to any Inventions and neither the Company nor any of its customers or licensees will be required to attribute Employee's inventorship or authorship of any Inventions incorporated in any of the Company's or any such customer's or licensee's products.

(b) Employee shall promptly disclose to the Company all Inventions and will maintain adequate and current written records (in the form of notes, sketches, drawings and as may be specified by the Company) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Company at all times.

(c) Employee warrants that Employee shall not knowingly incorporate into any Invention any material that would infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any person or entity. Employee further warrants, to the best of his/her knowledge, that the Inventions shall be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Inventions arising out of any patent, copyright, trademark, trade secret or other intellectual property right. Employee shall indemnify, defend and hold harmless the Company, its officers, directors, shareholders, agents and/or customers from any and all liability, loss, cost, damage, judgment or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such third party claims which are based upon, or are the result of any breach of, the warranties contained in this Section 2(c).

(d) Employee represents that the attached Exhibit A contains a complete list of all inventions in the field of chemistry (the "Field") made, devised, invented, conceived or first reduced to practice by Employee, under Employee's direction or jointly with others prior to Employee's employment relationship with the Company ("Prior Inventions") and which are not

assigned to the Company hereunder. If there are no Prior Inventions listed in Exhibit A or there is no such Exhibit A attached hereto, Employee represents that there are no such Prior Inventions.

3. NON-COMPETITION

(a) Employee agrees that during his/her employment relationship with the Company and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, alone or as a partner, joint venturer, consultant, lender, officer, director, employee, stockholder or investor of any entity (i) engage in any business or activity [in the Field] that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company, (ii) solicit, divert, or take away, or attempt to divert or take away, the business or patronage of any actual or prospective clients, customers, or accounts of the Company, or (iii) recruit, solicit, or hire any person who was or is an employee or consultant of the Company at any time during the Employee's employment relationship with the Company or during the period of two (2) years thereafter, or induce or attempt to induce any such employee or consultant of the Company, to discontinue his/her relationship with the Company. Employee's ownership of not more than one percent (1%) of the shares of any corporation having a class of equity securities traded on a national securities exchange or on NASDAQ Stock Market shall not be deemed, in and of itself, to violate the prohibitions of this Section 3(a).

(b) Employee acknowledges that, under current business conditions, his/her education will enable Employee to find employment in many different areas of his/her areas of expertise and to work for different types of employer so that, under such conditions, it is not foreseeable, as of the date hereof, that Employee would need to violate the provisions of Section 3(a) above in order to otherwise find viable employment.

(c) In the event that a court of competent jurisdiction holds that the scope of the non-competition covenant in Section 3(a) above or any of Employee's other obligations to the Company hereunder is excessively broad as to scope, activity, subject or otherwise so as to be unenforceable under at law, such provision or provisions shall be construed by such court by limiting and reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

4. NO EMPLOYMENT GUARANTY. Employee understands that his/her execution of this Agreement is a condition precedent to employment or continued employment with the Company and that this Agreement is not a contract of employment and does not give Employee any right to employment for any specific period of time, and that Employee is and shall remain an employee "at will" during such employment relationship.

5. MISCELLANEOUS

(a) Survival; Relief. Employee acknowledges that any breach of the confidentiality provisions of Section 1 or the non-competition provisions of Section 3 hereof will result in serious injury to the Company for which the Company cannot be adequately



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compensated by monetary damages alone. Employee agrees, therefore, that the Company shall be entitled to seek both temporary and permanent injunctive relief (to the extent permitted by law), specific performance or other equitable relief to prevent the violation of Employee's obligations hereunder. Furthermore, Employee agrees that the existence of any claim, dispute or cause of action that Employee may have against the Company, whether predicated on this Agreement or otherwise, will not constitute a defense to enforcement of any provisions hereof.

(b) Governing Law. This Agreement and all aspects of the relationship between the parties hereto shall be construed, interpreted and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Employee hereby submits to the jurisdiction and venue of any court in the Commonwealth of Massachusetts or the State of New York.

(c) Notices. All notices required or permitted under this Agreement shall be in writing and delivered by a recognized national overnight courier, personal delivery, or facsimile transmission and shall be deemed effective upon receipt.

(d) Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both the Company and Employee. The captions of the Sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any provision of this Agreement.

(e) No Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given in writing by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

(f) Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of Employee are personal and shall not be assigned by Employee without the prior written consent of the Company and this Agreement shall be binding upon Employee's heirs, executors, administrators and legal representatives.



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IN WITNESS WHEREOF, I have executed this Agreement as of the 28 day of February,
2014.

NOVOMER, INC.

Name: _____

Signature: _____

Title: _____

EMPLOYEE

Name: _____

Signature: _____

Title: _____

SADESH SOOKRAJ
~~SADESH SOOKRAJ~~
SVP CHEMICALS



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EXHIBIT A

PRIOR INVENTIONS