

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GARY HARMAN	03/30/2018
MOLLY CADLE-DAVIDSON	03/30/2018
WALID NOSIR	10/09/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ADVANCED BIOLOGICAL MARKETING, INC.
<b>Street Address:</b>	375 BONNEWITZ AVENUE
<b>City:</b>	VAN WERT
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45891
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16639070
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)689-4071
<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>	
<b>Phone:</b>	248-689-3500
<b>Email:</b>	schultz@reising.com
<b>Correspondent Name:</b>	REISING ETHINGTON P.C.
<b>Address Line 1:</b>	755 W. BIG BEAVER ROAD, SUITE 1850
<b>Address Line 4:</b>	TROY, MICHIGAN 48084
<b>ATTORNEY DOCKET NUMBER:</b>	8769-3003-2 [DEM196US]
<b>NAME OF SUBMITTER:</b>	RANDALL L. SHOEMAKER
<b>SIGNATURE:</b>	/Randall L. Shoemaker/
<b>DATE SIGNED:</b>	08/11/2022
<b>Total Attachments: 11</b>	
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A S S I G N M E N T

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do hereby:

SELL, ASSIGN AND TRANSFER to ADVANCED BIOLOGICAL MARKETING, INC. (the "Assignee"), a Delaware corporation, having a place of business at 375 Bonnewitz Avenue, Van Wert, Ohio 45891, United States of America, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements and inventions which are disclosed in the following applications:

- 1) U.S. Provisional Patent Application, Serial No. 62/479,074, filed March 30, 2017;
- 2) U.S. Provisional Patent Application, Serial No. 62/479,084, filed March 30, 2017;
- 3) U.S. Provisional Patent Application, Serial No. 62/479,080, filed March 30, 2017;

and

- 4) PCT International Patent Application, Serial No. PCT/US2018/025590, filed March 30, 2018, and is entitled ENHANCED MICROBIAL AND BIORATIONAL CONTROL OF NEMATODE PESTS OF PLANTS;

such applications and all non-provisional, divisional, continuing, continuation-in-part, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries corresponding or relating to such application or to any of such improvements and inventions; all original and reissued patents which have been or shall be issued in the United States and all foreign countries corresponding or relating to such application or to such improvements and inventions; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application;

AUTHORIZE AND REQUEST counsel for the Assignee to insert the serial number and filing date in the blanks above, after receipt of the information from the U.S. Patent and Trademark Office as Receiving Office;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

Date: March 30, 2018

Date: March 30, 2018

Date: March 30, 2018

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements and inventions; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to the subject matter of such applications or to such improvements and inventions and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for the subject matter of such applications or to such improvements and inventions and for vesting title to the patent applications or to such improvements and inventions in the Assignee;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

\_\_\_\_\_  
GARY HARMAN

Date: March 30, 2018

  
\_\_\_\_\_  
MOLLY CADLE-DAVIDSON

Date: March 30, 2018

\_\_\_\_\_  
WALID NOSIR

Date: March 30, 2018

**Advanced Biological Marketing, Inc.**  
**NON-DISCLOSURE/NON-COMPETITION AGREEMENT**

This Agreement, made and entered into at Van Wert, Ohio this 7 day of October, 2012, by and between Advanced Biological Marketing, Inc. (the "Company"), an Delaware corporation and William Masin ("Employee").

**RECITALS**

I. In order to protect the confidentiality of the proprietary information of the Company, and to keep it separate from the other business interests of the Employee, the Company requires that Employee enter into this Non-Disclosure/Non-Competition Agreement.

In Consideration of the premises, covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

Section 1. Maintaining Confidential Information

1.1 Company Information Except as hereafter may be expressly consented to in writing by the Company, at all times during the term of employee with the Company and thereafter, Employee will hold in strictest confidence and will not use, except for the benefit of the Company, or disclose to any person, firm or corporation any Confidential Information previously or hereafter disclosed to Employee by the Company. As used herein, "Confidential Information" means any trade secrets, patents, confidential knowledge, data or other proprietary information relating to products, services, processes, know-how, designs, formulas, developments or experimental work, inventions, computer programs, data bases, original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to the Company and/or any businesses, operations, activities or plans of the Company or its clients, consultants or contractors except to the extent that any such information through no fault of Employee has become or hereafter becomes public knowledge or as evidenced by contemporaneous writings, has been or is hereafter received by Employee from a third party without breach of any duty of confidentiality by such third party. Confidential Information need not be labeled as such to be treated as such pursuant to this Agreement.

1.2 Former Employer Information Employee agrees that he will not, during his employment with the Company, improperly use or disclose any proprietary information or trade secrets of his former or concurrent employers or companies, if any, and that he will not bring into the premises of the Company any unpublished document or any property belonging to his former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

1.3 Third Party Information Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees that Employee owes the Company and such third parties, during the term of his employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Board of Directors of the Company.

## Section 2. Retaining and Assigning Inventions and Original Works

2.1 Inventions and Original Works Assigned to the Company Employee agrees that Employee will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company all of Employee's rights, title, and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets which Employee may solely or jointly conceive or develop or reduce to practice, during the period of time Employee is providing services to the Company excepting only any invention as to which Employee can prove the following:

- (a) it was developed entirely on Employee's own time and does not result from any work performed by him for the Company;
- (b) no equipment, supplies, facility or trade secret of the Company was used in its development; and
- (c) it does not relate to the Company's actual or demonstrably anticipated business, products, services or research and development.

Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of his employment and which are protectable by copyright are "works made for hire", as that term is defined in the United States Copyright Act (17 USCA, Section 101).

2.2 Maintenance of Records Employee agrees to keep and maintain adequate and current written records of all inventions, developments, improvements, trade secrets and original works of authorship made by him (solely or jointly with others) during the term of his employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

2.3 Obtaining Letters Patent and Copyright Registration Employee agrees to assist the Company, both during and after his employment with the Company, to obtain United States and /or foreign letters patent and copyright registrations covering inventions and original works of authorship assigned hereunder to the Company; provided, however, that, with respect to any such patents or copyrights sought after any termination of Employee's employment with the Company, the Company compensates Employee at a reasonable rate for time actually spent by him at the Company's request on such assistance. If the company is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering inventions or original works of authorship assigned to the Company, as above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in behalf of Employee and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quit-claims to the company any and all claims, of any nature whatsoever, which Employee now or may hereafter have infringement of any patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

2.4 Exception to Assignments Employee understands that the provision of this Agreement requiring assignment to the Company do not apply to any invention which meets all criteria in Subparagraphs 2.2, (b) and (c) above. Employee will advise the Company promptly in writing of any inventions, original works of authorship, developments, improvements or trade secrets that Employee believes meets said criteria; and Employee will at that time provide to the Company in writing all evidence necessary to substantiate that belief. Employee understands that the Company will keep in confidence and will not disclose to third parties without Employee's consent any confidential information disclosed in writing to the Company relating to such inventions.

Section 3. Returning Company Documents Employee agrees that, at the time of leaving his employment with the Company, Employee will deliver to the Company (and will not keep in his possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposal, lists, computer disks, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of Employee's employment with the Company, Employee agrees to sign and deliver the "Termination Certification" attached hereto as "Exhibit 3".

Section 4. Representations Employee agrees to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. Employee represents that Employee's performance of all the terms of this Agreement will not



breach any agreements to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to his employment with the Company. Employee has not entered into, and Employee agrees not to enter into, any oral or written agreement in conflict herewith.

Section 5. Non-Competition For a period of five (5) year from the termination of Employee's employment with the Company, for whatever reason or cause, Employee agrees not to work independently or as a part-time or full-time employee or as an independent contractor for or as a consultant in any capacity to any person or entity which competes with the Company in any state or foreign country in which the Company has sold products or services during the term of Employee's employment with the Company. Furthermore, Employee will not, within said five (5) year period, on his own behalf or as an employee or agent, provide services to any current or former customers of the Company of the type and nature of which such services were provided to such customers by the Company.

#### Section 6 General Provisions

6.1 Governing Laws This Agreement will be governed by the Laws of the State of Ohio.

6.2 Entire Agreement This Agreement sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and merges all prior discussions, agreements and understandings between the parties respecting the subject matter hereof. No modification of or amendments to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in Employee's duties, salary, compensation or employment status will not affect the validity or scope of this Agreement. The headings contained in this Agreement have been inserted solely for convenience of reference and shall be of no force or effect in the construction or interpretation of this Agreement.

6.3 Remedies Employee agrees that a violation of Employee's part of any of the covenants of this Agreement, will cause such damage to the Company as will be irreparable and the exact amount of which will be impossible to ascertain and, with that reason, Employee further agrees that the Company shall be entitled, as a matter of right, to an injunction from any court to competent jurisdiction, restraining any further violation of said covenants by the Employee, such right to an injunction, however, to be cumulative in addition to whatever other remedies the Company may have at law or in equity. Employee further expressly agrees that since the remedy at law for any breach of Employment may be inadequate and since the damages flowing in from such breach are not readily susceptible to being measured in monetary terms, the Company may be entitled, as a matter of right, to a temporary restraining order restraining any threatened or further breach. Any covenant on Employee's part which may not be specifically enforceable shall never the less, if breached, give rise to a cause of action for monetary damages.

6.4 Severability In view of the substantial harm to the Company which would result from the breach by Employee of any of the covenants contained in this Agreement, Employee agrees that such covenants shall be enforced to the fullest extent of the law. Accordingly, if, in any judicial proceeding, a court shall determine that any such covenants are void or unenforceable in whole or in part because they cover too extensive a geographic area or survive for too long a period of time, or for any other reasons, then Employee intends that such covenants shall be deemed to be limited in such a manner and only to the extent as will permit enforceability by such court; failing the foregoing, the remaining provisions of this Agreement will continue in full force and effect as if the void or unenforceable covenants were omitted.

6.5 Successors and Assigns this agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of the company, its successors and its assigns.

Date 10-9-13

ADVANCED BIOLOGICAL MARKETING, INC.

By: Daniel B. Custis  
Daniel B. Custis

EMPLOYEE

Dr. Walid Nasir  
Signature

Dr. Walid Nasir  
Name of Employee  
(typed or printed)

**Exhibit 2.1****LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP**

<b>Title</b>	<b>Date</b>	<b>Brief Description</b>
Bio-filter	2011	Using Trichoderma and other biological control agents as biological filter for agricultural and industrial usage
Metabolites	2010	Using the natural Trichoderma metabolites as a plant growth promoter or as a biological fungicide or insecticide
Effect of natural additives on Trichoderma and different beneficial microorganisms	2011	Studying the effect of adding natural compounds or plant extraction on trichoderma efficiency as a biocontrol agent and in plant growth enhancing. Also, studying the effect of combination on plant resistance
Bioremediation filter ( Right will be given to ABM)	2012	Studying the effect of different bioremediation microorganisms as natural bioremediation filter for different industrial, agricultural, and life usage.

Name of Employee:

Dr. Walid Nosir

10/ 7/ 2013

Nosir

"EXHIBIT 3"

PROPRIETARY INFORMATION AGREEMENT  
TERMINATING CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to return any devices, tapes, disks, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items containing Confidential Information (as such term is defined in the Proprietary Information Agreement between Advanced Biological Marketing, Inc. and me dated 10.27.13, hereinafter the Agreement") or otherwise belonging to Advanced Biological Marketing, Inc., its subsidiaries, employees, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Agreement, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by the Agreement.

I further agree, that in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data, or other proprietary information relating to products, services, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, software, original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to the Company and /or any business, operations, activities or plans of the Company or of its clients, consultants or contractors except and to the extent that any such information through no fault of my own has become or hereafter becomes public knowledge within the industry or, as evidenced by contemporaneous writings, has been or is hereafter received by me from a third party without breach of any duty of confidentiality by such third party.

Date: 04.30.17

Walid Nasir  
Employee's Signature

Walid Nasir  
Type or Print Employee's Name