

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
K GREGORY MOORE	02/24/2011
RECEIVING PARTY DATA	
Name:	BIO-CAT, INC.
Street Address:	9117 THREE NOTCH ROAD
City:	TROY
State/Country:	VIRGINIA
Postal Code:	22974
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13244131
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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:	2028576000
Email:	gregory.forbes@arentfox.com,patentdocket@arentfox.com
Correspondent Name:	ARENTFOX SCHIFF LLP
Address Line 1:	1717 K ST NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	037838.00062
NAME OF SUBMITTER:	GREGORY M. FORBES
SIGNATURE:	/Gregory M. Forbes/
DATE SIGNED:	08/22/2022
Total Attachments: 7	
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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereafter called the "Agreement") is effective 2/24/11, and is made by and between K. Gregory Moore ("Employee") and Bio-Cat, Inc. ("Bio-Cat"). Employee and Bio-Cat hereafter are referred to collectively as "Party" or "Parties."

Bio-Cat is in the highly competitive business of researching, developing and selling enzyme-bearing products, microbiological products, and other biological fermentation products for use in industrial, municipal and private waste bioremediation, bioaugmentation, animal feed additives, silage fermentation aids, cleaning aids, baking aids, filter aids, dietary supplements or comparable processing aids for other applications. Bio-Cat's affiliated company, Bio-Cat Microbials LLC ("BCM"), likewise, is in the highly competitive business of researching, developing and selling bacteria-bearing products for similar end uses. Bio-Cat and BCM have invested substantial time and resources in these businesses, and in their development and maintenance of their customer bases, business relationships, business and scientific methods, good will and other Confidential Information (as defined below). The Parties acknowledge that Bio-Cat and BCM have an important need to protect these things, and that this Agreement is an important part of its efforts to do so.

Employee has recently begun employment with Bio-Cat as Technical Director, with the mutual understanding and agreement between the Parties that they would execute this Agreement as a condition of that employment. As part of this employment, Employee will perform services for BCM as well. By virtue of this employment, Employee will be heavily involved in the conception, proposal, research, development, and testing of existing and new products and services to Bio-Cat, BCM and customer specifications. Employee will have regular and extensive access to, and use of, Bio-Cat and BCM Confidential Information, and indeed will be responsible for developing and enhancing this Confidential Information. Employee's work in this regard will be tied directly to Bio-Cat and BCM sales and sales proposals to both existing and target customers, and Employee regularly will be privy to such sales information.

The Parties want Employee to be fully involved in these activities, and to have access to and use of this Confidential Information, with the knowledge that the Confidential Information will be used solely for the benefit of Bio-Cat or BCM and not in competition with them or to their detriment.

Therefore, the Parties further agree as follows:

1. **Employment:** Employee's employment with Bio-Cat is at will. Employee is not employed for any particular duration, and either Employee or Bio-Cat may terminate the employment relationship by notice to the other. The signing of, and compliance with, this Agreement is a condition of Employee's employment from this date forward, and Employee acknowledges that such employment is valuable consideration for Employee's execution of this Agreement.

2. **Employment Obligation:** Employee shall devote full work time, attention and skills to Employee's employment with Bio-Cat, and shall perform employment duties faithfully and act honestly and in Bio-Cat's best interests at all times. While employed by Bio-Cat, Employee shall not be employed by, engage in, own in whole or in part, or otherwise devote effort to any other business or business activity, including Employee's own, without the fully informed and expressed written consent of Bio-Cat's President. These restrictions shall not be applied to prevent Employee from owning stock or otherwise investing his assets in a publicly traded entity without notice to or consent of Bio-Cat.

3. **Employee Representation and Indemnification:** Employee represents that Employee is not subject to any agreement with any other person, business or entity that will restrict Employee's activities on behalf of Bio-Cat or BCM. Employee further will not knowingly utilize any confidential or proprietary information belonging to any person, business or entity other than Bio-Cat or BCM in the performance of Employee's employment duties with Bio-Cat, except pursuant to proper license and authorization from the rightful owner of such confidential or proprietary information and with Bio-Cat's fully informed approval. Employee agrees to indemnify and hold harmless Bio-Cat and BCM from any and all suits, claims and liabilities arising out of or related to (i) any alleged breach of such a restrictive agreement to which Employee may be subject, or (ii) any misappropriation or misuse on Employee's part of any confidential or proprietary information belonging to others.

4. **Confidential Information**

A. Bio-Cat promises to provide Employee with, and/or grant Employee subsequent access to and use of, Confidential Information upon Employee's signing of this Agreement and thereafter during the course of Employee's employment with Bio-Cat. Bio-Cat also will provide Employee valuable experience and training opportunities during Employee's employment. Employee acknowledges that knowledge and use of this Confidential Information, and the Bio-Cat-provided experience and training, will enhance Employee's success in Employee's employment and in Employee's career development. The Parties acknowledge and agree that Employee's promises of confidentiality in return for the receipt, use of, and/or access to this Confidential Information, and this experience and training, is an important aspect of this Agreement and a critical inducement for Bio-Cat to employ Employee.

B. "Confidential Information" as used in this Agreement means information generated, collected or used by Bio-Cat or BCM that is material to actual or planned business of either company and that is not generally known to the public either on its own or in combination with other information as Bio-Cat or BCM maintains or uses such combined information. It includes for example without limitation information that would constitute trade secrets under applicable law as well as other proprietary information such as product formulas, ingredients and specifications; product and service concepts and proposals under consideration, research, development or testing; the scientific or practical application of products, product ingredients, or biological agents; customer requests for products or services or the research and development of products or services; customer lists, contacts and purchasing information; vendor and customer contracts; marketing plans, sales methods and strategies; product and service pricing strategies and price lists; employment files and personnel information; computer programs, software, codes

and passwords; research and other information underlying copyrights, service marks and trademarks; and business forms and documents. "Confidential Information" does not include information that, absent a breach of legal obligation, properly and lawfully is in the public domain as maintained or used by Bio-Cat or BCM or becomes known to Employee after Employee's employment with Bio-Cat ends.

C. During Employee's employment with Bio-Cat and for two (2) years after that employment ends for any reason (the "**Restricted Period**"), Employee shall not use or disclose by any means, for the benefit of any person, business or entity, any Confidential Information belonging to Bio-Cat or BCM, except as is necessary for the proper performance of Employee's employment with Bio-Cat or as compelled by valid process of law.

D. To the extent permitted by law, the two (2) year Restricted Period shall be tolled during any part of the Restricted Period in which Employee is in breach of these restrictions on the use or disclosure of Confidential Information.

E. The Parties acknowledge and agree that all Confidential Information is proprietary to Bio-Cat and/or BCM and is to be maintained by Employee in confidence. The Parties further acknowledge and agree that, in many instances, Confidential Information also (i) will be subject to common law protections, and (ii) will constitute trade secrets entitled to separate statutory protections. The Parties agree that the protections of Confidential Information set forth in this Agreement are provided in addition to applicable common law and statutory protections, and not in place of them.

5. Solicitation

A. During Employee's employment with Bio-Cat and for two (2) years after that employment ends for any reason (the "**Non-Solicitation Period**"), Employee shall not directly or indirectly solicit or contact in any way, or assist others to solicit or contact in any way, any Established Customer or Identified Target Customer for the purposes of marketing or providing any product or service that Competes with Bio-Cat or BCM or persuading the Established Customer or Identified Target Customer to refrain from doing business with Bio-Cat or BCM.

B. "**Established Customer**" as used in this Agreement means any person, business or entity (including individual contact representatives for such person, business or entity) who, at the time Employee's employment with Bio-Cat ends or during the twelve (12) month period immediately prior to that time, is or was a purchaser of a product or service from Bio-Cat or BCM in which Employee had material involvement in proposing, researching, developing, testing, manufacturing or selling on Bio-Cat's or BCM's behalf.

C. "**Identified Target Customer**" as used in this Agreement means any person, business or entity (including individual contact representatives for such person, business or entity) to whom Bio-Cat or BCM presented a proposal or other offer to provide a product or service during the twelve (12) month period immediately prior to the end of Employee's employment with Bio-Cat (i) that remains outstanding at the time Employee's employment with

Bio-Cat ends and (ii) in which Employee had material involvement in the conception, research, development, testing, manufacture or offering of the product or service in such proposal or other offer. In the event the duration of Employee's employment with Bio-Cat is less than twelve (12) months, this time period for defining Identified Target Customers is to be shortened to the period of the duration of Employee's employment with Bio-Cat.

D. **"Compete"** and **"Competes"** as used in this Agreement mean to conceive, research, develop, manufacture, offer or provide (i) the same products or services that Bio-Cat or BCM is researching, developing, manufacturing, offering or providing at the time Employee's employment with Bio-Cat ends, or (ii) products or services that would emulate, replace or provide an alternative to those products or services at that time.

E. To the extent permitted by law, the two (2) year Non-Solicitation Period shall be tolled during any part of the Non-Solicitation Period in which Employee is in breach of the solicitation restrictions.

6. Recruitment

A. During Employee's employment with Bio-Cat and for one (1) year after that employment ends for any reason (the **"Non-Recruitment Period"**), Employee shall not directly or indirectly solicit for employment, employ, or assist others to solicit for employment or employ, any Bio-Cat Employee for a position in which the Bio-Cat Employee's work will be used to Compete with Bio-Cat or BCM.

B. **"Bio-Cat Employee"** as used in this Agreement means anyone who is or was employed by Bio-Cat during the one (1) month period immediately prior to the date that Employee's employment with Bio-Cat ends.

C. To the extent permitted by law, the one (1) year Non-Recruitment Period shall be tolled during any part of the Non-Recruitment Period in which Employee is in breach of the recruitment restrictions.

7. Employee Developments

(A) An important aspect of Employee's employment with Bio-Cat is to conceive, propose, develop and test Employee Developments to expand Bio-Cat and/or BCM business and enhance their products and services. To this end, Employee shall devote his creative capabilities to Bio-Cat and BCM at all times during his employment. Employee will have broad use of Bio-Cat's resources for this purpose. Employee shall promptly and completely disclose to Bio-Cat all Employee Developments, and make available to Bio-Cat and to others as Bio-Cat directs all information related to all Employee Developments.

(B) Bio-Cat shall have exclusive ownership of, and all rights, title and interest in, all Employee Developments. Consequently, Bio-Cat also shall have the exclusive right to adapt, change, revise, delete from, or otherwise modify any Employee Development, or any part thereof, and to change or substitute the title thereof. Employee shall have no ownership of, or

right, title or interest in, any Employee Developments. To the greatest extent permitted, all Employee Developments shall be deemed "work made for hire" as defined in the federal Copyright Act, 17 U.S.C. §§101 *et seq.* Employee further hereby unconditionally and irrevocably transfers and assigns to Bio-Cat all property and other rights of any kind, including copyright, trademark, service mark or patent, that Employee may have by operation of law or otherwise in or to any Employee Development. Employee agrees to execute and deliver, at the reasonable expense of Bio-Cat, all documents and instruments which may be reasonably necessary or appropriate to evidence, secure and vest complete title in, ownership of, and right to, any Employee Development exclusively for Bio-Cat.

(C) **"Employee Development"** as used in this Agreement means any and all formulas, inventions, discoveries, improvements, enhancements, processes, technologies, copyrights, trademarks, service marks, patents, methods, data, documents, tangible and intangible property, and any future modifications thereto, that are conceived, proposed, developed, researched or created in whole or in part by, or at the direction of, Employee during the period of Employee's employment with Bio-Cat and that (i) arise out of or relate to Employee's work for Bio-Cat or BCM; (ii) arise out of or relate to the business, products or services of either Bio-Cat or BCM at the time in question; (iii) arise out of or relate to any business, products or services being researched, developed or tested by Bio-Cat or BCM at the time in question; (iv) involve or would enhance any product or service that would emulate, replace or provide an alternative to those being researched, developed, tested, offered, sold or otherwise provided by Bio-Cat or BCM; (v) involve or are derived from, in whole or in part, the use of any Bio-Cat or BCM facilities, Confidential Information, or other property or resources; or (vi) are derived from any work performed or directed by Employee for Bio-Cat or BCM.

8. Return of Property: At any time upon Bio-Cat's request or if Employee's employment with Bio-Cat ends for any reason, Employee shall return to Bio-Cat immediately all Confidential Information (including materials containing or embodying in whole or in part any Confidential Information) and any other property of Bio-Cat that is in Employee's possession, custody or control at the time. At any time upon BCM's request or if Employee's employment with Bio-Cat ends for any reason, Employee shall return to BCM immediately all Confidential Information (including materials containing or embodying in whole or in part any Confidential Information) and any other property of BCM that is in Employee's possession, custody or control at the time.

9. Bio-Cat Policies: Employee shall comply at all times with all of Bio-Cat's policies, procedures and handbook provisions. In the event a Bio-Cat policy, procedure or handbook provision conflicts with a provision of this Agreement, the provision of this Agreement shall govern.

10. Claims/Changes as Defenses: The existence of any claim or cause of action of any kind of Employee against either Bio-Cat or BCM, or any owner, employee or agent of either of them, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Bio-Cat or BCM of the restrictions, covenants and agreements contained herein. Likewise, a change in Employee's job title, assignments, duties, compensation, benefits or other aspects of employment with Bio-Cat shall not constitute a defense to the enforcement by either

Bio-Cat or BCM of the other restrictions, covenants and agreements contained herein. It is agreed that the terms of this Agreement shall remain in full force and effect in such events.

11. Subsequent Employers: In the event Employee's employment with Bio-Cat ends for any reason, Employee agrees to notify Employee's subsequent employers of this Agreement prior to commencing such subsequent employment. Employee further agrees that Bio-Cat may provide Employee's subsequent employers notice of the terms of this Agreement.

12. Remedies: The Parties acknowledge that Employee's breach of any promise in this Agreement will cause Bio-Cat and BCM serious and irreparable harm. The faithful observance of all promises is an essential condition to Employee's employment with Bio-Cat. Employee agrees that, upon request of either Bio-Cat or BCM, a court with proper jurisdiction should enjoin immediately any breach or threatened breach of these promises in addition to any other relief available to Bio-Cat or BCM. Additionally, Bio-Cat and BCM shall be entitled to recover from Employee all costs and reasonable attorneys' fees incurred by each in obtaining any injunctive and other relief and otherwise in enforcing this Confidentiality Agreement.

13. Forum Selection: The Parties agree that the exclusive forums for the adjudication of any dispute arising out of or in any way related to this Agreement shall be the Virginia courts sitting in Louisa County, Virginia or in the United States District Court for the Western District of Virginia, Charlottesville Division. The Parties hereby waive any jurisdiction and venue objections to these courts, agree to submit to personal jurisdiction in them, and agree to forebear from filing a covered dispute in any other jurisdiction or forum.

14. Severability and Reformation: The Parties agree that each provision of this Agreement shall be enforced separately and independently of the other provisions. In the event a court with proper jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that determination shall not invalidate or render unenforceable the remainder of the Agreement, which shall remain in full force and effect. The Parties further agree that any provision of this Agreement held by such court to be invalid or unenforceable shall be construed or revised by such court to make such provision enforceable as the court determines to be reasonable.

15. Assignment and Effect: The Parties agree that this Agreement and the rights and responsibilities in it, including the restrictive covenants, are assignable by Bio-Cat and BCM. This Agreement shall bind and apply to the benefit of the Parties and their respective representatives, heirs, successors, assigns and third-party beneficiaries, including particularly BCM.

16. Waiver: Failure of any Party or third-party beneficiary in any instance to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of such provisions, and such provisions shall remain in full force and effect. No waiver of the enforcement of any provision of this Agreement, in one or more instances, shall be deemed a continuing waiver.

17. Governing Law and Construction: This Agreement shall be governed by the laws of the Commonwealth of Virginia. It shall be construed and enforced in accordance with

the fair meaning of its language and without any presumption or construction against any Party as the drafter.

18. Integration and Modification: This Agreement represents the entire agreement between the Parties and supercedes all prior agreements between the Parties, oral or written, pertaining to the subject matters discussed herein. This Agreement may be changed only by written document signed by the Parties. The Parties further agree that this Agreement may be changed only by written document signed by both Employee and the President of Bio-Cat.

19. Headings: The underlined headings in each section of this Agreement are for convenience only and shall not affect the meaning and interpretation of any provision in this Agreement.

By their signatures below the Parties affirm that they have reviewed this Agreement carefully, understand the rights, restrictions and obligations provided and imposed, and agree to be bound by this Agreement in all respects.

K. Gregory Moore

BIO-CAT, INC.

K Gregory Moore PhD.

By:

