

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7931818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIMOTHY D. WEATHERILL	07/15/2013
GERALD J. FIORILLO	05/02/2023
SARAH C. ROGERS	04/27/2023
JEFFREY W. SMITH	04/27/2023
CARLOS DANIEL STAGNARO	04/27/2023
DEVESH MATHUR	05/02/2023
RYAN JOSEPH CARTER	05/02/2023
RECEIVING PARTY DATA	
Name:	KLÖCKNER PENTAPLAST OF AMERICA, INC.
Street Address:	3585 KLÖCKNER ROAD
City:	GORDONSVILLE
State/Country:	VIRGINIA
Postal Code:	22942
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18307143
CORRESPONDENCE DATA	
Fax Number:	(617)801-8769
<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:	(617) 570-8208
Email:	us-patentbos@goodwinlaw.com, ehysesani@goodwinlaw.com
Correspondent Name:	GOODWIN PROCTER LLP
Address Line 1:	100 NORTHERN AVENUE
Address Line 2:	IP DOCKETING DEPT/7TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	KKP-005
NAME OF SUBMITTER:	EMA HYESANI
SIGNATURE:	/Ema Hysesani/
DATE SIGNED:	05/02/2023

Total Attachments: 12

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ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventors:

**TIMOTHY D. WEATHERILL
GERALD J. FIORILLO
SARAH C. ROGERS
JEFFREY W. SMITH
CARLOS DANIEL STAGNARO
DEVESH MATHUR
RYAN JOSEPH CARTER**

hereby sell, assign, and transfer to:

KLÖCKNER PENTAPLAST OF AMERICA, INC.

a corporation of Delaware, having a principal place of business at 3585 Klöckner Road, Gordonsville, Virginia 22942 USA (“Assignee”), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all other countries, in and to any and all inventions and improvements that are disclosed in the applications for patent entitled:

MATERIALS HAVING IMPROVED WETTABILITY AND RELATED METHODS OF USE AND MANUFACTURE

(I hereby authorize and request any attorney having appropriate authority from the assignee to insert on the designated lines below, the filing date and application number of said application when known.)

which were filed on April 26, 2023 as
United States Patent Application No. 18/307,143 and
International (PCT) Patent Application No. PCT/US2023/019984; and

which have been executed by the undersigned prior hereto or concurrently herewith on the date(s) indicated below,

and in and to said applications and all Additional Applications, and all other patent applications that have been or shall be filed in the United States and all other countries and international filing offices on any of said inventions and improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all other countries and international filing offices on said inventions and improvements; and in and to all rights of priority resulting from the filing of said applications; as used herein “Additional Applications” includes but is not limited to design, utility, utility model, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and national phase applications on said inventions and improvements;

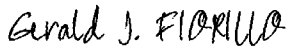
and agree that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all Additional Applications, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

TIMOTHY D. WEATHERILL

Date signed

DocuSigned by:



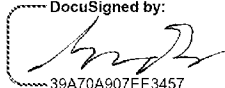
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GERALD J. FIORILLO

5/2/2023

Date signed

DocuSigned by:



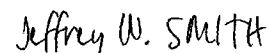
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SARAH C. ROGERS

4/27/2023

Date signed

DocuSigned by:



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JEFFREY W. SMITH

4/27/2023

Date signed

DocuSigned by:



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CARLOS DANIEL STAGNARO

4/27/2023

Date signed

Attorney Docket No.: KKP-005

DocuSigned by:

Devesh Mathur
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DEVESH MATHUR

5/2/2023

Date signed

DocuSigned by:

RYAN J. CARTER
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RYAN JOSEPH CARTER

5/2/2023

Date signed

**KLÖCKNER PENTAPLAST OF AMERICA, INC.
CONFIDENTIAL TECHNICAL AND BUSINESS
PROTECTION EMPLOYMENT AGREEMENT
AND
NON-COMPETITION COVENANT**

THIS AGREEMENT, dated effective the 15 day of July, 2013, is executed by and between Klöckner Pentaplast of America, Inc., 3585 Klöckner Road, P.O. Box 500, Gordonsville, VA. 22942 ("Klöckner") and Timothy D. Weatherill (the "Employee"), whose address is 11 Altamont Cr. #12 Charlottesville VA 22902

1. DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following meanings:

The **COMPANY** means Klöckner Pentaplast of America, Inc. and any parent, subsidiary, related, associated or affiliated corporation or entity.

CONTRIBUTION means a discovery, improvement, concept, idea or invention regardless of the physical form in which a Contribution is expressed or appears and whether or not patentable, protectable by copyright, suitable for adoption as a trademark or otherwise, including but not limited to processes, methods, formulas and techniques, as well as improvements thereof or knowledge related thereto.

CONFIDENTIAL INFORMATION means all documents, lists, files, records, data, contracts, electronically stored information, formulas, drawings, specifications and other information disclosed to the Employee or developed or known by the Employee as a consequence of or through his or her employment by the Company, relating to the Company's trade secrets, customers, prospective customers, customer lists, products, raw materials, processes, suppliers, personnel, and services including information relating to research, development, formulations, inventions, manufacturing, purchasing, accounting, engineering, advertising and marketing, merchandising, selling, and customers' confidential information disclosed to Company ; provided, that however, the obligation of confidentiality as set forth herein with respect to Confidential Information shall not apply to information if the Employee can demonstrate in writing to the Employer's satisfaction that the same (i) has been published or is otherwise generally known in the industry at the time of disclosure; or (ii) becomes published or otherwise generally known in the industry after disclosure to the Employee, other than in violation of this Agreement; or (iii) was in the possession of the Employee prior to the date of his or her hiring by the Company, and was not acquired directly or indirectly from the Company; or (iv) was received after the date of Employee's hiring by the Company from a third party who did not require such Information to be held in confidence and who did not acquire such information directly or indirectly from the Company under an obligation or confidence; or (v) is required to be disclosed by the Employee to comply with a court order or governmental regulations, provided that in all the foregoing situations the Employee provides written notice to the Employer prior to any such disclosure and takes all reasonable and lawful actions to avoid and/or to minimize the extent of such disclosure.

CONFLICTING ORGANIZATION or COMPETITOR means any person or

organization engaged in or about to become engaged in research on or development, production, marketing or selling of a Conflicting or Competing Product in North or South America.

CONFLICTING PRODUCT or COMPETING PRODUCT means film produced by the Calendering or Extrusion method, and includes laminated film and coated film sold for use for those Applications described and shown from time to time on the Company's website (www.kpfilms.com) and for those Applications in active development by the Company. In the event the Company produces other products in the future, those products will be deemed added to this Agreement as Conflicting Products or Competing Products.

EMPLOYMENT includes the time during which the Employee is employed by the Company from the first working day, to the last working day, inclusive, of the Employee, and with respect to Contributions, includes all time whether or not during regular working hours at the Company and whether or not with the use of the Company's facilities, material or personnel.

3. DISCLOSURE OF CONTRIBUTIONS

The Employee shall disclose promptly and fully to the Company or its designee and to no one else any and all Contributions which are made or conceived either solely or jointly with others and which are related to the field of work of the Company or its products, processes, equipment, development, engineering or marketing: (1) during the course of Employment, or (2) within one year after end of any Employment if based upon the Company's Confidential Information. Employee shall not be paid a royalty or any consideration other than Employee's regular compensation. Contributions which were made or conceived solely or jointly with others prior to Employment or which are outside the scope of this Agreement are exempt from this disclosure obligation.

The Employee shall submit a written report upon completion of any studies or research projects undertaken on the Company's behalf, whether or not in the Employee's opinion a given project has resulted in a Contribution.

The Employee shall attach to this Agreement a description of any contributions or Confidential Information with respect to which at the time of execution of this Agreement the Employee or a third party has rights. Such description shall be in general terms so as to not constitute a material disclosure of a Contribution and/or a disclosure of Employee's or a third party's Confidential Information. The description shall be incorporated into and be a part of this Agreement. Failure to attach such description, or failure to include any Contribution or Confidential Information therein, shall conclusively relieve the Company of any responsibility or liability relating to any such Contributions or Confidential Information.

4. ASSIGNMENT OF CONTRIBUTIONS

The Employee hereby assigns and agrees to assign to the Company and/or its designee, his or her entire right, title and interest in any and all Contributions which are to be disclosed under paragraph 3 and to applications to United States or foreign letters patent. The Employee shall make, execute and deliver all further instructions and documents which the Company considers necessary to properly effect or perfect any assignments under this paragraph 4. Included in this paragraph 4 is the Employee's entire right, title and interest in any and all patent applications relating to the Employee's Contributions.

5. PATENTS

The Company or its designee in its sole discretion shall determine whether or not a patent application or applications shall be filed in the United States or elsewhere for any and all of the Employee's Contributions which are to be disclosed and be the property of the Company as provided in paragraphs 3 and 4. The Company shall have the royalty-free right to use in its business and to make, use, and sell products, processes and services derived from any Contributions. The Employee shall assist the company or its designee as may be reasonably required in the preparation and prosecution of all such patent applications. The Employee shall also further assist the Company or its designee as may be reasonably required, such as by testifying as to his or her Contributions and activities in connection therewith, in any legal proceeding, including patent infringement suits, or involving the maintenance of a patent whose subject is his or her Contribution.

11. PREVIOUS OBLIGATIONS OF EMPLOYEE

The Employee warrants and represents that he or she has not previously assumed any obligation to others inconsistent with either his or her employment by the Company, or the Employee's responsibilities and obligations under this Agreement.

COMPANY:

Klöckner Pentaplast of America, Inc.

Date: 7/15/13

BY: Michael D. Yeatts
Print Name/Title: MICHAEL D. YEATTS
DIRECTOR, Human Resources

EMPLOYEE:

Date: July 15, 2013

Timothy D. Weatherill
Signature

Timothy D. Weatherill
Print Name

Noncompete Agr October-2012