

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8141033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT SCHEDULE A - ASSIGNMENT AND CONFIDENTIALITY
CONVEYING PARTY DATA	
Name	Execution Date
MATT PILAPIL	04/01/2010
RECEIVING PARTY DATA	
Name:	SWITCH MATERIALS INC.
Street Address:	3650 GILMORE WAY
City:	BURNABY
State/Country:	CANADA
Postal Code:	V5G 4W8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15527238
CORRESPONDENCE DATA	
Fax Number:	(423)229-1239
<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:	423-229-6835
Email:	jlmcglathlin@eastman.com
Correspondent Name:	EASTMAN CHEMICAL COMPANY
Address Line 1:	200 SOUTH WILCOX DRIVE
Address Line 4:	KINGSPORT, TENNESSEE 37660
NAME OF SUBMITTER:	MICHAEL J. BLAKE
SIGNATURE:	/Michael J. Blake/
DATE SIGNED:	08/30/2023
Total Attachments: 4	
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SCHEDULE A - ASSIGNMENT AND CONFIDENTIALITY

THIS AGREEMENT DATED AND MADE EFFECTIVE THE 1st DAY OF April 2010.

BETWEEN:

SWITCH Materials Inc, a company incorporated under the laws of British Columbia, having a registered office at 3650 Gilmore Way, Burnaby, British Columbia, Canada V5G 4W8;

("SWITCH")

AND:

Matt Pilapil, of 7240 2nd St, Burnaby BC, V3N 3P8

(the "Employee")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Employee's employment with SWITCH, the covenants and agreements contained herein and the payment of one dollar now made by each party to the other, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

1. Definitions

- 1.1 **Business**. "Business", as referred to herein, means synthetic organic materials chemistry, polymer processing, and molecular engineering, with specific expertise in photochromic and electrochromic organic compounds and the incorporation of these compounds into formulations for use in optical filter and other applications;
- 1.2 **Confidential Information**. "Confidential Information" includes, but is not limited to i) any and all knowledge, know-how, information, and/or techniques relating to the SWITCH's products, services, Business, personnel, commercial activities, and research and development activities including, without limitation formulas, compounds, programs, prototypes, devices, concepts, inventions (whether or not patentable), designs, methods, techniques, processes, data, know-how, trade secrets, and unique combinations of separate items, which individually may or may not be confidential, which information is not generally known to the public.; (ii) all Inventions related to the Business; (iii) information regarding SWITCH 's Business operations, methods and practices, including market strategies, product pricing, margins and hourly rates for staff and information regarding the financial affairs of SWITCH; (iv) the names of SWITCH's clients and the nature of SWITCH's relationships with these clients and suppliers; (v) technical and business information of or regarding clients SWITCH obtained in order for SWITCH to provide such clients with products and services including business operations, methods and practices and product plans of such clients; and (vi) any other trade secret or confidential or proprietary information in the possession or control of SWITCH.

"Confidential Information" does not include information that is or becomes generally available to the public without the Employee's fault or that the Employee can establish, through written records, was in his or her possession prior to joining SWITCH.

- 1.3 Inventions. "Inventions", as referred to herein, includes, but is not limited to all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know how, trade secrets and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to SWITCH's Business and which the Employee conceives of or makes for SWITCH or its subsidiaries or affiliates during the Employee's performance of his duties.

2. **Non-Disclosure**

- 2.1 No Disclosure. Except as expressly permitted by this Agreement or as required by law, the Employee shall not, either during his or her employment with SWITCH or at any time thereafter, directly or indirectly disclose, allow access to, transmit, transfer or make available any Confidential Information to any person, firm, corporation or other entity, other than to directors, senior officers or Employees of SWITCH who are required to have knowledge of such Confidential Information to perform their duties for SWITCH or otherwise at the request of SWITCH and for SWITCH's purposes.
- 2.2 Use of Confidential Information. The Employee shall not, either during his or her employment with SWITCH or at any time thereafter, use the Confidential Information for his or her own purposes, or purposes of other third party, or in any manner except as reasonably required for the Employee to perform his or her duties for SWITCH.
- 2.3 Protective Measures. The Employee shall take all reasonable measures available to him or her, and in any event not less than those used to protect his or her own confidential information, to keep the Confidential Information in the strictest confidence.
- 2.4 Non-competition. The Employee agrees that upon termination of employment, SWITCH shall be entitled to reasonable protection against the unfair use of the Confidential Information, and against unfair competition through the Employee's use of the Confidential Information. The Employee agrees that upon the termination of employment with SWITCH, for any reason whatsoever, he shall not, for a period of twelve (12) months commencing on the termination of the Agreement, directly or indirectly, as a shareholder, employer, employee, partner, proprietor, director, officer, principal, agent, advisor or through the medium of any firm, corporation or other entity or in any other capacity whatsoever: carry on or be engaged in, concerned or interested in any endeavour which directly competes with the Business; or assist any person to carry on, engage in or participate in any endeavour which is in direct competition with the Business.
- 2.5 Non-solicitation. The Employee further agrees that during this Agreement and for a period of twelve (12) months following termination of this Agreement, however caused, he will not solicit or attempt to solicit any customer, business partner or employee of SWITCH; and he will not hire or take away or cause to be hired or taken away any employee of SWITCH for the purposes of employment in any business related to or competitive to the Business.

3. **Ownership of Confidential Information**

- 3.1 No Interest. The Employee acknowledges and agrees that he or she shall not acquire any right, title or interest in or to the Confidential Information or the Inventions.
- 3.2 Invention Assignment. The Employee agrees that SWITCH will have exclusive ownership in all Inventions and that the Employee will promptly disclose the Inventions to SWITCH in writing. This will be the case, whether or not an Invention is: (i) capable of being protected by copyright, patent, industrial design, trade mark or other similar legal protection, (ii) conceived or made by the Employee during or outside the Employee's regular working hours, or (iii) conceived or made by the Employee

alone or jointly with others. However, it is acknowledged and agreed that this section will not apply to any Invention developed by the Employee outside his regular working hours if such Invention: (i) was not within the scope of their duties (ii) was developed without the use of Confidential Information, and (iii) was developed without the use of any of SWITCH's corporate resources.

- 3.3 Non-Solicitation. The Employee hereby assigns to SWITCH all rights, title and interest the Employee may now or in the future have in and to the Inventions and waives the Employee's moral rights, and causes the author(s) to waive his, her or their moral rights, to any and all copyrights subsisting in the Inventions. If required by SWITCH, the Employee also agrees to sign any applications or other documents the Employee may reasonably request: (i) to obtain or maintain patent, copyright, industrial design, trade mark or other similar protection for the Inventions, (ii) to transfer ownership of the Inventions to SWITCH, and (iii) to assist SWITCH in any proceeding necessary to protect and preserve the Inventions. SWITCH will pay for all expenses associated with preparing and filing such documents.
- 3.4 Return of SWITCH Property. Upon termination of the Employee's employment, the Employee will promptly return to SWITCH all property of SWITCH including all written information, tapes, discs or memory devices and copies thereof, and any other material on any medium in the Employee's possession or control pertaining to the business of SWITCH, without retaining any copies or records of any Confidential Information whatsoever. The Employee will also return any keys, pass cards, identification cards or other property belonging to SWITCH.
- 3.5 No Conflicting Obligations. The Employee agrees that he or she shall not breach any agreement or other obligation to keep confidential the proprietary information of any prior employer or any other third party. The Employee acknowledges and represents that he or she is not bound by any agreement or obligation with any third party that conflicts with any of his or her obligations under this Agreement. The Employee represents and agrees that he or she shall not bring to SWITCH, and shall not use in the performance of his or her work with SWITCH, any trade secrets, confidential information and other proprietary information of any prior employer or any third party. The Employee represents and agrees that in his or her work creating Inventions, he or she will not knowingly infringe the intellectual property rights, including copyright, of any third party.

4. General

- 4.1 Injunctive Relief. The parties to this Agreement recognize that a breach by the Employee of any of the covenants contained herein would result in damages to SWITCH and that SWITCH would not be adequately compensated for such damages by a monetary award. Accordingly, the Employee agrees that in the event of any such breach, in addition to all the remedies available to SWITCH at law or in equity, SWITCH shall be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way or restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.
- 4.2 Waiver of Defenses. The parties agree that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by SWITCH and are reasonable and valid, and all defenses to the strict enforcement thereof by SWITCH are hereby waived by the Employee.
- 4.3 Gender and Number. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 4.4 Severability. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, (i) such invalidity, illegality or unenforceability shall not effect the validity of any remaining portion of the Agreement in that jurisdiction, which remaining

portion shall remain in full force and effect as if the Agreement had been executed with the invalid portion thereof eliminated; and (ii) the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction.

- 4.5 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 4.6 Entire Agreement. The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous oral and written communications. This Agreement cannot be amended or supplemented except by a written agreement executed by both parties hereto.
- 4.7 Terms to Prevail. In the event of any conflict between the provisions of this Agreement and any other agreement between SWITCH and the Employee, the provisions of this Agreement shall prevail and govern.
- 4.8 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia and the parties hereto submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have hereunto duly executed this Agreement as of the day and year first above written.

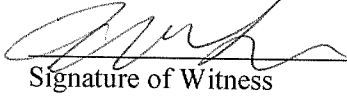
SIGNED, SEALED AND DELIVERED BY
SWITCH Materials Incorporated per:


Authorized Signatory

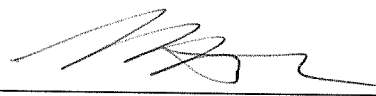
Name of Signatory: Doug Wiggan

Title of Signatory: CEO

SIGNED, SEALED & DELIVERED)
by **Matthew Smit** in the presence of:)


Signature of Witness)

Name of Witness: NICOLE LEE)



Matt Pilapil