

## PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI394769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Alexander Hsu	07/25/2024
Sara Tabandeh	07/25/2024
Frederick Richard Kearney	07/29/2020
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Warner Babcock Institute for Green Chemistry LLC
<b>Street Address:</b>	116 John St., STE 130
<b>City:</b>	Lowell
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01852
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	18217227
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	6179883549
<b>Email:</b>	patentdocketing@foleyhoag.com,ggalvis@foleyhoag.com
<b>Correspondent Name:</b>	Geraldine Galvis
<b>Address Line 1:</b>	155 Seaport Boulevard
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210-2600
<b>ATTORNEY DOCKET NUMBER:</b>	ARD-00101
<b>NAME OF SUBMITTER:</b>	Geraldine Galvis
<b>SIGNATURE:</b>	Geraldine Galvis
<b>DATE SIGNED:</b>	07/30/2024
<b>Total Attachments: 15</b>	
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## ASSIGNMENT

WHEREAS, we, Alexander Hsu and Sara Tabandeh, and Frederick Richard Kearney (**deceased**) have invented one or more inventions described in an application for Letters Patent of the United States, entitled **COMPOSITIONS AND METHODS FOR REDUCING DELETERIOUS ATMOSPHERIC GAS EMISSIONS FROM FLOODED ECOSYSTEMS** the specification of which:

- is being executed herewith; and is about to be filed in the United States Patent Office;
- was filed on June 30, 2023 as U.S. Application No. 18/217227 ;
- was filed on June 30, 2023 as PCT Application No. PCT/US23/26747 ;
- was patented on \_\_\_\_\_ as U.S. Patent No. \_\_\_\_\_ ;

WHEREAS, **Warner Babcock Institute for Green Chemistry LLC**, (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of **Delaware**, having principal offices at 116 John St., STE 130, Lowell, MA 01852, desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention(s) as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any substitution, reissue, continuation, divisional, revival and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said application; said invention(s), application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of

ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, continuation or revival applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

Inventor: *Alexander Hsu* Date: 7/25/24  
Alexander Hsu  
27 Frederick Street  
Address: Belmont, Massachusetts 02478

Witness: *Sara Tabandeh* Date: 7/25/24  
Print Name: SARA TABANDEH

Inventor: Sara Tabandeh  
Sara Tabandeh  
95 Fawcett Street, Apt. 509  
Address: Cambridge, Massachusetts 02138

Date: 7/25/24

Witness: CPB  
Print Name: Alex Hsu

Date: 7/25/24

Inventor: \_\_\_\_\_ Date: \_\_\_\_\_

Frederick Richard Kearney  
**(deceased)**

Address: 198 Bullard Street  
Walpole, Massachusetts 02081  
United States of America

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

ACKNOWLEDGEMENT OF ASSIGNEE:

I hereby acknowledge the foregoing executed Assignment on behalf of Warner Babcock Institute for Green Chemistry LLC,

By: 

Date: 7 | 25 | 2024

Name: JOSEPH PONT

Title: CEO

WARNER BABCOCK INSTITUTE FOR GREEN CHEMISTRY, LLC  
CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In exchange for my becoming employed (or my employment being continued), or retained as a consultant (or my consulting relationship being continued) by Warner Babcock Institute for Green Chemistry, LLC, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and for any cash and equity compensation for my services, I hereby agree as follows:

1. Confidentiality Obligation. I understand and agree that all Confidential Information (as defined below) shall be the sole property of the Company and its assigns, including all trade secrets, patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may acquire in such Confidential Information. I will hold in confidence and not directly or indirectly to use or disclose any Confidential Information I obtain during my employment or consulting relationship, whether or not during working hours, except to the extent authorized by the Company, until such Confidential Information becomes generally known or I become legally compelled to disclose any Confidential Information. I agree not to make copies of such Confidential Information except as authorized by the Company. Upon termination of my employment or consulting relationship or upon an earlier request of the Company, I will return or deliver to the Company all tangible forms of such Confidential Information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

2. Ownership of Physical Property. All documents, apparatus, equipment and other physical property in any form, whether or not pertaining to Confidential Information, furnished to me by the Company or produced by me or others in connection with my employment or consulting relationship shall be and remain the sole property of the Company. I shall return to the Company all such documents, materials and property as and when requested by the Company, except only (i) my personal copies of records relating to my compensation; (ii) if applicable, my personal copies of any materials evidencing units of the Company's equity interests purchased by or granted to me and/or options to purchase units of the Company's equity interests granted to me; (iii) my copy of this Agreement and (iv) my personal property and personal documents I bring with me to the Company and any personal correspondence and personal materials that I accumulate and keep at my office during my employment (my "Personal Documents"). Even if the Company does not so request, I shall return all such documents, materials and property upon termination of my employment or consulting relationship, and, except for my Personal Documents, I will not take with me any such documents, material or property or any reproduction thereof upon such termination.

3. Inventions.

(a) Without further compensation, I hereby agree promptly to disclose to the Company, all Inventions (as defined below) which I may solely or jointly develop or reduce to practice during the period of my employment or consulting relationship with the Company which directly (i) pertain to any line of business activity of the Company during the time of my employment, (ii) are aided by the use of time, material or facilities of the Company, whether or not during working hours or (iii) relate to any of my work during the period of my employment or consulting relationship with the Company, whether or not during normal working hours ("Company



Inventions”). All Company Inventions that I conceive, reduce to practice, develop or have developed (in whole or in part, either alone or jointly with others) during the term of my employment or consultancy or during the Restricted Period shall be the sole property of the Company and its assigns to the maximum extent permitted by law (and to the fullest extent permitted by law shall be deemed “works made for hire”), and the Company and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights that I may have or acquire in such Company Inventions.

(b) I attach hereto as Exhibit A a complete list of all Inventions, if any, made by me prior to my employment or consulting relationship with the Company that are relevant to the Company’s business, and I represent and warrant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement. If in the course of my employment or consultancy (as the case may be) with the Company, I use or incorporate into a product or process an Invention not covered by Section 3(a) of this Agreement in which I have an interest, the Company is hereby granted an exclusive, fully paid-up, royalty-free, perpetual, irrevocable worldwide license of my interest to use and sublicense such Invention without restriction of any kind.

4. **Further Assistance; Power of Attorney.** I agree to perform all acts reasonably deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions assigned to the Company as set forth in Section 3 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. This obligation will survive the termination of my employment or consulting relationship, provided that the Company will compensate me at a reasonable rate after such termination for time actually spent by me at the Company’s request on such assistance. In the event that the Company is unable for any reason whatsoever to secure my signature to any document reasonably necessary or appropriate for any of the foregoing purposes, I hereby irrevocably designate the Company and its duly authorized officers and agents as my agent and attorney-in fact, to execute and file on my behalf any such applications and to do all other lawful acts to further the prosecution and issuance of patents, copyright and mask work registrations related to such Inventions. This power of attorney shall not be affected by my subsequent incapacity.

5. **Definition of Inventions.** As used in this Agreement, the term “Inventions” means discoveries, developments, concepts, designs, ideas, know-how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon.

6. **Confidential Information.** As used in this Agreement, the term “Confidential Information” means information or physical material not generally known or available outside the Company or information or physical material entrusted to the Company by third parties. This includes, but is not limited to, Inventions, confidential knowledge, copyrights, product ideas, techniques, processes, formulas, object codes, biological materials, mask works and/or any other information of any type relating to documentation, laboratory notebooks, data, schematics,

algorithms, flow charts, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, sales, pricing, customers, the salaries, duties, qualifications, performance levels and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations. Confidential Information may be contained in material such as drawings, samples, procedures, specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations or computer programs, or may be in the nature of unwritten knowledge or know-how. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes publicly available through no act of my own in breach of this Agreement; (ii) was in my possession prior to its disclosure hereunder, as I can so prove; (iii) is independently developed by me, as I can so prove; or (iv) is received by me from an outside source without any restriction on use or disclosure.

7. **Solicitation of Employees, Consultants and Other Parties.** I agree that during the term of this Agreement and for a period of twelve (12) months immediately following the termination of my employment with the Company for any reason, whether with or without cause (such period, the "Restricted Period"), I shall not either directly or indirectly solicit, induce, recruit, hire or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage, hire or take away employees or consultants of the Company for myself or for any other person or entity. Further, I shall not use any Confidential Information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. For the purposes of this Agreement, the "business of the Company" shall include developing and commercializing technologies that are environmentally superior to existing technologies having similar purposes, including research, discovery, development, design, and testing of technologies, products and processes, making, using, selling, commercializing or otherwise profiting from the resulting technologies, products and processes, whether directly or through licensing to third parties or in any other manner, and providing related consulting or other professional services to others.

8. **Noncompetition.**

(a) I agree that during the course of my employment and during the Restricted Period, I will not within the Territory (defined below), without the prior written consent of the Company, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate myself with, any business in competition with the Company's business, as defined in Section 7 above, and I will not develop any technology that competes with the technology owned by or licensed to the Company. "Territory" shall mean (x) all counties in The Commonwealth of Massachusetts, (y) all other states of the United States of America in which the Company had any customers or had contact with any potential customers prior to or as of the date of the termination of my relationship with the Company and (z) all other countries of the world in which the Company had any customers or had contact with potential customers prior to or as of the date of the termination of my relationship with the Company. Notwithstanding the foregoing, nothing in this Agreement will prevent me from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, or from owning no

more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange or the Nasdaq Global Market.

(b) I acknowledge that I will derive significant value from the Company's agreement to provide me with access to the Company's laboratory equipment and other assets, including but not limited to its Confidential Information, to enable me to optimize the performance of my duties to the Company. I further acknowledge that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use the Company's Confidential Information other than for the Company's exclusive benefit and my obligation not to compete contained in subsection (a) above, is necessary to protect the Company's Confidential Information and, consequently, to preserve the value and goodwill of the Company. I further acknowledge the time, geographic and scope limitations of my obligations under subsection (a) above are reasonable, especially in light of the Company's desire to protect its Confidential Information, and that I will not be precluded from gainful employment if I am obligated not to compete with the Company during the period and within the Territory as described above.

(c) The covenants contained in subsection (a) above shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsection (a) above. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of subsection (a) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

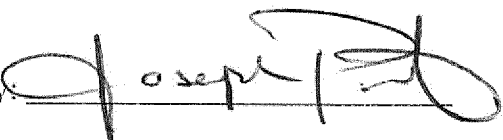
9. **No Conflicts.** I represent that my performance of all the terms of this Agreement as an employee of or consultant to the Company does not and will not breach any agreement or obligation to any previous employers or others (including obligations to keep in confidence confidential information, knowledge or data acquired by me in confidence or in trust prior to my becoming an employee or consultant of the Company), and I will not disclose to the Company, or induce the Company to use, any confidential information or material belonging to any previous employer or others. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement. I attach hereto as Exhibit B a complete list of all proprietary information and confidentiality agreements, non-competition agreements, trade secret agreements, agreements otherwise limiting my ability to compete with or use the information of any other person or entity or any other agreements of a similar nature, other than any such agreements between the Company and me ("Other Confidentiality Agreements"), to which I am a party. A true and complete copy of each of the Other Confidentiality Agreements set forth on Exhibit B is attached to Exhibit B.

10. **No Interference.** I certify that, to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement.

11. **Effects of Agreement.** This Agreement (a) inures to the benefit of successors and assigns of the Company and (b) is binding upon my heirs and legal representatives.

[Signature Page Follows]

WARNER BABCOCK INSTITUTE  
FOR GREEN CHEMISTRY, LLC

By: 

Title: CEO

Dated: July 14, 2020

  
[Employee/Consultant Name]

Dated: July 29, 2020

Exhibit A

**Warner Babcock Institute  
For Green Chemistry, LLC**

Ladies and Gentlemen:

1. The following is a complete list of all Inventions relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me, alone or jointly with others or which has become known to me prior to my employment by the Company. I represent that such list is complete.

*- no items to declare*

2. I propose to bring to my employment or consultancy the following materials and documents of a former employer:

No materials or documents.

See below:

By:

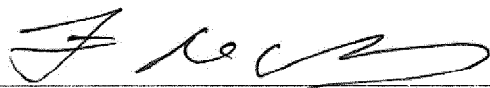
  
Frederic Richard Kearney  
[Please Print Name]

Exhibit B


Warner Babcock Institute  
For Green Chemistry, LLC

Ladies and Gentlemen:

The following is a complete list of all Other Confidentiality Agreements. I represent that (i) such list is complete; and (ii) a true and complete copy of each of the Other Confidentiality Agreements is attached to this Exhibit B.

*- no items to declare*

By:

  
\_\_\_\_\_  
*Frederick Richard Kearney*  
[Please Print Name]



July 14, 2020

Frederick Richard Kearney  
198 Bullard Street  
Walpole, MA 02081

Dear Rich,

The Warner Babcock Institute for Green Chemistry is pleased to present you with this offer for employment as Senior Scientist with a start date of August 4, 2020. We are all excited about the knowledge and potential you will bring to our company.

Your starting compensation would be a gross annual salary of [REDACTED] paid on a bi-weekly basis. This is an exempt position for purposes of federal wage-hour law, which means that you will not be eligible for overtime time pay for hours actually worked in excess of 40 in a given workweek.

In addition to your compensation, you will be eligible to receive the benefits which are offered to all full-time Warner Babcock employees. At the time of this offer letter, we provide a medical plan backed by an HSA and vision. These benefits are described in the enclosed materials. You will also be entitled to 20 paid days off per year in addition to those public holidays observed by the Company. Please refer to the employee handbook regarding the terms and conditions set forth.

This offer is also contingent on your agreement to our terms as stated on our Confidential Information and Inventions Agreement, as is and without the inclusion of any items in "Exhibit A" or "Exhibit B" of that Agreement. If you anticipate including any items in either Exhibit, you should contact the Company immediately, as all such items must be approved in writing in advance by the Company's President or CEO prior to your first day of employment.

We greatly look forward to having you join our Organization and become a member of our team. In accepting our offer of employment, you certify your understanding that your employment will be on an at-will basis, and that neither yourself nor the Company has entered into a contract regarding the terms or the duration of your employment. As with all our employees, you will be free to terminate your employment with the Warner Babcock Institute at any time, with or without cause or advance notice. Likewise, WBI will have the right to reassign you, to change your compensation, or to terminate your employment at any time, with or without cause or advance notice.

This offer of employment will expire five days from the date of this letter. Should you have any questions about this offer, or starting with the Warner Babcock Institute for Green Chemistry, please do not hesitate to contact me or our Human Resources administrator.



Yours Sincerely,



**Joseph L. Pont**  
Chief Executive Officer  
Warner Babcock Institute for Green Chemistry, LLC

I agree to the terms of the employment set forth above.

  
Signature

7/29/2020  
Date

