

CAVELIER

ABOGADOS

EDIFICIO SISKI

CARRERA 4a N° 72-35

BOGOTÁ, 8 – COLOMBIA

REPRESENTACION

REPRESENTATION

Yo (nosotros), abajo firmado (s)/I (we), the undersigned

HS MANUFACTURING GROUP LLC

domiciliado (s) 41 Madison Avenue 31st Floor New
en/of York City, NY 10010, USA

Por el presente nombramos a CAVELIER ABOGADOS SAS, constituida de conformidad con las leyes de la República de Colombia, mediante Escritura Pública 713 de 16 de marzo de 2017, otorgada en la Notaría Sexta del Círculo de Bogotá, con matrícula mercantil 00820237 y NIT 860041367-3, domiciliada en la Carrera 4a N° 72-35, Bogotá, Colombia, como nuestra representante en todos los asuntos de Propiedad Industrial e Intelectual, con facultad para recibir notificaciones y nombrar apoderados judiciales o extrajudiciales.

CAVELIER ABOGADOS SAS también podrá representarnos, con las mismas facultades arriba indicadas, ante cualesquiera entidades o personas, ejerzan o no jurisdicción, autoridades administrativas o jurisdiccionales, tribunales de arbitramento, en asuntos de naturaleza civil, comercial, penal, constitucional, competencia, competencia desleal, administrativa, contencioso administrativa, protección del consumidor, variedades vegetales, nombres de dominio, oposiciones u observaciones, cancelación administrativa y judicial, nulidad, medidas cautelares, concesión de licencias, acciones de tutela, la protección de secretos industriales, derecho regulatorio y en general para que nos represente en cualesquiera acciones y procesos que promovamos o se nos promuevan.

La representante podrá, en nuestro nombre, designar apoderados para actuar ante autoridades administrativas y judiciales, por vía extrajudicial y también procesalmente en nuestro nombre, como demandantes, como demandados, como litisconsortes, como agentes oficiosos, como terceros, por llamamiento en garantía o como intervinientes ad excludendum. Dentro de esta autorización, la representante podrá facultar a los

Do hereby appoint CAVELIER ABOGADOS SAS, incorporated under the laws of the Republic of Colombia by means of Public Deed 713 of March 16, 2017, granted before Notary Sixth of the Bogota Circuit, with Mercantile Registration No. 00820237 and Taxpayer Identification Number 860041367-3, domiciled at Carrera 4a N° 72-35, Bogota, Colombia, as our representative for all Industrial and Intellectual Property matters with faculty to receive notifications and appoint attorneys in and out of Court.

CAVELIER ABOGADOS SAS may also represent us, with the same faculties stated above, before any entities or persons, with or without jurisdiction, administrative or jurisdictional authorities, courts of arbitration, in civil, commercial, criminal, constitutional, competition, unfair competition, administrative, administrative contentious, consumer protection, plant varieties, domain names, opposition or observation matters, administrative and Court cancellation, nullity, precautionary measures, licensing, action for writ mandamus, protection of trade secrets, regulatory law and in general represent us in any actions and suits instituted by us or against us.

The representative may, in our name, designate attorneys to act before administrative and judicial authorities, through out-of-court channels, and also procedurally in our name as plaintiff, defendant, joint litigant, representative without power of attorney, third party, when summoned to appear in court or as intervener ad excludendum. Under this authorization, the representative may empower the attorneys appointed

apoderados que ella designe para transigir, conciliar,

thereby to compromise, conciliate, admit the facts of

admitir los hechos del proceso, desistir, cancelar, recibir, renunciar y sustituir el poder que se le otorgue. Así mismo, la representante tendrá la facultad para revocar el poder así otorgado en el momento que considere pertinente. La representante en todo caso podrá ratificar los actos de agentes oficiosos.

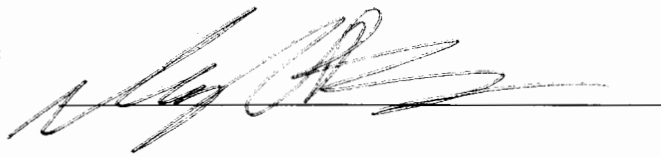
the case, desist, cancel, receive, resign and substitute the power of attorney granted thereto. Likewise, the representative shall have the faculty of revoking the power of attorney thus granted at any time it may deem convenient. The representative may in any case ratify the acts of representatives without a power of attorney.

Dado y firmado hoy/Given and signed this 21st day of March 2019

En/in Missouri City, Texas USA

Por/by Daryl A. Basham CEO

Firma/Signature





Cámara de Comercio de Bogotá

SEDE CHAPINERO

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CERTIFICADO DE EXISTENCIA Y REPRESENTACIÓN LEGAL O
INSCRIPCIÓN DE DOCUMENTOS

La Cámara de Comercio de Bogotá, con fundamento en las matrículas e inscripciones del registro mercantil.

CERTIFICA:

Nombre : CAVELIER ABOGADOS SAS
N.I.T. : 860041367-3
Domicilio : Bogotá D.C.

CERTIFICA:

Matrícula No: 00820237 del 11 de septiembre de 1997

CERTIFICA:

Renovación de la matrícula: 21 de marzo de 2019
Último Año Renovado: 2019
Activo Total: \$ 13,357,685,822
Tamaño Empresa: Mediana

CERTIFICA:

Dirección de Notificación Judicial: CARRERA 4 NO 72 A - 35
Municipio: Bogotá D.C.
Email de Notificación Judicial: cavelier@cavelier.com

Dirección Comercial: CARRERA 4 NO 72 A - 35
Municipio: Bogotá D.C.
Email Comercial: cavelier@cavelier.com

Constanza
del Pilar
Puentes
Trujillo

CERTIFICA:

Constitución: Que por Escritura Pública No. 0006233 de Notaría sexta de Bogotá D.C. del 10 de septiembre de 1974, inscrita el 26 de septiembre de 1974 bajo el número 00021234 del libro IX, se constituyó la sociedad civil denominada: CAVELIER PERDOMO Y CAVELIER.

CERTIFICA:

Que por Escritura Pública No. 0001000 de Notaría sexta de Bogotá D.C. del 10 de marzo de 1983, inscrita el 5 de abril de 1983 bajo el número 00130769 del libro IX, la sociedad cambio su nombre de: CAVELIER PERDOMO Y CAVELIER. por el de: CAVELIER ABOGADOS

CERTIFICA:

Que por Escritura Pública número 1.000 otorgada en la Notaría 6a. De Bogotá el 10 de marzo de 1.983, inscrita en esta cámara de comercio el 5 de abril de 1.983 bajo el número 130769 del libro IX, la sociedad cambio su nombre de: CAVELIER PERDOMO Y CAVELIER, por el de: CAVELIER ABOGADOS, e introdujo otras reformas.

CERTIFICA:

Que por Escritura Pública No. 0713 de la notaria 6 de Bogotá d.C. Del 16 de marzo de 2017, inscrita el 30 de marzo de 2017 bajo el número 02201475 del libro IX, la sociedad de la referencia cambio su nombre de: CAVELIER ABOGADOS por el de: CAVELIER ABOGADOS SAS.

CERTIFICA:

CERTIFICA:

Que por E.P. No. 2.034 de la Notaría 6 de Santafé de Bogotá del 18 de abril de 1.995, inscrita el 27 de abril de 1.995 bajo el No. 5.937 del libro XIII, la sociedad traslado su domicilio de la ciudad de Santafé de Bogotá D.C. al Municipio de tabio (Cundinamarca).

CERTIFICA:

Que por Escritura pública No. 7710 de la Notaría sexta de Bogotá del 10 de octubre de 1984, inscrita el 15 de noviembre de 1984 bajo el no. 1559 del libro XIII, la sociedad cambio su naturaleza jurídica de sociedad comercial a sociedad civil.

CERTIFICA:

Que por Escritura pública No. 0713 de la Notaría 6 de Bogotá D.C., del 16 de marzo de 2017, inscrita el 30 de marzo de 2017 bajo el número 02201475 del libro IX, la sociedad de la referencia cambio su naturaleza de civil a comercial.

CERTIFICA:

Que por Escritura pública No. 0713 de la Notaría 6 de Bogotá D.C., del 16 de marzo de 2017, inscrita el 30 de marzo de 2017 bajo el número 02201475 del libro IX, la sociedad de la referencia se transformó de sociedad colectiva civil a sociedad por acciones simplificada bajo el nombre de: CAVELIER ABOGADOS SAS.

CERTIFICA:

REFORMAS:

ESCRITURAS NO.	FECHA	NOTARIA	INSCRIPCION
842	10-V-1.977	18. BTA.	27-V-1.977-NO. 46.204
3.430	1-VII-1.980	6A. BTA.	3-IX-1.980-NO. 89.582
4.844	10-IX-1.980	6A. BTA.	8-X-1.980-NO. 91.261
432	10-II-1.983	6A. BTA.	1-III-1.983-NO.129.337
7.710	10-X-1.984	6A. BTA.	15-XI-1.984-NO. 1.559
7.305	21-X-1.985	6A. BTA.	18-XI-1.985-NO. 1.906
2.567	29-IV-1.987	6A. BTA.	7-V- 1.987-NO. 2.386
4.278	3-VII-1.987	6A. BTA.	23-VII-1987 NO.215.652
2.657	25- IV-1.988	6A. BTA.	19- V -1988-NO. 2,740
9.033	21-XII-1.990	6A. BTA.	10- I - 1991-NO. 3.786
25	3- I -1.991	6A. BTA.	10- I - 1991-NO. 3.787
1.608	8-III-1.991	6A. BTA.	14-III- 1991-NO. 3.841
2.155	2-IV- 1.991	6A. BTA.	8-IV - 1991-NO. 3.862
797	7-II -1.991	6A. BTA.	7- V -1991-NO. 3.882
1.739	14-III-1.991	6A. BTA.	7- V -1991-NO. 3.881
5.886	21-VIII-1.991	6A. BTA.	27-VIII-1991 NO. 4.019
8.596	4-XII -1.991	6A. BTA.	16-III -1992 NO. 4.430
1.494	10-III -1.992	6A. BTA.	19-III -1992 NO. 4.436
4.205	8 -VII -1.992	6A. BTA.	15-VII -1992 NO. 4.554
8.829	16-XII -1.992	6A. BTA.	24-XII -1992 NO. 4.819
12	5-I -1.993	6 STAFE BTA	13-I -1993 NO. 4.850
4.877	29-VI -1.993	6 STAFE BTA	7-VII -1993 NO. 5.065
5.216	12-VII -1.993	6 STAFE BTA	16-VII -1993 NO. 5.077
ACTA NO.71	2-IX- 1.993	JUNTA DE SOCIOS	29-IX- 1993 NO. 5.174
2.034	18-IV- 1.995	6 STAFE BTA	27- IV -1995 NO. 5.937
2.227	25-IV-1.995	6 STAFE BTA	18-VIII-1.995 NO. 6.092
7.594	12-XII-1.995	6 STAFE BTA	19- XII-1.995 NO. 6.294
676	11- II-1.997	6 STAFE BTA	14- II -1.997 NO. 6.873

CERTIFICA:

Reformas:

Documento No.	Fecha	Origen	Fecha	No.Insc.
0004506	1997/07/28	Notaría 6	1997/09/02	00007115
0006709	1997/11/04	Notaría 6	2000/12/04	00008481
0002103	1998/04/08	Notaría 6	1998/04/21	00007426
0005326	1998/08/06	Notaría 6	1998/08/13	00007544
0005538	1998/08/14	Notaría 6	1998/08/27	00007564
0007760	1998/11/10	Notaría 6	1998/11/12	00007644
0003034	2003/05/30	Notaría 6	2003/06/04	00882729
0003786	2004/07/16	Notaría 6	2004/07/28	00009703
0001432	2005/03/18	Notaría 6	2005/04/07	00009917
0004818	2005/08/22	Notaría 6	2005/08/26	00010008
0005506	2007/07/17	Notaría 6	2007/07/24	00010841

5453 2009/10/19 Notaría 6 2009/10/21 00012243
1336 2010/03/16 Notaría 6 2010/03/24 00012506
915 2011/02/28 Notaría 6 2011/03/03 00013022
1973 2012/04/27 Notaría 6 2012/07/24 00014134
2938 2013/08/06 Notaría 6 2013/08/08 00014689
960 2016/03/31 Notaría 6 2016/04/19 00015691
961 2016/03/31 Notaría 6 2016/04/19 00015692
962 2016/03/31 Notaría 6 2016/04/19 00015693
0713 2017/03/16 Notaría 6 2017/03/30 02201475
108 2018/08/24 Asamblea de Accionist 2018/12/20 02407076
110 2019/02/25 Asamblea de Accionist 2019/03/12 02434334

CERTIFICA:

Duración: Que la sociedad no se halla disuelta, y su duración es indefinida.

CERTIFICA:

Objeto Social: La sociedad tendrá por objeto el ejercicio de la actividad profesional de abogados y la prestación de servicios de consultoría y asesoría jurídica y empresarial para entidades nacionales y extranjeras. En desarrollo de este objeto social la sociedad podrá adquirir, contraer obligaciones y celebrar toda clase de contratos directamente relacionados y subordinados al mismo objeto, inclusive los de arrendamiento, hipoteca, mutuo con o sin interés, mandato, así como participar en asociaciones científicas, gremiales o profesionales sin ánimo de lucro. En desarrollo del objeto principal, la sociedad podrá realizar sin reserva ni limitación alguna, toda clase de actos y celebrar todo tipo de contratos mercantiles y de cualquier otra naturaleza que resulten convenientes al interés social, así como desarrollar cualquier actividad similar, conexas o complementaria a su objeto social. Así mismo, podrá realizar cualquier otra actividad económica lícita tanto en Colombia como en el exterior. La sociedad podrá registrar en la cámara de comercio a los abogados de la firma, para que ejerzan el mandato y representación de los clientes que le hayan otorgado poder. La sociedad no podrá en ningún caso ser fiadora ni garantizar obligaciones de terceros ni de sus propios accionistas, salvo previa autorización escrita de la asamblea general de accionistas.

CERTIFICA:

Actividad Principal:

6910 (Actividades Jurídicas)

Actividad Secundaria:

7020 (Actividades De Consultoría De Gestión)

Otras Actividades:

9499 (Actividades De Otras Asociaciones N.C.P.)

CERTIFICA:

Capital:

** Capital Autorizado **

Valor : \$150,000,000.00

No. de acciones : 15,000.00



Cámara de Comercio de Bogotá

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Valor nominal : \$10,000.00

**** Capital Suscrito ****

Valor : \$100,000,000.00

No. de acciones : 10,000.00

Valor nominal : \$10,000.00

**** Capital Pagado ****

Valor : \$100,000,000.00

No. de acciones : 10,000.00

Valor nominal : \$10,000.00

CERTIFICA:

Que por Escrituras Públicas no. 001431 y 001432 del 18 de marzo de 2005 de la notaria 06 de Bogotá D.C., inscrita el 07 de abril de 2005 bajo el no. 0009918 y 0009917, respectivamente del libro xiii, de las mil doscientas (1200) partes de interés social radicadas en cabeza de Agnes Gaudebert de Cavelier, seiscientas (600) partes están gravadas o afectadas en propiedad fiduciaria a favor de las siguientes personas : German Cavelier Franco, Ernesto Cavelier Franco, Jorge Cavelier Franco, Ines Cavelier Franco, Guillermo Cavelier Franco, Elena Cavelier Franco, Alejandro Cavelier Franco, Beatriz Cavelier Franco, Y Lucia Cavelier Franco.

CERTIFICA:

Representación Legal: La representación legal de la sociedad estará a cargo del Director y cuatro representantes legales suplentes, designados por la asamblea general de accionistas.

CERTIFICA:

**** Nombramientos ****

Que por Acta no. 111 de Asamblea de Accionistas del 13 de marzo de 2019, inscrita el 27 de marzo de 2019 bajo el número 02440441 del libro IX, fue (ron) nombrado (s):

Nombre	Identificación
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DIRECTOR

LOZANO VILA ALBERTO

C.C. 000000079505546

Que por Acta no. 110 de Asamblea de Accionistas del 25 de febrero de 2019, inscrita el 14 de marzo de 2019 bajo el número 02435262 del libro IX, fue (ron) nombrado (s):

Nombre	Identificación
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REPRESENTANTE LEGAL SUPLENTE

CHAVARRO ARISTIZABAL JORGE	C.C. 000000016209380
REPRESENTANTE LEGAL SUPLENTE	
SARMIENTO CHARRY EDNA DARMELY	C.C. 000000052006265
REPRESENTANTE LEGAL SUPLENTE	
GAUDEBERT DE CAVELIER AGNES JEANNE	C.E. 000000000131100
REPRESENTANTE LEGAL SUPLENTE	
GALLON GIRALDO CARLOS ALBERTO	C.C. 000000019066425

Que por Documento Privado no. sin num de Representante Legal del 26 de abril de 2017, inscrita el 12 de mayo de 2017 bajo el número 02224159 del libro IX, fue (ron) nombrado (s):

Nombre	Identificación
APODERADO JUDICIAL	
ZAPATA GIRALDO ADRIANA	C.C. 000000051680061
APODERADO JUDICIAL	
SUAREZ DE PAEZ LUZ CLEMENCIA	C.C. 000000035456344

CHAVARRO ARISTIZABAL JORGE	C.C. 000000016209380
APODERADO JUDICIAL	
SARMIENTO CHARRY EDNA DARMELY	C.C. 000000052006265
APODERADO JUDICIAL	
RINCON USCATEGUI JOSE ANDRES	C.C. 000000079780910
APODERADO JUDICIAL	
BONETT GONZALEZ MARTHA PATRICIA	C.C. 000000039687253
APODERADO JUDICIAL	
VARELA PEZZANO EDUARDO SECONDO	C.C. 000000072292765

Que por Documento Privado no. sin num de Representante Legal del 19 de diciembre de 2018, inscrita el 19 de diciembre de 2018 bajo el número 02406816 del libro IX, fue (ron) nombrado (s):

Nombre	Identificación
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
ZAPATA GIRALDO ADRIANA	C.C. 000000051680061
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
SUAREZ DE PAEZ LUZ CLEMENCIA	C.C. 000000035456344
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
CHAVARRO ARISTIZABAL JORGE	C.C. 000000016209380
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
SARMIENTO CHARRY EDNA DARMELY	C.C. 000000052006265
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
RINCON USCATEGUI JOSE ANDRES	C.C. 000000079780910
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
BONETT GONZALEZ MARTHA PATRICIA	C.C. 000000039687253
APODERADO PROCESOS JUDICIALES Y ADMINISTRATIVOS	
VARELA PEZZANO EDUARDO SECONDO	C.C. 000000072292765

CERTIFICA:

Sin perjuicio de lo dispuesto en el Artículo 164 del Código de Comercio, mediante Acta No. 110 de la Asamblea de Accionistas, del 25 de febrero de 2019, inscrita el 14 de Marzo de 2019, bajo el No. 02435510 del libro IX, se aceptó la renuncia de Zapata Giraldo Adriana como Directora (Representante Legal).

CERTIFICA:

Facultades del Representante Legal: Facultades del director. La sociedad será gerenciada, administrada y representada legalmente ante

terceros por el director, y en ausencia de éste por cualquiera de los suplentes. El director no tendrán restricción de contratación y esta será sin límite de cuantía. Cuando los representantes legales suplentes sean accionistas titulares de acciones tipo a o tipo A1 de la sociedad no tendrán restricción de contratación y esta será sin límite de cuantía. Cuando se trate de adquirir obligaciones y/o erogaciones a cargo de la sociedad, el director requerirá que la respectiva obligación tenga firma de este y de un representante legal suplente que sea accionista titular de acciones tipo a o tipo A1 de la sociedad. El director se entenderá investido de los más amplios poderes para actuar en todas las circunstancias en nombre de la sociedad, con excepción de aquellas facultades que, de acuerdo con los estatutos, se hubieren reservado los accionistas. En las relaciones frente a terceros, la sociedad quedará obligada por los actos y contratos celebrados por el director. Le está prohibido al director, por sí o por interpuesta persona, obtener bajo cualquier forma o modalidad jurídica préstamos por parte de la sociedad u obtener de parte de la sociedad aval, fianza o cualquier otro tipo de garantía de sus obligaciones personales. Aparte de las funciones que de tiempo en tiempo se le asignen por la asamblea general de accionistas, el director tendrá las siguientes funciones: A) la de representar legalmente ante las autoridades de cualquier orden o naturaleza y ante otras personas naturales y jurídicas, con la facultad de novar, transigir, comprometer, y desistir y para comparecer en juicios inclusive en aquellos en donde se dispute la propiedad de los bienes muebles; B) cumplir y hacer cumplir los estatutos y reglamentos de la sociedad; y C) crear o suprimir todos los empleos que sean necesarios de acuerdo a la asamblea general de accionistas para el buen funcionamiento de la sociedad, asignarles funciones, fijar sus salarios y nombrar las personas que deban desempeñarlos, así como retirarlos y reemplazarlos cuando haya lugar.

CERTIFICA:

** Revisor Fiscal **

Que por Escritura Pública no. 0713 de Notaría 6 De Bogotá D.C. del 16 de marzo de 2017, inscrita el 30 de marzo de 2017 bajo el número 02201475 del libro IX, fue (ron) nombrado (s):

Nombre
REVISOR FISCAL PRINCIPAL
RINCON MIGUEL ALFONSO
REVISOR FISCAL SUPLENTE
PAEZ SANABRIA ALVARO

Identificación

C.C. 000000002877024

C.C. 000000019323543

CERTIFICA:

* * * El presente certificado no constituye permiso de * * *

* * * funcionamiento en ningún caso * * *

Este certificado fue generado electrónicamente con firma digital y



Cámara de Comercio de Bogotá

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cuenta con plena validez jurídica conforme a la Ley 527 de 1999.

Firma mecánica de conformidad con el Decreto 2150 de 1995 y la autorización impartida por la Superintendencia de Industria y Comercio, mediante el oficio del 18 de noviembre de 1996.

Constante Penta A.

* * *

NO ES VALIDO POR ESTA CARA

* * *

Señora Directora

DIRECCION DE NUEVAS CREACIONES

Superintendencia de Industria y Comercio

E. S. D.

Referencia : Expediente No. NC2019/0002567
Asunto : Solicitud de Patente para: *"MÉTODOS PARA LA DERIVACIÓN
BIOLÓGICA DE SUPERFICIES CELULÓSICAS"*
Solicitante : HS MANUFACTURING GROUP LLC
Fecha de solicitud : 19 de marzo de 2019

RESPUESTA A EXAMEN PRELIMINAR

Andrés RINCÓN USCÁTEGUI, identificado como aparece al pie de mi firma, en mi condición de apoderado de la sociedad solicitante de la patente de la referencia, doy respuesta al Oficio No. **1707** notificado el 29 de marzo de 2019.

I. EN CUANTO AL PODER

Con respecto a la objeción presentada frente a la necesidad de presentar el poder otorgado al abogado que aparece en la solicitud como apoderado, se desea poner de presente que se allega junto con este documento el poder otorgado por parte de la sociedad solicitante, de manera que esta objeción se debe tener por superada.

II. EN CUANTO A LA CESIÓN

Con respecto a la objeción presentada frente a la necesidad de presentar la copia del documento en que consta la cesión del derecho a la Patente de Invención del inventor al solicitante o a su causante, se desea poner de presente que se allega junto con esta

"EXCELENCIA LEGAL EN UN MUNDO SIN FRONTERAS"

respuesta una copia del documento de cesión por parte de los inventores. Como se puede observar en dicho documento, los inventores Jonathan Spender y Michael Albert Bilodeau ceden sus derechos a la Universidad de Maine System Board of Trustees, la cual a su vez cede los derechos al solicitante, HS MANUFACTURING GROUPS LLC. Considerando lo anteriormente expuesto, esta objeción se debe tener por superada.

III. PETICIÓN

Teniendo en cuenta que la presente solicitud cumple con los requisitos de los artículos 26 y 27 de la Decisión 486 de 2000 y considerando que se ha dado respuesta a cada una de las observaciones de la Dirección de Nuevas Creaciones con respecto a otros aspectos que tienen que ver con la patentabilidad de la invención, solicito a su Despacho continuar con el trámite administrativo correspondiente.

IV. ANEXOS

- 1.** Cesión de los inventores al Solicitante.
- 2.** Poder otorgado por la Solicitante a favor de CAVELIER ABOGADOS.
- 3.** Certificado de existencia y representación legal de CAVELIER ABOGADOS.

Señora Directora,

ANDRÉS RINCÓN USCÁTEGUI

C.C. 79.780.910 de Bogotá

T.P. 114.908 del C.S.J.

COLO-25011-0841-0001-9
DPG\DPG\ID-304564\MAIMAY19
No. M-2019-304564\DPG

WORLDWIDE ASSIGNMENT

Attorney Docket No.: 072501-07661602

WHEREAS **DARYL AUBREY BASHAM & NIRMAL SINGH BASI**, hereinafter referred to collectively as the Assignor, have invented a certain improvement relating to a **METHODS FOR BIOBASED DERIVATIZATION OF CELLULOSIC SURFACES** which said Assignor has caused applications to be filed, including, **U.S. Ser. No. 62/382,690** filed **01 September 2016**, **U.S. Ser. No. 62/432,133** filed **09 December 2016**, **U.S. Ser. No. 62/468,229** filed **07 March 2017**, **U.S. Ser. No. 15/693,186** filed **31 August 2017** and **PCT Ser. No. US17/49772** filed **31 August 2017**.

WHEREAS **HS MANUFACTURING GROUP LLC**, hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to said applications, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, parental applications and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor, nunc pro tunc hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, and successors and assigns thereof, the entire and exclusive right, title, and interest for the United States in and to the invention, the application, the parental applications and any patents which may be granted therefor, including any and all divisions, continuations, in whole or in part, substitutions, renewals, reissues, reexaminations, and extensions thereof, and all applications claiming priority therefrom; and Assignor nunc pro tunc authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as their interest is concerned, to Assignee; to have, hold, exercise, and enjoy, with all the rights, powers, privileges, and advantages in anywise arising therefrom or appertaining thereto, for and during the term or terms of any and all such patents when granted, for the use and benefit of said Assignee, and successors and assigns of said Assignee, in as ample and beneficial a manner as Assignor might or could have held and enjoyed the same, if this Assignment had not been made.

Assignor further nunc pro tunc hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, and successors and assigns thereof, the entire right, title and interest in all countries of the world, in and to the invention and in and to the application, the parental applications and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, reexaminations, and extensions thereof, including the right to file applications and obtain patents for the invention in the name of said Assignee, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor nunc pro tunc hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is

ASSIGNMENT
OF PATENT APPLICATIONS

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concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, the successors and assigns of said Assignee, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

The Assignor further nunc pro tunc agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, the successors and assigns of said Assignee, to obtain, maintain and enforce proper patent protection for said invention.

The undersigned nunc pro tunc agree to be bound by the terms and the conditions set forth herein.

Further Assignor sayeth not.

Signature: 
Name: Daryl Aubrey Basham
Date: 3/26/2019

Signature: 
Name: Nirml Singh Basi KRIS BURTON for Nirml Singh Basi
Date: 3/26/2019 VP Development

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this "Agreement") between HS Manufacturing Group, LLC (the "Company") and Nirmal Basi ("Executive") made as of this 10 day of ~~November~~ 2017.

WHEREAS, the parties desire to enter into this Agreement to reflect their mutual agreements with respect to the employment of Executive by the Company.

NOW, THEREFORE, in consideration of the mutual covenants, warranties and undertakings herein contained, the parties hereto agree as follows:

1. Term. The employment of Executive with the Company under this Agreement shall commence on December 31, 2016 (or such other date as Executive actually begins employment with the Company) (the "Commencement Date") and shall continue until terminated in accordance with this Agreement (the "Term"), subject to the terms and provisions of this Agreement.

2. Position and Duties. Executive shall be employed as Chief Operating Officer. Executive shall report directly to the Chief Executive Officer of the Company. Executive shall perform such duties and services as are commensurate with Executive's position and such other duties and services as are from time to time reasonably assigned to Executive by the Chief Executive Officer of the Company, including but not limited to planning and directing all aspects of an organization's operational policies, objectives, initiatives. Develops strategies to attain short- and long-term financial and operational goals. Directs the development of the organization to ensure future growth. Responsible for the development of functional or business unit strategy for the entire organization. Defines corporate vision and strategy establishes company direction and focus. Executes multiple high impact initiatives to achieve overall corporate goals. Except for vacation, holiday, personal and sick days in accordance with this Agreement and the Company's policies for comparable senior

the business carried on by the Company or any of its affiliates in any jurisdiction in which the Company or any of its affiliates actively conduct business.

(c) No Hiring. During the two-year period immediately following the Termination Date, Executive shall not employ or retain (or participate in or arrange for the employment or retention of) any person who was employed or retained by the Company or any of its affiliates within the one (1) year period immediately preceding such employment or retention.

(d) Non-Disparagement. During the Term and thereafter, Executive agrees not to disparage the Company or any of its affiliates or any of their respective directors, officers, employees, agents, representatives or licensees and not to publish or make any statement that is reasonably foreseeable to become public with respect to any of such entities or persons.

(e) Copyrights, Patents, Inventions, etc. Any interest in patents, patent applications, inventions, technological innovations, trade secrets, copyrights, copyrightable works, developments, discoveries, designs, concepts, ideas and processes ("Such Inventions") that Executive during the Term may acquire or develop either individually or with others relating to the fields in which the Company or any of its affiliates may then be engaged or contemplate being engaged shall belong to the Company or such affiliate and forthwith upon request of the Company, Executive shall execute all such assignments and other documents (including applications for patents, copyrights, trademarks and assignments thereof) and take all such other action as the Company may reasonably request in order to assign to and vest in the Company or its affiliates all of Executive's right, title and interest (including, without limitation, waivers to moral rights) in and to Such Inventions throughout the world, free and clear of liens, mortgages, security interests, pledges, charges and encumbrances. Executive acknowledges and agrees that (i) all copyrightable works created by Executive as an employee will be "works made for hire" on behalf of the Company and its affiliates and that the Company and its affiliates shall have all rights therein in perpetuity throughout the world and (ii) to the extent that any such works do not

worldwide right, title and interest in and to such works. Executive hereby appoints any officer of the Company as Executive's duly authorized attorney-in-fact to execute, file, prosecute and protect Such Inventions before any governmental agency, court or authority. If for any reason the Company does not own any Such Invention, the Company and its affiliates shall have the exclusive and royalty-free right to use in their businesses, and to make products therefrom, Such Invention as well as any improvements or know-how related thereto.

(f) Remedy for Breach and Modification. Executive acknowledges that the foregoing provisions of this Section 6 are reasonable and necessary for the protection of the Company and its affiliates, and that they will be materially and irrevocably damaged if these provisions are not specifically enforced. Accordingly, Executive agrees that, in addition to any other relief or remedies available to the Company and its affiliates, they shall be entitled to seek an appropriate injunctive or other equitable remedy for the purposes of restraining Executive from any actual or threatened breach of or otherwise enforcing these provisions and no bond or security will be required in connection therewith. If any provision of this Section 6 is deemed invalid or unenforceable, such provision shall be deemed modified and limited to the extent necessary to make it valid and enforceable.

7. Miscellaneous.

(a) Representations. The Company and Executive each represents and warrants that (i) it has full power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder and (ii) this Agreement constitutes the legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms. In addition, Executive represents and warrants that the entering into and performance of this Agreement by him will not be in violation of any other agreement to which Executive is a party and that no activities of Executive currently conflict with the provisions of Section 6(b).

(b) Notices. Any notice or other communication made or given in connection with this Agreement shall be

email, by a nationally recognized overnight delivery service or mailed by certified mail, return receipt requested, to Executive or to the Company at the addresses set forth below or at such other address as Executive or the Company may specify by notice to the other:

TO THE COMPANY:

Daryl A. Basham, J.D., Ph.D.
Chief Executive Officer
HS Manufacturing Group, LLC
41 Madison Avenue
31st Floor, New York, NY 10010
dbasham@hsmgrp.com

WITH A COPY TO:

Gregory A. Blue
Riker Danzig Scherer Hyland & Perretti LLP
500 Fifth Avenue, 49th Floor
New York, New York 10110
gblue@riker.com

TO EXECUTIVE:

Nirmal S. Basi, Ph.D.
Chief Operating Officer
HS Manufacturing Group, LLC
7237 Pompano Terrace
Gaithersburg, MD 20879
nbasi@hsmgrp.com

(c) Entire Agreement; Amendment. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement is intended (with any documents referred to herein) as a complete and exclusive statement of the terms of the agreement between the parties with respect thereto and may be amended only by a writing signed by both parties hereto.

(d) Waiver. The failure of any party to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in a writing signed by the party to be charged with such waiver.

(e) Assignment. Except as otherwise provided in this Section 7(c), this Agreement shall be binding on the parties and their

agents, representatives, successors and permitted assigns. This Agreement shall not be assignable by Executive and shall be assignable by the Company only to its affiliates; provided, however, that any assignment by the Company shall not, without the written consent of Executive, relieve the Company of its obligations hereunder.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument.

(g) Captions. The captions in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of the Agreement.

(h) Governing Law. This Agreement shall be governed by the laws of the State of New York applicable to agreements made and to be performed in that State, without regard to its conflict of laws principles.

(i) Jurisdiction and venue. Any dispute or claim between the parties hereto arising out of, or, in connection with this Agreement or Executive's employment by the Company, shall be heard only in the United States District Court for the Southern District of New York or, if that court lacks subject matter jurisdiction, in the Supreme Court of the State of New York, New York County. Each party irrevocably consents to personal jurisdiction in such courts. Each party shall bear its own fees, costs and disbursements in such proceeding. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL REGARDING ANY DISPUTES BETWEEN THEM, INCLUDING BUT NOT LIMITED TO DISPUTES IN ANY WAY RELATED TO THIS AGREEMENT OR EXECUTIVE'S EMPLOYMENT BY THE COMPANY.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

HS MANUFACTURING GROUP, LLC

By: _____

Daryl A. Basham, J.D., Ph.D.,
Its Chief Executive Officer

Nirmal S. Basi, Ph.D.
Executive

WORLDWIDE ASSIGNMENT

Attorney Docket No.: 072501-07661602

WHEREAS JONATHAN SPENDER & MICHAEL ALBERT BILODEAU, hereinafter referred to collectively as the Assignor, have invented a certain improvement relating to a **METHODS FOR BIOBASED DERIVATIZATION OF CELLULOSIC SURFACES** which said Assignor has caused applications to be filed, including, **U.S. Ser. No. 62/382,690** filed **01 September 2016**, **U.S. Ser. No. 62/432,133** filed **09 December 2016**, **U.S. Ser. No. 62/468,229** filed **07 March 2017**, **U.S. Ser. No. 15/693,186** filed **31 August 2017** and **PCT Ser. No. US17/49772** filed **31 August 2017**.

WHEREAS UNIVERSITY OF MAINE SYSTEM BOARD OF TRUSTEES, hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to said applications, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, parental applications and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor, nunc pro tunc hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, and successors and assigns thereof, the entire and exclusive right, title, and interest for the United States in and to the invention, the application, the parental applications and any patents which may be granted therefor, including any and all divisions, continuations, in whole or in part, substitutions, renewals, reissues, reexaminations, and extensions thereof, and all applications claiming priority therefrom; and Assignor nunc pro tunc authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as their interest is concerned, to Assignee; to have, hold, exercise, and enjoy, with all the rights, powers, privileges, and advantages in anywise arising therefrom or appertaining thereto, for and during the term or terms of any and all such patents when granted, for the use and benefit of said Assignee, and successors and assigns of said Assignee, in as ample and beneficial a manner as Assignor might or could have held and enjoyed the same, if this Assignment had not been made.

Assignor further nunc pro tunc hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, and successors and assigns thereof, the entire right, title and interest in all countries of the world, in and to the invention and in and to the application, the parental applications and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, reexaminations, and extensions thereof, including the right to file applications and obtain patents for the invention in the name of said Assignee, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor nunc pro tunc hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is

ASSIGNMENT
OF PATENT APPLICATIONS

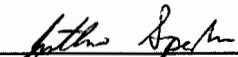
Page 2

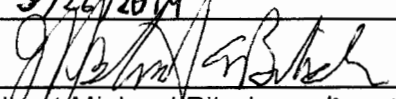
concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, the successors and assigns of said Assignee, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

The Assignor further nunc pro tunc agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, the successors and assigns of said Assignee, to obtain, maintain and enforce proper patent protection for said invention.

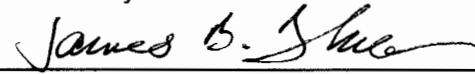
The undersigned nunc pro tunc agree to be bound by the terms and the conditions set forth herein.

Further Assignor sayeth not.

Signature: 
Name: Jonathan Spender
Date: 3/26/2019

Signature: 
Name: ~~Albert Michael Bilodeau~~ MICHAEL ALBERT BILODEAU 3/26/2019
Date: 3/26/2019

The undersigned (whose title is supplied below) is authorized to act on behalf of the University of Main System Board of Trustees.

Signature: 
Name: James Thelan Thelen
Date: General Counsel
Date: March 29, 2019

WORLDWIDE ASSIGNMENT

Attorney Docket No.: 072501-07661602

WHEREAS **THE UNIVERSITY OF MAINE SYSTEM BOARD OF TRUSTEES**, hereinafter referred to as the Assignor, have invented a certain improvement relating to a **METHODS FOR BIOBASED DERIVATIZATION OF CELLULOSIC SURFACES** which said Assignor has caused applications to be filed, including, **U.S. Ser. No. 62/382,690** filed **01 September 2016**, **U.S. Ser. No. 62/432,133** filed **09 December 2016**, **U.S. Ser. No. 62/468,229** filed **07 March 2017**, **U.S. Ser. No. 15/693,186** filed **31 August 2017** and **PCT Ser. No. US17/49772** filed **31 August 2017**.

WHEREAS **HS MANUFACTURING GROUPS, LLC**, hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to said applications, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, parental applications and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor, nunc pro tunc hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, and successors and assigns thereof, the entire and exclusive right, title, and interest for the United States in and to the invention, the application, the parental applications and any patents which may be granted therefor, including any and all divisions, continuations, in whole or in part, substitutions, renewals, reissues, reexaminations, and extensions thereof, and all applications claiming priority therefrom; and Assignor nunc pro tunc authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as their interest is concerned, to Assignee; to have, hold, exercise, and enjoy, with all the rights, powers, privileges, and advantages in anywise arising therefrom or appertaining thereto, for and during the term or terms of any and all such patents when granted, for the use and benefit of said Assignee, and successors and assigns of said Assignee, in as ample and beneficial a manner as Assignor might or could have held and enjoyed the same, if this Assignment had not been made.

Assignor further nunc pro tunc hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, and successors and assigns thereof, the entire right, title and interest in all countries of the world, in and to the invention and in and to the application, the parental applications and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, reexaminations, and extensions thereof, including the right to file applications and obtain patents for the invention in the name of said Assignee, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor nunc pro tunc hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is

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concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, the successors and assigns of said Assignee, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

The Assignor further nunc pro tunc agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, the successors and assigns of said Assignee, to obtain, maintain and enforce proper patent protection for said invention.

The undersigned nunc pro tunc agree to be bound by the terms and the conditions set forth herein.

Further Assignor sayeth not.

The undersigned (whose title is supplied below) is authorized to act on behalf of the University of Maine System Board of Trustees.

Signature: James B. Thelen
Name: James Thelen
Date: General Counsel
Date: March 29, 2017