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APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLAIMS	IND CLAIMS
63/075,694	09/08/2020		340	ECOV.011PR2		

CONFIRMATION NO. 1135

FILING RECEIPT



0000000119981497

170568
KNOBBE MARTENS OLSON & BEAR LLP
Ecovative Design LLC
2040 MAIN STREET
FOURTEENTH FLOOR
IRVINE, CA 92614

Date Mailed: 09/18/2020

Receipt is acknowledged of this provisional patent application. It will not be examined for patentability and will become abandoned not later than twelve months after its filing date. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF FIRST INVENTOR, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection.

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Inventor(s)

Jacob Michael Winiski, Green Island, NY;
Jessie Hannah Kaplan-Bie, Troy, NY;
Gavin Reim McIntyre, Troy, NY;
Peter Mueller, Green Island, NY;
Meghan O'Brien, Green Island, NY;
Alex Carlton, Green Island, NY;
Eben Bayer, Green Island, NY;
Russell Hazen, Clifton Park, NY;
Stephen Lomnes, Delmar, NY;
Asa Trench Snyder, Petersburg, NY;

Applicant(s)

Ecovative Design LLC, Green Island, NY;

Power of Attorney:

Joseph Reisman--43878

Permission to Access Application via Priority Document Exchange: Yes

Permission to Access Search Results: Yes

Applicant may provide or rescind an authorization for access using Form PTO/SB/39 or Form PTO/SB/69 as appropriate.

If Required, Foreign Filing License Granted: 09/17/2020

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 63/075,694**

Projected Publication Date: None, application is not eligible for pre-grant publication

Non-Publication Request: No

Early Publication Request: No

**** SMALL ENTITY ****

Title

EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications: No

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

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OCTOBER 14, 2020

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RECORDATION DATE: 10/13/2020

REEL/FRAME: 054043/0156
NUMBER OF PAGES: 14

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: ECOV.011PR2

ASSIGNOR:

WINISKI, JACOB MICHAEL

DOC DATE: 09/14/2020

ASSIGNOR:

KAPLAN-BIE, JESSIE HANNAH

DOC DATE: 09/23/2020

ASSIGNOR:

MCINTYRE, GAVIN REIM

DOC DATE: 10/02/2020

ASSIGNOR:

MUELLER, PETER

DOC DATE: 09/14/2020

ASSIGNOR:

O'BRIEN, MEGHAN

DOC DATE: 09/14/2020

ASSIGNOR:

CARLTON, ALEX

DOC DATE: 09/22/2020

ASSIGNOR:

BAYER, EBEN

DOC DATE: 09/21/2020

ASSIGNOR:
HAZEN, RUSSELL

DOC DATE: 09/14/2020

ASSIGNOR:
LOMNES, STEPHEN

DOC DATE: 09/14/2020

ASSIGNOR:
SNYDER, ASA TRENCH

DOC DATE: 09/15/2020

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 63075694

FILING DATE: 09/08/2020

PATENT NUMBER:

ISSUE DATE:

TITLE: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6348030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JACOB MICHAEL WINISKI	09/14/2020
JESSIE HANNAH KAPLAN-BIE	09/23/2020
GAVIN REIM MCINTYRE	10/02/2020
PETER MUELLER	09/14/2020
MEGHAN O'BRIEN	09/14/2020
ALEX CARLTON	09/22/2020
EBEN BAYER	09/21/2020
RUSSELL HAZEN	09/14/2020
STEPHEN LOMNES	09/14/2020
ASA TRENCH SNYDER	09/15/2020
RECEIVING PARTY DATA	
Name:	ECOVATIVE DESIGN LLC
Street Address:	70 COHOES AVENUE
City:	GREEN ISLAND
State/Country:	NEW YORK
Postal Code:	12183
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	63075694
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	(949)760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ECOV.011PR2

Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 1 of 12

ASSIGNMENT

WHEREAS, Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder, (individuals hereinafter "ASSIGNOR"), invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to **EDIBLE MYCELIA AND METHODS OF MAKING THE SAME** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been filed or prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified assignee.

AND WHEREAS, **Ecovative Design LLC, a New York Limited Liability Corporation**, having an address at **70 Cohoes Avenue, Green Island, NY 12183** (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No. 63/075694, filed September 8, 2020); all nonprovisional applications claiming priority to aforementioned provisional and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues, and extensions thereof; all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 2 of 12

Legal Name of inventor: Jacob Michael Winiski

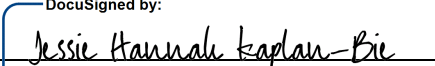
Signature:  Jacob Michael Winiski Date: 9/14/2020

B57DBF11E0044D7
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 3 of 12

Legal Name of inventor: Jessie Hannah Kaplan-Bie

Signature:  Date: 9/23/2020

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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 4 of 12

Legal Name of inventor: Gavin Reim McIntyre

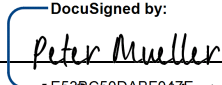
Signature:  DocuSigned by: Gavin McIntyre Date: 10/2/2020

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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 5 of 12

Legal Name of inventor: Peter Mueller

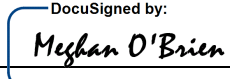
Signature:  _____ Date: 9/14/2020

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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 6 of 12

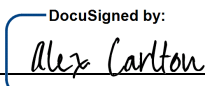
Legal Name of inventor: Meghan O'Brien

Signature:  Date: 9/14/2020
7E474598FA634C9
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 7 of 12

Legal Name of inventor: Alex Carlton

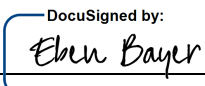
Signature:  DocuSigned by: _____ Date: 9/22/2020
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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 8 of 12

Legal Name of inventor: Eben Bayer

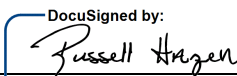
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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 9 of 12

Legal Name of inventor: Russell Hazen

Signature:  Date: 9/14/2020

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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 10 of 12

Legal Name of inventor: Stephen Lomnes

Signature:  Date: 9/14/2020

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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 11 of 12

Legal Name of inventor: Asa Trench Snyder

Signature:  Date: 9/15/2020

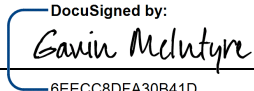
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Application No.: 63/075694
Filing Date: September 8, 2020

Docket Number: ECOV.011PR2
Page 12 of 12

Accepted and confirmed by:

ECOVATIVE DESIGN LLC

Signature:  Date: 10/2/2020
Name: Gavin McIntyre
Title: Director of Business Development

33467763



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63/028,361	05/21/2020		140	ECOV.011PR		

170568
KNOBBE MARTENS OLSON & BEAR LLP
Ecovative Design LLC
2040 MAIN STREET
FOURTEENTH FLOOR
IRVINE, CA 92614

CONFIRMATION NO. 1087
UPDATED FILING RECEIPT



Date Mailed: 07/07/2020

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Meghan O'Brien, Green Island, NY;
Alex Carlton, Green Island, NY;
Eben Bayer, Green Island, NY;
Russell Hazen, Clifton Park, NY;
Stephen Lomnes, Delmar, NY;

Applicant(s)

Ecovative Design LLC, Green Island, NY;

Power of Attorney:

Ian Gillies--62280

Permission to Access Application via Priority Document Exchange: Yes

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 12, 2020

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614

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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/10/2020

REEL/FRAME: 053451/0582
NUMBER OF PAGES: 8

BRIEF: CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

DOCKET NUMBER: ECOV.011PR

ASSIGNOR:
KAPLAN-BIE, JESSIE

DOC DATE: 07/13/2015

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 63028361

FILING DATE: 05/21/2020

PATENT NUMBER:

ISSUE DATE:

TITLE: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6243355

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JESSIE KAPLAN-BIE	07/13/2015
RECEIVING PARTY DATA		
Name:	ECOVATIVE DESIGN LLC	
Street Address:	70 COHOES AVENUE	
City:	GREEN ISLAND	
State/Country:	NEW YORK	
Postal Code:	12183	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	63028361	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	(949)760-0404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	ECOV.011PR	
NAME OF SUBMITTER:	IAN W. GILLIES	
SIGNATURE:	/Ian W. Gillies/	
DATE SIGNED:	08/10/2020	
Total Attachments: 6		
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This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made between ECOVATIVE DESIGN LLC, a New York limited liability company (the "Company"), and the undersigned employee.

In consideration of my employment with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates* of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, I, the undersigned individual, agree that:

1. Term of Agreement. This Agreement shall continue in full force and effect for the duration of my employment by the Company (the "Period of Employment") and shall continue thereafter as otherwise provided in this Agreement.

2. Confidentiality.

(a) Definitions. "Proprietary Information" is all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

- (1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
- (2) information about costs, profits, markets, sales, contracts and lists of customers, and distributors;
- (3) business, marketing, and strategic plans;
- (4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and

(5) employee personnel files and compensation information.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

(b) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my employment with the Company.

(c) Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my employment with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the President of the Company at least ten (10) days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be highly prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the President of the Company. I acknowledge that I am aware that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

(d) Delivery of Confidential Information. Upon request or when my employment with the Company terminates, I will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

(e) Location and Reproduction. I shall maintain at my work station and/or any other place under my

* For purposes of this agreement, "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

(f) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with the Company I held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential Information, except to the extent otherwise permitted in this Agreement.

(g) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that, during the Period of Employment and thereafter, I will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform my obligations hereunder and as is consistent with the Company's agreement with such third parties.

(h) Third Parties. I represent that my employment with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others and I will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing, whether or not patentable, that relate to the creation or production of structural materials using fungal organisms, or the distribution, sale or other use of such materials, which are conceived, developed or created by me or by me with others which: (1) relate to the Company's current or contemplated business or

activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials"). Notwithstanding anything in this Agreement to the contrary, any invention by me that the Company determines (under Section 3(f) below) is not included as Subject Ideas or Inventions shall be deemed not to be Confidential Information or Proprietary Information

(b) Company Ownership. All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) California Labor Code (If Applicable). However, Section 3(b) shall not apply if and to the extent that California Labor Code Section 2870 lawfully prohibits the assignment of rights in such intellectual property. I acknowledge that I understand the limits placed on this definition by California Labor Code Section 2870, if applicable to me, which provides:

(1) "Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- a. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - b. Result from any work performed by the employee for the employer.
- (2) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."
- (d) Burden. I understand that I bear the full burden of proving to the Company that an Invention qualifies fully under Section 2870. I agree to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.
- (e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of my employment with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.
- (f) Determination of Subject Ideas and Inventions. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that I believe to be a Subject Idea or Invention, that is conceived, developed, or reduced to practice alone by me or by me with others during the Period of Employment and for one (1) year thereafter, shall be disclosed promptly by me to the Company (such disclosure to be received in confidence). The Company shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.
- (g) Access. Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by me, or whether they result from my access to Confidential Information or Company Materials, I agree that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from my access to Company Materials if: (1)

it grew out of or resulted from my work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by me or with my significant aid, within one (1) year after termination of the Period of Employment.

(h) Assistance. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

- (1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - (2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and
 - (3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.
- (i) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of my relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(j) Exhibit. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement. To the best of my knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

(k) No Use of Name. I shall not at any time use the Company's name or any of the Company trademark (s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Competitive Activity.

(a) Acknowledgment. I acknowledge that the pursuit of the activities forbidden by Section 4(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) Prohibited Activity. To prevent the above-described disclosure, misappropriation and breach, I agree that during my employment and for a period of one (1) year after termination of the Period of Employment, without the Company's express written consent, I shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts its business, unless I can prove that any action taken in contravention of this subsection (ii) was done without the use in any way of Confidential Information.

5. Representations and Warranties. I represent and warrant (i) that I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that I will not use in the performance of my responsibilities for the Company any materials or documents of a former employer; and (iv) that I have not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Termination Obligations.

(a) Upon the termination of my relationship with the Company or promptly upon the Company's request, I

shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by myself in the course of or incident to my employment, that are in my possession or under my control.

(b) My representations, warranties, and obligations contained in this Agreement shall survive the termination of the Period of Employment.

(c) Following any termination of the Period of Employment, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.

(d) In the event that I leave the employ of the Company I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(e) Upon termination of the Period of Employment, I will execute a Certificate acknowledging compliance with this Agreement in the form reasonably provided by the Company.

7. Injunctive Relief. I acknowledge that my failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and executed and delivered by both parties.

9. Arbitration. Any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by arbitration to be held in Troy, New York, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy, which may be enforced in any court

having jurisdiction. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction; provided, however, that the arbitrator shall not have the power to alter or amend this Agreement.

10. Binding Effect. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and is for the benefit of the Company and its successors and assigns.
11. Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of New York (without reference to conflict of law principles).
12. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to myself and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.
13. Employment at Will. This Agreement is not an employment agreement. I understand that the Company may terminate my association or employment with it at any time, with or without cause, subject to the terms of any separate written employment agreement executed by a duly authorized officer of the Company.
14. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.
15. Attorneys' Fees. Should either I or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in California statutory law) in such

legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

16. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
17. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.
18. No waiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.
19. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to my residence (as noted in the Company's records), or to the Company's principal office, as the case may be.
20. Date of Effectiveness. This Agreement shall be deemed effective as of the commencement of my employment with the Company.
21. Agreement to Perform Necessary Acts. I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
22. Assignment. This Agreement may not be assigned without the Company's prior written consent.
23. Compliance with Law. I agree to abide by all federal, state, and local laws, ordinances and regulations.

24. Employee Acknowledgment. I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP DURING HIS OR HER EMPLOYMENT.

Dated: 7/13/15



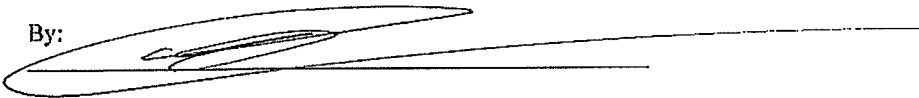
Employee Signature

Printed Name of Employee:

Jessie Kaplan-Bie

ECOVATIVE DESIGN LLC

By:



Name:

Eben Bayer

Title:

CEO



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 12, 2020

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614

506197965

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RECORDATION DATE: 08/11/2020

REEL/FRAME: 053458/0001
NUMBER OF PAGES: 13

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: ECOV.011PR

ASSIGNOR:

WINISKI, JACOB MICHAEL

DOC DATE: 07/08/2020

ASSIGNOR:

MCINTYRE, GAVIN REIM

DOC DATE: 07/08/2020

ASSIGNOR:

MUELLER, PETER

DOC DATE: 07/08/2020

ASSIGNOR:

O'BRIEN, MEGHAN

DOC DATE: 07/08/2020

ASSIGNOR:

CARLTON, ALEX

DOC DATE: 07/13/2020

ASSIGNOR:

BAYER, EBEN

DOC DATE: 07/08/2020

ASSIGNOR:

HAZEN, RUSSELL

DOC DATE: 07/13/2020

ASSIGNOR:
LOMNES, STEPHEN

DOC DATE: 07/08/2020

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 63028361 FILING DATE: 05/21/2020
PATENT NUMBER: ISSUE DATE:
TITLE: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6244704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JACOB MICHAEL WINISKI	07/08/2020
GAVIN REIM MCINTYRE	07/08/2020
PETER MUELLER	07/08/2020
MEGHAN O'BRIEN	07/08/2020
ALEX CARLTON	07/13/2020
EBEN BAYER	07/08/2020
RUSSELL HAZEN	07/13/2020
STEPHEN LOMNES	07/08/2020
RECEIVING PARTY DATA	
Name:	ECOVATIVE DESIGN LLC
Street Address:	70 COHOES AVENUE
City:	GREEN ISLAND
State/Country:	NEW YORK
Postal Code:	12183
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	63028361
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	(949)760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ECOV.011PR
NAME OF SUBMITTER:	IAN W. GILLIES
SIGNATURE:	/Ian W. Gillies/

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 1 of 11

ASSIGNMENT

WHEREAS, Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, and Stephen Lomnes, (individual(s) hereinafter "ASSIGNOR"), invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to **EDIBLE MYCELIA AND METHODS OF MAKING THE SAME** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been filed or prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified assignee.

AND WHEREAS, **Ecovative Design LLC, a New York Limited Liability Corporation**, having an address at **70 Cohoes Avenue, Green Island, NY 12183** (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). **63/028,361**, filed **May 21, 2020** (respectively if plural applications)); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues, and extensions thereof; all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 2 of 11

Legal Name of inventor: Jacob Michael Winiski

Signature: _____ DocuSigned by: Jacob Michael Winiski Date: 7/8/2020

B67DBE11E0044D7
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 3 of 11

Legal Name of inventor: Jessie Hannah Kaplan-Bie

Signature: _____ Date: _____

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 4 of 11

Legal Name of inventor: Gavin Reim McIntyre

Signature:  Date: 7/8/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 5 of 11

Legal Name of inventor: Peter Mueller

Signature: _____ DocuSigned by: Peter Mueller Date: 7/8/2020
E53BC50DABF047E...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 6 of 11

Legal Name of inventor: Meghan O'Brien

Signature: _____
DocuSigned by: *Meghan O'Brien* Date: 7/8/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 7 of 11

Legal Name of inventor: Alex Carlton

Signature: _____ DocuSigned by: Alex Carlton Date: 7/13/2020
DE6733E93A7A4E6

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 8 of 11

Legal Name of inventor: Eben Bayer

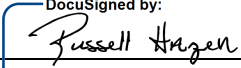
Signature: _____
DocuSigned by: *Eben Bayer* Date: 7/8/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 9 of 11

Legal Name of inventor: Russell Hazen

Signature:  Date: 7/13/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 10 of 11

Legal Name of inventor: Stephen Lomnes

Signature: _____
DocuSigned by: Stephen Lomnes Date: 7/8/2020
C543C177618147D.....

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 63/028361
Filing Date: May 21, 2020

Docket Number: ECOV.011PR
Page 11 of 11

Accepted and confirmed by:

ECOVATIVE DESIGN LLC

Signature: _____
Name: _____
Title: _____

DocuSigned by:
Gavin McIntyre
6EECC8DFA30B41D...
Gavin McIntyre

Date: 7/10/2020

32927590



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
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APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLAIMS	IND CLAIMS
62/946,752	12/11/2019		140	22280		

106055
Gavin McIntyre
70 Cohoes Avenue
Green Island, NY 12183

CONFIRMATION NO. 9220
FILING RECEIPT



Date Mailed: 12/18/2019

Receipt is acknowledged of this provisional patent application. It will not be examined for patentability and will become abandoned not later than twelve months after its filing date. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF FIRST INVENTOR, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection.

Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please submit a written request for a corrected Filing Receipt identifying the requested changes, preferably by including a properly marked-up ADS showing the changes with strike-through for deletions and underlining for additions. If you received a "Notice to File Missing Parts" or other Notice requiring a response for this application, please submit any request for correction to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections provided that the request is grantable.

Inventor(s)

Alex Carlton, Green Island, NY;
Russell Hazen, Green Island, NY;
Peter Mueller, Green Island, NY;

Applicant(s)

Alex Carlton, Green Island, NY;
Russell Hazen, Green Island, NY;
Peter Mueller, Green Island, NY;

Power of Attorney: None

Permission to Access Application via Priority Document Exchange: Yes

Permission to Access Search Results: Yes

Applicant may provide or rescind an authorization for access using Form PTO/SB/39 or Form PTO/SB/69 as appropriate.

If Required, Foreign Filing License Granted: 12/18/2019

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 62/946,752**

Projected Publication Date: None, application is not eligible for pre-grant publication

Non-Publication Request: No

Early Publication Request: No

**** SMALL ENTITY ****

Title

Mushroom Mycelium as a Matrix for Producing Non-Animal Derived Products

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications: No

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

Applicants also are advised that in the case of inventions made in the United States, the Director of the USPTO must issue a license before applicants can apply for a patent in a foreign country. The filing of a U.S. patent application serves as a request for a foreign filing license. The application's filing receipt contains further information and guidance as to the status of applicant's license for foreign filing.

Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at <http://www.uspto.gov/web/offices/pac/doc/general/index.html>.

For information on preventing theft of your intellectual property (patents, trademarks and copyrights), you may wish to consult the U.S. Government website, <http://www.stopfakes.gov>. Part of a Department of Commerce initiative, this website includes self-help "toolkits" giving innovators guidance on how to protect intellectual property in specific countries such as China, Korea and Mexico. For questions regarding patent enforcement issues, applicants may call the U.S. Government hotline at 1-866-999-HALT (1-866-999-4258).

LICENSE FOR FOREIGN FILING UNDER
Title 35, United States Code, Section 184
Title 37, Code of Federal Regulations, 5.11 & 5.15

GRANTED

The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

SelectUSA

The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit <http://www.SelectUSA.gov> or call +1-202-482-6800.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 12, 2020

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614

506197921

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/11/2020

REEL/FRAME: 053457/0804
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: ECOV.010PR

ASSIGNOR:
CARLTON, ALEX

DOC DATE: 07/16/2020

ASSIGNOR:
HAZEN, RUSSELL

DOC DATE: 07/16/2020

ASSIGNOR:
MUELLER, PETER JAMES

DOC DATE: 06/29/2020

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 62946752

FILING DATE: 12/11/2019

PATENT NUMBER:

ISSUE DATE:

TITLE: MUSHROOM MYCELIUM AS A MATRIX FOR PRODUCING NON-ANIMAL DERIVED PRODUCTS

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6244660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALEX CARLTON	07/16/2020
RUSSELL HAZEN	07/16/2020
PETER JAMES MUELLER	06/29/2020
RECEIVING PARTY DATA	
Name:	ECOVATIVE DESIGN LLC
Street Address:	70 COHOES AVENUE
City:	GREEN ISLAND
State/Country:	NEW YORK
Postal Code:	12183
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	62946752
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	(949)760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ECOV.010PR
NAME OF SUBMITTER:	IAN W. GILLIES
SIGNATURE:	/Ian W. Gillies/
DATE SIGNED:	08/11/2020
Total Attachments: 5	
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source=Assignment_ECOV_010PR#page3.tif	

Application No.: 62/946752
Filing Date: December 11, 2019

Docket Number: ECOV.010PR
Page 1 of 5

ASSIGNMENT

WHEREAS, Alex Carlton, Russell Hazen, and Peter James Mueller (individual(s) hereinafter "ASSIGNOR"), invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to **MUSHROOM MYCELIUM AS A MATRIX FOR PRODUCING NON-ANIMAL DERIVED PRODUCTS** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been filed or prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified assignee.

AND WHEREAS, **ECOVATIVE DESIGN LLC, a New York Limited Liability Corporation**, having an address at **70 Cohoes Avenue, Green Island, NY 12183** (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). **62/946752**, filed **December 11, 2019**); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues, and extensions thereof; all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

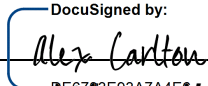
AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application No.: 62/946752
Filing Date: December 11, 2019

Docket Number: ECOV.010PR
Page 2 of 5

Legal Name of inventor: Alex Carlton

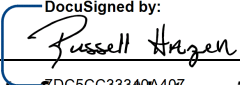
Signature:  DocuSigned by: _____ Date: 7/16/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 62/946752
Filing Date: December 11, 2019

Docket Number: ECOV.010PR
Page 3 of 5

Legal Name of inventor: Russell Hazen

Signature:  DocuSigned by: _____ Date: 7/16/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 62/946752
Filing Date: December 11, 2019

Docket Number: ECOV.010PR
Page 4 of 5

Legal Name of inventor: Peter James Mueller

Signature: _____ DocuSigned by: Peter James Mueller Date: 6/29/2020

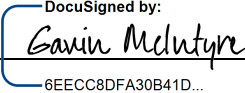
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 62/946752
Filing Date: December 11, 2019

Docket Number: ECOV.010PR
Page 5 of 5

Accepted and confirmed by:

ECOVATIVE DESIGN LLC

Signature:  Date: 6/29/2020
Name: Gavin Reim McIntyre
Title: Director of Business Development

32775326



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
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P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLAIMS	IND CLAIMS
62/930,829	11/05/2019		140	22280		

170568
KNOBBE MARTENS OLSON & BEAR LLP
Ecovative Design LLC
2040 MAIN STREET
FOURTEENTH FLOOR
IRVINE, CA 92614

CONFIRMATION NO. 9559
CORRECTED FILING RECEIPT



Date Mailed: 10/16/2020

Receipt is acknowledged of this provisional patent application. It will not be examined for patentability and will become abandoned not later than twelve months after its filing date. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF FIRST INVENTOR, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection.

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Inventor(s)

Jacob Michael Winiski, Green Island, NY;
Jessie Kaplan-Bie, Green Island, NY;
Peter Mueller, Green Island, NY;
Gavin McIntyre, Green Island, NY;

Applicant(s)

Ecovative Design LLC, Green Island, NY;

Power of Attorney: The patent practitioners associated with Customer Number 170568

Permission to Access Application via Priority Document Exchange: No

Permission to Access Search Results: No

Applicant may provide or rescind an authorization for access using Form PTO/SB/39 or Form PTO/SB/69 as appropriate.

If Required, Foreign Filing License Granted: 11/21/2019

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 62/930,829**

Projected Publication Date: None, application is not eligible for pre-grant publication

Non-Publication Request: No

Early Publication Request: No

**** SMALL ENTITY ****

Title

Tunable Mycological Biopolymer

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications: No

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

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LICENSE FOR FOREIGN FILING UNDER

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Title 37, Code of Federal Regulations, 5.11 & 5.15

GRANTED

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the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

SelectUSA

The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit <http://www.SelectUSA.gov> or call +1-202-482-6800.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 13, 2020

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614

506198049

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 08/11/2020

REEL/FRAME: 053464/0489
NUMBER OF PAGES: 8

BRIEF: CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

DOCKET NUMBER: ECOV.009PR

ASSIGNOR:
KAPLAN-BIE, JESSIE

DOC DATE: 07/13/2015

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 62930829
PATENT NUMBER:
TITLE: TUNABLE MYCOLOGICAL BIOPOLYMER

FILING DATE: 11/05/2019
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6244788

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JESSIE KAPLAN-BIE	07/13/2015
RECEIVING PARTY DATA		
Name:	ECOVATIVE DESIGN LLC	
Street Address:	70 COHOES AVENUE	
City:	GREEN ISLAND	
State/Country:	NEW YORK	
Postal Code:	12183	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	62930829	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	(949)760-0404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	ECOV.009PR	
NAME OF SUBMITTER:	IAN W. GILLIES	
SIGNATURE:	/Ian W. Gillies/	
DATE SIGNED:	08/11/2020	
Total Attachments: 6		
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source=Kaplan_Bie_Agreement_ECOV#page2.tif		
source=Kaplan_Bie_Agreement_ECOV#page3.tif		
source=Kaplan_Bie_Agreement_ECOV#page4.tif		

This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made between ECOVATIVE DESIGN LLC, a New York limited liability company (the "Company"), and the undersigned employee.

In consideration of my employment with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates* of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, I, the undersigned individual, agree that:

1. Term of Agreement. This Agreement shall continue in full force and effect for the duration of my employment by the Company (the "Period of Employment") and shall continue thereafter as otherwise provided in this Agreement.

2. Confidentiality.

(a) Definitions. "Proprietary Information" is all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

- (1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
- (2) information about costs, profits, markets, sales, contracts and lists of customers, and distributors;
- (3) business, marketing, and strategic plans;
- (4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and

(5) employee personnel files and compensation information.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

(b) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my employment with the Company.

(c) Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my employment with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the President of the Company at least ten (10) days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be highly prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the President of the Company. I acknowledge that I am aware that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

(d) Delivery of Confidential Information. Upon request or when my employment with the Company terminates, I will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

(e) Location and Reproduction. I shall maintain at my work station and/or any other place under my

* For purposes of this agreement, "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

(f) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with the Company I held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential Information, except to the extent otherwise permitted in this Agreement.

(g) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that, during the Period of Employment and thereafter, I will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform my obligations hereunder and as is consistent with the Company's agreement with such third parties.

(h) Third Parties. I represent that my employment with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others and I will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing, whether or not patentable, that relate to the creation or production of structural materials using fungal organisms, or the distribution, sale or other use of such materials, which are conceived, developed or created by me or by me with others which: (1) relate to the Company's current or contemplated business or

activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials"). Notwithstanding anything in this Agreement to the contrary, any invention by me that the Company determines (under Section 3(f) below) is not included as Subject Ideas or Inventions shall be deemed not to be Confidential Information or Proprietary Information

(b) Company Ownership. All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) California Labor Code (If Applicable). However, Section 3(b) shall not apply if and to the extent that California Labor Code Section 2870 lawfully prohibits the assignment of rights in such intellectual property. I acknowledge that I understand the limits placed on this definition by California Labor Code Section 2870, if applicable to me, which provides:

(1) "Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- a. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - b. Result from any work performed by the employee for the employer.
- (2) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."
- (d) Burden. I understand that I bear the full burden of proving to the Company that an Invention qualifies fully under Section 2870. I agree to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.
- (e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of my employment with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.
- (f) Determination of Subject Ideas and Inventions. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that I believe to be a Subject Idea or Invention, that is conceived, developed, or reduced to practice alone by me or by me with others during the Period of Employment and for one (1) year thereafter, shall be disclosed promptly by me to the Company (such disclosure to be received in confidence). The Company shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.
- (g) Access. Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by me, or whether they result from my access to Confidential Information or Company Materials, I agree that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from my access to Company Materials if: (1)

it grew out of or resulted from my work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by me or with my significant aid, within one (1) year after termination of the Period of Employment.

(h) Assistance. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

- (1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - (2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and
 - (3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.
- (i) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of my relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(j) Exhibit. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement. To the best of my knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

(k) No Use of Name. I shall not at any time use the Company's name or any of the Company trademark (s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Competitive Activity.

(a) Acknowledgment. I acknowledge that the pursuit of the activities forbidden by Section 4(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) Prohibited Activity. To prevent the above-described disclosure, misappropriation and breach, I agree that during my employment and for a period of one (1) year after termination of the Period of Employment, without the Company's express written consent, I shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts its business, unless I can prove that any action taken in contravention of this subsection (ii) was done without the use in any way of Confidential Information.

5. Representations and Warranties. I represent and warrant (i) that I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that I will not use in the performance of my responsibilities for the Company any materials or documents of a former employer; and (iv) that I have not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Termination Obligations.

(a) Upon the termination of my relationship with the Company or promptly upon the Company's request, I

shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by myself in the course of or incident to my employment, that are in my possession or under my control.

(b) My representations, warranties, and obligations contained in this Agreement shall survive the termination of the Period of Employment.

(c) Following any termination of the Period of Employment, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.

(d) In the event that I leave the employ of the Company I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(e) Upon termination of the Period of Employment, I will execute a Certificate acknowledging compliance with this Agreement in the form reasonably provided by the Company.

7. Injunctive Relief. I acknowledge that my failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and executed and delivered by both parties.

9. Arbitration. Any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by arbitration to be held in Troy, New York, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy, which may be enforced in any court

having jurisdiction. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction; provided, however, that the arbitrator shall not have the power to alter or amend this Agreement.

10. Binding Effect. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and is for the benefit of the Company and its successors and assigns.
11. Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of New York (without reference to conflict of law principles).
12. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to myself and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.
13. Employment at Will. This Agreement is not an employment agreement. I understand that the Company may terminate my association or employment with it at any time, with or without cause, subject to the terms of any separate written employment agreement executed by a duly authorized officer of the Company.
14. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.
15. Attorneys' Fees. Should either I or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in California statutory law) in such

legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

16. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
17. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.
18. No waiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.
19. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to my residence (as noted in the Company's records), or to the Company's principal office, as the case may be.
20. Date of Effectiveness. This Agreement shall be deemed effective as of the commencement of my employment with the Company.
21. Agreement to Perform Necessary Acts. I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
22. Assignment. This Agreement may not be assigned without the Company's prior written consent.
23. Compliance with Law. I agree to abide by all federal, state, and local laws, ordinances and regulations.

24. Employee Acknowledgment. I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP DURING HIS OR HER EMPLOYMENT.

Dated: 7/13/15



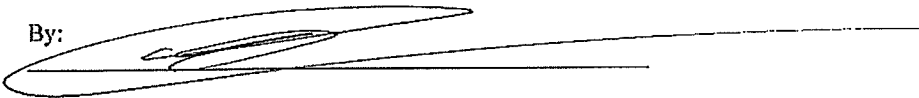
Employee Signature

Printed Name of Employee:

Jessie Kaplan-Bie

ECOVATIVE DESIGN LLC

By:



Name:

Eben Bayer

Title:

CEO



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 11, 2020

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614

506196579

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/10/2020

REEL/FRAME: 053449/0934
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: ECOV.009PR

ASSIGNOR:
WINISKI, JACOB MICHAEL

DOC DATE: 06/29/2020

ASSIGNOR:
MUELLER, PETER JAMES

DOC DATE: 06/29/2020

ASSIGNOR:
MCINTYRE, GAVIN REIM

DOC DATE: 06/29/2020

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 62930829
PATENT NUMBER:
TITLE: TUNABLE MYCOLOGICAL BIOPOLYMER

FILING DATE: 11/05/2019
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6243318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JACOB MICHAEL WINISKI	06/29/2020
PETER JAMES MUELLER	06/29/2020
GAVIN REIM MCINTYRE	06/29/2020
RECEIVING PARTY DATA	
Name:	ECOVATIVE DESIGN LLC
Street Address:	70 COHOES AVENUE
City:	GREEN ISLAND
State/Country:	NEW YORK
Postal Code:	12183
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	62930829
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	(949)760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ECOV.009PR
NAME OF SUBMITTER:	IAN W. GILLIES
SIGNATURE:	/Ian W. Gillies/
DATE SIGNED:	08/10/2020
Total Attachments: 6	
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source=Assignment_ECOV_009PR#page2.tif	
source=Assignment_ECOV_009PR#page3.tif	

Application No.: 62/930829
Filing Date: November 5, 2019

Docket Number: ECOV.009PR
Page 1 of 6

ASSIGNMENT

WHEREAS, Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Peter James Mueller, and Gavin Reim McIntyre, (individual(s) hereinafter "ASSIGNOR"), invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to **TUNABLE MYCOLOGICAL BIOPOLYMER** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been filed or prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified assignee.

AND WHEREAS, **ECOVATIVE DESIGN LLC**, a **New York Limited Liability Corporation**, having an address at **70 Cohoes Avenue, Green Island, NY 12183** (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). **62/930829**, filed **November 5, 2019**); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues, and extensions thereof; all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successor, legal representatives, and assigns.

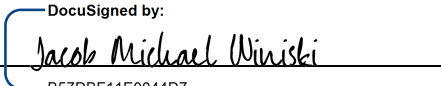
AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successor, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successor, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successor, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application No.: 62/930829
Filing Date: November 5, 2019

Docket Number: ECOV.009PR
Page 2 of 6

Legal Name of inventor: Jacob Michael Winiski

Signature:  Date: 6/29/2020

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 62/930829
Filing Date: November 5, 2019

Docket Number: ECOV.009PR
Page 3 of 6

Legal Name of inventor: Jessie Hannah Kaplan-Bie

Signature: _____ Date: _____

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 62/930829
Filing Date: November 5, 2019

Docket Number: ECOV.009PR
Page 4 of 6

Legal Name of inventor: Peter James Mueller

Signature: _____ DocuSigned by: Peter James Mueller Date: 6/29/2020
E53BC50D-9F047E

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 62/930829
Filing Date: November 5, 2019

Docket Number: ECOV.009PR
Page 5 of 6

Legal Name of inventor: Gavin Reim McIntyre

Signature:  Date: 6/29/2020

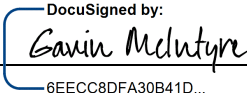
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Application No.: 62/930829
Filing Date: November 5, 2019

Docket Number: ECOV.009PR
Page 6 of 6

Accepted and confirmed by:

ECOVATIVE DESIGN LLC

Signature:  Date: 6/29/2020
Name: Gavin Reim McIntyre
Title: Director of Business Development

32775251



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 9, 2021

PTAS

KNOBBE MARTENS OLSON & BEAR, LLP
2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614

506858870

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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RECORDATION DATE: 09/08/2021

REEL/FRAME: 057414/0817
NUMBER OF PAGES: 14

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: ECOV.011NP

ASSIGNOR:

WINISKI, JACOB MICHAEL

DOC DATE: 08/11/2021

ASSIGNOR:

KAPLAN-BIE, JESSIE HANNAH

DOC DATE: 09/02/2021

ASSIGNOR:

MCINTYRE, GAVIN REIM

DOC DATE: 09/07/2021

ASSIGNOR:

MUELLER, PETER

DOC DATE: 08/11/2021

ASSIGNOR:

O'BRIEN, MEGHAN

DOC DATE: 08/11/2021

ASSIGNOR:

CARLTON, ALEX

DOC DATE: 08/11/2021

ASSIGNOR:

BAYER, EBEN

DOC DATE: 08/20/2021

ASSIGNOR:
HAZEN, RUSSELL

DOC DATE: 08/17/2021

ASSIGNOR:
LOMNES, STEPHEN

DOC DATE: 08/20/2021

ASSIGNOR:
SNYDER, ASA TRENCH

DOC DATE: 09/03/2021

ASSIGNEE:
ECOVATIVE DESIGN LLC
70 COHOES AVENUE
GREEN ISLAND, NEW YORK 12183

APPLICATION NUMBER: 17428946
PATENT NUMBER:
PCT NUMBER: US2020058934
TITLE: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

FILING DATE:
ISSUE DATE:

APPLICATION NUMBER: 17428946
PATENT NUMBER:
TITLE: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

FILING DATE:
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6905690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JACOB MICHAEL WINISKI	08/11/2021
JESSIE HANNAH KAPLAN-BIE	09/02/2021
GAVIN REIM MCINTYRE	09/07/2021
PETER MUELLER	08/11/2021
MEGHAN O'BRIEN	08/11/2021
ALEX CARLTON	08/11/2021
EBEN BAYER	08/20/2021
RUSSELL HAZEN	08/17/2021
STEPHEN LOMNES	08/20/2021
ASA TRENCH SNYDER	09/03/2021
RECEIVING PARTY DATA	
Name:	ECOVATIVE DESIGN LLC
Street Address:	70 COHOES AVENUE
City:	GREEN ISLAND
State/Country:	NEW YORK
Postal Code:	12183
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17428946
PCT Number:	US2020058934
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	8587074000
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently***Docket No.:** ECOV.011NP

Page 1 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME**Inventors:** Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder***Declaration***

This Declaration is directed to U.S. or International Application No. **17/428946**, filed August 5, 2021 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, **above-identified inventors** (individuals hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to **EDIBLE MYCELIA AND METHODS OF MAKING THE SAME** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **ECOVATIVE DESIGN LLC**, with its principal place of business at 70 Cohoes Avenue, Green Island, NY, 12183 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, **its** successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No's. 62930829, 62946752, 63028361, 63075694, filed November 5, 2019, December 11, 2019, May 21, 2020, September 8, 2020 (respectively if plural applications)); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 2 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, **its** successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, **its** successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, **its** successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, **its** successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 3 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Jacob Michael Winiski

IN TESTIMONY WHEREOF, I, _____, DocuSigned by: _____, do hereby certify that the above is a true and correct copy of the original as submitted to the United States Patent and Trademark Office, and seal this 11 day of August, 2021.

Signature: _____

Jacob Michael Winiski

B57DBF11E0044D7...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 4 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Jessie Hannah Kaplan-Bie

IN TESTIMONY WHERE DocuSigned by: _____ al this ^{2nd} day of September, 2021.

Signature: _____

Jessie Hannah Kaplan-Bie

4D2424083026461...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 5 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Gavin Reim McIntyre

IN TESTIMONY WHERE my hand and seal this 7 day of September, 2021.

Signature: _____

6EECC8DFA30B41D...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 6 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Peter Mueller

IN TESTIMONY WHEREOF, I, the undersigned, do hereby certify that my hand and seal this ¹¹ day of August, 2021.

Signature: _____

DocuSigned by:
Peter Mueller
76D829ED02D645D...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 7 of 12

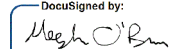
Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Meghan O'Brien

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of August, 2021.

Signature: _____

DocuSigned by:

0F5E006925E1414...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

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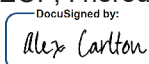
Page 8 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Alex Carlton

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of August, 2021.

Signature:  DocuSigned by:
DE6733E93A7A4E8...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

Page 9 of 12

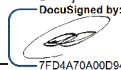
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Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Eben Bayer

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ²⁰____ day of August, 2021.

Signature: _____

DocuSigned by:

7FD4A70A00D9444...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

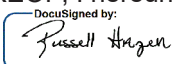
Page 10 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Russell Hazen

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ¹⁷____ day of August, 2021.

Signature: _____
DocuSigned by:
Russell Hazen
FB80F66490BC49B...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

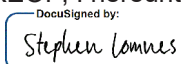
Page 11 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Stephen Lomnes

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ^{20th} day of August, 2021.

Signature:  DocuSigned by:
4F797ADF7249421...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: ECOV.011NP

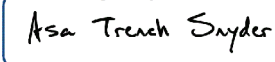
Page 12 of 12

Title: EDIBLE MYCELIA AND METHODS OF MAKING THE SAME

Inventors: Jacob Michael Winiski, Jessie Hannah Kaplan-Bie, Gavin Reim McIntyre, Peter Mueller, Meghan O'Brien, Alex Carlton, Eben Bayer, Russell Hazen, Stephen Lomnes, Asa Trench Snyder

Legal Name of Inventor: Asa Trench Snyder

IN TESTIMONY WHERE DocuSigned by: _____, I hand and seal this ³____ day of September, 2021.

Signature: 

96688CC0B1DC4F3...

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.