

01-11-1999

orney Docket No.: 06618/214001/CIT2688

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Final document.

Assistant Commissioner for Patents: Pl

1. Name of conveying party(ies):  
**William Chun**

Additional name(s) attached? ☐ Yes ☒ No

3. Nature of conveyance:  
☒ Assignment  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other:

Execution Date: **3/31/98**

4. Application number(s) or patent number(s):

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No.(s):

**09/160,209, filed September 23, 1998**

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name/address of party to whom correspondence concerning document should be mailed:

**Scott C. Harris, Reg. No. 32,030**  
**Fish & Richardson P.C.**  
**4225 Executive Square, Suite 1400**  
**La Jolla, CA 92037**

6. Total number of applications/patents involved: **1**

7. Total fee (37 CFR 3.41): **\$40**

☒ Enclosed☐ Authorized to charge deposit account

8. Deposit account number: **06-1050**

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

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9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

**Scott C. Harris, Reg. No. 32,030**

Name of Person Signing

Signature

Date

12/30/98

Total number of pages including cover sheet, attachments, and document: **2**

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Date of Deposit

12-30-99

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Jant Chrusky

PATENT

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JUL 21 1998

**ACRO SERVICE CORP.  
EMPLOYMENT AGREEMENT**FISH & RICHARDSON, P.C.  
LA, ION, CA

THIS AGREEMENT, made the 30<sup>th</sup> day of March, 1998, between William Chun (hereinafter called "EMPLOYEE") and ACRO Service Corp. (hereinafter called "COMPANY").

WHEREAS, COMPANY desires to employ EMPLOYEE for work to be performed at JPL (hereinafter called "CLIENT") and

WHEREAS, EMPLOYEE has been employed by the COMPANY, THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYEE shall report for work at CLIENT on Monday, March 30, 1998 (hereinafter called "Reporting Date").
2. Effective on the day that EMPLOYEE reports for work at CLIENT, COMPANY will pay EMPLOYEE at the rate stated below:

|                           |                  |
|---------------------------|------------------|
| Regular Rate:             | \$30.00 per hour |
| Cash in lieu of benefits: | \$ 1.00 per hour |
| Effective Pay Rate:       | \$31.00 per hour |

Overtime will be paid in accordance with the rules prevalent at the CLIENT. EMPLOYEE agrees to accurately maintain a time card for all time worked and further agrees that such time card records when signed by EMPLOYEE and approved by CLIENT representative will be conclusive as to the time worked by EMPLOYEE.

3. EMPLOYEE will be entitled to compensation at the effective pay rate for the following holidays, which occur during the term of this agreement when they fall within the normal work week on Monday through Friday inclusive: (As per JPL Holiday Agreement).

EMPLOYEE will be eligible for such holiday pay only when he/she has been actively on COMPANY's payroll and shall have worked on the last scheduled workday before the holiday and the first scheduled workday following the holiday. If EMPLOYEE works on a holiday listed above, he/she shall be entitled to receive eight (8) hours straight time pay, plus straight time pay for the number of hours actually worked. Hours paid for holiday pay will not be considered as hours worked in the computation of overtime.



4. IT IS UNDERSTOOD that the direct employees of CLIENT, other than the undersigned EMPLOYEE, may receive compensation from CLIENT for such time as holidays, vacation, personal leave time, time off due to lack of work, Christmas recess, as well as other such time, and that EMPLOYEE will receive no direct compensation from COMPANY for such time.
5. COMPANY will pay EMPLOYEE a per diem travel allowance at the rate of NOT APPLICABLE, effective on the day that EMPLOYEE reports for work at CLIENT.

Initials  
Employee WChun  
Acro [Signature]

6. EMPLOYEE agrees not to accept employment directly with CLIENT, or indirectly with CLIENT by accepting employment with a competitor of COMPANY for assignment to CLIENT, for a period of ninety (90) days following termination of EMPLOYEE's employment with COMPANY under the Agreement, unless the COMPANY gives its written consent to such employment. This provision will survive the termination of EMPLOYEE's employment under this Agreement. (Not Applicable)
7. In the event the EMPLOYEE elects to enroll in a company benefit plan, the EMPLOYEE has the responsibility to ensure the enrollment forms reach COMPANY by the date specified in the benefit package. The COMPANY reserves the right to pass on future increases in the cost of benefits provided to EMPLOYEE and his dependents.
8. While working at our CLIENT's facility, EMPLOYEE agrees to follow any work rules, regulations or policies including safety regulations and operating procedures which our CLIENT may have established. EMPLOYEE agrees to comply with all applicable standards in the attached "Standards of Conduct and Procedures for Handling Contractor Personnel Problems, Discipline, and Separation" established by CLIENT and covering all employees of COMPANY performing services at CLIENT. (COMPANY is referred to as "Contractor" and the EMPLOYEES are referred to as "Contractor Personnel" in such attached standards).
9. EMPLOYEE agrees that any inventions, discoveries or improvements ("Inventions"), whether or not patentable, which may be conceived, developed, or reduced to practice by the undersigned EMPLOYEE or jointly with others during the course of employment by COMPANY, under this agreement, shall belong to COMPANY, and all rights, including foreign rights, on such inventions, discoveries or improvements shall be assigned by said undersigned EMPLOYEE to COMPANY.

EMPLOYEE acknowledges the importance of reporting Inventions in sufficient time to permit the filing of patent applications by COMPANY prior to United States or foreign statutory bars and agrees to disclose each Invention to the COMPANY in writing within two months after the date the Invention was conceived or first actually produced to practice in the performance of work under this Agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur while this Agreement is in force. Such disclosure to COMPANY shall be in the form of a written report and shall identify the contract under which the Invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure of the nature, purpose, operation and the physical, chemical, biological or electrical characteristics of the Invention. The disclosure shall also identify any publication, on sale or public use of the Invention and whether a manuscript describing the Invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to COMPANY the EMPLOYEE will promptly notify the COMPANY of the acceptance of any manuscript describing the Invention for publication or of any on sale or public use planned by the EMPLOYEE.

During EMPLOYEE's employment with COMPANY, EMPLOYEE will have access to and become familiar with various trade secrets and other sensitive or confidential information (hereafter called "Confidential Matters") of COMPANY and/or our CLIENTS. Such "Confidential Matters", all of which are owned by COMPANY or our CLIENT, include but are not limited to, the following:

Initials:  
Employee   
Agent 

information with respect to inventions, designs, formulas, tools, equipment, modifications, technical or business innovations any and all expressions of computer programs, unpublished written materials, plans, processes, costs, methods, systems, improvements, enhancements, modifications, technical or business innovations, and any and all expressions of computer hardware and software; names and addresses of CLIENTS, employees, or applicants for employment; methods of operation; forms, contracts, bids; agreements, financial data; legal matters; systems for recruitment or for the operation of our business; and any and all information data, files, prints, descriptions, systems, software or documentation and anything else provided by our CLIENT.

EMPLOYEE agrees to hold in strict confidence and not to disclose any of these "Confidential Matters", directly or indirectly, to anyone, nor to use them in any way, either during EMPLOYEE's employment with COMPANY or at any time after its termination, except as may be required in the course of EMPLOYEE performing services hereunder, or if COMPANY gives its prior written consent.

All files records, reports, programs, manuals, tapes, card decks, listing, software, systems, drawing, specifications, agreements, equipment and similar items or enhancements, modifications, or improvements, relating to COMPANY or our CLIENT's business, whether prepared by EMPLOYEE or through some other source, will remain COMPANY's exclusive property or the exclusive property of our CLIENT and EMPLOYEE will not remove from COMPANY's or our Client's premises any such items under any circumstances without prior written consent of the party (COMPANY or our CLIENT) owning such item. EMPLOYEE also agrees that, in the event of the termination of EMPLOYEE's employment with COMPANY, EMPLOYEE will immediately return all such items which may be in EMPLOYEE's possession and if requested by COMPANY, EMPLOYEE will state in writing that all such items were returned.

If COMPANY so requests, EMPLOYEE also agrees to execute and delivers during EMPLOYEE's employment or at any time or times thereafter any such agreements or documents, pertaining to any such Invention or "Confidential Matters", as COMPANY or our Client's may request.

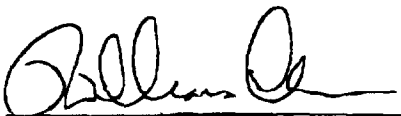
The provisions of this Paragraph 9 shall be for COMPANY's benefit and for the benefit of the CLIENT and either shall have all rights and remedies to enforce such provisions. These provisions shall survive the termination of EMPLOYEE's employment under this Agreement.

10. EMPLOYEE understands that the COMPANY has hired EMPLOYEE to work on CLIENT's projects. EMPLOYEE hereby agrees to utilize his/her best efforts to ensure that he/she does not terminate his/her employment with COMPANY prior to the completion of the CLIENT project(s) that he/she was last working on.
11. The employment relationship between EMPLOYEE and COMPANY hereunder may be terminated at any time at the will of either EMPLOYEE or COMPANY, either before, on, or after the Reporting Date, without the need for the terminating party to give a specific reason or cause to the other party for the termination. In the event termination on or after the Reporting Date, EMPLOYEE will be entitled to receive wages earned through the time of termination, but COMPANY shall have no other obligation or liability to EMPLOYEE other than the payment of such earned wages. In the event of termination before the Reporting Date, COMPANY shall have no obligation or liability to EMPLOYEE whatsoever.

Initialed:  
Employee:   
Acct: 

12. This Agreement can be amended by the parties hereto signing a document containing the amended terms. In addition, COMPANY shall have the right to modify any provision of the Agreement by giving written notice to EMPLOYEE of the proposed modification at least one week prior to the effective day of such modification. If EMPLOYEE continues to work for COMPANY after the specified effective date, the employment shall be under the terms of this Agreement as so modified with the same force and effect as if EMPLOYEE had executed the Agreement as so modified.
13. This Agreement will be construed and interpreted in accordance with the laws of the State of Michigan, except that if our CLIENT enforces its rights under this Agreement, and our CLIENT's contract has a provision choosing a different state's law, then, at our CLIENT's option, the state law specified in our CLIENT's contract shall govern.
14. If any legal action or arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or misrepresentation of the provisions, the misrepresentation of the provisions, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.
15. The parties agree that in the event a dispute arises underneath the provisions of this agreement or attendant documents, that such matter shall be submitted to binding arbitration with the American Arbitration Association in the proper venue, pursuant to its rules and regulations.
16. This Agreement represents the entire employment Agreement between the parties hereto and supersedes any and all prior Agreements or understanding either written or oral between COMPANY and EMPLOYEE pertaining to the subject matter hereof.
17. By signing this Agreement, EMPLOYEE represents and warrants to COMPANY that EMPLOYEE is not bound by any other agreement, written or oral, which would preclude EMPLOYEE from entering into this Agreement. EMPLOYEE also represents that EMPLOYEE will not utilize, in connection with his/her employment under this Agreement, any materials which may be construed to be confidential to a competitor of COMPANY. In the event of a breach by EMPLOYEE of this provision which results in damage to COMPANY, EMPLOYEE agrees to indemnify and hold COMPANY harmless with respect to such damage.
18. EMPLOYEE hereby acknowledges that he/she has read completely this entire agreement, that he/she understands the nature of the foregoing restrictions imposed upon him/her, and that he/she is signing this Agreement willingly and without duress.

EMPLOYEE:



DATE: 3/31/98

ACRO SERVICE CORP.



DATE: 3/31/98