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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please retain this attached original documents or copy thereof.

1. Name of conveying party(ies):

HSIANG MING CHEN

2. Name and address of receiving party(ies)

Name: Mohan Innovative Technology, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Employee Patent and Confidential Information AgreementExecution Date: January 13, 1997Street Address: 1037 Watervliet-Shaker RoadCity: Albany State: NY ZIP: 12205Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

09/153,513

09/179,304

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: JAMES C. SIMMONSInternal Address: The Law Office of James C. SimmonsStreet Address: 11 Falmouth LaneCity: Williamsville State: NY ZIP: 142216. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41).....\$ 80.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JAMES C. SIMMONS

Name of Person Signing

James C. Simmons

Signature

March 31, 2000

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 010722 FRAME: 0345



*Mohawk Innovative Technology, Inc.*

**EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT**

To the company:

As used herein the "Company" means Mohawk Innovative Technology, Inc., Niskayuna, New York, its successors, assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling or under common control with it.

In consideration of my employment in any capacity with the company and of the salary or wages paid for my services in the course of such employment, I agree:

A. To communicate to the Company promptly and fully all inventions made or conceived by me (whether made solely by my own means or jointly with others) from the time of entry to the Company's employ until I leave, (1) which are along the lines of the business, work or investigations of the Company or of companies which it owns or controls at the time of such inventions, or (2) which result from or are suggested by any work which I may do for or on behalf of the Company;

B. to disclose such inventions to the Company promptly and in full and assist the Company and its nominees during and subsequent to such employment in every proper way (without charge to the Company, but without expense to me) to obtain for its or their own benefit patents for such inventions in any and all countries;

C. To assist the Company and its nominees during and subsequent to such employment in every proper way (entirely at its or their expenses) to obtain for its or their own benefit patents for such inventions in any and all countries, said inventions to be and remain the sole and exclusive property of the Company or its nominees whether patented or not;

D. To make and maintain adequate and current written records of all such inventions, in the form of notes, sketches, drawings, or reports relating thereto, which records shall be and remain the property of and be available to the Company at all times;

E. Except as the Company may otherwise consent in writing, not to disclose or use at any time (except as my Company duties may require) either during or subsequent to my employment, any information, knowledge, or data of the Company I may receive or develop during the course of my employment, relating to formulas, business processes, methods, machines, manufacturers, completions, inventions, discoveries or other matters which are of a secret<sup>†</sup> or confidential<sup>†</sup> nature;

† These terms are used in the ordinary sense and do not refer to official security classifications of the United States Government.

F. To notify the Company in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of the Company, which appears to threaten, conflict with (1) rights I claim in any invention or ideas (a) conceived by me or others prior to my employment, or (b) otherwise outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by me (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement, in the foregoing, the Company may assume that no such conflicting invention or idea exists, and I agree that I will make no claim against the Company with respect to the use of such invention or idea in any work or on behalf of the Company.

This Agreement supercedes and replaces any existing Agreement which I have entered into with the Company relating generally to the same subject matter. It may not on behalf of or in respect to the Company be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or other authorized executive of the Company. If any of the above items are invalidated for any reason, they may be revised and re-instituted in amended form or removed from this Agreement without affecting the remainder of this document.

Discharge of my obligations under this Agreement shall be an obligation of and binding upon my heirs, executors, administrators or other legal representatives or assigns.

Except as specifically listed below, I will not assert any rights under any inventions, discoveries, concepts or ideas, or improvements thereof or know-how related thereto, as having been made or acquired by me prior to my being employed by Company, or since then and not otherwise covered by the terms of this Agreement

I also represent that except as listed below, I have no Agreements with or obligations to others in conflict with the foregoing.

H. Heshmat, President  
Witness

Heoshang Heshmat  
1/13/97

H. M. Chen 1/13/97  
(Employee signature and Date)

HSIANG MING CHEN 064 24 8279  
(Employee Name and Social Security No.)

**THE FOLLOWING ARE THE ONLY AGREEMENTS OR OBLIGATIONS TO WHICH I AM A PARTY WHICH MAY BE IN CONFLICT WITH OBLIGATIONS UNDERTAKEN ABOVE:**

Mohawk Innovative Technology, Inc.

1059 Belridge Road, Niskayuna, NY 12309-4717, (518) 372-7297

RECORDED: 04/03/2000

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