

11/27/06

12-01-2006



IN THE UNITED STATES 103343368

DEMARK OFFICE

113013 U.S. PTO
11/604608



Applicant: Charles W.C. Lin et al.
Assignee: Bridge Semiconductor Corporation
Title: METHOD OF MAKING A SEMICONDUCTOR CHIP
ASSEMBLY WITH A Laterally Aligned Bumped
Terminal and Filler
Serial No.: Unknown Filed: Herewith
Examiner: Unknown Group Art Unit: Unknown
Atty. Docket No.: BDG039-3

COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT RECORDATION COVER SHEET

Dear Sir:

Please record the attached original Assignment.

1. Name of conveying party:

Cheng-Lien Chiang

2. Name and address of receiving party:

Bridge Semiconductor Corporation
3rd Floor, 157 Li-Te Road
Peitou District
Taipei, Taiwan 112

3. Nature of conveyance:

Assignment

The execution date of the Assignment is August 6, 2001.

11/30/2006 MJAMA1 00000087 502178 11604608

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40.00 DA

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

This Assignment is being filed together with a new patent application. The application has yet to be executed.

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

David M. Sigmond
487 Blackfoot Street
Superior, Colorado 80027

(303) 554-8371

6. Total number of applications and patents involved: 1.

7. Total fee under 37 C.F.R. § 1.21(h): \$40.

8. Method of Payment:

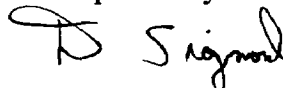
Charge the \$40 to Deposit Account No. 502178/BDG039-3 and charge any underpayment or credit any overpayment to this Account.

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.

Total number of pages including cover sheet, attachments and document: 9.

Respectfully submitted,



David M. Sigmond
Attorney for Applicant
Reg. No. 34,013
(303) 554-8371
(303) 554-8667 (fax)

Date: 11 / 27 / 06

BRIDGE SEMICONDUCTOR CORP.

EMPLOYMENT AGREEMENT

The undersigned Cheng-Lien Chiang (hereafter referred as First Party) herein accepts the employment of Bridge Semiconductor Corp. (hereafter referred as Second Party) as well as to observe the following conditions during the period of employment. The following shall be observed upon the agreement and execution of the undersigned:

Section 1: Work conditions

Monday through Friday, from 9:00 am to 12:00 noon and from 1:00 pm to 6:00 pm

First Party's work hours, work regulations, holidays and leaves, and other related labor conditions should be processed and implemented as provided in Second Party's regulations. Second Party retains the right to amend and alter said provisions; First Party's compliance is obliged providing that Second Party's work conditions comply with the minimums set in the Labor Standard Law.

Section 2: Salary & remunerations

First Party's remunerations shall include basic salary, meal allowance, professional benefit, and managerial benefit. Should First Party's remuneration include professional benefit and managerial benefit, thereby placing First Party in an executive position, or specialist position under a responsibility system, then First Party shall neither be limited within Second Party's regulated work hours nor entitled to overtime pay.

First Party is obliged to keep remuneration information strictly confidential and should refrain from inquiring about another person's salary or divulging any salary payment or structure information to another party. Should a violation be committed hereof, Second Party, depending on the seriousness of said violation, may impose a major demerit or cancel said employment agreement.

Upon execution of said agreement, First Party's remuneration adjustment, welfare benefits, overtime pay or holiday bonus, and performance bonus shall be as provided in Second Party's work regulations or policy announcement.

The undersigned herein agree that monthly salary payment is released on the 5th day of the succeeding month. Should payday fall on a holiday then salary will be disbursed on the working day before payday. First Party herein agrees to comply with Second Party regulated salary disbursement procedure.

Section 3: Probation period

First Party herein acknowledges that the first three months following official employment is the probation period; salary for said period shall be separately negotiated. Should Second Party's evaluation at the end of First Party's probation period find First Party unsuitable for assigned job position, then said agreement shall be cancelled upon First Party's receipt of Second Party's notification; however Second Party remains obliged to pay the remunerations due to First Party for said probation period. First Party may avail of Second Party's welfare benefits during the probation period, other than such, First Party should refrain from making any claims or demands against Second Party. Likewise, Second Party is not obliged to First Party.

Section 4: Professional obligations

First Party herein agrees to cooperate with the overtime work requirements of Second Party or whatever position, job description, work hours, or work place adjustments resulting from Second Party business demands; however said adjustment should be within reason and the scope of First Party's skills and knowledge. Second Party is obliged to provide a rational compensation of First Party's contribution as per work regulation or legal provisions.

Section 5: Intellectual Property Rights

Patent applications and patent rights of inventions or creations First Party has completed in line with his/her assigned responsibilities should belong to Second Party; whereas, patent applications and patent rights of First Party inventions and creations that are not related to his/her assigned responsibilities should belong to First Party. However, in the event First Party utilized Second Party's resources or experience to complete said invention or creation, then upon Second Party's payment of a commensurate and rational compensation, Second Party may use First Party's invention or creation in its operations.

Rights to creations and ideas of First Party created during the execution of his/her responsibilities, including but not limited to matters subject to the protection of copyright, business secret, or semiconductor chip texture laws, should belong to Second Party.

The application and patent rights of any or all patent right applications that First Party may process or file within six months after his/her resignation shall still belong to Second Party.

Should Second Party apply for international or domestic intellectual property right registration or certification for the foregoing matters whose rights belong to Second Party, then First Party, regardless whether First Party is employed or has resigned from the company, is obliged to sign or provide, without conditions, the necessary documents or assistance, as well as cooperate with Second Party until application processing is completed. Second Party is obliged to pay or reimburse First Party's expenses resulting from the provision of said assistance.

In the event of a third party protest or lawsuit regarding the creation or invention mentioned in the first paragraph of said section, then, regardless whether said lawsuit occurred during or after the period of said employment, First Party is obliged to provide Second Party with whatever assistance the latter may require; for instance but not limited to, verbal or written information or opinion, court appearance and testimony, supporting documents, etc.; however all expenses resulting from said exercise are at the cost of Second Party.

Upon the execution of said agreement, First Party is obliged to provide Second Party a written notification stating the inventions, creations, copyright, or special technology the former owns or shares with a third party prior to said employment. First Party is likewise obliged to notify Second Party about confidentiality agreement(s) or competition prohibition agreement(s) or other types of agreement that the former has executed with previous employer(s), as well as furnish the latter with a copy of all relevant documents.

Section 6: Confidentiality obligations

Should First Party come across or learn about Second Party's business secret during the execution of his/her work or responsibilities, then First Party is obliged to maintain confidentiality of said information. First Party is obliged to execute a confidentiality agreement with Second Party upon the execution of said agreement; said confidentiality agreement shall become an essential portion of said agreement and shall be likewise binding to the undersigned.

Section 7: Training and reward

Should First party take the domestic professional training program Second Party offers, then upon completion of said training course First Party is obliged to serve a minimum tenure of three consecutive months (training fee is NT\$10,000 and above), or six consecutive months (training fee is NT\$50,000 and above). Should First party take the overseas professional training program Second Party offers, then First Party is obliged to execute a training agreement with Second Party to provide for the subsequent rights and obligations of the undersigned.

Should First Party take several training programs within a year, then said obligatory service tenure period shall commence on the day following the last day of the latest training program First Party attended during the year. Should First Party resign during the aforementioned period (unless Second Party dismisses First Party), then First Party herein agrees to compensate

Second Party for said training expenses, including board & lodging expenses, transportation costs, training fees, and other training related expenses.

Section 8: Competition prohibition and loyalty obligations

During the period of said employment, First Party, without the prior consent of the company, is prohibited from directly or indirectly engaging in private enterprise or partnership arrangements, or taking a part time job that is in conflict with the business interests of Second Party. First Party is allowed to engage in another pursuit or a part time job outside of office hours providing that said pursuit or job should not affect First Party's health or regular performance.

Upon resignation from the company, First Party herein agrees to refrain from directly or indirectly engaging in private enterprise or obtaining employment that is in conflict with the company interests or engaging in the same line of business as the company, or recruiting the services of Second Party's employees.

Upon the expiration or cancellation of said employment agreement, Second Party is entitled to the right to prohibit First Party from personally engaging in or gaining employment at a company that is in the same or similar line of business as Second Party, within a certain period of time, or from serving as consultant to the aforementioned company. However Second Party is obliged to pay First Party compensation commensurate to the latter's work remuneration for said time period. The aforementioned time period should not exceed six months.

Second Party is obliged to notify First Party its decision to exercise the foregoing right during the period that First Party is fulfilling his/her resignation and turnover obligations. Should Second Party fail to notify First Party before the latter has completed all resignation procedures, then it shall be construed that Second Party has abandoned the foregoing right.

Section 9: Supplements

First Party is entitled to all rights and obliged to all obligations due. Unless otherwise provided in said agreement, a work regulation or announced regulation Second Party has formulated shall become a natural part of said agreement and shall possess the same binding power over the undersigned. In the event that no provision has been made or regulation provided is inadequate, then the relevant provisions in the Labor Standard Law and Civil Code shall serve as supplementary provisions.

Section 10: Partial nullification

The nullification or inexecutability of a provision in said agreement should not affect the validity of the remaining provisions.

Section 11: Default

Should any of the undersigned violate a provision of said agreement, then the other party concerned is entitled to the right to terminate said agreement or demand for compensation as provided in Second Party's work regulations or relevant legal provisions.

Section 12: Validity

In the event of employee resignation, or retrenchment, dismissal, or in the event a party expressed an intent to cancel said agreement on the strength of a legal provision, work regulation, or agreement provision, then the relationship provided in said agreement shall expire after First party has completed all resignation and turnover procedures provided in the Employee Resignation Procedure. However, during the resignation and turnover processing period, First Party is entitled to his/her remuneration and other benefits. Should First Party fail to comply with the resignation and turnover procedures provided in the work regulations, then such action constitutes default.

Section 13: Court of jurisdiction

The undersigned herein agree to settle dispute(s) arising from said agreement under the principles of good faith; however should negotiation fail, then the undersigned herein agree to submit dispute to the Taiwan Taipei District Court as the first court of jurisdiction.

Section 14: Addenda

Said agreement has two counterparts, the undersigned shall each keep a counterpart for record purposes. First Party has read the provisions of said agreement carefully and herein executes said agreement under his/her own free will.

The undersigned (First Party): Cheng-Lien Chiang

ID no.: A 1 2 2 8 2 2 3 3 2

Address: 4F, No. 98, Lane 85, Lin Sen North Rd., Taipei City

The undersigned (Second Party): Bridge Semiconductor Corporation

Authorized representative: Lin Wen-chiang

Address: 3F, No. 157, Li-Te Rd., Pei-Tou Dist., Taipei City

Date: August 6, 2001

乙方應於甲方按照工作規則辦理離職交接手續完成前通知甲方是否行使前項權利，如乙方未於離職手續完成前通知甲方是否行使前項權利時，視為乙方放棄前項權利。

第九條：僱傭契約之補充

甲方得享之權利與應盡之義務，除本契約有特別規定外，悉適用乙方工作規則或公告之規定，該工作規則或公告之規定構成本契約之一部分，有效拘束雙方當事人，未規定或規定不全之部分，則依勞動基準法及民法等相關規定補充之。

第十條：契約之一部無效

本契約之條款，如部份無效或無法執行，不影響其他條款之效力。

第十一條：當事人違約之效果

當事人之一方若違反本契約之規定時，他方當事人得依乙方工作規則及相關法令之規定，行使其終止本契約或請求損害賠償之權利。

第十二條：契約期間

員工辭職、遭受資遣、被開除或一方依據法令、工作規則或本契約行使終止契約意思表示時，本契約關係於甲方按照員工離職處理辦法辦理離職交接手續後始為終止，於離職交接期間中甲方仍得享有工作報酬及其他福利，如甲方未按照工作規則辦理離職交接手續者，視為甲方之違約。

第十三條：合意管轄之法院

凡因本契約所生之任何爭議，雙方同意先本誠信原則磋商之，協商不成時，雙方同意以台灣台北地方法院為第一審管轄法院。

第十四條：附則

本契約一式二份，雙方各執一份為憑。甲方於簽訂本契約時，已詳閱契約全文，並於自由意思下簽署之。

立契約人(甲方)：

身分證字號：A120822332

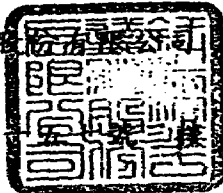
地 址：

台北市林森北路88號4F

立契約人(乙方)：鈺橋半導體股份有限公司

代表人：林 文 強

地 址：台北市北投區立德路



中 華 民 國 九 十 年 八 月 六 日

甲方其他職務上之創作或構想，包括但不限於，若符合著作權、營業秘密或半導體晶片佈局保護之標的者，其權利皆屬於乙方。

甲方於離職半年內所提出之專利權申請，該專利申請權及專利權仍歸屬乙方。

如乙方就前開歸屬於己之權利，欲申請國內外相關智慧財產權之註冊或登記時，甲方不論係在職中或離職後，應無條件簽訂或提供必要之文件或協助，並配合乙方完成之。乙方則應支付或返還甲方因此協助所生之必要費用。

甲方在職期間不論係職務上或非職務上完成前開第一項發明或創作時，皆應立即通知乙方。

就本條第一項之發明或創作，有第三人提出異議或訴訟時，不論發生係在雙方僱傭期間或僱用契約終止或解除後，甲方均應提供乙方必要之協助，例如但不限於口頭或書面之諮詢或意見、出庭作證、證明文件等，但因此所生之必要費用，則由乙方負擔。

甲方於本契約生效後，應以書面告知乙方其所擁有或與他人共有之發明、創作、著作或專門技術。如甲方與前雇主曾簽訂保密契約或競業禁止契約或其他類似約定，甲方亦負有告知並應提供相關資料正本或影本予乙方之義務。

第六條：保密義務

甲方因工作或職務所知悉或持有乙方之營業秘密時，甲方均應負保密義務。甲方並應於簽訂本契約時與乙方另簽署保密契約，該契約書之內容構成本契約書之一部份，有效拘束雙方當事人。

第七條：培訓回饋義務

甲方若接受乙方所提供之國內專業訓練(受訓金額逾新台幣一萬元以上者)，甲方應於受訓完畢後至少連續服務滿三個月；(受訓金額逾新台幣五萬元以上者)，甲方應於受訓完畢後至少連續服務滿六個月。甲方若接受乙方所提供之國外專業訓練者，甲方應與乙方另行簽訂培訓契約，規範雙方間權利義務關係。

若甲方同一年度中接受數次訓練時，繼續服務期間之計算，以同一年度中最後一次受訓完畢日之次日起算。甲方若於前開期間內離職(非乙方主動資遣)，甲方同意賠償乙方所有受訓之費用，包括食、宿、交通費用、受訓費用及其他與受訓相關之費用。

第八條：競業禁止與禁止挖角義務

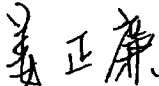
除公司同意外，甲方於在職期間內，不得直接或間接為自己或他人或與他人共同從事與乙方營業利益相衝突之業務或兼職。如甲方工作之餘從事他業務或兼職以不影響其本身正常之工作為限。

甲方同意於離職後不得直接或間接為自己或他人與乙方營業利益相同或類似之公司，積極從事延攬乙方員工之行為。

若經乙方察覺甲方違反前述二項之規定，甲方應賠償乙方其離職時相當於年薪一倍之懲罰性違約金，乙方並得請求因此所受之損害。

雙方僱傭契約終止或解除時，乙方有權請求甲方於一定期間內不得自行經營或受僱與乙方營業項目相同或類似之行業，亦不得受聘為前開行業之顧問，惟乙方應支付甲方相當期間之工作報酬以作為補償。前述所稱之一定期間，最多不得超過半年。

鈺橋半導體股份有限公司員工僱傭契約

立契約人  (以下簡稱甲方) 茲同意受僱為 鈺橋半導體股份有限公司 (以下簡稱乙方) 之員工，甲方亦同意依下列之條件為乙方服務，經雙方同意訂定本契約，以昭信守：

第一條：工作條件

週一至週五上午九時至中午十二時、下午一時至下午六時。

甲方之工作時間、工作規範、休假請假事宜及有關勞動條件之一切事項，均依乙方制訂之相關規定辦理與執行，乙方並有權加以修改、變更，甲方不得異議，惟乙方所制定之工作條件不得低於勞動基準法之規定。

第二條：甲方薪資待遇

甲方工作報酬含(底薪、伙食津貼、專業加給、主管加給)。如甲方工作報酬結構中包含專業加給或主管加給之監督管理人員或責任制專業人員者，其工作時間雖逾乙方規定之時間，仍不得請領加班費。

甲方應嚴守薪資保密義務，不得探知他人薪資或洩漏自身薪資數額及結構，違反該項義務者，乙方得視情節輕重，予以大過處份或終止雙方僱傭契約。

本契約生效後，甲方薪資待遇之調整、員工福利、加班費或年節獎金、績效獎金之給與，依乙方工作規則或發佈之公告辦理。

雙方同意每月薪資於次月五日發放，如發放日遇假日時，則提前於假日前一日發放；其發放方式，甲方同意依乙方規定方式辦理。

第三條：試用期間

甲方同意自報到之日起三個月內為試用期間，試用期間薪資另議，甲方於試用期滿，經乙方考核無法勝任該項工作者，本契約於乙方通知甲方之時起終止，但甲方試用期間之薪資乙方仍應給付；試用期間乙方之福利措施甲方仍可享受。除此之外，甲方不得對乙方為任何之主張或請求，乙方亦對甲方不負任何義務。

第四條：敬業義務

甲方同意並願配合乙方因工作需要之加班或因業務需求而調整其原有職務、工作內容、工作時間或工作地點。但前開調整需係合理且與甲方專長相關者為限，而乙方應依工作規則或法律規定合理補償甲方之付出。

第五條：智慧財產權之歸屬

甲方於職務上所完成之發明或創作，其專利申請權及專利權歸屬乙方。甲方完成與職務上有關之發明或創作，其專利申請權及專利權歸屬乙方。甲方完成之發明或創作，若與其職務無關，其專利申請權及專利權歸屬甲方，但甲方之發明或創作係利用乙方之資源或經驗者，乙方得於支付相當合理報酬後，於事業實施甲方之發明或創作。