

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2815633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
	Name	Execution Date	
	CHENG-YEN CHEN	04/03/2014	
	YUN-LI LI	08/04/2008	
	PO-JEN SU	04/03/2014	
RECEIVING PARTY DATA			
Name:	GENESIS PHOTONICS INC.		
Street Address:	NO.5 DALI 3RD RD., TAINAN SCIENCE-BASED INDUSTRIAL PARK,		
City:	TAINAN CITY		
State/Country:	TAIWAN		
Postal Code:	74144		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	
	Application Number:	14248343	
CORRESPONDENCE DATA			
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Address Line 1:	7F.-1, NO. 100, ROOSEVELT RD., SEC. 2,		
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ATTORNEY DOCKET NUMBER:	45493-US-PA		
NAME OF SUBMITTER:	BELINDA LEE		
SIGNATURE:	/Belinda Lee/		
DATE SIGNED:	04/15/2014		
Total Attachments: 4			
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ASSIGNMENT

WHEREAS,

1. Cheng-Yen Chen
2. Yun-Li Li
3. Po-Jen Su

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements as described and set forth in the below identified application for United States Letters Patent:

Title: **LIGHT SOURCE MODULE**

☐ Filed: Serial No.

☒ Executed concurrently with the execution of this instrument

WHEREAS, Genesis Photonics Inc.

of No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in the said invention and application and in any U.S. Letters Patent which may be granted on the same:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has/have sold, assigned and transferred, and by these presents does/do sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all his/her/their rights, title and interest in and to the said invention and application and all future improvements thereon, and in and to any Letters Patent which may hereafter be granted on the same in the United States, the said rights, title and interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made, to the full end and term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees/agree that he/she/they will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee Lawfully may request, to obtain or maintain Letters Patent for said invention and improvement, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

ASSIGNMENT CONTINUED

IN TESTIMONY WHEREOF, Assignor has/have signed his/her/their name(s) on the date(s) indicated.

Signature: Cheng-Yen Chen
Sole or First Joint Inventor: Cheng-Yen Chen

Date: 2014/04/03

Signature: _____

Date: _____

Second Joint Inventor (if any): Yun-Li Li

Signature: Po-Jen Su

Date: 2014/04/03

Third Joint Inventor (if any): Po-Jen Su

Article 4 Intellectual Property Rights

4.1 Party B owns all intellectual property created by Party A in Party A's employment capacity or in the course of Party A's work duties. For copyright, the parties agree that Party B will be the author.

4.2 Party A owns all intellectual property that are created by Party A outside of Party A's employment capacity and not in the course of Party A's work duties, except Party B owns those intellectual property created or completed using Party B's facility, instrument, material, time, or trade secret. If Party A wishes to claim ownership of any intellectual property, Party A shall, prior to claiming ownership, provide Party B prompt written notice including all related information to Party B for verification, and may proceed to claim ownership only after Party B has verified that the intellectual property are created outside of Party A's employment capacity and course of work duties.

4.3 Party A shall not, while engaging in or executing Party B's business or assignment, directly or indirectly, plagiarize, misappropriate, or infringe on intellectual property or trade secret of any third party. Party A is solely responsible for any such plagiarism, misappropriation, or infringement. Party B is not liable for such plagiarism, misappropriation, or infringement.

4.4 Upon termination of employment, Party A shall return to Party B all intellectual property and trade secrets, with all related materials, copies, or samples, in Party A's possession or under A's supervision or management, and shall comply with and complete Party B's procedure for the return. No sample or copy in any format may be retained by Party A.

4.5 To cause successful obtainment, applications, or registration of intellectual property by Party B or Party B's assignee in different countries/regions, Party A agree to provide assistance and to take all required measures, including but not limited to signing (or stamping) all required applications, sworn declarations, assignments, deposition, and other legal documents, and to provide explanation, meetings, or testimony, related to prosecution, protection, and litigation of intellectual property. If A fails to provide signature (or stamp) according to this Article 4.5, Party A agrees that Party B may substitute any required document with this agreement.

For GPI 申請美國專利程序使用

第四條 智慧財產權

- 4.1 甲方於職務上及有關職務上或業務上所創作之智慧財產權專屬於乙方享有。如創作屬著作人，應以乙方為著作人。
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- 4.3 甲方不得直接或間接以抄襲、竊用或侵害第三人之智慧財產權或營業秘密之方法從事或執行乙方任何業務或工作，違者應由甲方自負其責，與乙方無關。
- 4.4 甲方於離職時應將其所占有、監督或管理之智慧財產權及營業秘密暨其有關的資料、複製物或樣品全數交還乙方，並辦妥相關手續，不得留有任何形式之樣品或副本。
- 4.5 為使乙方或乙方指定人於各國家及地區取得、申請或註冊各該智慧財產權，甲方應提供協助或採取有關措施，包括但不限於簽署(或蓋章)申請書、宣誓書、讓與書、具結書和其他法律文件，以及提供與各該智慧財產權申請、保護及訴訟有關之說明、會晤、作證。若甲方未簽署(或蓋章)本項所述之任何法定文件者，甲方同意乙方以本契約替代甲方應簽署之各該法定文件。

第五條 其他條款

- 5.1 本契約書於甲方任職日起生效。
- 5.2 本契約所作之條款，不因甲方將來職務之變動、調動、待遇與津貼之調整而受影響。
- 5.3 若甲方違反本契約書或乙方之人事規章任何條款，乙方得終止服務或聘僱關係，並請求甲方賠償乙方因此所受之損害。
- 5.4 因本契約所生之任何爭議，經友好協商仍未獲解決者，甲乙雙方同意以台灣台南地方法院為第一審管轄法院。
- 5.5 本契約就聘僱、委任及有關的人事等事項未規定者，悉依乙方規章之規定，若乙方規章未規定或其規定抵觸民法或勞工法令強制規定者，則依有關民法或勞工法令之規定。

本人茲明白聲明，本人願依本契約書所列各條款受新世紀光電股份有限公司合法之約束。
此致

新世紀光電股份有限公司

立契約書人

甲方：

姓名：

木子元五

乙方：

名稱：新世紀光電股份有限公司

日期：97/08/04

地址：台南科學工業園區台南縣善化鎮大利三路5號

身份證

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PATENT P.01