

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHIA-YU TSENG	09/19/2011
YU-HSUAN LIU	09/05/2014
RECEIVING PARTY DATA	
Name:	FORMOSA EPITAXY INCORPORATION
Street Address:	NO.99, LUNGYUAN 1ST RD., LONGTAN TOWNSHIP,
City:	TAOYUAN COUNTY
State/Country:	TAIWAN
Postal Code:	32542
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14494606
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	BELINDA LEE
SIGNATURE:	/Belinda Lee/
DATE SIGNED:	09/26/2014
Total Attachments: 8 source=48507_dcl_assgn#page1.tif source=48507_dcl_assgn#page2.tif source=48507_dcl_assgn#page3.tif source=48507_dcl_assgn#page4.tif source=48507_dcl_assgn#page5.tif source=48507_dcl_assgn#page6.tif	

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**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

☒ Declaration Submitted With Initial Filing

OR

☐ Declaration Submitted After Initial Filing (surcharge 37 CFR 1.16(f) required)

(Title of the Invention)

**SEMICONDUCTOR LIGHT-EMITTING DEVICE AND FABRICATING
METHOD THEREOF**

As a below named inventor (hereinafter designated as the undersigned), I hereby
declare that:

This declaration is directed to:

☒ The attached application,

OR

☐ United States Application Number or PCT International application number

_____ Filed on _____

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

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

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

WHEREAS, the undersigned has invented certain new and useful improvements described in the application identified.

WHEREAS 1. Formosa Epitaxy Incorporation
of No.99, Lungyuan 1st Rd., Longtan Township, Taoyuan County 32542,
Taiwan (R.O.C.)

hereinafter referred to as ASSIGNEE, is desirous of acquiring the undersigned'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 the undersigned, the undersigned 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 the undersigned 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.

The undersigned 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.

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

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Signature: _____ Date: _____

Legal Name of Sole or First Inventor: Chia-Yu Tseng

Residence: Hsinchu County, Taiwan

Mailing Address: No. 3, Ln. 18, Xinyi St., Xinfeng Township,
Hsinchu County 304, Taiwan (R.O.C.)

Signature: Yu-Hsuan Liu Date: 9/5/2014

Legal Name of Additional Joint Inventor, if any: Yu-Hsuan Liu

Residence: Taoyuan County, Taiwan

Mailing Address: c/o No.99, Lungyuan 1st Rd., Longtan Township, Taoyuan County 32542, Taiwan
(R.O.C.)

Formosa Epitaxy Incorporation Employment Agreement (Indirect)

Whereas Tseng, Chia-Yu (the drafter, hereinafter referred to as Party A) has accepted employment by Formosa Epitaxy Incorporation (hereinafter Party B) and the because the requirements of the work, Party A either has already been exposed to, or will be exposed to Party B's core technology and trade secrets; therefore, to ensure the interests of Party B and the interests of the employees of Party B, the parties reaches the following agreement:

1. I understand that all information related to business or R&D of the company or of third party which I learn, come into contact with, or obtain during employment has actual or potential economic value and are subject to the protection of reasonable confidentiality measures of the company, and I accept the duty of confidentiality according to law. Except where necessary for carrying out duties within employment capacity and within scope of authorization, or with company's prior written consent, I shall not disclose, notify, publicize, transfer, duplicate, deliver, exchange, or through other means cause third party to know, or use outside of company business.
2. I shall return at time of resignation, or when requested by the company, return to the company all confidential material and information, and the medias containing thereof (whether or not the information have commercial value), and shall not in any way copy, duplicate, retain, or disclose the information to someone outside the company.

Confidential material and information include but are not limited to the following:

- (1) All material or information related to technology, R&D, business, operations, etc. which are generated, collected, edited, or used by company operation, and which are related to the company's past, present, or future R&D, production, marketing, operations, etc.
- (2) Material or information not yet disclosed to the public and the related technology, R&D, business, or operations generated, collected, edited, or used during employment. Technology and R&D material and information include but are not limited to technology programs, engineering designs, production methods, technical procedures, R&D records, experiment data, testing or inspection reports, formulas, computer programs and codes, technical documents or drawings, operation manuals, quality control information, charts, samples, production equipment and raw materials, modes, models, technical

files, etc.; business and operation information include material and information including but not limited to customer lists, sales plans, marketing strategies, purchasing information, pricing policies, financial information, supplier information, human resources information and correspondences, etc.

3. During employment, I shall strictly follow all written or unwritten confidentiality provisions and perform related procedures, and follow the contractual duties of intellectual property agreements or confidentiality agreements between the company and its customers or that between the company and any third party. In case I breach of the duty and cause the any harm to the company, I shall be liable for the harm caused.
4. I shall not violate law or breach the contractual obligations and disclose trade secret of anyone (including but not limited to that with/of former employer) to the company, or, by myself or through another, use the trade secret of a third party for the company's business; otherwise, in addition to being solely liable to the third party, if such conduct causes the company any harm, I shall be liable to the company for the harm caused.
5. Party B is the owner, and has the right to apply, use, license, assign or otherwise dispose of all invention, creation, work, computer program, wafer, semiconductor chip, manufacturing or quality control process, market information, customer and supplier resource, market proposal, marketing plan, product planning, market product risk survey and analysis, pricing proposals, etc. by Party A in the course of carrying out job duty or using the company's resources, equipment, human resources, or information, etc. during employment. Party A shall actively provide all necessary material and information and assist with all necessary formalities and procedures to assist Party B to obtain and exercise related intellectual property rights. Except otherwise provided by law or agreement, Party A may be named as joint-inventor, co-author or co-designer of the above mentioned intellectual property and may be rewarded according to Party B's rewards program.
6. Party A shall not without written consent of Party B work part-time for another company, including but not limited to being a partner, board member, supervisor, manager, employee, agent, consultant, etc.; and Party A shall not, whether or not during work hours, accept any business project for profit from another company or an individual.
7. Party A shall not within 6 months from resignation accept employment full-time or part-time position by a competitor of Party B, and Party A shall not

organize a company or corporation and compete with Party B, and shall not induce Party B's employee to resign and join another company to compete with Party B.

Party B has taken into consideration the restrictions in this article and the salary during employment reflects reasonable compensation.

8. Any violation of this agreement by Party A constitutes material breach and Party B may without prior notice terminate the employment agreement with Party A. If the breach causes any harm to Party B, Party A shall be liable for the damage.
9. Employment period in this agreement refers to the work period during which Party A receives salary from Party B, including during the trial period. Party A's duty of confidentiality provided in Articles 1 through 3 shall survive termination of employment.
10. In case of any dispute arising from or related to this agreement, the parties agree to negotiate for a solution. If a solution cannot be reached, the parties agree to submit to Taipei District Court as the court of first instance.
11. This agreement is effective upon signing or stamping by both parties.

Drafter: Tseng, Chia-Yu

Party A: Tseng, Chia-Yu

ID # J122395856

Address: No. 3, Lane 18 Hsin-Yi Street, Shan-Chi Village, Hsin-Fon Township, Hsinchu County

(signed and stamped)

Party B: Formosa Epitaxy Incorporation

No. 99, Lun Yuan 1st Road, Lung-Tan, Taoyuan, Taiwan

(stamped)

September 19, 2011

一 臻圓光電股份有限公司工作協議書(間接)

立協議書人 楊國志 (以上簡稱「甲方」)，已受臻圓光電股份有限公司(以下簡稱「乙方」)聘僱，因工作需要已或將接觸到乙方的核心技術與營業秘密，為確保乙方公司與員工全體利益，雙方就下列條款協議達成一致，以為共同遵守：

一、本人瞭解於任職期間所知悉、接觸或取得之公司或第三人所有之業務或研發等所有資料，均具有實際或潛在之經濟價值，且均經公司採取合理之保密措施，本人依法應負保密義務。除因授權範圍內執行職務所必要，或經公司事先書面同意外，本人不得透露、告知、發表、轉讓、重製、交付、交換或其他任何方式使第三人知悉，亦不得為公司業務以外之任何使用。

二、本人於任職期間所接觸、持有或保管之各種機密資料及資訊及其載體(無論這些資訊有無商業價值)，於離職時或公司請求時，應立即返還予公司，且不得將這些資料及或其載體以任何形式抄錄、重製、保留或洩漏予公司以外之人。

前項所稱機密資料及資訊包括但不限於：

1. 公司營運所產生、收集、編輯或利用之所有技術、研發、業務、營運等各種資料及資訊，並與公司過去、目前或未來之研究發展、生產、行銷、營運等相關者。

2. 本人於任職期間所產生、收集、編輯或利用之所有技術、研發、業務及營運等各方面之資料及資訊，尚未揭露於公眾者。技術及研發方面之資料及資訊包括但不限於技術方案、工程設計、製造方法、技術流程、研發記錄、實驗資料、測試或檢測報告、配方、電腦程式及其代碼、技術文檔或圖檔、操作手冊、品質資訊、圖表、樣品、生產器材與原料、模具、模型、技術檔案等；業務及營運方面之資料及資訊包括但不限於客戶名單、行銷計劃、行銷策略、採購資料、定價政策、財務資料、進貨來源、人力資源資訊及往來文件函電等。

三、本人於任職期間，除應嚴格遵守公司所有成文或不成文之保密規定並履行相關保密程序外，並應遵守公司與客戶或任何第三人間有關智慧財產權或資料保密與保護合約之義務，若有違反致公司受有損害，應負賠償責任。

四、本人不得違反法令或契約之規定，將任何人(包括但不限於前雇主)之營業秘密洩漏予本公司，亦不會自行或促使他人使用任何第三人之營業秘密於公司業務上，否則除應自行對該受害之第三人負責外，若因而致使公司受有損害，應負賠償責任。

五、甲方在任職期間因執行職務或利用乙方之資源、設備、人力、資訊等所產生之發明、創作、作品、電腦程式、晶圓、半導體晶片、製造或品管流程、市場資訊、客戶與供應

商資源、市場方案、行銷企劃、產品規劃、市場產品風險調查與分析、價格方案等，其²
智慧財產權悉歸乙方所有，乙方有權申請、使用、授權、轉讓或為一切處分。甲方應積極
提供一切必要之資訊及資料，並協助採取一切必要之手續及程序，協助乙方取得及行
使其有關的智慧財產權。除法律另有規定或契約另有訂定者外，甲方得署名為上述智慧
財產權的發明人、創作人或設計人，並得依乙方所定之獎勵措施辦法獲得獎勵。

六、甲方在任職期間未經乙方書面同意，不得在其他企業兼職，包括但不限於擔任合夥人、
董事、監察人、經理、職員、代理人、顧問等，無論是否在上班時間進行，亦不得私自
從其他企業或個人承接任何具有商業性質專案，從中牟取額外收入。

七、甲方於離職後六個月內不得任職或兼職於與乙方具有業務競爭關係之企業，亦不得自
行組織公司或企業與乙方從事競爭，更不得誘使乙方其他員工離職，到其它公司與乙方
競業。乙方對於甲方上述競業限制約定，已於聘僱期間之報酬中考量並納入合理補償。

八、甲方如有違反本協議書任一條款，均屬違反工作規則情節重大，乙方得不經預告立即
終止與甲方間之聘僱契約，若因而造成乙方任何之損失，甲方應另為賠償。

九、本協議書所稱任職期間，乃指甲方由乙方領取工資的工作時間而言，包括甲方在乙方
試用期間。本協議書第一條至第三條所定之保密義務，於聘僱契約終止後仍繼續有效。

十、因本協議書引起或與本協議書相關之任何糾紛，雙方應協商解決，如協商不成，雙方
同意以台灣台北地方法院為第一審管轄法院。

十一、本協議書自雙方簽字蓋章之日起生效。

立協議書人：翁嘉裕

甲方：翁嘉裕

身份證字號：112239885

住址：新竹縣新豐鄉山崎村信義街18巷3號

乙方：璨圓光電股份有限公司

負責人：簡華任

地址：桃園縣龍潭鄉龍潭科技園區龍園一路九十九號

中華民國

100

年

9

月

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日