

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3173277

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT WITH ASSIGNMENT PROVISIONS
RESUBMIT DOCUMENT ID:	503095640
CONVEYING PARTY DATA	
Name	Execution Date
PRESTON MOELLER	03/01/2013
RECEIVING PARTY DATA	
Name:	TECA TECHNOLOGIES LIMITED
Street Address:	353 CHERITON ROAD, FOLKESTONE
City:	KENT
State/Country:	UNITED KINGDOM
Postal Code:	CT19 4BP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14556777
CORRESPONDENCE DATA	
Fax Number:	(877)248-5100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8772485100
Email:	uspto@ti-law.com
Correspondent Name:	TILLMAN WRIGHT, PLLC
Address Line 1:	PO BOX 49309
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28277
ATTORNEY DOCKET NUMBER:	1213.003 TECA 1A
NAME OF SUBMITTER:	CHAD D. TILLMAN
SIGNATURE:	/Chad D. Tillman/
DATE SIGNED:	01/07/2015
Total Attachments: 10	
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TECATECH CONFIDENTIALITY AGREEMENT

TECAtech UK Office:
TECA Technologies Ltd
8A the Corniche,
Sandgate,
Kent,
CT203TA
England

TECAtech HK Office:
TECAtech Ltd
Unit 17, 2/F, Block B,
Wah Luen Industrial Centre,
15-21 Wong Chuk Yeung Street,
FoTan, Shatin, N.T. Hong Kong

Name: Preston A Meeller

Address: _____

Phone No: _____

Position: Designer

Type of Employment: Full-time

Revision: _____

Date: 03/02/2013

All TECAttech employees are required to adhere to the following conditions and guidelines, due to the confidential nature of many of the projects please read carefully the following agreement.

Please indicate your agreement the underlying sections by signing and dating at the bottom of this document

in consideration and as a condition of my probationary / contract employment ("EMPLOYMENT"), by (TECAtech Ltd.) and/or by companies which it owns, controls, or is affiliated with, or their successors in business (the "Company"):

1. Confidentiality. I agree to keep confidential, except as the Company may otherwise consent in writing, and not to disclose, or make any use of except for the benefit of the Company, at any time either during or subsequent to my employment, any trade secrets, confidential information, knowledge, data or other information of the Company relating to products, processes, know-how, designs, formulas, test data, customer lists, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees or affiliates, which I may produce, obtain or otherwise acquire during the course of my employment, except as herein provided, I further agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data or other information, or any documentation relating thereto, to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company. My duty hereunder to maintain trade secrets, confidential information, knowledge and data in confidence shall only be relieved by written consent from Company, or by and only to the extent that any such trade secret, confidential information, knowledge and data shall become known in the industry through no direct or indirect fault of mine.

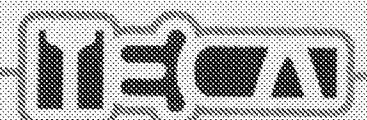
2. Conflicting Employment. Return of Confidential Material. I agree that during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Company is now or may hereafter become engaged, or which would otherwise conflict with my obligation to the Company. In the event of my termination of employment with the Company for any reason whatsoever, I agree to promptly surrender and deliver to the Company all records, materials, equipment, drawings documents and data of any nature pertaining to any invention, creative work, trade secret or confidential information of the Company or to my employment, and I will not take with me any description containing or pertaining to any invention, creative work, trade secret, confidential information, knowledge or data of the Company which I may produce or obtain during the course of my employment.

3. Assignment of Inventions I hereby assign and transfer to the Company, and I agree to assign and transfer to the Company, my entire worldwide right, title and interest in and to all inventions (as used in this Agreement, "inventions" shall include, but not be limited to, ideas, improvements, designs, copyrights, copyrightable material, and discoveries), whether or not patentable and whether or not reduced to practice, made or conceived by me (whether made solely by me or jointly with others) during the period of my employment with the Company which relate in any manner to the actual or demonstrably anticipated business, work, or research and development of the Company or its subsidiaries, or result from or are suggested by any task assigned to me or any work performed by me for or on behalf of the Company or its subsidiaries. I agree that all such inventions are the sole property of the Company.

4 Creative Works and Copyrights

(a) I hereby agree and understand that any and all creative works (as used in this Agreement, "creative works" shall include, but not be limited to, literary, musical, dramatic, pictorial, graphic, sculptural, choreographic and audiovisual works as well as pantomimes, motion pictures, sound recordings, computer programs and software) prepared by me (solely or jointly with others) within the scope of my employment by the Company and during the period of my employment with the Company.

(b) To the extent that any creative work is not prepared within the scope of my employment by the Company, but relates to the business of Company or to Company's actual or demonstrably anticipated research or development, I hereby assign and transfer to the Company, and I agree to assign and transfer to the Company, my worldwide right, title and interest in and to any and all such creative works.



(c) I agree and understand that the Company, as owner and proprietor of any creative work covered by this Agreement, has the exclusive right to reproduce the creative work, prepare derivative works, distribute copies or phono records of the creative work and to display the creative work publicly.

5. Disclosure of Inventions: Patents I agree that in connection with any "invention" as defined in paragraph 3, or any "creative work," as defined in paragraph 4 above:

(a) I will disclose such invention or creative work promptly in writing to my immediate superior at the Company, in order to permit the Company to claim rights to which it may be entitled under this Agreement. Such disclosure shall be received in confidence by the Company and shall be reviewed by the Company within a reasonable period of time after disclosure in accordance with the Company's current procedure for determination of the Company's rights in such inventions or creative works under this Agreement. In the event that the Company shall determine that it claims no rights in such invention or creative work, the Company shall maintain such disclosure in confidence and shall not use the same, until notified by me in writing that the Company may disclose or use the invention or creative work, or until such disclosure shall become known or used in the industry through no fault of the Company. In the event that the Company shall own rights to the invention or creative work under this Agreement, Company shall be entitled to maintain or destroy the confidentiality of the disclosure by me, in the Company's sole discretion;

(b) I will at the Company's request, promptly execute a written assignment of title to the Company for any invention required to be assigned by paragraph 3 ("assignable invention") and any creative work which is required to be assigned under paragraph 4 ("hired or assignable copyrights") and I will preserve any such assignable invention or hired or assignable copyrights as confidential information of the Company; and

(c) Upon request, I agree to assist the Company or its nominee (at its expense) during and at any time subsequent to my employment in every reasonable way to obtain for its own benefit patents and copyrights for such assignable inventions and hired or assignable copyrights in any and all countries, which inventions and creative works shall be and remain the sole and exclusive property of the Company or its nominee whether or not patented or copyrighted. I agree to execute such papers and perform such lawful acts as the Company deems to be necessary to allow it to exercise all rights, title and interest in such patents and copyrights.

(d) **Execution of Documents** in connection with paragraph 4(c), I further agree to execute, acknowledge and deliver to the Company or its nominee upon request and at its expense all such assignments of inventions, patents and copyrights to be issued therefor, as the Company may determine necessary or desirable to apply for and obtain letters, patent and copyrights on such assignable inventions in any and all countries and/or to protect the interest of the Company or its nominee in such inventions patents and copyrights and to vest title thereto in the Company or its nominee.

7. Maintenance of Records I agree to keep and maintain adequate and current written records of all inventions and creative works made by me (in the form of notes, sketches, drawings and as may be specified by the Company), which records shall be available to and remain the sole property of the Company at all times.

8. Prior Inventions. It is understood that all inventions, if any, patented or unpatented, and creative works, whether registered copyrights or not, which I made prior to my employment by the Company, are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth and attached hereto a complete list of all of my prior inventions and creative works, including numbers of all patents and patent applications, in the event of my failure to give such a list, I agree that I will make no claim against the Company with respect to any such inventions, ideas or creative works.

9. Other Obligations I acknowledge that the Company from time to time may have agreements with other persons or agencies which impose obligations or restrictions on the Company regarding inventions or creative works made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

10. Trade Secrets of Others I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict herewith.

11. Modification This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by the Consultant / Contract Employee and the Company. I agree that any subsequent change or changes in my duties, salary or compensation shall not affect the validity or scope of this Agreement.

12. Entire Agreement. I acknowledge receipt of this Agreement, and agree that with respect to the subject matter thereof it is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.

13. Severability In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire Agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.

14. Successors and Assigns This agreement shall be binding upon my heirs, executors, administrators or other legal representatives and is for the benefit of the Company, its successors and assigns.

15. Governing Law This Agreement shall be governed by the laws of Hong Kong

16. Counterparts This Agreement may be signed in two counterparts, each of which shall be deemed on original and both of which shall together constitute one agreement.

Accepted and Agreed: Dated 3/1/13 by Preston A Mueller

Consultant / Contract Employee Title _____

TECAtech Company Rules

The following are the basic disciplines which are revised from time to time at the discretion of the management and your observance is required as part of the employment contract.

1. Office hours:

The office hours are:

Hong Kong Office:

From 9.00 am to 6.00 pm on weekdays with a one hour lunch break between 1.00pm and 2.00 pm

From 9.00 am to 1.00 pm each Saturday (when required)

PRC Office

From 9.30 am to 6.30 pm with a one hour lunch break between 12.00pm and 1.00 pm

From 9.00 am to 1.00 pm each Saturday (when required)

These hours may be changed, you are required to report for duty punctually.

2. Phone Answering method:

Our company is judged and relies on the image given by its staff and part of that branding is the way we answer the office phone and deal with customers.

Our customers are the most important thing in our business and must be treated as such. Please answer the phone in the following way and always be courteous and helpful even with difficult clients.

In the morning:

Good morning TECAtch, (your name) speaking

In the afternoon:

Good afternoon TECAtch, (your name) speaking

3. Internet access:

Internet is only allowed for work purposes during working hours – it is not permitted to use personal messaging systems for non work purposes during normal working hours

It is not allowed to download and install software without asking

4. Email access:

Emails – we use the Google Email system which can be accessed from any computer at any time, if you are working from home you can also access your emails

Emails – company Emails are confidential and should not be copied to people outside of the company without permission

Emails – you can access the email partnerpage.google.com/tecatechnologies.co.uk, also regularly check the calendar and the company documents

You are expected to check your emails regularly and reply promptly

5. Office security:

Due to the confidential nature of our business and the high value of the IPR we develop office security is very important. For both the China and Hong Kong offices:

Do not allow any non-company people into the office without approval. All staff, employees, temporary workers, students, interns and other short term employees or workers **MUST** have a signed NDA with the company before entering our design studios.

Please ensure all doors and entrances to our studios are kept secure during working time so no one can gain access without permission.

Please ensure the office security lock-up procedure is followed in the evening and when the office is empty.

If you are the last person to leave the office please follow all the security requirements to leave the office secure in your absence.

If you do not have the right keys or know how to leave the office secure you **MUST** tell a manager or other member of staff immediately and not leave the office un-locked

6. SKYPE

We use **skype** in all our offices to keep multinational teams together and allow greater sharing and communication.

All staff must have a skype account set up the same as their email address -- for example Design5 . TECATECH

All set-ups and passwords must be recorded in the company password file in case we lose access

When in the office staff are required to log-onto skype and be available for communication by any of our teams in the UK, China and HK

When away from the desk set the skype to away

An official staff photo should be used on skype to help to introduce new members to the other teams

Please install only the English version of skype from the US or UK websites -- do not use TomTom Skype as it is not secure!

7. Overtime Allowance

Overtime work may be required from time to time

Overtime on Public holidays and Sundays may be paid subject to approval by the department head

Overtime is calculated as 50% on top of the hourly rate.

8. Leave

Leave should be approved in advance by your department head. In case of urgency that makes prior approval not practical you should try to notify your supervisor immediately by phone.

In the event of annual leave you must get the approval from your department head at least two weeks in advance. You are encouraged to take annual leave during the Lunar New year.

In the event of sick leave, you should subsequently produce a medical certificate and seek for the approval from your departmental head. If the approved sick period is less than 4 consecutive days you will be paid 4/5 of the normal daily salary. If the approved sick period is more than 4 consecutive days you will be paid 1/2 of the normal daily salary.

No salary will be paid for leave without prior approval from your department head. Absence without prior approval from the department head will lead to disciplinary action taken against the offender which may include summary dismissal.

9. Working Premises

You are not allowed to leave the working premises during office hours without the permission of the department head

10. Other Employment

You should devote your whole working time to the service of the company and should not be engaged in any other employment without prior approval from the management

11. Misconduct

You must not involve any act of misconduct or any indictable offence

12. Conflict of Interests

Unless with the prior approval from management no employee should engage in any activities that may have a conflict of interest with the company. An employee must disclose to the company in writing as soon as practicable a family member who is working in a competitor company or is working in or have an interest in a company which has business dealings with the company and may have direct or indirect conflict of interest with the company.

13. Gifts

It is our policy and staff must not accept gifts of more than token value excessive entertainment or other favours from those parties trading with the company

14. Photographs

No photos may be taken in our office unless approval has been obtained before hand

15. Confidentiality

I agree to keep confidential, except as the Company may otherwise consent in writing, and not to disclose, or make any use of except for the benefit of the Company, at any time either during or subsequent to my employment, any trade secrets, confidential information, knowledge, data or other information of the Company relating to products, processes, know-how, designs, formulas, test data, customer lists, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees or affiliates, which I may produce, obtain or otherwise acquire during the course of my employment, except as herein provided. I further agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data or other information, or any documentation relating thereto, to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company. My duty hereunder to maintain trade secrets, confidential information, knowledge and data in confidence shall only be relieved by written consent from Company, or by and only to the extent that any such trade secret, confidential information, knowledge and data shall become known in the industry through no direct or indirect fault of mine.

16. Conflicting Employment

Return of Confidential Material. I agree that during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Company is now or may hereafter become engaged, or which would otherwise conflict with my obligation to the Company. In the event of my termination of employment with the Company for any reason whatsoever, I agree to promptly surrender and deliver to the Company all records, materials, equipment, drawings, documents and data of any nature pertaining to any invention, creative work, trade secret or confidential information of the Company or to my employment, and I will not take with me any description containing or pertaining to any invention, creative work, trade secret, confidential information, knowledge or data of the Company which I may produce or obtain during the course of my employment.

17. Assignment of Inventions

I hereby assign and transfer to the Company, and I agree to assign and transfer to the Company, my entire worldwide right, title and interest in and to all inventions (as used in this Agreement, "inventions" shall include, but not be limited to, ideas, improvements, designs, copyrights, copyrightable material, and discoveries), whether or not patentable and whether or not reduced to practice, made or conceived by me (whether made solely by me or jointly with others) during the period of my employment with the Company which relate in any manner to the actual or demonstrably anticipated business, work, or research and development of the Company or its subsidiaries, or result from or are suggested by any task assigned to me or any work performed by me for or on behalf of the Company or its subsidiaries. I agree that all such inventions are the sole property of the Company.

18. Creative Works and Copyrights

- (a) I hereby agree and understand that any and all creative works (as used in this Agreement, "creative works" shall include, but not be limited to, literary, musical, dramatic, pictorial, graphic, sculptural, choreographic and audiovisual works as well as pantomimes, motion pictures, sound recordings, computer programs and software) prepared by me (solely or jointly with others) within the scope of my employment by the Company and during the period of my employment with the Company.
- (b) To the extent that any creative work is not prepared within the scope of my employment by the Company, but relates to the business of Company or to Company's actual or demonstrably anticipated research or development, I hereby assign and transfer to the Company, and I agree to assign and transfer to the Company, my worldwide right, title and interest in and to any and all such creative works.
- (c) I agree and understand that the Company, as owner and proprietor of any creative work covered by this Agreement, has the exclusive right to reproduce the creative work, prepare derivative works, distribute copies or phone records of the creative work, and to display the creative work publicly.

19. Disclosure of Inventions

Patents: I agree that (a) I will disclose such invention or creative work promptly in writing to my immediate superior at the Company, in order to permit the Company to claim rights to which it may be entitled under this Agreement. Such disclosure shall be received in confidence by the Company and shall be reviewed by the Company within a reasonable period of time after disclosure in accordance with the Company's the current procedure for determination of the Company's rights in such inventions or creative works under this Agreement. In the event that the Company shall determine that it claims no rights in such invention or creative work, the Company shall maintain such disclosure in confidence and shall not use the same, until notified by me in writing that the Company may disclose or use the invention or creative work, or until such disclosure shall become known or used in the industry through no fault of the Company. In the event that the Company shall own rights to the invention or creative work under this Agreement, Company shall be entitled to maintain or destroy the confidentiality of the disclosure by me, in the Company's sole discretion; (b) I will at the Company's request, promptly execute a written assignment of title to the Company for any invention required to be assigned and any creative work which is required to be assigned under ("hired or assignable copyrights") and I will preserve any such assignable invention or hired or assignable copyrights as confidential information of the Company; and (c) Upon request, I agree to assist the Company or its nominee (at its expense) during and at any time subsequent to my employment in every reasonable way to obtain for its own benefit patents and copyrights for such assignable inventions and hired or assignable copyrights in any and all countries, which inventions and creative works shall be and remain the sole and exclusive property of the Company or its nominee whether or not patented or copyrighted. I agree to execute such papers and perform such lawful acts as the Company deems to be necessary to allow it to exercise all rights, title and interest in such patents and copyrights.

20. Execution of Documents

I further agree to execute, acknowledge and deliver to the Company or its nominee upon request and at its expense all such assignments of inventions, patents and copyrights to be issued therefor, as the Company may determine necessary or desirable to apply for and obtain letters, patent and copyrights on such assignable inventions in any and all countries and/or to protect the interest of the Company or its nominee in such inventions patents and copyrights and to vest title thereto in the Company or its nominee.

21. Maintenance of Records

I agree to keep and maintain adequate and current written records of all inventions and creative works made by me (in the form of notes, sketches, drawings and as may be specified by the Company), which records shall be available to and remain the sole property of the Company at all times.

22. Prior Inventions

It is understood that all inventions, if any, patented or unpatented, and creative works, whether registered copyrights or not, which I made prior to my employment by the Company, are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth and attached hereto a complete list of all of my prior inventions and creative works, including numbers of all patents and patent applications. In the event of my failure to give such a list, I agree that I will make no claim against the Company with respect to any such inventions, ideas or creative works.

23. Other Obligations

I acknowledge that the Company from time to time may have agreements with other persons or agencies which impose obligations or restrictions on the Company regarding inventions or creative works made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

24. Probation period

I have the best intentions to work for TECAtch as a permanent job and will not be actively seeking other job opportunities during my working schedule. I understand that during my probation period with the company I will receive training and orientation and the company will invest time and resources in my employment. I agree to give proper notice in the event of my resignation and I agree that if I decide to leave without due notice and without assisting the company in finding a replacement for me the company will not be obliged to pay my full wage.

25. Trade Secrets of Others

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict herewith.

Violation of the above conditions of employment may subject the employee to disciplinary actions which in serious cases may in clued dismissal.

I agree to the conditions specified above



SIGNATURE

PRESTON A MOELLER

FULL NAME (in Capitals)

DESIGN 5

ID No.