EPAS ID: PAT3177378

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
IAT-IN AO-IEONG	09/24/2012
CHEN-CHIH HUANG	09/15/2014

RECEIVING PARTY DATA

Name:	REALTEK SEMICONDUCTOR CORPORATION
Street Address:	NO. 2, INNOVATION ROAD II, HSINCHU SCIENCE PARK
City:	HSINCHU
State/Country:	TAIWAN
Postal Code:	300

PROPERTY NUMBERS Total: 1

Property Type	Number		
Application Number:	14593879		

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	16313-039
NAME OF SUBMITTER:	ANTHONY KING
SIGNATURE:	/Anthony King/
DATE SIGNED:	01/09/2015

Total Attachments: 12

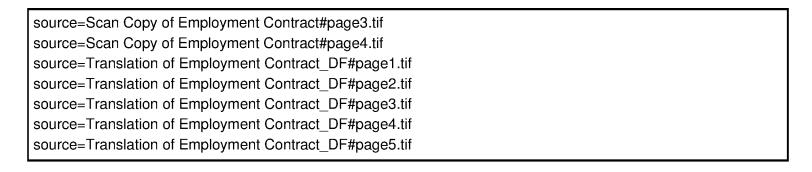
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PATENT 503130768 REEL: 034676 FRAME: 0912



ASSIGNMENT

WHEREAS, I(we), IAT-IN AO-IEONG and CHEN-CHIH HUANG, whose post office address(es) appear(s) below, hereinafter referred to as ASSIGNOR, have invented certain new and useful invention entitled EMI SUPPRESSION DEVICE AND METHOD FOR NETWORK TRANSMISSION (hereinafter referred to as the INVENTION) for which an application for United States Letters Patent /Utility Patent is executed on even date herewith unless at least one of the following is checked:

United States Desi	gn Patent was		
cxecuted on:			
☐ filed on: Serial N		C1 1	
United States of America	International Patent Application No.:	filed:	designating the
issued on	as U.S. Patent No.:		

WHEREAS, REALTEK SEMICONDUCTOR CORPORATION whose post office address is No. 2, Innovation Road II, Hsinchu Science Park, Hsinchu 300, Taiwan (R.O.C.) hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the same in the United States and its territorial possessions;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, I (we), ASSIGNOR, by these presents do sell, assign and transfer unto said ASSIGNEE, the entire right, title, and interest in and to said INVENTION and application throughout the United States of America, including any and all Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignments, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment;

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) in the United States for said INVENTION, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said INVENTION, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the INVENTION that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance, litigation and defense of any patent application or patent encompassed within the terms of this instrument. ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives.

ALSO, ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent referred to above to ASSIGNEE, as the ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behoof; and for the use and behoof of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.





Assignor Name	Address
IAT-IN AO-IEONG	No.22, Ln. 40, Changchun St., East Dist., Hsinchu City 300, Taiwan (R.O.C.)
Signature of Assignor	Date of Signature
Name of Witness (optional)	Name of Witness (optional)
Signature of Witness (optional)	Signature of Witness (Optional)

Assignor Name	Address
CHEN-CHIH HUANG	8F., No.1010-1, Sec. 4, Zhongxing Rd., Zhudong Township, Hsinchu County 310, Taiwan (R.O.C.)
Signature of Assignor Chan-(ah Huany	Date of Signature
Name of Witness (optional)	Name of Witness (optional)
Signature of Witness (optional)	Signature of Witness (Optional)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE P.O. BOX 1450 ALEXANDRIA, VA 22313-1450

Appl No.:

Applicant:

REALTEK SEMICONDUCTOR CORPORATION

Filing Date:

Art Unit:

N/A

Examiner:

NA

Attorney Docket No.:

DECLARATION FOR ASSIGNMENT

- I, Ying-Hsi Lin, declare the following:
 - 1. That I, Ying-Hsi Lin am a director or an officer of the company, Realtek Semiconductor Corporation
 - 2. That company funds and/or equipment to do R & D on the invention was used;
 - 3. Development was done on company time;
 - 4. The inventor, <u>lat-In Ao-leong</u>, was hired in research, engineering, or experimental capacity:
 - The inventor, <u>Iat-In Ao-Ieong</u>, signed an employment agreement in which the inventor agreed to abide by the terms of the employment agreement;
 - 6. The employment agreement states explicitly that the rights of the invention belong to the company.

I hereby declare that all statements made herein are true, and that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. $\mathcal{F}(x,y) = \int_{-\infty}^{\infty} dx \, dx$

				~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	-13-11			
	Signature	ار. دور	12. 13	Commence	/	Title	Vice President of R&D Center	
***	6	. ^ /	火火	<u> </u>	7, 3615		of Realtek Semiconductor Corporation	
********	Name		Ying-Hsi I	in		Date	2015/01/07	

聘僱契約

方)			茲同意聘請 图 (1) (1) (1) (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	
守:	MY 77 起桌上, <i>也为</i> 例中	(本)以及	,及程支刀问总d1亿 个关 机体数如	1、次四但
第一	條:職位與職務範圍		,	
	(一)甲方因業務需	要,聘請乙方擔任 工化	職務;從事下列工作:	
	1	2	3.	
於合	約有效期間,甲方得視公司]業務或發展需要,或乙方專	長及其工作狀況,調整或變更乙方	織 位、工作
項目	、職務內容及範圍。			
第二	條:工作時間(請勾選塡)	()		
	□四班二輪(日): □四班二輪(夜): □四班二輪(夜): 工作開始及終止之時 甲方工作規定辦理。 在正常班中,爲應不同 管做權宜調整,不受 原則上,平均一週工何		三十分; 三十分; 請假及輪班制之換班有關事項悉依 京、各部門人員的工作時間,可由該 現定。	
第三	條:工作地點:			
	乙方同意甲方得變更其	其工作地點或命乙方出差外地	•	
第四個	條:薪資待遇及福利			
		□ 非責任制	安全衛生有關事項、勞工教育及訓	マー 工作 練事項、及其
本契			獎金及其他獎金紅利之給與,依	甲方工作
規則 雙方	或發佈之公告辦理。	日以前發放,如發放日遇星	期日或國定假日時,則提前一日	No.
第五	條:兼業禁止			

(一)於僱傭關係存續期間,乙方應盡忠職守,除經甲方同意外,不得兼任甲方職務以外其他任何職務,亦不得有侵犯或違反甲方權益之行爲。

(二) 於僱傭關係終止或屆滿後一年的於密方不得利用用病營業秘密從事與用妨相競爭之業務或 研究設計定從多

第六條:試用期間

乙方同意自報到之日起三十日爲試用期間,乙方於試用期滿,經甲方考核不及格者,本契約於甲方通知乙方之時起終止,乙方不得對甲方爲任何主張或請求,但乙方試用期間之薪資甲方仍應給付。

第七條:工作調整約定

乙方同意並願意配合甲方因工作需要之加班或,因業務或發展需要,或乙方專長及其工作狀況之需要而調整或變更乙方職位、工作項目、職務內容、職務範圍、工作時間或工作地點或至甲方的關係企業任職。但前開之調整需係合理且與乙方專長相關者爲限。

第八條:權利歸屬約定

- (一)乙方於僱用期間所完成之智慧財產項目,包括但不限於專利權、著作權或營業秘密、商標權、積體電路佈局權等,無論其有無向官方辦理登記,其權利歸屬依下列情事定之:
 - 1. 乙方基於職務上所完成或與職務相關之發明、新型、新式樣、著作、積體電路佈局或其 他智慧財產權項目,皆以甲方爲專利權人、著作人或其他智慧財產權人。
 - 2. 乙方非職務上所完成之發明、新型、新式樣或著作,其專利權或著作權歸屬予乙方,但 前述發明或創作倘係利用甲方之資源或經驗而完成者,甲方得於支付乙方合理報酬後, 由甲方或/及其關係企業實施或利用前述專利或著作;如乙方欲轉讓前述權利時應先通 知甲方,甲方應有優先受讓權。
 - 3. 乙方完成不論職務上或非職務上之發明、新型、新式樣或著作時,乙方均應立即以書面 通知甲方,如有必要並應告知其創作過程。
- (二)前述權利若依本條規定屬甲方所有者,乙方應簽署相關文件並協助甲方取得上述權利,倘甲方欲申請國內外相關智慧財產權之註冊或登記時,乙方不論係在職中或離後,應無條件提供必要之文件及協助,並配合甲方完成之。
- (三)倘有第三人對依本條規定權利屬甲方所有者提出異議或訴訟時,不論其發生係在雙方僱傭期間內或僱傭關係終止後,乙方皆應提供甲方必要之協助,例如:口頭或書面之諮詢及意見、出庭作證等,但因此而生之費用,概由甲方負擔。

第九條:保密約定

(一)機密資訊

本契約所稱之機密資訊,係指乙方於試用期間及正式受聘期間所取得或知悉之甲方(含關係企業)或其客戶及其他第三人之機密資訊,且該資訊係指非一般涉及該類資訊之人所知悉,甲方並已對其採取合理之保密措施者。前述機密資訊包括但不限於商業上或生產上之概念(Concepts)、各發展階段之原始碼、目的碼、構圖(Drawings)、產品規格(Specifications)、技術(Technical)、模型(Models)、資料(Data)、文件(Documentation)、圖表(Diagrams)、流程圖(Flow Chart)、研究(Research)、發展(Development)、製程(Process)、流程(Procedure)、特殊製造或生產方法、機器裝置、模具或其他設備、以及專門技術(Know-how)或其他內部文件資料,如合約書、財務報表、行銷策略、客戶名單、薪資、人事資料等等。

(二) 文件所有權

雙方同意以各種媒體形式呈現之任何有關機密資訊之筆記、資料、參考文件、圖表等文件之所有權皆歸甲方所有。乙方於離職或甲方請求時,應立即將其交還甲方或其指定之人。

(三) 保密義務

1. 乙方同意對其於僱傭期間所知悉或持有之機密資訊負保密義務、且非經甲方書面同意、 乙方不得將前述機密資訊爲違背其工作目的的範圍外之使用,或將其洩漏、告知、交 付、或移轉他人或對外發表,或未經甲方同意,複製、照像或以其他方法保有全部或部 份內容。

- 2. 本條保密義務於本契約終止或解除後仍有效,但對甲方公開而使其成爲公眾所週知或公 共財之資訊者,不在此限。
- (四) 違反保密義務之懲罰性賠償

名为过度交流的资源支资之制度是"中方信息"及3万个方。有性道的金统台语言信息元素如 有其地组集。如约局该对信信。

第十條:告知義務

乙方於簽訂本合約時,應告知其餘簽約前是否對第三人負有不得使用或揭露其智慧財產權之保密 義務或其他義務,如乙方對第三人負有於一定期間或一定工作領域內不得爲特定行爲之著者,亦 應事先告知甲方。乙方並保證本合約之簽定未違反前述任何義務。

第十一條:保證責任

乙方保證不於其工作上或甲方處所使用任何違法或侵害他人權利之工具或資訊,乙方並承諾決不擅自非法複製軟體、文件資料、或他人之營業秘密等。

第十二條:忠誠義務

乙方應親自履行本合約義務,且非經甲方同意,乙方不得使第三人代爲履行。

第十三條:規章遵守

乙方知悉並同意甲方另行提供或告知之工作規則、管理規定及其他作業規章,且同意遵守之,亦同意甲方有權隨時修訂更改之。

甲乙雙方僱傭關係之權利義務,悉依本契約規定辦理,本契約未盡事宜,,參照甲方工作規則之規定、管理規定及其他作業規章,該工作規則、管理規定及其他作業規章內容構成本契約之一部,有效拘束雙方當事人。乙方知悉並同意甲方另行提供或告知之工作規則、管理規定及其他作業規章,且同意遵守之,亦同意甲方有權隨時修訂更改之。工作規則、管理規定及其他作業規章未規定或規定不全之部份,則從勞動基準法與其相關法規及民法等相關法令之規定。

第十四條:契約效力

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。

第十五條:損害賠償

當事人之一若違反本契約之規定時,他方當事人得依本契約及相關法令之規定,行使其終止 本契約或請求損害賠償之權利。

第十六條:準據法及管轄法院

第十四條:本契約一式二份,雙方各執一份爲憑。

立契約書人:

甲 方:瑞昱半導體股份有限

代表人:葉南宏 中 4

TVXXX XMX

地 址:新竹科學園區創新

Z 方: 股馬遊野醫陽

身份證字號: AA90006517

地址:新竹平丰屋最春约26巷22號代

中華民國

/0/ 年

09 1

24

日

X

Department	Staff No.
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Employment Contract

	1 0		
Гhe employer, Rea	altek Semiconductor Corporation, (hereaf	ter, Party A) hereby engage	es <u>Iat-In Ao-Ieong</u> (hereafter,
Party B), and Party	B agrees to work for Party A by the follow	owing terms to which both	parties consent.
Article 1. Position	and Job Assignment		
(1) Party A he	ereby engages Party B in the capacity of _	Engineer, and Party	A assigns Party B to do the
following jobs:			
1	2	3	
n the duration of the	he contract, Party A may assign Party B a	another position or job in c	onsideration of the business
or development de	mand, or in view of the expertise and per	formance of Party B.	
Article 2. Working	Hours (Please tick off the following item	ns)	
	□ 正常班:週一至週五上午八時』	E至下午五時三十分;	
	班二輪(日):早上七時三十分至晚」	亡七時三十分;	
	班二輪(夜):晚上七時三十分至早」	上七時三十分;	
工作開始	始及終止之時間、休息時間、休假、例	河假、請假及輪班制之換3	班有關事項悉依相關法令及
甲方工作	作規定辦理。		
	班中,為應不同工作性質或不同地區的	的需要、各部門人員的工作	作時間,可由該部門一級主
	宜調整,不受上述工作時間的限制。		
	,平均一週工作時數仍須達 42 小時的		- प्रा के fe
本契約 <u>2</u>	生效後,若甲方調整其員工工作時間,	· 乙力乙工作時間小隨同語	調整。
Article 3. Work Sit	te		
	乙方同意甲方得變更其工作地點或命	· 乙方出差外地。	
Article 4. Wages a	nd Benefits		
(-)	起薪底薪 職務津貼	交通津貼	輪班津貼
	工作獎金 全勤獎金		
(二)	職等		
	□ 責任制 □ 非責任制		
(\equiv)	福利、勞工保險、獎金、紅利、退休		、勞工教育及訓練事項、及其
	他相關事項,悉依相關法令及甲乙	方規定辦理。	

本契約生效後,乙方薪資待遇之調整或年節獎金、績效獎金及其他獎金紅利之給與,依甲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以前發放,如發放日遇星期日或國定假日時,則提前一日發放;其發放方式,乙方同意依甲方規定方式辦理。





Article 5. Part-time Job Prohibition

- (一)於僱傭關係存續期間,乙方應盡忠職守,除經甲方同意外,不得兼任甲方職務以外其他任何職務,亦不得有侵犯或違反甲方權益之行為。
- (二)於僱傭關係終止或屆滿後一年內,乙方不得利用甲方營業秘密從事與甲方相競爭之業務或 研究設計工作。

Article 6. Probation Period

乙方同意自報到之日起三十日為試用期間,乙方於試用期滿,經甲方考核不及格者,本契約於甲方通知乙方之時起終止,乙方不得對甲方為任何主張或請求,但乙方試用期間之薪資甲方仍應給付。

Article 7. Job Reassignment Agreement

乙方同意並願意配合甲方因工作需要之加班或,因業務或發展需要,或乙方專長及其工作狀況之需要而調整或變更乙方職位、工作項目、職務內容、職務範圍、工作時間或工作地點或至甲方的關係企業任職。但前開之調整需係合理且與乙方專長相關者為限。

Article 8. Ownership Agreement

- (1) The ownership of intellectual properties including, but not limited to, patent rights, copyrights, trade secrets, trademark rights, integrated circuit layout rights, and etc. that are developed by Party B belongs to the one entitled by the following clauses regardless of whether a registration for the properties is made or not.
 - (a) The inventions, utility models, designs, copyrights, integrated circuit layout rights or other intellectual property rights that are developed by Party B in the performance of Party B's duties belong to Party A.
 - (b) The inventions, utility models, designs or copyrights that are developed by Party B but irrelevant to the performance of Party B's duties belong to Party B. However, if such inventions, utility models, designs or copyrights are made through the utilization of Party A's resources or experiences, Party A may, after paying Party B a reasonable remuneration, exploit the inventions, utility models, designs or copyrights concerned in the enterprise and/or conglomerate of Party A; if Party B is going to assign the aforementioned rights, Party B should firstly notify Party A who is entitled to the preferential assignment of the rights.
 - (c) Regarding the inventions, utility models, designs or copyrights that are developed by Party B in or out of the performance of Party B's duties, Party B should immediately notify Party A in writing and show Party A the procedure of creation if necessary.
- (2) If the aforementioned ownership belongs to Party A under the present Article, Party B should sign required documents to assist Party A in obtaining the ownership. If Party A is going to file a registration or application for the acquisition of intellectual property in this or a foreign country, Party B should provide competent documents or assistance for Party A without preconditions regardless of whether Party B is in service.
- (3) If a third party is going to raise or has raised an objection or a lawsuit against Party A's being entitled to the ownership under the present Article, regardless of this happening during the period of employment or after







the termination of employment, Party B should provide competent assistance such as oral or written suggestion and opinion, appearance in court and etc. for Party A while Party A is liable to afford the expense caused thereby.

Article 9. Non-disclosure Agreement

(一)機密資訊

本契約所稱之機密資訊,係指乙方於試用期間及正式受聘期間所取得或知悉之甲方(含關係企業)或其客戶及其他第三人之機密資訊,且該資訊係指非一般涉及該類資訊之人所知悉,甲方並已對其採取合理之保密措施者。前述機密資訊包括但不限於商業上或生產上之概念(Concepts)、各發展階段之原始碼、目的碼、構圖(Drawings)、產品規格(Specifications)、技術(Technical)、模型(Models)、資料(Data)、文件(Documentation)、圖表(Diagrams)、流程圖(Flow Chart)、研究(Research)、發展(Development)、製程(Process)、流程(Procedure)、特殊製造或生產方法、機器裝置、模具或其他設備、以及專門技術(Know-how)或其他內部文件資料,如合約書、財務報表、行銷策略、客戶名單、薪資、人事資料等等。

(二) 文件所有權

雙方同意以各種媒體形式呈現之任何有關機密資訊之筆記、資料、參考文件、圖表等文件之所有權皆歸甲方所有。乙方於離職或甲方請求時,應立即將其交還甲方或其指定之人。

(三) 保密義務

- 乙方同意對其於僱傭期間所知悉或持有之機密資訊負保密義務、且非經甲方書面同意、 乙方不得將前述機密資訊為違背其工作目的的範圍外之使用,或將其洩漏、告知、交付、 或移轉他人或對外發表,或未經甲方同意,複製、照像或以其他方法保有全部或部份內 容。
- 2. 本條保密義務於本契約終止或解除後仍有效,但對甲方公開而使其成為公眾所週知或公 共財之資訊者,不在此限。

(四) 違反保密義務之懲罰性賠償

乙方違反本條保密義務之約定者,甲方得請求乙方給付懲罰性違約金新台幣壹佰萬元,如 有其他損害,並得請求賠償。

Article 10. Obligation to Inform

乙方於簽訂本合約時,應告知其於簽約前是否對第三人負有不得使用或揭露其智慧財產權之保密 義務或其他義務,如乙方對第三人負有於一定期間或一定工作領域內不得為特定行為之著者,亦 應事先告知甲方。乙方並保證本合約之簽定未違反前述任何義務。

Article 11. Assurance to Stay Away from Infringement Act

乙方保證不於其工作上或甲方處所使用任何違法或侵害他人權利之工具或資訊,乙方並承諾決 不擅自非法複製軟體,文件資料,或他人之營業秘密等。

Article 12. Obligation to Be Faithful

乙方應親自履行本合約義務,且非經甲方同意,乙方不得使第三人代為履行。

Article 13. Obligation to Comply with Regulations





乙方知悉並同意甲方另行提供或告知之工作規則、管理規定及其他作業規章,且同意遵守之,亦同意甲方有權隨時修訂更改之。

甲乙雙方僱傭關係之權利義務,悉依本契約規定辦理,本契約未盡事宜,參照甲方工作規則之 規定、管理規定及其他作業規章,該工作規則、管理規定及其他作業規章內容構成本契約之一 部份,有效拘束雙方當事人。乙方知悉並同意甲方另行提供或告知之工作規則、管理規定及其 他作業規章,且同意遵守之,亦同意甲方有權隨時修訂更改之。工作規則、管理規定及其他作 業規章未規定或規定不全之部份,則從勞動基準法與其相關法規及民法等相關法令之規定。

Article 14. Validity of Contract

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。

Article 15. Indemnity

當事人之一若違反本契約之規定時,他方當事人得依本契約及相關法令之規定,行使其終止本契約或請求損害賠償之權利。

Article 16. Applicable Law and Competent Court

甲乙雙方同意本契約以中華民國法律為準據法,且凡因本契約而生之爭議,雙方同意先本誠信原則磋商之,磋商不協時,雙方同意以台灣新竹地方法院為第一審管轄法院。

Article 14. This employment contract is made in duplicate and each party shall hold one copy

Contractors:

Party A: Realtek Semiconductor Corporation

Representative: Yeh, Nan-Horng

Address: No. 2, Innovation Road II, Hsinchu Science Park, Hsinchu 300, Taiwan (R.O.C.)

Party B: Iat-In Ao-Ieong

Identity Number:

Address: No.22, Ln. 26, Changchun St., East Dist., Hsinchu City 300, Taiwan (R.O.C.)

Date: 2012/09/24





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