

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3347015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANCK GENTELET	09/24/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IER
<b>Street Address:</b>	3 RUE SALOMON DE ROTHSCHILD
<b>City:</b>	SURENESS
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	F-92150
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13822492
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	312-360-0080
<b>Email:</b>	lonorato@gbclaw.net
<b>Correspondent Name:</b>	GREER, BURNS & CRAIN, LTD.
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<b>ATTORNEY DOCKET NUMBER:</b>	1606.114142
<b>NAME OF SUBMITTER:</b>	LAWRENCE J. CRAIN
<b>SIGNATURE:</b>	/Lawrence J. Crain/
<b>DATE SIGNED:</b>	05/11/2015
<b>Total Attachments: 9</b>	
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TRANSLATION VERIFICATION CERTIFICATE

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I, Farhana NEZONDET, of PONTET ALLANO & Associés s.e.l.a.r.l., Parc Les Algorithmes, Bâtiment Platon, CS 70003 Saint-Aubin, 91192 GIF SUR YVETTE Cedex, France, do solemnly and sincerely declare :

1. that I am well acquainted with both the English and French languages,  
And

2. that to the best of my knowledge and belief, the following is a true and correct English translation of the employment contract established between Société I E R and Mr. Franck GENTELET on 24<sup>th</sup> September 2009.

Dated this 28<sup>th</sup> April 2015



Farhana NEZONDET

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PERMANENT EMPLOYMENT CONTRACT  
***with effect from 24 September 2009***

Established between the undersigned

**Société I.E.R.** (a limited company, with capital of 12 560 030 euros), with headquarters located at 3, rue Salomon de Rothschild, SURESNES (92), represented by Mr. François-Xavier SIMON, Director of Human Resources, registered with URSSAF under n°920.50.0076544.001.011,

and

**Mr. Franck GENTELET**  
9 bis, Avenue des Pyrénées  
31880 LA SALVETAT SAINT GILLES

It was agreed that:

The provisions contained in the present permanent employment contract fulfil the limitations stated in the collective agreement of "Engineers and Managers of metallurgy" dated 13 March 1972.

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A – SPECIFIC CONDITIONS
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A1. Duties and attachments

Your position is a Project Leader of R&D RFID reporting to Director of Operations and you acknowledged your activity as an executive on daily basis.

A2. Working environment

You will carry out your activity at the premise of Société I.E.R located in BUC (78). However, the company reserved all rights to modify your working premise depending on the operational necessity without any essential modification to the present contract.

A3. Classification

Your classification, by reference to the Collective Agreement is: Executive, Position II, on daily basis.

#### A4. Seniority

Your seniority will be calculated from 24/09/2009.

#### A5. Probation and validity of contract

A Probation period of four months begins from the date of the execution of the employment contract.

The validity of this contract will be definitive after an aptitude test recognised by the labour doctor.

#### A6. Notice

In the event of termination of this employment contract, notice period will be fixed conforming to the legal and contractual provisions in force.

#### A7. Minimum annual remuneration

Your minimum annual remuneration is guaranteed and defined each year by the Collective Agreement on the basis of your classification.

#### A8. Gross Remuneration

You will receive a fixed monthly gross salary of 4 231€ (four thousand, two hundred and thirty one euros), to which we add a 13<sup>th</sup> month of an amount equivalent, to be paid in the month of December, and deducted on pro-rata in the event of an incomplete year.

To this fixed remuneration, we add a variable remuneration, linked to objectives attained. This bonus on objectives is established on the basis of a gross annual amount of 5 000€ to objectives attained and deducted on pro-rata in the event of an incomplete year.

The variable remuneration will be paid in accordance with an amendment "Objectives and remunerations" which will be given to you at a later date. These objectives will be fixed on the agreement of your hierarchy.

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<b>B- GENERAL CONDITIONS</b>
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Due to your contractual relations with Société I.E.R, you agree:

B1.: to perform the role that will be given in a satisfactory condition.

B2. to be devoted all your time your activity to Société I.E.R.

B3. to follow instructions received from President General Director.

B4. to follow the rules of procedure of the establishment, that you have declared fully understood and all the present and future rules in force in the company.

B5. to accomplish temporary missions in France and abroad that will be entrusted to you (travel expenses to be reimbursed in accordance with the procedures established by I.E.R)

B6. to communicate all changes involved in your private situation other than declared during your engagement (change of address, marriage, birth, diploma..)

B7. to return, in the event of termination of contractual relations by either party, all documents that can be found in your possession concerning Société I.E.R, its partners and its clients.

B8. to not disclose, throughout the duration of this contract and after its termination, information such as plans, fees, catalogues, correspondences, etc..or discovery, study, trade secrets, technical information, process, etc., which you knew about by executing your position in the company.

B9. You will be covered, in the duration of your employment contract, by pensions and insurance plans in force within the company. As such, you accepted all withholding taxes related to your category.

On the other hand, you confirm to be free from any engagement from any companies according to the labour legislation, and free from non-competition clause towards your previous employers.

Both parties recognised that **the present permanent contract will take effect from 24 September 2009.**

Made in SURESNES, 18<sup>th</sup> August 2009, in 2 copies, one copy for each party.

*read and approved*

François-Xavier SIMON  
For Société I.E.R

Franck GENTELET

FXS/MO/1088/0809  
(3 pages)

**CONTRAT DE TRAVAIL A DUREE INDETERMINEE**

*Effet au 24 septembre 2009*

**ENTRE LES SOUSSIGNES**

**Société I.E.R.** (S.A. au capital de 12 560 030 €),  
dont le Siège Social est sis à SURESNES (92) au 3, rue Salomon de Rothschild,  
représentée par Monsieur François-Xavier SIMON, Directeur Ressources Humaines,  
inscrite à l'URSSAF sous le n°920.50.0076544,001.011,

d'une part,

**ET**

**Monsieur Franck GENTELET**

9 bis, avenue des Pyrénées  
91880 LA SALVETAT SAINT GILLES

d'autre part,

**IL A ETE CONVENU CE QUI SUIT :**

Les dispositions contenues dans le présent contrat de travail à durée indéterminée répondent aux prescriptions contenues dans la convention collective "Ingénieurs et Cadres de la métallurgie" en date du 13 mars 1972.

IER  
3, rue Salomon de Rothschild  
B.P. 320  
F-92156 Suresnes Cedex  
tél : +33 (0)1 41 38 50 00  
fax : +33 (0)1 41 38 62 00  
www.ier.fr

FXS

€ 6

Société Anonyme au capital de 12.560.030 € - RCS Nanterre B 622 050 318  
Code NAF 2620 Z - TVA FR 73622050318

**A - CONDITIONS PARTICULIERES****A1. Fonction et Rattachement**

Vous exercez la fonction de **Chef de projet R & D RFID** et rapportez au Directeur des Opérations.

De par votre fonction, vous reconnaissez exercer votre activité en qualité de cadre forfait jours

**A2. Lieu de travail**

Vous exercez vos fonctions à partir des locaux de la société I.E.R situés à BUC (78).

Toutefois, la Société se réserve le droit de modifier ce lieu de travail selon les nécessités de son exploitation sans que cela constitue une modification essentielle du présent contrat.

**A3. Classification**

Votre classification, par référence aux clauses de la Convention Collective, sera : **Cadre, Position II, forfait jours.**

**A4. Ancienneté**

Votre ancienneté sera calculée à partir du 24/09/09.

**A5. Période d'essai & validité du contrat**

**Les quatre premiers mois de l'exécution du contrat de travail constituent une période d'essai.**

La validité de ce contrat ne sera définitive qu'en cas d'aptitude reconnue par le médecin du travail.

**A6. Préavis**

En cas de rupture du présent contrat de travail, la durée de préavis sera fixée conformément aux dispositions légales et conventionnelles en vigueur.

**A7. Appointements minima annuels**

Vos appointements minima garantis annuellement sont ceux définis chaque année par la convention collective sur la base de votre classification.

**A8. Rémunération brute**

Vous percevrez un salaire mensuel fixe d'un montant brut de **4 231€** (quatre mille deux cent trente-et-un euros), auquel s'ajoute un treizième mois d'un montant équivalent, payé au mois de décembre, et réduit prorata temporis en cas d'année incomplète.

A cette rémunération fixe s'ajoute une rémunération variable, liée à l'atteinte d'objectifs. Cette prime sur objectifs s'établira sur la base d'un montant annuel brut de **5 000 €** euros à objectifs atteints, réduite prorata temporis en cas d'année incomplète.

La rémunération variable sera payée conformément à l'avenant "objectifs et rémunérations" qui vous sera remis ultérieurement. Les objectifs seront fixés en accord avec votre hiérarchie.



**B- CONDITIONS GENERALES**

Du fait de vos relations contractuelles avec la Société I.E.R., vous vous engagez :

- B1. à exercer dans des conditions satisfaisantes les fonctions qui vous seront confiées.
- B2. à consacrer exclusivement toute votre activité à la Société I.E.R.
- B3. à vous conformer dans l'exercice de vos fonctions aux instructions que vous recevrez du Président Directeur général.
- B4. à vous conformer au règlement intérieur de l'établissement, dont vous déclarez avoir pris connaissance, ainsi qu'à tous les règlements présents et futurs en vigueur dans la Société.
- B5. à accomplir les missions temporaires en France et à l'Étranger qui vous seront confiées (les frais de voyage et de séjour étant remboursés suivant les procédures établies par I.E.R.).
- B6. à communiquer toute modification intervenant dans votre situation personnelle telle que vous l'avez déclarée lors de votre engagement (changement d'adresse, mariage, naissance, diplôme ...).
- B7. à remettre, en cas de cessation des relations contractuelles du fait de l'une ou l'autre des parties, tous les documents concernant la Société I.E.R., ses partenaires et ses clients, qui, au moment de votre départ et du fait de vos fonctions, pourraient se trouver en votre possession.
- B8. à ne divulguer, pendant la durée du présent contrat et postérieurement à sa cessation, à qui que ce soit, aucune information tels que plan, tarif, catalogue, correspondance, etc., ou découverte, étude, secret de fabrication, renseignement technique, procédé quelconque, etc., dont vous auriez eu connaissance du fait de vos fonctions dans la Société.
- B9. Vous bénéficierez, pendant la durée de votre contrat de travail, des régimes de retraite et de prévoyance en vigueur au sein de la Société. A ce titre et en conséquence, vous acceptez tous précomptes relatifs à votre catégorie.


D'autre part, vous confirmez être libre de tout engagement, tant vis à vis de toute entreprise, qu'aux termes de la législation du travail, et être délivré de toute clause de non-concurrence envers vos précédents employeurs.

Les deux parties prennent acte que le présent contrat à durée indéterminée prend effet à compter du 24 septembre 2009.

Fait à SURESNES, le 18 août 2009, en 2 exemplaires, dont un pour chacune des parties.



François-Xavier SIMON  
Pour la Société I.E.R.

lu et approuvé  


Franck GENTELET

Parapher chaque page et faire précéder votre signature de la date et de la mention "lu et approuvé" valant accord puis, nous retourner un exemplaire du présent contrat.

## INTELLECTUAL PROPERTY CODE

Subject to the provisions of international treaties to which France is party, foreigners having their place of residence or business outside the territory on which this Title is applicable shall enjoy the benefits of this Title, provided that French nationals are granted reciprocal protection in the countries of which such foreigners are nationals.

### Article L611-2

Inventions shall be protected by the following industrial property titles:

1°. patents, granted for a term of 20 years as from the day the application is filed;

2°. utility certificates, granted for a term of six years as from the day the application is filed;

3°. supplementary protection certificates in respect of a patent in accordance with Article L611-3, taking effect at the end of the statutory term of the patent to which they relate for a period of not more than seven years as from the end of the patent and 17 years as from issue of the marketing authorization referred to in that same Article.

The provisions of this Book concerning patents shall also apply to utility certificates, except those contained in Articles L612-14, L612-15 and the first paragraph of Article L612-17. They shall likewise apply to supplementary protection certificates, except those contained in Articles L. 611-12, L612-1 to L612-10, L612-12 to L612-15, L612-17, L612-20, L613-1 and L613-25.

### Article L611-3

Any owner of a patent having effect in France and of which the subject matter is a medicine, a process for obtaining a medicine, a product required for obtaining such medicine or a process for manufacturing such product may, where they are used for producing a pharmaceutical speciality covered by a marketing authorization under Articles L601 or L617-1 of the Public Health Code, and as from its issue, obtain, under the conditions laid down by this Book and detailed by a Conseil d'Etat decree, a supplementary protection certificate for those parts of the patent that correspond to the authorization.

### Article L611-4

Patent applications and patents filed prior to July 1, 1979, shall continue to be governed by the rules in force on the date of their filing.

However, the provisions of this Book shall apply to the exercise of rights deriving from such patents and patent applications and to the subsequent procedure in respect of patent applications for which a preliminary draft documentary report had not been drawn up prior to July 1, 1979.

### Article L611-5

Certificates of addition applied for prior to the entry into force of Act No. 90-1052 of November 26, 1990, relating to industrial property shall continue to be governed by the rules applicable at the date of the application.

However, the exercise of the rights deriving therefrom shall be governed by the provisions of this Book.

## SECTION II Right to Title

Articles L611-6 to  
L611-9

### Article L611-6

The right to the industrial property title referred to in Article L611-1 shall belong to the inventor or his successor in title.

If two or more persons have made an invention independently of each other, the right to the industrial property title shall belong to the person who can prove the earliest date of filing.

In actions before the Director of the National Institute of Industrial Property, the applicant shall be deemed to have a right to the industrial property title.

### Article L611-7

*(Act No. 94-102 of 5 February 1994 Art. 22 Official Journal of 8 February 1994)*

Where the inventor is a salaried person, the right to the industrial property title, falling any contractual clause more favorable to the salaried person, shall be defined in accordance with the following provisions:

1°. Inventions made by a salaried person in the execution of a work contract comprising an inventive mission corresponding to his effective functions or of studies and research which have been explicitly entrusted to him, shall belong to the employer. The conditions under which the salaried person who is the author of such an invention shall enjoy additional remuneration shall be determined by the collective agreements, company agreements and individual employment contracts.

Where the employer is not subject to a sectorial collective agreement, any dispute relating to the additional remuneration shall be submitted to the joint conciliation board set up by Article L615-21 or by the First Instance Court.

2°. All other inventions shall belong to the salaried person. However, where an invention made by a salaried person during the execution of his functions or in the field of activity of the company or by reason of knowledge or use of technologies or specific means of the company or of data acquired by the company, the employer shall be entitled, subject to the conditions and the time limits laid down by a Conseil d'Etat decree, to have assigned to him the ownership or enjoyment of all or some of the rights in the patent protecting his employee's invention.

The salaried person shall be entitled to obtain a fair price which, falling agreement between the parties, shall be stipulated by the joint conciliation board set up by Article L615-21 or by the First Instance Court; these shall take into consideration all elements which may be supplied, in particular by the employer and by the employee, to compute the fair price as a function of both the initial contributions of either of them and the industrial and commercial utility of the

## INTELLECTUAL PROPERTY CODE

Invention.

3°. The salaried author of an invention shall inform his employer thereof and the latter shall confirm receipt in accordance with the terms and time limits laid down by regulation.

The salaried person and the employer shall communicate to each other all relevant information concerning the invention. They shall refrain from making any disclosure which would compromise, in whole or in part, the exercise of the rights afforded under this Book.

Any agreement between the salaried person and his employer concerning an invention made by the salaried person shall be recorded in writing, on pain of nullity.

4°. The implementing rules for this Article shall be laid down by a Conseil d'Etat decree.

5°. This Article shall also apply to the servants of the State, of local authorities and of any other public legal person under the terms to be laid down by a Conseil d'Etat decree.

### Article L611-8

Where an application for the grant of an industrial property title has been made either for an invention unlawfully taken from an inventor or his successors in title, or in violation of a legal contractual obligation, the injured party may claim ownership of the application or of the title granted.

Actions claiming ownership shall be barred after three years from publication of the grant of the industrial property title.

However, if the bad faith of the owner of the title at the time the title was granted or acquired can be proved, the time limit shall be three years as from the expiry of the title.

### Article L611-9

The inventor, whether salaried or not, shall be named as such in the patent; he may also oppose such identification.

## SECTION III

### Patentable Inventions

Articles L611-10 to  
L611-19

### Article L611-10

*(Act No. 2004-1338 of 8 December 2004, Article 1, Official Journal of 9 December 2004)*

1. Inventions which are susceptible of industrial application, which are new and which involve an inventive step shall be patentable.

2. The following in particular shall not be regarded as inventions within the meaning of the first paragraph of this Article:

a) discoveries, scientific theories and mathematical methods;

b) aesthetic creations;

c) schemes, rules and methods for performing mental acts, playing games or doing business, and programs for computers;

d) presentations of information.

3. The provisions of (2) of this Article shall exclude patentability of the items referred to in these provisions only to the extent to which the patent application or the patent relates to such subject matter or activities as such.

4. Save as provided in Articles L611-17, L.611-18 and L.611-19, inventions will be patentable under the conditions provided for at (1) above if they concern a product consisting of in whole or in part biological material or a process by means of which a biological material is produced, processed or used.

Any material containing genetic information and capable of reproducing itself or being reproduced in a biological system shall be regarded as a biological material.

### Article L611-11

An invention shall be considered to be new if it does not form part of the state of the art.

The state of the art shall be held to comprise everything made available to the public by means of a written or oral description, by use or in any other way, before the date of filing of the patent application.

Additionally, the content of French patent applications and of European or international patent applications which designate France as filed, of which the dates of filing are prior to the date referred to in the second paragraph of this Article and which were published on or after that date, shall be considered as comprised in the state of the art.

The provisions of the foregoing paragraphs shall not exclude the patentability of any substance or composition, comprised in the state of the art, for use in a method referred to in Article L611-16, provided that its use for any method referred to in that Article is not comprised in the state of the art.

### Article L611-12

*(Act No. 96-1106 of 18 December 1996 Art. 3 Official Journal of 19 December 1996)*

Where the first filing has been made in a State which is not a party to the Paris Union or to the World Trade Organization, it shall not be possible to grant a priority right in regard of such filing having effects equivalent to those afforded by the Paris Convention under the same conditions unless such State affords an equivalent priority right on the basis of the first filing of a French patent application, an international application or a European patent application in which France is designated.

### Article L611-13

For the application of Article L611-11, a disclosure of the invention shall not be taken into consideration in the