503494991 09/24/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3541616

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT				
CONVEYING PARTY DA	ΑΤΑ						
		Name	Execution Date				
YINAN WU			08/17/2011				
RECEIVING PARTY DA	ТА						
Name:	EMCOR	EMCORE CORP.					
Street Address:	10420 R	420 RESEARCH ROAD, S.E.					
City:	ALBUQU	JERQUE					
State/Country:		NEW MEXICO					
Postal Code:	87123						
PROPERTY NUMBERS	Total: 1	Number					
Property Type		Number					
Application Number:	2	29445421					
CORRESPONDENCE D	ΔΤΔ						
Fax Number:	(6	612)305-1228					
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em :01 e

In consideration of my employment by Emcore Corp., or by any of its divisions, subsidiaries or affiliates (collectively, the "Company"), and of my compensation as an employee of the Company, I agree as follows:

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4. I will promptly disclose to the Company any idea, invention, di	scovery or improvement

whether patentable or not, conceived or made by me alone or with others at any time during

my employment. I agree that the Company owns any idea, invention, discovery or improvement, whether patentable or not, conceived or made by me alone or with others at any time during my employment, and I hereby assign and agree to assign to the Company all rights I have or may acquire therein and agree to execute any and all applications, assignments or other instruments relating thereto which the Company deems necessary. These obligations shall continue beyond the termination of my employment with respect to ideas, inventions, discoveries and improvements conceived or made during my employment with the Company. Notwithstanding any contrary provision, this Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code relating to inventions made by an employee, which states:

"(a) any provision in an employment agreement, which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.".

Redacted

- 2 -

8. At the Company's request and expense, I agree to sign or execute any and all documents, and perform any and all such acts as the Company and its duly authorized agents may reasonably require: (a) to apply for, obtain, and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, trademarks or other proprietary protection for any Company intellectual property in any country throughout the world and when so obtained or vested to maintain, renew and restore the same; (b) to assist, as required by the Company, in the defense of any opposition proceedings in respect of such applications and any opposition proceedings, petitions, applications, litigation or other legal proceedings for revocation or invalidation of such patents, copyrights or trademarks or other proprietary protection; and (c) to effectuate the vesting in the name of the Company alone (unless the Company otherwise directs) of the ownership, title and interest of any item of Company intellectual property. I hereby appoint the President and cach Vice President of the Company, acting severally, as my attorney-in-fact with full power of substitution for me and in my name, place and stead, in any and all capacities, to execute any and all documents or other instruments in my name and to take such other actions as may be necessary or advisable to further the above purposes with the same legal force and effect as if executed by me.

Redacted

- 12. My obligations under this Agreement will continue following the cessation of my relationship with EMCORE, whether the termination is voluntary or involuntary. Nothing in this Agreement shall be construed to imply any obligation on the part of the Company to employ me for a specific or indefinite term, and no such commitment will be binding on the Company unless set forth in a separate written agreement signed by an executive officer of the Company. I UNDERSTAND AND AGREE THAT MY EMPLOYMENT WITH THE COMPANY IS ON AN "AT WILL" BASIS.
- 13. "Company" as used in this Agreement includes any and all divisions, subsidiaries and affiliates of Emcore Corporation.

	Redacted		
	- 3 -		

Redacted

- 16. This Agreement shall be deemed effective as of the commencement of my employment with the Company.
- 17. This Agreement is for the benefit of the Company, its successors and assigns and shall be binding upon my successors, executors, administrators and other legal representatives. The substantive laws of the State of California shall govern this Agreement. This Agreement constitutes the complete and exclusive statement of my agreement with the Company relating to the subject matter addressed in this Agreement and supersedes any prior agreement concerning such subject matter.

- 4 -

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND ACCEPT THE TERMS AND OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. I HAVE SIGNED THIS AGREEMENT ON THE DATE SHOWN BELOW.

- 5 -

EMPLOYEE:

Vinan Wy (PRINT NAME)

, Willi Signature: 2011 Date:

Accepted:

EMCORE CORPORATION.

By: Fisher Kennedy



RECORDED: 09/24/2015

REEL: 036650 FRAME: 0767