

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XIAOHUA TANG	12/21/2015
GUANGMING YANG	12/21/2015
XINXIN ZHANG	12/21/2015
ZHIYONG DU	12/21/2015
MIN HU	12/21/2015
YILONG YU	12/21/2015
JIAN LIU	12/21/2015
ZHEQING TANG	12/21/2015
FU TANG	12/21/2015
RECEIVING PARTY DATA	
Name:	BYD COMPANY LIMITED
Street Address:	NO.3009, BYD ROAD, PINGSHAN
City:	SHENZHEN
State/Country:	CHINA
Postal Code:	518118
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14901516
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	00175.0022.00US
NAME OF SUBMITTER:	YAN ZHUANG

SIGNATURE:	/Yan Zhuang/
DATE SIGNED:	04/14/2016
Total Attachments: 7 source=Assignment001750022#page1.tif source=Assignment001750022#page2.tif source=Assignment001750022#page3.tif source=Assignment001750022#page4.tif source=Legalagreement#page1.tif source=LegalAgreementtranslation#page1.tif source=LegalAgreementtranslation#page2.tif	

ASSIGNMENT

WHEREAS I/We, the below named inventor(s) (hereinafter referred to as Assignor(s)) have made an invention entitled:

POWER SYSTEM FOR ELECTRIC VEHICLE, ELECTRIC VEHICLE AND MOTOR CONTROLLER

for which I/We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on _____ (Application No. _____); and

WHEREAS, BYD COMPANY LIMITED, a corporation of P.R. China whose post office address is No. 3009, BYD Road, Pingshan, Shenzhen, Guangdong, 518118, P.R. China (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional Application No. _____, filed _____ (if any), and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

AND, I/WE HEREBY authorize and request the attorneys I/we have empowered in the Declaration and Power of Attorney in this application, to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

Inventor 1:


Name: XIAOHUA TANG
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
Guangdong, 518118, P.R. China

Signature: _____

Date: _____

Inventor 2:

Name: GUANGMING YANG
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
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Signature: 

Date: 2015.12.21

Inventor 3:

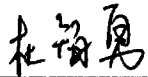
Name: XINXIN ZHANG
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
Guangdong, 518118, P.R. China

Signature: 

Date: 15.12.21

Inventor 4:

Name: ZHIYONG DU
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
Guangdong, 518118, P.R. China

Signature: 

Date: 15.12.21

Inventor 5:

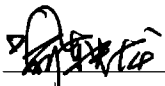
Name: MIN HU
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Signature: 

Date: 15.12.21

Inventor 6:

Name: YILONG YU
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
Guangdong, 518118, P.R. China

Signature: 

Date: 15.12.21

Inventor 7:

Name: JIAN LIU
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
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Signature: 刘建
Date: 15.12.21

Inventor 8:

Name: ZHEQING TANG
Address: No. 3009, BYD Road, Pingshan, Shenzhen,
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Signature: 汤哲清
Date: 2015.12.21

Inventor 9:

Name: FU TANG
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Guangdong, 518118, P.R. China

Signature: 唐南
Date: 15.12.21

Y6 16899

劳动合同

甲方：名称：深圳市比亚迪汽车有限公司 地址：深圳市龙岗区坪山镇横坪公路 3001 号
电话：0755-89888888 法定代表人：王传福
乙方：姓名：胡华 身份证号：89181 工作地点：深圳坪山
性别：男 出生日期：1982 年 02 月 17 日 部门：业务部 车间(科室)：装配部
户口所在地：深圳龙岗 身份证号码：42242119820217016

根据《中华人民共和国劳动合同法》及有关法律、法规，甲乙双方遵循平等自愿、协商一致的原则，经过充分协商，同意订立本合同。

第一条 合同期限 (含试用期期限)
(一) 合同期限
甲乙双方选择以下第 1 种形式确定本合同期限。
1、本合同期限为 36 个月，自 2010 年 12 月 31 日起至 2013 年 12 月 30 日止。
2、以完成一定的工作为期限，从 年 月 日起至 年 月 日止。(工作) 完成止。
3、无固定期限，自 年 月 日起至法定解除或法定终止条件出现之日止。

(二) 试用期限
甲乙双方选择以下第 1 种形式确定试用期限。
1、无试用期。
2、试用期为 个月，试用期自 年 月 日起至 年 月 日止。
试用期包含在合同期限内。试用期间乙方有下列情形之一，甲方有权随时解除本协议，不须提前通知乙方或向乙方支付经济补偿金：
(1) 乙方个人简历、员工登记表上提供的信息(包括但不限于学位证、毕业证、外语等级证书、资格证、身份证明等个人有效证件及信息)与本人实际情况不符的；
(2) 试用期限考核不合格的；
(3) 不能保质保量完成试用期所要求的工作任务等情形的；
(4) 乙方具有法律法规或甲方规章制度的可以解除劳动合同的其他相应情形的。

第二条 工作岗位和工作地点
(一) 甲方根据生产(工作)需要，聘用乙方在 装配工厂 (部门) 从事 管工 工作(技术、管理、操作)。乙方应按照甲方提出的岗位说明书、绩效合同等要求，按时完成规定的工作任务，达到规定的数量和质量标准。
(二) 乙方同意甲方根据生产(工作)需要及乙方的工作能力、业绩情况等，经与乙方协商一致，对乙方的个人职级、工作职责、工作地点、工作岗位、工资形式和劳动报酬等进行调整，包括在甲方的各子公司、分公司或关联公司之间的异地调动。

第三条 工作时间和休息休假
(一) 甲方安排乙方执行国家现行的第 1 种形式工作制。
1、执行标准工作制，乙方每日工作时间为 8 小时，每周工作 40 小时，8 小时外甲方安排乙方工作的，视为加班加点时间。
2、执行综合计算工时工作制，在综合计算周期内的总实际工作时间不超过法定或当地政府规定的最高小时数，超出部分视为加班加点时间。

3、执行不定时工作制，甲方根据标准工时制合理确定乙方的劳动定额或其他考核标准，在保证完成甲方工作任务情况下，乙方自行安排工作和休息时间。

(二) 甲方依法执行国家的休息休假制度，甲方因工作需要安排乙方延长工作时间或节假日加班的，乙方须按照甲方的安排出勤。甲方按照规定安排乙方调休或者支付乙方加班工资。
第四条 劳动报酬、社会保险和福利待遇
(一) 乙方在正常出勤并付出正常劳动后，有权获得相应的劳动报酬。乙方工资实行以下第 1 种形式：
1、月薪形式：甲方每月 12 日以货币形式支付乙方上月工资，月基本工资为：17085 元。
(基本工资即乙方在正常工作时间(月)内为甲方提供正常劳动后可获得的劳动报酬；其中，加班费以及缺勤工资计算的基数均为基本工资+绩效工资。)

2、计件形式。
3、其他形式。
乙方工资待遇按甲方依法确定的工资分配制度、方式和标准执行，签订劳动合同时甲方有责任向乙方做出明确说明。甲方支付给乙方的基本工资不得低于市政府公布的当年度最低工资标准，其中甲方发放给乙方的各种奖金、津贴、补贴由甲方根据乙方工作表现及经营情况决定是否发放及发放数额。
(二) 甲方根据国家有关规定为乙方缴纳社会保险费用，乙方个人缴纳部分由乙方自行承担并由甲方在工资发放时代扣代缴。

(三) 甲方依据公司制度规定为乙方提供各类福利待遇，双方有特殊约定的从其约定。
(四) 根据甲乙双方签订的《毕业生就业协议》内容，乙方若符合办理深户的条件，则甲方负责为其办理深圳市龙岗区户口，并为其在深圳市购买社会保险。
(五) 依照上述第(四)款，在本合同有效期内，乙方自愿放弃要求甲方缴纳或更改缴纳其他地域社会保险的权利。

第五条 劳动保护、劳动条件和职业危害防护
(一) 甲方按照国家职业卫生标准建立职业防治计划和实施方案。
(二) 甲方建立健全生产、工艺流程、操作规程、工作规范和劳动安全卫生制度及其标准。甲方对可能产生职业病危害的岗位，对乙方履行告知义务，并做好劳动过程中职业危害的预防工作，乙方应严格遵守相关操作规程与安全制度。
(三) 甲方必须为乙方提供符合国家规定的劳动安全、卫生条件和必要的劳动防护用品。
(四) 乙方对甲方管理人员违章指挥、强令冒险作业，有权拒绝执行；对危害生命安全和身体健康的行为，有权提出批评和报告。
(五) 甲方为乙方进行职业健康体检，经相关职业病鉴定确认为职业病的，职业病病人的诊疗、康复费用，伤残以及丧失劳动能力的职业病病人的社会保障，按照国家有关工伤保险的规定执行。

第六条 合同的变更、解除、终止和续订
(一) 经甲、乙双方协商一致可以依法变更劳动合同。变更后的劳动合同文本经双方盖章或签字后生效，各执一份。
(二) 乙方有下列情形之一的，甲方可以随时解除劳动合同：
1、在试用期间被证明不符合录用条件的；
2、严重违反甲方劳动纪律、员工手册或规章制度的；
3、严重失职，营私舞弊，对甲方利益造成重大损害的；
4、同时与其他用人单位建立劳动关系，对完成本单位的工作任务造成严重影响，或者经用人单位提出，拒不改正的；
5、以欺诈、胁迫的手段或者乘人之危，使甲方在违背真实意思的情况下订立或者变更劳动合同的；
6、被依法追究刑事责任的；
7、法律、法规规定的其它情形。

(三) 有下列情形之一的，甲方可以解除劳动合同，但是应当提前三十日以书面形式通知乙方本人或

NO. 8 Intellectual Property Protection

(1) Intellectual Property terms

1, Party B confirmed the Intellectual Property in the attached list was created before party B worked for party A, in addition, the Intellectual work or Property had been published before this agreement was signed, party B own the Intellectual Property right according to the law. Party B should inform party A with a written notice right away if party B knows party A will use or have already used the listed Intellectual Property. Party B should not claim any other rights than those in the attached list nor the intellectual work(property), which published before this agreement is signed.

2, All the intellectual property from party B's service invention or duty-relevant invention should belong to party A, party A's employer or party A's appointed party, party B should assign the intellectual property rights to party A, party A's employer or party A's appointed party.

3, The intellectual property from party B's non-service invention should belong to party B, but if this intellectual property was created by using party A's equipment, instrument, material, working hours or existed intellectual property, the intellectual property should belong to party A, party A's employer or party A's appointed party. In case of party B's claiming this right, party B should request from party A with written notice.

4, Party B should present party A with the written notice about his/her party A's business-relevant intellectual property created in 2 years since he/she quitted from party A, party A would confirm which party this intellectual property belongs to. Before party A's confirmation, party B is not allowed to file nor register with his/her name or the other's name. Party B is not allowed to assign this intellectual property to any other party nor damage this intellectual property's filing, registration. The intellectual work should be by party A's service invention if party B could not prove his/her work is created after quitting from party A.

赔偿。

第八条 知识产权保护

(一) 知识产权条款

1、乙方确认《附表》所载知识产权是乙方在甲方服务前所创作，且于乙方签订本合同时专利或著作已被公开或出版，乙方依法对其享有法定的权利。若乙方知道甲方将使用或已使用该知识产权，乙方应立即以书面形式通知甲方。除《附表》所载知识产权或乙方签订本合同时专利或著作已被公开或出版的情况以外，乙方不得就其在甲方服务前所创作的知识产权向甲方主张任何权利。

2、乙方于职务上及与职务有关的业务上所创作的所有知识产权专属甲方或甲方所属公司或乙方指定人享有，乙方应立即无偿转让该知识产权给甲方或甲方所属公司或甲方指定人。

3、乙方于非职务及与职务无关的事务上所创作的所有知识产权属乙方享有，但该知识产权是利
用甲方的设备、仪器、材料、工作时间或知识产权所创作的，则该知识产权仍属甲方或甲方所属公司
或甲方指定人享有。乙方主张该权利的，应当迅速以书面形式通知甲方并连同相关资料送交甲方审查。

4、乙方自离职之日起两年内应将所创作的与甲方营业有关的任何知识产权，随时以书面形式完
整的向甲方表述，由甲方确认该知识产权的权利归属。在甲方确认该权利归属前，乙方不得复制或转
接以自己或他人名义或与他人就该知识产权提出有关的申请、登记或注册，乙方不得将该知识产权
让给任何人或做出任何有损该知识产权的取得、申请、注册或登记的行为。如乙方未向甲方披露完
而完整的证据证明该知识产权是在离职后创作的，则视为该知识产权是在甲方服务期间所创作，且该
创作属甲方职务上及职务有关的创作。

(二) 保密条款