

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4031466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KUO-CHIH HUNG	01/18/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HTC CORPORATION	
<b>Street Address:</b>	23, XINGHUA ROAD	
<b>Internal Address:</b>	TAOYUAN DISTRICT	
<b>City:</b>	TAOYUAN CITY	
<b>State/Country:</b>	TAIWAN	
<b>Postal Code:</b>	330	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14307751
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)205-8050	
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<b>ATTORNEY DOCKET NUMBER:</b>	0941-2984PUS1	
<b>NAME OF SUBMITTER:</b>	AUDREY TITUS	
<b>SIGNATURE:</b>	/Audrey Titus/	
<b>DATE SIGNED:</b>	08/30/2016	
<b>Total Attachments: 13</b>		
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

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Patent Application of:

Kuo-Chih HUNG

Application No.: 14/307,751

Confirmation No.: 6807

Filed: June 18, 2014

Art Unit: 2689

For: METHODS AND SYSTEMS FOR ALARM  
MANAGEMENT IN AN ELECTRONIC  
DEVICE

Examiner: Mirza F. ALAM

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**LETTER**

**MS Assignment Division**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Sir:

Applicant wishes to advise the U.S. Patent and Trademark Office that an Assignee of the above-identified application is:

**HTC Corporation  
23, Xinghua Road  
Taoyuan District  
Taoyuan City 330, Taiwan**

A copy of the Employment and Confidentiality Contract and its English language Translation is submitted herewith.

In the event there are any matters remaining in this application, the Examiner is invited to contact Paul C. Lewis (Reg. No. 43,368) at (703) 205-8000.

If necessary, the Director is hereby authorized in this, concurrent, and future replies to charge any fees required during the pendency of the above-identified application or credit any overpayment to Deposit Account No. 02-2448.

Dated: August 29, 2016

Respectfully submitted,

By 

Paul C. Lewis

Registration No.: 43,368

BIRCH, STEWART, KOLASCH & BIRCH, LLP

8110 Gatehouse Road, Suite 100 East

P.O. Box 747

Falls Church, VA 22040-0747

703-205-8000

## **Employment and Confidentiality Contract**

With the employee (name) Kuo-Chih HUNG (identification card number) \_\_\_\_\_ (hereinafter referred to as "Party A") having on January 18, 2010 joined HTC Corporation Company, Limited (hereinafter referred to as "Party B"), the two parties have duly negotiated and hereby consented to entering into the employment contract, and who also consent to terms and conditions as set forth hereunto:

### **I. Employment and probationary hiring period**

1. Party B hereby hires Party A in accordance with terms and conditions set forth in the contract, and Party A also consents to serve in Party B's senior engineer position, effective from the date indicated at the start of the contract.
2. Party A and Party B consent that the first three months effective from the date Party B hiring Party A is of the probationary hiring period. During the probationary hiring period, if Party A's work performance fails to meet Party B's requirements, except where Party B consents to extending the probationary hiring period, Party B may forego issuing an advanced notice to terminate the contract at any time, and Party A consents to forfeit the right to seek any compensation or any other claim. Party A may also, during the probationary hiring period, terminate the contract per the contract Article 8 Paragraph 3 Subparagraph (1), provided that Party A needs to complete the resignation-related formalities per Party B's regulations. Upon the expiry of the probationary hiring period and upon evaluated to meet the requirements, Party A would become Party B's formal employee, and whose service seniority is to begin from the first day of hire.
3. Party A, throughout the valid contract period, shall timely render whose service per Party B's instructions and also assume the liability. Party B may, depending on its operating needs, adjust or alter Party A's position, job description and worksite, to which Party A may not refuse.

### **II. Employment terms and conditions and work rules**

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- 3.

### **III. The division of intellectual property rights**

1. Party A hereby acknowledges that during Party A's tenure with Party B, of all what Party A derives of the intellectual property claims from whose fiduciary duties or Party B's operations and what Party B holds of all copyrights, patents, inventions, concepts, technologies or proprietary knowledge (including but not limited to copyright claims, patent claims, patent petition claims, trademark proprietary claims, semiconductor optical masking claims, condensed circuit layout claims, operating secrecy and so forth), which although may not be related to Party A's fiduciary duties or service content but has utilized Party B's tangible

or intangible resources, equipment or experience to have completed of any copyright works, patents, creations, inventions, conceptions, technologies or proprietary knowledge, Party A shall not only promptly and comprehensively inform Party B in writing, and Party A also attests and acknowledges that:

- (1) Party A has solely researched and developed the aforesaid copyrights, patents, creations, inventions, conceptions, technologies and proprietary knowledge, and has not plagiarized or imitated other persons' creations or research findings, nor do they infringe on other persons' intellectual property claims or operating secrecy. Party A consents that when breaching the provision's stipulations, it is of Party A's individual act, and it does not infer the liability of Party B and its directors, auditors, managers and other employees (hereinafter referred to as "Party B's personnel"); when subjecting Party B or Party B's personnel to be involved in litigation or liable to assume civil/criminal liabilities as a result, Party A shall exert all due diligence in assistant Party B conduct litigation counterargument and testifying and shall also compensate all damages Party B and Party B's personnel suffer, including but not limited to the litigation expenditure, legal retainer and Party A is liable to shoulder of the compensation payout and relevant expenditures;
  - (2) The intellectual property claims derived from said such copyrights, patents, creations, inventions, conceptions, technologies or proprietary knowledge and the like shall be entitled to Party B as the sole intellectual property rights claimant and copyright holder;
  - (3) If by law Party B should be unable to obtain directly of said such intellectual properties' character right or property right when party A completes said such intellectual property rights, Party A consents to follow Party B's instructions to transfer all entitlements of the foresaid intellectual property rights claims, including the petitioning right and the like, to Party B at no charge and also unconditionally;
  - (4) Before obtaining Party B's advanced written consent, Party A may not disclose any information related to the foresaid copyrights, patents, creations, inventions, conceptions, technology, proprietary knowledge to any third party; and,
  - (5) Party A holds no implementation or utilization right to said such copyrights, patents, creations, inventions, conceptions, technologies and proprietary knowledge, and related intellectual property rights claims.
2. Party A hereby acknowledges to heed to Party B's request to adopt all actions Party B reckons it necessary to obtain and maintain all entitlements (including the character right and property right) of the foresaid intellectual property claims. If Party B desires to petition for the filing registration or registration of relevant local/foreign intellectual property claims on the foresaid various entitlements, Party A, regardless of still employed or having resigned, shall unconditionally, and also at no extra charge, assist Party B to complete the transfer register and also render all rational support.

3. Party A shall, prior to or at the time of signing the contract, duly inform Party B of what Party A owns or co-owns with other persons of various forms of copyrights, patents, creations, inventions, conceptions, technologies or proprietary knowledge.

**IV. Non-competing clause**

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**V. Responsibility, duty and disciplinary commitment**

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**VI. Confidentiality obligation**

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  - (3)
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**VII. Other persons' intellectual properties**

Of Party A's former employer or a third party's operating secrecy or intellectual properties, unless with Party A's former employer or said other person's written authorization, Party A guarantees that it absolutely would not cite or utilized any of said operating secrecy or intellectual properties in Party A's fiduciary duty acts. Party

A also guarantees that it would not disclose other persons' non-legally authorized operating secrecy or intellectual properties to Party B, or coerce Party B to utilize them or apply them in whose fiduciary duties.

**VIII. Contract termination**

1. The contract may be terminated at any time with the two parties' collectively consent.
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  - (4)
4. The provisions set forth under the contract Article 3, Article 4 Paragraph 2, Paragraph 3, Article 5 Paragraph 8 Paragraph 10, Article 6, Article 8 Paragraph 4, Articles 9, 10, 11, 15 would not be invalidated when the two parties' employment relation has been terminated.

**IX. Returning of company assets**

- X. If Party A should breach any stipulation of the contract, Party B may not only terminate the contract based on which, and Party A shall also compensate all damages Party B suffers and all expenditures incurred, and is also to assume the civil/criminal liabilities in accordance with relevant laws and regulations.
- XI. The contract provisions can be subdivided, and if any given provision should be rendered unenforceable by a court of law holding the jurisdiction, it does not affect the validity of the other provisions.
- XII. Either party has forwarded of notices shall be conducted in writing, and which are to take effect when delivered to the other party.
- XIII. The act of relinquishing, modifying or amending any provision of the contract, unless with the other party's advanced written consent, does not take effect.
- XIV. Party A and Party B's relational entitlement and obligations shall heed to that specified under the contract when so stipulated by the contract, and matters not explicitly stated in the contract shall be implemented per Party B's work rules and in accordance with relevant laws and regulations prevailing in the Republic of China. When unspecified by relevant laws and regulations, it shall be settled per the electronics equipment industry's customary practices.



- XV. Of any dispute related to the contract or arisen from the contract, the two parties shall have it resolved through honest and integral negotiations. Where deemed necessary to engage in litigation, the two parties consent that the dispute be referred to the Taiwan Taoyuan District Court as the judicial court for presiding the initial court trial.

Contract entrants

Party A: Kuo-Chih HUNG

Uniformed identification card number:

Place of residence:

Party B: HTC Corporation Company, Limited

Representative: Cher WANG

Registered office: No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan

## 聘僱及保密合約

受聘僱人(姓名) 張國邦 (身份證號)                      (以下簡稱「甲方」)，  
茲於中華民國 99 年 1 月 18 日加入宏達國際電子股份有限公司 (以下簡稱  
「乙方」)，雙方就聘僱事宜達成合意，並同意條款如下：

### 一、聘僱與試用期間

1. 乙方茲依據本合約條款及條件僱用甲方，且甲方亦同意自本合約首揭日期起擔任乙方 資深工程師 一職。
2. 甲乙雙方同意自乙方僱用甲方起三個月為試用期間。於試用期間，如甲方工作表現未能符合乙方要求，除乙方同意延長試用期間外，乙方得不經預告隨時終止本合約，甲方同意放棄任何補償與其他任何請求權。甲方亦得於試用期間依本合約第八條第3項第(1)款終止本合約，但須依乙方規定辦妥離職相關手續。如試用期間屆滿經評核符合要求時，甲方即成為乙方正式員工，其服務年資自受僱之首日起算。
3. 甲方於本合約有效期間內，應隨時依乙方之指示提供服務並承擔責任。乙方得視業務需要調整或變更甲方之職位與職務以及工作地點，甲方不得拒絕。

### 二、聘僱條件及工作規定

- 1.
- 2.
- 3.

### 三、智慧財產權歸屬

1. 甲方茲承諾其任職乙方期間，因職務或乙方業務或與之有關之一切著作、專利、創作、發明、構想、技術或專門知識等而得享有之智慧財產權 (包括但不限於著作權、專利權、專利申請權、商標專用權、半導體

光罩權、積體電路佈局權、營業秘密等)，或雖與甲方之職務或業務內容無關但係利用乙方有形或無形資源、設備或經驗而完成之任何著作、專利、創作、發明、構想、技術或專門知識，甲方除均應立即並完整地以書面告知乙方外，甲方並聲明與承諾：

- (1) 上開著作、專利、創作、發明、構想、技術與專門知識均係甲方獨立研發，並無抄襲或仿效他人之創作或研發成果，亦未侵害他人之智慧財產權或營業秘密。甲方同意如違反本款規定，係甲方之個人行為，與乙方及其董事、監察人、經理人與其他員工（以下簡稱「乙方人員」）無涉；若因此而致乙方或乙方人員涉訟或負民刑事責任，甲方應盡力協助乙方進行訴訟上之答辯及作證，並應賠償乙方及乙方人員所受之一切損害，包括但不限於訴訟費、律師費以及其所負擔之賠償金與相關費用；
  - (2) 該等著作、專利、創作、發明、構想、技術或專門知識等而得享有之智慧財產權，均應以乙方為唯一智慧財產權人及著作人；
  - (3) 如依法乙方無法於甲方完成該等智慧財產權時直接取得該等智慧財產之人格權或財產權時，甲方同意立即依乙方之指示，將前開智慧財產權之一切權利，包括申請權等，無償且無條件轉讓與乙方；
  - (4) 未獲乙方之事先書面同意，甲方不得將與前述著作、專利、創作、發明、構想、技術或專門知識有關之任何資訊透露予任何第三人；以及
  - (5) 甲方對於該等著作、專利、創作、發明、構想、技術與專門知識，以及相關之智慧財產權，無實施或利用之權。
2. 甲方茲承諾依乙方之要求，採取一切乙方認為取得及保持前項智慧財產權之一切權利（含人格權及財產權）所必須之一切行為。如乙方對前項所述各項權利，欲申請國內外相關智慧財產權之註冊或登記時，甲方不論於在職中或離職後，均應無償且無條件協助乙方完成移轉登記並為一切合理之配合。
3. 甲方應於簽訂本合約之前或同時，告知乙方其所擁有或與其他人共有之各項著作、專利、創作、發明、構想、技術或專門知識。

#### 四、競業禁止

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五、責任、勤務與操守承諾

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六、保密義務

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#### 七、他人智慧財產

就甲方前雇主或其他第三人之營業秘密或智慧財產，非經甲方前雇主或該其他人之書面授權，甲方保證絕不引用或使用任何該等營業秘密或智慧財產於甲方之職務行為。甲方並保證，不將他人未合法授權之營業秘密或智慧財產揭露予乙方、唆使乙方使用或自行使用於職務上。

#### 八、合約終止

1. 本合約得隨時因雙方合意而終止。

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4. 本合約第三條、第四條第 2、3 項、第五條第 8、10 項、第六條、第八條第 4 項、第九、十、十一、十五條，不因雙方聘僱關係之終止而失其效力。

九、返還公司財產

十、甲方若違反本合約之任何規定，乙方除得據以終止本合約外，甲方並應賠償乙方所受一切損害及所生之一切費用，並依相關法令負擔民刑事責任。

十一、本合約條款可予分割，且其中任一條款如經任何具管轄權之法院認為無效或無強制力時，不影響其他條款之效力。

十二、任何一方當事人所發之通知應以書面為之，並經送達他方當事人而生效力。

十三、本合約任何條款之拋棄、變更或修正，非經他方當事人事前書面同意，不生效力。

十四、甲乙雙方間之權利義務關係，本合約有規定者概依本合約，本合約未規定者悉依乙方工作規則及中華民國相關法令辦理。法令未規定者，依電子設備製造業之慣例處理之。

十五、關於本合約或因本合約而產生之任何糾紛，雙方依誠信協調解決。如有訴訟之必要時，雙方同意以桃園地方法院為第一審管轄法院。

立約人：洪國智

甲 方：洪國智

身分證字號：

地 址：

乙 方：宏達國際電子股份有

代 表 人：王雪紅

地 址：桃園市興華路 23 號

