

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4039767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TSUNG-SYUN HUANG	09/02/2016
JING-EN HUANG	09/02/2016
YU-CHEN KUO	09/02/2016
YAN-TING LAN	09/02/2016
KAI-SHUN KANG	09/02/2016
FEI-LUNG LU	09/02/2016
TENG-HSIEN LAI	08/13/2012
YI-RU HUANG	09/02/2016
RECEIVING PARTY DATA	
Name:	GENESIS PHOTONICS INC.
Street Address:	NO.5 DALI 3RD RD.,
Internal Address:	TAINAN SCIENCE-BASED INDUSTRIAL PARK,
City:	TAINAN CITY
State/Country:	TAIWAN
Postal Code:	74144
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15255161
CORRESPONDENCE DATA	
Fax Number:	(510)580-7280
<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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Correspondent Name:	JIANQ CHYUN INTELLECTUAL PROPERTY OFFICE
Address Line 1:	7F.-1, NO. 100, ROOSEVELT RD., SEC. 2,
Address Line 4:	TAIPEI, TAIWAN 100
ATTORNEY DOCKET NUMBER:	59563-US-PA
NAME OF SUBMITTER:	BELINDA LEE
SIGNATURE:	/Belinda Lee/

DATE SIGNED:	09/06/2016
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Total Attachments: 7
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**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Declaration Submitted With Initial Filing

OR

Declaration Submitted After Initial Filing (surcharge 37 CFR 1.16(f) required)

(Title of the Invention)

LIGHT EMITTING DIODE AND MANUFACTURE METHOD THEREOF

As a below named inventor (hereinafter designated as the undersigned), I hereby declare that:

This declaration is directed to:

The attached application,

OR

United States Application Number or PCT International application number _____

Filed on _____.

The above-identified application was made or authorized to be made by me.

I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

The undersigned hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

WHEREAS, the undersigned has invented certain new and useful improvements described in the application identified.

WHEREAS 1. Genesis Photonics Inc.
of No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144,
Taiwan R.O.C.

hereinafter referred to as ASSIGNEE, is desirous of acquiring the undersigned's interest in the said invention and application and in any U.S. Letters Patent which may be granted on the same:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by the undersigned, the undersigned has/have sold, assigned and transferred, and by these presents does/do sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all his/her/their rights, title and interest in and to the said invention and application and all future improvements thereon, and in and to any Letters Patent which may hereafter be granted on the same in the United States, the said rights, title and interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said the undersigned had this Assignment and transfer not been made, to the full end and term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

The undersigned further agrees/agree that he/she/they will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee Lawfully may request, to obtain or maintain Letters Patent for said invention and improvement, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Signature: Tsung-Syun Huang Date: SEP 02 2016

Legal Name of Sole or First Inventor: Tsung-Syun Huang

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

Signature: Ting - En Huang Date: SEP 02 2016

Legal Name of Additional Joint Inventor, if any: Jing-En Huang

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

Signature: Tu-Chen Kuo Date: SEP 02 2016

Legal Name of Additional Joint Inventor, if any: Yu-Chen Kuo

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

Signature: Yan-Ting Lan Date: SEP 02 2016

Legal Name of Additional Joint Inventor, if any: Yan-Ting Lan

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

Signature: Kai-Shun Kang Date: SEP 02 2016

Legal Name of Additional Joint Inventor, if any: Kai-Shun Kang

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

Signature: Fei-Lung Lu Date: SEP 02 2016

Legal Name of Additional Joint Inventor, if any: Fei-Lung Lu

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

G15049-US
59563-US-PA

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Signature: _____ Date: _____

Legal Name of Additional Joint Inventor, if any: Teng-Hsien Lai

Residence: Tainan City, Taiwan

Mailing Address No.2, Ln. 22, Minsheng Rd., Shanhua Dist., Tainan City 741, Taiwan (R.O.C.)

Signature: Yi-Ru Huang Date: SEP 02 2016

Legal Name of Additional Joint Inventor, if any: Yi-Ru Huang

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan
R.O.C.

Employment Contract
Article 4 Intellectual Property Rights

4.1 Party B owns all intellectual property created by Party A in Party A's employment capacity or in the course of Party A's work duties. For copyright, the parties agree that Party B will be the author.

4.2 Party A owns all intellectual property that are created by Party A outside of Party A's employment capacity and not in the course of Party A's work duties, except Party B owns those intellectual property created or completed using Party B's facility, instrument, material, time, or trade secret. If Party A wishes to claim ownership of any intellectual property, Party A shall, prior to claiming ownership, provide Party B prompt written notice including all related information to Party B for verification, and may proceed to claim ownership only after Party B has verified that the intellectual property are created outside of Party A's employment capacity and course of work duties.

4.3 Party A shall not, while engaging in or executing Party B's business or assignment, directly or indirectly, plagiarize, misappropriate, or infringe on intellectual property or trade secret of any third party. Party A is solely responsible for any such plagiarism, misappropriation, or infringement. Party B is not liable for such plagiarism, misappropriation, or infringement.

4.4 Upon termination of employment, Party A shall return to Party B all intellectual property and trade secrets, with all related materials, copies, or samples, in Party A's possession or under A's supervision or management, and shall comply with and complete Party B's procedure for the return. No sample or copy in any format may be retained by Party A.

4.5 To cause successful obtainment, applications, or registration of intellectual property by Party B or Party B's assignee in different countries/regions, Party A agree to provide assistance and to take all required measures, including but not limited to signing (or stamping) all required applications, sworn declarations, assignments, deposition, and other legal documents, and to provide explanation, meetings, or testimony, related to prosecution, protection, and litigation of intellectual property. If A fails to provide signature (or stamp) according to this Article 4.5, Party A agrees that Party B may substitute any required document with this agreement.

		Contractor	
Party A		Party B	
Name:	Teng-Hsien Lai	Name:	Genesis Photonics Inc.
Date:	2012/08/13		
ID No.	G121612169		
Address:	No.2, Ln. 22, Minsheng Rd., Shanhua Dist., Tainan City 741, Taiwan (R.O.C.)	Address:	No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

3.7 甲方於服務期間或離職後均不得為自己或他人之利益使用乙方營業秘密，且於離職後就乙方營業秘密仍負前述保密義務。

第四條 智慧財產權

- 4.1 甲方於職務上及有關職務上或業務上所創作之智慧財產權專屬於乙方享有。如創作 屬著作人，應以乙方為著作人。
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- 4.4 甲方於離職時應將其所占有、監督或管理之智慧財產權及營業秘密暨其有關的資料、複製物或樣品全數交還乙方，並辦妥相關手續，不得留有任何形式之樣品或副本。
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第五條 其他條款

- 5.1 本契約書於甲方任職日起生效。
- 5.2 本契約所作之條款，不因甲方將來職務之變動、調動、待遇與津貼之調整而受影響。
- 5.3 若甲方違反本契約書或乙方之人事規章任何條款，乙方得終止服務或聘僱關係，並請求甲方賠償乙方因此所受之損害。
- 5.4 因本契約所生之任何爭議，經友好協商仍未獲解決者，甲乙雙方同意以台灣台南地方法院為第一審管轄法院。
- 5.5 本契約就聘僱、委任及有關的人事等事項未規定者，悉依乙方規章之規定，若乙方規章未規定或其規定牴觸民法或勞工法令強制規定者，則依有關民法或勞工法令之規定。

本人茲明白聲明，本人願依本契約書所列各條款受新世紀光電股份有限公司合法之約束。

此致

新世紀光電股份有限公司

立契約書人

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姓名：賴煥意

日期：2012. 8. 13

身分證

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用印：

