504045859 10/11/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4092520

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
GARY M. WEINER	12/03/2007

## **RECEIVING PARTY DATA**

Name:	CHIRAL PHOTONICS, INC.	
Street Address:	26 CHAPIN ROAD	
Internal Address:	UNIT 1104	
City:	PINE BROOK	
State/Country:	NEW JERSEY	
Postal Code:	07058	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	15204952	

### **CORRESPONDENCE DATA**

**Fax Number:** (949)760-9502

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.

Phone: 949-760-0404
Email: efiling@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	: CHIRA.002P1	
NAME OF SUBMITTER:	JOAN Y. CHAN	
SIGNATURE:	/Joan Y. Chan/	
DATE SIGNED:	10/11/2016	

#### **Total Attachments: 4**

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PATENT 504045859 REEL: 039989 FRAME: 0621

# Chiral Photonics, Inc.

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# Redacted INVENTIONS AGREEMENT

I hereby acknowledge Chiral Photonics, Inc. located at 26 Chapin Road, Unit 1104, Pine Brook, NJ 07058 as my Employer (hereinafter "Company"). As an employee of the Company, I hereby agree to observe all the provisions of this Ag reement, as well as all other rules and policies that the Company may announce from time to time. In consideration of my gainful employment with the Company, and other good and valuable consideration, receipt of which is hereby acknowledged, I hereby agree as follows:

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PATENT REEL: 039989 FRAME: 0622

### 4. INVENTIONS

- A. Disclosure of Inventions. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulas, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment (whether or not during normal working hours) which are related to or useful in the actual or anticipated business of the Company, or result from tasks assigned me by the Company or result from use of premises or equipment owned, leased, or contracted for by the Company (all said improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulas, processes, techniques, know-how, data, patent applications, continuation applications, continuation-in-part applications, file wrapper continuation applications and divisional applications shall be collectively hereinafter called "Inventions").
- B. Assignment of and Assistance on Inventions. I hereby assign to the Company, without any requirement of further consideration, any rights I may have or acquire in all Inventions and agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. I further agree to assist the Company in every way, but at the Company's expense, including, but not limited to execution and delivery of instruments of conveyance, to obtain and from time to time enforce patents, copyrights or other rights on said Inventions in any and all countries.
- C. **Prior Inventions**. All improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulas, processes, techniques, know-how and data which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company shall be deemed "Inventions" for the purposes of this Agreement except as set forth on Exhibit A hereto.

## 5. MISCELLANEOUS PROVISIONS

- A. I recognize, understand, agree and acknowledge that the Company has a legitimate and necessary interest in protecting its goodwill and Proprietary Information. I further affirm, represent, and acknowledge that in the event of my termination of employment with the Company, my experience and capabilities are such that the enforcement of this Agreement will not prevent me from obtaining employment in another line of business different from that carried on by the Company and permitted under this Agreement. I further affirm, represent and acknowledge that I have received good and valuable consideration, comprising at least my gainful employment by the Company, for entering into this Agreement.
- B. Return of Materials. Upon the request of Company and, in any event, upon termination of my employment, I will leave with Company all memoranda, notes, records, drawings, manuals, disks, or other documents and media pertaining to Company's business, including all copies thereof.
- C. Remedies for Breach. I agree that any breach of this Agreement by me would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent or redress the violation of my obligations hereunder.

- D. Separability. If any provision hereof shall be declared unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. Further, such provision shall be reformed and construed to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.
- E. Term of Agreement. This Agreement shall be effective as of the date set forth below and shall survive the termination of my employment by the Company, regardless of the manner of such termination.
- F. Jurisdiction. I irrevocably and unconditionally submit to the non-exclusive jurisdiction of any United States federal or New York state court sitting in New York City in any action or proceeding relating in any manner to this Agreement or to my employment by the Company or to the termination of said employment.
- G. Dispute Resolution: I agree that any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and specifically in any United States federal or New York state court sitting in New York City. The arbitration proceedings shall be conducted in New York City.
- H. Attorney's / Arbitration Fees. The prevailing party in any action arising under or related in any manner to this Agreement or to my employment by the Company or to the termination of said employment shall recover from the other party or parties thereto reasonable attorney's and arbitration fees, costs and expenses.
- I. Employment At Will. I acknowledge that this Agreement does not create any obligation on my part to work for the Company; nor does it create any obligation for the Company to employ me for any fixed period of time. I fully understand that my employment at the Company may be terminated at any time for any reason or for no reason at all.

Dated: 12-3-2007

By: YE Wer

Print Name:

Gary M. Weiner

ACCEPTED AND AGREED TO:

Chiral Photonics, Inc.

Print Name & Title :

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# EXHIBIT A

To: Chiral Photoni	es, Inc.
Gentlemen:	
jointly with others p	ng is a complete list, together with drawings (wherever possible), of all inventions nich have been made or conceived or first reduced to practice by me alone or prior to my engagement by you which shall not be deemed to be "Inventions" for going A. Inventions  No inventions or improvements  See Below  Drawing(s) attached  (If so, number of pages of drawings:)
***************************************	
	Additional sheets attached
	(If so, number of additional sheets:)
	Very Muly yours,
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