

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4458934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE INVENTOR AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN HOENIG	02/04/2002
RECEIVING PARTY DATA	
Name:	ATS OHIO, INC.
Street Address:	425 ENTERPRISE DRIVE
City:	LEWIS CENTER
State/Country:	OHIO
Postal Code:	43035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12559601
CORRESPONDENCE DATA	
Fax Number:	(703)413-2220
<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>	
Phone:	(703) 413-3000
Email:	hcho@oblon.com
Correspondent Name:	OBLON, ET AL.
Address Line 1:	1940 DUKE STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	387234US
NAME OF SUBMITTER:	HYUN CHO
SIGNATURE:	/Hyun Cho/
DATE SIGNED:	06/14/2017
Total Attachments: 3	
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ATS Ohio/A Division of ATS, Inc.

Effective Date: April '92

ATS OHIO, INC.

EMPLOYEE CONFIDENTIALITY, NON-DISCLOSURE AND INVENTIONS AGREEMENT

I agree to all terms of this Agreement. Capitalized words first used in quotes are defined in Section 11.

1. Non-disclosure and Non-Use.

I will hold all "ATS Information" in strict confidence. Except in connection with my duties on behalf of and in the direction of ATS, (i) I will not use or disclose ATS Information to any person or company; (ii) I will not copy or remove from ATS premises any "Records" that include or disclose any ATS information; and (iii) I have not used or disclosed any ATS Information nor to the date of this Agreement. My obligations will apply at all times during and after my employment with ATS. I have no interest or ownership in ATS Information. From time to time, ATS may deliver to me lists of specific information that is part of the ATS Information. I will sign these lists, which will become part of this Agreement.

2. Ownership of Inventions.

All "ATS Inventions" will belong to, and be owned exclusively by, ATS. Any original works of authorship which are part of the ATS Inventions will be works made for hire and ATS will be the author under federal copyright laws. I am an employee as defined under those laws. I irrevocably assign to ATS all right, title and interest in any ATS Inventions, to the extent ATS does not otherwise own them on creation. From time to time, I will execute written transfers to ATS of specific ATS Inventions in a form acceptable to ATS. I will hold all ATS Inventions in trust for ATS' sole benefit. I irrevocably appoint ATS my attorney-in-fact to act on my behalf to execute any documents transferring ownership of ATS Inventions to ATS or evidencing ATS' ownership of ATS Inventions, if ATS cannot for any reason, including my mental or physical incapacity, obtain my signature, with the same legal effect as if executed by me. This appointment is coupled with an interest in the ATS Inventions and will survive my death or disability.

3. Disclosure: Records.

I will promptly and completely disclose to ATS all ATS Inventions. I will keep adequate, current Records of all Inventions developed or made by me or with my assistance during my employment. These records will be kept in any manner ATS requests will belong to ATS and will be available to it at all times. At any time ATS requests and on termination of my employment with ATS all property of ATS, including all copies of Records in my possession, custody or control which include or disclose ATS Information. On termination of my employment, I will sign and deliver a termination statement in a form requested by ATS, certifying I have done everything required by this Agreement and will perform all my post termination obligations.

4. Customers and Employees.

For one (1) year after termination of my employment with ATS for any reason, I will not, either directly or indirectly, for myself or any other party; (i) call on, solicit, take away, or do business with, any customer or prospective customer of ATS on whom I called or about whom I learned while employed by ATS; or (ii) solicit or hire, or attempt to solicit or hire, any employee of ATS. My obligations under this Section 4 do not limit my further obligations under Section 1 not to use or disclose at any time any ATS Information about ATS' customers and employees.

5. Full Time Position.

I will devote my full time and energy to the duties assigned me by ATS. During my employment with ATS, I will not engage in any activity that may compete with any business of ATS or that may conflict with, or negatively affect ATS. During the one (1) year after my employment with ATS ends for any reason, I will promptly notify ATS in writing before entering into any activity that competes with or conflicts with any business of ATS. I will also notify all of my future and prospective employers of the existence of this Agreement and recognize ATS' right to do the same.

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6. Injunctions.

I recognize that if I breach or may breach any of my obligations to ATS under this Agreement, ATS will be irreparably harmed. Accordingly, ATS will be entitled to an injunction (without any bond or other security being required) to prevent my breach. ATS may also pursue any other action for any breach or threatened breach, including the recovery of damages.

7. Binding Agreement.

This Agreement creates legal and binding obligations and its execution and performance is a material element of my hiring, continued employment and compensation. Any change in position or increase in compensation will be additional consideration for my obligations. This Agreement will bind me no matter how long I am employed by ATS, the reason my employment ends or the amount of my compensation.

8. Employment at Will.

This Agreement is not a contract of employment and my employment may be terminated at any time by either me or ATS, with or without cause of any nature.

9. General.

The laws of Ohio govern all questions of interpretation, construction and performance of this Agreement. No waiver by ATS of any default will waive any later default. This Agreement contains the entire Agreement about its subject. It may not be changed orally. ATS may give me any notice under this Agreement by regular mail sent to my residence or the ATS office at which I work. This Agreement will not limit any rights that ATS may have under any other agreement or at law or equity.

10. Enforceability.

If a provision of this Agreement is held overly broad in any way, including its duration, geographical coverage or scope, that provision will be narrowed to the broadest term allowed by applicable law and enforced as so narrowed. If a provision of this Agreement nevertheless is held unlawful, void, or unenforceable, it will be severed from and will not affect the validity or enforceability of the remaining provisions of this Agreement. I acknowledge that the scope and duration of my obligations under this Agreement were determined in a manner designed to reasonably protect ATS Information. I recognize that ATS would be irreparably injured if I use or disclose ATS Information anywhere in the world.

11. Definitions. (For purposes of this Agreement:)

A. "Inventions" - means all inventions, discoveries, ideas, original works of authorship (including copyright), improvements, trade secrets, patents, trademarks, service marks, concepts, computer programs and software, designs, drawings specifications, techniques, models, data, source code, object code, firmware, diagrams, flow charts, mask works, formulas, know-how, developmental or experimental work, other intellectual property, derivatives of any of the foregoing, and all copyright and patent applications and registrations.

B. "Records" - means any form of writing or media, including notes, data, computer code, reference materials, sketches, drawings, memoranda or other writing.

C. "ATS" - means Automation Tooling Systems Corporation, its parent Automation Tooling Systems Inc, and its subsidiaries, affiliates, successors and assigns.

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D. "ATS Information" - includes all the following, in whatever form: (a) the names of ATS' customers and prospects and the nature of ATS' relationships (including types and amounts of products acquired from ATS) with such customers; (b) ATS' marketing and development plans, marketing techniques and materials, price lists, pricing policies employee files and financial data; (c) information belonging to ATS' customers and prospects; (d) ATS' computer systems and their components, whether in development or completed, including equipment and computer programs in whatever form and on whatever media including object and source code, databases, documentation, manuals, hardware and software support systems and methods, techniques and algorithms; (e) Inventions owned or licensed by ATS or produced in its operations; (f) any information concerning ATS or its products, personnel or business not generally known, which, if used or disclosed, could, with reasonable possibility, adversely affect the business of ATS or give to a competitor a competitive advantage; and (g) any information otherwise treated by ATS as confidential.

E. "ATS Inventions" - means all Inventions, including copyrights and patents, which are in whole or part (a) conceived or made by me during my ATS employment or which result from any work performed by me for ATS or (b) made through use of any ATS Information or any ATS equipment, facilities, supplies or time.

I understand and agree to everything in this Agreement. I have received a signed copy of this Agreement.

[Signature]

Witness

[Signature]

Employee's Signature

2/4/02

Date

Print Employee Name:

Steven D. Hoening

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