

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4476899

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LIMING XIN	02/07/2014
RECEIVING PARTY DATA		
Name:	TYCO ELECTRONICS (SHANGHAI) CO. LTD.	
Street Address:	SECTIONS F & G, LEVEL 1, BUILDING 15, NO. 999 YINGLUN RD.	
Internal Address:	CHINA (SHANGHAI) PILOT FREE TRADE ZONE	
City:	SHANGHAI	
State/Country:	CHINA	
Name:	TYCO ELECTRONICS CORPORATION	
Street Address:	1050 WESTLAKES DRIVE	
City:	BERWYN	
State/Country:	PENNSYLVANIA	
Postal Code:	19312	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15622706	
CORRESPONDENCE DATA		
Fax Number:	(610)889-3696	
<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:	610-889-3699	
Email:	berwynipdocket@barley.com	
Correspondent Name:	BARLEY SNYDER	
Address Line 1:	2 GREAT VALLEY PARKWAY	
Address Line 2:	SUITE 110	
Address Line 4:	MALVERN, PENNSYLVANIA 19355	
ATTORNEY DOCKET NUMBER:	21334-2385	
NAME OF SUBMITTER:	SALVATORE ANASTASI	
SIGNATURE:	/Salvatore Anastasi/	
DATE SIGNED:	06/26/2017	

Total Attachments: 10

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21334-2385
TY-00418US
P177915.US.01

English Translator Statement

To the best of my knowledge and belief, the information contained in the translated document is true and correct and the copy submitted is a true copy of the original document.

Nora Zhang
Nora Zhang, Legal Assistant
Tyco Electronics (Shanghai) Co., Ltd.

2016.12.12
Date



员工保密和发明转让协议

作为我受雇于Tyco Electronics Corporation或其任何一家关联机构或子公司（包括但不限于[泰科电子（上海）有限公司]）（以下被单独和统称为“TE”）的部分义务，并作为履行此类雇佣职责的组成部分，包括我可以接触到的TE、其客户和供应商的机密信息以及TE的商业机会，我同意如下：

1. **TE 机密信息。**“TE 机密信息”是指由 TE 开发、创造或发现的、对 TE 的业务具有价值的、并且不为 TE 竞争者或大众所知晓的或以其它方式为 TE 所专有或保密的信息。TE 机密信息可包括（但不限于）数据、专有技术、制造方法、配方、算法、计算机程序、生产过程、设计、草图、照片、平面图、绘图、产品概念、改进、说明书、样品、报告、实验室笔记、供应商名称、客户及潜在客户名称、经销商名称、成本和定价信息、市场界定、商业计划、营销计划、财政计划、客户及潜在客户开发信息和策略、商业机会、销售方法、发明、商业秘密、设想、研发活动和计划以及员工和/或人员信息，包括报酬、技能和专业领域。为避免疑问，我承认 TE 机密信息包括我因与 TE 之间的雇佣关系而可能以任何方式获得、习得、开发或创造的、对于 TE 的业务具有价值的、所有未公开的信息。
2. **保密义务。**我同意，无论在我受雇于 TE 期间还是离职之后都会对 TE 机密信息进行保密。我同意，除非因履行作为 TE 员工的职责所需要，在遵照本协议条款及任何适用的 TE 政策保护 TE 机密信息的条件下，只要 TE 机密信息仍未公开，就不会披露、记录或以任何方式使用 TE 机密信息。我同意在未取得 TE 授权代表同意的情况下，不会将 TE 机密信息从 TE 的设施或其占有状态下转移或以其它方式传送出去。并且，我同意对任何第三方信息进行保密，包括（但不限于）在我受雇过程中我有权接触到的、TE 从客户、潜在客户和供应商处得到的、被 TE 与第三方之间的保密协议保护的信息（“第三方机密信息”），并同意遵守 TE 与该第三方之间签署的协议的条款。
3. **TE 财产。**所有 TE 机密信息，以及在世界任何地方与 TE 机密信息有关的所有专利、专利权、著作权、可受著作权保护的作品、商业秘密权、商标权以及其他权利（包括但不限于知识产权）是并且应当是 TE 独占且排他的财产。我谨此将所有我可能在 TE 机密信息和相关权利中可能拥有或获得的全部权利、所有权和利益转让于 TE。我同意在我受雇于 TE 的最后一天当日或之前将所有 TE 机密信息及第三方机密信息，包括其所有副本或计算机记录与任何其它 TE 的财产一起移交给 TE。我进一步同意之后不会书面记录，也不会使用该 TE 机密信息和第三方机密信息。

4. **忠诚。**我同意无时无刻不为 TE 的利益引导自己行事，决不故意做出不符合 TE 最大利益的行为，并且避免在没有事先获得 TE 授权代表书面同意的情况下，为任何第三人或利害方进行与本协议或 TE 业务相关或冲突的任何事项方面的任何工作或服务，包括自雇。
5. **TE 发明。**我同意因由我代表 TE 进行的工作或是利用 TE 机密信息或财产而产生的所有发明，包括但不限于所有改进、专有技术、生产过程、技术、配方、设想、电路图、设计、商标、商业秘密和可受著作权保护的作品（“TE 发明”）应为 TE 独占的财产。我同意无论在我受雇于 TE 期间还是离职之后，均会及时向 TE 指定的个人或我的直接主管书面披露所有由我独自或与他人共同制作、写著、发现、开发、构思和/或归纳产生的所有 TE 发明。在此类 TE 发明可能并不构成归 TE 所有的雇佣作品的情况下，我谨此确定并同意向 TE 或其指定方转让我对所有 TE 发明的全部权利和利益，包括所有获得、注册和实施专利、著作权、集成电路布图设计作品权和其他 TE 发明的知识产权保护的权力，而不要求进一步的酬报。我同意签署所有为完成该知识产权并将该等权利转让与 TE 或其指定方所合理必须的所有文件，并谨此向 TE 授予一份有限的授权书，以便在我不在或拒绝签署此类文件的情况下代表我签署与使此类 TE 发明获得保护相关的任何文件。我同意在我受雇期间以及离职后十二（12）个月的期限内协助 TE 获得、保护和/或实施 TE 发明的专利、著作权或其他形式的权利（费用由 TE 承担）。我进一步同意在离职之后十二（12）个月的期限内，我将为了确定 TE 在此类发明中的权利，而及时并完全地向 TE 书面披露我在该等期间关于 TE 的业务所创造的所有发明。在此期间，在未获得 TE 授权代表的事先书面同意的情况下，我不会提出、或令他人提出或辅助提出与任何此类发明相关的任何专利申请。如果我不能证实（1）该发明完全是在我离开 TE 后由我构思或创造的，（2）此类发明在任何方面均与我在 TE 被指派的工作无关，或（3）此类发明并未包含任何 TE 机密信息，则该发明被认定是一项 TE 发明，且我关于 TE 发明的义务应予以适用。我进一步承认 TE 在我离职之后十二（12）个月的期限内授予我的相关专利和发明奖励是我关于此类发明向 TE 承担的义务的充分酬报。
6. **专利申请。**作为 TE 的员工，在提交了涵盖以本人为发明人的任何 TE 发明的任何原始专利申请之后，我有资格参加任何适用的 TE 发明人奖励计划。
7. **排除的发明。**附件（附件 A）中所列的是所有我在受雇于 TE 之前构思和/或产生的并且希望排除在本协议之外所有发明。如果本协议未附列表，则本协议签订时不存在要排除的发明。
8. **前雇主信息。**我声明本人作为 TE 员工对本协议的所有条款的履行没有并且不会违反任何关于我在受雇于 TE 之前秘密或因受托而得到的机密或专有信息、知识、数据或资料的任何保密的协议。我将不会向 TE 披露或引

诱 TE 使用属于任何先前雇主或他人的任何机密或专用信息、数据或资料。

9. 不教唆。我同意无论在我受雇期间还是离职之后十二（12）个月的期限内，无论代表我自己还是代表任何其它人或实体，都不会直接或间接教唆、招募或鼓励任何员工或顾问离开 TE，也不会直接或间接鼓励任何客户或供应商避免或停止与 TE 做生意。
10. 无雇佣合同。我同意本协议并非一份雇佣合同，且不会在此产生雇佣、继续雇佣、晋升或改派的权利。
11. 适用法律和争议解决。本协议应由我的主要工作地点所在的司法管辖区的法律管辖，并据其进行解释。
12. 可分割条款。如果本协议中包含或提到的任意一条或多条的条款或其某部分因任何原因应而无效、违法或不可执行，这类情况不应影响本协议的任何其他条款，并且本协议应继续完全有效，并应以本协议中从未包含这类无效、违法或不可执行的条款的方式加以理解。
13. 条款的修改。如果任何具有有效管辖权的法院认定本协议任何条款不可执行，协议双方同意法院可对该条款进行最小程度的修改以使该条款具有可执行性。
14. 律师费用和补偿。我同意我对本协议的任何违反将对于 TE 造成无法弥补的损害，且在发生此类违约的情况下，除了 TE 可依法获得的任何补偿外，TE 还应有权获得一项禁令、依约履行或其他衡平法补偿。如果 TE 被授予了与执行此类限制令相关的一项禁令或其他补偿，我进一步同意支付 TE 在实现此类强制执行的过程中招致的所有合理的费用和支出（包括律师费）。
15. 可转让性。TE 可以将其在本协议项下的权利与其全部或部分营业一起转让或以其它方式转让给 TE 的任何关联公司或继承公司；然而，受益于本协议的 TE 的任何关联公司可以直接执行本协议而无须进行本协议的转让。
16. 完整协议。本协议，包括其附带的附件 A，构成了协议双方之间关于本协议中标的物的完整协议。除非由我和 TE 授权代表书面正式签署确认，将来的任何协议或谅解都不得对本协议进行修改或补充。

我确认 TE 将保护 TE 机密信息、第三方机密信息以及 TE 发明视为是对 TE 的利益至关重要。我进一步承认 TE 在雇佣我时信赖我会遵守保护这类 TE 机密信息、第三方机密信息和 TE 发明的职责，并授权我可以接触到 TE 机密信息、第三方机密信息以及 TE 的商业机会。相应地，在签署本协议之际，我表示我愿意依法受本协议条款的约束。我并未也不会签署与本协议或与我和 TE 间的雇佣关系相冲突的任何协议，无论该协议是书面的还是口头的。

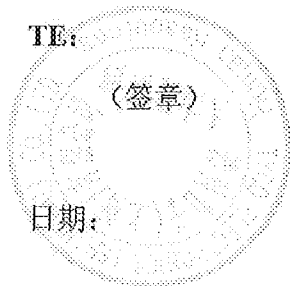
(本页无正文)

员工: 辛立明

员工签名: 辛立明

员工身份证号码/护照号码: B2302198011173617

日期: 2014-2-7





EMPLOYEE CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

In partial consideration of my employment by TE Connectivity Ltd. or any affiliate or subsidiary of Tyco Electronics Corporation (including but not limited to Tyco Electronics (Shanghai) Co., Ltd.) (individually and collectively, “TE”) and, as part of the performance of the duties of such employment, including my access to confidential information of TE, its customers and suppliers, as well as to business opportunities of TE, I agree as follows:

1. **TE Confidential Information.** “TE Confidential Information” is information developed, created, or discovered by TE that has value to TE’s business and is not known to TE’s competitors or by the general public, or is otherwise proprietary or confidential to TE. TE Confidential Information may include, but is not limited to, data, know-how, manufacturing methods, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, improvements, specifications, samples, reports, laboratory notebooks, vendor names, customer and prospective customer names, distributor names, cost and pricing information, market definitions, business plans, marketing plans, financial plans, customer and prospective customer development information and strategies, business opportunities, sales methods, inventions, trade secrets, ideas, research and development activities and plans, and employee and/or personnel information, including compensation, skill, and areas of expertise. For the avoidance of doubt, I acknowledge that TE Confidential Information includes all non-public information of value to TE’s business that I may have in any way acquired, learned, developed or created by reason of my employment with TE.

2. **Obligation of Confidentiality.** I agree, both during and after my employment with TE, to keep TE Confidential Information secret. I agree not to disclose, record, or in any way make use of TE Confidential Information for so long as such information remains non-public, except as required in the performance of my duties and responsibilities as an employee of TE and under conditions that protect the TE Confidential Information consistent with the terms of this Agreement and any applicable TE policies. I also agree not to remove or otherwise transmit TE Confidential Information from TE’s premises or possession without the consent of an authorized TE representative. Further, I agree to keep secret any third party information, including but not limited to, information received by TE from customers, prospective customers, and suppliers, that is covered by a confidentiality agreement between TE and the third party (“**Third Party Confidential Information**”), to which I am given access during my employment, and agree to adhere to the terms of the agreement between TE and the third party.

3. **TE Property.** All TE Confidential Information, as well as all patents, patent rights,

copyrights, copyrightable works, trade secret rights, trademark rights, and other rights (including, without limitation, intellectual property rights) anywhere in the world related to TE Confidential Information, is, and shall be, the sole and exclusive property of TE. I hereby assign to TE any and all rights, title, and interest I may have or acquire in such TE Confidential Information and related rights. I agree to deliver all TE Confidential Information and Third Party Confidential Information, including all copies or computer records thereof, along with any other TE property, to TE on or before my last day of employment with TE. I further agree not to make any written record of, nor to make any use of, such TE Confidential Information and Third Party Confidential Information thereafter.

4. **Loyalty.** I agree to conduct myself at all times for the benefit of TE, to never knowingly take any action inconsistent with TE's best interest, and to refrain from performing any work or services for any third person or concern, including self-employment, with respect to any matter that relates to or conflicts with this Agreement or TE business without the prior written consent of an authorized TE representative.

5. **TE Inventions.** I agree that all inventions, including, but not limited to, all improvements, know-how, processes, techniques, formulas, ideas, circuits, designs, trademarks, trade secrets, and copyrightable works which result from work performed by me on behalf of TE or from access to TE Confidential Information or property ("**TE Inventions**") shall be the property solely of TE. I agree, both during and after my employment with TE, to disclose promptly and in writing, to the individual designated by TE or to my immediate supervisor, all TE Inventions that I, either solely or jointly with others, make, author, discover, develop, conceive, and/or reduce to practice. To the extent such TE Inventions may not constitute a work-made-for-hire which TE owns, I hereby assign and agree to assign to TE or its designee, without further consideration, my entire right and interest in and to all TE Inventions, including all rights to obtain, register, and enforce patents, copyrights, mask work rights, and other intellectual property protection for TE Inventions. I agree to execute all documents reasonably necessary to perfect such intellectual property rights and the assignment of those rights to TE or its designee, and I hereby grant TE a limited power of attorney to sign on my behalf any documents relating to obtaining protection of such TE Inventions in the event that I am unavailable or refuse to sign such documents. I agree to assist TE (at TE's expense), both during the term of my employment and for a period of twelve (12) months thereafter, in obtaining, protecting, and/or enforcing patents, copyrights, or other forms of TE Inventions. I further agree that after termination of my employment with TE and for a period of twelve (12) months thereafter, I will promptly and completely disclose in writing to TE, all inventions that I make during such period that relate to TE's business, for the purpose of determining TE's rights in each such invention. During this period, I will not file, cause to be filed or assist in the filing of any patent application relating to any such invention without the prior written consent of an authorized TE representative. If I am unable to prove that (i) I conceived or made the invention entirely after my termination with TE, (ii) such invention does not in any way relate to my work assignment at TE, or (iii) such invention does not incorporate any TE Confidential Information, the invention is presumed to be a TE Invention and my obligations with

respect to TE Inventions shall be applicable. I further acknowledge that the applicable patent and invention award grant by TE to me during such twelve (12) month period after my termination is adequate consideration for my obligations with respect to such inventions to TE.

6. **Patent Applications.** As a TE employee, after the filing of any original patent application covering any TE Invention of which I am a named inventor, I am eligible to participate in any applicable TE inventor award program. I have read and agree TE patent and trade secret award policy TEC-04-16 CN and agree the amount of patent award and remuneration provided in TEC-04-16 CN is reasonable and sufficient under all the applicable laws of PRC.

7. **Excluded Inventions.** Attached is a list of all inventions which have been conceived and/or reduced to practice by me prior to my employment by TE and which I desire to exclude from this Agreement (Exhibit A). If no list is attached to this Agreement, no inventions exist to be excluded at the time of the signing of this Agreement.

8. **Former Employer Information.** I represent that my performance of all the terms of this Agreement and as an employee of TE does not and will not breach any agreement to keep in confidence any confidential or proprietary information, knowledge, data or material acquired by me in confidence or in trust prior to my employment by TE. I will not disclose to TE, nor induce TE to use, any confidential or proprietary information, data or material belonging to any previous employers or others.

9. **Non-Solicitation.** I agree, both during my employment and for a period of twelve (12) months thereafter, not to directly or indirectly solicit, recruit, or encourage any employees or consultants to leave the employ of TE, nor to directly or indirectly encourage any customers or suppliers to refrain from or stop doing business with TE, either on my own behalf or on behalf of any other person or entity.

10. **No Contract of Employment.** I agree that this Agreement is not a contract of employment, and no rights to employment, continued employment, advancement, or reassignment are hereby created.

11. **Governing Law.** This Agreement shall be governed by and construed under the laws of the jurisdiction of my primary work location.

12. **Severable Provisions.** In the event any one or more of the provisions, or portions thereof, contained or referenced in this Agreement shall for any reason be invalid, illegal, or unenforceable, such circumstances shall not affect any other provision hereof and this Agreement shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal or unenforceable, had never been contained herein.

13. **Reformation of Provisions.** Should any court of competent jurisdiction determine that any provision of this Agreement is unenforceable, the parties agree that the court should modify the provision to the minimum extent necessary to render said provision enforceable.

14. **Attorneys' Fees and Remedies.** I agree that any breach of these terms by me will cause irreparable damage to TE, and in the event of such breach, TE shall have the right, in addition to any remedies of law, to an injunction, specific performance or other equitable relief. If TE is awarded an injunction or other remedy in connection with enforcement of such restrictions, I further agree to pay all costs and expenses (including attorney's fees) reasonably incurred by TE in such enforcement efforts.

15. **Assignability.** TE may assign its rights hereunder in connection with a transfer of all or any part of its business operations, or otherwise may assign to any affiliate or successor of TE; however, any corporate affiliate of TE, which is benefited by this Agreement, may enforce this Agreement without need for any assignment of this Agreement.

16. **Entire Agreement.** This Agreement, including any Exhibit A hereto, constitutes the entire agreement between the parties related to the subject matter herein. No future agreement or understanding may modify or supplement this Agreement, unless confirmed in writing and signed by you and an authorized representative of TE.

I acknowledge that TE regards the safeguarding of TE Confidential Information, Third Party Confidential Information, and TE Inventions to be vital to TE's interests. I further acknowledge that TE is relying on me to honor this duty to protect such TE Confidential Information, Third Party Confidential Information and TE Inventions in employing me, and is entrusting me with access to TE Confidential Information, Third Party Confidential Information, and TE business opportunities. Accordingly, by signing this Agreement I express my intent to be legally bound by the terms hereof. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with this Agreement or in conflict with my employment with TE.

<u>Xin Liming</u>	<u>132302198011173617</u>
Employee Name (Print)	Employee ID Number/Passport Number
<u>Xin Liming</u>	<u>2014.2.7</u>
Employee Signature	Date
<u>TE Signature</u>	<u>Date</u>

