

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4599801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HSIN-CHIAO FANG	09/01/2017
CHENG-HSUEH LU	09/01/2017
CHENG-HUNG LIN	10/24/2012
CHI-HAO CHENG	09/01/2017
CHI-FENG HUANG	09/01/2017
RECEIVING PARTY DATA	
Name:	GENESIS PHOTONICS INC.
Street Address:	NO.5 DALI 3RD RD., TAINAN SCIENCE-BASED INDUSTRIAL PARK,
City:	TAINAN
State/Country:	TAIWAN
Postal Code:	74144
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15708162
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	BELINDA LEE
SIGNATURE:	/Belinda Lee/
DATE SIGNED:	09/19/2017
Total Attachments: 8	
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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)

SEMICONDUCTOR DEVICE CONTAINING NITROGEN

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.

G16008-US
63426-US-PA

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

Signature: Hsin-Chiao Fang Date: 09/01/2017

Legal Name of Sole or First Inventor: Hsin-Chiao Fang

Residence: Tainan City, Taiwan

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

Signature: Cheng-Hsueh Lu Date: 09/01/2017

Legal Name of Additional Joint Inventor, if any: Cheng-Hsueh Lu

Residence: Tainan City, Taiwan

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

Signature: _____ Date: _____

Legal Name of Additional Joint Inventor, if any: Cheng-Hung Lin

Residence: Changhua County, Taiwan

Mailing Address: No.5, Ln. 78, Daren S. St., Yuanlin City, Changhua County 510, Taiwan (R.O.C.)

Signature: Chi-Hao Cheng Date: 09/01/2017

Legal Name of Additional Joint Inventor, if any: Chi-Hao Cheng

Residence: Tainan City, Taiwan

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

Signature: Chi-Feng Huang Date: 09/01/2017

Legal Name of Additional Joint Inventor, if any: Chi-Feng 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:	Cheng-Hung Lin	Name:	Genesis Photonics Inc.
Date:	2012/10/24		
ID No.	N123624171		
Address:	No.5, Ln. 78, Daren S. St., Yuanlin City, Changhua County 510, Taiwan (R.O.C.)	Address:	No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

服務契約書

本契約書由以下簽署員工 林政宏 (以下簡稱甲方) 與新世紀光電股份有限公司 (以下簡稱為乙方) 訂定, 甲方自中華民國 102 年 10 月 24 日起受聘僱為乙方服務, 為界定雙方之權利義務, 茲同意訂定下列條款共同遵守。

第一條 服務條款

1.1 定義: 下列應用於本契約之項目, 除依文義需另做解釋外, 係指本條陳述之意義:

1.1.1 “乙方”係指新世紀光電股份有限公司及其現在與未來在國內外所組設之分公司、子公司、辦事處、工廠、關係企業及(或)其他營業組織。

1.1.2 “智慧財產權”係指包括但不限於專利權、商標權、著作權、工業設計、專門技術、營業秘密及其所涵蓋之標的、權能、申請權及(或)實施權。

1.1.3 “營業秘密”係指具有財產利益或經濟價值的任何口頭及書面機密資訊(料), 包括但不限於圖樣、規格、原型、製程、程式、概念、發現、模具、著作原件、操作手冊、品質規範、專門技術、客戶明細、晶片、及其他銷售資料、技術資料、經營資料, 以及依約或依法負保密義務所含蓋之機密資料。

1.2 甲方同意於任職期間遵守乙方公司工作規則及管理規章之規定, 恪守一切法令及乙方公司現在及將來所頒行之一切規章, 倘有不正行為或違背公司規章情事, 願受公司處分。

1.3 甲方應在乙方企業服務, 從事及執行乙方所分派及(或)營運所需之工作, 並遵守乙方規章之規定。於甲方服務期間, 乙方得視甲方知識、能力、經驗、健康狀況或乙方營業需求, 調整甲方職務、職位, 並安排甲方接受教育訓練。甲方於試用期間之薪資, 以乙方錄用核定之薪資為準; 於試用期滿後之薪資發放或獎金或紅利發放、及延長工作時間或休假日工作工資加給, 悉由乙方按其規章及(或)勞動基準法或民法之規定辦理。甲方同意乙方按月定期一次性的支付薪資。

1.4 勞動契約之生效與終止。

1.4.1 勞動契約之生效:

甲方均依乙方審核或甄試合格並依規定僱用之。甲方之工作年資及薪資於辦理報到時起算。

1.4.2 勞動契約之終止:

雙方之預告或不經預告終止勞動契約, 甲方均需依相關法令或雙方契約辦理離職手續。

甲方若自動請辭, 應以書面提出申請核准, 並依照乙方公司規定辦理離職移交手續後方得離職, 離職手續完備者, 得請求公司發給離職證明書。

1.4.3 甲方派駐海外工作, 若有上述(1)項情形發生, 亦需依規定返台辦理離職 移交手續後方得離職, 未依規定返台辦理離職手續者, 乙方得暫時保留甲方離職當月之薪資, 俟甲方辦妥離職手續後發給。

1.5 甲方之薪資於僱用時由乙方之負責人或代理人與甲方議定, 薪資之發放為次月第五日, 若發放日遇例假日則提前至前一工作天。薪資的結構, 計算及調整依乙方工作規則或相關規定辦理之。

1.6 甲方之工作時間、給假, 考核、獎懲與升遷, 災害傷害補償及撫恤, 自請或強制退休, 及退休金之給付標準, 均依乙方公司之工作規則及人事規章辦理之。

1.7 甲方同意絕不向與乙方公司交易者(包括但不限於協力廠商、供應商或服務者, 且不論交易是否成交)期約、索取任何不當利益(含既遂或未遂), 包括但不限於回扣、佣金、不當饋贈或招待, 違者一律解雇。

1.8 甲方於服務期間或離職後不得為自己或他人之利益, 唆使或利誘乙方公司員工離職或違背職

務，或對於職務行為或違背職務之行為期約或收受不當利益(包括既遂或未遂)；甲方若違反本條項規定，在職者，乙方除得依法解僱外，並得請求損害賠償；已離職者，乙方有權請求損害賠償。

第二條 競業條款

- 2.1 為防制同業惡性競爭及有心人士惡意竊取本公司智慧財產權行為，特訂定本條款。
- 2.2 甲方於任職期間內，不得在外直接或間接從事任何與乙方業務或其業務有關之事務相競爭之行為，包括但不限於兼任或擔任與乙方營業相同或相類其他企業之顧問、董事、監察人、經理人或其他相類之職務或工作。但經乙方事前以書面同意者，則不在此限。
- 2.3 甲方於離職後若從事或投資與乙方營業具有主要競爭關係之相近似工作或業務，未免對乙方構成不公平之競爭，故甲方自離職日起壹年內不得直接或間接與乙方客戶接觸、拜訪、要約、銷售或是提供服務，並不得從事或投資與乙方具有主要競爭關係事業體之相近似工作或業務。
- 2.4 甲方同意，其於服務期間所受領之各種獎金、現金紅利或股票紅利係以甲方完全履行本契約所述義務為條件，若甲方違反任何本約所述義務者，甲方除應負有關民刑事法律責任外，並應在乙方通知期限內現金返還其於最近二年服務期間所受領之各種獎金、現金紅利或股票紅利予乙方，而返還標的係股票者，則以離職日或最接近離職日台灣證券交易所乙方公司股票收盤價為基準折算為現金，並願賠償乙方與前述金額同等值之違約金。
- 2.5 本條所述競業限制之區域，包括中華民國、大陸地區、香港地區、日本、美國、歐洲及其他主要競爭事業體(包括但不限於其分公司、子公司、辦事處、工廠、關係企業及(或)其他營業組織)營運所在之地區或國家。

第三條 營業秘密暨保密義務

- 3.1 甲方瞭解乙方公司係從事氮化合物半導體材料與元件及其他相關光電元件之研究、設計、開發、製造，甲方之受僱於乙方乃有機會接觸乙方公司過去、現在或將來所累積及生產，或出資向外界其他來源所獲得某種資料之事實，甲方於服務期間及離開乙方公司二年內，對於一切甲方在乙方公司所學或獲知之有關材料、設計、配方、製造、工廠配置等發明、製造方法、業務機密、技術知識等均負保密義務。
- 3.2 甲方在上開同一約定期間內除經乙方公司授權者外，不得將上述方法、機密等自行使用，亦不得洩露給予(任何)其他個人或公司行號使用。
- 3.3 甲方於任職乙方公司期間未經同意，不得任意翻閱(拆)不屬於甲方自己掌理之文件、函電、設計圖或電腦資料等。
- 3.4 甲方在未經乙方公司最高主管或特別授權之代表書面許可前，不得將乙方公司所有之任何文件、圖說、設計、樣品、工具、治具或夾具等，自乙方公司或其關係組織、供應商或客戶內任意搬走。
- 3.5 甲方保證絕不洩露伊在前公司所獲知之任何營業秘密予乙方或任何他人，若有違反，須自負賠償責任，絕無異議。甲方應於簽約時，告知其在簽約前所擁有或創作之各項發明、專利、著作、專門技術，以及其他對他人依法令或契約所負之保密義務；於受雇期間如有任何前述各項權利之產生或創作時，甲方亦應立即告知乙方。甲方因故須離職時，除應完成所掌管文件資料之交接、離職面談等離職手續外，並擔保絕不帶走其他乙方員工，或以其他任何方法直接、間接勸誘乙方其他員工離職。
- 3.6 甲方應以善良管理人之注意義務採取所有合理的措施維護乙方營業秘密，且未經乙方事前書面同意不得將該營業秘密以任何方式洩露或交付予任何第三人。

- 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 者，應以乙方為著作人。
- 4.2 甲方於非職務上所創作之智慧財產權屬甲方享有。但智慧財產權係甲方利用乙方之 設備、儀器、材料、時間或營業秘密所創作或完成者，則該智慧財產權仍屬乙方所有。甲方主張享有本項前段所述權利者，應迅速以書面通知並連同相關資料送交乙方審核，經乙方審核確屬非屬職務上之創作，甲方方得主張享有智慧財產權。
- 4.3 甲方不得直接或間接以抄襲、竊用或侵害第三人之智慧財產權或營業秘密之方法從事或執行乙方任何業務或工作，違者應由甲方自負其責，與乙方無關。
- 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。
- 4.5 為使乙方或乙方指定人於各國家及地區取得、申請或註冊各該智慧財產權，甲方應提供協助或採取有關措施，包括但不限於簽署(或蓋章)申請書、宣誓書、讓與書、具結書和其他法律文件，以及提供與各該智慧財產權申請、保護及訴訟有關之說明、會晤或作證。若甲方未簽署(或蓋章)本項所述之任何法定文件者，甲方同意乙方以本契約替代甲方應簽署之各該法定文件。

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

甲方：

姓名：

林政宏

乙方：

名稱：新世紀光電股份有限公司

日期：

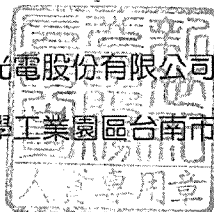
地址：台南科學工業園區台南市善化區大利三路5號

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