# 504597716 10/17/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4644428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
JIE YU	06/12/2014

# **RECEIVING PARTY DATA**

Name:	Canon Kabushiki Kaisha
Street Address:	30-2, Shimomaruko 3-chome, Ohta-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	146-8501

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15492944

# **CORRESPONDENCE DATA**

**Fax Number:** (949)932-3560

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: 9499323329

**Email:** ipdocketing@cusa.canon.com

Correspondent Name: CANON U.S.A. INC. INTELLECTUAL PROPERTY

Address Line 1: 15975 ALTON PARKWAY

Address Line 4: IRVINE, CALIFORNIA 92618-3731

ATTORNEY DOCKET NUMBER:	2800-19832-NON-PROV-CINC
NAME OF SUBMITTER:	FRANK E MARTINEZ
SIGNATURE:	/Frank E Martinez/
DATE SIGNED:	10/17/2017

# **Total Attachments: 11**

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PATENT 504597716 REEL: 043884 FRAME: 0689

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PATENT REEL: 043884 FRAME: 0690

#### **ASSIGNMENT OF PATENT RIGHTS**

This Assignment of Patent Rights ("**Assignment**") is made and entered into on this 16th day of October , 2017, by and between

CANON U.S.A., INC., having a place of business at One Canon Park, Melville, NY 11747 ("Assignor"); and

CANON KABUSHIKI KAISHA, having a place of business at 30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan ("Assignee").

WHEREAS, Assignor has agreed to assign and transfer to Assignee any right, title, and interest that Assignor has in and to the patents and patent applications set forth in Attachment A, which is attached hereto ("Assigned Patents");

WHEREAS, Assignee desires to acquire Assignor's right, title, and interest in and to the Assigned Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, or its designees, all right, title, and interest that Assignor has in and to the Assigned Patents in and for all countries (collectively, the "Patent Rights"), including, without limitation, the following:

- (a) the Assigned Patents, including all rights pursuant to 35 U.S.C. § 154;
- (b) all rights to claim priority to the Assigned Patents;
- (c) all patents or patent applications (i) to which any of the Assigned Patents claim priority or (ii) for which any of the Assigned Patents forms a basis for priority;
- (d) any and all continuing, divisional, and continuation-in-part applications of any of the Assigned Patents;
- (e) all requests for continuing examination, substitutions, reissues, extensions, renewals, and reexaminations of any of the Assigned Patents;
- (f) all rights to apply, in any country, for patents, certifications of invention, utility models, industrial design protections, and design patent protection, including, without limitation, all rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (g) all inventions set forth in any of the Assigned Patents; and
- (h) all past, present, and future causes of action (whether currently pending, filed, or otherwise), other enforcement actions (including, without limitation, all rights to damages, injunctive remedies, and relief, and other remedies of any kind for past, current, and future infringement), and all rights to collect royalties, damages, and profits, due or accrued, that relate to any of the Assigned Patents, including the right to sue and recover for, and the right to profits and damages that arise out of or in connection with, any and all past, present, or future infringements or dilutions.

Assignor agrees to execute and sign all instruments, applications, and documents, and to perform all lawful acts, that may reasonably be required by Assignee to enable Assignee or the nominee of Assignee to obtain, maintain, and enforce all of the Patent Rights in any and all countries and regions.

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Assignor agrees that, if any court or competent authority finds that any provision of this Assignment, or part of any provision, is invalid, illegal, or unenforceable, that provision or part of a provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment will not be affected.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and will be binding upon Assignor, its successors, assigns, and other legal representatives.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment of Patent Rights to be executed by its duly authorized representative on the date set forth below.

## ASSIGNOR:

CANON U.S.A., INC.

Seymour Liebman

Executive Vice President
Chief Administrative Officer

General Counsel and Secretary

CANON U.S.A., INC.

# ATTACHEMENT A LIST OF PATENTS AND APPLICATIONS

Patent Number	Application Number	Filing Date	<u>Issue Date</u>
	15/457,067	March 13, 2017	
2	15/492,944	April 20, 2017	
	15/494,352	April 21, 2017	
	62/441,899	January 3, 2017	

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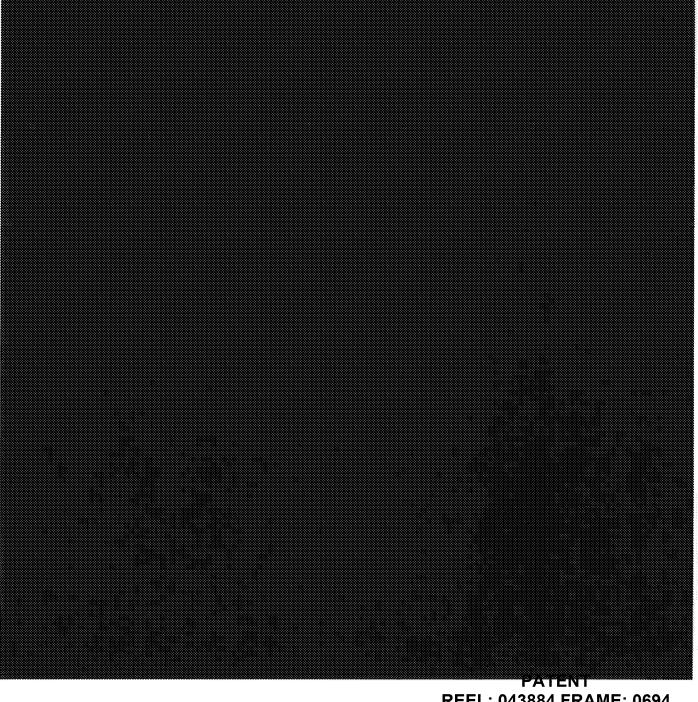
# CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY and NON-SOLICITATION AGREEMENT

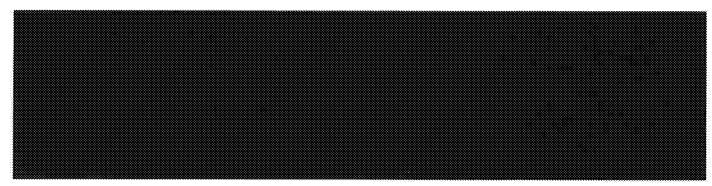
# California Employees

This Agreement, together with any attachments (collectively, the "Agreement") is dated and is between and Employer (as defined below).	26/12/244
and is between and Employer (as defined below).	

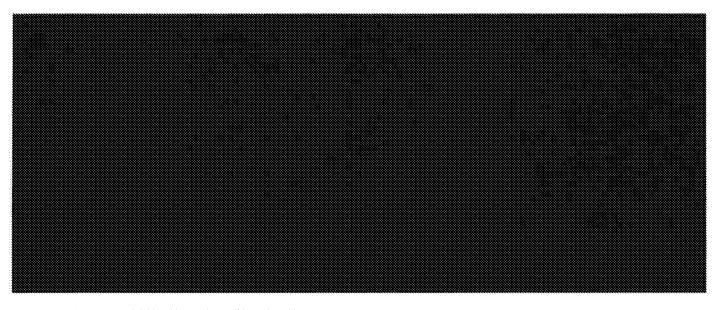
In accepting employment with Canon U.S.A., Inc., or with the subsidiary or affiliate of Canon U.S.A., Inc. named at the end of this Agreement (hereinafter referred to as "Employer"), I acknowledge that I have been fully advised of the nature and character of the business of Employer and of my duties as an employee of Employer.

I understand that the "DEFINITIONS" attached to this Agreement define the terms used throughout this Agreement and constitutes a material part of this Agreement.

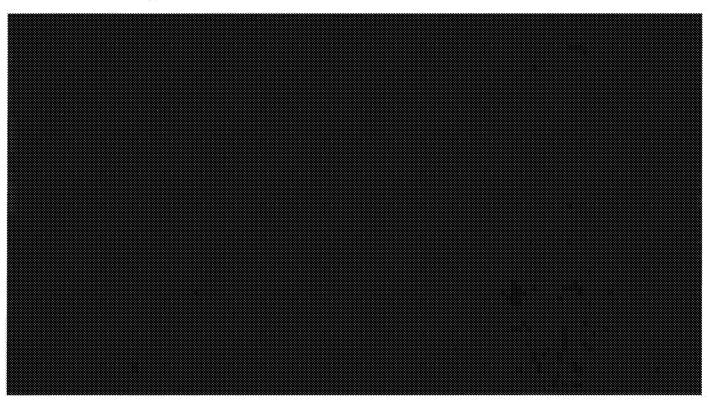




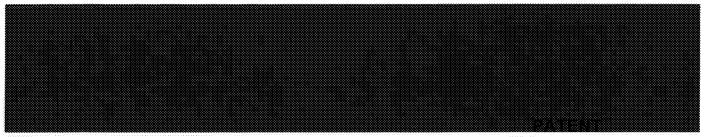
- 4. <u>Disclosure and Confidential Treatment of Intellectual Property</u>. Other than INVENTIONS that are subject to Paragraph 6, I will disclose to Employer promptly and fully all INTELLECTUAL PROPERTY as soon as I conceive such INTELLECTUAL PROPERTY. I understand that all INTELLECTUAL PROPERTY is considered CONFIDENTIAL INFORMATION until patented, copyrighted, registered as a trademark or service mark or published (and even thereafter to the extent that such INTELLECTUAL PROPERTY is not fully disclosed and available to the public as a result of patenting, copyrighting, registering as a trademark or service mark or publishing it). I will treat all such INTELLECTUAL PROPERTY, including the fact that such INTELLECTUAL PROPERTY exists, as CONFIDENTIAL INFORMATION in accordance with this Agreement. I will not publish, disseminate or otherwise disclose to anyone outside Employer any such information without first obtaining Employer's written consent.
- 5. Assignment of Rights. I will disclose to Employer, in the manner and form requested by Employer, all CONFIDENTIAL INFORMATION and INTELLECTUAL PROPERTY rights made or conceived by me, or INTELLECTUAL PROPERTY rights obtained by me, during my employment with Employer. I agree that all CONFIDENTIAL INFORMATION conceived by me during my employment with Employer and any INTELLECTUAL PROPERTY rights made or conceived by me during my employment with Employer shall, upon conception, be deemed "work made for hire" and be the sole and exclusive property of Employer, except as provided for in Section 6 or as otherwise noted in this Agreement, or as provided in a writing signed by both Employer and me. To the extent any INTELLECTUAL PROPERTY or CONFIDENTIAL INFORMATION may not, by operation of law, vest in Employer or be considered "work made for hire," I hereby assign to Employer exclusively all my rights in such CONFIDENTIAL INFORMATION and INTELLECTUAL PROPERTY, including the copyright and any renewals or extensions in the CONFIDENTIAL INFORMATION and INTELLECTUAL PROPERTY in perpetuity throughout the universe.
- 6. Patent Rights. I understand that state laws in certain states of the United States to which I might be assigned by Employer as my place of employment may provide certain limitations relating to the ownership of patentable INVENTIONS. To the extent appropriate, I acknowledge receipt of an addendum to this Agreement setting forth in more detail such rights and I understand that I bear the full burden of proving to Employer that an invention is subject to such state law. In any event, I agree that Employer shall be entitled to shop rights providing Employer with non-exclusive royalty-free, irrevocable sub-licensible license to any intellectual property which is not within the scope of INTELLECTUAL PROPERTY but which was conceived or made by me during the hours of my employment by Employer or with use of the facilities or materials of Employer or with use of any other information of Employer.
- 7. Additional Acts to Assist Employer. Both during the course of my employment with Employer and after my employment with Employer ends, I will do whatever is reasonably requested by Employer, at no cost to me and at the expense of Employer, to sign documents or perform other lawful acts to help Employer obtain, perfect and enforce Employer's rights throughout the world to the CONFIDENTIAL INFORMATION and INTELLECTUAL PROPERTY. However, I understand that I have completely assigned certain present and future rights to Employer by signing this Agreement, even if Employer does not require the signing of any additional documents or any additional acts in connection with such assignment of rights.

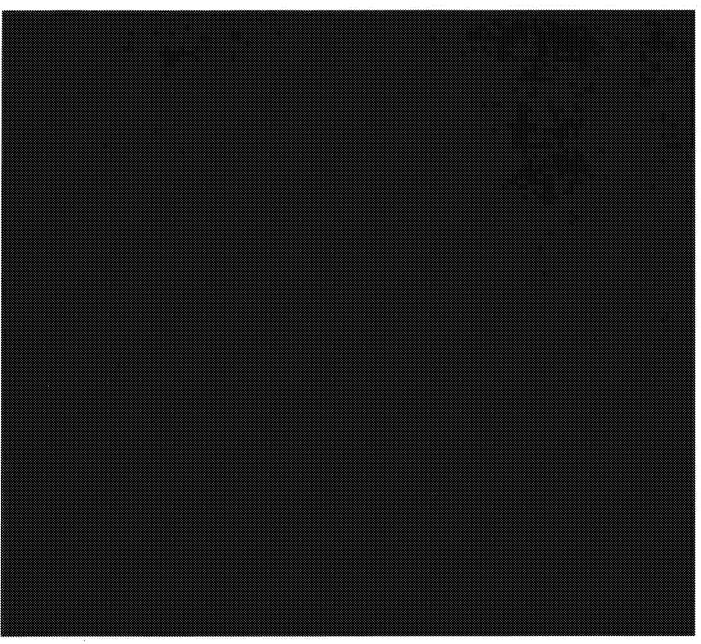


9. Obligations After Termination.



9.4 I recognize that CONFIDENTIAL INFORMATION and INTELLECTUAL PROPERTY relating to my activities while working for Employer made or conceived by me within one year after employment with Employer ends are likely to have been conceived while I was employed by Employer. Accordingly, I agree that such CONFIDENTIAL INFORMATION and INTELLECTUAL PROPERTY shall be presumed to have been conceived during my employment with Employer and are assigned to Employer in accordance with Sections 5, 6, and 7 of this Agreement unless and until I have established the contrary to Employer's reasonable satisfaction, acknowledged in writing by Employer.





14. <u>Successors and Assigns</u>. This agreement shall be binding upon and inure to the benefit of Employer, its successors and assigns, including, without limitation, any successor by merger.



EMPLOYEE UNDERSTANDS AGREEMENT. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTAND EACH AND EVERY PROVISION OF THIS AGREEMENT AND THE ATTACHED DEFINITIONS. I UNDERSTAND THAT I AM EMPLOYED ONLY BY THE COMPANY LISTED BELOW. I FURTHER UNDERSTAND THAT I AM FREE TO OBTAIN ADVICE FROM LEGAL COUNSEL OF MY CHOICE, AT MY EXPENSE, TO INTERPRET THE PROVISIONS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT, AND HAVE RECEIVED A COPY OF SAME FOR MY FILES.

Signature:

Print Name:

Residence:

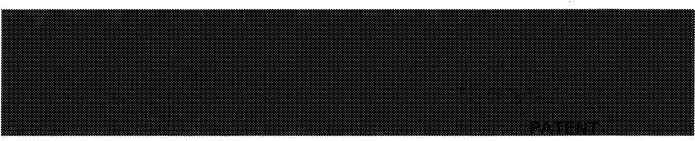
Employed by:

Date:

Scherestudy, NY 1230

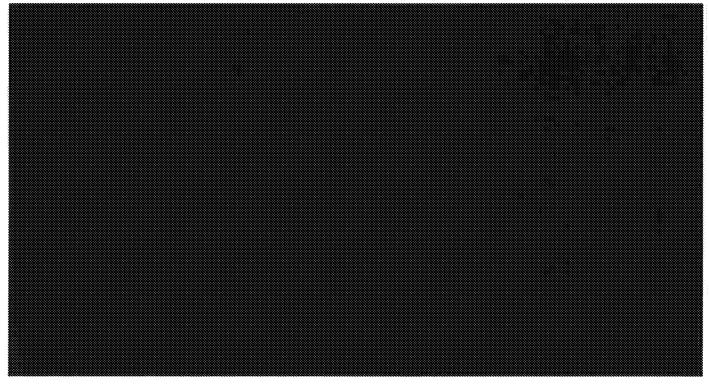
Company Name

06/12/2014



## DEFINITIONS.

The following terms shall have the following meanings in the CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY AND NON-SOLICITATION AGREEMENT:

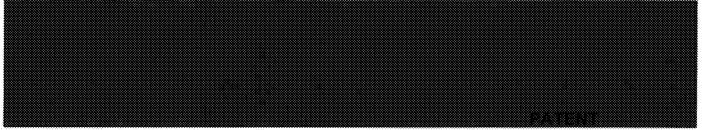


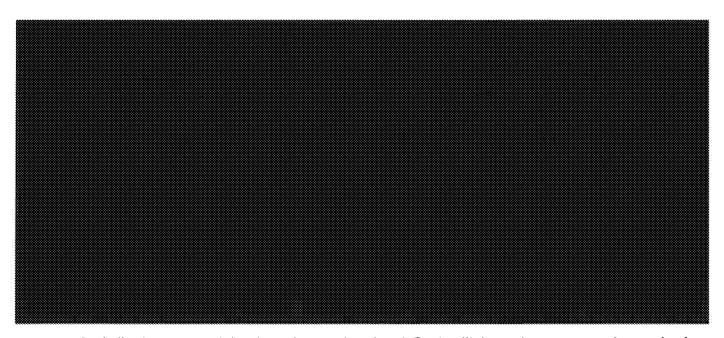
"INTELLECTUAL PROPERTY" means all INVENTIONS, DESIGNS, COPYRIGHT WORKS, MASK WORKS AND TRADEMARK/SERVICE MARK CONCEPTS (1) made or conceived by Employee (whether solely by Employee or jointly with others), (2) which relate to the actual or anticipated business of Employer, or entities related to Employer, or to the actual or anticipated research or development activities of Employer, or entities related to Employer, or are suggested by or as a result form any task assigned to Employee on behalf of Employer, and (3) which Employee made or conceived from the time Employee became employed by Employer until one year after Employee's employment with Employer ends, whether or not made or conceived during normal business hours and whether or not Employee used Employer resources.

"INVENTIONS" means all discoveries, concepts or ideas including, but not limited to, any process, machines, manufacture or composition of matter, art, contribution, contrivance, finding, or plant, or any improvement of any of the foregoing, whether or not patentable.









Capitalized terms used herein and not otherwise defined will have the same meaning as in the CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY AND NON-SOLICITATION AGREEMENT.

Please sign and	I date below to signify receipt	•
Signature:		
Print Name:	JIE YU	
Residence:		
	Schenertadu M	14 12301
Employed by:	Canon	
·	Company Name	
Date:	06/12/2-14	

PATENT REEL: 043884 FRAME: 0701

**RECORDED: 10/17/2017**