

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4738239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NAI-YUAN TANG	02/25/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ABILITY OPTO-ELECTRONICS TECHNOLOGY CO., LTD.	
<b>Street Address:</b>	2F., NO.33, KEYA RD., DAYA DIST.	
<b>City:</b>	TAICHUNG CITY,	
<b>State/Country:</b>	TAIWAN	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	15695845
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)621-7155	
<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>		
<b>Phone:</b>	7036217140	
<b>Email:</b>	mailroom@mg-ip.com,asc@mg-ip.com	
<b>Correspondent Name:</b>	MUNCY, GEISSLER, OLDS & LOWE, P.C.	
<b>Address Line 1:</b>	4000 LEGATO RD., SUITE 310	
<b>Address Line 4:</b>	FAIRFAX, VIRGINIA 22033	
<b>ATTORNEY DOCKET NUMBER:</b>	5496/0178PUS1	
<b>NAME OF SUBMITTER:</b>	JOE MCKINNEY MUNCY	
<b>SIGNATURE:</b>	/Joe McKinney Muncy/	
<b>DATE SIGNED:</b>	12/17/2017	
<b>Total Attachments: 9</b>		
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VERIFICATION OF TRANSLATION

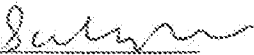
The undersigned hereby declares the following:

That I am knowledgeable in Chinese and English. That I have reviewed the Employment Agreement between NAI-YUAN TANG and ABILITY OPTO-ELECTRONICS TECHNOLOGY CO., LTD. and verify that the attached document is an accurate translation thereof.

All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true. Further, these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2017/06/01

Date



Signature

SALLY I.C. WU

Typed or Printed Name

Muncy, Geissler, Olds & Lowe, PLLC

## Employment Agreement

THIS AGREEMENT is made between Ability Opto-electronics Technology Co., Ltd. (hereinafter referred to as "Party A") and Nai-Yuan Tang (hereinafter referred to as "Party B").

WHEREAS Party A desires to obtain the benefit of the services of Party B, and Party B desires to render such services. Both parties agree as follows:

### Article 1 Job Title and Duties

The job title and duties of Party B when entering this Agreement shall be based on the contents of employment notification given by Party A and Party B shall agree that Party A has the right to adjust the job title and duties of Party B according to development of the company, business needs, and expertise and work conditions of Party B.

### Article 2 Probation Period

The probation period of Party B shall be [three months] and within the probation period or when it matures, if Party B is found not capable for the job duties and Party A decides not qualified or determines any violation, Party A shall have the right to inform Party B to terminate the Agreement immediately.

### Article 3 Salary and Benefit

Salary payment of Party B shall be based on the contents of employment notification given by Party A, and Party A will provide the salary according to Party A's accounting operations.

Party B shall agree to keep personal salary, allowance, bonus information confidential and employees shall not inquire others' payment information and disclose the said information on their own.

Bonuses or other benefits and incentive measures of Party B shall follow work rules of Party A.

Party A shall have the right to adjust Party B's salary, bonuses, benefits and incentive measures on a regular basis or from time to time according to operations of Party A and legal requirements.

#### Article 4 Obligations to Inform

When entering this Agreement, Party A shall be informed of its legal or contractual obligations to others about not to use, disclose, or deliver Party B or others' intellectual properties. If Party B has the obligations to others for not being able to engage in special behaviors within the certain period of time in a certain work field, Party B shall inform Party A in advance.

#### Article 5 Services Basis

Party B shall implement duties assigned by Party A and observe Party A's work rules and internal rules (including those enacted before and after starting work for the company), Party A's instructions, and requirements of relevant orders with the best effort to protect Party A's right. Party A shall not involve in any activities violating to rules and regulations or harmful to Party A's work and activities.

#### Article 6 Confidentiality

Party B shall agree during the employment period with Party A, Party B shall keep all confidential information of Party A acquired or obtained including but not limited to inspiration of art and craft creation, design, customer name lists, quotations, meeting minutes, and information related to Party A's trading activities or art and craft creation confidential. Without the written approval of Party A, Party B shall not duplicate, disclose, inform, deliver, or transfer the said information to any third party. The said confidential information includes that obtained or known to Party A with contractual and legal confidential obligations.

Without the written authorization of the previous employer/employers of Party B or Intellectual Property Rights (IPR), during implementing job duties for Party A, Party B shall not reproduce, duplicate, copy, quote, use or infringe confidential information belonging to the previous employer/employers of Party B or IPR; Party B shall also guarantee not to disclose other's confidential information for the use of Party A.

If during the employment, Party B violates this Provision, Party B shall be handled with internal rules or work rules of Party A. When there is serious violation, Party A shall have the right to immediately terminate this Agreement and claim for compensations for all arising losses. Obligations of this Provision shall continuously be effective after this Agreement terminates, ends, or matures.

#### Article 7 Ownership of Documents and Goods

Both parties shall agree various documents or media recorded in any forms including notes, information, reference documents, diagrams with confidential information shall belong to Party A and during the employment, the ownership of objects containing in materials, tools, creation results given by Party A shall belong to Party A.

When leaving the job or as requested by Party A, Party B shall immediately return the said information or documents, duplicate copies and objects to Party A or its designated person.

#### Article 8 Intellectual Property Rights (IPR)

During the employment, creation that has completed and not completed related to Party B's job and duties shall be owned by Party A and Party B shall coordinate with Party A to complete relevant registration or take protective measures.

During work services, when Party B use equipment and facility/facilities of Party A, is instructed by Party A or based on information provided by Party A to produce creation, creation outcomes shall belong to those created when carrying out job duties. If during the employment, Party B produces creation related to businesses of Party A and Party B believes the creation does not related to job duties, it shall inform Party A in writing within ten days after the creation is made for mutual negotiation and confirmation or the said creation shall be regarded to relate to job duties.

Party B shall guarantee all creations made during the employment shall be made independently and do not infringe others' IPRs. Party B shall guarantee during the

employment he will not produce or use unauthorized computer software or applications. Any use or reproduction of computer software or applications protected by copyright or others' IPRs shall comply with administrative management rules enacted by Party A. Party B shall also agree to accept internal auditing and information safety inspection for Party A's purpose of prevention from unauthorized production and use of computer software and applications.

If Party A is claimed, asked, or requested by any third party for compensation due to infringement via the civil and legal litigation or claims of any legal rights, Party B shall compensate Party A all losses and costs arising and Party A shall have the right to immediately terminate this Agreement.

#### Article 9 Non-competition

Party B shall not during the Agreement period demonstrate any behavior below without the written agreement of Party A:

1. Use his own or others' name to participate or manage products or services that directly compete with Party A;
2. Use his own or others' name to invest in the same or similar businesses with Party A's (including direct investment, indirect investment or any other investment formats);
3. Work for a company that engages in the same or similar businesses with Party A's as an employee, entrusted person, or advisor;
4. Accept others' request to work for the creation or design of art and crafts;
5. Infringe to trade secrets of Party A

If Party B violates the said agreements, Party A shall have the right to request Party B to use profits gained due to violation behaviors for the compensation of Party A's losses. If Party B has not stop the said behaviors and made improvement after notified by Party A, Party A shall have the right to terminate this Agreement.

#### Article 10 Termination of the Employment Agreement

Unless requested by laws or additional rules, if Party B would like to terminate this Agreement, he shall notify Party A in writing within 30 days. If Party B

seriously violate this Agreement, Party A shall have the right to terminate this Agreement without prior notification.

When both parties terminate the employment relationship, Party B shall proceed transfer procedures according to the internal rules of Party A. Before the completion of transfer procedures, Party B shall continuously provide Party A labor services and shall not claim payment or other fees from Party A.

#### Article 11 Governance

Both parties agree that when any disputes arising from this Agreement and there is a need for litigation, they shall be governed by Taichung District Court.

**\* Party B has read and understood all the contents of this Agreement and agree to enter this Agreement based on free will.**

By

Party A: Ability Opto-electronics Technology Co., Ltd.

Representative: Chung-Ho Lin

Telephone Number: 04-25659888

Address: F2, #33, Keya Rd., Daya District, Taichung City

Party B: Nai-Yuan Tang

National Identification Card Number: F123561673

Telephone Number: 0423121018

Address: 10F-2, #156, Sichuan Rd., Situn District, Taichung City

February 25, 2014



## 員工聘僱合約書

立約人：先進光電科技股份有限公司（以下稱「甲方」）

唐迺元（以下稱「乙方」）

緣甲方擬聘僱乙方，乙方同意接受聘僱，雙方協議訂定下列條款，以茲遵守：

• 第一條 職位與職務

乙方簽約時之職位與職務，依甲方於聘用時通知為準，並同意甲方得視公司發展、業務需要或乙方之專長、工作狀況調整之。

• 第二條 試用期間

乙方之試用期間為【三個月】，試用期間內或期滿時，乙方不能勝任其職務、經甲方考核不合格或有違約事由時，甲方得立即通知乙方終止本合約。

• 第三條 薪資及福利

乙方之薪資數額依甲方於聘用時之通知為準，每月薪資按甲方會計作業規定給付。

乙方同意個人所領薪資、津貼及獎金等應加以保密，員工間不得相互詢問，亦不自動透露。

乙方之獎金或其他福利、獎勵措施，均以甲方工作規則為準。

甲方得對乙方之薪資、獎金、福利與獎勵措施等，依甲方營運狀況及法令規定，定期或不定期調整之。

第四條 告知義務

乙方於簽訂本合約時，應告知甲方其對他人所負法令上或契約上不得使用、洩漏或交付自己或他人智慧財產權之義務。如對他人負有一定期間、一定工作領域不得為特定行為者，亦應事先告知甲方。

第五條 服務基準

乙方應依甲方指派之職務，遵守甲方工作規則及內部規章（包括到職前訂定及到職後修改者），甲方之指示及相關法令執行職務，並應盡力保護甲方之利益，不得從事任何違反法令或不利甲方之工作或活動。

第六條 保密義務

乙方同意對其於受僱期間所知悉或所持有之甲方機密資訊，包括但不限於工藝創作之發想、設計、客戶名單、報價資料、會議紀錄及與甲方營業活動或工藝創作相關之資料，負保密義務。非經甲方書面同意，不得任意重製、洩漏、告知、交

付或移轉予任何第三人。前述機密資訊包括甲方所持有或知悉依契約或法令對他人負有保密義務之機密資訊。

非經乙方前僱主或有智慧財產權之書面授權，乙方就其在甲方之職務行為，絕不轉載、複製、抄襲、引用、使用或侵害任何專屬於乙方前僱主或有智慧財產權之機密資訊；乙方並保證不將他人之機密資訊揭露予甲方使用。

若乙方於在職期間違反本條規定者，應依甲方之內部規章或工作規則處理，情節嚴重時，甲方並得立即終止本合約，並向乙方請求因此所生之損害賠償。

本條義務於本合約解除、終止或屆滿後仍繼續有效。

#### 第七條 文件及物品所有權

雙方同意所有記載或含有機密資訊之筆記、資料、參考文件、圖表等各種文件或媒體之所有權皆歸甲方所有，乙方於任職期間由甲方所交付之各種材料、工具、創作成果等物品之所有權亦屬甲方所有。

乙方於離職或經甲方請求時，應立即交還前述資料或文件、其所有複製本及物品予甲方或其指定之人。

#### 第八條 智慧財產權

乙方於受僱期間，就其職務上或與職務有關所產生之創作及未完成之創作，其智慧財產權均屬於甲方所有，應配合甲方完成相關登記或權利保全措施。

乙方於工作時間、利用甲方之設備、設施、受甲方指示或依據甲方所提供之資訊創作之產出，均屬前項職務上之創作。若乙方於受僱期間內，產出與甲方業務有關之創作，其認為非屬本條之職務上創作，應於創作完成後十日內以書面告知甲方，由雙方協商確認。否則即視為本條之職務上創作。

乙方保證其於受僱期間所為之一切創作，均係由其自行創作，並未侵害他人之智慧財產權。乙方保證其於受僱期間，不製作或使用未經授權的電腦軟體或應用程式。任何使用或重製有著作權或其他智慧財產權所保護的電腦軟體或應用程式之行為，均需符合甲方所訂相關行政管理規範，乙方亦同意接受甲方為預防非經授權而製作或使用電腦軟體或應用程式之目的，所實施的內部稽查與資訊安全檢查。

若甲方因乙方之侵權行為遭第三人請求、索賠、提出民、刑事訴訟或主張任何法律上之權利，乙方應賠償甲方因此所生之全部損失與費用，且甲方得立即終止本合約。

#### 第九條 競業禁止

乙方於本合約存續期間，非經甲方書面同意，不得有下列行為：

1. 以自己或他人名義從事或經營與甲方直接競爭之商品或服務。
2. 以自己或他人名義投資(包括直接投資、間接投資或任何其他投資形式)與甲方業務相同或類似之事業。

3. 於與甲方從事相同或類似業務之公司或事業擔任受僱人、受任人或顧問。
4. 接受他人委託從事工藝品之創作或設計。
5. 侵害甲方之營業秘密行為。

乙方違反前項約定者，甲方得請求乙方因違約行為所得之利益，作為甲方之損害賠償，乙方如經甲方通知停止前述行為而仍未改正時，甲方並得終止本合約。

#### 第十條 終止聘僱合約

除法令或契約另有規定者外，乙方如欲終止本合約，應於三十日前以書面通知甲方。乙方有重大違反本合約時，甲方得不經預告終止本合約。

雙方合約關係終止時，乙方應依甲方內部規章辦理移交程序，就移交程序未完成前繼續提供之勞務，並不得向甲方請求報酬或其他費用。

#### 第十一條 合意管轄

關於本合約引起之糾紛，如有訴訟必要時，雙方合意以【台中】地方法院為第一審管轄法院。

※乙方已閱畢並了解本合約之全部約定內容，並於自由意志下簽署本合約。

立約人

甲 方：先進光電科技股份有限公司

代表人：林忠和

電 話：04-25659888

地 址：台中市大雅區科雅路 33 號 2 樓

乙 方：唐 運 元

身分證字號：7123561673

電 話：0923121018

地 址：台中市西屯區四川路156號10F-2

中 華 民 國 103 年 2 月 25 日