

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4891055

<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>
LEI LIU	09/21/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TYCO ELECTRONICS (SHANGHAI) CO., LTD.
<b>Street Address:</b>	F/G SECTION, 1/F BUILDING 15, 999 YINGLUN ROAD
<b>Internal Address:</b>	PILOT FREE TRADE ZONE
<b>City:</b>	SHANGHAI
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	200131
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14910561
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)332-9081
<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>	6123325300
<b>Email:</b>	cmanthie@merchantgould.com
<b>Correspondent Name:</b>	STEVEN C. BRUESS
<b>Address Line 1:</b>	P.O. BOX 2903
<b>Address Line 2:</b>	MERCHANT & GOULD PC
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-0903
<b>ATTORNEY DOCKET NUMBER:</b>	02316.4556USWO
<b>NAME OF SUBMITTER:</b>	STEVEN C. BRUESS
<b>SIGNATURE:</b>	/Steven C. Bruess/
<b>DATE SIGNED:</b>	03/29/2018
<b>Total Attachments: 7</b>	
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source=2018-03-29-Employment-Agreement-LEI#page7.tif

## 泰科电子有限公司

### 员工保密和发明创造转让协议

部分考虑到受雇于泰科电子有限公司或其任何关联公司或附属公司（以下统称为“泰科电子”），以及该雇佣关系下应当履行的义务，包括我可以接触到的泰科电子、其客户和供应商的机密信息以及泰科电子的商业机会，我同意如下：

1. **泰科电子机密信息。**“泰科电子机密信息”是指由泰科电子开发、创造或发现的，对泰科电子商业有价值的，并且不为泰科电子竞争者或大众所知晓的或以其它方式为泰科电子所专有或保密的信息。泰科电子机密信息可包括（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、商业开发机会、销售方法、发明创造、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。
2. **保密义务。**我同意，无论在我受雇于泰科电子期间还是离职之后都会对泰科电子机密信息进行保密。我同意，除非因履行我的职责需要和作为泰科电子员工的义务，在保护符合本协议条款的泰科电子机密信息的条件下，只要泰科电子机密信息仍未公开，就不会披露、记录或以任何方式使用该信息。我同意在未取得泰科电子授权代表同意前，不会将泰科电子机密信息从泰科电子的设施或其占有状态下转移或以其它方式传送。并且，我同意对任何第三方信息进行保密，包括（但不限于）泰科电子从客户、潜在客户和供应商处得到的信息，该信息是我有权接触到的受泰科电子与第三方之间的保密协议保护的信息。
3. **泰科电子财产。**所有泰科电子机密信息，以及在世界任何地方与泰科电子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）是并且应当是泰科电子独占且排他的财产。我谨此将所有我可能在泰科电子机密信息和相关权利中拥有或获得的权利、所有权和利益转让于泰科电子。我同意在我受雇于泰科电子的最后一天或之前将所有泰科电子机密信息，包括其所有副本或计算机记录与任何其它泰科电子的财产一起移交给泰科电子，并同意之后不再将该机密信息作书面记录，也不再使用该机密信息。
4. **忠诚。**我同意无时无刻不为泰科电子的利益引导自己行事，决不故意做出不符合泰科电子最大利益的行为，并且避免在没有事先获得

泰科电子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泰科电子业务相关或冲突的任何事项方面的工作或服务，包括自雇。

5. **发明创造。**我同意无论在我受雇于泰科电子期间还是离职之后所有因由我代表泰科电子进行的工作或是利用泰科电子的物质技术条件而产生的发明创造，包括但不限于改进和所有专有技术、生产过程、技术、配方、设想、电路图、设计、商标、商业秘密和可受知识产权保护的作品（“发明创造”）应为泰科电子独占的财产。

我同意所有因由我代表泰科电子进行的工作或接触泰科电子机密信息或财产而产生的发明创造，包括但不限于改进和所有专有技术、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（“发明创造”）应为泰科电子独占的财产。我同意无论在我受雇于泰科电子期间还是离职之后，及时向泰科电子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，来源于泰科电子机密信息的所有发明创造。

我谨此确定并同意向泰科电子或其指定方转让我对所有发明创造的权利和利益，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发明创造的知识产权保护的权利。我同意签署所有为完成该知识产权并将该等权利转让与泰科电子或其指定方所合理必须的所有文件。我还同意在我受雇佣期间以及离职后十二（12）个月内协助泰科电子获得、保护和/或实施专利、著作权或其他形式的发明创造（费用由泰科电子承担）。

6. **专利申遗。**作为泰科电子的员工，在涵盖以本人为发明人的任何发明创造的任何原始专利申请提交之后，我有资格参加任何适用的泰科电子发明人奖励计划。
7. **排除的发明创造。**附件中所列的是所有我在受雇于泰科电子之前构思和/或产生的并且希望排除在本协议之外所有发明创造。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创造。
8. **前雇主信息。**我声明本人作为泰科电子员工对本协议的所有条款的履行没有并且不会违反任何在我受雇于泰科电子之前对于我秘密地或因受托而得到的机密或专有信息、知识或数据进行保密的协议。
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泰科电子，也不会直接或间接鼓励任何客户或供应商避免或停止与泰科电子做生意。
10. **非雇佣合同。**我同意本协议不是一份雇佣合同，并且不设立任何雇佣、续聘、升职或重新分派职务的权利。我也理解本协议中任何内

容都不得改变我与泰科电子在此之前所确立的雇佣关系。

11. 适用法律和争议解决。本协议应由我雇主所在地的法律管辖，并根据其解释。与本协议相关的任何争议应提交给我雇主所在地的法院进行裁判。
12. 可分割条款。如果本协议中包含或引用的任一条或多条的条款或其部分因任何原因应为无效、违法或不可执行，这类情况不应影响本协议其他条款，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、违法或不可执行条款的方式加以理解。
13. 条款的修改。如果任何有管辖权的法院认定本协议任何条款不可执行，协议双方同意法院应该对该条款进行使该条款可执行的最小程度的修改。
14. 律师费用和补偿。如果出现与本协议相关的诉讼，胜诉方应有权要求赔偿实际发生的合理的律师费用和其他费用。任何一方可以申请禁止令以制止另一方任何实际的或潜在的违约。
15. 可转让性。泰科电子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任何泰科电子的关联公司、附属公司、母公司或继承公司；然而，任何泰科电子的其受益于本协议的母公司、附属公司或关联公司，，可以直接执行本协议而无须得到本协议的转让。
16. 完整协议。本协议构成了协议双方之间关于本协议中目标事项的完整协议。除非由你和泰科电子正式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。

我确认泰科电子将保护泰科电子机密信息、由泰科电子从第三方处秘密收到的机密信息以及泰科电子的发明创造视为是对泰科电子至关重要的。我进一步确认泰科电子在雇佣我时信赖我会尊重保护这类泰科电子机密信息和发明创造的责任，并授权我可以接触到泰科电子的机密信息、第三方的机密信息以及泰科电子的商业机会。相应地，在签署本协议之际，我表示我愿意受本协议条款的约束。

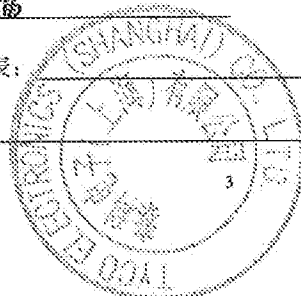
我没有，并且我同意不会签署与本协议或与我和泰科电子的雇佣关系相冲突的任何协议，无论该协议是书面的还是口头的。

员工姓名（印刷体）：刘蕾 员工号码：\_\_\_\_\_

员工签名：刘蕾 日期：2009/9/21

泰科电子授权代表：\_\_\_\_\_

日期：\_\_\_\_\_



**TYCO ELECTRONICS LIMITED**  
**EMPLOYEE CONFIDENTIALITY AND INVENTION-CREATION ASSIGNMENT**  
**AGREEMENT**

In partial consideration of my employment by Tyco Electronics Limited or any affiliate or subsidiary of Tyco Electronics Limited (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 customer 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, 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 development opportunities, sales methods, Inventions-creations, trade secrets, ideas, research and development activities and plans, and employee and/or personnel information, including compensation, skills, and areas of expertise.
  
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. 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, to which I am given access that is covered by a confidentiality agreement between TE and the third party, adhering to 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, 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 and agree thereafter not to make any written record of such Confidential Information not to make use of such confidential Information.

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 TE business without the prior written consent of an authorized TE representative.
  
5. **Inventions-creations.** I agree, both during and after my employment with TE, that all inventions-creations, including, but not limited to, improvements, and all know-how, processes, techniques, formulas, ideas, circuits, designs, trademarks, trade secrets, and copyrightable works ("Inventions-creations") which relates to work performed by me on behalf of TE or results from using the material and/or technical means of TE, shall be the property solely of TE.  
I agree that all inventions-creations, including, but not limited to, improvements, and all know-how, processes, techniques, formulas, ideas, circuits, designs, trademarks, trade secrets, and copyrightable works ("Inventions-creations") which result from access to TE Confidential information or property, 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 inventions-creations that I, either solely or jointly with others, make, author, discover, develop, conceive, and/or reduce to practice derived from TE Confidential Information. I hereby assign and agree to assign to TE or its designee, without further consideration, my entire right and interest in and to all Inventions-creations, including all rights to obtain, register, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions-creations. 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. I further 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 Inventions-creations.
  
6. **Patent Applications.** As a TE employee, after the filing of any original patent application covering any invention of which I am a named inventor, I am eligible to participate in any applicable TE inventor award program.
  
7. **Excluded Inventions-creations.** Attached is a list of all inventions-creations 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. If not list is attached to this Agreement, no inventions-creations 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, or data 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. I also understand that nothing in this Agreement alters my employment with TE.
11. **Governing Law and Dispute Resolution.** This agreement shall be governed by and construed under the laws of the jurisdiction in which my employer is located. Any disputes in connection with this Agreement shall submit to the court at the domicile of my employer.
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.** If there is litigation related to this Agreement, the prevailing party will be entitled to recover attorneys' fees and other costs actually and reasonable incurred. Either party may seek an injunction to restrain any actual or threatened breach of this Agreement by the other.
15. **Assign ability.** TE may assign its rights hereunder in connection with a transfer of all or any part of its business operations or otherwise to any affiliate, subsidiary, parent



or successor of TE; however, any corporate parents, subsidiaries or affiliates TE, which is benefited by this Agreement, may enforce this Agreement without need for any assignment of this Agreement.

16. **Entire Agreement** This Agreement 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 a duly authorized representative of TE:

I acknowledge that TE regards the safeguarding of TE Confidential Information, the confidential information of third parties that TE receives in confidence, and TE inventions-creations 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 and Inventions-creations in employing me, and is entrusting me with access to TE Confidential Information, the confidential information of third parties, 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>Lily Liu</u> Employee's Name (Print)	_____ Employee Number
<u>Lily Liu</u> Employee's Signature	<u>2009/9/21</u> Date
_____ TE Authorized Agent	_____ Date

