# Patent Assignment Cover Sheet

**SUBMISSION TYPE:** NEW ASSIGNMENT  
**NATURE OF CONVEYANCE:** ASSIGNMENT

### CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.C. LIANG</td>
<td>06/01/1999</td>
</tr>
<tr>
<td>JERRY CHUNG</td>
<td>03/20/2001</td>
</tr>
<tr>
<td>DAVID CHEN</td>
<td>01/15/2001</td>
</tr>
</tbody>
</table>

### RECEIVING PARTY DATA

- **Name:** SIPIX IMAGING INC.  
- **Street Address:** 47485 SEABRIDGE DR  
- **City:** FREMONT  
- **State/Country:** CALIFORNIA  
- **Postal Code:** 94538

**PROPERTY NUMBERS Total: 1**

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Number</td>
<td>12351611</td>
</tr>
</tbody>
</table>

### CORRESPONDENCE DATA

- **Fax Number:** (510)743-2894  
  *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:** 5107432813  
- **Email:** IP@eink.com  
- **Correspondent Name:** E INK CALIFORNIA, LLC  
- **Address Line 1:** 47485 SEABRIDGE DR  
- **Address Line 4:** FREMONT, CALIFORNIA 94538

**ATTORNEY DOCKET NUMBER:** F-0019CON  
**NAME OF SUBMITTER:** SAMMI LIU  
**SIGNATURE:** /Sammi Liu/  
**DATE SIGNED:** 09/24/2018

Total Attachments: 10

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source=F-0019CIP4_Assignment_asfiled#page4.tif
SiPix

Employee Agreement With Respect To Inventions And Other Intellectual Property

In consideration and as part of the terms of employment of ___________ (the Employee), by SiPix Imaging, Inc. (SiPix) and the mutual understanding hereinafter set forth, it is agreed by the parties hereto as follows:

1. "SiPix" means SiPix Imaging, Inc. and any entity or organization now or hereafter owned or controlled by SiPix Imaging, Inc.

2. "Subject Invention" means any invention, improvement or discovery, whether or not patentable, other than those identified in any duly executed amendment hereof, which arises out of or is related to the existing or reasonably foreseeable business interest of SiPix, and which during the period of said employment is (a) conceived by the Employee either solely or jointly with others or (b) first actually reduced to practice by or for SiPix.

3. "SiPix Proprietary Information" means all information concerning SiPix's design, manufacture, use, purchase or sale of its products or materials, such as may be contained in but not limited to, SiPix's manufacturing methods, process, techniques, treatment or chemical composition of material, plant layout, tooling, and marketing plans or proposals, all to the extent that such information is not readily or generally known outside of SiPix, or has not been made available to others by SiPix on an unrestricted basis.

4. "Master Subject to Copyright" means any original work of authorship of the Employee including a mask work fixed in a semiconductor chip product arising out of or relating to the existing or reasonably foreseeable business interests of SiPix or which is otherwise within the scope of said employment and which during that period of employment is fixed in any tangible medium of expression now known or later developed from which such work can be perceived, produced or otherwise communicated either directly or with the aid of a machine or device.

5. "SiPix Intellectual Property" means Subject Invention, SiPix Proprietary Information and Master Subject to Copyright, either severally, or collectively in any combination thereof.

6. It is contemplated that in the course of said employment the Employee may make, create, produce, compose and/or obtain knowledge of SiPix Intellectual Property and may obtain knowledge of confidential or proprietary information or material of third parties with which SiPix has been entrusted.

7. All SiPix Intellectual Property is and shall remain the sole and exclusive property of SiPix, unless expressly released in writing at SiPix's sole discretion. The Employee shall disclose all SiPix Intellectual Property generated by the Employee promptly, completely, and in writing to SiPix and to such others and under such conditions as may be designated by SiPix.

8. The Employee shall:
(a) execute all documents requested by SiPix for formally confirming in SiPix the entire right, title and interest in and to (1) all SiPix Intellectual Property and (2) all patent applications filed and all patents issuing on Subject Inventions.
(b) execute all documents requested by SiPix for filing and prosecuting such patent applications as SiPix may desire covering such Subject Inventions; and
(c) give to SiPix all assistance it reasonably requires in order to protect its rights in SiPix Intellectual Property.

9. The Employee's obligation to perform the acts specified in Paragraph 8 above shall not expire with the termination of said employment. However, SiPix shall pay the Employee at a rate not exceeding the rate at which the Employee actually spends in the performance of the acts specified in Paragraph 8 above at SiPix's written request after termination of said employment, and shall reimburse the Employee for reasonable expenses necessarily incurred by the Employee in connection with such acts.

10. All documents, records, models, prototypes and other tangible evidence of SiPix Intellectual Property which shall at any time come into the possession of the Employee shall be the sole and exclusive property of SiPix, shall be surrendered to SiPix upon termination of said employment or upon request at any other time.

11. The Employee shall not, either during or after said employment, divulge to anyone or use for the Employee's own or another's benefit any of said SiPix Proprietary Information or said confidential or proprietary information or material of any third party, except as required in the Employee's duties to SiPix or unless duly authorized in writing by an Officer of SiPix.

12. The Employee represents and warrants that the Employee has not entered into, and will not enter into, any agreement inconsistent herewith.

13. The Employee shall not disclose to SiPix nor induce SiPix to use any confidential or proprietary information or material belonging to others.

14. This Agreement, receipt of a copy of which is hereby acknowledged by the Employee, is the entire agreement between the parties concerning the subject matter hereof and merges and supersedes all prior oral or written communications, representations, understandings, or agreements with SiPix or any officer or representative thereof concerning such subject matter.

Signed at ___________, MA, this 1st day of June, 1999

__________________________
(Employee)

SiPix Imaging, Inc.
By ____________

PATENT
REEL: 046953 FRAME: 0389
SiPix, Inc.

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In partial consideration and as a condition of my employment or continued employment with SiPix, Inc., a Delaware corporation (which together with any parent, subsidiary, affiliate, or successor is hereinafter referred to as the "Company"), and effective as of the date that my employment with the Company first commenced, I hereby agree as follows:

1. Noncompetition.

During my employment with the Company, I will perform for the Company such duties as it may designate from time to time and will devote my full time and best efforts to the business of the Company and will not, without the prior written approval of (i) an officer of the Company if I am not an executive officer of the Company or (ii) the Board of Directors of the Company if I am an executive officer of the Company, (a) engage in any other employment, occupation or consulting, or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer, or competitor of the Company.

2. Nonsolicitation.

During the term of my employment by the Company, and for twelve months thereafter, I shall not directly or indirectly, without the prior written consent of the Company, solicit, recruit, encourage or induce any employees, directors, consultants, contractors or subcontractors of the Company to leave the employ of the Company, either on my own behalf or on behalf of any other person or entity.

3. Confidentiality Obligation.

I will hold all Company Confidential Information in confidence and will not disclose, use, copy, publish, summarize, or remove from the premises of the Company any Confidential Information, except (a) as necessary to carry out my assigned responsibilities as a Company employee, and (b) after termination of my employment, only as specifically authorized in writing by an officer of the Company. "Confidential Information" is all information related to any aspect of the business of the Company which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company, whether of a technical nature or otherwise. Confidential Information includes inventions, disclosures, processes, systems, methods, formulae, devices, patents, patent applications, trademarks, intellectual properties, instruments, materials, products, patterns, compilations, programs, techniques, sequences,
designs, research or development activities and plans, specifications, computer programs, source codes, mask works, costs of production, prices or other financial data, volume of sales, promotional methods, marketing plans, lists of names or classes of customers or personnel, lists of suppliers, business plans, business opportunities, or financial statements.

4. **Information of Others.**

I will safeguard and keep confidential the proprietary information of customers, vendors, consultants, and other parties with which the Company does business to the same extent as if it were Company Confidential Information. I will not, during my employment with the Company or otherwise, use or disclose to the Company any confidential, trade secret, or other proprietary information or material of any previous employer or other person, and I will not bring onto the Company’s premises any unpublished document or any other property belonging to any former employer without the written consent of that former employer.

5. **Company Property.**

All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies and in whatever form, relating to the business of the Company that I possess or create as a result of my Company employment, whether or not confidential, are the sole and exclusive property of the Company. In the event of the termination of my employment, I will promptly deliver all such materials to the Company and will sign and deliver to the Company the “Termination Certificate” attached hereto as Exhibit A.

6. **Ownership of Inventions.**

All inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, mask works, developments, processes, techniques, improvements, and related know-how which result from work performed by me, alone or with others, on behalf of the Company or from access to the Company Confidential Information or property whether or not patentable, copyrightable, or qualified for mask work protection (collectively “Inventions”) shall be the property of the Company, and, to the extent permitted by law, shall be “works made for hire.” I hereby assign and agree to assign to the Company or its designatee, without further consideration, my entire right, title, and interest in and to all Inventions, other than those described in Paragraph 7 of this Agreement, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions. I will disclose promptly and in writing to the individual designated by the Company or to my immediate supervisor all Inventions which I have made or reduced to practice. During my employment and for four years after, I will assist the Company (at its expense) to obtain and enforce patents, copyrights, mask work rights, and other forms of intellectual property protection on Inventions.
7. *Excluded Inventions.*

Attached as Exhibit B is a list of all inventions, improvements, and original works of authorship which I desire to exclude from this Agreement, each of which has been made or reduced to practice by me prior to my employment by the Company. I understand that this Agreement requires disclosure, but not assignment, of any invention that qualifies under Section 2870 of the California Labor Code, which reads:

"Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

a) relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer, or

b) result from any work performed by the employee for the employer."


I represent that there are no other contracts to assign inventions that are now in existence between any other person or entity and me. I further represent that I have no other employments, consultancies, or undertakings which would restrict and impair my performance of this Agreement.

9. *Agreements with the United States Government and Other Third Parties.*

I acknowledge that the Company from time to time may have agreements with other persons or with the United States Government or agencies thereof which impose obligations or restrictions on the Company regarding Inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.


I agree that unless specifically provided in another writing signed by an officer of the Company and me, my employment by the Company is not for a definite
period of time. Rather, my employment relationship with the Company is one of employment at will and my continued employment is not obligatory by either the Company or me.

11. Miscellaneous.

11.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California excluding those laws that direct the application of the laws of another jurisdiction.

11.2 Enforcement. If any provision of this Agreement shall be determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement, shall be deemed valid, and enforceable to the full extent possible.

11.3 Injunctive Relief; Consent to Jurisdiction. I acknowledge and agree that damages will not be an adequate remedy in the event of a breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company and without the necessity of posting a bond) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. I hereby submit myself to the jurisdiction and venue of the courts of the State of California for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by first class mail, certified or registered, to my address as last appearing on the records of the Company.

11.4 Arbitration. I further agree that the Company, at its option, may elect to submit any dispute or controversy arising out of or related to this Agreement for final settlement by arbitration conducted in Santa Clara County, California in accordance with the then existing rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators shall be specifically enforceable and may be entered in any court having jurisdiction thereof.

11.5 Attorneys’ Fees. If any party seeks to enforce its rights under this Agreement by legal proceedings or otherwise, the non-prevailing party shall pay all costs and expenses of the prevailing party.

11.6 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.
11.7 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives, and assigns of the parties.

11.8 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

11.9 Survival of Provisions. Sections 2, 3, 4, 5 and 6 and any other provision the nature of which dictates that it survives the termination of my employment with the Company, shall survive such termination.

11.10 Entire Agreement; Modifications. This Employee Confidential Information and Inventions Agreement contains the entire agreement between the Company and the undersigned employee concerning the subject matter hereof and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings, and agreements, whether oral or written, respecting that subject matter. All modifications to this Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, I have executed this document as of the 20th day of March 2001.

Employee Signature

RECEIPT ACKNOWLEDGED:

SiPix, Inc.

By: Keisha Patterson

Title: HR Representative
Employee Agreement With Respect To Inventions And Other Intellectual Property

In consideration and as part of the terms of employment of ___David Chen___ (the Employee), by SiPix Imaging, Inc. (SiPix) and the mutual understanding hereafter set forth, it is agreed by the parties hereto as follows:

1. “SiPix” means SiPix Imaging, Inc. and any entity or organization now or hereafter owned or controlled by SiPix Imaging, Inc.

2. “Subject Invention” means any invention, improvement or discovery, whether or not patentable, other than those identified in any duly executed amendment hereeto, which arises out of or is related to the existing or reasonably foreseeable business interest of SiPix, and which during the period of said employment is (a) conceived by the Employee either solely or jointly with others or (b) first actually reduced to practice by or for SiPix.

3. “SiPix Proprietary Information” means all information concerning SiPix’s design, manufacture, use, purchase or sale of its products or materials, such as may be contained in but not limited to, SiPix’s manufacturing methods, processes, techniques, treatment or chemical composition of material, plant layout, tooling, and marketing plans or proposals, all to the extent that such information is not readily or generally known outside of SiPix, or has not been made available to others by SiPix on an unrestricted basis.

4. “Matter Subject to Copyright” means any original work of authorship of the Employee including a mask work fixed in a semiconductor chip product arising out of or relating to the existing or reasonably foreseeable business interests of SiPix or which is otherwise within the scope or said employment and which during the period of employment is fixed in any tangible medium of expression now known or later developed from which such work can be perceived, produced or otherwise communicated either directly or with the aid of a machine or device.

5. “SiPix Intellectual Property” means Subject Invention, SiPix Proprietary Information and Matter Subject to Copyright, either severally, or collectively in any combination thereof.

6. It is contemplated that in the course of said employment the Employee may make, create, produce, compose and/or obtain knowledge of SiPix Intellectual Property and may obtain knowledge of confidential or proprietary information or material of third parties with which SiPix has been entrusted.

7. All SiPix Intellectual Property is and shall remain the sole and exclusive property of SiPix, unless expressly released in writing at SiPix’s sole discretion. The Employee shall disclose all SiPix Intellectual Property generated by the Employee promptly, completely, and in writing to SiPix and to such others and under such conditions as may be designated by SiPix.

8. The Employee shall:
   (a) execute all documents requested by SiPix for formally conferring in SiPix the entire right, title and interest in and to (1) all SiPix Intellectual Property and (2) all patent applications filed and all patents issuing on Subject Inventions; and
   (b) execute all documents requested by SiPix for filing and prosecuting such patent applications as SiPix may desire covering such Subject Inventions; and
   (c) give to SiPix all assistance it reasonably requires in order to protect its rights in SiPix Intellectual Property.

9. The Employee’s obligation to perform the acts specified in Paragraph 8 above shall not expire with the termination of said employment. However, SiPix shall pay the Employee at a reasonable rate for any time that the Employee actually spends in the performance of the acts specified in Paragraph 8 above at SiPix’s written request after termination of said employment, and shall reimburse the Employee for reasonable expenses necessarily incurred by the Employee in connection with such acts.

10. All documents, records, models, prototypes and other tangible evidence of SiPix Intellectual Property which shall at any time come into the possession of the Employee shall be the sole and exclusive property of SiPix, and shall be surrendered to SiPix upon termination of said employment or upon request at any other time.

11. The Employee shall not, either during or after said employment, divulge to anyone or use for the Employee’s own or another’s benefit any of said SiPix Proprietary Information or said confidential or proprietary information or material of any third party, except as required in the Employee’s duties to SiPix or unless duly authorized in writing by an Officer of SiPix.

12. The Employee represents and warrants that the Employee has not entered into, and will not enter into, any agreement inconsistent herewith.

13. The Employee shall not disclose to SiPix nor induce SiPix to use any confidential or proprietary information or material belonging to others.

14. This Agreement, receipt of a copy of which is hereby acknowledged by the Employee, is the entire agreement between the parties concerning the subject matter hereof and merges and supersedes all prior oral or written communications, representations, understandings, or agreements with SiPix or any official or representative thereof concerning such subject matter.

Signed at __MILPITAS, CA__ this __15th__ day of __Jan. 2001__

___David Chen___
(Employee)

SiPix Imaging, Inc.
By __R.C. Liang__
ASSIGNMENT

This Assignment is made by Assignors: Rong-Chang Liang residing at 20142 Pacifica Drive, Cupertino, California 95014 USA and Jerry Chung residing at 100 Montelena Court, Mountain View, California 94040; to Assignee: SIPIX IMAGING, INC., 1075 Montague Expressway, Milpitas, California 95035 USA, a Delaware Corporation.

WHEREAS, Assignors have invented a new and useful ELECTROPHORETIC DISPLAY WITH DUAL MODE SWITCHING for which an application for United States Letters Patent was filed in the United States Patent and Trademark Office on February 14, 2003 and assigned Serial No. 10/367,098 and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assignees will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing any Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assignees, to the interest assigned herein to said invention, said application and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the assignment herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assignees, as the Assignee of the entire interest in said invention.
IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates written herein below.

Date 7/23/03

RONG-CHEANG LIANG

Date 7/18/003

JERRY CHUNG

C:\Documents and Settings\ahcumbah\Local Settings\Temporary Internet Files\OLK980\26822-0019 P3_ASSIGNMENT (joint inventors).DOC