

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5160422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANG UK KWON	01/05/2012
RECEIVING PARTY DATA	
Name:	HYUNDAI MOTOR COMPANY
Street Address:	12, HEOLLEUNG-RO, SEOCHO-GU
City:	SEOUL
State/Country:	KOREA, REPUBLIC OF
Postal Code:	06797
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14963786
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	048288-505001US
NAME OF SUBMITTER:	PETER F. CORLESS
SIGNATURE:	/Peter F. Corless/
DATE SIGNED:	09/26/2018
Total Attachments: 10	
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SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- Inventor is deceased,
 Inventor is under legal incapacity,
 Inventor cannot be found or reached after diligent effort, or
 Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: Jun Sik Choi

Nov 26, 2015
Date (Optional):Signature: **APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:**

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Hyundai Motor Company

Applicant Name:

Title of Person Executing This Substitute Statement: General manager of IP team 1

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City Yongin

State

Country

Republic of Korea

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

221-1501, Sungwon Santevill Apt, 30-10, Sanghyeon-ro

City Yongin

State

Zip

16941

Country

Republic of Korea

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

Hyundai Motors Co., Ltd. Have a policy to make its officers and directors to sign a written agreement with regard to the confidentiality of its valuable intellectual property and trade secrets. Please make sure that you read through this document carefully before you sign it. This agreement can be renewed regularly.

AGREEMENT OF CONFIDENTIALITY

Position: Fuel Cell Performance Development Team 2
Employee No.: 5502413
Date of Birth : October 5, 1977
Name: KWON, Sang Uk

The undersigned as a (officer/director/employee) of Hyundai Motors Co., Ltd. (hereafter referred to as "Company"), hereby agrees with respect to the confidentiality of the trade secrets and other proprietary information in the possession of the Company as follows:

1. While in office, the undersigned shall strictly abide by any and all of the internal regulations of the Company set forth to protect its manufacturing process, marketing and sales techniques and any other non-public and economically valuable technical or management information that the Company finds useful for its

operation (hereafter referred to as "Trade Secret") and that the Company has exerted its substantial efforts to keep confidential.

2. The undersigned shall not disclose or reveal to a third party in any manner the information or materials described below and any other information or materials falling under the category of "Trade Secret" other than for the purpose of performing the work, that the undersigned acquire or have knowledge of either in the course of carrying out the duties of the undersigned or irrespective of the duties of the undersigned unless the Company gives a prior written consent or the internal regulations of the Company permits.
 - (1) Personnel, organizational and financial conditions, manufacturing & sales status, marketing techniques and any other management information,
 - (2) Designing method, design drawings, manufacturing processes, manufacturing equipment and any other technical information related to the manufacturing of the product,
 - (3) R & D plan, contents of work report and diary, experiment data, research results analysis and any other R & D information
3. The undersigned shall not gain access to any unauthorized information or facility. The undersigned shall by all means observe the security regulations, guidelines and policies of the Company. In particular, the undersigned acknowledge and agree to the

Company's control and inspection of e-mails of the undersigned to prevent the dissemination of the technical and management information which otherwise may do harm to the Company.

4. The undersigned shall not copy, record, photograph or reproduce the Trade Secret in any manner other than for the purpose of utilizing such information or materials in the work assigned to the undersigned, which the undersigned obtain or have knowledge of either in the course of carrying duties of the undersigned or irrespective of duties of the undersigned.
5. The undersigned acknowledges and agrees that the Company is entitled to own, use or dispose of any right in respect of the technologies, information and any products, which the undersigned invents, develops, discovers, designs or devises by himself or herself or jointly with other person in relation to the work assigned to the undersigned, and the undersigned agrees that the undersigned shall not take advantage of such technologies or information for the benefit of the undersigned or of a third party while the undersigned is in office or after retirement.
6. Either while in office or after retirement, upon the Company's request, the undersigned shall prepare or assist the Company or its agent in preparing any necessary drawing, specifications, letter of

confirmation and any other document or paper if the Company takes any action to protect its intellectual property such as filing an application for the registration thereof with the KIPO or assigning such intellectual property right to a third party in respect of the work of the undersigned.

7. While employed by the Company, the undersigned shall not take office as an officer, director or employee of a company in the same industry or cooperate with such company as an advisor or consultant, to which the undersigned may disclose the Trade Secret. After retirement, the undersigned shall neither disclose nor reveal any Trade Secret to a third party, which the undersigned has obtained or gained knowledge of while in office.
8. The undersigned shall, upon retirement, return any and all of the materials under his or her management that contain any information falling under "Trade Secret", which include diagrams, charts, drawings, specifications, memos, reports, notes, electromagnetic tapes, disc, files and any other medium. The undersigned shall not keep a copy thereof in any form for personal use.
9. The undersigned shall, without a prior written consent from the Company, neither incorporate nor take employment with a company,

for the period agreed with the Company up to 3 years from the date of retirement (The period may be chosen among 1, 2, or 3 years according to the confidentiality level of the Trade Secret which the undersigned deals with. For new employees the period is 1 year in principle.), that manufactures a product identical or similar to the product that the Company manufactures as of the date of retirement to protect the Trade Secret of the Company.

10. In case of a breach of this agreement, the undersigned acknowledges and agrees to be penalized under the internal regulations of the Company. Furthermore, the undersigned shall agree to be held liable for any civil and criminal charges arising therefrom pursuant to the Unfair Competition Prevention and Business Secret Protection Act, default liabilities under the Civil Act, damages caused by a tort, liabilities from misappropriation under the Criminal Act and any other similar liabilities. The undersigned shall compensate the Company for any injury that may be inflicted upon it by the breach of the undersigned of this agreement. In addition to the compensation for the damage, the undersigned shall, without delay, return money, if any, which the undersigned has received from the Company in consideration of keeping the Trade Secret confidential.

The undersigned acknowledges that before signing the document, the undersigned has carefully read through the agreement.

Name KWON, Sang Uk (seal or sign)

회사의 귀중한 정보자산을 보호하기 위하여
전 임직원을 대상으로 영업비밀보호 서약을 시행하고 있습니다.
반드시 전체내용을 끝까지 읽어보신 후 응해주시기 바랍니다.
본 서약은 정기적으로 시행합니다.

營業秘密 保護 서약서(임직원용)

소 속 : 연료전지개발2팀
사 번 : 5502413
생 년 월 일 : 1977년 10월 05일
성 명 : 권 상 욱

본인은 현대자동차주식회사(이하 '회사'라 함)의 임직원으로서 영업비밀 등의 보호와 관련하여 다음과 같이 서약합니다.

1. 본인은 회사 재직중, 공공연히 알려져 있지 아니하고 독립된 경제적 가치를 가지는 것으로서, 상당한 노력에 의하여 비밀로 유지된 회사의 생산방법, 판매방법 기타 영업활동에 유용한 기술상 또는 경영상의 정보(이하 '영업비밀'이라 함)의 보호와 관련된 회사의 각종 규정을 준수하겠습니다.
2. 본인은 업무수행중 또는 업무와 관련 없이 취득하게 되는 다음과 같은 사항 및 기타 영업비밀을 지정된 업무에 사용하는 경우를 제외하고는 어떠한 방법으로도 회사 내외의 제3자에게 누설하거나 공개하지 않겠습니다(다만, 회사의 사전 서면동의가 있거나 영업비밀보호관련 규정에 의해 허용된 경우는 예외로 함)
 - (1) 인사, 조직 및 재무현황, 생산·판매현황, 마케팅 기법 등 경영상의 정보
 - (2) 제품의 설계방법, 설계도면, 제조공정, 제조장치, 제조와 관련된 기술상의 정보
 - (3) 제품의 연구개발(R&D) 계획, 작업보고서 및 일지의 내용, 실험데이터, 연구성과 분석자료 등 연구개발에 관한 정보
3. 본인은 허가 받지 않은 정보나 시설 등에는 절대로 접근하지 않고 회사의 보안규정 및 지침, 정책을 반드시 준수할 것이며, 특히 E-mail 사용과 관련하여 회사에 손해를 끼칠 수 있는 기술 및 경영정보의 유출을 방지하기 위한 회사의 적법한 메일통제 정책에 동의합니다.
4. 본인은 업무수행중 또는 업무관련 없이 취득한 영업비밀에 대하여, 지정된 업무에 사용하기 위한 목적 외의 복사·녹음·촬영 및 기타 방법에 의한 복제를 일체 하지 않겠습니다.

5. 본인이 재직중에 직무와 관련하여 독자적으로 또는 다른 사람과 공동으로 발명·발견·개발·설계·고안한 기술과 정보 기타 이에 준하는 산출물에 관한 소유·사용·처분 등의 일체의 권리는 회사에 있음을 인정하며, 재직중 또는 퇴직 이후라도 본인 또는 제3자의 이익을 위하여 이를 이용하지 않겠습니다.
6. 본인은 재직중은 물론이고 퇴직 이후에도, 회사가 본인의 담당업무와 관련하여 지적재산권의 출원등 관련 권리의 법적 보호조치를 취하거나 해당 권리를 타에 양도하는 경우, 회사 요청에 따라 도면·명세서·확인서 등 그에 필요한 제반 문서나 서류를 직접 작성하거나, 회사 또는 그 대리인의 작성업무를 지원하는 등 적극 협조하겠습니다.
7. 본인은 재직중 영업비밀이 누설될 수 있는 동종·유사업체의 임직원을 경직하거나 자문·고문 기타 방법으로 해당 업체에 협력하지 않겠으며, 퇴직 이후에도 재직중에 취득한 영업비밀을 제3자에게 누설하거나 공개하지 않겠습니다.
8. 본인은 본인의 퇴직시, 본인이 관리하고 있던 도표, 설계도, 명세서, 메모, 보고서, 노트, 자기태이프, 디스크, 파일, 기타 기록매체 등 영업비밀과 관련된 사항이 들어 있는 일체의 자료를 회사에 반납하고, 이에 관해 어떠한 형태의 사본도 개인적으로 보유하지 않겠습니다.
9. 본인은 회사의 영업비밀 보호를 위하여, 적어도 (퇴직일로부터 3년의 기간내에서 회사와 합의한 기간(영업비밀의 보안등급에 따라 3년, 2년, 1년 중 택일하며 신규입사자는 1년으로 함)동안 회사의 사전 서면동의 없이는, 퇴직일 현재 회사가 생산하고 있는 제품과 동일하거나 유사한 제품을 생산하는 업체를 스스로 창업하거나, 이와 같은 업체에 취업하지 않겠습니다.
10. 본인은 위 각 서약사항 위반시, [사규]에 의한 징계책임 및 [부정경쟁방지 및 영업비밀보호에 관한 법률]에 규정된 민·형사상 책임, 민법상의 채무불이행 또는 불법행위로 인한 손해배상 책임, 형법상의 업무상 배임 등의 책임, 기타 제반 민·형사상의 책임을 지는 것은 물론, 회사의 일체의 손해를 지체없이 배상하겠으며, 손해배상과는 별도로 영업비밀 보호를 조건으로 회사로부터 수령한 금원이 있을시 이를 즉시 반환하겠습니다.

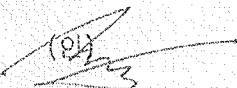
서명에 앞서 위 서약사항을 세심히 읽어보았음을 확인합니다.

2012 년 01월 05일

위 서약인

권 상 욱

(인)



서약인은 본인의 업무와 관련된 영업비밀을 구체적으로 기술해 주시기 바랍니다.
 소속 팀장은 기재된 내용중 누락된 사항이 없는지 확인하신 후 서명해 주시기 바랍니다.

서약인 업무와 관련된 영업비밀 LIST

NO	영업비밀 내용	비고
1	연료전지 제어 모델 관련 산출물 및 소프트웨어	
2	연료전지 제어 요구 사양서	
3	연료전지 제어 로직 설명서	
4	연료전지 시스템 시험 및 평가 데이터	
5	연료전지 제어 개발 관련 보고서	
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서약인 권 상 욱 

확인자(상위결재자) 유 기 호 

※ 확인자(상위결재자)는 작성자(서약인)의 소속 팀장, 실장, 사업부장, 본부장입니다.