

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5220968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHENG-WEI HUNG	10/07/2013
CHIN-HUA HUNG	10/30/2018
XUN-XAIN ZHAN	10/30/2018
CHUAN-YU LIU	10/30/2018
YUN-CHU CHEN	11/02/2018
YU-FENG LIN	11/02/2018
RECEIVING PARTY DATA	
Name:	GENESIS PHOTONICS INC.
Street Address:	NO.5 DALI 3RD RD., TAINAN SCIENCE-BASED INDUSTRIAL PARK,
City:	TAINAN
State/Country:	TAIWAN
Postal Code:	74144
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16180027
CORRESPONDENCE DATA	
Fax Number:	(949)391-4699
<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>	
Email:	USA@JCIPGROUP.COM
Correspondent Name:	JCIPRNET
Address Line 1:	P.O. BOX 600 TAIPEI GUTING
Address Line 4:	TAIPEI CITY, TAIWAN 10099
ATTORNEY DOCKET NUMBER:	74512-US-PA
NAME OF SUBMITTER:	BELINDA LEE
SIGNATURE:	/Belinda Lee/
DATE SIGNED:	11/05/2018
Total Attachments: 8	
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**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Declaration Submitted With Initial Filing

OR

Declaration Submitted After Initial Filing (surcharge 37 CFR 1.16(f) required)

(Title of the Invention)

**LIGHT EMITTING APPARATUS AND MANUFACTURING METHOD
THEREOF**

As a below named inventor (hereinafter designated as the undersigned), I hereby declare that:

This declaration is directed to:

The attached application,

OR

United States Application Number or PCT International application number

_____ Filed on _____

The above-identified application was made or authorized to be made by me.

I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

The undersigned hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

WHEREAS, the undersigned has invented certain new and useful improvements described in the application identified.

WHEREAS, 1. Genesis Photonics Inc.
of No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144,
Taiwan R.O.C.

hereinafter referred to as ASSIGNEE, is desirous of acquiring the undersigned's interest in the said invention and application and in any U.S. Letters Patent which may be granted on the same:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by the undersigned, the undersigned has/have sold, assigned and transferred, and by these presents does/do sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all his/her/their rights, title and interest in and to the said invention and application and all future improvements thereon, and in and to any Letters Patent which may hereafter be granted on the same in the United States, the said rights, title and interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said the undersigned had this Assignment and transfer not been made, to the full end and term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

The undersigned further agrees/agree that he/she/they will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee Lawfully may request, to obtain or maintain Letters Patent for said invention and improvement, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

G18009-US
74512-US-PA

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Signature: _____ Date: _____

Legal Name of Sole or First Inventor: Cheng-Wei Hung

Residence: Changhua County, Taiwan

Mailing Address: No.27, Dehe St., Xihu Township, Changhua County 514, Taiwan (R.O.C.)

Signature: Chin-Hua Hung Date: 2018.10.30

Legal Name of Additional Joint Inventor, if any: Chin-Hua Hung

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Signature: Xun-Xain Zhan Date: 2018.10.30

Legal Name of Additional Joint Inventor, if any: Xun-Xain Zhan

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Signature: Chuan-Yu Liu Date: 2018.10.30

Legal Name of Additional Joint Inventor, if any: Chuan-Yu Liu

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Signature: _____ Date: _____

Legal Name of Additional Joint Inventor, if any: Yun-Chu Chen

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION

Signature: _____ Date: _____

Legal Name of Sole or First Inventor: Cheng-Wei Hung

Residence: Changhua County, Taiwan

Mailing Address: No.27, Dehe St., Xihu Township, Changhua County 514, Taiwan (R.O.C.)

Signature: _____ Date: _____

Legal Name of Additional Joint Inventor, if any: Chin-Hua Hung

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Signature: _____ Date: _____

Legal Name of Additional Joint Inventor, if any: Xun-Xain Zhan

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Signature: _____ Date: _____

Legal Name of Additional Joint Inventor, if any: Chuan-Yu Liu

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Signature: Yun-Chu Chen Date: 2018/11/2

Legal Name of Additional Joint Inventor, if any: Yun-Chu Chen

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

G18009-US
74512-US-PA

**DECLARATION AND ASSIGNMENT
FOR UTILITY OR DESIGN PATENT APPLICATION**

Signature: Yu-Feng Lin Date: NOV. 02, 2018

Legal Name of Additional Joint Inventor, if any: Yu-Feng Lin

Residence: Tainan City, Taiwan

Mailing Address: c/o No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

Employment Contract
Article 4 Intellectual Property Rights

4.1 Party B owns all intellectual property created by Party A in Party A's employment capacity or in the course of Party A's work duties. For copyright, the parties agree that Party B will be the author.

4.2 Party A owns all intellectual property that are created by Party A outside of Party A's employment capacity and not in the course of Party A's work duties, except Party B owns those intellectual property created or completed using Party B's facility, instrument, material, time, or trade secret. If Party A wishes to claim ownership of any intellectual property, Party A shall, prior to claiming ownership, provide Party B prompt written notice including all related information to Party B for verification, and may proceed to claim ownership only after Party B has verified that the intellectual property are created outside of Party A's employment capacity and course of work duties.

4.3 Party A shall not, while engaging in or executing Party B's business or assignment, directly or indirectly, plagiarize, misappropriate, or infringe on intellectual property or trade secret of any third party. Party A is solely responsible for any such plagiarism, misappropriation, or infringement. Party B is not liable for such plagiarism, misappropriation, or infringement.

4.4 Upon termination of employment, Party A shall return to Party B all intellectual property and trade secrets, with all related materials, copies, or samples, in Party A's possession or under A's supervision or management, and shall comply with and complete Party B's procedure for the return. No sample or copy in any format may be retained by Party A.

4.5 To cause successful obtainment, applications, or registration of intellectual property by Party B or Party B's assignee in different countries/regions, Party A agree to provide assistance and to take all required measures, including but not limited to signing (or stamping) all required applications, sworn declarations, assignments, deposition, and other legal documents, and to provide explanation, meetings, or testimony, related to prosecution, protection, and litigation of intellectual property. If A fails to provide signature (or stamp) according to this Article 4.5, Party A agrees that Party B may substitute any required document with this agreement.

	Contractor		
Party A	Party B		
Name:	Cheng-Wei Hung	Name:	Genesis Photonics Inc.
Date:	2013/10/07		
ID No.	N124424246		
Address:	No.27, Dehe St., Xihu Township, Changhua County 514, Taiwan (R.O.C.)	Address:	No.5 Dali 3rd RD., Tainan Science-Based Industrial Park, 74144, Taiwan R.O.C.

3.7 甲方於服務期間或離職後均不得為自己或他人之利益使用乙方營業秘密，且於離職後就乙方營業秘密仍負前述保密義務。

第四條 智慧財產權

- 4.1 甲方於職務上及有關職務上或業務上所創作之智慧財產權專屬於乙方享有。如創作 屬著作 者，應以乙方為著作人。
- 4.2 甲方於非職務上所創作之智慧財產權屬甲方享有。但智慧財產權係甲方利用乙方之 設備、儀器、材料、時間或營業秘密所創作或完成者，則該智慧財產權仍屬乙方所有。甲方主張享有本項前段所述權利者，應迅速以書面通知並連同相關資料送交乙方審核，經乙方審核確屬非屬職務上之創作，甲方方得主張享有智慧財產權。
- 4.3 甲方不得直接或間接以抄襲、竊用或侵害第三人智慧財產權或營業秘密之方法從事或執行乙方任何業務或工作，違者應由甲方自負其責，與乙方無關。
- 4.4 甲方於離職時應將其所占有、監督或管理之智慧財產權及營業秘密暨其有關的資料、複製物或樣品全數交還乙方，並辦妥相關手續，不得留有任何形式之樣品或副本。
- 4.5 為使乙方或乙方指定人於各國家及地區取得、申請或註冊各該智慧財產權，甲方應提供協助或採取有關措施，包括但不限於簽署(或蓋章)申請書、宣誓書、讓與書、具結書和其他法律文件，以及提供與各該智慧財產權申請、保護及訴訟有關之說明、會晤或作證。若甲方未簽署(或蓋章)本項所述之任何法定文件者，甲方同意乙方以本契約替代甲方應簽署之各該法定文件。

第五條 其他條款

- 5.1 本契約書於甲方任職日起生效。
- 5.2 本契約所作之條款，不因甲方將來職務之變動、調動、待遇與津貼之調整而受影響。
- 5.3 若甲方違反本契約書或乙方之人事規章任何條款，乙方得終止服務或聘僱關係，並請求甲方賠償乙方因此所受之損害。
- 5.4 因本契約所生之任何爭議，經友好協商仍未獲解決者，甲乙雙方同意以台灣台南地方法院為第一審管轄法院。
- 5.5 本契約就聘僱、委任及有關的人事等事項未規定者，悉依乙方規章之規定，若乙方規章未規定或其規定抵觸民法或勞工法令強制規定者，則依有關民法或勞工法令之規定。

本人茲明白聲明，本人願依本契約書所列各條款受新世紀光電股份有限公司合法之約束。

此致

新世紀光電股份有限公司

立契約書人

甲方：

姓名：張政峰

日期：102.10.7

身分證

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乙方：

名稱：新世紀光電股份有限公司

地址：台南科學工業園區台南市善化區大利三路5號

用印：