

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5238909

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GERT DROESBEKE	07/20/2012
RECEIVING PARTY DATA		
Name:	FCI BESANCON SA	
Street Address:	2 RUE LAFAYETTE	
City:	BESANCON	
State/Country:	FRANCE	
Postal Code:	25000	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15101533	
CORRESPONDENCE DATA		
Fax Number:	(617)646-8646	
<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>		
Phone:	617-646-8000	
Email:	patents_EdW@wolfgreenfield.com	
Correspondent Name:	EDMUND J. WALSH	
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.	
Address Line 2:	600 ATLANTIC AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	A1156.70046US00	
NAME OF SUBMITTER:	JENICA L. ROBERTS	
SIGNATURE:	/Jenica L. Roberts/	
DATE SIGNED:	11/15/2018	
Total Attachments: 5		
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EMPLOYMENT CONTRACT

BETWEEN

The Company FCI-BESANCON SA, domiciled 2 rue La Fayette 25050 Besancon CEDEX, SCR No. 388636896 BESANCON, represented by Nicolas Eymin, acting as of Human Resources Director,

AND

Mr. Gert Driesbeke, born XXXXXXX XXXXXX, nationality XXXXXXXet remaining XXXXXXXXXXXXXXXXXXXXXXXX, S.S. No. 1 XXXXXXXXXXXXXXXX hereinafter called the Contractor.

The contractor formally declaring currently have no link with any other company and be free of any commitment vis-à-vis his previous employer, any false statement on this matter is likely to jeopardize its responsibility,

IT WAS AGREED AS FOLLOWS:

ARTICLE 1 - COMMITMENT

The Company undertakes FCI SA-BESANCON the contractor agrees to the following conditions, as part of a permanent contract, effective January 1, 2013.

Article 2 - DUTIES

The contractor will be hired as a Product Engineering Manager. The classification of functions assigned to the Contractor as follows:

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This contract is made subject to recognition by the medical officer seized by the Company BESANCON FCI-SA, the contractor's ability to perform his duties.

ARTICLE 3 - TRIAL PERIOD AND SENIORITY

[REDACTED]

ARTICLE 4 - WORKPLACE

[REDACTED]

ARTICLE 5 - PAYMENT

[REDACTED]

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ARTICLE 6 - TERM AND WORKING HOURS.

ARTICLE 7 - OBLIGATIONS OF CONTRACTOR EXCLUSIVE

For the duration of its contractual relations with the FCI Besancon SA Company, the contractor agrees not to exercise, on its own behalf or on behalf of others, any trade or business, competitive or not that the Company .

ARTICLE 8 - CONFIDENTIALITY AND DISCRETION.

Mr. Gert Droesbeke undertakes to respect vis-à-vis anyone, apart from requirements, professional secrecy on all matters that will come to know in the FCI BESANCON SA, these topics concerning it, its customers, its subcontractors or its associates. A fortiori, it undertakes not to make use of these methods and knowledge for its own account or on behalf of another company.

In addition, the employee agrees to keep, so strict, the absolute discretion on all information he could gather on the occasion of his duties or because of its presence in the company .

This clause shall continue to apply after the expiration of this contract.

ARTICLE 9 - CONTRACTOR'S OBLIGATIONS

During the term of this contract, the contractor agrees to comply with the directions given her by the Company BESANCON IGF-SA, and rules for the internal organization and operation of the latter.

Particular, that its function involves occasional travel, he agrees to make all travel and perform all duties as shall be requested as part of his business, under the conditions set by the Company FCI Besancon.

In addition, the contractor shall inform, without delay, the Company FCI - BESANCON SA of any changes that would occur in situations when he reported his commitment (address, marital status, etc..).

ARTICLE 10 - EQUIPMENT.

The Company may be required to make available to Mr. Gert Droesbeke materials necessary for the exercise of its functions. The Contractor expressly prohibited to make any use other than that authorized by his employer.

ARTICLE 11 - SUPPLEMENTAL RETIREMENT AND PROVIDENT

ARTICLE 12 - CONVENTIONAL SYSTEM

Relations between the parties shall be governed by the conventions and collective agreements applicable in Metallurgical Industries and, in particular, by the National Collective of Engineers and Managers of metallurgy March 13, 1972 as amended.

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Done in Besancon, July 20, 2012.

Signature (preceded by the handwritten words "read and approved" and the date of entry).

The Contractor

Gert Driesbeke

FCI-BESANCON Company SA

Nicolas Eythrin
Human Resources Director

Read and Understood
24 July 2012

Article L611-7

(Act No. 94-102 of 5 February 1994 Art. 22 Official Journal of 8 February 1994)

Where the inventor is a salaried person, the right to the industrial property title, failing any contractual clause more favorable to the salaried person, shall be defined in accordance with the following provisions:

1°. Inventions made by a salaried person in the execution of a work contract comprising an inventive mission corresponding to his effective functions or of studies and research which have been explicitly entrusted to him, shall belong to the employer. The conditions under which the salaried person who is the author of such an invention shall enjoy additional remuneration shall be determined by the collective agreements, company agreements and individual employment contracts.

Where the employer is not subject to a sectorial collective agreement, any dispute relating to the additional remuneration shall be submitted to the joint conciliation board set up by Article L615-21 or by the First Instance Court.

2°. All other inventions shall belong to the salaried person. However, where an invention made by a salaried person during the execution of his functions or in the field of activity of the company or by reason of knowledge or use of technologies or specific means of the company or of data acquired by the company, the employer shall be entitled, subject to the conditions and the time limits laid down by a Conseil d'Etat decree, to have assigned to him the ownership or enjoyment of all or some of the rights in the patent protecting his employee's invention.

The salaried person shall be entitled to obtain a fair price which, failing agreement between the parties, shall be stipulated by the joint conciliation board set up by Article L615-21 or by the First Instance Court; these shall take into consideration all elements which may be supplied, in particular by the employer and by the employee, to compute the fair price as a function of both the initial contributions of either of them and the industrial and commercial utility of the

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invention.

3°. The salaried author of an invention shall inform his employer thereof and the latter shall confirm receipt in accordance with the terms and time limits laid down by regulation.

The salaried person and the employer shall communicate to each other all relevant information concerning the invention. They shall refrain from making any disclosure which would compromise, in whole or in part, the exercise of the rights afforded under this Book.

Any agreement between the salaried person and his employer concerning an invention made by the salaried person shall be recorded in writing, on pain of nullity.

4°. The implementing rules for this Article shall be laid down by a Conseil d'Etat decree.

5°. This Article shall also apply to the servants of the State, of local authorities and of any other public legal person under the terms to be laid down by a Conseil d'Etat decree.

Article L611-8

Where an application for the grant of an industrial property title has been made either for an invention unlawfully taken from an inventor or his successors in title, or in violation of a legal contractual obligation, the injured party may claim ownership of the application or of the title granted.