

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5294542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK W. WILSON	12/27/2016
TIMOTHY MARTIN WETZEL	04/13/2016
RECEIVING PARTY DATA	
Name:	MIDEA AMERICA CORPORATION
Street Address:	4 CAMPUS DRIVE
City:	PARSIPPANY
State/Country:	NEW JERSEY
Postal Code:	07054
Name:	MIDEA GROUP CO., LTD.
Street Address:	NO. 6, MIDEA AVENUE
City:	BEIJIAO, SHUNDE, FOSHAN, GUANGDONG
State/Country:	CHINA
Postal Code:	528311
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16225932
CORRESPONDENCE DATA	
Fax Number:	(502)588-1938
<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:	502-584-1135
Email:	kbrennan@middletonlaw.com
Correspondent Name:	MIDDLETON REUTLINGER
Address Line 1:	401 S. 4TH STREET
Address Line 2:	SUITE 2600
Address Line 4:	LOUISVILLE, KENTUCKY 40202
ATTORNEY DOCKET NUMBER:	ZU088-19173
NAME OF SUBMITTER:	CHAD D. BRUGGEMAN
SIGNATURE:	/Chad D. Bruggeman/

DATE SIGNED:	12/20/2018
Total Attachments: 5 source=ZU088-19173_Assignment-Declaration_12-19-2018#page1.tif source=ZU088-19173_Assignment-Declaration_12-19-2018#page2.tif source=ZU088-19173_WetzelAgreement_12-19-18#page1.tif source=ZU088-19173_WetzelAgreement_12-19-18#page2.tif source=ZU088-19173_WetzelAgreement_12-19-18#page3.tif	

DECLARATION (37 C.F.R. 1.63) FOR UTILITY PATENT APPLICATION USING AN
APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENT

Declaration

Title of Invention: DISHWASHER RACK SYSTEM

As a below named inventor, I hereby declare that:

This declaration is directed to [check the appropriate box below]:

[X] the attached application, or

[] United States application or PCT international application number _____
 filed on _____.

The above-identified application ("Application") was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the Application.

I have reviewed and understand the contents of the Application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 CFR Section 1.56.

Assignment

WHEREAS, I ("Assignor") have made certain inventions, improvements, and discoveries (the "Invention") disclosed in the above-identified Application;

AND WHEREAS, **Midea America Corporation**, a Florida entity having a place of business at 4 Campus Drive Parsippany, New Jersey 07054 and **Midea Group Co., Ltd.**, a company of P.R. China having a place of business at No. 6, Midea Avenue, Beijiao, Shunde, Foshan, Guangdong, P.R. China 528311, together with any successors, legal representatives or assigns thereof (collectively, the "Assignees"), desire to acquire, and Assignor desires to grant to the Assignees, the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

NOW THEREFORE, the Assignor hereby assigns, conveys, and transfers unto Assignees, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to: said Invention; said Application, including any and all divisions, continuations, continuations-in-part, provisionals, or other applications to which said application claims priority, non-provisionals claiming priority to or having any relationship to any of the aforesaid, and reissues and reexaminations thereof; any and all foreign and PCT applications claiming priority to any of the aforesaid; any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of

the aforesaid, and any and all reissues and reexaminations thereof; any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto; and any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, all of the aforesaid the "Intellectual Property");

AND THE ASSIGNOR HEREBY AGREES to sign and execute all necessary and lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignees may from time to time require and prepare at Assignees' expense;

AND THE ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue patents, to issue any Letters Patent granted upon said application and for said Invention to Assignees.

AND THE ASSIGNOR HEREBY ACKNOWLEDGES Assignor's prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to the Assignees, and Assignor is unaware of any reason why Assignor may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Assignor also hereby grants the Assignees, their successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, Patent Application Number) which may be necessary or desirable for recordation of this Assignment.

I 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.

(1) Legal Name of Inventor: **MARK W. WILSON**

Signature: Mark W. Wilson Date: 12/27/16

Witness: Stacy S. Wilson Date: 12-27-16

OWNERSHIP OF EMPLOYMENT DEVELOPMENT AGREEMENT

THIS OWNERSHIP OF EMPLOYMENT DEVELOPMENT AGREEMENT ("Agreement") dated 13, April 2016, is by and between: (i) TIMOTHY WETZEL, an individual residing in Louisville, KY ("Employee"), and (ii) MIDEA AMERICA CORP., a Florida corporation ("Midea").

RECITAL:

The employee has accepted the offer letter from Midea, and both Employees and Midea further agree on terms and conditions in this agreement in relation to the employment.

NOW, THEREFORE, for valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. NO OTHER NON-COMPETE AGREEMENTS. Employee hereby represents, warrants and covenants to Midea that Employee is not a party to or bound by any non-competition, non-solicitation, confidentiality, non-disclosure or other agreement of any kind with any person or entity, which would conflict with or prevent his/her employment hereunder or the full performance of all of his/her duties hereunder. Employee further represents, warrants and covenants to Midea that he/she has not taken from another person or entity, including without limitation a former employer, any confidential or proprietary information or trade secrets and hereby agrees not to disclose to Midea or use in his/her position with Midea any confidential or proprietary information or trade secrets of any other person or entity, including without limitation any former employer. Without limiting the foregoing, employee represents, warrants and covenants to Midea that he does not have any non-competition or non-solicitation agreement with his immediately former employer. Employee understands that Midea has its own unique processes and trade secrets and does not wish Employee to, and Employee has agreed not to, disclose to Midea or use in his/her position with Midea, any confidential or proprietary information or trade secrets of Employee's immediately former employer or any other person or entity.

2. OWNERSHIP OF EMPLOYEE DEVELOPMENTS. Any and all developments, inventions, improvements, methods, ideas, discoveries, business or technical innovations (whether patentable or not), technologies, creative or professional work product, works of authorship and other intellectual property in any medium that may be developed, conceived or reduced to practice by Employee (whether solely or jointly with others) during the course of employment with Midea, whether or not during regular working hours, and which relate to or are connected directly or indirectly with the business of Midea or its affiliates including without limitation any of their respective products or processes (collectively, "Employee Developments"), shall be the sole and exclusive property of Midea. Employee shall not be entitled to any compensation, benefits or other consideration from Midea in exchange for Midea's ownership, use or transfer of any Employee Developments. Employee agrees to disclose all Employee Developments to Midea in reasonable detail promptly following Employee's development or conception of the same. Employee hereby assigns to Midea, any and all Employee Developments and further agrees to execute in favor of Midea (or its designee) all such instruments of conveyance, assignment and transfer as may be requested from time to time by Midea, whether during his/her employment with Midea or at any time thereafter, in order to more fully vest in Midea (or its designee) title to any and all Employee Developments (and any related patents, patent applications, trademarks, trademark registrations, trade names, copyrights, copyright registrations and the like). In the event Midea decides, in its sole discretion, to file for patent, copyright or trademark protection with respect to any Employee Developments in any jurisdiction, Employee agrees to reasonably cooperate with Midea in furtherance of those efforts, whether during his/her employment with Midea or at any time thereafter.

3. REASONABLENESS OF RESTRICTIONS. Employee acknowledges and agrees that each of his/her covenants and agreements contained in this Agreement are, taken as a whole, fair and reasonable in their nature, activity, geographic area and duration, and are reasonable and necessary in order to protect Midea's goodwill and other legitimate business interests. Thus, Employee shall not raise any issue of the reasonableness of the nature,

activity, geographic area or duration of any such covenants or agreements, or the legitimacy of Midea's interests to be protected thereby, in any proceeding involving any such covenants or agreements. Employee agrees that that the provisions of this Agreement have been carefully designed to restrict Employee's activities to the minimum extent necessary to protect Midea's interests. Employee has carefully considered these restrictions and confirms that they will not unduly restrict Employee's ability to obtain or maintain a livelihood.

4. INJUNCTIVE RELIEF FOR BREACH; CUMULATIVE REMEDIES. Employee agrees that Midea will suffer irreparable harm for a breach or threatened breach by Employee of any of the covenants contained in 1, 2, or 3 and may not be adequately compensated by damages, and that, in addition to all other remedies, Midea shall be entitled to injunctive relief and specific performance. However, nothing herein stated shall be construed as prohibiting Midea from pursuing any and all other remedies that may be available to Midea at law, in equity, by contract or otherwise in connection with such violation or threatened violation, including without limitation the recovery of monetary damages from Employee, all of which shall be cumulative to the fullest extent permissible under applicable laws.

5. ENFORCEABILITY. Each of the covenants contained in Sections 1, 2, and 3 shall be construed as separate covenants, and if any court shall finally determine that the restraints provided for in any such covenants are too broad or unreasonable, including without limitation as to the geographic area, activity or time covered by any of the provisions of Section 1, the parties request that the court strike out or remove any such unreasonable or overbroad provision or that said provision, including without limitation the area, activity or time covered be reduced to whatever extent the court deems reasonable and such covenants be enforced as to such remaining provisions or such reduced area, activity or time, respectively. In such event, the periods of time referred to in Section 1 shall be deemed extended for a period equal to the respective period during which Employee is in breach thereof, in order to provide for injunctive relief and specific performance for a period equal to the full term thereof. The covenants and agreements contained in Sections 1, 2, and 3 of this Agreement shall be construed as agreements independent of any other agreements between Employee and Midea, and the existence or assertion of any claim or cause of action by Employee against Midea, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement of the terms of Sections 1, 2, and 3 of this Agreement by Midea or the obtaining by Midea of injunctive relief or specific performance.

6. NOTICES. All notices and other communications hereunder shall be in writing and shall be given or made by hand delivery, or sent by registered mail, return receipt requested, postage prepaid, or by recognized courier service such as Federal Express, DHL or UPS, addressed, as follows, or to such other person or address as shall be hereafter designated by notice given in accordance with this Section:

If to Employee:

Timothy Wetzel
[REDACTED]
[REDACTED]

If to Midea:

Midea America Corp.
Attn: Simone dos Santos Lisboa
5 Sylvan Way, 1st Floor
Parsippany, NJ 07054

7. MISCELLANEOUS.

7.1 Cumulative Remedies. No provisions of this Agreement shall be construed as prohibiting Midea from pursuing any and all other remedies that may be available to Midea at law, in equity, by contract or otherwise in connection with such violation or threatened violation, including without limitation the recovery of monetary damages from Employee, all of which shall be cumulative to the fullest extent permissible under applicable laws.

7.2 Assignment. This is a contract for personal services by Employee and may not be assigned by Employee. This Agreement may be assigned by Midea and shall inure to the benefit of and be binding upon Midea and its successors and assigns.

7.3 Waiver of Breach. The waiver by Midea of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach.

7.4 Severability. The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any of the remaining provisions of this Agreement.

7.5 Future Employer. Employee shall inform any prospective or future employer of all of the covenants and agreements contained in Section 1 of this Agreement, and will provide such employer with a copy of such provisions prior to the commencement of Employee's employment with such employer.

7.6 Agreement Confidential. Except as provided in Section 7.5 above, the terms and provisions hereof are strictly confidential, and Employee agrees he/she shall not exhibit this Agreement or mention its terms to any person or entity, other than in confidence to his spouse, accountants or attorneys, unless otherwise ordered by a court of competent jurisdiction or required by law or agreed to in writing by Midea.

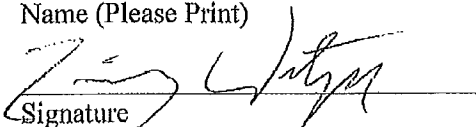
7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of law principle or rule of such state.

7.8 Consent to Jurisdiction. Employee consents and voluntarily submits to personal jurisdiction in the Commonwealth of Kentucky in and by the courts of Kentucky located in Jefferson County, Kentucky and the United States District Court for the Western District of Kentucky, in any action to enforce or with respect to this Agreement. Employee agrees that Employee may be served with process in any such action (a) by certified or registered mail, return receipt requested, addressed to Employee at Employee's address as set forth above or such other address provided by notice to Midea, or (b) in any other manner permitted by applicable law. Employee hereby waives and agrees not to plead, to the fullest extent permitted by law, any objection Employee may now or hereafter have to the laying of venue or the convenience of the forum in any such court. Employee agrees not to institute a challenge, whether by declaration of rights or otherwise, to any of the provisions of this Agreement, except in the courts of Kentucky located in Jefferson County, Kentucky or the United States District Court for the Western District of Kentucky.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

BY EMPLOYEE:

Timothy Wetzel
Name (Please Print)

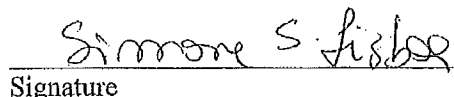

Signature

April 13, 2016
Date

BY MIDEA AMERICA CORP.

SIMONE LISBOA
Name

SR. HR. MANAGER
Title


Signature