

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIAN WANG	09/07/2017
THOMAS RAFFLER	09/07/2017
RECEIVING PARTY DATA	
Name:	AUTEL ROBOTICS CO., LTD.
Street Address:	9TH FLOOR, BUILDING B1, ZHIYUAN, XUEYUAN ROAD, XILI, NANSHAN DISTRICT
City:	SHENZHEN, GUANGDONG
State/Country:	CHINA
Postal Code:	518055
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16050515
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:	CU-73876
NAME OF SUBMITTER:	FRANK GAO
SIGNATURE:	/Frank Gao/
DATE SIGNED:	04/17/2020
Total Attachments: 17	
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Ergänzungsvereinbarung zum Arbeitsvertrag vom 19.10.2015

zwischen

Dr. Jian Wang, Watzmannring 1, 85748 Garching

- im Folgenden „Arbeitnehmer“ genannt -

und der Firma

Autel Europe GmbH, Robert-Bosch-Straße 25, 63225 Langen

- im Folgenden „Arbeitgeber“ genannt -

Präambel:

Zwischen den Parteien besteht auf Grundlage des Arbeitsvertrages vom 19.10.2015 bereits seit dem 1.1.2016 ein bis zum 31.12.2017 befristetes Arbeitsverhältnis. Zum Auslauf der bislang vorgesehenen Befristung des Arbeitsverhältnisses tritt das mit der Technischen Universität München bestehende Forschungsprojekt „Design and Development of a sub-5kg VTOL System“ in seine entscheidende Phase. Im Zusammenhang mit der arbeitgeberseitigen Betreuung dieses Forschungsprojektes besteht bis zu dessen Beendigung zum 31. Mai 2019 ein befristet erhöhter Personalbedarf. Die Parteien beabsichtigen daher, das zwischen ihnen zunächst bis zum 31.12.2017 befristete Arbeitsverhältnis auf der ausdrücklichen Grundlage einer Zweckbefristung mit Sachgrund im Sinne des § 14 TzBfG bis zum Ablauf des vorgenannten Projektes zum 31. Mai 2019 befristet fortzusetzen.

Vor diesem Hintergrund wird folgende **Ergänzung zum Arbeitsvertrag vom 19.10.2015** geschlossen:

§ 1 Befristung

Der Arbeitnehmer wird beginnend ab dem 1.1.2018 (*Startzeitpunkt*) zum Zwecke der arbeitgeberseitigen Betreuung des Forschungsprojektes „Design and Development of a sub-5kg VTOL System“ mit der Technischen Universität München bis zu dessen Abschluss zum 31. Mai 2019 befristet weiter beschäftigt. Das Arbeitsverhältnis endet automatisch mit Erreichen dieses Zweckes im Sinne des § 14 TzBfG mit der Beendigung des Forschungsprojektes zum 31. Mai 2019, ohne dass es einer Kündigung bedarf.

§ 2 Gehalt

Das bisherige Gehalt in Höhe von EUR 9.000,- brutto pro Monat erhöht sich ab dem in § 1 genannten Startzeitpunkt auf EUR 13.500,- brutto pro Monat.

§ 3 Ausschlussfristen

(1) Alle gegenseitigen Ansprüche aus dem Anstellungsverhältnis und solche, die mit dem Anstellungsverhältnis in Verbindung stehen, verfallen, wenn sie nicht innerhalb von drei Monaten nach Fälligkeit gegenüber der anderen Vertragspartei in Textform geltend gemacht werden. Werden die Ansprüche vom anderen Teil abgelehnt oder erklärt sich dieser innerhalb von zwei Wochen nicht, so verfallen die Ansprüche, wenn nicht innerhalb einer weiteren Frist von drei Monaten nach Ablehnung oder Fristablauf die gerichtliche Geltendmachung erfolgt.

(2) Die Ausschlussfristen gelten nicht für Ansprüche, die auf einer vorsätzlichen oder grob fahrlässigen Pflichtverletzung der anderen Vertragspartei beruhen, und nicht für Ansprüche, die auf einer Verletzung des Lebens, des Körpers oder der Gesundheit aufgrund einer schuldhaften Pflichtverletzung der anderen Vertragspartei beruhen. Sie gelten ebenfalls nicht für Ansprüche auf den gesetzlichen Mindestlohn.

§ 4 Schriftform

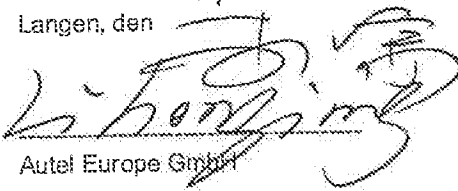
Änderungen oder Ergänzungen dieser Ergänzungsvereinbarung sowie des Arbeitsvertrages vom 19.10.2015 bedürfen der Schriftform. Dies gilt auch für die Aufhebung des Schriftformerfordernisses. Ungeachtet dessen verbleibt es beim Vorrang individueller Vertragsabreden i. S. d. § 305b BGB, die mit einer vertretungsberechtigten Partei der Gesellschaft abgeschlossen werden. Ausgeschlossen sind damit insbesondere Vertragsänderungen durch betriebliche Übung.

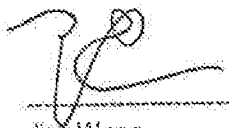
§ 5 Schlussbestimmungen

(1) Ansonsten verbleibt es bei den Regelungen des zwischen den Partnern bestehenden Arbeitsvertrages vom 19.10.2015.

(2) Sollte eine Bestimmung dieser Ergänzungsvereinbarung unwirksam sein oder werden, so wird die Wirksamkeit der übrigen Bestimmungen dadurch nicht berührt. Anstelle der unwirksamen Bestimmung soll eine rechtlich zulässige als vereinbart gelten, die dem Sinn und Zweck der unwirksamen Bestimmung so nahe wie möglich kommt.

07.09.2017
Langen, den


Autel Europe GmbH


Jian Wang

Section 1 Beginning and End of the Employment Relationship

The employment relationship begins on October 1, 2016 and expires on September 30, 2018. It ends automatically on September 30, 2018, without requiring any termination.

The employment relationship will be ended at a certain time. The first six (6) months are regarded as probation period. During the probation period, the employment relationship can be terminated by both sides with a notice period of two (2) weeks (Section 622, Paragraph 3 German Civil Code). The parties will hold a conversation not later than one month before the agreed expiring date, in which the company will discuss with the "Employee" on the possible extension of this employment contract.

Section 2 Type of Activity, Place of Work, Transfer, Part-time Job, and Prohibition of Business Strife

- 1) The "Employee" is hired as a "flight control engineer". The core activities include:
 - a) Development of control algorithms for unmanned aerial vehicles
 - b) Simulation and test of the algorithms and provision of flight tests support
 - c) Research on current developments in relevant technologies
- 2) Within the scope of reasonable discretion, and while the notable interests of the "Employee" are protected, the company reserves the right to transfer the "Employee" to other equivalent tasks, which are appropriate and reasonable for his education and skills, as long as this is required for operational reasons. The payment remains the same.
- 3) The work site is Friedrichshafener Str. 2, 82205 Gilching. Within the scope of reasonable discretion, and while the notable interests of the "Employee" are protected, the "Employer" reserves the right to transfer the "Employee" to other plants or sites of the "Employer", as long as this is required for operational reasons.
- 4) The "Employee" is obliged to give his best to fulfill all tasks conscientiously, and to protect the interests of the "Employer" in every aspect. He has to devote his entire time and energy exclusively to the duty for the "Employer". Taking part-time jobs requires the prior written approval of the "Employer". The approval will be granted if the part-time job does not affect the working hours or at most only insignificantly affects the official duty, without violating the protection laws and impairing other legitimate interests of the company. A granted approval can be recalled at any time, if the operational interests of the "Employer" are impaired or it can be assumed that these will be impaired.
- 5) The statutory prohibition of business strife is effective (Sections 60, 61 Commercial Code) during the employment. Irrespective of this, during the employment, the "Employee" is not allowed to do business for his own account or for others' in the industrial branch of the company or in related areas. He is also prohibited from participating directly or indirectly in another company of this type or from working for such a company.

- 6) During business activities, the "Employee" is not permitted to directly or indirectly request for personal gifts or other benefits, or ask for the commitment or promise on the gifts or benefits. The "Employee" is obliged to notify the management of the company immediately if a contractual or negotiating partner or a third party offers him personal benefits of any kind with open or covert reference to his work in the company.

Section 3 Working Hours, Overtime, Rules of Conduct, Confidentiality, and Return

- 1) The regular working time is 40 hours per week. Its allocation is based on the company regulations, with particular consideration of the operational requirements. As far as necessary, the "Employee" is obliged, within the permitted range by the law (Working Hours Law), to work also beyond the regular working hours of 40 hours per week. The monthly remuneration covers extra work/ overtime of up to 15 hours.
- 2) The "Employee" should notify the "Employer" immediately when his personal information changes, e.g. change of address.
- 3) During the existence of the employment relationship and after its termination, the "Employee" is obliged to keep absolute silence for all confidential processes, data and information learned in the course of his work, especially for customer data, industrial property rights, business and trade secrets, e.g. production and processing technology procedures, financial agreements and information about the sales of the company, as well as customer and supplier agreements, etc.
- 4) Upon termination of the employment relationship or with an exemption, or at any time during the existence of the employment relationship when the "Employer" requests, the "Employee" must return all objects and documents that are owned by the "Employer" or related to his work to the "Employer". The documents also include copies, photos, extracts or personal notes of the documents or files, sketches, drafts, documentation and source codes of the computer programs. The "Employee" has no right of lien on objects, which are bound to be returned.

Section 4 Salary and Reimbursement

- 1) The "Employee" receives a gross salary of €4,800 (in words: four thousand eight hundred) per month. The payment is at the end of each month after deduction of taxes and other statutory taxes.
- 2) Overtime up to 15 hours per month is compensated with the remuneration according to Paragraph 1. Any additional overtime will be remunerated separately or compensated by free time.
- 3) Any special benefit such as allowance or bonus granted by the "Employer" beyond the remuneration according to No. 1 is voluntary benefit by the "Employer". There is no legal entitlement to such benefits, even if they are granted repeatedly, neither for the reason nor for the

amount.

- 4) The mortgage on the salary without the prior written approval of the "Employer" is not permitted.

Section 5 Unavailability

If the "Employee" is prevented from working due to illness or other unforeseen incidents, he is obliged to notify the management of the company, or in case of his absence, to notify the management of the team immediately. In case of illness, the "Employee" shall provide the management of the company, or in case of his absence, the management of the team a medical certificate or a certificate from the health insurance office immediately, or at the latest on the third calendar day. The certificate shall attest his unavailability for work and its estimated duration.

Section 6 Travel Cost

The applicable provisions of the "Employer" regarding reimbursement of travel expenses constitute a part of this contract. If there are no corresponding provisions, the "Employer" will reimburse the "Employee" reasonable travel expenses, which incurred by the interest of the "Employer". However, the maximum amount is up to the tax-free limit. The original bills shall be provided.

Section 7 Vacation

- 1) The "Employee" is entitled to 24 working days' vacation in the 1st year of employment and 28 working days in the 2nd calendar year, based on the five-day week. The vacation days cannot be taken together. They must be divided and approved by the "Employer".
- 2) The time and the duration of the vacation shall follow the operational requirements. Meanwhile, the wishes of the "Employee" shall also be taken into account in an appropriate way.
- 3) If the "Employee" cannot take the vacations altogether or in part until the end of the year due to compelling business reasons or due to personal reasons, the vacation entitlement remains until March 31 of the following year. Thereafter, the vacation entitlement expires without replacement, unless the vacation cannot be taken due to the "Employee" being unable to work. In this case, the entitlement to vacation also extends beyond the end of the extension period.

Section 8 Inventions and Copyrights

- 1) The handling of "Employee" inventions is based on the provisions of the law on Employee inventions.
- 2) The "Employee" transfers to the company the exclusive rights of use and exploitation (including the right to license to third parties) for all work results related to his duty, which can be protected by copyright, trademark right, design right, or utility model right. The transfer shall be unlimited in terms of time, space and content. The company accepts this transfer from now on.
- 3) The "Employee" is paid for transferring the rights of use and exploitation with the salary according to Section 4 (1) of this contract. The "Employee" is not entitled to additional remuneration.

Section 9 End of Employment, Resignation, and Exemption

- 1) The statutory notice periods according to Section 622 of German Civil Code are applicable to this contract.
- 2) The employment relationship ends automatically on September 30, 2018, without requiring any termination.
- 3) Resignation, as long as necessary, shall be in written form.
- 4) In any case of resignation, the "Employer" is entitled to release the "Employee" from the obligation of work during the notice period. However, the open vacation shall be taken into account.

Section 10 Contractual Penalty

In case of failure to take up the post or termination by the "Employee" due to breach of contract, especially if the notice periods are not followed, a contractual penalty in the amount of gross monthly remuneration is to be paid.

Section 11 Scheduled Periods

- 1) All mutual claims arising from the employment relationship and those related to the employment relationship will lapse if they are not asserted in writing to the other contracting party within three months after the due date.

- 2) If the other contracting party rejects the claim or does not convey within two weeks after the claim has been asserted, the claim expires when it is not asserted via prosecuting within a further period of three months after the rejection or after the expiration of the scheduled period.
- 3) The scheduled periods do not apply to claims arising from tortious acts.

Section 12 Supplemental Agreements and Others

Changes to the contract and supplemental agreements must be in written form to be legally effective. The "Employee" agrees to keep the content of this contract secret, unless he is obliged to disclose it for legal reasons.

The personal data of the "Employee" can be saved and transmitted in the context of the intended purpose of the employment relationship and in compliance with the relevant data protection regulations.

Section 13 Severability Clause

If a provision in this contract is wholly or partially ineffective or becomes legally invalid later, this does not affect the validity of the remaining provisions. As far as legally permissible, instead of the ineffective provision, another appropriate regulation will be effective, which economically is as close as possible to what the contractual partners wanted or would have wanted when they had considered the ineffectiveness of the regulation.

This contract has seven (7) pages in total.

Application Serial No. 16/050,515
Translation Verification

PATENT
Docket: CU-73876

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application:	Thomas RAFFLER et al.]	GRP ART UNIT: 3643
Serial No:	16/050,515]	Ex.: BENEDIK, Justin M
Filed:	July 31, 2018]	
For:	A MULTIROTOR AIRCRAFT AND A METHOD FOR CONTROLLING THE MULTIROTOR AIRCRAFT		

TRANSLATION VERIFICATION

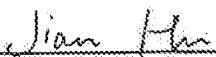
Sir:

I, the below undersigned translator, hereby state and declare that:

- a) My name and post office address are as stated below.
- b) That I am knowledgeable in the English and German languages and that I believe that the attached English translation of the employment contracts relating to the above captioned application for patent is a true and complete translation.
- c) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

April 16, 2020
Date

Jian Hu
Full Printed Name of Translator


Signature of Translator

Post Office Address: F21-22, No. 19
Bailongjiang East Street, Jianye District,
Nanjing, China

Ergänzungsvereinbarung zum Arbeitsvertrag vom 20.11.2015

zwischen

Thomas Raffler, Münchener Straße 16, 85748 Garching

- im Folgenden „Arbeitnehmer“ genannt -

und der Firma

Autel Europe GmbH, Robert-Bosch-Straße 25, 63225 Langen

- im Folgenden „Arbeitgeber“ genannt -

Präambel:

Zwischen den Parteien besteht auf Grundlage des Arbeitsvertrages vom 20.11.2015 bereits seit dem 1.1.2016 ein bis zum 31.12.2017 befristetes Arbeitsverhältnis. Zum Auslauf der bislang vorgesehenen Befristung des Arbeitsverhältnisses tritt das mit der Technischen Universität München bestehende Forschungsprojekt „Design and Development of a sub-5kg VTOL System“ in seine entscheidende Phase. Im Zusammenhang mit der arbeitgeberseitigen Betreuung dieses Forschungsprojektes besteht bis zu dessen Beendigung zum 31. Mai 2019 ein befristet erhöhter Personalbedarf. Die Parteien beabsichtigen daher, das zwischen ihnen zunächst bis zum 31.12.2017 befristete Arbeitsverhältnis auf der ausdrücklichen Grundlage einer Zweckbefristung mit Sachgrund im Sinne des § 14 TzBfG bis zum Ablauf des vorgenannten Projektes zum 31. Mai 2019 befristet fortzusetzen.

Vor diesem Hintergrund wird folgende Ergänzung zum Arbeitsvertrag vom 20.11.2015 geschlossen:

§ 1 Befristung

Der Arbeitnehmer wird beginnend ab dem 1.1.2018 (Startzeitpunkt) zum Zwecke der arbeitgeberseitigen Betreuung des Forschungsprojektes „Design and Development of a sub-5kg VTOL System“ mit der Technischen Universität München bis zu dessen Abschluss zum 31. Mai 2019 befristet weiter beschäftigt. Das Arbeitsverhältnis endet automatisch mit Erreichen dieses Zweckes im Sinne des § 14 TzBfG mit der Beendigung des Forschungsprojektes zum 31. Mai 2019, ohne dass es einer Kündigung bedarf.

§ 2 Gehalt

Das bisherige Gehalt in Höhe von EUR 5.830,- brutto pro Monat erhöht sich ab dem in § 1 genannten Startzeitpunkt auf EUR 6.500,- brutto pro Monat.

§ 3 Ausschlussfristen

(1) Alle gegenseitigen Ansprüche aus dem Anstellungsverhältnis und solche, die mit dem Anstellungsverhältnis in Verbindung stehen, verfallen, wenn sie nicht innerhalb von drei Monaten nach Fälligkeit gegenüber der anderen Vertragspartei in Textform geltend gemacht werden. Werden die Ansprüche vom anderen Teil abgelehnt oder erklärt sich dieser innerhalb von zwei Wochen nicht, so verfallen die Ansprüche, wenn nicht innerhalb einer weiteren Frist von drei Monaten nach Ablehnung oder Fristablauf die gerichtliche Geltendmachung erfolgt.

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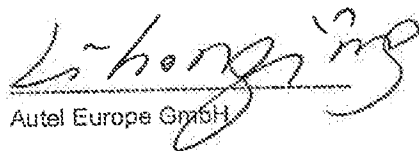
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§ 5 Schlussbestimmungen

(1) Ansonsten verbleibt es bei den Regelungen des zwischen den Parteien bestehenden Arbeitsvertrages vom 20.11.2015.

(2) Sollte eine Bestimmung dieser Ergänzungsvereinbarung unwirksam sein oder werden, so wird die Wirksamkeit der übrigen Bestimmungen dadurch nicht berührt. Anstelle der unwirksamen Bestimmung soll eine rechtlich zulässige als vereinbart gelten, die dem Sinn und Zweck der unwirksamen Bestimmung so nahe wie möglich kommt.

Langen, den 7.9.2014


Autel Europe GmbH


Thomas Raffler



Employment Contract

Between

Autel Europe GmbH
Robert - Bosch - Str. 25
63225 Langen

Hereinafter "Employer"

And

.....

Hereinafter "Employee"

Section 1 Beginning and End of the Employment Relationship

The employment relationship begins on October 1, 2016 and expires on September 30, 2018. It ends automatically on September 30, 2018, without requiring any termination.

The employment relationship will be ended at a certain time. The first six (6) months are regarded as probation period. During the probation period, the employment relationship can be terminated by both sides with a notice period of two (2) weeks (Section 622, Paragraph 3 German Civil Code). The parties will hold a conversation not later than one month before the agreed expiring date, in which the company will discuss with the "Employee" on the possible extension of this employment contract.

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 - a) Development of control algorithms for unmanned aerial vehicles
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Section 4 Salary and Reimbursement

- 1) The "Employee" receives a gross salary of €4,800 (in words: four thousand eight hundred) per month. The payment is at the end of each month after deduction of taxes and other statutory taxes.
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amount.

- 4) The mortgage on the salary without the prior written approval of the "Employer" is not permitted.

Section 5 Unavailability

If the "Employee" is prevented from working due to illness or other unforeseen incidents, he is obliged to notify the management of the company, or in case of his absence, to notify the management of the team immediately. In case of illness, the "Employee" shall provide the management of the company, or in case of his absence, the management of the team a medical certificate or a certificate from the health insurance office immediately, or at the latest on the third calendar day. The certificate shall attest his unavailability for work and its estimated duration.

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- 2) The time and the duration of the vacation shall follow the operational requirements. Meanwhile, the wishes of the "Employee" shall also be taken into account in an appropriate way.
- 3) If the "Employee" cannot take the vacations altogether or in part until the end of the year due to compelling business reasons or due to personal reasons, the vacation entitlement remains until March 31 of the following year. Thereafter, the vacation entitlement expires without replacement, unless the vacation cannot be taken due to the "Employee" being unable to work. In this case, the entitlement to vacation also extends beyond the end of the extension period.

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- 1) The handling of "Employee" inventions is based on the provisions of the law on Employee inventions.
- 2) The "Employee" transfers to the company the exclusive rights of use and exploitation (including the right to license to third parties) for all work results related to his duty, which can be protected by copyright, trademark right, design right, or utility model right. The transfer shall be unlimited in terms of time, space and content. The company accepts this transfer from now on.
- 3) The "Employee" is paid for transferring the rights of use and exploitation with the salary according to Section 4 (1) of this contract. The "Employee" is not entitled to additional remuneration.

Section 9 End of Employment, Resignation, and Exemption

- 1) The statutory notice periods according to Section 622 of German Civil Code are applicable to this contract.
- 2) The employment relationship ends automatically on September 30, 2018, without requiring any termination.
- 3) Resignation, as long as necessary, shall be in written form.
- 4) In any case of resignation, the "Employer" is entitled to release the "Employee" from the obligation of work during the notice period. However, the open vacation shall be taken into account.

Section 10 Contractual Penalty

In case of failure to take up the post or termination by the "Employee" due to breach of contract, especially if the notice periods are not followed, a contractual penalty in the amount of gross monthly remuneration is to be paid.

Section 11 Scheduled Periods

- 1) All mutual claims arising from the employment relationship and those related to the employment relationship will lapse if they are not asserted in writing to the other contracting party within three months after the due date.

- 2) If the other contracting party rejects the claim or does not convey within two weeks after the claim has been asserted, the claim expires when it is not asserted via prosecuting within a further period of three months after the rejection or after the expiration of the scheduled period.
- 3) The scheduled periods do not apply to claims arising from tortious acts.

Section 12 Supplemental Agreements and Others

Changes to the contract and supplemental agreements must be in written form to be legally effective. The "Employee" agrees to keep the content of this contract secret, unless he is obliged to disclose it for legal reasons.

The personal data of the "Employee" can be saved and transmitted in the context of the intended purpose of the employment relationship and in compliance with the relevant data protection regulations.

Section 13 Severability Clause

If a provision in this contract is wholly or partially ineffective or becomes legally invalid later, this does not affect the validity of the remaining provisions. As far as legally permissible, instead of the ineffective provision, another appropriate regulation will be effective, which economically is as close as possible to what the contractual partners wanted or would have wanted when they had considered the ineffectiveness of the regulation.

This contract has seven (7) pages in total.

Application Serial No. 16/050,515
Translation Verification

PATENT
Docket: CU-73876

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application: Thomas RAFFLER et al. } GRP ART UNIT: 3643
Serial No: 16/050,515 } Ex.: BENEDIK, Justin M
Filed: July 31, 2018 }
For: A MULTIROTOR AIRCRAFT AND A METHOD FOR CONTROLLING THE
MULTIROTOR AIRCRAFT

TRANSLATION VERIFICATION

Sir:

I, the below undersigned translator, hereby state and declare that:

- a) My name and post office address are as stated below.
- b) That I am knowledgeable in the English and German languages and that I believe that the attached English translation of the employment contracts relating to the above captioned application for patent is a true and complete translation.
- c) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

April 16, 2020
Date

Jian Hu
Full Printed Name of Translator

Jian Hu
Signature of Translator

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