

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR NON-SIGNING INVENTOR
CONVEYING PARTY DATA	
Name	Execution Date
CHUN-TUNG WU	06/30/2020
RECEIVING PARTY DATA	
Name:	YOUNG OPTICS INC.
Street Address:	NO. 11, HSIN-ANN RD., HSINCHU SCIENCE PARK
City:	HSINCHU
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16918265
CORRESPONDENCE DATA	
Fax Number:	(703)621-7155
<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:	7036217140
Email:	mailroom@mg-ip.com, fbb@mg-ip.com
Correspondent Name:	MUNCY, GEISSLER, OLDS & LOWE, PC
Address Line 1:	4000 LEGATO RD., SUITE 310
Address Line 4:	FAIRFAX, VIRGINIA 22033
ATTORNEY DOCKET NUMBER:	3722/1396PUS1
NAME OF SUBMITTER:	JOE MCKINNEY MUNCY
SIGNATURE:	/Joe McKinney Muncy/
DATE SIGNED:	07/14/2020
Total Attachments: 6	
source=2020-06-30 Verification of translation form#page1.tif	
source=Employment agreement and Affidavit for non-signed inventor#page1.tif	
source=Employment agreement and Affidavit for non-signed inventor#page2.tif	
source=Employment agreement and Affidavit for non-signed inventor#page3.tif	
source=Employment Agreement Translation-abridged#page1.tif	
source=Employment Agreement Translation-abridged#page2.tif	

VERIFICATION OF TRANSLATION

The undersigned hereby declares the following:

That I am knowledgeable in Chinese and English, That I have reviewed the employment agreement and verify that the attached document is an accurate translation thereof.

All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true. Further, 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.

Date

6/26/2020

Signature

Peter Yang

Typed or Printed Name

Peter Yang

揚明光學股份有限公司 員工忠誠合約

茲聘僱人 伍俊東

(以下簡稱甲方)

揚明光學股份有限公司

(以下簡稱乙方)

甲方因業務需要聘僱之員工(包括正任及試用期之員工),於本職岗位上或相關業務而參與知悉或可能知悉之各項業務機密。為使甲方所有保守商業秘密之義務及避免乙方之商業秘密洩漏予第三人,乙方應依公司政策,對其知悉之業務中之機密資料,以維護甲方之利益。商業秘密、商業方案或商業計畫,雙方應同意於中華民國 97 年 4 月 17 日簽定本合約,其內容應雙方詳細閱讀並充分瞭解,同意遵守各項條款如下:

一、保密義務

(一) 僱用義務

甲方聘僱乙方為職務,應遵守乙方其在受聘期間應遵守之各項規章、專利、著作或專門技術(know-how)及對第三人所負法律上或契約上不保秘密之義務。如有違反應依相關規定處理。又甲方對第三人負有在一般範圍內之工作義務不得為之特定義務,亦應尊重告知乙方。

(二) 保密義務

甲方因業務需要聘僱或委任各項職務之員工應依規定保護機密資料。除應遵守各項業務機密外,尚應遵守各項業務機密,不得在業務關係外洩露。此外,更不得將機密資料洩漏予第三人。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。甲方之商業秘密不因雙方勞動關係終止、契約或關係、被僱者等任何因素而影響其效力。

(三) 機密資料

本合約所稱之「機密資料」者,係指甲方之商業秘密、專利、著作或專門技術及與甲方及其員工以外人員所不能知悉或應予保密之「機密」或「秘密」或「其他商業秘密」,如商業計畫、技術上或生產上之秘密,但不包括已公開或一般公眾所知悉之資訊。機密資料包括但不限於:發現、構想(idea)、概念(concept)、商業發展計畫或策略、資料、圖說(drawings)、產品規格(specification)、技術(techniques)、模型(models)、資料(data)、圖表(diagrams)、文件(documentation)、流程圖(flow charts)、研究(research)、發展(development)、業務(process)、配方(formulation)、或製程(procedures)、材料或製造方法、機器裝置、製造及其他技術或專門技術(know-how)、及其他文件資料、品質控制溫度與系統資料、行銷計劃與策略資料(marketing plan and materials)、銷售或產品發展計劃(sales plan or product development)、合約及會議內容、電子信件、通訊紀錄、保險單及保險合約、儲蓄及福利計畫、產品或業務計畫、財務計畫、人事資料等均可歸機密資料。

(四) 機密資料

甲方應依本合約之規定保護機密資料,乙方亦應依本合約之規定,不得洩漏機密資料及對第三人負有法律上或契約上不保秘密之義務。如有違反應依相關規定處理。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。

(五) 其他義務

當乙方應遵守之機密資料係屬商業秘密、專利、著作或專門技術、圖表、報告、信件、會議、會議紀錄等機密資料時,乙方應依本合約之規定保護機密資料。此外,更不得將機密資料洩漏予第三人。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。此外,更不得將機密資料洩漏予第三人。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。

(六) 商業秘密之保護

雙方同意不可洩漏機密資料及機密資料,違反此項規定者應依本合約之規定處理。如有違反應依相關規定處理。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。

1. 不得將機密資料洩漏予第三人,且不得將機密資料洩漏予第三人。
2. 不得將機密資料洩漏予第三人,且不得將機密資料洩漏予第三人。
3. 不得將機密資料洩漏予第三人,且不得將機密資料洩漏予第三人。
4. 不得將機密資料洩漏予第三人,且不得將機密資料洩漏予第三人。

如有違反本合約之規定者,乙方應依本合約之規定處理。如有違反應依相關規定處理。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。

如有違反本合約之規定者,乙方應依本合約之規定處理。如有違反應依相關規定處理。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。

如有違反本合約之規定者,乙方應依本合約之規定處理。如有違反應依相關規定處理。且應依乙方之要求不得以乙方之業務秘密為商業目的或與業務上之競逐或利益。

二、其他事項

(一) 本合約之有效期間

1. 本合約自簽訂之日起生效,有效期間為一年。
2. 本合約自簽訂之日起生效,有效期間為一年。

(二) 本合約之修改

1. 本合約如有修改,應由雙方簽訂書面協議。
2. 本合約如有修改,應由雙方簽訂書面協議。

及核准) 在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者。甲乙雙方
乙方之專利權或發明權，不得轉讓與他人，亦不得以其他任何方式轉讓與他人，且其轉讓與他人之專利權或發明權，
(三) 甲乙雙方同意，在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者，
(四) 甲乙雙方同意，在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者，
(五) 甲乙雙方同意，在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者，

三、 關於專利權之管理
(一) 甲乙雙方同意，在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者，
(二) 甲乙雙方同意，在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者，
(三) 甲乙雙方同意，在下列第一條(三)項所規定之範圍內及核准已交付之專利權或發明權之權利人與發明者，

(四) 專利權之管理
1. 專利權之管理
2. 專利權之管理
3. 專利權之管理
4. 專利權之管理
5. 專利權之管理
6. 專利權之管理

(五) 專利權之管理
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6. 專利權之管理

(六) 專利權之管理
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6. 專利權之管理

四、 專利費用
(一) 專利費用
1. 專利費用
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(二) 專利費用
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(三) 專利費用
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五、 專利費用
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六、 專利費用
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七、 專利費用
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6. 專利費用

八、 專利費用
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5. 專利費用
6. 專利費用

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor: LIN, YU-CHEN	Examiner:
Application No.:	Art Unit:
Title: OPTICAL LENS AND PROJECTION APPARATUS	Confirmation Number:
Attorney Docket No.:	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

AFFIDAVIT

Dear Sir:

I, TP CHANG, am a SENIOR DIRECTOR of YOUNG OPTICS INC., a CORPORATION organized and existing under the laws of TAIWAN, and having an address of No.7, Hsin Ann Rd., Hsinchu Science Park, Taiwan.

Having firsthand knowledge of the facts, I hereby attest that the above-identified invention was made by CHUN-TUNG WU while employed by YOUNG OPTICS INC.

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.

TP. Chang

(Signature)

2020/6/30

(Date)

Employment Agreement

Employee: CHUN-TUNG WU (herein below referred to as Party A)

Employer: Young Optics Inc. (herein below referred to as Party B)

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of 99th year of the Republic Era, April 19, by and between Young Optics Inc. ("Employer") and the person who signed herein ("Employee").

The Employee agrees to abide by the Employer's rules, regulations, policies and practices which shall be binding as a part of this Agreement. The Employee will perform all duties as requested by the Employer that are reasonable and that are customarily performed by an employee in a similar position in the industry or business of the Employer. The Employee shall perform his/her best efforts to protect Employer's benefit without breaking any applicable laws or cause any damages to the Employer. The Employee agrees that he/she will at all times faithfully, industriously, and to the best of his/her skill, ability, experience and talents, perform all of the duties required of his/her position.

一、Confidential Information

(一)-(五) :abridged

(六) Intellectual Property Rights

During the employment, Employee and Employer agree that all inventions (defined as below) generated or conceived or reduced to practice or learned by Employee, whether it's patent, trademark, copyrights or any other intellectual rights (collectively "IPR") granted or not, unless otherwise agreed by Employee and Employer, the ownership of inventions following the rules hereunder:

- (1) Employee and Employer hereby agree that, to the extent applicable laws of any jurisdiction bound to recognize IPR, shall be deemed to be performed by Employee as works made for hire for Employer, and are and shall be the sole and exclusive property of Employer. To the extent such laws or any rule of law does not so permit, then Employee expressly agrees to assign to Employer any and all rights, title and interest which Employee has or hereafter acquires in such services and work product.
- (2) Employee remains moral rights, and shall help Employer to apply or

preserve IPR. Employee shall not disclose any part of IPR to anyone or publicly without prior written consent of Employer.

- (3) Works made for hire for Employer is IPR made in the performance of duties.

If the Employee declares any IPR is not made in the performance of duties, he/she shall inform Employer by written notice of such IPR for further confirmation by Employer and Employee. Otherwise, the IPR will be deemed as being made in the performance of duties.

- (4) The ownership of IPR shall be vested in Employee when it is neither relevant to the performance of duties nor made through the utilization of Employer's resources, information or IPRs. However, Employer may exploit the IPR free of charge if Employer believes it is relevant to its business, however, Employer and Employee shall not license such IPR to any third party. If Employee puts an offer to sell, Employer has the right of first refusal.

Regardless the employment, Employee shall, upon Employer's or its agent's request, without any condition, sign all the necessary legal documents, applications and fulfill the requirements to aid Employer or its agent to apply or preserve IPR in any legal proceeding in all countries.

Employee warrants that the IPR is free from any intellectual property right infringement. Employee shall defend, indemnify and hold harmless the Employer against all damages, costs, claims, suits, actions, liability, penalties, settlements and attorneys' fees, to the extent that the foregoing is based on a claim that IPR infringe one or more patents or other intellectual property of any third party, furthermore Employer may further terminate the employment.

二-九 :abridged

Party A (Employee) : CHUN-TUNG WU

Title: engineer

Identification No.:G121513616

Party B (Employer) :Young Optics, Inc.

Address : No.11, Hsin-Ann Rd.,Hsinchu Science Park, Hsinchu,Taiwan
30076, R.O.C