

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6491020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERDAL KARAMUK	04/04/2017
RECEIVING PARTY DATA	
Name:	SONOVA AG
Street Address:	LAUBISRÜTISTRASSE 28
City:	STÄFA
State/Country:	SWITZERLAND
Postal Code:	8712
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17134290
CORRESPONDENCE DATA	
Fax Number:	(310)563-1460
<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:	3109891497
Email:	cslavin@hsh-iplaw.com
Correspondent Name:	CRAIG SLAVIN
Address Line 1:	PO BOX 341689
Address Line 4:	AUSTIN, TEXAS 78734
ATTORNEY DOCKET NUMBER:	2010-043 (E200034)
NAME OF SUBMITTER:	CRAIG A SLAVIN
SIGNATURE:	/Craig A. Slavin/
DATE SIGNED:	01/12/2021
Total Attachments: 19	
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Document List

Document 1 – A redacted copy of Sonova AG Conditions of Employment (“Conditions of Employment”). Note unredacted Section 13, which includes the assignment of patent rights, with underlining added for USPTO convenience, as well as unredacted Sections 14.1 and 14.2 which indicate that the effective date is 1 April 2017 and that Swiss law applies.

Document 2 – A Confirmation of the Conditions of Employment signed by Erdal Karamuk.

Document 2A – An English language version of the Confirmation of the Conditions of Employment signed by Erdal Karamuk.

Document 3 – Swiss Civil Code, Part 5, Art. 332.

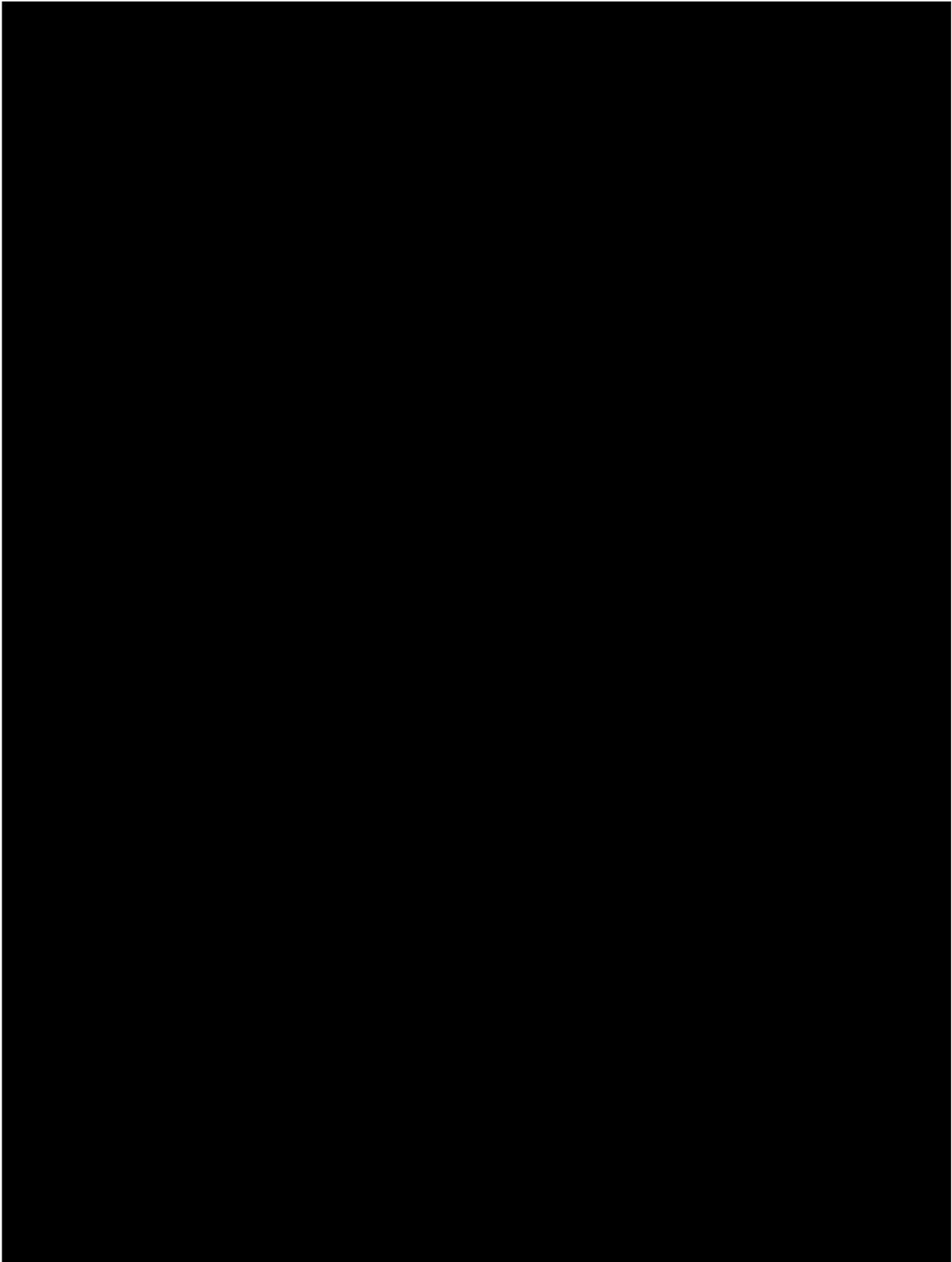
Conditions of Employment

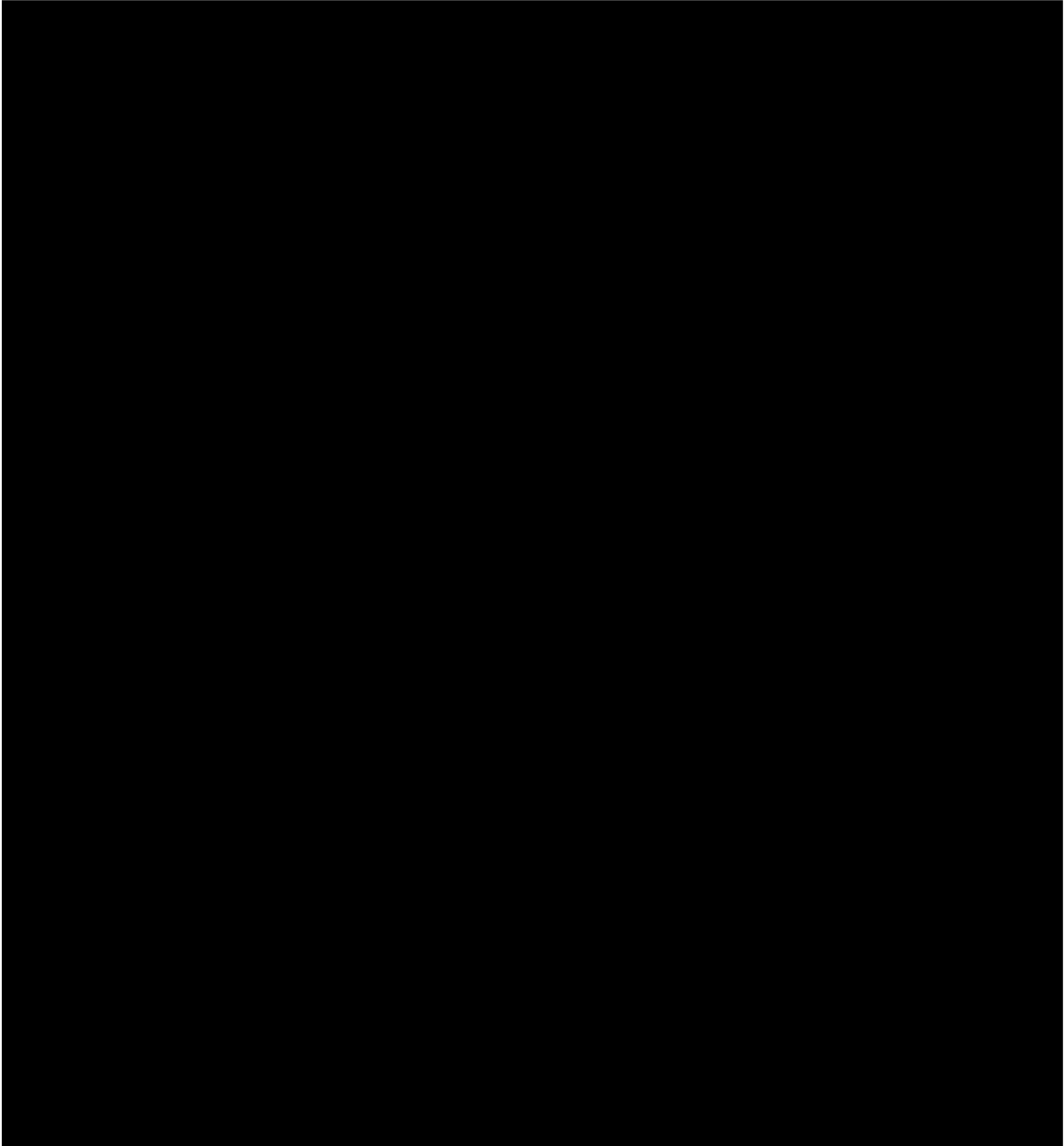
at Sonova AG and Advanced Bionics AG



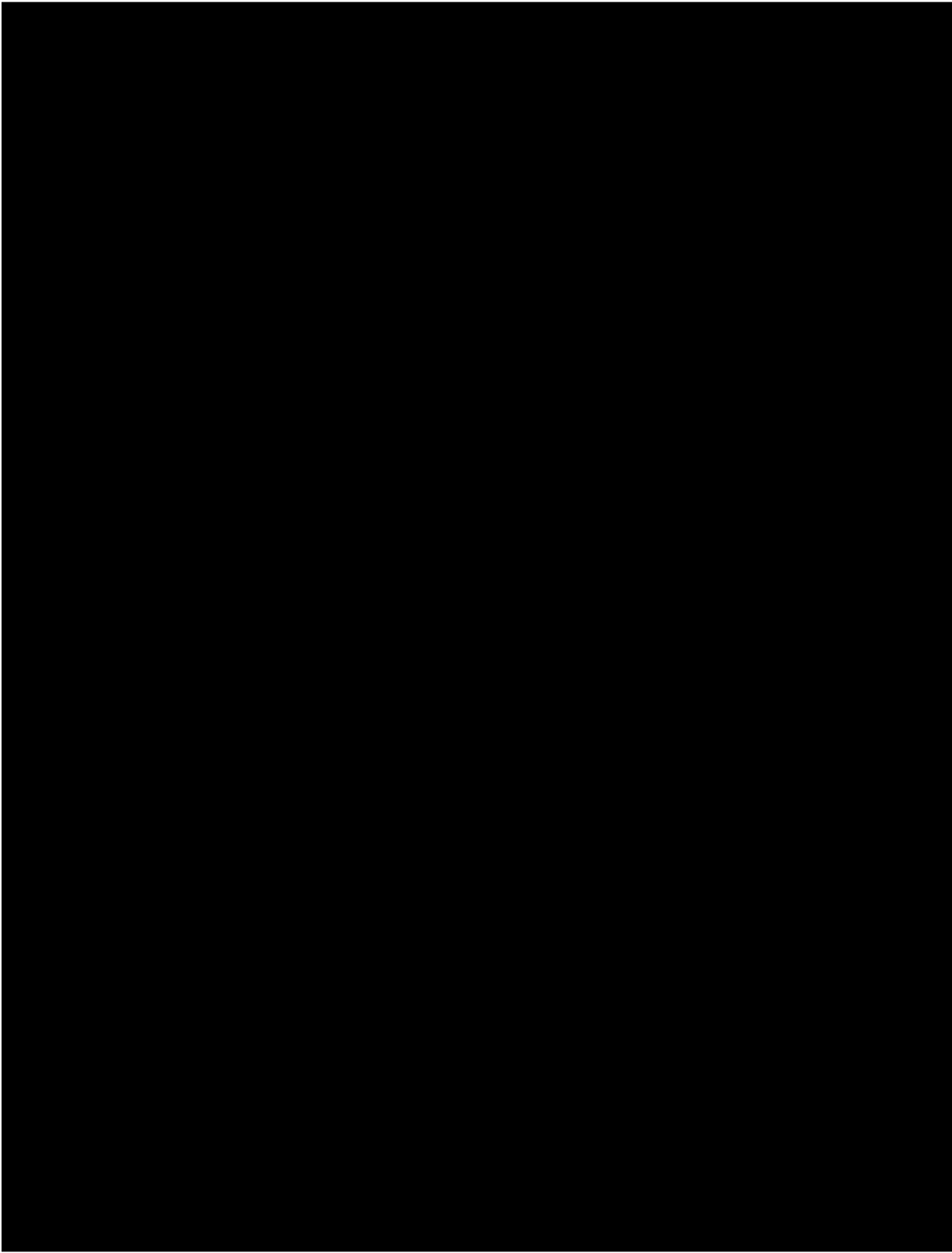
Document 1

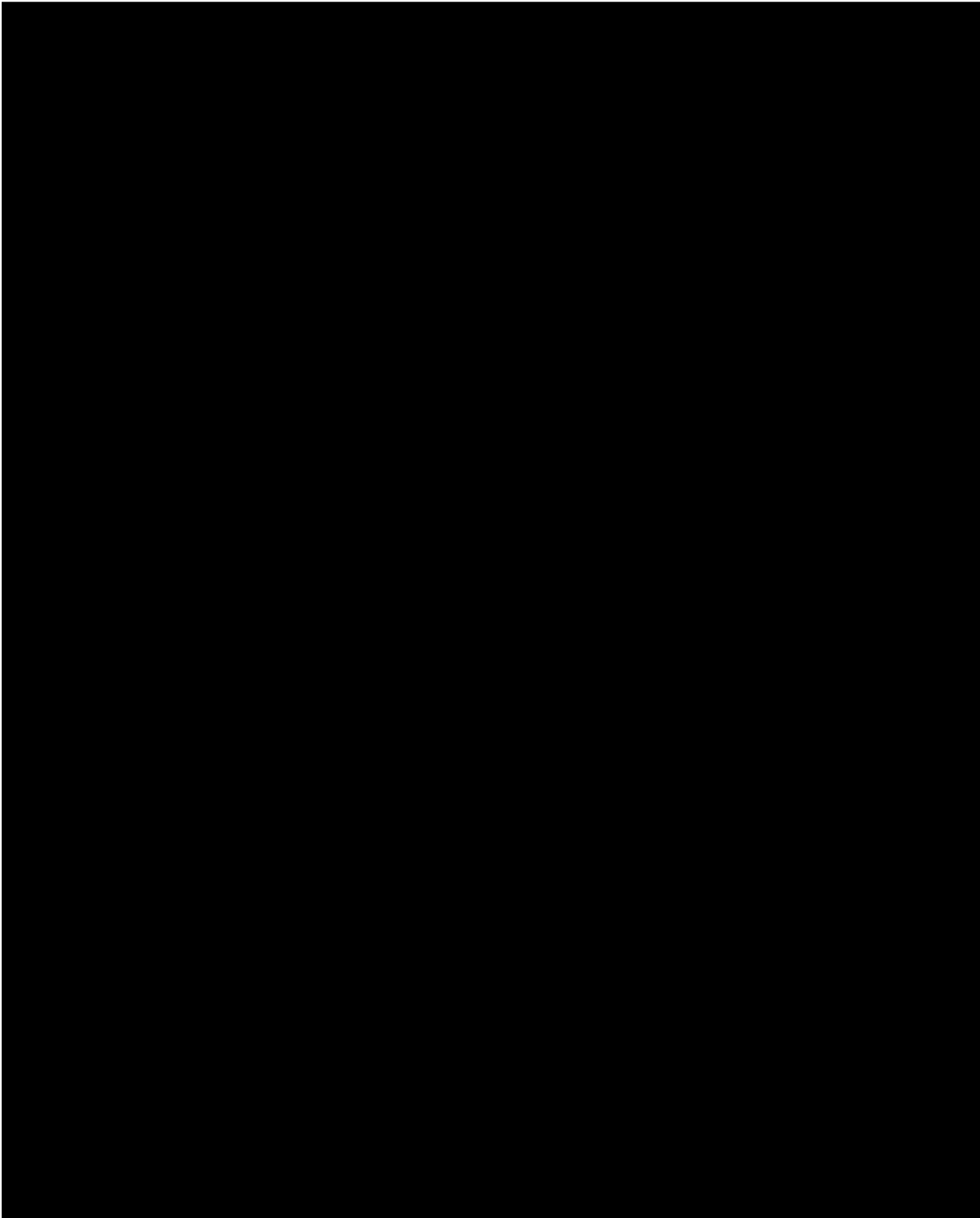
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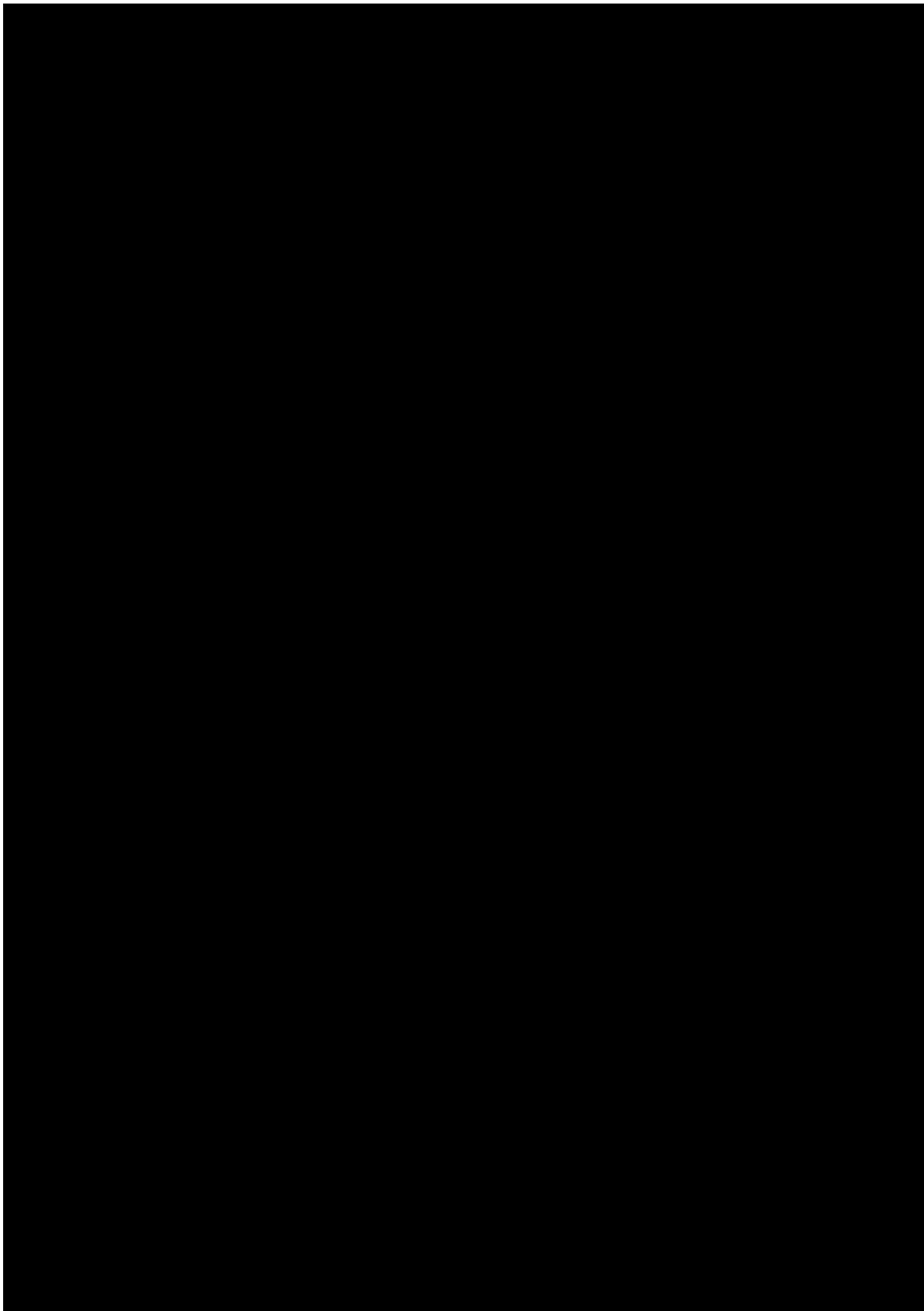


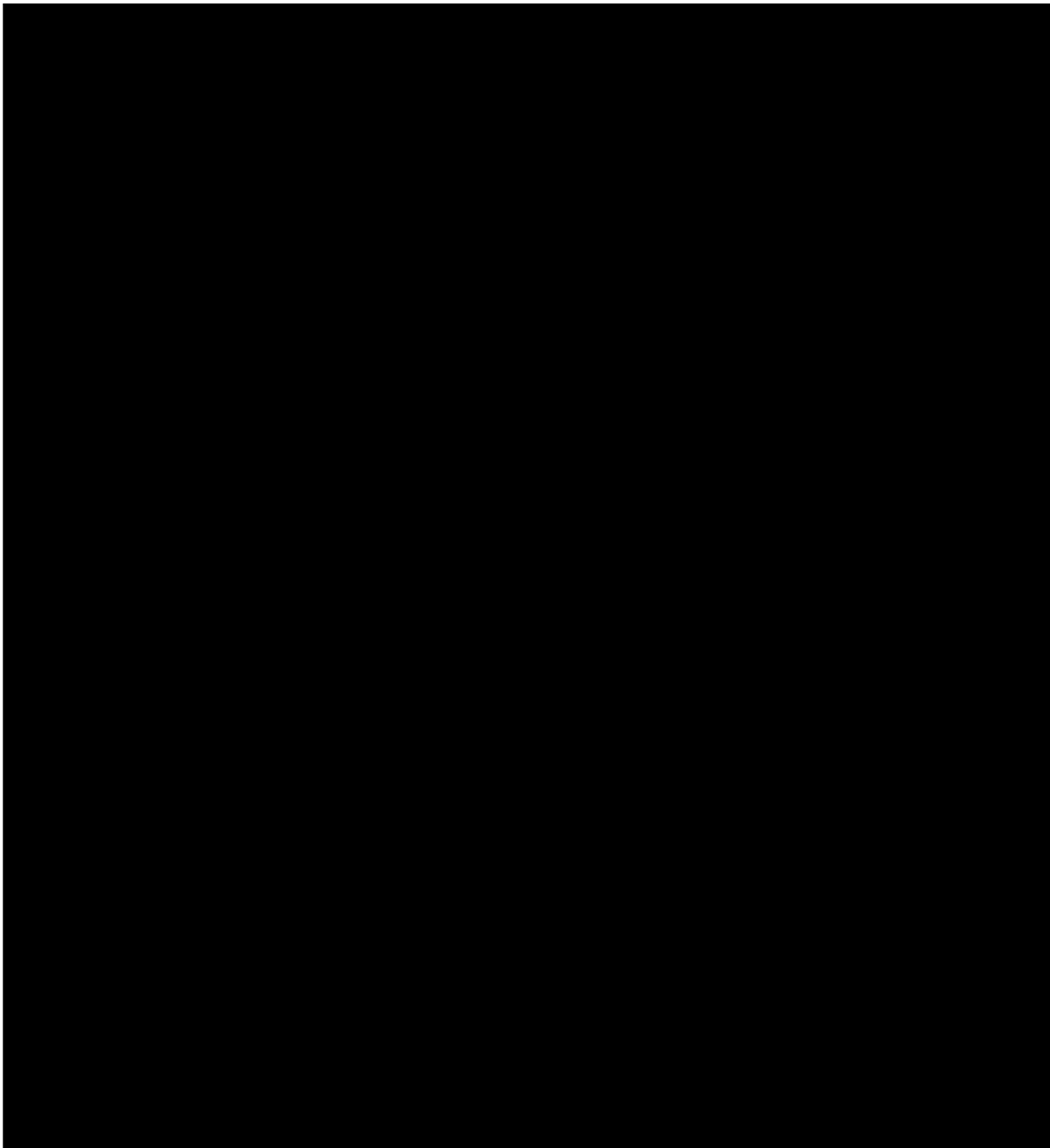


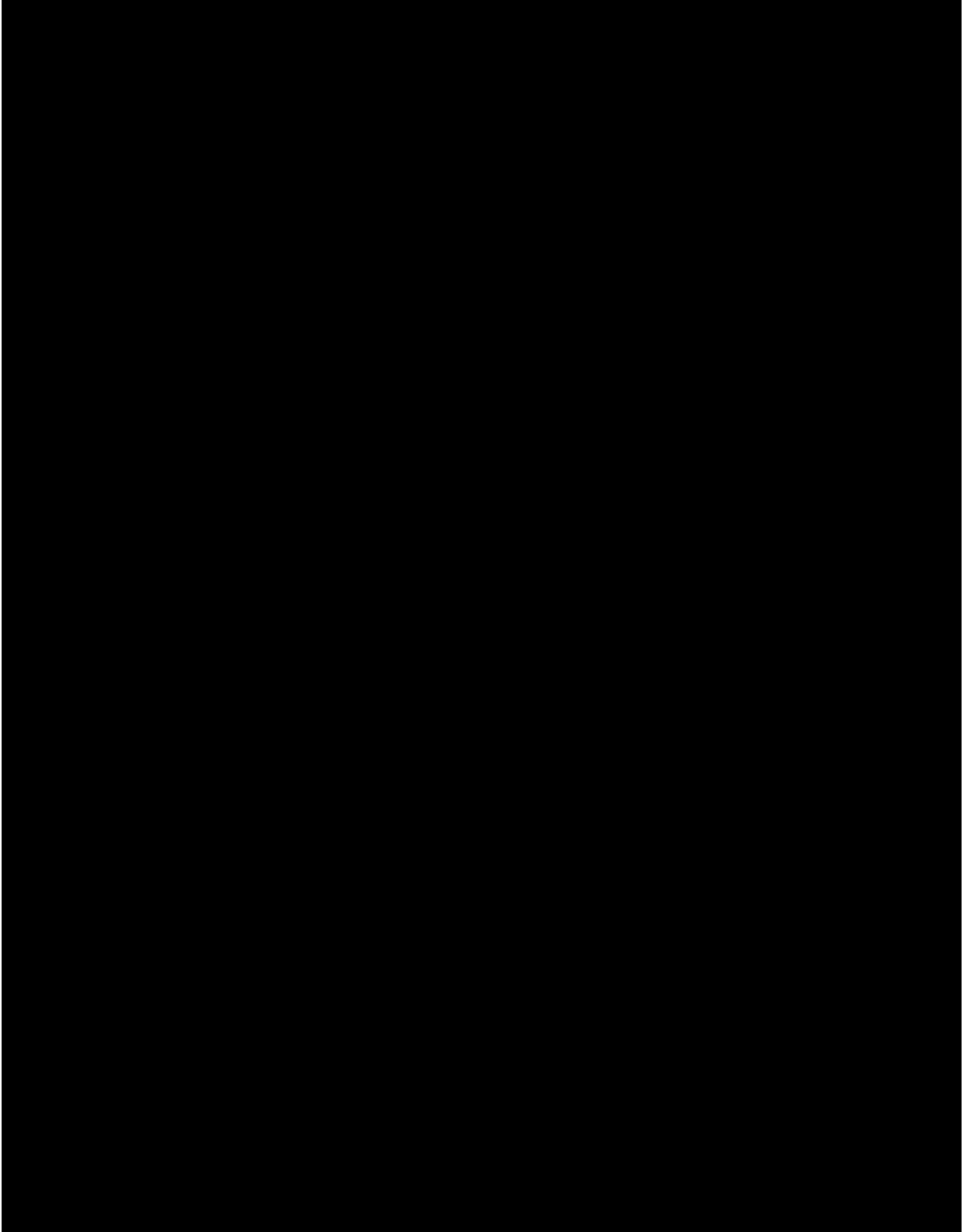
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[REDACTED]	

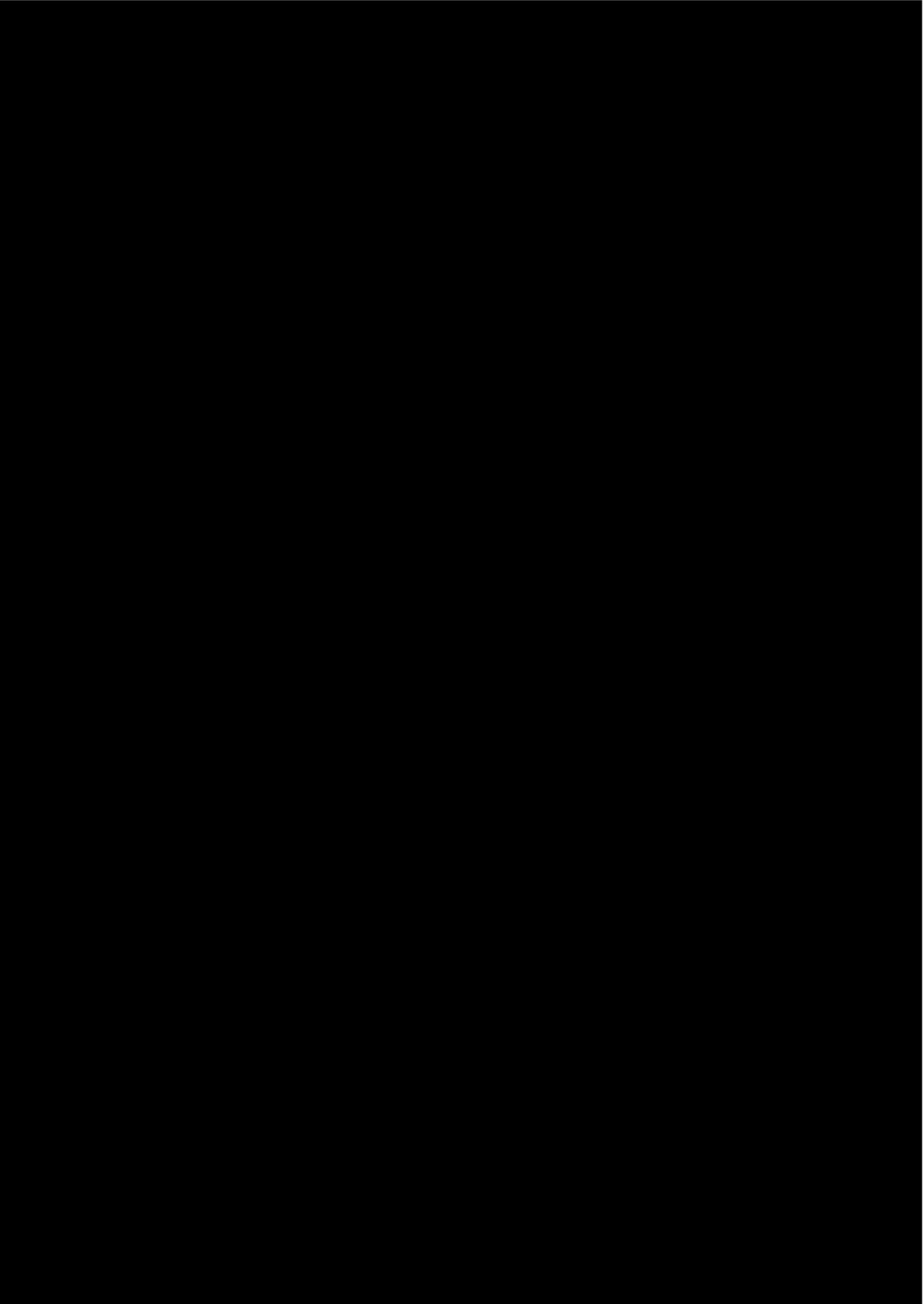




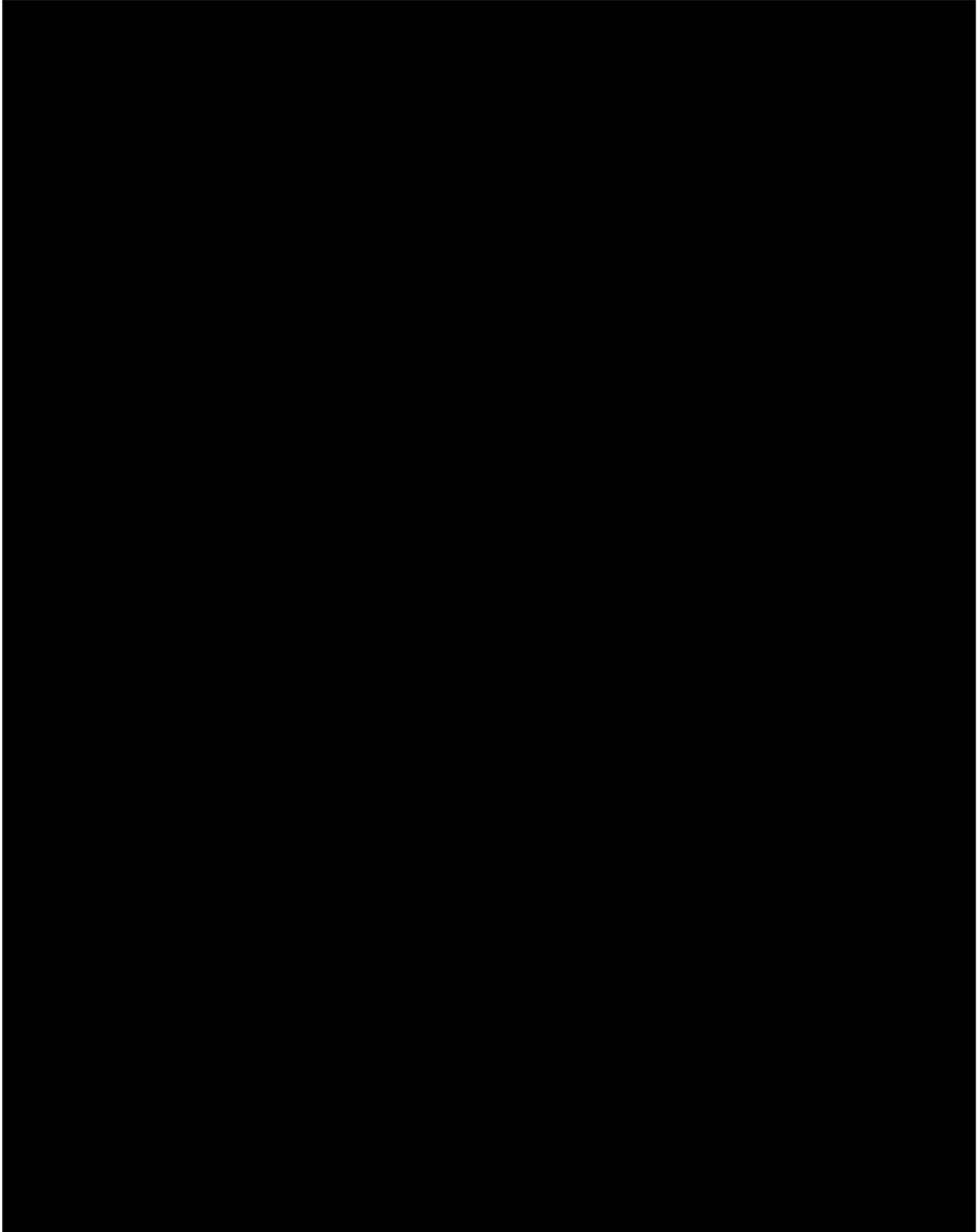


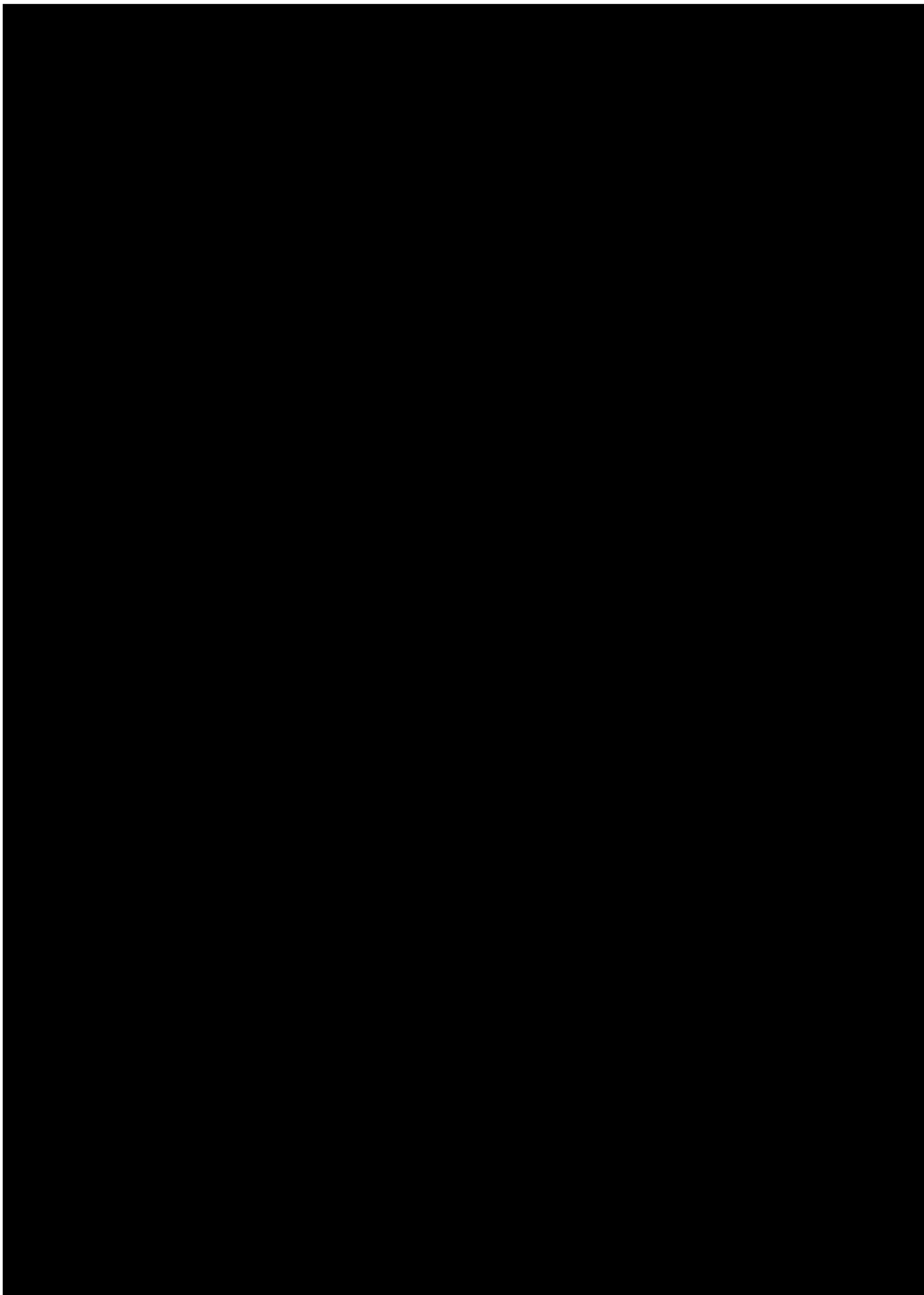


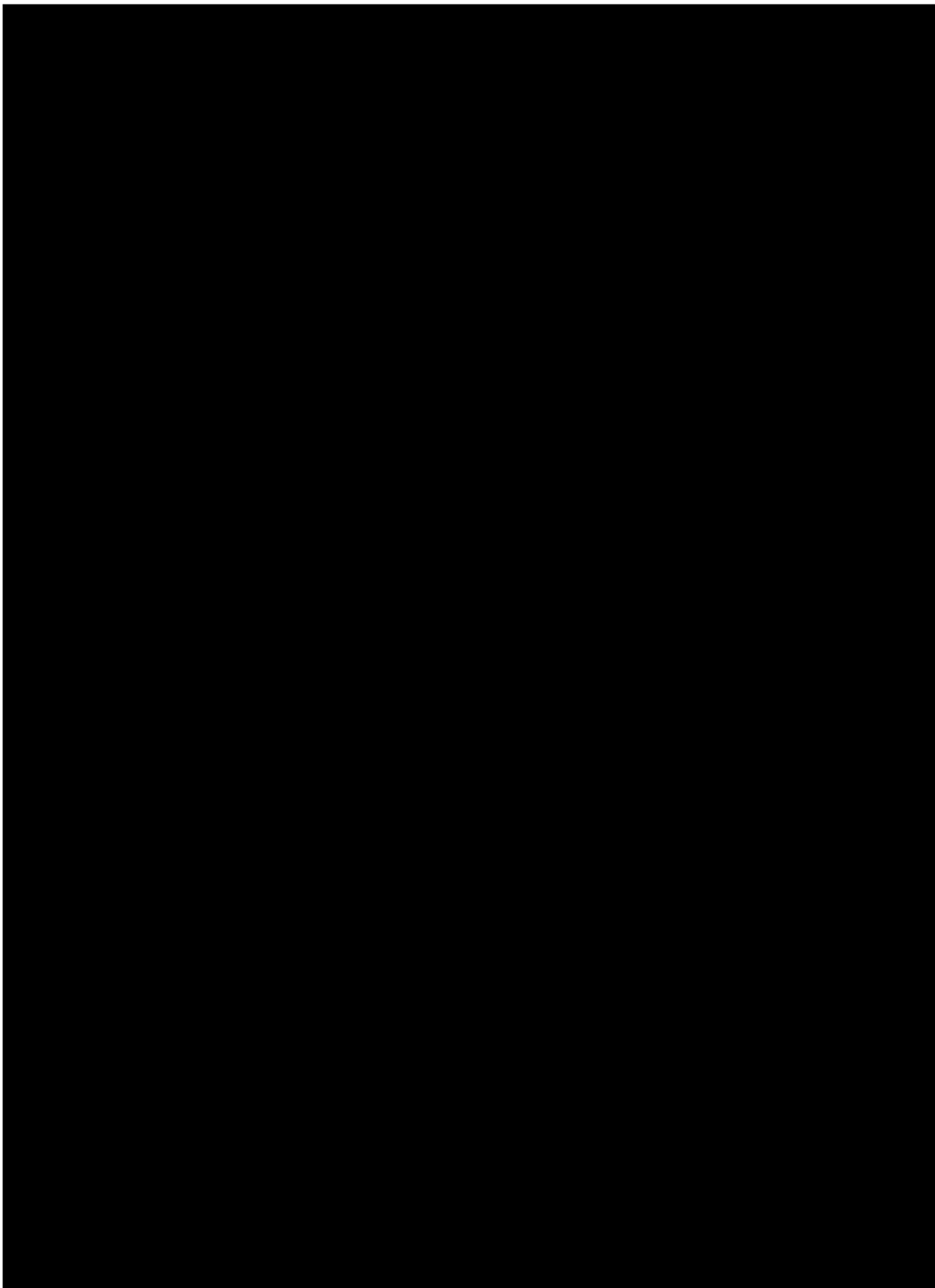


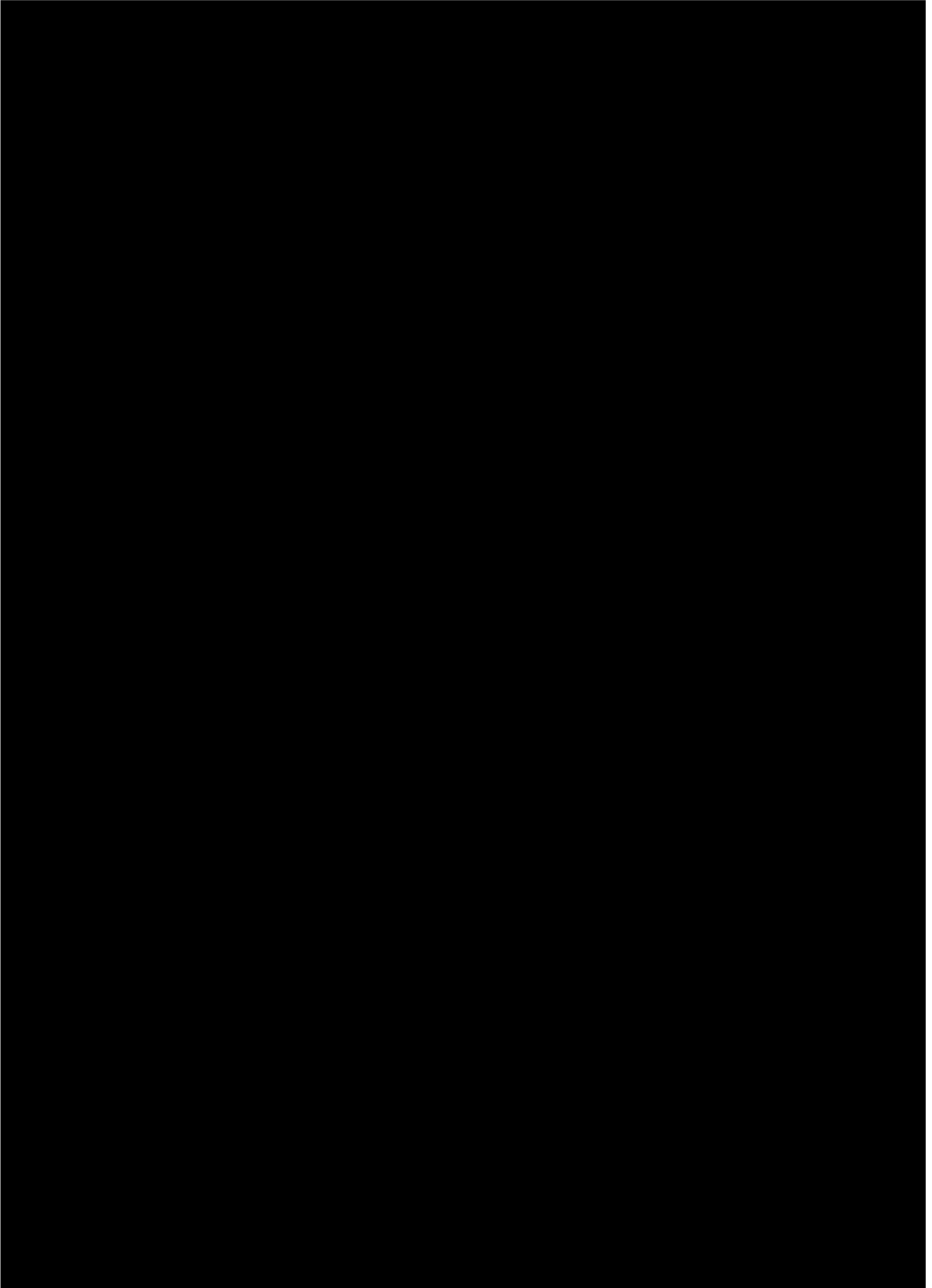


Document 1









13. Inventions and intellectual property

Inventions created or contributed to by employees in the performance of their contractual duties must immediately be notified to both the manager and the Patents department and must be assigned to 'Sonova', whether or not they can be protected by patent; they are the property of 'Sonova'.

This duty to assign also covers software developed at the request of 'Sonova'. This legal assignment covers all rights set out under Art. 9-11 of the Copyright Act in particular. Assignment also covers rights to software that is created by employees while undertaking their daily activities but not as a fulfilment of their contractual duties. The salary paid is deemed to compensate staff for ceding these rights.


The principles governing inventions are also applied to other items of intellectual property, as far as these are connected to the work remit of the employee. Inventions that employees accomplish in the performance of their work at 'Sonova' but not in the fulfilment of their contractual duties will generate a right to remuneration, unless 'Sonova' waives the right to claim the invention.

Document 1

14. Final Provisions

14.1 Commencement

These conditions of employment take effect on 1 April 2017 and replace all previous work and employment regulations.



14.3 Disputes and applicable law

In the event of disputes, efforts should be made to resolve the issue amicably before any recourse to legal proceedings.

Substantive Swiss law shall apply.




Bestätigung

Die Anstellungsbedingungen sind ein integrierter Bestandteil des Arbeitsvertrages. Bitte lese diese sorgfältig durch. Sie sind im Infocenter unter HR > Prozesse > Personal-Rekrutierung verfügbar. Als Zeichen Deiner Kenntnisnahme und Deines Einverständnisses bitten wir Dich, die Bestätigung unterzeichnet bis zum **31. März 2017** an das HR zu retournieren.

Ich bestätige den Erhalt bzw. die Kenntnisnahme der neuen Anstellungsbedingungen per 1. April 2017 und erkläre, den Inhalt verstanden zu haben und damit einverstanden zu sein.

Vorname Nachname: Erhal Karimuk

Datum: 4.4.2017 Unterschrift: 

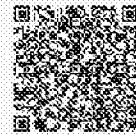
Confirmation

The terms of employment are an integral part of the employment contract. Please read them carefully. To confirm that you have taken note of this information and to indicate your agreement, please return a signed copy of the confirmation to HR by **March 31, 2017**.

I confirm that I have received and taken note of the new terms of employment applicable from April 1, 2017 and declare that I have understood and agree with the content.

First name Surname: _____

Date: _____ Signature: _____



Start > Federal law > Classified compilation > Internal laws > 220 Federal Act of 30 March 1911 on the Amendment of the Swiss Civil Code (Part Five: The Code of Obligations)

Art. 332¹E. Right to inventions and designs

E. Right to inventions and designs

¹ Inventions and designs produced by the employee alone or in collaboration with others in the course of his work for the employer and in performance of his contractual obligations belong to the employer, whether or not they may be protected.

² By written agreement, the employer may reserve the right to acquire inventions and designs produced by the employee in the course of his work for the employer but not in performance of his contractual obligations.

³ An employee who produces an invention or design covered by paragraph 2 must notify the employer thereof in writing; the employer must inform the employee within six months if he wishes to acquire the invention or design or release it to the employee.

⁴ Where it is not released to the employee, the employer must pay him separate, appropriate remuneration to be determined with due regard to all pertinent circumstances and in particular the economic value of the invention or design, the degree to which the employer contributed, any reliance on other staff and on the employer's facilities, the expenses incurred by the employee and his position in the company.

¹ Amended by Annex No II to the FA of 5 Oct. 2001 on the Protection of Designs, in force since 1 July 2002 (AS 2002 1456; BBl 2000 2729).