

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6608339

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE CONTRACT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
EBO MAO	12/31/2017
RECEIVING PARTY DATA	
Name:	COMMERCIAL VEHICLE COMPONENTS (SHANGHAI) CO., LTD.
Street Address:	NO. 599 HUIBAO ROAD
Internal Address:	WAIGANG, JIADING DISTRICT
City:	SHANGHAI
State/Country:	CHINA
Postal Code:	201806
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17196397
CORRESPONDENCE DATA	
Fax Number:	
<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:	312-551-8300
Email:	ipdocket@pfs-law.com
Correspondent Name:	PATZIK, FRANK & SAMOTNY LTD.
Address Line 1:	200 S. WACKER DRIVE, SUITE 2700
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	8251-020
NAME OF SUBMITTER:	JORDAN HERZOG
SIGNATURE:	/JORDAN HERZOG/
DATE SIGNED:	03/18/2021
Total Attachments: 14	
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EMPLOYMENT CONTRACT

This EMPLOYMENT CONTRACT (this "Contract") is entered into by and between the following parties on _____, 2017:

- (1) Commercial Vehicle Components (Shanghai) Co., Ltd., a wholly foreign-owned enterprise duly established under the laws of China (the "Company"); and
- (2) Ebo MAO, a Chinese citizen with national ID card number 310109198107263516 (the "Employee")

The Company and the Employee hereinafter are referred to collectively as the "Parties", and individually as a "Party".

WHEREAS, the Parties acknowledge and agree that this Contract shall represent the final expression of the Parties' intent and agreement between the Parties relating to the Employee's employment with the Company, and shall replace all the Parties' previous discussions, understandings, and agreements (whether written or oral) relating to the subject matter hereunder. In case of any discrepancies between this Contract and any employment contract previously entered into by and between the Parties, this Contract shall prevail.

NOW THEREFORE, the Parties agree as follows:

1. POSITION AND DUTIES

- 1.1 The Employee agrees to take the position as Department Manager -- Engineering of the Company. The Employee's work location is: Shanghai, China.
- 1.2 The Employee shall abide by the Company's various rules and regulations, follow the Company's management instructions, and take on responsibilities and duties required by the Employee's position.
- 1.3 Within the Term of this Contract, the Company shall have the right to reasonably transfer or change the Employee's work location and position according to the Company's need after consultation with the Employee. The Company shall have the right to change the Employee's position based on the

Employee's work performance, competence, and health status, and to adjust the Employee's salary / remuneration accordingly.

2. CONTRACT TERM

- 2.1 This Contract is a fixed-term three-year ("Term") contract commencing from _____ ("Commencement Date")¹.
- 2.2 The Parties acknowledge and agree that the Employee's employment with the Company starts from November 2014, however, the Employee's years of service shall be calculated from July 26, 2013.

3. WORKING HOURS AND VACATION

- 3.1 The Parties agree to follow the Standard Working Hour System under the laws of China. For the purpose of this Contract, "Standard Working Hour System" shall mean that the Employee shall work eight (8) hours per day, from Monday to Friday of each week, except for public holidays and unless otherwise instructed by the Company. The Company may change such working hour system and duly obtain relevant government approval under Chinese law.
- 3.2 Overtime is not recommended unless necessary and approved by a department manager or director of the Company in advance.
- 3.3 The Employee shall be entitled to overtime payment calculated according to the Employee's Handbook of the Company and applicable laws of the China.
- 3.4 The Employee shall be entitled to paid vacation and leave (including public holidays, annual leave, home leave, marriage leave, compassionate leave, maternity / paternity leave, etc.) according to the Employee's Handbook.

4. SALARY, BONUS, AND SOCIAL SECURITY

- 4.1 The Employee's basic monthly salary (before tax) shall be _____.

¹ The commencement date is the Closing Date of the equity transfer transaction.

- 4.2 The Company shall pay the Employee salary in cash on a monthly basis. Each month's salary of the Employee shall be paid on the 10th calendar day of the month ("Payment Day"), and the Company may pay the monthly salary in advance if the Payment Day is a public holiday.
- 4.3 For one year of employment commencing from the Commencement Date, the Employee is entitled to a bonus in the amount of _____ of the Employee's annual salary for such year's employment hereunder ("Bonus"), which is payable to the Employee on each anniversary of the Employee's employment with the Company commencing from the Commencement Date.
- 4.4 The Company will pay _____ to the Employee as the Signing Bonus ("Signing Bonus") within thirty (30) days following the Commencement Date.
- 4.5 The Company will reimburse the Employee for ordinary car related expenses, including fuel, repair, toll and insurance expenses and other reasonable fees, provided that the Employee has submitted valid invoices or receipts.
- 4.6 The Company shall withhold individual income tax of the Employee for all his salary and Bonus in accordance with the relevant laws and regulations.
- 4.7 The Company shall withhold and/or pay social security fees for the Employee and provide the Employee with employment welfare according to the relevant laws and regulations of China.

5. WORK RULES

- 5.1 The Employee hereby acknowledges that he/she had reviewed, understood and agreed to the most recent version of the Employee's Handbook of the Company as revised and updated from time to time by the Company. The Employee also undertakes to attend and receive trainings in work rules, health and safety, and technical matters provided or organized by the Company from time to time.
- 5.2 The Employee shall follow the rules and regulations promulgated by the Company such as those relating to labor disciplines and confidentiality. The Employee also shall undertake and complete work assignments pursuant to the Company's instructions and supervision.

5.3 Where the Employee violates any work rules or regulations of the Company, the Company shall have the right to take disciplinary action against the Employee in accordance with Chinese law and the Company's work rules.

6. CONFIDENTIALITY

6.1 For purposes of this Contract, "Confidential Information" means any information, whether or not recorded, of the Company or of any Affiliate of the Company which the Employee has obtained by virtue of his/her employment by the Company and which the Company or any Affiliate of the Company regards as confidential or in respect of which the Company or any Affiliate of the Company is bound by an obligation of confidence to a third party, including without limitation:

- (1) information relating to business methods, corporate plans, future business strategy, management systems, finances, and maturing new business opportunities of the Company;
- (2) information relating to research and/or development projects conducted by the Company;
- (3) information concerning the curriculum vitae, remuneration details, work-related experience and other personal information concerning those employed or engaged by the Company or any Affiliate of the Company;
- (4) any and all information relating to marketing or sales of any past, present or future product or service of the Company or any Affiliate of the Company including sales targets and statistics, market share and pricing statistics, marketing surveys and strategies, marketing research reports, sales techniques, price lists, mark-ups, discounts, rebates, tenders, advertising and promotional material, credit and payment policies and procedures, and lists and details of customers, prospective customers, suppliers and prospective suppliers including their identities, business requirements and contractual negotiations and arrangements with the Company or any Affiliate of the Company;

- (5) any and all trade secrets, secret formulae, processes, inventions, design, know-how, technical specification and other technical information in relation to the creation, production or supply of any past, present or future product or service of the Company or any Affiliate of the Company, including any and all information relating to the working of any product, process, invention, improvement or development carried on or used by the Company or any Affiliate of the Company and information concerning the intellectual property portfolio and strategy of the Company or of any Affiliate of the Company;
- (6) any documents intended for internal use only and marked "Confidential"; and
- (7) any other items that the Company may, from time to time, determine and notify the Employee as being confidential.

6.2 "Affiliate" means in relation to the Company, any enterprise, corporation, partnership, trust or other entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; control for the purposes of this definition being taken to mean direct or indirect ownership of fifty percent (50%) or more of the registered capital, share capital, stocks or the voting rights of such enterprise or entity.

6.3 The Employee understands that in order to perform his/her job at the Company, he might have access to Confidential Information of the Company or any of its Affiliates. The Employee also understands that the Confidential Information is an extremely valuable asset of the Company and acknowledges its competitive and confidential nature and the damage that could result to the Company if such Confidential Information is used for any purpose other than that to perform his/her job for the Company.

6.4 The Employee shall not during the continuance of his/her employment or at any time after the date of termination of his/her employment:

- (1) use for his/her own benefit or the benefit of any other person or entity or to the detriment of the Company or any of its Affiliates;
 - (2) divulge, communicate or otherwise make public to any person or entity;
- or

- (3) through any failure to exercise all due care and diligence, cause or permit any unauthorized disclosure of any Confidential Information of or relating to the Company or its Affiliates which he/she may have received or obtained while in the Company's service.

6.5 The Employee:

- (1) must, during the continuance of his/her employment, only use any Confidential Information for the sole purpose to perform his/her job for the Company;
- (2) must not, during the continuance of his/her employment or afterwards, remove any documents or other tangible items which belong to the Company or which contain any Confidential Information from the Company's premises at any time without proper advance authorization by the Company;
- (3) must return to the Company upon request and, in any event, upon the termination of his/her employment for any reason, all documents and any other tangible items which belong to the Company or any of its Affiliates or which contain or refer to any Confidential Information and which are in his/her possession or under his/her control;
- (4) must not, during the continuance of his/her employment, make any unauthorized duplication or downloading of any material containing Confidential Information onto any electronic devices, particularly onto any electronic devices not belonging to the Company; and
- (5) must at any time during the continuance of his/her employment if requested by the Company, and in any event upon the termination of his/her employment, delete all Confidential Information from any electronic devices in his/her possession or under his/her control and destroy all other documents or other tangible items which contain or refer to any Confidential Information and which are in his/her possession or under his/her control without duplicating or downloading such Confidential Information.

6.6 The restrictions in this Section 6 shall not prevent disclosure of Confidential Information:

- (1) in the proper performance of the Employee's duties under his/her employment contract;
- (2) which is authorized to do so by the Board of Directors of the Company;
- (3) which is required by a court of competent jurisdiction or a regulatory or supervisory body having jurisdiction over the Company, under which circumstance the Employee agrees to furnish only that portion of the Confidential Information which is legally required or compelled to be disclosed and will reasonably cooperate with the Company in its best efforts to obtain a protective order or other reliable assurance that confidential treatment of the disclosed information will be retained; or
- (4) which has come into the public domain otherwise than through the Employee's breach of the terms of this Section, provided however that:
 - (i) Confidential Information shall not be deemed to be not confidential by reason only that it is known to only a few of persons to whom it might be of commercial interest;
 - (ii) specific items of Confidential Information shall not fall within any exception merely because they are embraced by more general information falling within any exception; and
 - (iii) any combination of specific items of Confidential Information shall not fall within any exception merely because the specific items themselves fall within any exception, but only if the combination itself, and its principles of operation, fall within any exception.

7. INTELLECTUAL PROPERTY

7.1 If during the employment under his/her employment contract, the Employee, in the course of his/her normal duties or other duties specifically assigned to him/her (whether or not during normal working hours), or by using any materials or technical resources of the Company, either alone or in conjunction with any other person:

- (1) makes, discovers or produces any invention, process, utility models, improvement or development ("Inventions"); and/or

- (2) originates any design, trade mark, logo, know how, database (in each case whether registrable or not) or other work ("Works")

which may create patent, copyright, design right, registered design, trade mark right or other intellectual property right (collectively, "Intellectual Property Rights"), such Inventions and Works shall be the absolute property of the Company and shall be promptly disclosed by the Employee to the Company.

7.2 The Employee hereby assigns wholly and absolutely with full title including the right to sue for damages for past and future infringements to the Company, the Intellectual Property Rights (including the copyright and future copyright), for the full term thereof throughout the world including any extensions or renewals arising in respect of all Works originated by the Employee in the course of his/her normal duties or other duties specifically assigned to him/her (whether or not during normal working hours) or by using any materials or technical resources of the Company, either alone or in conjunction with any other person.

7.3 The Employee shall do everything necessary to confirm the vesting in the Company or its nominee absolutely of title to any or all applicable Intellectual Property Rights in any or all countries relating to any Inventions or Works produced or originated by the Employee during his/her employment hereunder.

7.4 In respect of the reward and remuneration for a "service invention" (as defined under Article 6 of the Chinese Patent Law):

- (1) Company agrees to pay Employee a reward and remuneration in the amount up to _____ for each service invention developed by Employee.

- (2) The Employee hereby acknowledges that the reward and remuneration as set forth in Section 7.4(1) herein for service invention is fair and reasonable and is an acceptable substitute for the remuneration scheme provided in Articles 77 and 78 of the Implementing Regulations to Chinese Patent Law.

- (3) The reward and remuneration granted to Employee as set forth in Section 7.4(1) herein fulfils Company's obligations under all applicable Chinese laws (such as Article 16 of the Chinese Patent Law) and regulations (such as Articles 74 through 77 of the Implementing Regulation to the Chinese Patent Law) to reward and remunerate Employee for Employee's service inventions. Therefore, Company need not pay any other form of reward and remuneration, and Employee does not have any further claims for reward and remuneration against Company. Consequently, Employee promises not to assert any claim for remuneration against Company.
- (4) Employee knows or should have known that Company endeavors to commercialize all service inventions made by Employee; and
- (5) Company has the sole discretion in deciding whether to file a patent application on any of Employee's service inventions, whether to continue prosecution of the application, whether to issue a patent, and whether to maintain such a patent

7.5 The Employee agrees and undertakes that he/she shall execute such documents and take all necessary actions to substantiate and maintain the rights of the Company in respect of the matters referred to in Section 7 herein.

8. DOCUMENT PROTECTION

8.1 The Employee undertakes to strictly follow the process for the classification, safeguarding, distribution, and destruction of the Company's documents containing Confidential Information as set forth as follows:

- (1) Classification Authority: The originator of a document which contains Confidential Information that, in his or her judgment, requires protection is responsible to ensure that the proper classification is applied to the document.
- (2) Access / Dissemination: Access to and dissemination of any document containing Confidential Information shall be controlled on a need-to-know basis. A person is considered to have a need to know if disclosure of such document to that person is necessary for the performance of his/her job for the Company.

(3) Safekeeping / Storage: Any document containing Confidential Information in the custody of an Employee shall be kept in a locked container when such document is not being used. Any document being used shall not be left exposed on desks, file containers or the like when unattended.

(4) Disposal / Destruction: At the Company's premises, all documents to be destroyed shall be placed in the "burn baskets" located on a place designated by the Company to ensure complete destruction of the documents.

9. NON-COMPETITION

9.1 The Employee shall not directly or indirectly engage in, or take up employment with, provide services to or otherwise deal with any third party which engages in the same type of business or produces the same kind of products in competition with the Company during the term of his/her employment with the Company and within _____ after termination of employment with the Company.

9.2 The Employee acknowledges and agrees that the Bonus received by the Employee under this Contract has included sufficient compensation for any non-competition and non-solicitation obligations hereunder to be assumed by the Employee upon termination of his/her employment with the Company, and therefore the Company shall not be obligated to pay any additional compensation for the Employee's non-competition or non-solicitation obligations hereunder.

10. NON-SOLICITATION

10.1 The Employee shall not, for a period of _____ after termination of employment with the Company, employ or engage in or endeavor to entice away from the Company any person who has been employed or engaged by the Company at any time during the period of one year immediately preceding such termination.

10.2 The Employee shall not, for a period of _____ after termination of employment with the Company, contact the customers or suppliers of the

Company for the purpose of suspending or terminating their business with the Company or take any action to cause adverse effect to the relationship between the Company and its customers or suppliers.

11. TERMINATION

- 11.1 The Parties may mutually agree to terminate the Employee's employment under this Contract at any time for any reason.
- 11.2 The Employee may terminate his/her employment under this Contract by providing the Company with thirty (30) days' prior written notice.
- 11.3 The Company may terminate Employee's employment under this Contract by providing the Employee with
- 11.4 The Company may immediately terminate the Employee's employment under this Contract upon written notice to the Employee of any one of the following:
- (1) The Employee has violated Company work rules;
 - (2) The Employee has caused losses to the Company due to dereliction of duty or malpractice for personal interest;
 - (3) The Employee has concurrently established employment relationship with a second employer, which seriously affects the Employee's accomplishment of the Employee's responsibilities to the Company, or

the Employee refuses to rectify after receiving notice from the Company;

- (4) This Contract is deemed void by law; or
- (5) The Employee is prosecuted for criminal liability.

11.5 The Employee may immediately terminate his/her employment under this Contract upon written notice to the Company of any one of the following:

- (1) The Company fails to provide the Employee with working conditions and proper protection under this Contract;
- (2) The Company uses violence, threats, or unlawful restriction of the Employee's personal freedom in requiring the Employee to work;
- (3) The Company fails to timely pay the Salary fully;
- (4) The Company fails to pay social security fees required by law for the Employee;
- (5) The Company's rules and regulations violate applicable law and infringe the Employee's legal rights and interests;
- (6) This Contract is deemed void by law;
- (7) The Company instructs the Employee to perform operations that place the Employee's personal safety in danger; or
- (8) Other circumstances as may be permitted under applicable law.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The conclusion, effect, interpretation and performance of this Contract shall be governed by the laws of China.

12.2 Any disputes arising from the formation, interpretation, performance and termination of this Contract shall be settled by the Parties through friendly consultation. Where such disputes cannot be so resolved within thirty (30)

days after the disputes arise, either Party may submit such disputes to the local Labor Dispute Arbitration Committee for arbitration. The Party who refuses to accept the arbitration award may then appeal to the local court of competent jurisdiction under Chinese law.

13. MISCELLANEOUS

13.1 Notification and other formal correspondence between the Parties under this Contract shall be in writing and deemed delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (1) if to the Company, to its registered address;
- (2) if to the Employee, to the Employee's most recent address on the Company's records; or
- (3) in each respective case, to such other addresses as either Party may furnish to the other in writing, except that notices of changes of address shall be effective only upon receipt.

13.2 If any term or any part of any term herein is invalid or unenforceable or held invalid or unenforceable by any competent authority or court, such invalidity or unenforceability shall not affect the other terms hereof or other part of such term, which shall remain in full force and effect.

13.3 Neither Party may assign its rights or obligations under this Contract without the express written consent of the other Party.

13.4 This Contract takes effect immediately upon execution by the Parties or the authorized representatives of the Parties. This Contract may not be amended or revised unless such amendment or revision is made in writing and signed by the Parties or the authorized representatives of the Parties.

13.5 The waiver of any term or condition made by either Party shall not constitute the waiver of any right in any subsequent breach, or further waiver of the same term or condition, or waiver of any other term or condition herein. Failure of either Party to make any claim hereunder shall not constitute waiver by the Party of such rights.

[Signature Page]

IN WITNESS WHEREOF, this Contract is duly executed by the Parties on the date first written above.

Commercial Vehicle Components
(Shanghai) Co., Ltd.

Ebo MAO

By: _____

Name:

Title:

By:  _____