

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6676699

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HENRY H. HUNG	07/06/2020
LEIJUN YIN	07/01/2020
JEREMY HADSELL	08/03/2020
ANDREW AGRUSA	04/14/2015
ANDRE BREWER	01/09/2017
RECEIVING PARTY DATA	
Name:	OPTILAB, LLC
Street Address:	600 EAST CAMELBACK ROAD
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16128292
CORRESPONDENCE DATA	
Fax Number:	(714)453-9824
<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:	(714)453-9824
Email:	docketing@lozaip.com
Correspondent Name:	LOZA & LOZA LLP
Address Line 1:	305 NORTH SECOND AVE., #127
Address Line 4:	UPLAND, CALIFORNIA 91786-6064
ATTORNEY DOCKET NUMBER:	OPTIL-1005
NAME OF SUBMITTER:	GEORGE L. FOUNTAIN
SIGNATURE:	/George Fountain/
DATE SIGNED:	04/26/2021
Total Attachments: 8	
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ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned:

Henry H. Hung, an individual and citizen of the United States, residing in the city of Phoenix, Arizona, USA

Leijun Yin, an individual and citizen of the United States, residing in the city of Phoenix, Arizona, USA

Andrew Agrusa, an individual and citizen of the United States, residing in the city of Phoenix, Arizona, USA

Jeremy Hadsell, an individual and citizen of the United States, residing in the city of Phoenix, Arizona, USA

Andre Brewer, an individual and citizen of the United States, residing in the city of Phoenix, Arizona, USA

has invented certain new and useful improvements disclosed in United States Patent Application No. 16/128,292, filed September 11, 2018, hereby sells, assigns, and transfers the above invention to:

OPTILAB, LLC

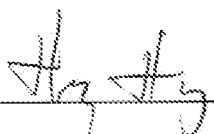
a limited liability corporation organized under the laws of the State of Arizona and having a principal place of business at 600 E. Camelback Rd., Phoenix, Arizona 85012 ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and improvements that are disclosed in the applications for the United States patent that have been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below and are entitled:

**APPARATUS AND METHOD FOR SENSING ACCELERATION OR FORCE USING
FIBER BRAGG GRATING (FBG)**

and in and to said application and all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries of any of said inventions and improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions and improvements; and in and to all rights of priority resulting from the filing of said United States and/or Patent Cooperation Treaty (PCT) application; and in all rights of priority under the International Convention for the Protection of Industrial Property for every country in the Union; agree that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been nor will be made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

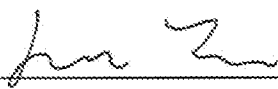
Please Sign and Date Below:

Date: 7/06/2020

Signed: 

Printed Name: Henry H. Hung

Date: 7/1/2020

Signed: 

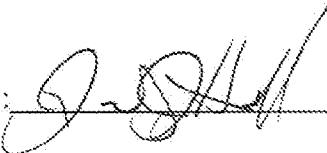
Printed Name: Leijun Yin

Date: _____

Signed: _____

Printed Name: Andrew Agrusa

Date: 08/03/2020

Signed: 

Printed Name: Jeremy Hadsell

Date: _____

Signed: _____

Printed Name: Andre Brewer



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Andrew J. Agrusa

Re: Employment Offer

April 14, 2015

Dear Andrew Agrusa,

On behalf of Optilab, LLC (the "Company"), I am pleased to offer you the full-time Mechanical Engineer position at our Phoenix location. You will report to Dr. Leijun Yin, Photonics Engineer. [redacted]

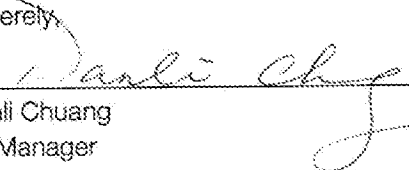
Your compensation will be [redacted] annually. You will be paid in accordance with the Company's normal payroll practices and be subject to the usual required withholding.

While employed hereunder, you will be entitled to participate in the employee benefit plans maintained by the Company when you satisfactory pass the three-month probation period.

As a Company employee, you will be expected to abide by Company policies and procedures. Please sign and date this letter and return it to me by April 17th, 2015 if you wish to accept employment at Optilab, LLC under the terms described above.

We look forward to your favorable reply and to a productive work relationship.

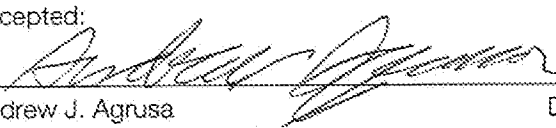
Sincerely,


Wanli Chuang
HR Manager

Date

4/14/2015

Accepted:


Andrew J. Agrusa

Date

4/17/2015

Starting Date: May 18th, 2015

Optilab, LLC
600 E Camelback Rd
Phoenix, AZ, 85012



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**Optilab, LLC Employment Agree-
ment**

This Agreement is entered between Andre Brewer, an individual, (hereinafter "Employee"); and OPTILAB LLC, an Arizona Limited Liability Company, (hereinafter "Opti Lab").

BACKGROUND:

A. Optilab is engaged in the business of developing, manufacturing and selling fiber optics equipments and devices.

B. Employee desires employment with Optilab, and Optilab desires to employ Employee subject to the terms and conditions set forth in this Agreement.

C. Optilab has invested substantial time and money in developing its products and services and related proprietary rights and materials. In the course of Employee's employment, Employee may have access to, receive permission to use, and contribute to proprietary information, materials and properties owned by Optilab. Consequently, Optilab is agreeable to employing Employee on the condition that Employee agrees to the obligations and conditions set forth in this Agreement. Employee is agreeable to the obligations and conditions set forth in this Agreement and recognizes that they are necessary to protect Optilab's proprietary rights and materials and other legitimate business interests.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement, Optilab and Employee hereby agree as follows:

1. **Employment At-Will: Termination** The employment relationship with Optilab is at-will and may be terminated, at any time, with or without notice and with or without reason. You may also resign your employment at any time. Your employment with Optilab is not for any specific period of time.

2. **Proprietary Rights and Confidential Information**

2.1 **Use of Proprietary Rights and Materials** Employee recognizes that Optilab, and its affiliates, owns or otherwise has rights in various intellectual properties such as trade secrets, trade values, know-how, patents, copyrights, mask works, trademarks, trade dress, service marks and trade names (collectively "Proprietary Rights"), and that such Proprietary Rights relate to, protect and are embodied in various ideas, information, documentation,



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otherwise protect the rights of Opti Lab and its affiliates in Proprietary Rights and Materials.

2.3 Employee's Obligation of Confidentiality. Employee recognizes that Opti Lab, and its affiliates, each have various information and materials that, whether or not protectable as trade secrets, are highly confidential (collectively "Confidential Information"). Employee shall not use or disclose to anyone in any manner, directly or indirectly (as defined below), any Confidential Information of Opti Lab or its affiliates except that, during the term of Employee's employment, permission may be given to Employee on an as-needed basis to have access to and use Confidential Information to perform services on behalf of Opti Lab, but any such permission shall terminate upon termination of Employee's employment. Employee agrees to access and use Confidential Information only to the extent that permission is given by an authorized representative of Opti Lab, and only as authorized by this Agreement, and not to use Confidential Information to the detriment of Opti Lab, and to promptly inform Opti Lab of any unauthorized use, possession or knowledge of Confidential Information of which Employee becomes aware. Employee agrees to treat and use Confidential Information in a manner that is consistent with protecting such materials and information as directed by Opti Lab. Employee will also treat confidential information of Opti Lab' customers in a confidential manner.

2.4 Definition of Confidential Information. Confidential Information includes without limitation any information or materials in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Opti Lab or its affiliates, including without limitation customer lists, distributor lists, sales agent lists, sales materials, marketing plans and strategies, product development and manufacturing information, pricing and cost information, financial information, budgets, information regarding proposed and existing contracts and bids, long-term planning and goals, company research and reports, business methods, techniques, processes and procedures, personnel policies and information, training methods and materials, or any other information relating to the business affairs of Opti Lab or its affiliates, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. Confidential Information shall also include the terms of this Agreement and any information relating to any action taken by Opti Lab to enforce or defend this Agreement or relating to any legal proceeding arising in connection with this Agreement. Confidential Information shall not include information generally known by the public unless known because of a breach of an obligation to Opti Lab. In addition to the foregoing, any information that is



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Employees using this equipment for personal purposes do so at their own risk. Further, employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized Opti Lab representative. All pass codes are the property of Opti Lab. No employee may use a pass code or voice-mail access code that has not been issued to that employee or that is unknown to Opti Lab. Moreover, improper use of the e-mail system (e.g., sending offensive jokes or remarks, including over the Internet) will not be tolerated.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with Opti Lab's legitimate business interests, authorized representatives of Opti Lab may monitor the use of such equipment, without further notice, from time to time. This includes monitoring Internet usage of any kind including, but not limited to, e-mail and instant messages. This may also include listening to telephone communications and stored voice-mail messages.

Opti Lab provides access to the Internet. The Internet represents a useful tool for the Company in conducting its business, but like any other tool, it must be used properly. For purposes of this agreement, "Internet" includes any public electronic data communications network.

Internet e-mail offers broadly similar capabilities to other Company e-mail systems, except that the correspondence is external to Opti Lab. External e-mail messages may carry one or more attachments. An attachment may be any kind of computer file, such as a word processing document, spreadsheet, software program, or graphic image.

Just as Opti Lab has an official Internet Web site, so do other organizations. Most public Web sites are "read only," meaning that they permit a person who visits the site to read material posted on the Web site but not to leave a message. Other Web sites permit visitors to establish continuing contact by leaving a message (the electronic equivalent of leaving your business card or a telephone message). The owner or operator of a Web site may record the information that a connection was made from Opti Lab.

As a general rule, employees may not forward, distribute, or incorporate into another work material retrieved from a Web site or other external system. Very limited or "fair use" may be permitted in certain circumstances. Any employee desiring to reproduce or store the contents of a screen or Web site should contact Opti Lab management to ascertain whether the intended use is permissible.

Common sense and an absolute commitment to maintaining Company and client confidences are keys to using electronic communications safely and effectively.



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10. Conflicting Obligations. Employee represents and warrants that, except as disclosed in writing to Opti Lab prior to Opti Lab's execution of this Agreement, Employee is not subject to any contractual obligations or other restrictions that would conflict with Employee's obligations under this Agreement, or impair Employee's ability to perform under this Agreement.

11. Non-Use of Property of Third Party. During the employment with the company, Employee will not improperly use or disclose any confidential information or proprietary information of any third party (including former employer).

12. Attorneys' Fees. In the event of any litigation concerning this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses including attorneys' fees.

Employee has carefully read this Agreement and agrees that its restrictions and other obligations are fair and reasonable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the 9 day of January, 2017

Employee

<u>Andre Brewer</u>	<u>[REDACTED]</u>	<u><i>Andre Brewer</i></u>	<u>01/09/17</u>
Name of Employee (print)	Social Security No.	Signature	Date (M/D/Y)

Opti Lab

<u>Optilab, L.L.C.</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
For Opti Lab (print)	Title	Signature	Date (M/D/Y)