

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6698204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KWANG CHOI	04/27/2015
RECEIVING PARTY DATA	
Name:	AVX CORPORATION
Street Address:	ONE AVX BOULEVARD
City:	FOUNTAIN INN
State/Country:	SOUTH CAROLINA
Postal Code:	29644
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16720042
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<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:	864-271-1592
Email:	usdocketing@dority-manning.com, sperkins@dority-manning.com
Correspondent Name:	DORITY & MANNING, P.A.
Address Line 1:	POST OFFICE BOX 1449
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602-1449
ATTORNEY DOCKET NUMBER:	AVX-942 (1065)
NAME OF SUBMITTER:	STERLING R. WAITE
SIGNATURE:	/Sterling R. Waite, Reg. No. 74,875/
DATE SIGNED:	05/07/2021
Total Attachments: 5	
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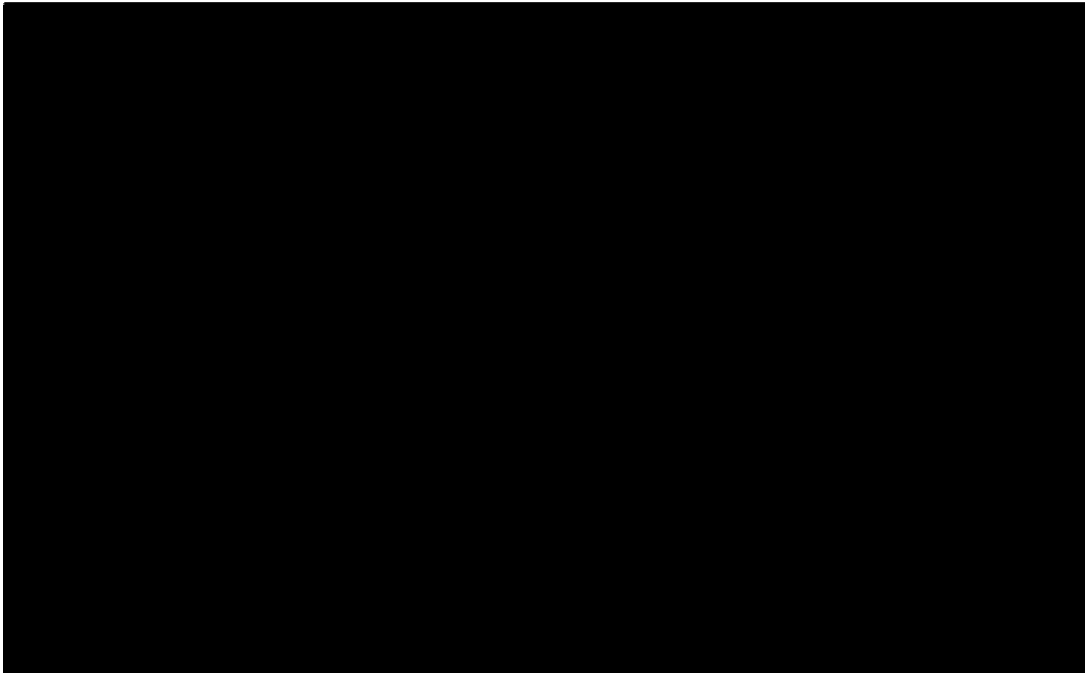
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement dated as of April 27, 2015 is entered into by and between Kwang Choi, ("Employee") and AVX Corporation, a Delaware corporation ("AVX").

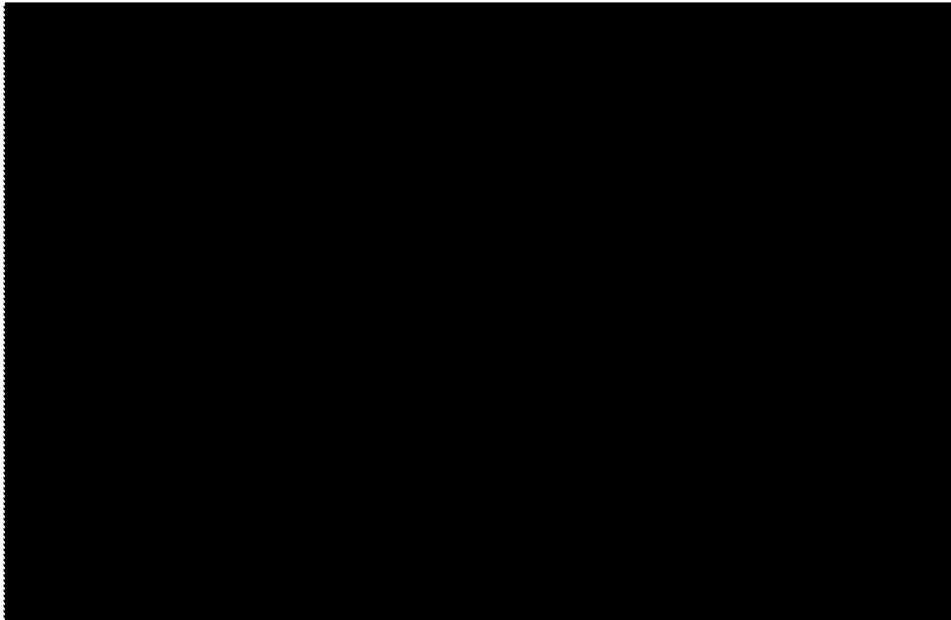
WHEREAS, Employee [is currently] [is being hired as] RF Engineer for the AVX Fountain Inn, SC facility;

WHEREAS, Employee has agreed with AVX that his employment is of the type and nature that he will learn critical proprietary and trade confidential information, and

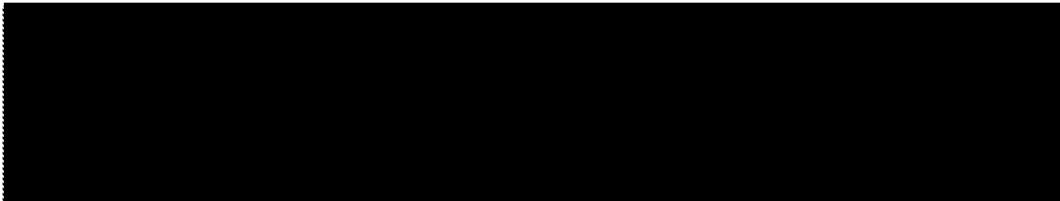
NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein and for other good and valuable independent consideration the receipt, adequacy and independence of which from any other compensation is hereby irrevocably acknowledged by both parties, the parties hereto, intending to be legally bound, do hereby agree as follows:



Employee KLC
AVX Representative [Signature]



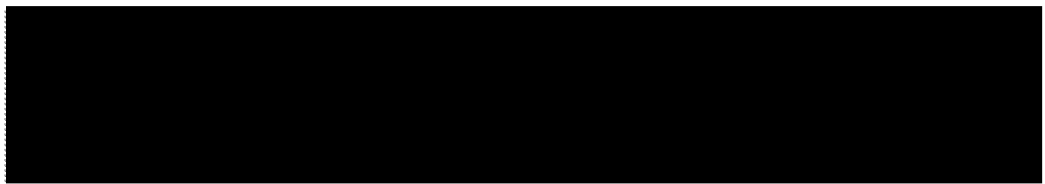
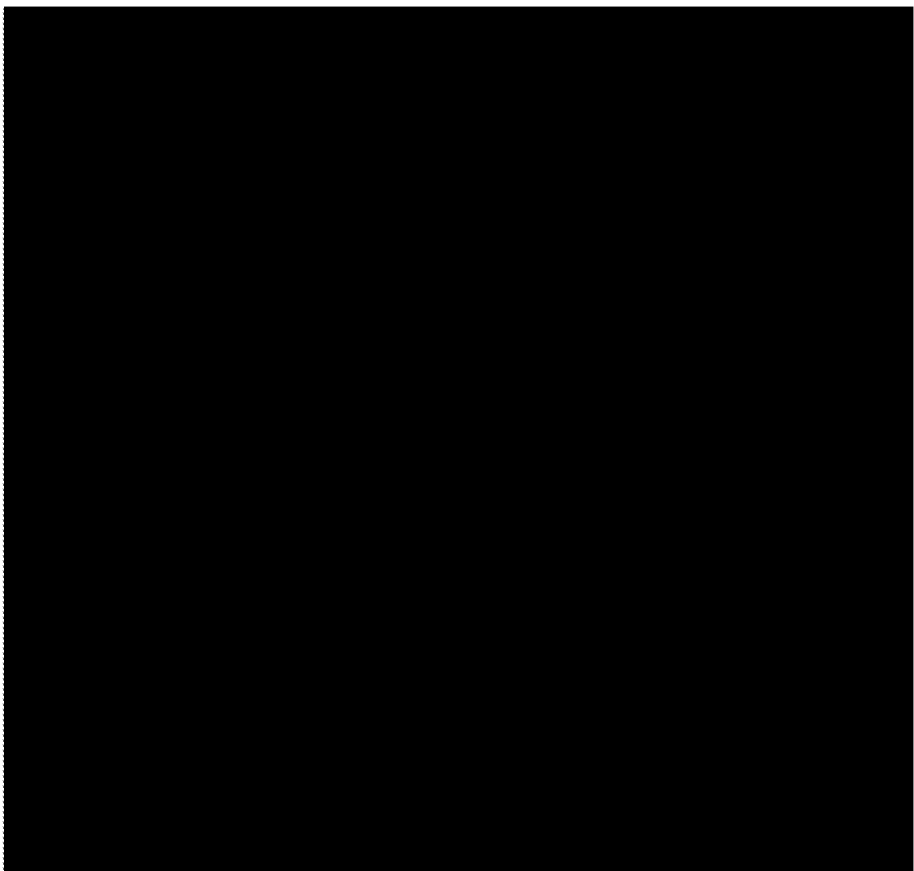
2. AVX Ownership of Intellectual Property. Employee hereby assigns to AVX all right, title, and interest in and to any Intellectual Property conceived, contributed to or made by Employee at any time during his employment with AVX (whether alone or jointly with others) to the extent such Intellectual Property is not owned by AVX as a matter of law. Employee agrees that he shall promptly and fully communicate to AVX all such Intellectual Property and shall cooperate with AVX to protect AVX's interests in such Intellectual Property. This cooperation shall include providing assistance to AVX in securing patent protection and copyright registrations and signing all documents reasonably requested by AVX, even if such request occurs after resignation of his employment with AVX. "Intellectual Property" shall mean patent applications, copyrightable works, mask works, and applications for registration related thereto, all Confidential Information, and all other intellectual property rights created, conceived or owned by, AVX.




4. Assignment of Intellectual Property. Employee hereby acknowledges and agrees that any Intellectual Property contributed to, or conceived or made by, Employee (whether alone or jointly with others) within twelve months after his employment with AVX ends may have been conceived or made in significant part during, or as a result of, Employee's employment

Employee KLC
AVX Representative [Signature]

with the AVX. Accordingly, Employee agrees that such Intellectual Property will be presumed to have been conceived or made during the period of his employment with AVX, unless and until he establishes the contrary, and he hereby assigns such Intellectual Property to AVX.



Employee *KLC*
AVX Representative *[Signature]*



8. Binding in Fact. This Agreement shall be binding upon and inure to the benefit of the AVX and Employee and the heirs, executors, administrators, successors and assigns of each party.

9. Governing Law; Severability. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The parties submit to the sole and personal jurisdiction of the federal courts of the State of South Carolina with jurisdiction over Horry County or the federal courts of the State of Delaware with jurisdiction over New Castle County, unless such courts do not have subject matter jurisdiction over such dispute, in which case the parties will then submit to the jurisdiction of the state courts of the State of South Carolina in and for Horry County.

10. Non-Compliance. Employee acknowledges and agrees that the AVX would suffer irreparable and continuing harm for which the AVX would have no adequate legal remedy if Employee breached any of the covenants or agreements, or failed to comply with any term or provision, contained in this Agreement. Employee further agrees that if Employee breaches any such covenant or agreement or fails to comply with any term or provision of this Agreement, AVX shall have the right to proceed against Employee in a court of law for additional breach-of-contract damages, other damages, and/or injunctive relief. In the event of an alleged or threatened breach by either party to this Agreement of any of the provisions of this Agreement, the other party, including the successors or assigns of AVX, may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without the posting of bond or other security, in addition to whatever other remedies it may have.

11. Acknowledgment of Reading and Comprehension Each party represents, warrants and acknowledges that (i) it has read this Agreement, (ii) it has given mature and careful thought to this Agreement, (iii) it has been given the opportunity to review this Agreement independently with legal counsel, (iv) it fully understands and agrees to its terms, (v) it has entered into and executed this Agreement of its own choice and free will and in accordance with its own judgment, and (vi) it has been represented by counsel in connection with the negotiation and execution of this Agreement or has had the ability to retain counsel and has chosen not to do so.

12. Presumption In the event of an ambiguity in or dispute regarding the interpretation of this instrument, the interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.

EMPLOYEE

Kwang Choi

AVX CORPORATION

Kathleen M. Kelly [Signature]
Title: Vice President - Human Resources

I, Kwang Choi, have read this Agreement carefully and understand all of its terms. I understand I have the right to and have been advised *and* encouraged in writing to obtain the advice of legal counsel prior to signing this Agreement and have been provided time to consider this Agreement before signing it. I have not been forced, coerced, or pressured in any manner whatsoever to sign this Agreement, and I agree to all of its terms voluntarily without mental reservation or purpose of evasion.

[Signature]
Employee Signature

SUBSCRIBED AND SWORN
to before me this 27 day of April, 2015

[Signature]
Notary Public

Laurie J. Davidson
Notary Public, South Carolina
My Commission expires
January 04, 2017

Employee KLC
AVX Representative [Signature]