

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6798690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PO-KAI DAI	07/05/2021
RECEIVING PARTY DATA	
Name:	MOBILETRON ELECTRONICS CO., LTD.
Street Address:	NO.85, SEC. 4, ZHONGQING RD., DAYA DIST.
City:	TAICHUNG CITY
State/Country:	TAIWAN
Postal Code:	428
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17368492
CORRESPONDENCE DATA	
Fax Number:	(206)664-0329
<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:	206-664-0314
Email:	tracy@apexjuris.com
Correspondent Name:	APEX JURIS, PLLC
Address Line 1:	100 SECOND AVENUE SOUTH
Address Line 2:	SUITE 290
Address Line 4:	EDMONDS, WASHINGTON 98020
ATTORNEY DOCKET NUMBER:	21.13.22.USP
NAME OF SUBMITTER:	R. LYNETTE WYLIE
SIGNATURE:	/R. Lynette Wylie 34951/
DATE SIGNED:	07/06/2021
Total Attachments: 6	
source=assignment_p#page1.tif	
source=assignment_p#page2.tif	
source=Employment-Agreement-CH_p#page1.tif	
source=Employment-Agreement-CH_p#page2.tif	
source=Employment-Agreement-CH_p#page3.tif	

This assignment agreement is applicable to an invention entitled (invention title) _____
CONTROL METHOD OF IMPACT POWER TOOL

This PATENT RIGHT referred to in this agreement is (check one):

a Patent Application for this invention, executed by the ASSIGNOR(S) concurrently with this Agreement.

U.S. Patent Application Serial No. _____, filed on _____.

U.S. patent No. _____, issued on _____.

The PATENT RIGHT assigned under this agreement is:

U.S. Patent rights only

worldwide Patent rights (the assignee shall have the right to claim the benefit for the filing date of any U.S. Patent Application identified above).

The ASSIGNOR(S) referred to in this agreement is (or are):

PO-KAI DAI _____ (full name of first assignor)

No. 280, Longshan Rd., Fangliao Township, Pingtung County 940009, Taiwan, R.O.C. _____ (address)

The First ASSIGNEE referred to in this agreement is:

MOBILETRON ELECTRONICS CO., LTD. _____ (full name of first assignee)

No.85, Sec. 4, Zhongqing Rd., Daya Dist., Taichung City 428, Taiwan, R.O.C. _____ (address)

Is (check one): an individual a partnership a Corporation of Taiwan, R.O.C.
(State or Country)

The Second ASSIGNEE referred to in this agreement is:

_____ (full name of second assignee)

_____ (address)

Is (check one): an individual a partnership a Corporation of _____
(State or Country)

The Third ASSIGNEE referred to in this agreement is:

_____ (full name of third assignee)

_____ (address)

Is (check one): an individual a partnership a Corporation of _____
(State or Country)

ASSIGNMENT DEED

The ASSIGNOR(S), in consideration of \$1.00 paid by the ASSIGNEE, and other good and valuable consideration, receipt of which is acknowledged, have and do hereby assign the following to each ASSIGNEE, their successors and assigns:

the full and exclusive right to the invention;

an equal interest in and to the entire right and title, and interest in and to the PATENT RIGHTS in the invention, all continuations, divisionals, re-issues, and re-examination patents and patent applications, and the right to claim priority under 35 U.S.C. 119, based on any earlier foreign applications for this invention.

As to all U.S. Patent Applications assigned under this Agreement, the ASSIGNOR(S) hereby authorize(s) and request(s) the Director of Patents and Trademarks to issue all Letters Patent to the ASSIGNEE(S) as the ASSIGNEE(S) of an equal interest in the entire right, title and interest, for the sole use and enjoyment of said ASSIGNEE(S), their successors and assigns.

Further, the ASSIGNOR(S) agree(s) to communicate to said ASSIGNEE(S), or their representatives, and facts known to the ASSIGNOR(S) respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute, renewal, reexamination and reissue applications, execute all necessary assignment papers to cause any and all Letters Patent to be issued to said ASSIGNEE(S), make all rightful oaths and generally do everything necessary or desirable to aid said ASSIGNEE(S), their successors and assigns, to obtain an enforced proper protection for said invention.

PO-KAI DAI

PO-KAI DAI

2021/7/5

(Date)



僱傭服務合約書

立合約書人 劉偉嘉 (以下稱甲方) 與車王電子股份有限公司 (以下稱乙方), 雙方為就僱傭服務相關事項, 特簽訂本「僱傭服務合約書」(以下稱本合約) 並同意訂立條款如下, 以共同遵守:

一、 一般條款:

(一) 契約期間:

1. 自民國 106 年 11 月 13 日至 109 年 8 月 27 日, 契約期滿甲、乙雙方若無事先提出異議, 視同自期滿日隔日起續約為不定期契約。
2. 薪資: 含役政署給付之月薪資及乙方給付之月薪資, 每月共計 元整。
(上述月薪資含考核獎金、加班津貼及相關補貼)
3. 契約期間前 11 個月由役政署辦理甲方之保險相關事宜, 契約滿 11 個月以後由乙方依法辦理甲方勞健保及勞退金提撥相關保險事宜。

- (二) 甲方在職期間非經乙方事先核准, 不得在公司以外兼任其他職位及從事與職務相關之其他工作。
- (三) 甲方於在職期間須遵守乙方內部規定, 及服從主管或指定人員之指導。
- (四) 基於乙方經營所需, 甲方於在職期間, 同意接受甲方合理之工作安排及工作調動。
- (五) 甲方於在職期間, 若無正當原因毀損公物或遺失工具器具, 而造成乙方損失時, 同意照價賠償。

二、 營業秘密條款:

- (一) 甲方保證不以書面、電子或其他形式攜帶原任職公司或於原任職公司服務期間知悉之第三方公司(下稱權利人)營業秘密、智慧財產權至乙方, 倘甲方違反本項以致造成相關法律責任及乙方相關損害時, 甲方同意負擔全部責任。
- (二) 甲方對於因職務或執行計畫所創作、開發、蒐集、取得、知悉或持有一切業務上具有機密性或重要性之資訊, 以及乙方或乙方客戶之成本、名單、通訊資訊、計畫、文件、圖表等營業秘密, 甲方應盡善良管理人之注意義務, 在職期間及離職時不得擅自存取、使用、複製或向第三人洩漏上述資料。若有違反, 甲方願負一



切法律責任。甲方因自己之故意或過失洩露或知悉他人洩露時，應立即告知乙方。
前述有關保密義務及告知義務，不因雙方僱傭關係終止而失效。

(三) 甲方若因其職務或因其職務相關而衍生出之資訊、研究成果、發明及著作等，其所有權、智慧財產權皆屬於乙方；乙方若有註冊與申請之需要，甲方同意無償提供必要之協助。

(四) 有使用權利人營業秘密、智慧財產權之必要時，甲方同意提出經權利人授權使用營業秘密或智慧財產權相關文件，證明使用合法性。

(五) 甲方保證於任職期間使用之營業秘密、智慧財產權乃基於善意，未逾越授權範圍致侵害權利人權益。如有發生侵權情事，蓋與乙方無涉。

(六) 就使用營業秘密或智慧財產權權利，甲方同意乙方得向權利人確認提出營業秘密或智慧財產權聲明文件之真實性。

(七) 若本合約書記載不完備者，甲方同意乙方得以內部發佈電子郵件或公告進行通知或補正。

三、資訊安全條款：

甲方同意遵守以下條款，以維護乙方內部資訊安全及營業秘密。

- (一) 甲方不得將公司公務之機密文件或重要檔案寄至其個人外部 E-mail 信箱。
- (二) 甲方不得攜帶個人之筆記型電腦進入乙方公司內部使用。
- (三) 甲方若未經乙方授权使用其私人資料儲存裝置，包括但不限於 USB，如經發現，甲方同意乙方之資訊部門人員及稽核部門人員得逕行銷毀儲存內容。
- (四) 甲方不得洩漏各系統之帳號密碼給他人；甲方於離職後，對於加密文件仍有義務協助乙方開啟。
- (五) 甲方於上班期間，不得瀏覽與公務無關之網站；
- (六) 甲方不得安裝或下載非公務需要、非經合法授權或有安全性疑慮之軟體或資料，或利用公務資訊設備從事惡意破壞之行為。
- (七) 來路不明之 E-mail 應避免開啟。
- (八) 須落實資訊安全、人人有責之觀念，並配合公司資訊安全之相關政策，包括但不限於：甲方同意資訊部門人員及稽核部門人員得不經個人同意，依主管業務進行稽核，或調整使用方式。
- (九) 甲方有機密文件保密之義務，不因在職或離職而終止。如有違反，依法負刑事、

版次:02

[CPS-060014]

車王關係企業

PATENT

REEL: 056765 FRAME: 0986



民事等相關責任。

四、其他約定

- (一) 甲方如有違反本合約上述條款或乙方內部規章辦法時，乙方得依內部規章進行懲處，嚴重者乙方得逕行終止雙方僱傭關係；乙方行使上述之終止權，不影響其損害賠償請求權之行使。
- (二) 甲方如有違反前條各項條款，除前項規定外，若違反前條第(四)項、第(六)項或第(九)項時，須支付乙方違約金新台幣五萬元整。
- (三) 甲方於任職期間，若因個人因素而申請離職，應遵照乙方內部相關離職程序規定。
- (四) 若因甲方職務性質及其需要，進而與乙方簽定之附約，與本合約具有同一效力。
- (五) 本合約及其附約如有未盡事宜，依中華民國法令解釋或補充之。
- (六) 雙方因本合約及其附約所致生相關糾紛，若協商未果，合意以台灣台中地方法院為第一審管轄法院。

立合約書人

甲 方：劉偉嘉 (簽章)

身分證字號：N125919712

地 址：彰化縣二林鎮華崙里挖仔路3號

乙 方：車王電子股份有限公司

代表人：蔡裕慶

地 址：台中市大雅區中清路四段 85 號

中 華 民 國 106 年 11 月 13 日

Employment Agreement

This agreement is made between WEI-JIA LIOU (hereinafter referred to as "Party A") and MOBILETRON ELECTRONICS CO., LTD. (hereinafter referred to as "Party B").

II. Terms of Trade Secret

3. When carrying out job duties or any tasks relating to the job, information, result of research, invention acquired by Party A shall be owned by Party B. If Party B has the need to register and file any application, Party A agrees to provide necessary assistance without charge.