PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6869400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
YUI-LANG CHEN	09/30/2018	

RECEIVING PARTY DATA

Name:	CHANGXIN MEMORY TECHNOLOGIES, INC.
Street Address:	NO. 388, XINGYE AVENUE, AIRPORT INDUSTRIAL PARK
Internal Address:	ECONOMIC AND TECHNOLOGICAL DEVELOPMENT AREA
City:	HEFEI, ANHUI
State/Country:	CHINA
Postal Code:	230601

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17445300

CORRESPONDENCE DATA

Fax Number:

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.

Email: fma@syncoda.com
Correspondent Name: SYNCODA LLC
Address Line 1: 208 EUPHORIA CIR

Address Line 4: CARY, NORTH CAROLINA 27519

ATTORNEY DOCKET NUMBER:	2108810PCT-US-CXMT-CT
NAME OF SUBMITTER:	FENG MA
SIGNATURE:	/Feng Ma/
DATE SIGNED:	08/17/2021

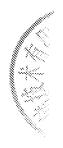
Total Attachments: 13

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Contract No.: CXMLC-2018-09-01

劳动合同



甲方:长鑫存储技术有限公司

乙方: 源や計

劳动合同 **Labor Contract**

甲方: (用人单位)Party A (Employer):

单位名称:长鑫存储技术有限公司

Name: ChangXin Memory Technologies,Inc.

单位住所:安徽省合肥市经济技术开发区翠微路 6 号海恒大厦 630 室

Address: RM630, Hai Heng Building, No.6 Cui Wei Road, Technological Development Area, He

Fei, Anhui Province, China.

法定代表人 Legal representative: 赵纶

乙方; (劳动者) Party B (Employee);

姓名Name: 液ラス多

户籍地址Household Registered Address:: 台湾台中市海水足高炭路×5銭

安徽省台肥市政務区勤级已刊

邮政编码 Postcode:

固定电话 Fixed telephone:

移动电话 Mobile telephone: /66 ·56 (水) 7[

有效身份证件类型: 口身份证; 口护照; 口合胞证; 口其他

Effective identity certificate: DID card; Dassport; Daiwan compatriot entry permit; Dother

证件号码 Certificate No.: (° 6 3357)

电子邮箱地址 Email: ventere ventere agmail.com.

甲乙双方确认上述联系方式为有效联系方式,一方就与本合同有关的一切事项向另一方上述任何 一种联系方式(包括电子邮件)发出通知或其他法律文件即视为一方已经送达。一方上述联系方 式发生变化的,应立即以书面形式通知另一方,因地址不实或其他原因导致无法送达的,由过错 方承担责任。

Party A and Party B confirm that aforesaid address is effective contact methods, if any party sends notice or other legal document to the other party on all issues related to the Contract according to any of aforesaid contact methods (including email), it shall be deemed as being served. If aforesaid contact methods of any party changes, the other party shall be notified in writing immediately, if the notice cannot be served due to false address or other reason, the default party shall bear the liability.

甲方因业务需要,拟聘用乙方为公司员工。

Due to business requirement, Party A proposes to employ Party B as its employee.

甲乙双方根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》以及其他有关法律、法规和规章,根据平等自愿,协商一致的原则,达成劳动合同如下:

In accordance with Labor Law of the People's Republic of China, Labor Contract Law of the People's Republic of China and other relevant laws, regulations and rules, in the principle of equality and free will, consensus in negotiation, both parties enter into the following Labor Contract:

第一条 工作岗位和职责

Article 1 Working position and duty

	期间申方可以根据生产经营需要和乙方的业务能力及工作表现,调整乙方的工作岗位,乙方应 服从甲方的正常工作安排,努力完成岗位所规定的指标和任务。
	Party A employs Party B for position in department. During the contract term, Party A may adjust the working position of Party B according to the business needs of Party A and the ability and working performance of Party B, Party B shall follow the normal working
	arrangement of Party A and fulfil his or her duties associated with the position after such adjustment.
2	在需要时,经乙方同意,甲方可调派乙方到其他与甲方有关的公司履行相关的职务。对于此调派,甲方应履行必要的调派手续,并保证乙方基本工资无重大变化;乙方应确认将严谨依照甲方的指示或调派履行职务。
	When required, upon the consent of Party B, Party A can transfer Party B to other company related to Party A to perform relevant duty. For such transfer, Party A shall perform necessary transfer procedure, and guarantee that the basic salary of Party B will have no significant change; Party B shall confirm performing duty strictly according to the instruction or transfer of Party A.
3	工作地点:以图合肥;口上海;口台湾;口其他(根据实际工作地点勾选)为主,包括其他甲方指定的地点。
	Working place: mainly □Hefei; □Shanghai; □Taiwan; □other(check according to actual working place), including other places designated by Party A.
4	乙方确认,签署本合同前,甲方已如实全面告知了乙方工作内容、工作条件、工作地点、职业 危害、安全生产状况、劳动报酬以及乙方要求了解的其他情况,并对甲方劳动管理制度进行了 详细的讲解。乙方亦认为甲方已对乙方进行了政治思想、职业道德、业务技术、劳动安全卫生

以及甲方全部规章制度的教育和培训。
Party B confirms that, before signing the Contract, Party A has truly informed Party B of working content, working condition, working place, occupational hazard, production safety condition, labor remuneration and other situations that Party B requires knowing, and provided detailed description of labor management system of Party A. Party B also confirms that Party A has provided Party B with

education and training on political thought, professional ethics, business technology, labor safety and health and all bylaws of Party A.

5 双方有关岗位聘用、解聘等事项按国家法律法规及甲方的规章制度办理。
Relevant position employment, dismissal, etc. of both parties shall be transacted according to national laws, regulations and bylaws of Party A.

第二条 合同期限

A 2462 25 25 25	Contract term
Article 2	Constitute term

合同期限为以下第【ン】种:

The contract term is the following []:

1) 无固定期限;

No fixed term;

- 2) 有固定期限。合同期限____年,自20(8年 10 月 1 日起至 2020年 6 月 25 日止。 Fixed term. The contract lasts for ___year(s), from ___MM/_DD/__YY to __MM/_DD/__YY
- 2 若乙方开始工作时间与合同订立时间不一致的,以乙方实际到岗之日为合同起始时间。乙方实际到岗之日以乙方根据甲方要求办理入职手续完毕之日为准。

If the work commencement time of Party B is inconsistent with the contract's signing date, the actual registration time of Party B shall be the contract commencement time. The actual registration date of Party B shall be subject to the date when Party B completes entry procedure according to the requirement of Party A.

3 本合同期满,且不具有法定续签情形的,则本合同即行终止。

After the expiry of the contract term without legal renewal circumstance, the Contract shall be terminated.

第三条 试用期条款

Article 3 Probation period

- 1 本合同项下的试用期为_____个月,自____年___月__日起至____年___月__日止。
 The probation period under the Contract is ____months, from____MM/_DD/___YY to___MM/_
 DD/___YY.
- 2 试用期内,乙方可提前3天书面通知甲方解除合同,如甲方认为乙方不符合录用条件的,甲方可解除合同。

Within the probation period, Party B can send written notice to Party A to terminate the Contract 3 days in advance; if Party A considers that Party B fails to comply with the employment condition, Party A can terminate the Contract.

第四条 工作条件及劳动保护和职业危害

Article 4 Working condition and labor protection and occupational hazard

- 1 甲方应根据中国的有关劳动保护、安全生产的法律规定,采取有效措施,为乙方提供适当的劳动环境和工作条件。
 - Party A shall take effective measure to provide Party B with appropriate labor environment and working condition according to relevant Chinese laws and regulations on labor protection and production safety.
- 2 甲方根据乙方岗位实际情况,按照中国及甲方有关规定向乙方提供必要的劳动防护用品。乙方 应严格按要求穿戴劳防用品。

According to the actual situation of position of Party B and regulations of china and Party A, Party A

3 本合同及补充合同有未尽事宜的,遵照甲方规章制度执行,甲方规章制度无相关规定或与国家、 当地有关规定相悖的,按国家、当地有关规定执行。

The unsettled affair of the Contract and supplemental contract shall be executed according to the bylaws of Party A; if the bylaws of Party A have no relevant regulation or go conflict with relevant national, regional regulation, it shall be executed according to relevant national, regional regulation.

4 本合同任何具体条款,无论是当事人协商修改,还是法院或其他有权机关判决部分无效或进行 修改,均不影响其他部分的效力。

Any specific clause of the Contract, despite of being modified by relevant party through negotiation, or judged by the court or other competent authority invalid or modified, shall not affect the force of other party.

5 本合同正本一式两份,甲、乙双方各执一份,具有同等法律效力。
The original of the contract is provided in duplicate, with each part bearing one, with equal legal force.

本劳动合同中中英文理解不一致之处,以中文为准。

Any conflict between Chinese and English versions in the labor contract shall be subject to the Chinese

Version. 評方《盖章》: Party A (Stamp):

签订日期: _____年___月___日
Signing date:____MM/___DD/____YY

乙方(签名): 入文之 Party B (Signature):

附件清单 Attachment List:

附件 Attachment 1: 聘任信 Offer Letter

附件 Attachment 2: 不竞争协议 Non-competition Agreement

附件 Attachment 3: 入职承诺书 Entry Commitment Letter

附件 Attachment 4: 保密协议 Confidentiality Agreement

附件 Attachment 5: 职务发明权属协议 Employee Invention Ownership Agreement

不竞争协议 Non-competition Agreement

本不竞争协议("本协议")于 _^^(存储技术有网	良公司,一家	依据中国法
本不竞争协议("本协议")于	ieer岗位(职务)员工_	弹声跳	签订。
The non-competition Agreement ("the Agreement"				
company established and existing according to Chinese	laws, and emp	loyee		(name)
that assumes the position of	_ onMM	1/DD/	YY.	

鉴于员工承认以下事项:

whereas the following matters are acknowledged by employee:

1、公司巨大投资和努力所形成的商业秘密(包括但不限于技术秘密、经营秘密、客户联系和其他 有关合法权益)关系到公司在竞争中的生死存亡;

Trade secrets (including but not limited to technical know-how, operation secrets, customer contacts and other lawful rights and interests) formed from huge investment and efforts of the company are essential for the survival of the company in the competition;

2、向公司现有或潜在的竞争对手披露任何上述信息,将会导致公司处于非常不利的竞争地位,并 将会损害公司的业务;

Disclosing any of aforesaid information to existing or potential competitor of the company will put the company in very unfavorable position in competition and damage the business of the company;

3、如果员工离开公司,并在具有竞争性的企业或公司内工作,将会损害公司的业务。

If the employee leaves the company and works for the company's competitors, it will damage the business of the company.

为便于规范双方关于不竞争的关系, 达成如下的协议条款:

To regulate the non-competition relationship of both parties, the parties reach agreements on the following clauses:

1. 对第三方义务

Obligation to the third party

员工承诺:

☑ 本人与任何第三方没有签署任何形式的竞业禁止协议或;

□ 本人受聘于贵公司不会违反本人对任何曾与本人发生劳动关系和/或劳务关系的雇主约定的任何有效和可执行的竞业禁止义务;员工在公司内使用的任何知识不侵犯任何第三人的合法权益。

1/6

本协议是劳动合同组成部分,与劳动合同具有同等法律效力。本协议未尽事宜,以劳动合同约定为 准。劳动合同解除或终止的,不影响本协议继续有效,直至本协议约定的不竞争义务履行期限届满为止。

The Agreement is a part of the labor contract, and has equal legal force with the labor contract. The unsettled affair in the Agreement shall be subject to the stipulation of the labor contract. The cancelation or termination of the labor contract shall not affect long-term force of the Agreement.

文件中中英文理解不一致之处,以中文为准

ny conflict between Chinese and English versions, the Chinese version shall prevail.

Company (Stame

年___月___日 签订日期:

Signing date: __MM/__DD/_YY

Employee (Signature):

签订日期: 2016 年 9 月 30 日

Signing date: ___MM/__DD/__YY

入职承诺书

Entry Commitment Letter

I joined ChangXin Memory Technologies,Inc., On the date of MM/ DD/ YY, and hereby make the following promises:

一、本人向贵公司提供了如下个人资料,包括但不限于,身份证、学位证书、学历证书、个人简历、 离职证明、体检报告、婚育情况等,具体文件以实际提供的为准。本人向贵公司保证上述情况和资料真实、无误、绝无欺诈成份,且本人承诺在前任公司未有任何遗规行为或受任何不良处分。

I provided the following personal data to your company, including but not be limited to: identity eard, diploma, academic certificate, personal CV, resignation certificate, check-up report, marriage and childbirth situation, etc., which are subject to the actual provision. I guarantee to your company that aforesaid information and data are authentic, correct, and true, and I promise that I had no violation or did not receive any punishment in my former company.

二、 办理入职手续前,贵公司已经向本人出示了公司的《员工手册》和各项规章制度,本人已认真 阅读并承诺将切实遵守、履行各项规章制度。同时,本人清楚贵公司有可能根据情况不时更新这些 规章制度,更新后的规章制度将通过电子邮件或文件共享平台公布。本人将及时查阅该等制度并将 严格遵守。如因本人原因违反规章制度并给贵公司造成经济损失或法律上的责任,本人愿承担贵公 司经济损失及法律责任。

Before transacting entry procedures, your company has shown Employee Manual and various bylaws of the company to me, and I have carefully read them and hereby promise that I will abide by all such bylaws. At the same time, I clearly know that your company may update these bylaws from time to time according to the specific situations, and the updated bylaws will be announced through email or document share platform. I will review such bylaws from time to time and strictly abide by such bylaws. If I violate any bylaws and cause any economic losses of or legal liability to the company, I will shall compensate the company for such economic losses and bear legal liability.

追偿等处理。

If I violate the bylaws of your company and aforesaid promises, I will accept the decision made by the company on dismissal, penalty, compensation, etc.

本人服承诺书与《劳动合同》具有同等法律效力。

This declaration has equal legal force with the labor contract.

文件中中党文理解不一致之处,以中文为准

Any conflict between the Chinese and English versions, the Chinese version shall prevail.

承诺人: 冷木砂

Promiser:

有效身份证件号码。 106 33 517

Effective identity certificate No.:

~8 年 **9** 月 3 * 日

MM/ DD/ YY

保密协议

Confidentiality Agreement

本保密协议("本协议")于 <u>>>/6</u> 年 <u>/*</u>	月 <u>!</u>	日由长	多存储	支术有限	公司,	一家依持	居中国法律
本保密协议("本协议")于 2*10 年 [**] 组建及存在的公司,与担任 5taff [**]; nee	.gr.	_岗位 ()	职务)	的员工_	**	843	<u></u> 签订。
The Confidentiality Agreement ("the Agree							
a company established and existing according t	o Chine	ese laws,	and en	nployee_			(name) tha
assumes the position of	on	_MM/	_DD/	YY.			

鉴于员工意识到,其担任的职务涉及公司的业务和技术信息,而这些业务和技术信息为保密性质,属于公司的财产,且将会在其履行职务的过程中不断接触更多保密信息;未经公司许可而披露任何这些保密信息,都将会导致公司处于非常不利的竞争地位,并将会损害公司的业务。

Whereas, the employee realizes that: his post involves operational and technical information of the company, which are confidential and property of the company, and that more and more confidential information will be constantly involved in the performance of duty; disclosure of any of these confidential information without the permission of the company will make the company in very unfavorable position in the competition, and will damage the business of the company.

为便于规范双方的保密关系, 达成如下的协议条款:

To regulate the confidentiality relationship of both parties, the following agreement clauses are agreed:

1. 对第三方义务 Obligation to the third party

员工对前雇主或其他任何单位可能继续负有的保护其商业秘密的义务,员工将严格履行这些义务。 员工承诺不将任何涉及第三方的商业秘密带入公司,并不在公司使用。员工在公司内使用的任何知识 不侵犯任何第三人的合法权益。

The Employee might continue to have confidentiality obligations to safeguard the trade secrets of former employer or any other entities, and will strictly fulfill any such obligations. The Employee promises not to bring any trade secrets of any third party to the Company, or use them in the Company. Any knowledge used by the Employee in the Company will not violate any legitimate interests of any third party.

2. 不披露承诺 Non-Disclosure promise

员工承诺:从本协议生效之日起,员工必须遵守公司的任何保密规章、制度,履行与其工作岗位相应的保密职责。员工应当正确使用并妥善保管属于公司或者虽属于他人但公司承诺有保密义务的秘密信息,在员工与公司有雇佣关系期内以及该关系终止后的所有时间内,未经公司书面同意,不会以任何方式直接或间接地以任何途径使用或向任何第三方(包括不得知悉该项秘密的公司其他员工)泄露任何与公司有关的保密、专有信息及其他保密事项(不论是技术、财务、营销方面的,还是其他方

他部分的效力。各方同意以合法和有效的条款来取代被视为已删除的条款。

Any specific clause of the Agreement, whether being modified by relevant party through negotiation, or being judged partially invalid or modified by the court, shall not affect the force of other parts. All parties agree to use legal and effective clause to replace the clause deemed as deleted.

本协议完全出于公司、员工的真实意图,员工没有受到公司任何暗示、强制,员工基于本协议承担的相应义务完全出于自愿。

The Agreement is completely out of real intentions of the company and the employee, and the employee is neither implied nor forced by the company, voluntarily bearing relevant obligation under the Agreement.

本协议一式两份,公司、员工各执一份,自双方签字盖章之日起生效,具有同等法律效力。

The Agreement is provided in duplicate, with the company and the employee respectively holding one, coming into effect after being signed and sealed by both parties, with equal legal force.

本协议是劳动合同的组成部分,与劳动合同具有同等法律效力。本协议未尽事宜,以劳动合同约 定为准。劳动合同解除或终止的,不影响本协议继续长期有效。

The Agreement is a part of a labor contract, and has equal legal force to it. The unsettled affair in the Agreement shall be subject to the stipulation of the labor contract. The cancelation or termination of the labor contract shall not affect long-term force of the Agreement.

文件中中英文理解不一致之处,以中文为准。

Any conflict between Chinese and English versions, the Chinese version shall prevail.

公司(萧章): Company (Stamp):

签订**日期:** 年___月__日
Signing date: MM/ DD/ YY

员工(签名): アネデスト Employee (Signature):

签订日期: プロリタ 年 9月 35日 Signing date: ____MM/___DD/____ YY

职务发明权属协议 Employee Invention Ownership Agreement

甲方:单位名称:长鑫存储技术有限公司

Party A: : ChangXin Memory Technologies,Inc...

地址: 安徽省合肥市经济技术开发区翠微路 6 号海恒大厦 630 室

Address: RM630, Hai Heng Building, No. Cui Wei Road, Technological Development Area, HeFei, Anhui, China

Z方: 🦄 ネな。	
Party B:	

甲方(包括甲方之全资子公司)聘用乙方为其员工(范围包括与甲方具有劳动关系、劳务关系 或其他人事关系的人员),鉴于乙方于甲方工作之性质,乙方将依据甲方之工作任务,或是利用甲 方之物质技术条件等,单独或与他人一起形成相关发明创造(范围包括但不限于发明专利、实用新 型专利、外观专利、PCT 国际专利等),现甲乙双方经平等协商,就前述专利申请权、专利权属达 成协议如下;

Party A (including wholly owned subsidiary of Party A) employs Party B as its employee (including personnel with labor relationship or other personnel relationship with Party A). Given that Party B works at Party A, Party B may use the work assignment of Party A, or utilize the material and technical conditions, etc. of Party A to independently form or cooperate with others to form relevant invention-creations (the scope includes but is not limited to invention patent, utility model, design patent, PCT international patent, etc.), Party A and Party B enter into the following agreement on aforesaid patent application right and patent ownership through fair negotiation:

1、乙方了解甲方之《专利制度》,并了解《专利制度》为甲方员工制度之组成部分,乙方同意 完全遵守该制度。

Party B understands Patent Procedure of Party A, and understands that Patent Procedure is the component of employee system of Party A, and Party B agrees to completely comply with the procedure.

- 2、乙方了解并确认,其单独或与他人形成之发明创造,依据甲方之《专利制度》确认为职务 发明创造的,由甲方享有所有相关的知识产权,包括。
 - 1) 由甲方享有专利申请权;
- 2) 甲方依据专利申请获得专利授权后,有权自行处分该等专利权,包括但不限于使用、授权 他方使用、向他方转让等。

Party B understands and confirms that the invention-creations formed independently and/or with others determined as employee invention-creations according to Patent Procedure of Party A, Party A owns all the relevant intellectual property rights, including:

- 1) Party A has the right to file patent application;
- 2) After obtaining a patent based on the patent application, Party A has the right to solely dispose the patent, including but not limited to using, licensing others to use, or assigning to other party, etc.
- 3、甲方依据其《专利制度》,向乙方进行奖励。乙方了解并确认,《专利制度》所规定之专利 奖励,即为职务发明创造下乙方全部应得之奖励。

Party A provides Party B with reward according to Patent Procedure. Party B understands and confirms that the patent reward provided by the Patent Procedure are all the rewards that Party B is entirety for the employec invention-creations.

4、本协议自甲乙双方签字盖章之日起生效。

The Agreement comes into effect after being signed and sealed by both parties.

文件中中英文理解不一致之处, 以中文为准。

Any copflic between Chinese and English versions, the Chinese version shall prevail.

平方 (蓋章):

Party A (Stamp):

Z.方(签名): 次本次 Party B (Signature):

签订日期: _____年___月___日
Signing date: ____MM/___DD/_____YY

签订日期: 本 年 7 月 3 日
Signing date: ___MM/__DD/____YY

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PATENT REEL: 057206 FRAME: 0584

RECORDED: 08/17/2021