

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7000612

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QINGCHUN YANG	02/24/2016
RECEIVING PARTY DATA		
Name:	GUANGDONG ZHAOQING L&V CO. LTD.	
Street Address:	21 YINGBIN ROAD,	
Internal Address:	DAWANG HIGH-TECH ENTERPRISE ZONE ZHAOQING	
City:	GUANGDONG	
State/Country:	CHINA	
Postal Code:	526238	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17059001
CORRESPONDENCE DATA		
Fax Number:	(312)222-0818	
<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:	312-222-0800	
Email:	chiipdocket@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	444 W. LAKE ST.	
Address Line 2:	SUITE 3200	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	210706-9006-US01	
NAME OF SUBMITTER:	ELIZABETH TRESSLER	
SIGNATURE:	/Elizabeth Tressler/	
DATE SIGNED:	11/01/2021	
Total Attachments: 5		
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source=210706-9006-US01_Yang_Contract_filed_11-1-2021#page4.tif		

Employment Contract

劳动合同

Company: Guangdong Zhaoqing L&V Co. Ltd
公 司: 广东肇庆爱龙威机电有限公司
Legal Address: Yingbin Road No.21, Hi-tech Zone, Zhaoqing, Guangdong
法定注册地址: 广东肇庆高新技术产业开发区迎宾路 21 号
Communication Address: Yingbin Road No.21, Hi-tech Zone, Zhaoqing, Guangdong
通讯地址: 广东肇庆高新技术产业开发区迎宾路 21 号
Legal Representative: Joseph Anthony Espinoza
法定代表人: Joseph Anthony Espinoza

Employee:
员 工:

杨青春

("Company" and "Employee" are hereinafter referred to as "Party" individually and "Parties" collectively.)
(“公司”和“员工”以下单称“一方”，合称“双方”。)

Following consultations conducted on the basis of equality, in accordance with the *Employment Contract Law*, the *Labor Law of the People's Republic of China*, all relevant laws and regulations and the Company's policies, the Parties voluntarily enter into this Employment Contract (the "Contract"), by which they shall strictly abide.
根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》和所有相关的法律法规及公司制度，公司与员工双方经平等协商，自愿订立本劳动合同（简称“本合同”）并共同严格遵照执行。

1 Term 合同期限

1.1 Term of this Contract is determined by item b hereunder:

劳动合同期限, 按下列第 b 项确定:

(a) This Contract is a fixed term contract which shall be effective for _____ year(s) _____ day(s) from _____ to _____. The probation period of this Contract is _____ month(s), commencing from _____ and ending on _____. The fixed term contract may also be renewed in accordance with the Section 1.2 hereunder.

本合同为固定期限劳动合同, 期限为 _____ 年 _____ 天, 自 _____ 年 _____ 月 _____ 日起至 _____ 年 _____ 月 _____ 日止, 其中试用期 _____ 个月, 自 _____ 年 _____ 月 _____ 日起至 _____ 年 _____ 月 _____ 日止。固定期限劳动合同可以根据下述第 1.2 条续订本合同。

(b) This Contract is an open-ended contract, which shall be effective from 2016-4-6. This open-ended contract may be terminated in accordance with the provisions of this Contract or the applicable laws and regulations.

本合同为无固定期限劳动合同, 自 2016 年 4 月 6 日起生效。该无固定期限劳动合同可以根据本合同的约定或有关法律和法规的规定予以解除。

(c) This Contract shall expire on the completion of a given job. The term of this Contract shall commence from _____ and expiring upon the date of the completion of the work of _____. This contract may also be renewed in accordance with the Section 1.2 hereunder.

本合同为以完成一定工作为期限的劳动合同。合同期限自 _____ 年 _____ 月 _____ 日起至 _____ 工作任务完成时为止。本劳动合同可以根据下述第 1.2 条续订本合同。

1.2 Before the Contract expires, both Parties may inform the other Party in writing to discuss the renewal of this Contract. If the Company intends to renew the Contract, the Employee shall reply the Company in writing within five working days after the renewal proposal has been issued. If the Employee fails to reply to the Company in writing within the aforesaid period, or refuses the conditions for such renewal provided by the Company, or delays in undergoing the renewal procedures, it shall be deemed that the Employee disagree to renew this Contract.

本合同期满前, 双方可以书面通知对方就续签合同进行协商, 经协商一致可以续订本合同。如公司提出续订意向, 员工应在公司提出续订意向五个工作日内予以书面回复, 逾期未书面回复、不接受公司续签条件或拖延办理续签手续的, 视为员工拒绝续订合同。

2 Contents of Work 工作内容

2.1 The Company assigns the Employee to serve the position of RD at the department of RD Engineer. The Employee's work scope and instruction of such position are specified in Appendix 1 (if any). The Employee's principle work location is Zhaoqing. For the purpose of performing the work duties, the Company may, at its sole discretion, require the Employee from time to time to travel to or work somewhere other than the forgoing work location. Such other locations shall include but not limited to the places where the affiliates, customers and suppliers of the Company are located, or where the Company wishes to develop its business, to explore its business opportunities or to participate in other business activities. 公司安排员工在 石开发 部担任 石开发-本工程师 职位, 员工应履行本岗位的工作范围和职责详见附件一 (如果有)。员工的主要工作地点为 肇庆 市。但为履行员工工作职责之目的, 公司有权依其自主决定要求员工在任职期间不定期地前往工作地点以外的地点出差或在一定期限内在该等工作地点以外的地点工作。前述地点包括但不限于: 公司关联单位、客户和供应商的所在地, 或公司需要发展业务、开拓商机、参与其他商业活动的有关地区。

8 Confidentiality, Non-Compete, Intellectual Property and Supplementary Agreements 保密、竞业限制、知识产权和附加协议

- 8.1 The Company has the right to request the Employee to enter into separate agreements such as Confidentiality Agreement, Non-compete Agreement, Intellectual Property (IP) Agreement and/or any other necessary supplementary agreements based on its actual needs. Such agreements will constitute the separate legal documents to provide the corresponding rights and obligations between the Parties as well as the supplementary provisions to this Contract. If there is any discrepancy between such agreements and the Contract, the provisions set forth in such separate agreements shall prevail unless otherwise agreed by the Parties in writing.

公司有权根据实际需要要求员工另行签订单独的保密协议、竞业限制协议、知识产权协议/或其他附加协议。该等协议在构成约定相关权利义务关系的独立法律文件的同时，亦构成本合同的补充条款，若与本合同不一致或相冲突，应以前述协议为准，双方另行书面约定的除外。

- 8.2 During the term of employment and thereafter, except as stipulated by law or agreed by the Company, the Employee shall keep secret and confidential, and shall not disclose to any third party or person including to other personnel of the Company who do not need to know such information in order to perform their work, any proprietary data and information or any other business information considered secret and confidential by the Company (the "Confidential Information"), whether or not a confidentiality agreement has been concluded between the Parties. The Confidential Information shall include without limitation all technology licensed to the Company under any technology license contract or any other contract, the confidential and proprietary information belonging to third parties subject to the Company's obligation to preserve the confidentiality of such

information and to use it only for certain limited purposes, the strategic plans of the Company, HR development plan, financial statements and data, marketing, sales and distribution plans, customer and suppliers lists, manufacturing and R&D plans, technical reports, product information, and new product developments and the remuneration of the Employee and etc.

除非法律规定或经公司同意, 员工在雇用期间及之后应为任何专有数据和资料或公司认为是秘密和保密的任何其他业务资料(以下简称“保密资料”)保密, 并且不向任何第三方或者第三者(包括不需要知道该等资料以完成其工作的公司其他员工)透露保密资料(不论双方是否另行签订保密协议)。该等保密资料包括但不限于根据任何技术许可合同或者其它合同许可给公司的技术、公司负有保密义务的属于第三方的保密或专有信息、公司战略计划、人力资源发展规划、公司财务报表和数据、市场营销策略、销售和分销方案、客户以及供应商资料、生产研究和发展计划、技术报告、产品信息、新产品开发、员工报酬等。

The Employee further undertakes not to use the Confidential Information or any part thereof for any purpose other than requested by the Company, nor shall the Employee obtain or try to obtain Confidential Information, technical documents and customers information or any other commercial documents of the Company for internal or external use irrelevant to his/her own job position during the term of employment and thereafter.

在雇用期间及之后, 员工进一步承诺不将保密资料或其任何部分用于公司要求以外的任何目的, 也不设法获取非本人工作所需的公司保密资料、技术文件和客户档案材料以及非本人工作所需的公司内部及对外的商业文件。

Upon request of the Company or the Employee's departure, the Employee shall timely and without delay hand over to the Company all Confidential Information he/she possesses, whether in paper, electronic files or otherwise and any other material of the Company.

如公司要求或员工离职时, 员工不得拖延并应及时将其所具有的所有保密资料(无论是纸张、电子文档或其它形式的)以及任何其它公司资料交还给公司。

- 8.3 The Employee shall report to the Company all discoveries, inventions, secret formula and improvements to technical processes as they relate to the Company's operations or business matters during his/her employment with the Company. For any invention-creation made by the Employee by using the material and technical means of the Company (including any invention-creation made by the Employee during the term of employment - within and without working hours - when performing his/her working duties and/or carrying out any tasks assigned by the Company, and any invention-creation made by the Employee within one (1) year after the Employee's departure from the Company for any reason which yet relates to the Employee's working duties or tasks assigned by the Company during the term of employment with the Company), the patent application right and patent right shall go to the Company. The Employee acknowledges and agrees that during the term of employment with the Company (including working hours and non-working hours), any works for that copyrights are obtainable and that relate to the Company's business shall be deemed as works created in order to carry out tasks assigned by the Company, and the right of attribution shall vest in the Employee, while the other copyright rights shall vest in the Company.

员工应向公司汇报其在雇用期间的与公司的营运或商务事宜有关的所有发现、发明、秘方和对工艺流程的改进。员工利用公司的物质技术条件所完成的发明创造(此等发明创造包括员工在其受雇于公司期间——包括工作时间和非工作时间——在履行其工作职责和/或执行公司委托的任何任务时做出的发明创造, 包括员工因任何原因从公司离职一年之内作出的与其在公司服务期间的工作职责或公司委托完成的任务相关的发明创造), 专利申请权和专利权归公司所有。员工认可并同意, 在其受雇于公司期间(包括工作时间和非工作时间)创造的一切可获得著作权并与其本职工作或者分配给员工其他工作有关的作品, 均应视为为完成公司向其分配的任务而创造的作品, 员工享有署名权, 著作权的其他权利由公司享有。

- 14.11 If there is any matters not covered in this Contract or there is any discrepancy between this Contract and the mandatory provisions under any laws or regulations, the laws and regulations shall prevail. The invalid portion of this Contract shall not affect the effect of the remaining portion hereto.
本合同如有未尽事宜，或与法律法规的强制性规定有冲突时，以法律法规的规定为准，但本合同的部分无效并不影响其他部分的效力。

For and on behalf of

代表

English Name (The Company) Guangdong Zhaqing L&P Co. Ltd
Chinese Name (The Company) 广东肇庆肇庆机电有限公司

_____(Signature and Company Seal)_____

Legal Representative/Authorized Personnel

法定代表人/授权人

Date

日期 ____年____月____日

_____(Signature)_____
Employee (Print Name)

员工

杨清春

Date

日期 2016 年 2 月 24 日