

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7079457

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TSE-HUAI WU	05/01/2016
RECEIVING PARTY DATA		
Name:	US PATENT INNOVATIONS, LLC	
Street Address:	6930 CARROLL AVENUE	
City:	TAKOMA PARK	
State/Country:	MARYLAND	
Postal Code:	20912	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	29583504	
Application Number:	16759636	
CORRESPONDENCE DATA		
Fax Number:	(410)295-5096	
<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:	14102122539	
Email:	info@24ipusa.com	
Correspondent Name:	24IP LAW GROUP USA, PLLC	
Address Line 1:	515 THIRD STREET	
Address Line 4:	ANNAPOLIS, MARYLAND 21403	
ATTORNEY DOCKET NUMBER:	9101.053 & 9101.066US	
NAME OF SUBMITTER:	TIMOTHY R. DEWITT	
SIGNATURE:	/TimothyRDeWitt/	
DATE SIGNED:	12/17/2021	
Total Attachments: 8		
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PATENT

REEL: 058413 FRAME: 0284

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made by and between the employing entity named in Exhibit A ("Employer"), and the individual named in Exhibit A ("Employee"), to be effective as of the Effective Date set forth in Exhibit A:

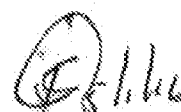
1. Confidential Information and Company Property.

1.1 Employee acknowledges that Employer and its subsidiaries, divisions and affiliates, as well as majority-owned companies of such subsidiaries, divisions and affiliates, and their respective successors (hereinafter collectively, the "Company") possess certain Confidential Information that has been and may be revealed to or learned by Employee during his/her employment with the Company. Employee acknowledges that the term "Confidential Information" includes all information that has or could have commercial value or other utility in the Company's Business (as defined below), or the unauthorized disclosure of which could be detrimental to the Company's interests, whether or not such information is specifically identified as Confidential Information by the Company. Confidential Information includes, but is not limited to all information that the Company is obligated to maintain as confidential, Inventions (as defined below), Works (as defined below) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, the identity of investors, directors, managers and officers of the Company or an affiliate thereof, suppliers and customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee became acquainted during his or her employment), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information developed by Employee or disclosed to Employee by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

1.2 Employee acknowledges that the Company's Business includes all businesses in which the Company is planning or preparing to engage and all businesses in which the Company is currently engaged, including: designing, manufacturing and marketing high quality, advanced and novel medical devices using plasma technology in medicine, advanced surgical devices and instruments.

1.3 During the term of Employee's employment with the Company and thereafter, Employee will not, directly or indirectly, use or disclose to anyone, or authorize disclosure or use by anyone of, any of the Confidential Information revealed to, learned by or created by Employee during the course of his/her employment with the Company, unless such use or disclosure is both consistent with the Company's obligations and is for the sole purpose of carrying out Employee's duties to the Company. Employee further agrees that he/she will take all reasonable efforts to protect the confidentiality of Confidential Information.

1.4 Employee acknowledges that Confidential Information is essential to the Company's Business. Employee agrees that he/she will not make any copies of Confidential Information or other Company property except as authorized by the Company. Employee agrees



that at the cessation of his/her employment he/she will return to the Company immediately any and all Company property and documents and other media containing Confidential Information (and all copies thereof) in Employee's possession, custody or control.

1.5 If Employee is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose Confidential Information, Employee will immediately notify the Company of such request or requirement so that the Company may take any action deemed by the Company to be necessary or advisable to protect the confidentiality of the Confidential Information. Unless the Company waives the protections of this Agreement in writing, Employee agrees to take all lawful steps to protect the confidentiality of the Confidential Information and to cooperate fully with the Company's efforts to protect the confidentiality of the Confidential Information. If Employee is ultimately compelled to disclose Confidential Information, Employee agrees to take all lawful efforts to limit the dissemination of, and maintain the confidentiality of, the Confidential Information.

2. Employee Responsibilities and Restrictive Covenants.

2.1

[REDACTED]

2.2

[REDACTED]

2.3

[REDACTED]

(S) 05:01:16

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

and

(d) [REDACTED]

2.4 [REDACTED]

2.5 [REDACTED]

3. Company Access.

3.1 [REDACTED]

05.01.16

Legal Affairs

4. Intellectual Property.

4.1 Employee agrees to disclose fully, promptly and in writing to Employer any and all Inventions and Works, separately defined below, that are conceived, made, reduced to practice, developed, authored, created, drawn or written at any time while Employee is employed by the Company and for a period of six (6) months thereafter. Employee will generate and provide to the Company adequate and current written records of all Inventions and Works in the form of notes, sketches, drawings, reports, notebooks or other documents relating thereto or in such other form as will be requested by the Company, which records and any copies thereof will be and will remain the exclusive property of Employer and will be available to the Company at all times.

4.2 Employer and Employee agree that the term "Inventions" is defined in this Agreement to include any and all new or useful ideas, developments, discoveries, improvements, designs, formulas, modifications, trademarks, service marks, trade secrets, and other intellectual property, whether patentable or not (including without limitation any technology, computer programs, software, test, concept, idea, apparatus, device, mechanism, equipment, machinery, process, method, composition of matter, formula or technique), and all know-how related thereto, that Employee conceives, makes, reduces to practice, or develops, solely or jointly with others, that (i) relate to the actual or contemplated business, work or activities of the Company, (ii) result from or are suggested by any work that Employee has done or may do on behalf of the Company, or by any information that Employee may receive while employed by the Company, or (iii) are developed, tested, improved or investigated either in part or entirely on time for which Employee was paid by the Company, or with the use of premises, equipment or property provided, owned, leased or contracted for by or on behalf of the Company.

4.3 Employer and Employee agree that the term "Works" is defined in this Agreement to include any and all materials for which copyright protection may be obtained, including without limitation literary works (including books, pamphlets, articles and other writings), mask works, artistic works (including designs, graphs, drawings, blueprints and other graphic works), computer programs, compilations, recordings, photographs, motion pictures and other audio-visual works that Employee authors, conceives, creates, draws, makes or writes, solely or jointly with others, that (i) relate to the actual or contemplated business, work or activities of the Company, (ii) result from or are suggested by any work that Employee has done or may do on behalf of the Company, or by any information that Employee may receive while employed by the Company, or (iii) are developed, tested, improved or investigated either in part or entirely on time for which Employee was paid by the Company, or with the use of premises, equipment or property provided, owned, leased or contracted for by or on behalf of the Company.

4.4 Employee agrees to assign, transfer and convey, and hereby assigns, transfers and conveys, to Employer all of the right, title and interest in and to any and all such Inventions and Works that Employee has or may acquire in such Inventions or Works that are conceived, made, reduced to practice, developed, authored, created, drawn or written at any time while Employee is employed by the Company and for a period of six (6) months thereafter. Employee agrees that Employer will be the sole owner of all patents, copyrights, trademarks and other intellectual property rights in connection therewith, and agrees to take all such actions as

may be requested by the Company during Employee's employment with the Company and at any time thereafter, with respect to any such Inventions or Works to confirm or evidence such assignment, transfer, conveyance or ownership, and to assist in the Company's maintenance, enforcement, licensing, assignment, transfer, or conveyance of rights in respect of the Inventions or Works.

4.5 In the event that the Company may be unable, for any reason whatsoever, after reasonable effort, to secure Employee's signature on any patent, copyright, trademark or other intellectual property application or other papers, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact to act for and on behalf of Employee to execute, acknowledge, swear to, seal and deliver to the Company and file any such application or applications or other papers, and to do all other lawfully permitted acts to further the provisions of this Section 4.

4.6 Employee expressly acknowledges and states that all Works that are made by Employee (solely or jointly with others) are being created at the instance of Employer and are "works made for hire," as that term is defined in the Copyright Act of 1976, 17 U.S.C. § 101. In the event that such laws are inapplicable or in the event that any such Works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire, this Agreement will operate as an irrevocable and unconditional assignment by Employee to Employer of all Employee's right, title and interest (including, without limitation, all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the rights to all renewals and extensions) in the Works in perpetuity.

4.7 Employee represents that Exhibit B to this Agreement describes all Inventions and Works, whether patentable or not, that have been conceived, made, reduced to practice, developed, authored, created, drawn or written prior to Employee's employment by the Company; provided, however, that Employee has not disclosed in Exhibit B information that is a trade secret belonging to another, or that is the subject of a contract preventing Employee's disclosure of such information to the Company.

5. Employee Representations.

5.1

[REDACTED]

5.2

[REDACTED]

25.01.16

6. Interpretation.

6.1 [REDACTED]

6.2 This Agreement constitutes the entire understanding and agreement of Employee and the Company with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Company and Employee.

6.3 If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, such provision will be deemed severable and the remainder of this Agreement will remain valid and fully enforceable.

6.4 If all or any portion of a covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision, Employee will be bound by any lesser covenant subsumed within the terms of such covenant, which lesser covenant imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. Enforcement.

7.1 [REDACTED]

7.2 [REDACTED]

8. General.

8.1 Employee shall have the title, salary and vacation indicated in Exhibit A to this Agreement.

8.2 This Agreement will be binding upon and inure to the benefit of the Company and its successors and assigns. This Agreement may be assigned in whole or in part

by Employer to a successor to all or substantially all of the business or assets of Employer or the subportion of the business or assets of Employer that relate to Employee's duties; or to any division or part of Employer; or to any subsidiary, affiliate or division; or to any entity that is majority-owned by Employer or its subsidiaries, divisions or affiliates.

8.3 Employer and Employee agree that any term or provision of this Agreement may be amended or waived only by a writing signed by Employee and an officer of Employer. The failure of either party to enforce any of the provisions in this Agreement will not be construed to be a waiver of the right of that party to enforce such provision thereafter.

8.4

8.5

8.6 Employee and Employer agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[SIGNATURE LINES ON THE FOLLOWING PAGE]

By his/her signature below, Employee acknowledges that he/she (i) has had sufficient opportunity to read each provision of this Agreement and understands each provision, (ii) is not under duress and (iii) is not relying on any representations or promises that are not set forth in the Agreement. Employer's assent may be manifested by signature below, and/or by the attachment of the signed Job Offer/Verification Letter.

EMPLOYEE:

Signature: 吳 顯 懷 Wu

Name (Print): Tse-Huai Wu

Social Security No.: 009-61-8162
(or equivalent)

Date: 05.01.2016

EMPLOYER:

By: Jerome Canady

Name: Jerome Canady, MD

Title: CEO

Date: 05.01.16

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