

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7465154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EXECUTED ASSIGNMENT & EMPLOYMENT CONTRACT FOR NON-SIGNING INVENTORS
CONVEYING PARTY DATA	
Name	Execution Date
XIONG ZHENG	07/30/2018
XIANXI PAN	06/02/2022
ZHIMIN DAN	06/02/2022
HONG WANG	04/20/2021
RECEIVING PARTY DATA	
Name:	CONTEMPORARY AMPEREX TECHNOLOGY CO., LIMITED
Street Address:	NO. 2, XIN'GANG ROAD
Internal Address:	ZHANGWAN TOWN, JIAOCHENG DISTRICT
City:	NINGDE CITY, FUJIAN
State/Country:	CHINA
Postal Code:	352100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17858862
CORRESPONDENCE DATA	
Fax Number:	(650)843-4001
<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:	6508434000
Email:	cheryl.rogers@morganlewis.com
Correspondent Name:	YALEI SUN
Address Line 1:	MORGAN, LEWIS & BOCKIUS
Address Line 2:	1400 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	020078-7109-US
NAME OF SUBMITTER:	YALEI SUN
SIGNATURE:	/Yalei Sun/
DATE SIGNED:	08/02/2022
Total Attachments: 16	

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COMBINED DECLARATION AND ASSIGNMENT FOR PATENT AND DESIGN APPLICATIONS	
Title of Invention	ELECTRIC MACHINE CONTROL METHOD AND DEVICE, SYSTEM, AND ELECTRIC VEHICLE
<u>DECLARATION (37 C.F.R. 1.69) USING AN APPLICATION DATA SHEET</u>	
Declaration	<p>As a below named inventor (hereinafter designated as the undersigned), I hereby declare that:</p> <p><input checked="" type="checkbox"/> This declaration is directed to the application attached hereto. If the application is not attached hereto, the application is as identified by the attorney docket number as set forth above and/or the following:</p> <p><input type="checkbox"/> U.S. Application or PCT International Application No. _____ filed on _____.</p> <ul style="list-style-type: none"> • The above-identified application was made or authorized to be made by me. • I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. • I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both. • I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 C.F.R. § 1.56.
<u>CONFIRMATORY ASSIGNMENT</u>	
Assignor	WHEREAS, the undersigned (hereinafter designated as the ASSIGNOR) has invented certain new and useful improvements described in the above-identified application.
Assignee	WHEREAS, Contemporary Ampere Technology Co., Limited of No.2 Xin'gang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian, PRC 352100 its heirs, successors, legal representatives and assigns (hereinafter designated as the ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and in any foreign countries.

<p>Assignment</p>	<p>NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby sells, assigns and transfers to Assignee the entire, full and exclusive right to the above-identified application in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and in any and all foreign countries to be obtained on said application or any divisions, reissues, substitute, continuations, conversions and extensions, reexamination, supplemental examination, post grant review, inter partes review, or other procedures thereof for the full term or terms for which the same may be granted.</p> <p>The ASSIGNOR agrees to execute all papers necessary in connection with the said application and any divisions, reissues, substitute, continuations, conversions and extensions, reexamination, supplemental examination, post grant review, inter partes review, or other procedures thereof and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient.</p> <p>The ASSIGNOR agrees to execute all papers necessary in connection with any interference, litigation, or other legal proceeding which may be declared concerning this said application or divisions, reissues, substitute, continuations, conversions and extensions, reexamination, supplemental examination, post grant review, inter partes review, or other procedures thereof or Letters Patent or reissue patent issued thereon and to cooperate with the ASSIGNEE in every way possible in obtaining and producing evidence and proceeding with such interference, litigation, or other legal proceeding.</p> <p>The ASSIGNOR sells, assigns and transfers to said ASSIGNEE the entire and exclusive right, title and interest to the application(s) and the invention(s) disclosed therein for the United States of America and all foreign countries and does hereby authorize said ASSIGNEE to apply for patents therefore in its own name in countries where such procedure is proper and to claim the priority right under the International Convention and agrees to execute all papers necessary in connection with said applications for such patents and divisions, reissues, substitute, continuations, conversions and extensions, reexamination, supplemental examination, post grant review, inter partes review, or other procedures thereof and also execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient.</p>		
	<p>in witness whereof, executed by the undersigned on the date opposite the undersigned name</p>		
<p>Inventor's Name:</p>	<p>ZHENG, Xiong</p>	<p>Date:</p>	
<p>Inventor's Signature:</p>			

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ADDITIONAL SHEET FOR DECLARATION AND ASSIGNMENT

Inventor's Name:	PAN, Xianxi	Date:	JUN. 2, 2022
Inventor's Signature:	PAN, Xianxi		
Inventor's Name:	DAN, Zhimin	Date:	JUN. 2, 2022
Inventor's Signature:	DAN, Zhimin		
Inventor's Name:	WANG, Hong	Date:	
Inventor's Signature:			

工号: 60040436

(版本号: 201801)

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甲方: 宁德时代新能源科技股份有限公司

法定代表人: 周佳

地址: 福建省宁德市蕉城区漳湾镇新港路2号 邮编: 352106

邮寄送达地址: 福建省宁德市蕉城区漳湾镇新港路2号 邮编: 352106

联系电邮: CATL-JY@catlbattery.com 联系人: 联系电话:

乙方: [郑雄]

证件号码: [431127199302054731]

证件地址: [重庆市开州区九龙山镇岳云村六组134号]

邮寄送达地址: [重庆市开州区九龙山镇岳云村六组134号]

邮编: [405415]

电话: [13651001838] 电邮: [xiongz25@gmail.com]

1、双方确认，乙方在甲方任职期间，因履行职务或者主要是利用甲方的物质技术条件、业务信息等资源产生的发明创造、产品、计算机软件、作品、技术秘密和其他商业秘密，其知识成果和知识产权均属于甲方所有。甲方可以充分地利用这些发明创造、产品、计算机软件、作品、技术秘密和其他商业秘密信息，进行生产、经营或者向第三方转让等一切使用和处置。乙方应当依甲方的要求，提供一切必要的信息和采取一切必要的行动，包括申报、注册、登记等，协助甲方取得和行使有关的知识产权。甲方所享有的上述权益不受乙方离职的影响。

2、作为发明人、制作者或设计人，乙方可享有上述发明创造、产品、计算机软件、作品、技术秘密和其他商业秘密的署名权，但依据法律规定应由甲方署名的除外。乙方还可按甲方有关规定获得相应的物质奖励和精神奖励。

3、除上述外，乙方在甲方任职期间所完成的、与甲方业务相关的其他发明创造、产品、计算机软件、作品、技术秘密和其他商业秘密，乙方主张由其本人享有知识成果和知识产权的，应当及时向甲方申明。经甲方核实，认为确属于非职务成果的，由乙方享有知识成果和知识产权。乙方未向甲方申明的，视为乙方默认该等知识成果为职务成果，甲方可以使用该等知识成果进行生产、经营或者向第三方转让，也可以申请权利注册、登记、授权等，乙方应当予以配合。即便日后该等知识成果被认定为非职务成果，乙方不得要求甲方承担任何侵权责任。乙方申明后，甲方对知识成果和知识产权的权属有异议的，可以通过协商解决；协商不成的，通过法律途径解决。

甲方(盖章): 宁德时代新能源科技股份有限公司

授权代表(签字):



乙方(签名): 郑雄



签约日期: 2018年7月30日



Staff No.: 60040436
(Version No.: 201801)

Confidentiality and Non-compete Agreement

Party A: Contemporary Amperex Technology Co., Limited

Legal representative: Jia Zhou
Address: No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Postcode: 352106
Mailing address: No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Postcode: 352106
Contact email: CATL-JY@catlbattery.com Contact: Contact No.:

Part B: [Xiong Zheng]

ID No.: [431127199302054731]
ID address: [No. 134, Group 6, Qingyun Village, Longshan Town, Kaizhou District, Chongqing City]
Mailing address: [No. 134, Group 6, Qingyun Village, Longshan Town, Kaizhou District, Chongqing City]
Postcode: [405415]
Phone No.: [13651001838] Email: [Xiongz25@gmail.com]

Article V Intellectual property ownership

1. Both parties confirm that during Party B's tenure in Party A, the knowledge achievements and intellectual property rights of the inventions, products, computer software, works, technical secrets or other trade secrets arising from the performance of duties or mainly by utilizing Party A's material and technical conditions, business information etc. all belong to Party A. Party A can fully and freely use these inventions, products, computer software, works, technical secrets and other trade secret information for production, operation or transfer to a third party and other use and disposal. Party B shall, according to Party A's request, provide all necessary information and take all necessary actions, including declaration, registration, enrollment, etc., to assist Party A in obtaining and exercising relevant intellectual property rights. The above rights and interests enjoyed by Party A are not affected by the resignation of Party B.

2. As the inventor, producer or designer, Party B may enjoy the right of authorship of the above-mentioned inventions, products, computer software, works, technical secrets and other trade secrets, except for those that should be signed by Party A according to the law. Party B also can obtain corresponding material rewards and spiritual rewards in accordance with the relevant regulations of Party A.

3. In addition to the above, for other inventions, products, computer software, works, technical secrets and other trade secrets completed by Party B during tenure in Party A and related to Party A's business, where Party B claims to own the knowledge achievements and intellectual property rights, Party B shall declare to Party A in a timely manner. Upon verification by Party A, if it is believed that they indeed belong to non-service achievements, Party B shall enjoy the knowledge achievements and intellectual property rights. Where Party B fails to declare to Party A, it shall be deemed that Party B acquiesces that such knowledge achievements are service achievements, Party A may use such knowledge achievements for production, operation or transfer to a third party, and also may apply for rights registration, enrollment, authorization, etc., and Party B shall cooperate. Even if it is proved that such knowledge achievements are non-service achievements in the future, Party B shall not require Party A to bear any tort liability. After Party B's declaration, where Party A has any objection to the ownership of knowledge achievements and intellectual property rights, it can be settled through consultation. Where the consultation fails, it can be settled through the legal approach.

Party A (stamp): Contemporary Amperex Technology Co., Limited
Authorized representative (signature):

Party B (signature): Xiong Zheng (fingerprint)

Contract date: July 30, 2018

合同编号: 601260918

宁德时代新能源科技股份有限公司

保 密 合 同

甲方

名称: 宁德时代新能源科技股份有限公司

地址: 福建省宁德市蕉城区漳湾镇新港路二号

法定代表人: 周仕

联系电话: 0593-2583888

乙方

姓名: 王红

身份证号码: 610326199401201626

乙方有效通信邮寄地址(如有变更需在变更后三个工作日内通知甲方, 否则甲方按该地址寄送的文件即视为送达) 福建省泉州市惠安市泉州菜香研究所

二、知识产权的归属

1、双方确认, 乙方在甲方任职期间, 因履行职务或者主要是利用甲方的物质技术条件、业务信息等产生的发明创造、作品、构思设想、企划文案、资料作品、技术和商业秘密等, 均为职务成果, 其知识产权

均属于甲方。甲方可以在其业务范围内充分地利用这些发明创造、作品、构思设想、企划文案、资料作品、技术秘密或商业秘密信息等，进行生产、经营或者向第三方转让。乙方应当依甲方的要求，提供一切必要的信息和采取一切必要的行动，包括申请、注册、登记等，协助甲方取得和行使有关的知识产权；

2、乙方在甲方任职期间所完成的，与甲方业务相关的发明创造、作品、构思设想，企划文案、资料作品、技术和商业秘密信息等，乙方没有作出书面声明的，推定其属于职务成果，其知识产权属于甲方。甲方可以使用这些成果进行生产、经营或者向第三方转让。即使日后证明实际上是非职务成果的，乙方亦不得要求甲方承担任何经济责任。


1. 本合同如与双方其他的 口 或书面协议有抵触的，以本合同的约定为准；

2. 本合同一式两份，甲乙双方各执一份，自双方签字或盖章之日起生效。

甲方盖章：  _____

乙方签名： 王红 _____

签订日期 2021 年 4 月 20 日

乙方指模： 

签订日期： 2021 年 4 月 20 日

Contract No.: 60126918

Contemporary Amperex Technology Co., Limited

Confidentiality Agreement

Party A

Name: Contemporary Amperex Technology Co., Limited

Address: No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province

Legal representative: Jia Zhou

Contact No.: 0593-2583888

Part B

Name: Hong Wang

ID No.: 610326199401201626

Party B's valid correspondence mailing address (if there is any change, Party A must be notified within three working days after the change, otherwise the documents sent by Party A to this address will be deemed to have been delivered) Quanzhou Institute of Equipment, Jinjiang City, Quanzhou City, Fujian Province

II. Intellectual property ownership

1. Both parties confirm that during Party B's tenure in Party A, the inventions, works, ideas, planning copywriting, data works, technologies and trade secrets, etc., arising from the performance of duties or mainly by utilizing Party A's material and technical conditions, business information etc. are all service achievements, and intellectual property rights thereof all belong to Party A. Party A can fully and freely use these inventions, works, ideas, planning copywriting, data works, technical secrets, trade secrets etc. for production, operation or transfer to a third party within its service range. Party B shall, according to Party A's request, provide all necessary information and take all necessary actions, including application, registration, registration, etc., to assist Party A in obtaining and exercising relevant intellectual property rights;

2. For the inventions, works, ideas, planning copywriting, data works, technologies, trade secrets, etc. completed by Party B during tenure in Party A and related to Party A's business, where Party B does not make a written statement, it is presumed that they belong to service achievements, and intellectual property rights thereof belong to Party A. Party A can use these achievements for production, operation, or transfer to a third party. Even if it is proved that they are actually non-service achievements in the future, Party B shall not require Party A to bear any economic responsibility.

1. Any conflict between this contract and other oral or written agreements between the two parties shall be subject to terms of this contract.
2. This contract is in duplicates, Parties A and B respectively take one copy, and this contract will take effect from the date of signature or seal of both parties.

Party A stamp: (Stamp of Contemporary Ampere Technology Co., Limited)

Party B signature: Hong Wang

Contract date: April 20, 2021

Party B fingerprint: (fingerprint)

Contract date: April 20, 2021