

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7615821

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|---|--|-----------------------|
| SUBMISSION TYPE: | RESUBMISSION | |
| NATURE OF CONVEYANCE: | EMPLOYMENT AGREEMENT STATING INVENTOR'S OBLIGATION TO ASSIGN | |
| RESUBMIT DOCUMENT ID: | 507501755 | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | CLÉMENT BOIREAU | 05/23/2017 |
| RECEIVING PARTY DATA | | |
| Name: | LOUIS VUITTON MALLETTIER | |
| Street Address: | 2, RUE DU PONT-NEUF | |
| City: | PARIS | |
| State/Country: | FRANCE | |
| Postal Code: | 75001 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 29717625 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (212)813-5901 | |
| <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: | 2128135900 | |
| Email: | PatentAssignments@fzlz.com | |
| Correspondent Name: | CHARLES T.J. WEIGELL, ESQ. | |
| Address Line 1: | 151 WEST 42ND ST., 17TH FL. | |
| Address Line 2: | FROSS ZELNICK LEHRMAN & ZISSU, P.C. | |
| Address Line 4: | NEW YORK, NEW YORK 10036 | |
| ATTORNEY DOCKET NUMBER: | LVT 1907872 | |
| NAME OF SUBMITTER: | ERIDELMA PASCUAL | |
| SIGNATURE: | /ep/ | |
| DATE SIGNED: | 10/28/2022 | |
| Total Attachments: 20 | | |
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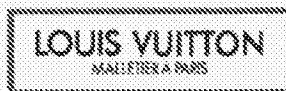
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MAISON FONDÉE EN 1854

SOCIÉTÉ LOUIS VUITTON SERVICES



CONTRAT DE TRAVAIL

Entre

La SOCIÉTÉ LOUIS VUITTON SERVICES

2, rue du Pont-Neuf,
75034 Paris Cedex 01

Ci-après dénommée : la Société

D'une part,

Et,

Monsieur Clément BOIREAU



Ci-après dénommé(e) : le Titulaire

D'autre part,

Il a été convenu et arrêté ce qui suit :

ARTICLE 1 - FONCTION

La Société Louis Vuitton Services engage à son service le Titulaire, à compter du **9 juin 2017**, en qualité de **Designer Junior Haute Joaillerie**, au sein de la Direction Montres et Joaillerie, statut cadre, dans le cadre d'un contrat de travail à temps complet et à durée indéterminée.

Il se déclare libre de tout engagement, y compris de non-concurrence, tant à l'égard de son précédent employeur qu'à l'égard de toute Société.

✓

Cependant, ce contrat est soumis à la condition suspensive d'un avis favorable de la visite médicale d'embauche, dans les conditions prévues par la loi.

Par ailleurs, il est convenu d'arrêter la date d'ancienneté groupe du Titulaire au 12 septembre 2016

ARTICLE 3 - DUREE DU CONTRAT - PERIODE D'ESSAI

Le présent contrat est conclu pour une durée indéterminée.

ARTICLE 4 - PREAVIS

Le présent contrat étant conclu pour une durée indéterminée, chacune des parties a le droit d'y mettre fin, dans les conditions fixées à cet effet par la loi, sous réserve de respecter, sauf cas de faute grave ou lourde, un préavis de 3 mois.

Ce préavis prendra effet, en cas de licenciement, le jour de la première présentation du courrier de notification de licenciement par l'administration postale au salarié.

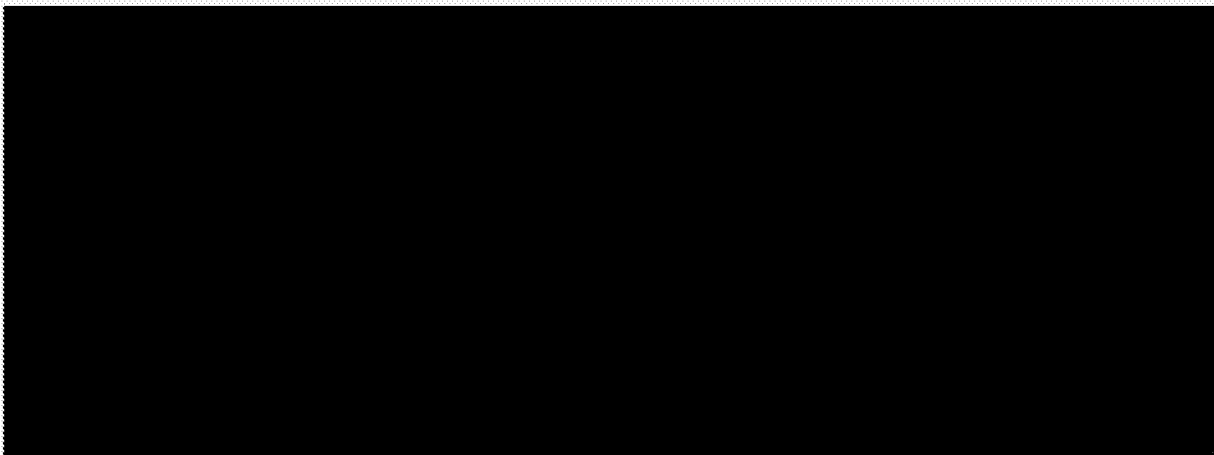
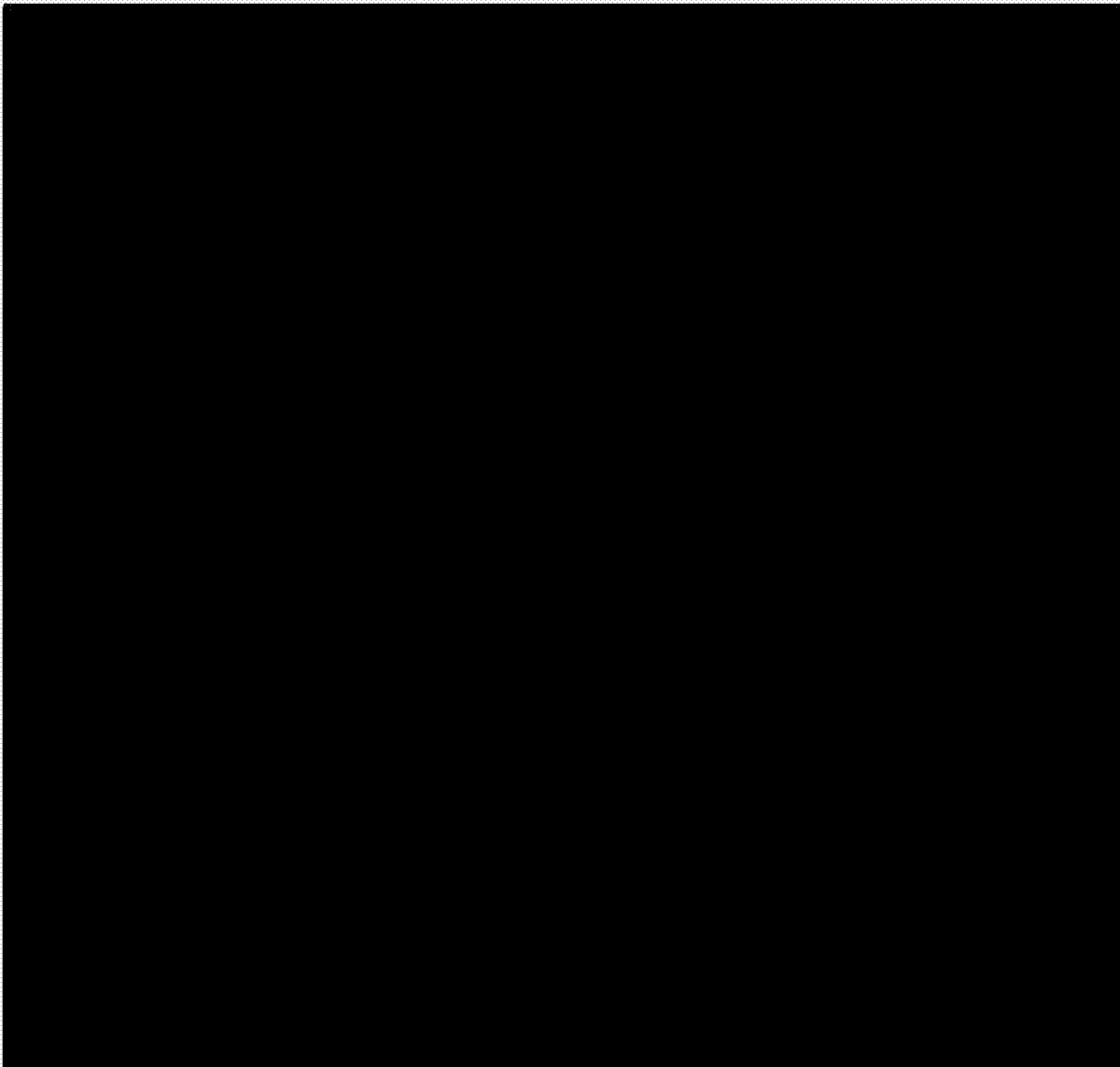
En cas de démission, le préavis débutera à la date de remise contre décharge de sa démission par le salarié à la Société.

La Société aura la possibilité de dispenser le Titulaire de l'exécution du préavis.

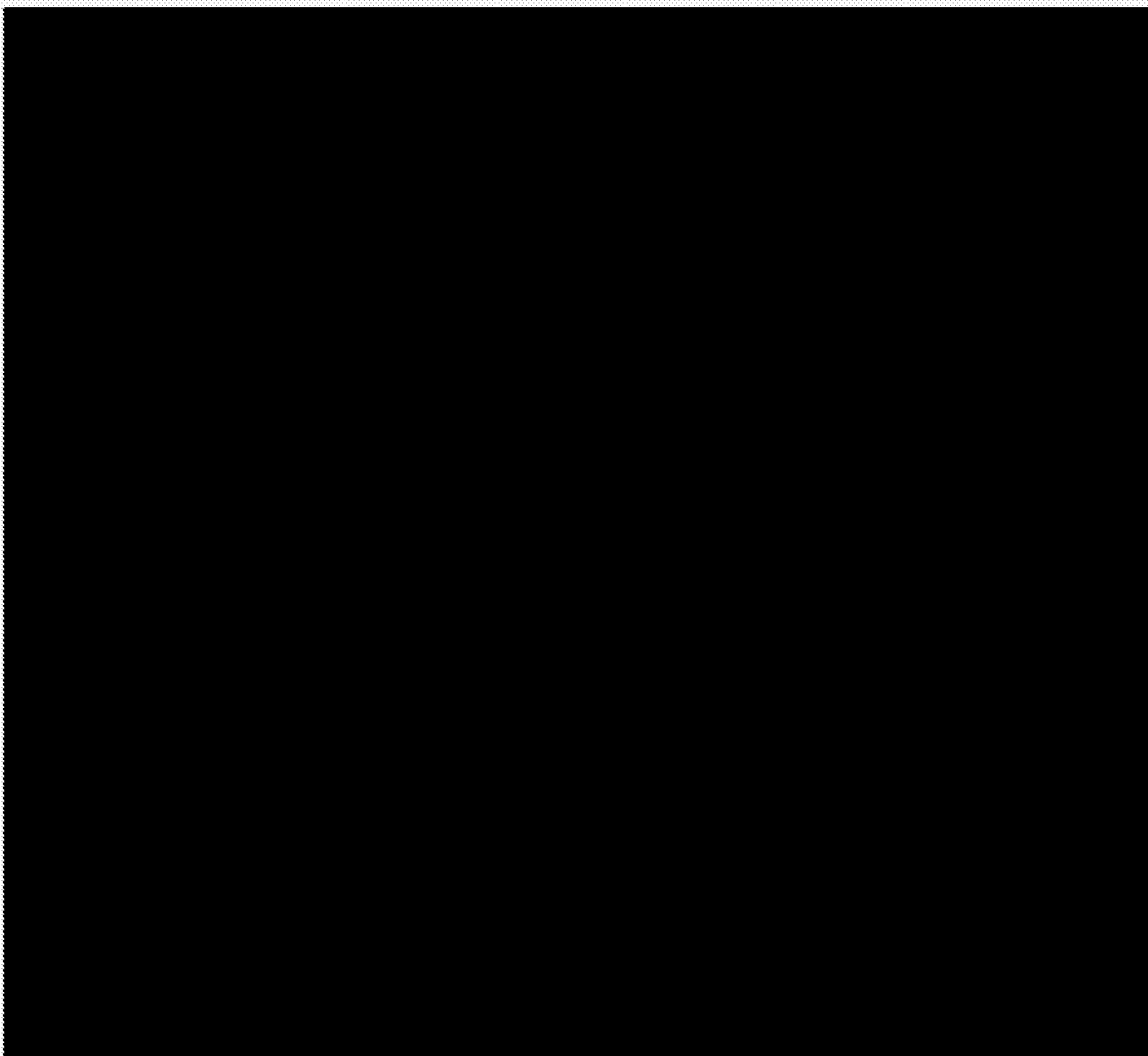
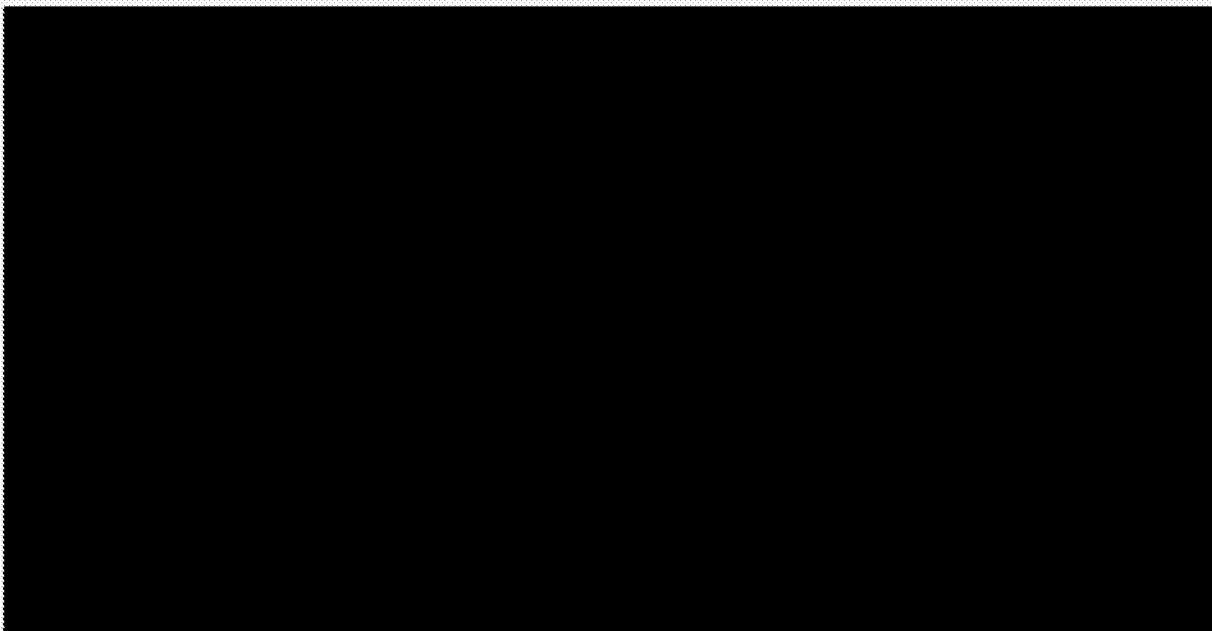
En cas de dispense d'activité, le Titulaire restera tenu à une obligation de loyauté, et ne pourra exercer, jusqu'à sa sortie des effectifs, aucune activité susceptible de concurrencer sous quelque forme que ce soit les activités de la Société.

Cette interdiction s'appliquera indépendamment de l'existence ou de la levée de toute clause de non-concurrence.

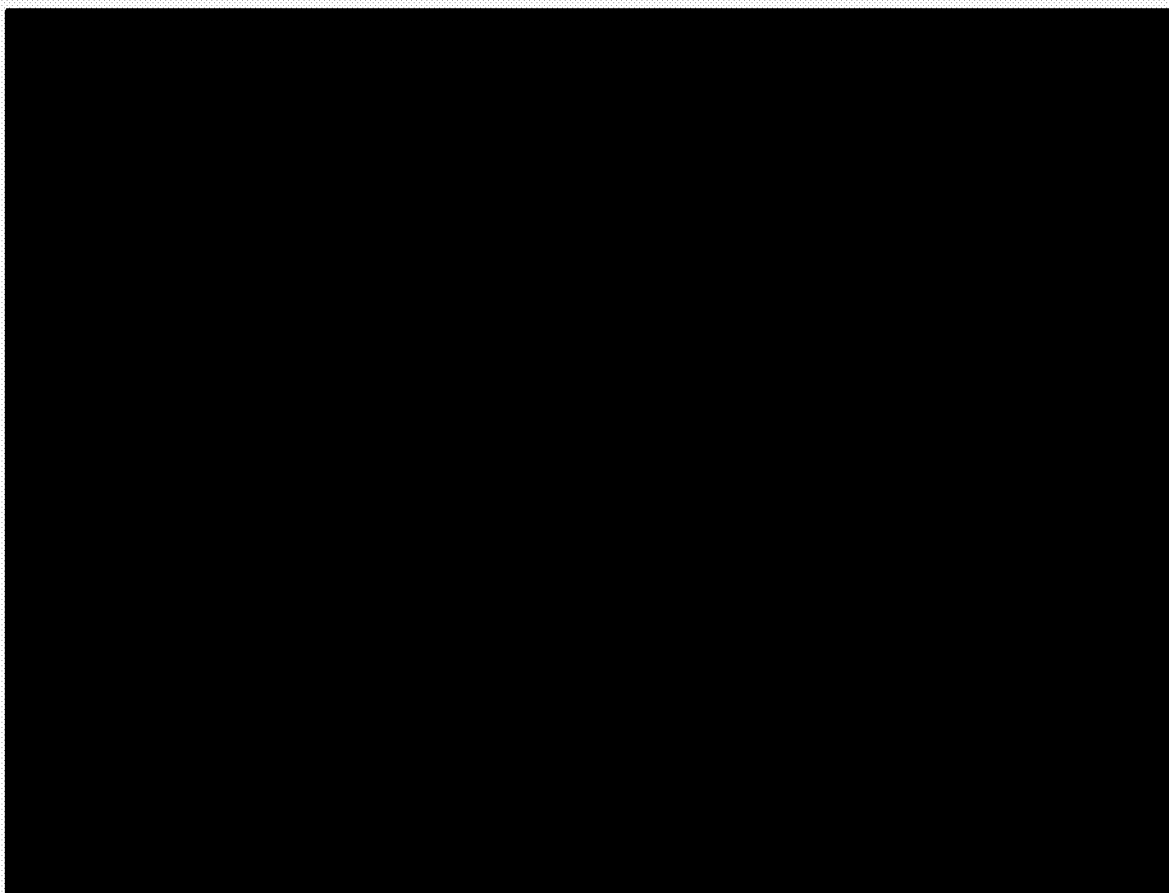
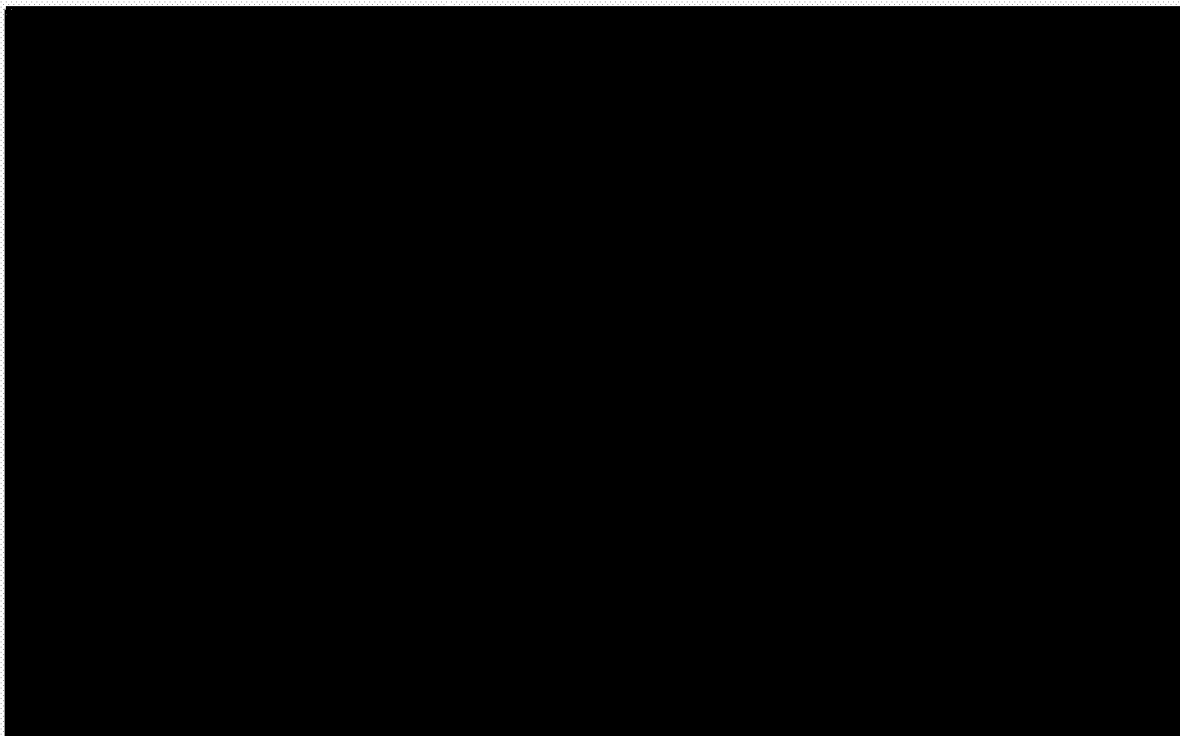
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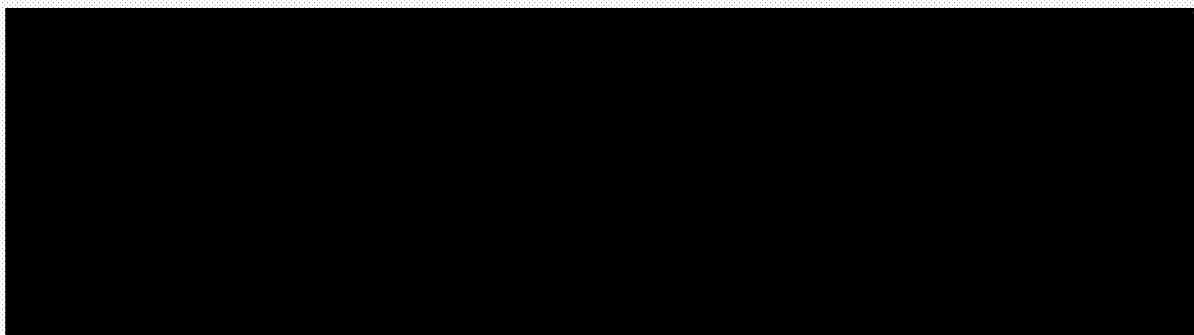
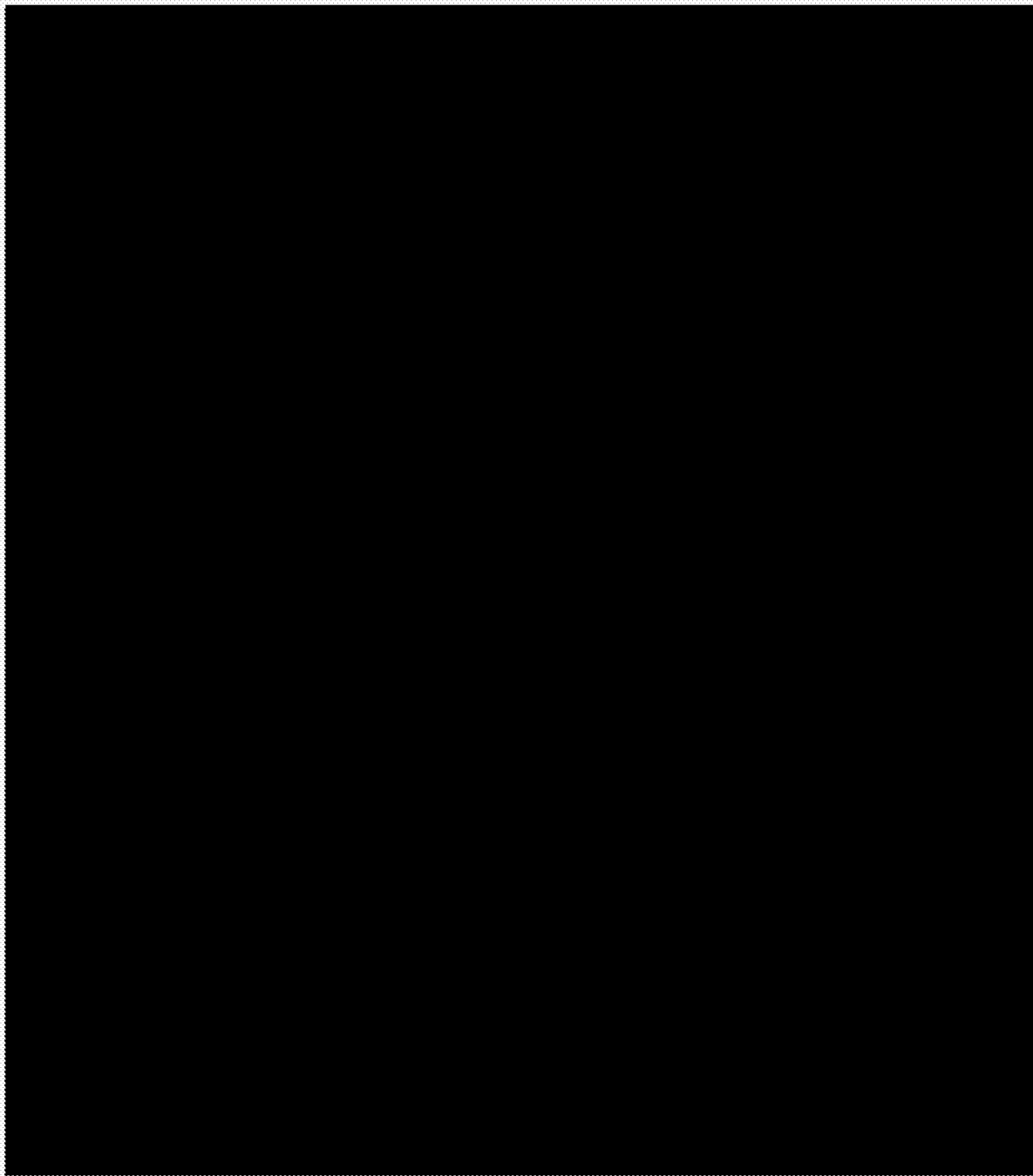
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ARTICLE 13 - DROITS PATRIMONIAUX SUR LES OEUVRES COLLECTIVES

Les créations élaborées par les salariés de la Société Louis Vuitton Services pour le compte de la société Louis Vuitton Malletier, de leur conception à leur réalisation finale, procèdent d'équipes travaillant en commun, sur l'initiative et sous le contrôle de la société. La contribution personnelle des divers auteurs participant à son élaboration se fond dans un ensemble en vue duquel elles sont conçues, sans qu'il soit possible d'attribuer à chacun d'eux un droit distinct sur l'ensemble réalisé.

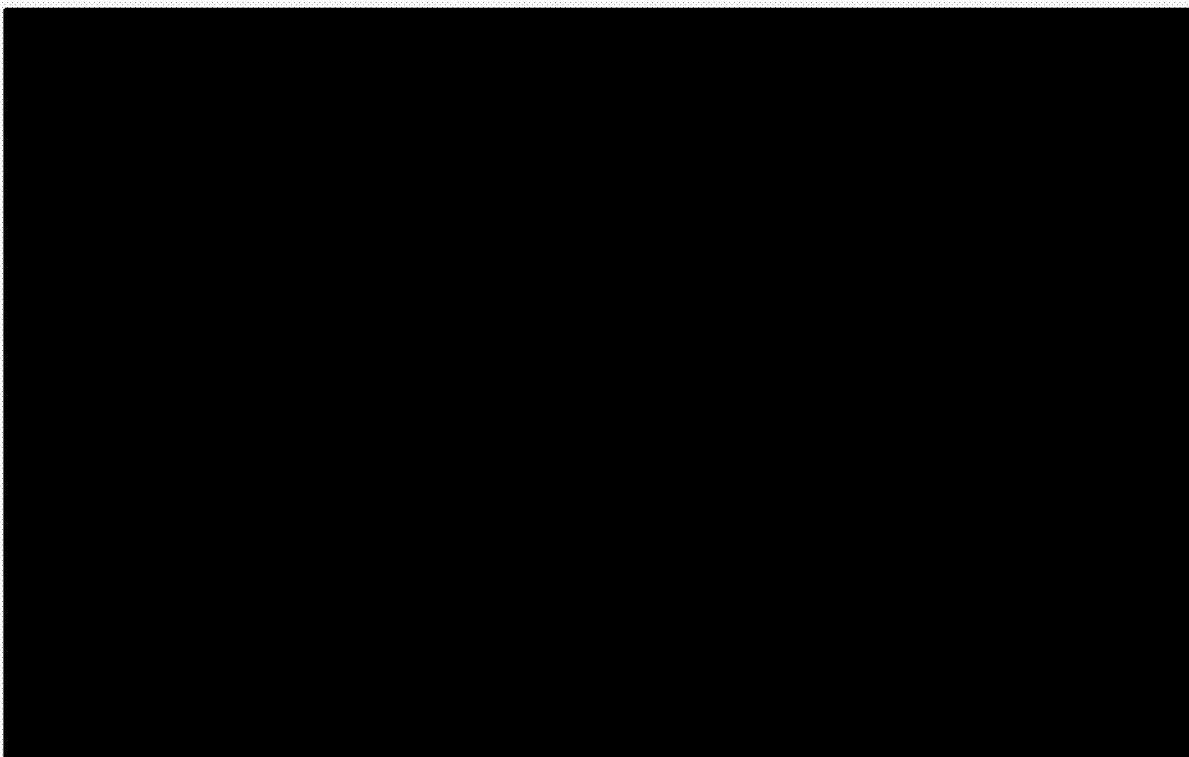
Ces œuvres collectives, destinées à l'usage exclusif de la société Louis Vuitton Malletier, divulguées et exploitées sous son nom, sont la propriété exclusive de cette dernière.

La société Louis Vuitton Malletier est investie à titre originaire des droits patrimoniaux attachés à ces œuvres.

En qualité de Designer Junior Haute Joaillerie, salarié de la Société Louis Vuitton Services filiale de la société Louis Vuitton Malletier, le Titulaire ne peut revendiquer de droits sur les créations réalisées dans le cadre de l'exécution de sa mission grâce aux moyens techniques, humains et financiers mis à sa disposition par la société Louis Vuitton Malletier.

Dans tous les pays où la qualité d'auteur ne peut appartenir à titre originaire à une société, le Titulaire s'engage à signer, le cas échéant, tout document opérant le transfert des droits d'auteur au profit de la société Louis Vuitton Malletier et permettant, dans le monde entier, de rendre opposable aux tiers la propriété exclusive de la société Louis Vuitton Malletier sur les œuvres ainsi visées.

Le Titulaire s'interdit de porter préjudice à la diffusion des créations Louis Vuitton Malletier en exploitant l'œuvre collective à laquelle il a apporté sa contribution, pendant toute la durée de son contrat de travail ainsi qu'après son départ de la Société.



Un double du présent contrat devra nous être retourné dûment signé et porter au bas de la dernière page la mention manuscrite « lu et approuvé », les premières pages devant être paraphées par vos soins.

Fait en deux exemplaires, dont un est remis à chacune des Parties,

A Paris, le 23 mai 2017

Le Titulaire
Clément BOIREAU

lu et approuvé


La Société Louis Vuitton Services:
Représentée par Maud PETIT-LAGALAYE
Directrice des Ressources Humaines
Siège Social



LOUIS VUITTON
Malletier In Paris

House founded in 1854

SOCIETE LOUIS VUITTON SERVICES



Permanent Labor Contract

Between

The SOCIETE LOUIS VUITTON SERVICES

2, rue du Pont-Neuf,
75034 Paris Cedex 01

Hereafter referred to: Company

On one part,

And,

M Clément BOIREAU

Hereafter referred to: the Holder

On another part,

The following has been agreed upon and adopted:

ARTICLE 1 – FUNCTION

The Société Louis Vuitton Services employs the Holder, from June 9, 2017, as a Junior High Jewelry Designer within the Watches and Jewelry Department, executive position, in the framework of a labor contract for full time and for an indefinite period of time.

He declares himself free of any commitment, including non-competition, both with respect to his previous employer and with respect to any company.

[SIGNATURE]



However, this contract is under the condition of meeting the medical examination prerequisite for recruitment in accordance to the conditions outlined by the law.

Besides, it as agreed to set the Holder seniority group date on September 12, 2016.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 3 - LENGTH OF WORK – TRIAL PERIOD

The present contract is concluded for an indefinite period of time.

ARTICLE 4 – NOTICE

The present contract was concluded for an indefinite period of time, each party has the right to terminate it, under the conditions fixed for this purpose by the law, subject to respect, except in the case of a terrible or serious mistake, a notice of 3 months.

This notice will take effect, in case of dismissal, the first day the dismissal notification letter is presented to the employee by the postal administration..

[SIGNATURE]

YL

In case of a resignation, the notice starts from the date the employee submits a signed resignation to the Company.

The Company will be able to exempt the Holder from the execution of the notice. In the event of being exempt from activity, the Holder will remain bound to an obligation of loyalty, and may not exercise, until he leaves the staff, any activity likely to compete in any form whatsoever with the activities of the Company.

This prohibition will apply independently of the existence or the removal of any non-competition clause.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE]

The logo consists of the letters 'L' and 'V' intertwined in a stylized, serif font.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE]

L
V

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[SIGNATURE]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 13-ECONOMIC RIGHTS IN COLLECTIVE WORKS

The creations made by the employees of the Louis Vuitton Services Company on the account of the Louis Vuitton Malletier company, from their conception to their final production, coming from a team working together, on the initiative and under the control of the company. The personal contribution of various authors participating in its development blend into one with view of how they were designed, without it being possible to attribute to each a distinct right on the entirety of the work produced.

These collective works, destined for the exclusive use of the Louis Vuitton Malletier company, disclosed and exploited under its name, are the exclusive property of the last.

The Louis Vuitton Malletier company is invested in the original title of the economic rights attached to these works.

[SIGNATURE]

The Louis Vuitton logo, consisting of the letters 'LV' in a stylized, interlocking font.

As a Junior High Jewelry Designer, employee of the Louis Vuitton Services Company subsidiary company of the Louis Vuitton Malletier Company, the Holder may not claim rights to his creations in the framework of the execution of his mission thanks to technical means, human and financial placed at his disposal by the Louis Vuitton Malletier Company.

In every country where the authorship cannot belong to the original title of a company, the Holder engages in signing, where applicable, all documents operating as the transfer of the author's rights for the benefit of the Louis Vuitton Malletier Company and permitting, in the entire world, to make enforceable against third parties the exclusive rights of the Louis Vuitton Malletier Company on the works thus aimed.

The Holder prohibits himself from harming the diffusion of Louis Vuitton Malletier creations by exploiting the collective works to which he brought his contribution during the entire duration of his employment contract and as well as after his departure from the Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE]



A duplicate of this addendum must be returned to us and duly signed and bear the handwritten note at the bottom of the last page "read and approved", the first pages must be initialed by you.

Two copies made, of which one is given to each party,

In Paris, the 23/05/2017

The Holder
Clément BOIREAU

The Société Louis Vuitton Services:
Represented by Maud PETIT LAGALAYE
Director of Human Resources
Head Office [Signature]

Read and approved

[Signature]

Translator Name: Karine CHALA

Signature of Translator: /Karine Chala/

Date: September 8th, 2022

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Clément Boireau et al.
Title: NECKLACE
Application/Patent No.: 29/717,625
Filed: December 18, 2019
Assignee: Louis Vuitton Malletier
Our Ref.: LVT 1907872
Document ID: 507501755

REMARKS REGARDING ASSIGNMENT

Applicant submits these remarks in connection with inventor Clément Boireau's employment agreement stating inventor's obligation to assign, which is submitted concurrently with these remarks as proof of assignment in the above-referenced matter.

The employment agreement is between Clément Boireau and La Société Louis Vuitton Services, which is a subsidiary of Assignee Louis Vuitton Malletier (see page 16 of the agreement: "employee of the Louis Vuitton Services Company subsidiary company of the Louis Vuitton Malletier Company"). However, the provision regarding ownership (see "ARTICLE 13 – ECONOMIC RIGHTS IN COLLECTIVE WORKS" on pages 15-16) states that any economic rights in works executed under the agreement (which includes intellectual property and patent rights) are owned by Assignee Louis Vuitton Malletier. See, for example, the following statements from the employment contract:

- "These collective works, destined for the exclusive use of the Louis Vuitton Malletier company, disclosed and exploited under its name, are the exclusive property of the last."

- “The Louis Vuitton Malletier company is invested in the original title of the economic rights attached to these works.”
- “In every country where the authorship cannot belong to the original title of a company, the Holder engages in signing, where applicable, all documents operating as the transfer of the author’s rights for the benefit of the Louis Vuitton Malletier Company and permitting, in the entire world, to make enforceable against third parties the exclusive rights of the Louis Vuitton Malletier Company on the works thus aimed.”

The employment agreement therefore shows inventor Clément Boireau’s obligation to assign his design rights to Assignee Louis Vuitton Malletier.

Dated: New York, New York
October 28, 2022

Respectfully submitted,

/ctw/
Charles T. J. Weigell
Reg. No. 43,398

Fross Zelnick Lehrman & Zissu, P.C.
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New York, NY 10036
Telephone: (212) 813-5900
Fax: (212) 813-5901