

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WENBIN YIN	06/19/2018
RECEIVING PARTY DATA		
Name:	BRIGHTVOLT, INC.	
Street Address:	8201 164TH AVE NE	
Internal Address:	SUITE 325	
City:	REDMOND	
State/Country:	WASHINGTON	
Postal Code:	98052	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17064448
CORRESPONDENCE DATA		
Fax Number:	(206)359-7198	
<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:	3032912300	
Email:	patentprocurement@perkinscoie.com	
Correspondent Name:	MICHAEL R. HENSON	
Address Line 1:	P. O. BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	133624.8015.US00	
NAME OF SUBMITTER:	JULIE WILLIE	
SIGNATURE:	/JulieWillie/	
DATE SIGNED:	03/16/2023	
Total Attachments: 6		
source=Employment Agreement - Wenbin Yin_redacted#page1.tif		
source=Employment Agreement - Wenbin Yin_redacted#page2.tif		
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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) by and between BrightVolt, Inc. (the “Company”) and Wenbin Yin (“You” or “Your”)(collectively, the “Parties”), is entered into and effective as of _____ (the “Effective Date”).

WHEREAS, the Company desires to employ You as Battery Design Engineer, and You desire to accept said employment by the Company;

WHEREAS, the Company has agreed to employ You in exchange for Your compliance with the terms of this Agreement;

WHEREAS, the Company and You desire to express the terms and conditions of Your employment in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

[illegible]

the legitimate business interests of the Company, and will not impair or infringe upon Your right to work or earn a living when Your employment with the Company ends for any reason.

(i) Trade Secrets and Confidential Information. You represent and warrant that: (i) You are not subject to any legal or contractual duty or agreement that would prevent or prohibit You from performing Your duties for the Company or complying with this Agreement, and (ii) You are not in breach of any legal or contractual duty or agreement, including any agreement concerning trade secrets or confidential information owned by any other person or entity.

You shall not: (i) use, disclose, or reverse engineer the Trade Secrets or the Confidential Information for any purpose other than the Company's Business, except as authorized in writing by the Company; (ii) during Your employment with the Company, use, disclose, or reverse engineer (a) any confidential information or trade secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by You during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (iii) upon the termination of Your employment for any reason, (a) retain any Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in Your possession, custody, or control, or (b) destroy, delete, or alter the Trade Secrets or Confidential Information without the Company's prior written consent.

The obligations under this Agreement shall: (i) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (ii) with regard to the Confidential Information, remain in effect during the Restricted Period. The confidentiality, property, and proprietary rights protections available in this Agreement are in addition to, and not exclusive of, any and all other rights to which the Company is entitled under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties.

(ii) Non-Solicitation of Customers and Prospective Customers. During the Restricted Period, You shall not, directly or indirectly, solicit any Customer or Prospective Customer of the Company for the purpose of selling or providing any products or services competitive with the Business. The restrictions set forth in this subsection apply only to Customers and Prospective Customers with whom You had Contact.

(iii) Non-Recruit of Employees. During the Restricted Period, You shall not, directly or indirectly, solicit, recruit or induce any employee to (a) terminate his or her employment relationship with the Company or (b) work for any other person or entity engaged in the Business.

(iv) Non-Disclosure of Customer Information. During the Restricted Period, You shall not, except as authorized by the Company, divulge or make accessible to any person or entity (i) the names of Customers, or (ii) any information contained in Customers' accounts.

(v) Noncompetition. During the Restricted Period and in the Territory, You shall not, on Your own behalf or on behalf of any person or entity, engage in the Business by: (a) performing any of the activities which You performed and/or in which You participated, are substantially similar to those which You performed and/or in which You participated, or are partially comprised of those which You performed and/or in which You participated, for or on behalf of the Company; (b) performing activities or services about which You obtained Confidential Information or Trade Secrets as a result of Your association with the Company; and/or (c) interfering with or negatively impacting the business relationship the Company has with any Customer, Prospective Customer, or any other third party about whom You obtained Confidential Information or Trade Secrets as a result of Your association with the Company.

D. Post-Employment Disclosure. During the Restricted Period, You shall provide a copy of this Agreement to persons and/or entities for whom You work or consult as an owner, partner, joint venturer, employee or independent contractor. During the Restricted Period, You authorize the Company to provide a copy of this Agreement to persons and/or entities for whom You work or consult as an owner, partner, joint venturer, employee, or independent contractor.

7. Assignment of Rights. You acknowledge and agree that, as between You and the Company, the Company shall own, and You hereby assign and, upon future creation, automatically assign to the Company, all right, title and interest, including, without limitation all Intellectual Property Rights, in and to any existing and future Work Product (whether

created prior to, on or after the Effective Date) that (a) is or was created within the scope of Your employment, (b) is based on, results from, or is suggested by any work performed within the scope of Your employment and is related to the Business, (c) has been or will be paid for by the Company, or (d) was created or improved in whole or in part through use of the Company's time, personnel, resources, data, facilities, or equipment. All Work Product, to the extent permitted by applicable law, shall constitute work made for hire and shall be owned upon its creation exclusively by the Company. This Agreement does not apply to an invention which qualifies fully as a non-assignable invention under RCW Sections 49.44.140 – 150. This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (iii) the invention results from any work performed by You for the Company. However, You agree to disclose promptly in writing to the Company all inventions made or conceived by You during the term of Your employment and for one year thereafter, whether or not You believe such inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the inventions should be the property of the Company. Any such information will be received in confidence by the Company.

You shall not take any actions inconsistent with the provisions of this Section, including but not limited to the execution of any agreements with any third parties that may affect the Company's title in and to any Work Product. At the Company's request, You agree to perform, during or after Your employment with the Company, any acts to transfer, perfect and defend the Company's ownership of the Work Product, including, but not limited to: (i) executing all documents and instruments (including additional written assignments to the Company), whether for filing an application or registration for protection of the Work Product (an "Application") or otherwise under any form of intellectual property laws whether in the United States or elsewhere in the world, (ii) explaining the nature and technical details of construction and operation of the Work Product to persons designated by the Company, (iii) reviewing and approving Applications and other related papers, or (iv) providing any other assistance reasonably required for the orderly prosecution of Applications. You agree to provide additional evidence to support the foregoing if such evidence is considered necessary by the Company, is in Your possession or control, and is reasonably available and retrievable.

You agree to disclose to the Company and provide the Company with a complete written description of any Work Product in which You are involved (solely or jointly with others) and the circumstances surrounding the creation of such Work Product, upon creation of any subject matter that may constitute Work Product, and upon request by the Company. Your failure to provide such a description to the Company, or the Company's failure to request such a description from You, will not alter the rights of the Company to any Work Product under this Section or otherwise.

You also agree You have identified on Exhibit C ("Prior Inventions") attached hereto all inventions made by You prior to Your employment with the Company and You represent that such a list is complete. You represent that You have no rights in any such inventions other than those "Prior Inventions" specified in Exhibit C. If You attach no such list on Exhibit C, You represent that You have made no such inventions at the time of signing this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

20. Execution. This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images. Each counterpart shall for all purposes be deemed to be an original, and each counterpart shall constitute this Agreement

21. Notice. Whenever any notice is required, it shall be given in writing addressed as follows:

To Company: BrightVolt, Inc.
ATTN: John Todd Peters, CEO
8201 164th AVE NE #325
Redmond, WA 98052

To You: Wenbin Yin
3115 S. Sare Rd
Bloomington, IN 47401

Notice shall be deemed given and effective on the earlier of: (a) the date on which it is actually received; (b) the next business day after it is deposited with UPS, FedEx, or a similar overnight courier service for next business day delivery; or (c) three (3) days after its deposit in the U.S. Mail addressed as above and sent first class mail, certified, return receipt requested. Either Party may change the address to which notices shall be delivered or mailed by notifying the other party of such change in accordance with this Section.

22. Affirmation. You acknowledge that You have carefully read this Agreement, You know and understand its terms and conditions, and You have had the opportunity to ask the Company any questions You may have had prior to signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BrightVolt, Inc.

[Name]

Todd Peters, Chief Executive Officer

Wenbin Yin

Date: _____

Date: 06/19/2018

EXHIBIT A: DEFINITIONS

- A. “Business” means (i) those activities, products, and services that are the same as or similar to the activities conducted and products and services offered and/or provided by the Company within two years prior to termination of Your employment with the Company, and (ii) the business of designing, developing, marketing, and selling lithium polymer batteries for powered cards, RFID, and micro medical devices.
- B. “Confidential Information” means (a) information of the Company, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of the Company, (ii) possesses an element of value to the Company, (iii) is not generally known to the Company’s competitors, and (iv) would damage the Company if disclosed, and (b) information of any third party provided to the Company which the Company is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers, or customers. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (iii) communication systems, audio systems, system designs and related documentation, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, clients, licensors, suppliers, customers, or any third party, including, but not limited to, customer lists compiled by the Company, and customer information compiled by the Company, and (vi) information concerning the Company’s or a third party’s financial structure and methods and procedures of operation. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.
- C. “Contact” means any interaction between You and a Customer or Prospective Customer, as the case may be, which (i) takes place in an effort to perform services on behalf of the Company or to establish, maintain, and/or further a business relationship on behalf of the Company and (ii) occurs during the last two years of Your employment with the Company (or during Your employment if employed less than two years).
- D. “Customer” means any person or entity to whom the Company has sold its products or services, or solicited to sell its products or services.
- E. “Employee” means any person who (i) is employed by the Company at the time Your employment with the Company ends, or (ii) was employed by the Company during the last year of Your employment with the Company (or during Your employment if employed less than a year).
- F. “Intellectual Property Rights” are all: (a) patents and associated reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part; (b) all inventions, whether patentable or not and whether or not reduced to practice; (c) registered and unregistered trademarks, service marks, certification marks, trade dress, logos, trade names, brand names, corporate names, business and product names, internet domain names, internet uniform resource locators, and internet protocol addresses and all goodwill associated with these rights; (d) Trade Secrets, industrial rights, industrial designs; (e) registered and unregistered works of authorship, copyrights, moral rights and publicity rights; (f) all rights to computer software, computer software source code, proprietary databases and mask works and all documentation and developer tools associated with these; (g) proprietary rights that are similar in nature to those enumerated in (a) through (f) anywhere in the world, (h) all enhancements and improvements to and all derivations of any of the rights enumerated in (a) through (g); and (i) all applications, registrations and documentation associated with the rights described in (a) through (g).
- G. “Licensed Materials” means any materials that You utilize for the benefit of the Company, or deliver to the Company or the Company’s customers, which (i) do not constitute Work Product, (ii) are created by You or of which You are otherwise in lawful possession, and (iii) You may lawfully utilize for the benefit of, or distribute to, the Company or the Company’s customers.
- H. “Prospective Customer” means any person or entity to which the Company has solicited to purchase the Company’s products or services.

I. “Restricted Period” means the time period during Your employment with the Company and for two (2) years after Your employment with the Company ends for any reason.

J. “Territory” means the geographic area within which You performed activities for the Company during Your employment with the Company.

K. “Trade Secrets” means information of the Company, and its licensors, suppliers, clients, and customers, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual customers, clients, licensors, or suppliers, or a list of potential customers, clients, licensors, or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

L. “Work Product” means: (i) any data, databases, materials, documentation, computer programs, inventions (whether or not patentable), designs, trademarks, trade dress, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images, and artistic works, and any related application or registrations, and each and every original, interim and final version, copy, replica, prototype, or other original work of authorship thereof or in any way related thereto, any and all reproductions, distribution rights, ancillary rights, performances, displays, derivative works, amendments, versions, modifications, copies, or other permutations of the foregoing, regardless of the form or type and the renewals and extensions thereof; (ii) any subject matter (including but not limited to any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof) protected or eligible for protection under patent, copyright, proprietary database, trademark, trade dress, Trade Secret, rights of publicity, confidential information, or other property rights, including all worldwide rights therein; (iii) any goodwill, commercial and economic benefits, relationship and contracts arising out of or resulting from Your employment; and (iv) any Intellectual Property Rights included within and associated with the items described in (i), (ii) and (iii).