

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT8052390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NICHOLAS MICHAEL O'LOUGHLIN	02/01/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHARKNINJA (HONG KONG) COMPANY LIMITED
<b>Street Address:</b>	238 DES VOEUX ROAD CENTRAL
<b>City:</b>	HONG KONG
<b>State/Country:</b>	CHINA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16813222
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)345-3299
<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>	
<b>Email:</b>	docketing@burnslev.com, bcarey@burnslev.com
<b>Correspondent Name:</b>	BURNS & LEVINSON LLP
<b>Address Line 1:</b>	125 HIGH STREET
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	NJA-009US
<b>NAME OF SUBMITTER:</b>	JOSEPH M. MARAIA
<b>SIGNATURE:</b>	/Joseph M. Maraia/
<b>DATE SIGNED:</b>	07/12/2023
<b>Total Attachments: 12</b>	
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**Shark|NINJA**

*Hong Kong Company Limited*  
21/F, 238 Des Voeux Road Central, Hong Kong

**SharkNinja (Hong Kong) Company Limited**

21<sup>st</sup> Floor, 238 Des Voeux Road Central, Hong Kong

**SharkNinja (Hong Kong) Company Limited**

香港德輔道中 238 號 21 樓

This Contract of Employment ("Contract") is made on 1<sup>st</sup> February 2019 本僱傭合約 ("合約") 由下列雙方於 2019 年 2 月 1 日簽訂:

**Between**

- (1) SharkNinja (Hong Kong) Company Limited, a company formed and existing under the laws of Hong Kong having its registered office at twenty-first floor of 238 Des Voeux Road Central, Hong Kong (the "Company"); and

SharkNinja (Hong Kong) Company Limited 一家依據香港法律註冊成立並存續的公司 註冊地址位於香港德輔道中 238 號 21 樓 (以下簡稱 "公司"); 和

- (2) Nicholas Michael O'Loughlin, holder of [REDACTED] passport no. [REDACTED] (the "Employee").

Nicholas Michael O'Loughlin, [REDACTED] [REDACTED]

(the Company & the Employee collectively the "parties and each the "party")

The Contract between the Company and the employee is hereby entered into under following the terms and conditions:

公司及僱員謹此按下述條款與條件訂立本僱傭合約如下:

**1. Definitions and interpretation**

定義和解釋

**1.1 Defined Terms**

定義

In this contract, unless the context requires otherwise:

在本合約中 除非上下文另有要求:

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of

China;

“香港”指中華人民共和國香港特別行政區；

“Working Day” means a day other than a Saturday, a Sunday or a public holiday on which licensed banks are open for business in Hong Kong;

“工作日”是指香港的持牌銀行開放辦理一般銀行業務的工作日(星期六、星期日及公眾假期除外)。

“Commencement Date” for the contract is 1<sup>st</sup> February 2019 subject to the visa approval date

“入職日”是2019年2月1日，根據簽證批准日期調整。

### 1.2 Interpretation

#### 釋義

In this Contract, unless the context requires otherwise:

在本合約中除上下文另有要求外:

- (a) words importing the plural include the singular and vice versa;

輸入複數的詞包括單數 反之亦然;

- (b) words importing a gender include every gender.

輸入性別的字詞包括每個性別;

- (c) Any reference in this Contract to an Ordinance shall be deemed a reference to an Ordinance of Hong Kong and shall include reference to any subordinate legislation made pursuant thereto as amended, modified or re-enacted (whether before or after the date hereof) and any reference to any provision of any such Ordinance or subordinate legislation shall also include where appropriate any provision of which it is a re-enactment (whether with or without modification);

本合約中凡提及條例之處應被視為提及一項香港條例 並包含據此做出的任何附屬法規 及其修正版、修訂版或重新制訂版(無論在本合約之日前後) 且凡提及任何該等條例或附屬法規的規定之處還包含(視情況而定)任何重新制訂的規定(無論有無修訂)；

- (d) Unless otherwise stated, references to Clauses, sub-clauses and the Schedule are references to Clauses and sub-clauses of and the Schedule to this Contract. The Annex forms an integral part of this Contract.

除非另有規定 凡提及條、款與附表之處均指本合約的條、款與附表。附件構成本合約的組成部分。

### 1.3 Headings and Contents

標題和內容

The headings in this Contract are for ease of reference only and do not affect its interpretation.

本合約中的標題僅為便利而設，不影響其解釋。

References to persons shall include bodies corporate, unincorporated associations and partnerships.

凡提及主體之處應當包含法人、非法人聯合體和合夥。

References to the parties hereto include their respective successors in title, permitted assigns and legal personal representatives.

凡提及本合約雙方之處均包含其各自產權繼任人、許可受讓人 and 法定代理人。

**2. Terms of Employment**

僱傭條款

**2.1 Title**

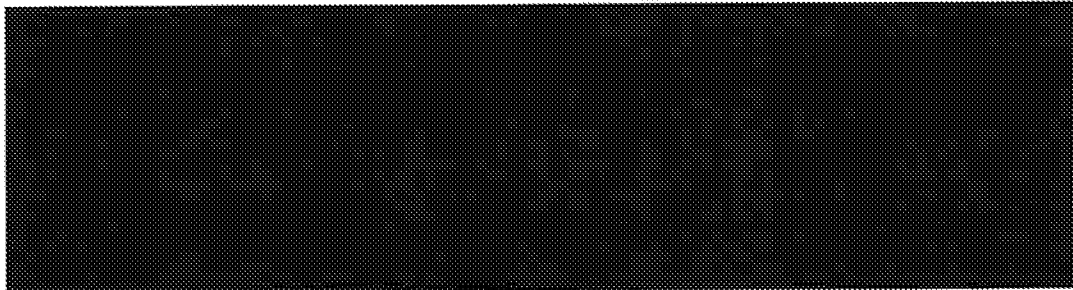
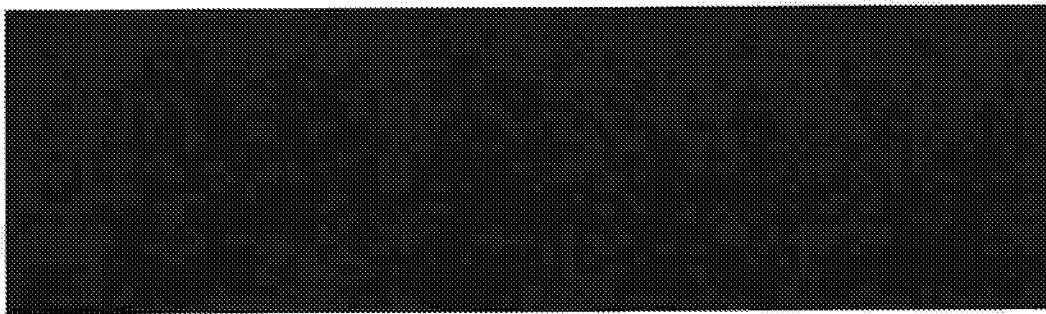
職位

The Employee shall be employed as VP of Ninja Engineering

此僱員被聘用為 Ninja 工程 副總裁

**2.2 Wage**

工資



## 2.4 Term

期限

This Contract shall commence on the Commencement Date and shall continue to be in force unless until terminated under Clause 4 of this Contract.

本合約自入職日開始 除非根據本合約第 4 條終止 否則本合約應繼續有效。

## 2.5 Exclusive Employment

排他性僱傭

While the Contract is in force, the Employee shall work for the Company on a full time basis. The Employee shall not be engaged by any other person, company or entity to perform a duty in exchange for compensation without the expressed written permission of the company.

在合約生效期間 僱員應當全職為公司工作。未經公司明確書面許可 僱員不得由任何其他主體 公司或實體聘請履行職責換取補償。

## 2.6 Working Hours and Working Locations

工作時間和工作地點

On each Working Day, the Employee shall report to work at the registered address of the Company in Hong Kong. The Employee will generally work 8 hours per Working Day and is expected to follow the [Company's normal hours of work from 9:00 am to 6:00 pm Monday through Friday, with a break of one hour for lunch.] The Employee may be required to perform his or her duties beyond the normal working hours in accordance with the Company's operational exigencies. The Company reserves the right to revise, amend or extend the working hours should the need arise. The Employee is not entitled to any overtime payment except as required by law. Depending on the job requirement, the Employee may sometimes be required to work outside of the office and on occasion go on business trips outside of Hong Kong.

在每個工作日 僱員應在公司在香港的辦公地點工作。僱員一般每個工作日工作8小時 [公司正常辦公時間為星期一至星期五上午 9點至下午 6 點包括中午用餐時間一小時]。可能會要求僱員根據公司的業務需求在正常辦公時間外履行工作職責。如有需要，公司保留修改、修訂或延長辦公時間的權利。除法律規定 僱員無權獲得任何加班費。根據工作要求 有時公司可能會要求僱員在辦公室外工作 或者在香港以外的地方出差。

### 3. Obligations of the Employee 僱員的義務

#### 3.1 Discharge of Duties 履行職責

The Employee shall to the best of his or her ability and experience, diligently perform the tasks and duties assigned by, and faithfully follow the instructions of, his or her supervisor or supervisors. In carrying out these duties and responsibilities, the Employee shall comply with all Company policies, procedures, rules and regulations as are announced by the Company from time to time. In his or her capacity of an employee, the Employee shall at all times act in the best interests of the Company.

僱員應當盡自己的能力和經驗忠實地遵守上級的指示認真履行上級分派的工作和任務。在履行這些工作和任務時僱員應遵守公司不時公佈的所有公司政策程序和規定。以僱員身份僱員應始終按照公司的最佳利益行事。

#### 3.2 Compliance with the Law 遵守法律

The Employee shall at all times comply with all applicable legislation, codes, rules and regulations of the relevant governmental authorities and notify the Company if he detects other employees who are not in compliance of the same.

僱員應隨時遵守相關政府部門的所有適用法律法規規章和規定並在發現其他員工不符合規定時通知公司。

#### 3.3 Company Reputation 公司聲譽

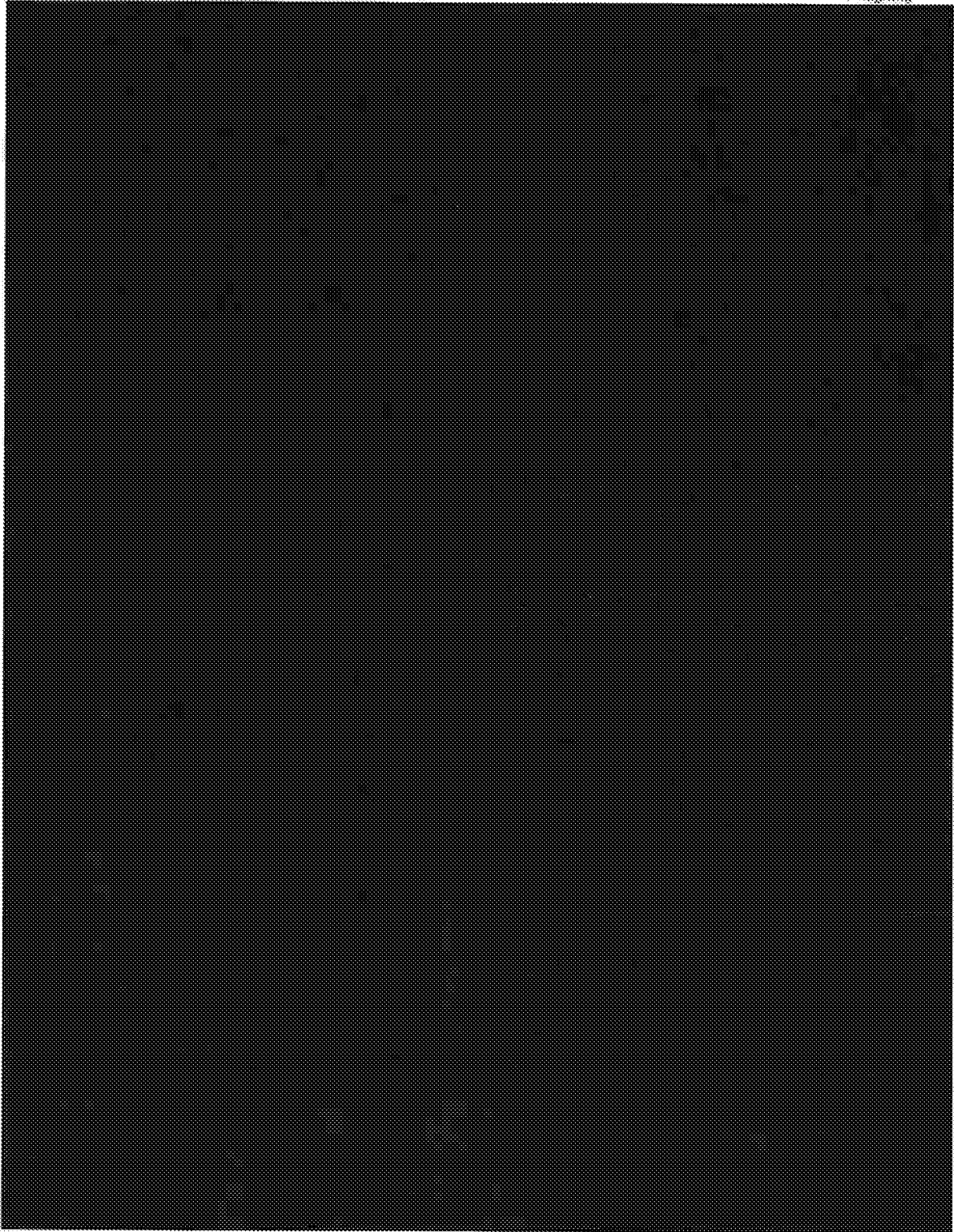
The Employee shall dress and conduct himself or herself appropriately and under no circumstances cause the name or reputation of the Company to be sullied or brought into disrepute as a result of his or her conduct.

僱員應適當地著裝和行事。在任何情況下都不能使公司的形象和聲譽因其行為而受到損害或蒙羞。



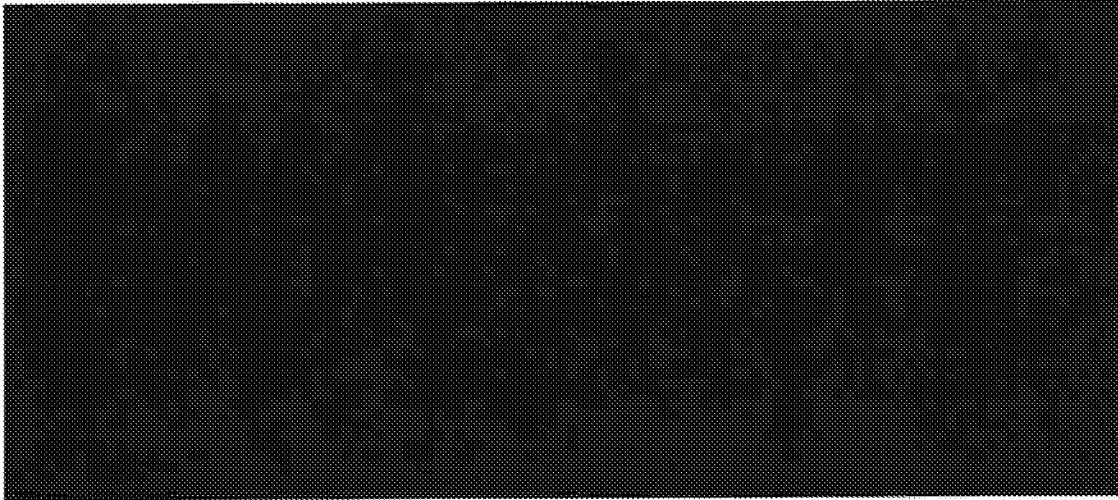
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*Hong Kong Company Limited*  
21/F, 238 Des Voeux Road Central, Hong Kong



6





#### 4. Termination 終止

##### 4.1 Termination by Notice 通知終止

[During the Probation Period, either party can terminate the employment by giving at least [1 week]'s notice in writing.] If the Contract is not terminated during the Probation Period, thereafter either the Company or the Employee may terminate the Contract by giving not less than one month's written notice to the other party, or payment in lieu of such notice.

[任何一方可在試用期內至少提前[1星期]發出書面通知終止僱傭關係。]如果合約在試用期內未被終止則公司或僱員可以通過向對方發出不少於一個月的書面通知或代通知金終止合約。

##### 4.2 Summary Dismissal 即決撤職

Under the following conditions the Company may terminate the Contract immediately, without giving any notice, or payment in lieu of notice, and without any severance payment or long service payment.

在下列條件下公司可以立即終止合約無需通知也無需支付代通知金,遣散費或長期服務金。

- (a) the Employee has committed an act of gross negligence or wilful misconduct, or committed a serious breach of confidentiality.

僱員犯有重大過失行為或故意不當行為或嚴重違反保密規定。

- (b) the Employee is arrested and convicted of a serious offence.

僱員被逮捕並被判有嚴重罪行。

(c) the Employee is absent without explanation for a prolonged period of time.

在無任何解釋下員工長時間曠工。

#### 4.3 Obligations Following Termination

##### 合約終止之後的義務

Upon the termination of this Contract for whatever reasons the Employment shall return to the Company all originals, copies of all documents, and other electrical instruments, such as laptops, thumb drives of the Company. Any obligations as defined in Clauses 3.4, 3.5 and 3.6 shall survive the termination of this Contract.

本合約因任何原因終止後，應將公司所有文件的原件、復印件及其他電子設備（列如公司的筆記本電腦、拇指驅動器等）一併交回公司。第 3.4、3.5 和 3.6 條規定的任何義務在本合約終止後仍有效。

#### 5. Employee Handbook

##### 員工手冊

In addition to complying with the terms and conditions set out in this letter, you shall also comply with the provisions stipulated in the Employee Handbook (as amended from time to time by SharkNinja (Hong Kong)).

除了遵守本函所載的條款和條件之外，僱員還應遵守由 SharkNinja (Hong Kong) 不時修訂的“員工手冊”裏的規定和條款。

#### 6. Intellectual Property Rights

##### 知識產權

All intellectual and industrial property rights arising out of or otherwise in connection with carrying out of the Employee's duties during his or her employment with the Company shall immediately be assigned to and vest in the Company or such other person as may be nominated by the Company as such rights are created. All information, reports, studies, object or source codes, flow charts, diagrams and other tangible or intangible material, (collectively, the "Inventions") of any nature whatsoever produced by the Employee or as a result of the Employee performing his or her duties to the Company during employment under the Company and all copies of the foregoing shall be the sole and exclusive property of the Company. The Employee hereby irrevocably grants, assigns and transfers to the Company all right, title and interest of any kind, nature or description in and to the Inventions, including copyrights, trade secrets and other intellectual property rights. The Employee shall promptly disclose to the Company and assign any and all interest in any invention, improvement or discovery made or conceived by him or her, either alone or in conjunction with others, which arises in the course of his or her duties to the Company.

因僱員在受雇於公司期間履行職責產生或以其他方式相關的所有知識產權和工業產權應立即轉讓給並歸屬公司或公司提名的創造該等權利的其他主體。僱員編制的或因僱員在受雇於公司期間履行職責所致的任何性質的所有信息、報告、研究、目標代碼或源代碼、流程圖、圖表或其他有形材料或無形材料（合稱“發明物”）以及前述的所有副本應當為公司

的專有財產。僱員謹此不可撤銷地向公司授予、讓與並轉讓發明物任何種類、性質或描述的所有權利、產權及權益，包括版權、商業秘密與其他知識產權。僱員應立即向公司披露並將其履行職責過程中獨自或和他人共同作出或構思的任何發明、改進或發現的部分及全部權益轉讓給公司。

The Employee agrees that he or she shall, whether during or after the term of his or her employment with the Company, execute all documents and do all such acts and such things as may be requested by the Company in order to ensure that such intellectual property rights vest exclusively in the Company.

僱員同意將在其受僱於公司期間或其後簽署公司要求的所有文件，做出公司要求的所有行為等，以確保公司獨家享有該等知識產權

#### **7. Governing Law** **適用法律**

This Contract is governed by and construed in accordance with Hong Kong law, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.  
本合約受香港法律管轄及按香港法律解釋，雙方謹此接受香港法院的非排他管轄。

#### **8. Reasonableness** **合理性**

The parties agree that the restrictions in Clauses 3.4 to 3.6 are to be reasonable for the purpose of protecting the Company's legitimate business interests. The parties further agree that if any such restrictions shall be regarded under applicable law as exceeding what would be reasonable for such protection but would be valid if part of the wording were deleted or reduced in scope, then the parties agree that these restrictions shall apply with such modifications as may be necessary to make them valid and effective.

雙方同意，第 3.4 至 3.6 條所述限制對於保障公司合法的商業利益而言具有合理性。雙方進一步同意，如果根據適用法律任何該等限制被認為超出保障的合理範圍，但在刪除部分措辭或縮小範圍後依然有效，則雙方同意該等限制在作出使其有效的必要修訂後繼續適。

#### **9. Severability** **可分割性**

Any provision of this Contract that is invalid, illegal or unenforceable in any jurisdiction shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law, or if no reformation is permissible, shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract, and any such invalidity, illegality or unenforceability shall not, of itself, affect the validity, legality or enforceability of such provision in any other jurisdiction.

本合約在任何司法管轄區內無效、不合法或不可執行的任何規定應當自動修訂及解釋從而在法律允許的最大限度內具有有效性與可執行性；或者若無法修訂，則為無效，但該等無效性、不合法性或不可執行性不得使本合約其他規定無效或不可執行，且任何該等無效性、不

法性或不可執行性本身不得影響該規定在任何其他司法管轄區的有效性、合法性或可執行性。

10. Language

文本

This Contract shall be in Chinese and English, both versions shall be of equal effect. Where there is any conflict between the Chinese and the English version, the English version shall prevail.

本合約以中英文寫就，兩種語言文本具有同等效力。如若中文文本和英文文本發生任何衝突，以英文文本為準。

11. Third Party Right

第三者權利

No one other than a party to this Contract will have any right to enforce any of the terms in this Contract against another party to their Contract. In particular, no person or class of persons referred to in this Contract (or their respective successors or assigns) as being entitled (actually, prospectively or contingently) to benefits due to his or her (or their) relationship with one party to this Contract will have any rights against another party to this Contract or any associate of such party under the Contracts (Rights of Third Parties) Ordinance.

非本合約一方的任何主體均無權對合約另一方強制執行本合約任何條款。具體而言，本合約未提及的、因其與本合約一方的關係（實際、潛在或偶發）享有權益的任何主體或任何一類主體（或其相應繼任人或受讓人）均不對本合約另一方或該方在“合約（第三者權利）條例”項下任何關聯人享有任何權利。

The Company and the Employee hereby declare that they fully understand and agree to abide by the terms and conditions listed above. This contract is in duplicate.

公司及僱員謹此聲明完全理解並同意遵守上述條款和條件。本合約一式兩份。

SIGNED by Jimmy Liu )

簽字: [Signature] )  
[Name of Authorized Officer] )

[授權管理人員姓名] [Signature] )  
SharkNinja (Hong Kong) Company Limited )

SharkNinja (Hong Kong) Company Limited )

[Title] Associate HR Director )

[職務] 人力資源副總監 )

affix company chop above

加蓋公章

SIGNED )

[Employee: [Signature] )

[僱員: )

**Shark|NINJA**

*Hong Kong Company Limited*  
21/F, 238 Des Voeux Road

Central, Hong Kong

Annex 1:  
附件1:

