

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
SUN RISE GREEN TECHNOLOGY Co., Ltd.	02/01/2009
RECEIVING PARTY DATA	
Name:	PRESIDENT PACKING INDUSTRIAL Corp.
Street Address:	No. 1-31, Madoukou, Makou Li
City:	Madou Township, Tainan County
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7086580
CORRESPONDENCE DATA	
Fax Number:	(713)223-4873
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-224-8080 ext 206
Email:	achu@egbertlawoffices.com
Correspondent Name:	Egbert Law Offices PLLC
Address Line 1:	412 Main St., 7th Floor
Address Line 2:	Attn: Andrew W. Chu
Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	4-1558
NAME OF SUBMITTER:	Andrew W. Chu
Total Attachments: 9 source=4-1558 License#page1.tif source=4-1558 License#page2.tif source=4-1558 License#page3.tif source=4-1558 License#page4.tif source=4-1558 License#page5.tif	

OP \$40.00 7086580

PATENT

REEL: 022460 FRAME: 0768

500821255

source=4-1558 License#page6.tif
source=4-1558 License#page7.tif
source=4-1558 License#page8.tif
source=4-1558 License#page9.tif

專利授權同意書

立約人：禾豐環保科技有限公司

統奕包裝股份有限公司（以下稱乙方）

茲因甲方所擁有之美國發明專利號碼 US 7086580, B2 研發之隔熱碗、盤之專利，授權予乙方既專利權授權金給付方式，經雙方協議訂定本契約共同遵守，雙方約定條款如下：

一、專利授權有效期間：

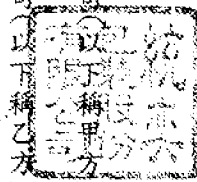
授權有效期間自西元 2009 年 2 月 1 日起至西元 2024 年 3 月 22 日止，申請地域範圍為美國地區。如於本合約期間內，本發明專利有無效或其他事由致甲方無法履行本合約之義務時，本合約視同全部或一部提前終止。但若因乙方可歸責於己之事由，乙方應自行負責，應受本契約之約定。

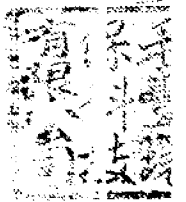
二、專利許可

（一）甲方保證其為本發明專利之專利所有權人，並保證其於本合約期間內為一繼續有效之發明專利，並專屬授權予乙方本發明專利在美國境內（即本發明專利申請地域範圍），得獨家製造本產品或使用授權標的。

（二）甲方明瞭並知悉乙方之全部或部分產品係以台灣工廠製造生產後外銷，故甲方保證台灣地區之專利權不得專屬授權予乙方以外之第三人，以確保乙方之合約權益。

三、授權費用





乙方應支付甲方上述專利使用權權利金，乙方應開立每月初十期票之權利金。

(一)自 2009 年 2 月 1 日至 2009 年 7 月 31 日，機器開發期間，經雙方同意，甲方不向乙方收取授權金。

自 2009 年 8 月 1 日到 2009 年 12 月 31 日，每月給付之授權金以基本權利金五折計算。

自 2010 年 1 月 1 日至 2010 年 12 月 31 日，每月給付之授權金以基本權利金七折計算。

自 2011 年 1 月 1 日至 2011 年 12 月 31 日，每月給付之授權金以基本權利金九折計算。

(二)自 2012 年 1 月 1 日至 2024 年 3 月 22 日止，每月所必須支付的權利金以當月銷售數量計算：

每月銷售數量達 1000 萬 pcs 以上：每 pcs 權利金 0.021 元，當月銷售未達 1000 萬 pcs，以 1000 萬 pcs 計算授權金。

每月銷售數量達 3000 萬以上~5000 萬 pcs 以下：每 pcs 權利金 0.018 元。

每月銷售數量達 5000 萬以上：每 pcs 權利金 0.017 元。

(三)基本權利金定義為 1000 萬 pcs 乘上每 pcs0.021 元。

註：前述金額皆以新台幣/NTD 計算。

四、上述產品專利權授權，其授權之範圍，為乙方就授權標的得使用、製造、為販賣之要約或販賣本產品及為上述目的而進口該物品之權。如為專屬授權者，乙方並得視銷售需求另行授權該授權區域之第三人實施本合約之銷售權利。其專屬授權期間為簽約日起至 2024 年 3 月 22 日止，而被授權實施範圍限於美國境內(即專利申請有效範圍內)唯一獨家授權，故甲方不得另行授權第三人。

五、本約乙方被甲方授權權利及實施範圍，非經甲方書面同意不得轉讓或質押、私自仿製、讓與、出租、或出借於第三人，但經甲方



同意委外加工不在此限，否則即視同未經授權而侵害上述專利權，乙方及第三人均需負侵權違約賠償之責任。

六、倘若一方違反本約所述各項規定，除應依約賠償它方之損失外，並應給付它方懲罰性違約金新台幣壹仟萬元。

七、甲方同意於2012年12月一日起，若乙方有意終止本合約，得於書面通知甲方，自通知日起十二個月後終止合約。

八、甲方應保證乙方在授權地區銷售此專利產品的權益，倘乙方在授權區域行使此專利過程中，侵犯到第三方的任何專利權，甲方應負責面對此專利所衍生的法律責任及損失。

九、倘甲方該專利在乙方被授權的區域有侵犯他人專利權，乙方有權終止合約，並停止支付權利金並保留向甲方求償的權利。

十、甲方擁有之美國以外之本專利權，倘未專屬授權予任何第三方，甲方同意乙方可銷售本專利權產品，授權金給付方式為本合約授權金之五折。乙方若有意願請求專屬授權，可享有優先議約的權利。

十一、甲方擁有之美國以外之本專利權，倘有任何第三方有意願請求專屬授權，甲方應先通知乙方，並將第三方條件讓乙方知悉，乙方若有意願議約，並可享有優先議約的權利。

十二、甲、乙雙方對本合約內容均負有絕對保密責任。

十三、本合約中之各項條款均不含加值營業稅。

十四、若因不可歸責於雙方之天災地變、戰爭、暴動、內亂、法令的改廢制度、公權力等的命令處分、同盟罷業及其他爭議行為、運輸機構的事故，以及其他不可抗拒的外力，造成合約的全部或一部份的履行遲延或無法交付物品時，關於本合約不能履行之部份為無效。

十五、雙方若有約定不詳盡，同意以誠信原則處理。

十六、甲、乙雙方對本合約遇有爭執訴訟時，合意以中華民國之法律為準據法，並以台灣台中地方法院為第一審管轄法院。

十七、本合約正本兩份，甲乙雙方各執正本一份。

附件：美國發明專利 US. 7086580, B2 號專利權證書影本乙份。美國以外已申請專利通過國家名單乙份。

立約人： 甲 方：禾豐環保科技有限公司

統一編號：28055738

負責人：劉文欽

地址：台中市南屯區大墩二街338號3F-2

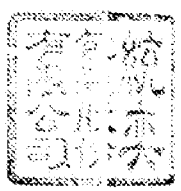
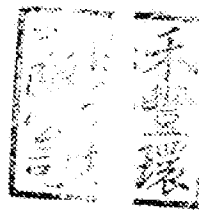


乙 方：統燕包裝股份有限公司

統一編號：869208994

代表人：王

地址：台南縣麻豆鎮麻口里麻豆口一二二號



中華民國 九十八年 二月 一日

Patent Authorization Agreement

This Agreement is entered into this first day of February 2009, by and between:
SUN RISE GREEN TECHNOLOGY CO., LTD. (hereinafter referred to as Party A),
and President Packaging Ind. Corp. (hereinafter referred to as Party B).

Whereas, Party A owns the patent of heatproof bowl and dish, patent number US 7086580B2, this agreement on the authorization to Party B namely the mode of payment for patent authorization fee is stipulated by mutual consent and shall be followed by both parties, and the agreed terms are as set forth as follows.

1. Effective period of patent authorization:

The effective period of authorization is from February 1, 2009 to March 22, 2024. The applied territorial scope is within the United States. In case that Party A is not able to perform the obligations specified in this agreement due to the invalidation of this invention patent or other reasons during this agreement period, this agreement will be regarded as totally or partially terminated beforehand. If the reasons can be attributed to Party B, Party B shall be responsible, and this agreement shall be followed.

2. Patent license

(1) Party A guarantees that he is the owner of this invention patent, and it is a patent of invention that continues in force during this agreement period, and this invention patent is exclusively authorized to Party B to manufacture this product or use authorized targets within the territory of the United States (namely the applied territorial scope of this invention patent).

(2) Party A knows and gets acquainted with that all or part of products of Party B are manufactured by Taiwan's factories for export, so Party A guarantees that the patent may not be authorized to any party other than Party B in Taiwan, so as to ensure Party B the benefit.

3. Authorization fee

Party B shall pay the aforesaid license royalty to Party A, and Party B shall issue royalty of promissory note on the tenth day monthly.

(1) From February 1, 2009 to July 31, 2009, during the machine development period, Party A does not take authorization fee from Party B upon mutual consent. From August 1, 2009 to December 31, 2009, the monthly authorization fee shall be fifty percent of basic royalty.

From January 1, 2010 to December 31, 2009, the monthly authorization fee shall be seventy percent of basic royalty.

From January 1, 2011 to December 31, 2009, the monthly authorization fee shall be ninety percent of basic royalty.

(2) From January 1, 2012 to March 22, 2024, the monthly royalty shall be based

on the quantity of sale in that month.

Monthly sales quantity above 10 million pcs: royalty 0.021 dollar per pc, if the sales quantity is below 10 million pcs in a certain month, the authorization fee shall be calculated based on 10 million pcs.

Monthly sales quantity above 30 million and below 50 million pcs: royalty 0.018 dollar per pc.

Monthly sales quantity above 50 million pcs: royalty 0.017 dollar per pc.

(3) Basic royalty is defined as 10 million pcs multiplied by 0.021 dollar per pc.

Note: all the aforesaid amounts are in NTD.

4. The scope of the aforesaid product patent authorization is the right of Party B to use, manufacture, offering for sale or sell this product of the authorized target as well as import this goods for the aforesaid purposes. As for exclusive authorizer, Party B should authorize a third party in this authorized region to implement the selling right specified in this agreement according to the sales demand. The exclusive authorization period is from the sign date to March 22, 2024, and the authorized implementation scope is limited to unique authorization within the territory of the United States (namely within the effective range of patent application), so Party A may not authorize any other parties.

5. The right and the implementation range of Party B authorized by Party A in this agreement should not be transferred or pledged, imitated, given, rented, or lent to any third party without Party A's written approval, but outside processing approved by Party A is not subject to this restriction, otherwise it will be regarded as unwarranted and violating the aforesaid patent right, Party B and the third party shall be responsible for the violation of agreement.

6. If one party breached regulations of this agreement, he shall compensate the other party for loss according to the agreement, and shall pay NTD 10 million as penalty to the other party.

7. Party A agrees that as of February 1, 2012, if Party B has a mind to terminate this agreement, he shall notify Party A in written form, and the agreement will be terminated 12 months after the notification date.

8. Party A shall ensure Party B the right to sell this patent product in the authorized region, if Party B infringes any patent of any other parties when exercising this patent in the authorized region, Party A shall be responsible for relevant legal liabilities and losses.

9. If Party A's patent infringes other patents in the authorized region, Party B has the right to terminate the agreement, and stop paying the royalty and reserve the right to claim for compensation.

10. As for this patent owned by Party A outside the United States, if it is not authorized to any third party exclusively, and Party A agrees Party B to sell this patent product, the authorization fee will be fifty percent of that in this agreement. If Party B applies for an exclusive authorization, he could have the priority of discussing agreement.

11. As for this patent owned by Party A outside the United States, if any third party intends to apply for an exclusive authorization, Party A shall notify Party B firstly, and let Party B know the third party's conditions, if Party B is willing to discuss the agreement, he could have the priority of discussing agreement.

12. Both parties are responsible to keep this agreement content in strict confidence.

13. All prices in this agreement are free of value add tax.

14. If the performance of the whole or part of the agreement is delayed or the goods cannot be delivered due to natural disaster, war, insurrection, civil strife, revision and abolishment of laws, punishment of public power, strike and other disputes, accidents of transport machinery and other irresistible external forces that cannot be attributed to both parties, the part of this agreement that cannot be performed is invalid.

15. Both parties agree that unspecified terms shall be discussed based on the principle of good faith.

16. In case of dispute concerning this agreement, both parties agree that the laws of Taiwan, Republic of China, shall be the governing law, and the Taichung District Court shall be the first juridical court.

17. This agreement is made in two original copies, and each party holds one copy.

Appendix: Copy of US7086580B2 Letter Patent and a list of countries other than US where patented.

Signed by:

Party A:

SUN RISE GREEN TECHNOLOGY CO., LTD. (seal)

VAT number: 28055758

Representative: Wen-Chin Liou (seal)

Address: Fl. 3-2, No. 338, Datun 11th St., Nantun District, Taichung City

Party B:

President Packaging Ind. Corp. (seal)

VAT number: 89209994

Representative: Rui-Qing Li (seal)

Address: No. 1-31, Madoukou, Makou Li, Madou Township, Tainan County