

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4052101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHANGHAI SHILU INSTRUMENT CO., LTD.	06/24/2016
RECEIVING PARTY DATA	
Name:	FLUKE PRECISION MEASUREMENT LTD.
Street Address:	52 HURRICANE WAY
Internal Address:	NORWICH AIRPORT
City:	NORWICH, NORFOLK
State/Country:	UNITED KINGDOM
Postal Code:	NR6 6JB
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	13927005
Application Number:	29476737
Application Number:	29520582
Application Number:	29497388
Application Number:	29554225
Application Number:	29497386
Application Number:	29551777
CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<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:	206-622-4900
Email:	laurah@seedip.com
Correspondent Name:	KEVAN L. MORGAN
Address Line 1:	SEED IP LAW GROUP PLLC
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ATTORNEY DOCKET NUMBER:	370074.001
NAME OF SUBMITTER:	KEVAN L. MORGAN
SIGNATURE:	/Kevan L. Morgan/

PATENT

DATE SIGNED:	09/14/2016
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Total Attachments: 8

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转让协议

ASSIGNMENT AGREEMENT

本协议由 上海世禄仪器有限公司 (下称“**转让人**”) 和 福禄克精密测量有限公司 (下称“**受让人**”) 签署。转让人的营业地为 中国上海闵行区虹梅南路 2638 弄 139 号 , 受让人的营业地为 52 Hurricane Way, Norwich Airport, Norwich, Norfolk, NR6 6JB, United Kingdom 。转让人和受让人均理解并承认: 英文名称“**Shanghai Shilu Instrument Co., Ltd.**”和“**Shanghai Shilu Instruments Co., Ltd.**”均指向在此被认定为受让人的实体“上海世禄仪器有限公司”。

THIS AGREEMENT is by and between Shanghai Shilu Instrument Co., Ltd. having a place of business at No. 139 Lane 2638 South Hong Mei Road, Minhang District, Shanghai, China ("**Assignor**") and Fluke Precision Measurement Ltd., having a place of business at 52 Hurricane Way, Norwich Airport, Norwich, Norfolk, NR6 6JB, United Kingdom ("**Assignee**"). Both Assignor and Assignee understand and accept that the English names "**Shanghai Shilu Instrument Co., Ltd.**" and "**Shanghai Shilu Instruments Co., Ltd.**" refer to the entity "上海世禄仪器有限公司", identified herein as Assignor.

转让人是本协议的附件一所列专利 (以下简称“**专利**”)、外观设计登记 (以下简称“**登记**”) 和专利申请 (以下简称“**申请**”) 的登记的权利人, 转让人保证其根据现有专利登记文档拥有专利、登记、申请以及其中所记载的所有发明创造 (下称“**发明创造**”) 。

Assignor warrants that it is the registered owner of the patents (the "**Patents**"), design registrations (the "**Registrations**") and the patent applications (the "**Applications**") listed in Annex I of this Agreement and the inventions (the "**Inventions**") described in the Patents, the Registrations, and the Applications pursuant to the patent registration documents.

受让人希望获得与专利、登记、申请和发明创造, 以及它们在世界其他任何及所有国家和地区可能获得的任何及所有专利申请、外观设计登记有关的全部权利、所有权和利益。

Assignee desires to acquire the entire right, title and interest in and to the Patents, the Registrations, the Applications and the Inventions, and in and to any and all other patent applications that may be filed and patents and design registrations that may be granted for the Inventions in any and all countries and regions in the world.

基于受让人将于生效日起三十(30)日内支付给转让人的伍佰肆拾肆万肆仟贰佰伍拾(5,444,250.00)元人民币以及其他善意的对价, 转让人在此将其现有的或今后将获得的有关于专利、登记、申请以及发明创造, 申请的任何分案申请、延续申请、部分延续申请, 申请的任何外国申请和该外国申请的分案申请、延续申请、部分延续申请, 要求任何申请的优先权的任何其他专利申请, 任何专利、登记的重新公布、重新审查或期限延长, 任何其他可能为申请和发明创造授予的专利和外观设计登记, 以受让人名义直接(在允许这类申请的国家)提交外国专利申请和外观设计登记, 要求来源于专利、登记和申请的优先权, 以及就针对根据本协议而转让和移交的权利的所有侵权行为或涉嫌侵权的行为获得损害赔偿或其他救济的权利和采取可能需要的所有此类程序的权利(而无论所述侵权行为发生在本协议签署日之前或之后), 的任何及所有权利、所有权和利益(统称为“权利”)不可撤销地转让和移交给受让人; 受让人特此接受上述专利、登记、申请、发明创造以及根据本协议转让和/或移交的所有其他权利的转让和移交。

For a consideration of RMB 5,444,250.00 yuan, which shall be paid by the Assignee to the Assignor within thirty (30) days from the Effective Date, and other good and valuable consideration, Assignor hereby irrevocably assigns and transfers to Assignee, any and all of such right, title and interest in and to: the Patents, the Registrations, the Applications, and the Inventions; any divisions, continuations, and continuations-in-part of the Applications; any foreign applications of the Applications and any divisions, continuations, and continuations-in-part of the foreign applications; any other applications claiming priority rights from any of the Applications; any reissues, reexaminations, or extensions of the Patents and Registrations; any other patents and design registrations that may be granted for any of the Applications and the Inventions; the right to file foreign applications directly in the name of Assignee (in countries where such filings are permissible); the right to claim priority rights deriving from the Patents, the Registrations, and the Applications; and the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all acts of infringement or alleged infringement of the rights assigned and transferred by this Agreement, whether committed before or after the date of this Agreement (collectively, the "Rights"), whether now existing or hereafter arising; and the Assignee hereby accepts the above assignment and transfer of the Patents, Registrations, Applications, and Inventions, and all other rights assigned and/or transferred by this Agreement.

转让人保证其根据现有专利登记文档是权利的拥有者, 并且该权利没有任何抵押。同时, 转让人同意不签署任何有悖于本协议的书面文件, 不从事任何与本协议相冲突的行为。另外, 在无其

他补偿的情况下, 转让人同意为以下目的签署受让人认为必要或需要的所有文件并完成受让人认为必要或需要的其他事项: 完备受让人享有的权利; 准备并促使申请及其他有关申请或外观设计登记的授权; 配合参与有关于权利的法律程序, 包括任何专利侵权、无效和溯源程序; 完备或保护权利的所有权。转让人要求专利局或其他相应机关将从发明创造获得的任何专利或外观设计登记授权给受让人。

Assignor warrants that pursuant to the existing patent registration documents it is the owner of the Rights, and that the Rights are unencumbered. Assignor also agrees to not sign any writing or do any act conflicting with this Agreement, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; prepare and prosecute the Applications or any other applications for patents or design registrations; conduct proceedings regarding the Rights, including any litigation, invalidation or derivation proceedings; or perfect or defend title to the Rights. Assignor requests the Commissioner of Patents or any other office of similar authority to issue any patent or design registration that may be issued on the Inventions to Assignee.

因本协议发生的或与本协议相关的争议、或违反本协议约定的行为, 协议双方同意依照美国仲裁协会的届时有效的商业仲裁规则由美国仲裁协会进行仲裁。仲裁员所作的仲裁决定均可提交任何有管辖权的法院执行。

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to settle the dispute by arbitration administered by the American Arbitration Association under its then effective Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

本协议应当自最后签约方签署本协议之日(“生效日”)生效。为登记本协议之目的, 本协议的期限为一年, 以便协议各方在此期间处理向相关主管机构登记转让的事宜。处理向相关主管机构进行转让登记的所有费用由受让人承担。

This Agreement shall become effective on the date of execution of the last signatory to this Agreement (the “Effective Date”). For the purpose of recording this Agreement, the term of this Agreement is one year for handling the matter of assignment recordation with the relevant authorities within one year from the Effective Date. Assignee will bear all the costs for handling the matter of assignment recordation with the relevant authorities.

协议编号: 1600837-7

No.: 1600837-7

转让方和受让方在此确认, 各方将自行承担各自的税负。

The Assignor and Assignee confirm herein that each party shall be responsible for paying its own taxes.

本协议以英文和中文书写。如果英文版本和中文版本之间有不一致之处, 以英文版本为准。

This Agreement is written in English and Chinese. If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

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(签字页)
(Signature page)

转让人(ASSIGNOR):

上海世禄仪器有限公司

SHANGHAI SHILU INSTRUMENT CO., LTD.



签章(Signature)

Lin LI

打印体签名(Print Name)

Legal Representative

职务(Title)

June 24, 2016

日期 (Date)

受让人(Assignee):

FLUKE PRECISION MEASUREMENT LTD.

签章(Signature)

打印体签名(Print Name)

职务(Title)

日期 (Date)

(签字页)
(Signature page)

转让人(ASSIGNOR):

上海世禄仪器有限公司

SHANGHAI SHILU INSTRUMENT CO., LTD.

签章(Signature)

Lin LI

打印体签名(Print Name)

Legal Representative

职务(Title)

June 24, 2016

日期 (Date)

受让人(Assignee):

FLUKE PRECISION MEASUREMENT LTD.

签章(Signature)

[please fill the name of signatory] GRANT MACPHERSON

打印体签名(Print Name)

[please fill the title of the signatory] Director

职务(Title)

27/06/16

日期 (Date)

附件一:
Annex I:

	申请号 (Application Number)	申请名称 (Title)	申请国家/地区 (Country/area of Application)	申请日 (Filing Date)
1	201210377927.8	电池测试仪(Battery Tester)	中国(CHINA)	2012/09/29
2	201220512987.1	电池测试仪(Battery Tester)	中国(CHINA)	2012/09/29
3	13165180.4	Battery Tester	欧洲(EUROPE)	2013/04/24
4	1585/MUM/2013	Battery Tester	印度(India)	2013/05/02
5	2013-202326	Battery Tester	日本(Japan)	2013/09/27
6	13/927,005	Battery Tester	美国(U.S.A.)	2013/06/25
7	201330264090.1	数字万用表(3) (Digital Multimeters (3))	中国(CHINA)	2013/06/19
8	002301911-0011	Digital Multimeters	欧洲(EUROPE)	2013/09/03
9	002301911-0012	Digital Multimeters	欧洲(EUROPE)	2013/09/03
10	29/476,737	Digital Multimeters	美国(U.S.A.)	2013/12/16
11	29/520,582	Digital Multimeters	美国(U.S.A.)	2015/03/16
12	201430020906.0	电池测试表笔(ELECTRICAL TEST LEADS)	中国(CHINA)	2014/01/24
13	002507699-0003	ELECTRICAL TEST LEADS	欧洲(EUROPE)	2014/07/23
14	29/497,386	ELECTRICAL TEST LEADS	美国(U.S.A.)	2014/07/23
15	201430021279.2	交互式电池测试表笔(Interactive cell test meter pen)	中国(CHINA)	2014/01/24

协议编号: 1600837-7

No.: 1600837-7

	申请号 (Application Number)	申请名称 (Title)	申请国家/地区 (Country/area of Application)	申请日 (Filing Date)
16	002507699-001	Interactive Test Probe for Battery Tester	欧洲(EUROPE)	2014/07/23
17	002507699-002	Interactive Test Probe for Battery Tester	欧洲(EUROPE)	2014/07/23
18	29/497,388	Interactive Test Probe for Battery Tester	美国(U.S.A.)	2014/07/23