

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4159229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ENRAYTEK OPTOELECTRONICS CO., LTD.	09/26/2016
RECEIVING PARTY DATA	
Name:	HONG KONG BEIDA JADE BIRD DISPLAY LIMITED
Street Address:	UNIT 7605, 76/F THE CENTER 99 QUEEN'S RD
City:	CENTRAL
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13871793
Application Number:	11019223
Application Number:	14542881
Application Number:	14264738
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	0118/0223M
NAME OF SUBMITTER:	JOE MCKINNEY MUNCY
SIGNATURE:	/Joe McKinney Muncy/
DATE SIGNED:	11/28/2016
Total Attachments: 6	
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Patent Assignment Agreement

专利权转让合同

- WHEREAS, the assignor ENRAYTEK OPTOELECTRONICS CO., LTD., owns the patents/patent applications set out in the Schedule hereto (hereinafter referred to as "the Patents");

鉴于转让方映瑞光电科技(上海)有限公司拥有如附件清单所列的专利/专利申请(以下统称“专利”);

- WHEREAS, the assignee HONG KONG BEIDA JADE BIRD DISPLAY LIMITED, knows well of the Patents and wishes to obtain the Patents through the assignment.

鉴于受让方香港北大青鸟显示有限公司对专利的了解,希望获得专利所有权。

- WHEREAS, the assignor agrees to assign the Patents to the assignee;

鉴于转让方同意将其拥有的专利转让给受让方。

Both parties hereby agree as follows.

双方一致同意签订本合同。

Article 1 The Assignor Shall Assign Relevant Documents to the Assignee

第一条 转让方向受让方交付资料

1. The assignor shall assign all the patent application documents which were submitted to the Patent Authorities, including but not limited to the description, claims, abstract and drawings, petition, observation and power of attorney.

转让方应当交付向专利当局递交的全部专利申请文件,包括但不限于说明书、权利要求书、摘要及附图、请求书、意见陈述书以及代理委托书。

2. The assignor shall assign all the relevant documents received from the Patent Authorities, including but not limited to the acceptance notification, intermediate files, grant decision and patent certificate.

转让方应交付专利当局发出的所有文件,包括但不限于受理通知书,中间文件,授权决定

及专利证书。

3. If the assignor has authorized other parties to implement, the assignor shall assign the patent license contract, including contract attachment (which is related to the implementation of the patent technology, process and other documents).
如转让方已许可他人实施，则须交付专利实施许可合同书，包括合同书附件（即与实施该专利有关的技术，工艺等文件）。
4. Other documents both parties think that must assign.
其他双方认为须交付的文件。

Article 2 Time, Place and Method for Assigning the Documents

第二条 交付资料的时间、地点及方式

1. Time for assigning the documents

交付资料的时间

The assignor shall assign all the documents described in article 1 within 10 days after the execution of the Agreement.

转让方应在合同签署后 10 日内，向受让方交付合同第一条所述的全部资料。

2. Method and place for assigning the documents

交付资料的方式和地点

The assignor shall assign all the documents and lists to the assignee face to face.

转让方将上述全部资料及资料清单当面交给受让方。

The place for assigning all the documents is the location of the assignor.

全部资料的交付地点为转让方所在地。

Article 3 Patent Implementing and Licensing Situation and Disposal Options

第三条 专利实施和实施许可的情况及处置办法

1. If the assignor has implemented the Patents before signing the Agreement, the assignor can continue to implement the Patents after the execution of the Agreement.

在本合同签订前，如转让方已经实施该专利，则在本合同签订生效后，转让方可继续实施该专利。

2. If the assignor has licensed the Patents to other parties before signing the Agreement, the corresponding rights and obligations shall be assigned to the assignee after the execution of the Agreement.

在本合同签订前，如转让方已经许可他人实施该专利，其权利义务在本合同签订生效之日起，转移给受让方。

Article 4 Assignment Fee and Payment Method

第四条 转让费及支付方式

1. In consideration of 189,600.00 US Dollars (Assignment Fee), the assignor hereby agrees to assign to the assignee the right to own the aforesaid Patents, including filing patent applications all over the world and enjoying the priority based on the aforesaid Patents.

转让方以壹拾捌万玖仟陆佰美元 (USD189,600.00) (转让费)向乙方转让上述专利权，包括基于上述专利在世界各国申请专利和享有优先权。

2. The assignee shall pay the Assignment Fee in a lump sum to the assignor within 10 days after the execution of the Agreement.

受让方须于本合同签订生效之日起的 10 日内,将上述转让费一次性支付给转让方。

Article 5 Recordal of Assignment before the Patent Authorities

第五条 向专利当局登记转让合同

After receipt of the payment of the Assignment Fee, the assignor shall carry out and execute (if requested by the assignee) all necessary acts, deeds, documents and things, as may be required to effectively record the Patent Assignment Agreement before the Patent Authorities, so as to vest in the assignee to obtain the ownership of the aforesaid Patents, including but not limited to the documents required when filing patent applications all over the world based on the aforesaid Patents.

转让方在收到转让费后，应当履行全部所需的行为和/或提供全部证书、文件（如果乙方

要求),以便向专利当局登记该专利权转让合同,从而使乙方有效地获得和享有上述专利权,包括但不限于在世界各国基于该专利申请专利时所需的文件。

Article 6 Transitional Provisions

第六条 过渡条款

After the execution of the Agreement, the assignee shall be responsible for maintaining the validity of the patent, such as handling the annual fee, responding to the patent invalidation request and invalidation litigation and other matters.

在本合同签订生效后,受让方负责维持专利的有效性,如办理专利的年费和无效请求的答辩及无效诉讼的应诉等事宜。

Article 7 Breach of the Contract and Claims

第七条 违约及索赔

Where defaulting party shall bear the losses suffered by the other party for its mistakes, including direct losses and indirect losses, as well as all costs that the party pay for the damages and attorney fees.

违约方将承担对方因其过错而遭受的损失,包括直接损失与间接损失,以及该方为实现损害赔偿而支付的包括律师费在内的所有费用。

Article 8 Dispute Resolution

第八条 争议的解决办法

Any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Commission, Shanghai Sub-Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

任何因本协议引起,或与本协议有关的争议、争端或请求,则任何一方可以将争议提交中国国际经济贸易仲裁委员会上海分会,按照申请仲裁时该会实施的仲裁规则进行仲裁。仲裁裁决是终局的,对双方均有约束力。

Article 9 Others

第九条 其他

Any matters not covered by the Agreement shall be negotiated by both parties based on the spirit of friendly cooperation.

本合同未尽事宜，由转让方和受让方本着友好合作精神另行协商。

Article 10 The Entry into Force of the Agreement

第十条 合同的生效

The Agreement enters into force after the signatures or seals of both parties.

本合同自双方盖章或签字后即发生法律效力。

转让方 (Assignor): 映瑞光电科技(上海)有限公司

ENRAYTEK OPTOELECTRONICS CO., LTD.

转让方签字 (Signature): 李起鸣

姓名 (Name): 李起鸣

职务 (Title): CEO

日期 (Date): 26 September 2016

受让方 (Assignee): 香港北大青鸟显示有限公司

HONG KONG BEIDA JADE BIRD DISPLAY LIMITED

受让方签字 (Signature): 张磊

姓名 (Name): 张磊

职务 (Title): CEO

日期 (Date): 26 September 2016

For and on behalf of
Hong Kong Beida Jade Bird Display Limited
香港北大青鸟显示有限公司

Authorized Signature(s)

Schedule (附件清單):

序號 No.	專利申請號 Patent Application No.	發明專利名稱 Title	申請日 Application Date	授權公告日 Issue Date	授權公告號 Issue No.
1	US13/871,793	LED component by integrating epitaxial structure and package substrate together and method of manufacturing the same	2013/4/26	2014/12/23	US8916888
2	US11/019,223	Light source assembly having high-performance heat dissipation means	2004/12/23	2006/6/29	US7098486
3	US14/542,881	LED component by integrating epitaxial structure and package substrate together and method of manufacturing the same	2014/11/17	2015/10/27	US9171881
4	US14/264,738	Method of manufacturing LED component by integrating epitaxial structure and package substrate together	2014/4/29	2015/2/17	US8956901
5	TW102112647	一種結合磊晶結構與封裝基板為一體之整合式 LED 元件及其製作方法	2013/4/10	N/A	N/A
6	CN201310187738.9	外延結構與封裝基板為一體的整合式 LED 元件及製作方法	2013/5/20	N/A	N/A
7	DE102014206516.9	LED-Bauteil durch Integrieren einer Epitaxiestruktur und eines Verpackungssubstrats und Verfahren zur Herstellung desselben	2014/4/9	N/A	N/A