

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BASF CORPORATION	09/27/2017
RECEIVING PARTY DATA		
Name:	SHENZHEN CAPCHEM TECHNOLOGY CO., LTD.	
Street Address:	SHABOTONG FUYU INDUSTRIAL PARK, PINGSHAN DISTRICT	
City:	SHENZHEN MUNICIPALITY	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7682754
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	charles_ho@barron-young.com	
Correspondent Name:	B.Y.I.P., LTD	
Address Line 1:	P.O. BOX 1484 OF GENERAL POST OFFICE	
Address Line 4:	HONG KONG, HONG KONG	
ATTORNEY DOCKET NUMBER:	ZDIPA-1703-USPT	
NAME OF SUBMITTER:	CHARLES S. HO	
SIGNATURE:	/charles ho/	
DATE SIGNED:	10/27/2017	
Total Attachments: 16		
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Patent Assignment Agreement
专利转让协议

This **Patent Assignment Agreement** (the "Assignment Agreement") is entered into on September 27, 2017 (the "Execution Date") and shall become effective as provided herein by and between:

本专利转让协议（“转让协议”）由以下双方于2017年9月27日（“签字日”）签署并且应按本协议的规定生效：

- **BASF Corporation** ("BC"), a corporation of the United States of America duly incorporated in accordance with the laws of the state of Delaware, with its principle place of business at 100 Park Avenue, Florham Park, New Jersey 09723; and
巴斯夫公司（“BC”），一家依据美国Delaware法律设立的美国公司，其主要办事机构位于100 Park Avenue, Florham Park, New Jersey 09723；和
- **Shenzhen Capchem Technology Co., Ltd.** (the "Buyer"), a Chinese company incorporated in accordance with the relevant Chinese laws, with its registered address at Shabotong Fuyu Industrial Park, Pingshan District, Shenzhen Municipality.
深圳新宙邦科技股份有限公司（“买方”），一家依据中国法律设立的中国公司，其注册地址位于深圳市坪山区沙博同富裕工业区。

RECITALS

前言

WHEREAS, BASF Battery Materials (Suzhou) Co., Ltd. (the "Company") is a wholly foreign owned enterprise established by BASF Beteiligungsgesellschaft mbH, a German company incorporated in accordance with the relevant German laws, with its registered address at Carl-Bosch-Str. 38, 67056 Ludwigshafen /Rhine, Germany; and BASF (China) Co., Ltd., a Chinese company incorporated in accordance with the relevant Chinese laws, with its registered address at No. 300, Pudong District, Shanghai, PRC according to the Wholly Foreign Owned Enterprise Law of the P.R China, with its registered address at No. 15, Suhongdong Road, Suzhou Industrial Park, PRC; and

鉴于，巴斯夫电池材料（苏州）有限公司（“公司”）是一家由巴斯夫投资有限公司，一家根据德国法律成立的德国公司，其注册地址位于德国路德维希港莱茵河畔路 Carl-Bosch-Str. 38，邮编67056；和巴斯夫（中国）有限公司，一家根据中国法律成立的中国公司，其注册地址位于中国上海浦东江心沙路300号，根据中国外资企业法设立的外商独资企业，其注册地址为中国苏州工业园区苏虹东路15号。

WHEREAS, as part of contemplated transfer of shares as set forth in the Equity Transfer Agreement ("ETA") executed on May 15, 2017 by and among Buyer, BASF Beteiligungsgesellschaft mbH and BASF (China) Co., Ltd., BC shall assign and transfer effective at the time of closing to Buyer its total right and interest in the Patents, as well as all the rights, benefits, liabilities and responsibilities associated therewith, and the Buyer shall purchase and accept such assignment and transfer of the Patents (the "Assigned Patents").

鉴于，作为买方与巴斯夫投资有限公司和巴斯夫（中国）有限公司于2017年5月15日签署的股权转让协议中列明的被转让的业务的一部分，BC应将其在专利的全部权利

和利益，以及相关权利、权益、债务和义务一同转让给买方，该转让应当在交割完成时生效。买方应购买和接受所转让的专利（“转让的专利”）。

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and through the friendly negotiations, BC and Buyer hereby agree as follows:

现，因此，鉴于本转让协议序言和在本转让协议下所作的承诺和同意，BC和买方经友好协商达成如下一致协议：

ARTICLE 1: DEFINITIONS

第1条 定义

1.1 Definitions 定义

- (a) “Affiliates” shall mean, when used with respect to any specified person, a person or entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person. For the purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) means, with regard to any person or entity, the possession, directly or indirectly, of the power to direct the management and policies of that person or entity, whether through the ownership of at least 50 percent of voting securities, equity interests, by contract or otherwise.

“关联企业”就任何特定主体使用该词时，是指直接或间接地通过一个或多个中介，控制、或者受控于该特定自然人或主体、或者与该特定自然人或主体共同受控于他人的主体。在本定义中，“控制”（包括“受控制”和“共同受他人控制”），是指通过至少持有50%表决权的股份或股权，凭借合同或以其他方式直接或间接地享有指挥某一自然人或主体的管理和决策的权利。

- (b) “Closing Day” shall have the same meaning of the term defined in Article 5 of the ETA.

“交割日”指具有股权转让协议第5条中规定的术语同样的含义。

- (c) “Assigned Patents”, as referenced in the second Whereas clause hereinabove and used hereinbelow, shall mean and is specifically limited to those nineteen (19) patent families (including forty-five (45) world-wide patents and patent applications) listed on Appendix A attached hereto.

“转让的专利”，如在前述鉴于部分第二段中和之后将要提及的，应指附件A中具体列明的十九（19）个专利族（包括四十五（45）项全球专利和专利申请）。

- (d) “PRC” shall mean, for purposes of this Assignment Agreement, the People’s Republic of China excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“中国”在本转让协议中指中华人民共和国，但不包括香港特别行政区、澳门特别行政区和台湾。

ARTICLE 2: ASSIGNMENT OF PATENTS

第2条：专利转让

2.1 Assignment to Buyer. BC hereby assigns, transfers and delivers to Buyer, effective as of the Closing Day, its entire worldwide right, title and interest in and to

the Assigned Patents. The Assigned Patents are being assigned, transferred and delivered to Buyer AS IS, subject only to the representation and warranty set forth in Section 4 hereinbelow.

转让给买方。BC在此转让、转移和移交给买方，自交割日起，其转让的专利在全球范围内的权利、权益和利益。基于第4条所列明的陈述和保证，转让的专利将按现状被转让、转移和移交给买方。

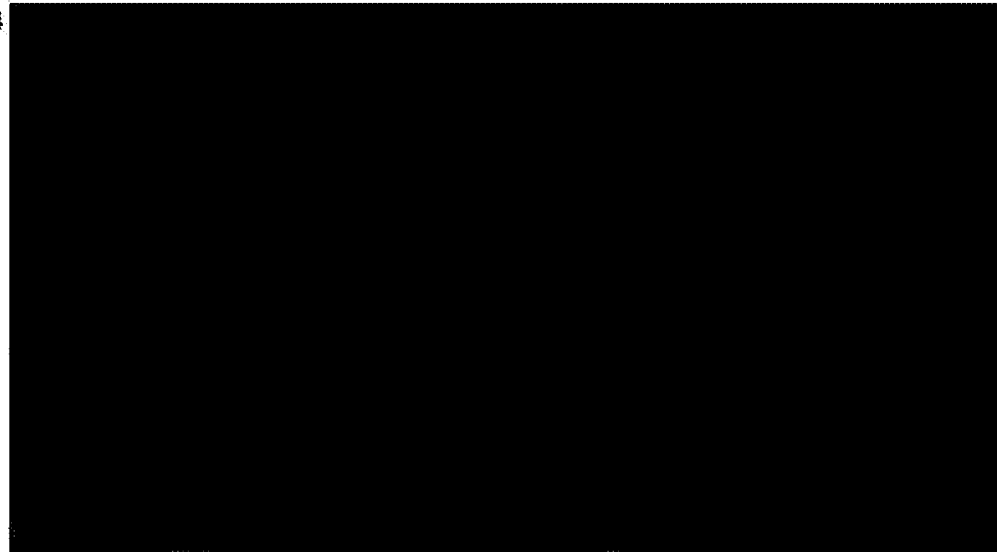
2.2 Acceptance of Assignment. Buyer hereby accepts BC's assignment, transfer and delivery, effective as of the Closing Day, of BC's entire right, title and interest in and to the Assigned Patents AS IS.

接受转让。买方在此接受BC之转让、转移和移交，自交割日起，按现状接受BC在转让的专利上的全部权利、权益和利益。

2.3 Good and Valid Title. BC represents and warrants that it has good and valid title to the Assigned Patents it is transferring.

优良和有效的权益。BC陈述及保证其所要转让的专利拥有优良的和有效的权益。

2.4



Buyer is responsible for all the necessary activities for the registration before relevant patent office on the assignment of the Assigned Patents. BC shall take all the reasonable and necessary action and provide all the reasonable and necessary documents and assignment certification to support Buyer register the assignment of the Assigned Patents within the designated date.

买方负责对“转让的专利”的转让在有关专利局进行转让登记的一切必要行动。BC应在合理必要的范围内，采取一切行为，并提供所有文件和转让证明，以在买方指定的日期对“转让的专利”进行转让备案。

Before the assignment, BC will provide to Buyer the following information related to Assigned Patents, include but not limited to: (i) the latest legal status of all Assigned Patents; (ii) application information (including but not limited to application date, applicant) of unpublished Assigned Patents, and information of whether there is non-provisional application corresponding to provisional application; (iii) all license, grant, litigation, pledge information of Assigned Patents. 在转让前，BC将向买方提供与“转让的专利”相关的如下信息，包括但不限于：(i)、所有“转让的专利”最新的法律状态信息；(ii)、所有“转让的专利”中，未公开专利的申请

信息（包括但不限于申请日、申请人），以及临时申请是否存在对应正式申请的信息；
(iii)、所有基于“转让的专利”的许可、授权、诉讼、质押信息。

Between the Effective Date and the assignment of the Assigned Patents to Buyer, BC will use reasonable commercial efforts to avoid loss of the Assigned Patents, including but not limited to timely payment of annuities, maintenance or similar fees, file non-provisional applications based on corresponding provisional applications within the priority period, enter national phases based on the PCT applications, and timely respond to outstanding office actions having a due date prior to closing.
在完成转让前，BC将尽最大努力避免“转让的专利”失效，包括但不限于按时支付年费、维持费或类似费用，在优先权期限内办理基于临时申请的正式申请，办理PCT申请进入国家阶段手续、答复审查意见。

Within seven (7) days after assignment of the Assigned Patents to Buyer, BC shall provide Buyer all related materials of Assigned Patents, including but not limited to (i) all license or authorization agreements or similar documents signed between BC or the person or company directly or indirectly controlled by BC and third parties regarding the Assigned Patents, all litigation document and pledge document (if any) related to Assigned Patents; (ii) the patent certificate or similar documents of granted Assigned Patents; (iii) the official notification including but not limited to office action, notification of deadline reminding, notification of payment or similar notification of Assigned Patents which are not granted yet; (iv) the representation or response documents to official notifications, and all other significant documents related to the prosecution, assignment and maintenance of the Assigned Patents which are still being prosecuted.

在完成转让之日起七（7）日内，BC将向买方提供所有与“转让的专利”相关的资料，包括但不限于：(i)、所有BC或任何直接或间接为BC所控制的人或“公司”与第三方签订的关于“转让的专利”的许可或授权协议或类似文件、所有与“转让的专利”相关的诉讼文件以及质押文件（如果有的情况下）；(ii)、“转让的专利”中，所有已获得授权的专利的证书或类似文件；(iii)、“转让的专利”中，所有尚未获得授权的专利的官方通知书，包括但不限于审查意见通知书、期限提醒通知书、缴费通知书或类似通知书；(iv)、“转让的专利”中，所有尚未获得授权的专利的针对官方通知书的陈述或答复文件以及与其审查流程、转让以及维护相关的所有其他重要文件。

2.5 Prosecution and Maintenance. Buyer, shall, as of the Closing Day, have the sole and exclusive right and obligation to further prosecute and maintain the Assigned Patents in all countries of the world. This right and obligation shall include the responsibility to pay any and all costs, fees and expenses incurred in connection with prosecution and maintenance of the Assigned Patents. If, at any time, Buyer elects, at its sole discretion, to suspend prosecution and allow a pending patent application to go abandoned or not to pay a maintenance or annuity fee in any country of the world, Buyer shall give sufficient notice to BC to enable BC to assume prosecution or pay the maintenance or annuity fee.

审查和维持。买方应自交割日起，拥有独占和排他的在全球范围对转让的专利进行审查和维持的权利和义务。该权利和义务包括对转让的专利相关的审查和维持支付任何和全部成本、费用和支出的义务。如在任何时候，买方依其意愿选择终止审查、放弃某项专利申请或不再在某个国家支付年金，买方应在足够的时间之前通知BC以使BC能够继续审查或支付维持费或年金。

2.6



ARTICLE 3. ASSIGNED VALUE

第三条转让价值

3.1 Assigned Value. Of the Purchase Price (as defined in the Equity Transfer Agreement), 


ARTICLE 4. REPRESENTATIONS AND WARRANTIES

第四条陈述和保证

4.1 Representations and Warranties of BC. BC hereby represents and warrants to the Buyer as follows:

陈述和保证。BC 兹向买方陈述并保证如下：

- (a) BC is a company duly incorporated and validly existing under the laws of the United States of America, the state of Delaware, and has the legal right and full power and authority to enter into and perform all actions required under this Assignment Agreement and any other documents to be executed by BC pursuant to or in connection with this Assignment Agreement, when executed, will constitute binding obligations on BC, in accordance with their respective terms.

BC是一家根据美利坚合众国，特拉华州的法律正式注册并有效存在的公司，并具有合法权利和充分的权利和权力，可以签署和执行本“转让协议”所规定的所有行动和任何其他与本转让协议有关的条款的规定，一经签署并使之有效，将对BC构成具有约束力的义务的文件。

- (b) All facts concerning this Assignment Agreement which might be material relative to the Assigned Patents have been disclosed to Buyer, and all such information which has been given by, or on behalf of BC to Buyer before and during the negotiations leading to this Assignment Agreement is, to the best knowledge of BC, true, complete and accurate.

向买方披露的或代表BC在谈判之前或之中披露的，与本转让协议中转让的专利实质相关的事实和信息，据BC所知，是真实的、完整的和准确的。

4.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to BC as follows:

买方陈述和保证。买方在此作如下陈述和保证：

- (a) Buyer is a company duly incorporated and validly existing under PRC Law and has the legal right and full power and authority to enter into and perform all

actions required under this Assignment Agreement and any other documents to be executed by Buyer pursuant to or in connection with this Assignment Agreement, when executed, will constitute binding obligations on Buyer, in accordance with their respective terms.

买方是一家根据中国法律设立并存续的公司，拥有签署和履行本转让协议和任何根据转让协议或者与转让协议相关，一旦签署将根据对应的条款对买方产生约束力的义务的其他文件。

- (b) The execution and delivery of, and the performance by Buyer of its obligations under this Assignment Agreement and any other documents to be executed by Buyer pursuant to or in connection with this Assignment Agreement will not result in a breach of any provision of the articles of association or any other constitutional document of Buyer.

转让协议和任何买方签署的与转让协议相关的其他文件的履行、交付和执行，不会违反买方公司章程和其他章程性文件。

- (c) Unless otherwise specifically provided under this Assignment Agreement or required by statutory law, Buyer agrees and acknowledges that BC gives no representations and/or warranties regarding the validity and/or enforceability of the Assigned Patents, that Buyer purchases and accepts the Assigned Patents on an "as-is" basis, and that BC shall not have any responsibility, obligation or liability whatsoever to Company (and/or its successor(s)).

除非本转让协议或法律明确规定，买方同意和确认BC对转让的专利有效性和/或可执行性没有给出任何陈述和/或保证。买方以“按现状”购买并接受转让的专利，BC对公司（和/或其继任者）不承担任何责任，义务或职责。

- (d) Buyer agrees and confirms that, as from the Closing Day, unless otherwise specified in this Assignment Agreement, Buyer and Company shall have no claims whatsoever against BC in connection with the validity, enforceability and/or scope of claims of the Assigned Patents.

买方同意并确认，自交割日起，除非本转让协议明确规定，买方和公司不会对转让的专利的有效性、可执行性和/或权利要求保护的范围提出任何诉求。

- (e) All material facts concerning this Assignment Agreement have been disclosed to BC, and all such information which has been given by, or on behalf of, Buyer to BC before and during the negotiations leading to the execution of this Assignment Agreement is, to the best knowledge of Buyer, true, complete and accurate in all respects.

基于本转让协议向BC披露的任何事实、给予的任何信息，或者代表买方在谈判之前或之中为签署本转让协议所披露的任何事实、信息，据买方所知，是真实的、完整的和准确的。

ARTICLE 5 CONFIDENTIALITY

第5条 保密

- 5.1 Confidentiality.** Each Party shall maintain the secrecy and confidentiality of, and not disclose to any third party or person (except its Affiliates for the purpose of execution and implementation of this Assignment Agreement), any proprietary, secret or confidential data and information (including the content of this Assignment Agreement) belonging to the other Party, or disclosed to a Party by the other Party at any time during or for the purpose of negotiation of this Assignment Agreement ("Confidential Information").

保密。各方应对对方所有的或者本转让协议期间或为了协议谈判的目的由一方向其他方披露的任何专有、秘密或保密数据和信息（包括本转让协议的内容）（统称“保密信息”）保守秘密，不得向任何第三方或人员披露，向各方的关联公司或为签署和执行本转让协议而进行的披露除外。

5.2 Use of Confidential Information. Neither Party shall use any Confidential Information of the other Party for any purpose other than those set out in this Assignment Agreement.

使用保密信息。任何一方均不得以本转让协议之外的目的使用另一方的保密信息。

5.3 Ten Year Obligation. Each Party shall abide by these obligations of confidentiality and non-use for consecutively ten (10) years commencing from the date of this Assignment Agreement.

十年的义务。各方应当在本转让协议生效日起的连续十（10）年的期间内遵守上述保密和不使用义务。

ARTICLE 6 EFFECTIVENESS AND TERMINATION

第6条 有效性和终止

6.1 Signing and Effectiveness. This Assignment Agreement shall become effective as of the date ("Effective Date") on which the following two conditions have been satisfied:

签署和生效。本转让协议自以下两个条件均满足之日（“生效日”）起生效：

(a) This Assignment Agreement has been signed and/or sealed by the authorized representatives of each Party; and

本转让协议已经各方授权代表签字和/或盖章；和

(b) The Closing of the transaction under the ETA has been achieved and the closing declaration has been signed and issued by the concerned parties in accordance with the ETA.

股权转让协议下的交易达成交割并且交割声明已由相关方根据股权转让协议规定签发。

6.2 Breach and Termination.

违约和终止

(a) In the event that a Party commits a material breach of this Assignment Agreement, such Party shall be liable to compensate the other Party for any losses, damages, costs, expenses, liabilities or claims that the other Party may suffer as a result of such breach.

若一方严重违反本转让协议的规定，该方应赔偿另一方因该等违约行为而可能遭受的任何损失、损害、成本、开支、责任或索赔。

(b) Termination of this Assignment Agreement for any cause shall not release a Party from any liability (whether for breach of contract or otherwise) which at the time of termination has already accrued to the other Party.

本转让协议因任何原因终止均不免除一方在协议终止时已产生的对另一方的任何责任（不论是违约责任或是其他责任）。

ARTICLE 7. GOVERNING LAW AND DISPUTE SETTLEMENT

第7条 适用法律和争议解决

7.1 Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the PRC excluding the provisions of its conflict of law rules.

适用法律。本转让协议受中国法律（排除冲突法）管辖并依中国法律解释。

7.2 Settlement of Disputes.

争议解决

(a) Any disputes arising from or in connection with this Assignment Agreement shall be settled through friendly consultations between the Parties.
对于因本转让协议引起或与本转让协议有关的任何争议，双方应友好协商解决。

(b) If the dispute cannot be settled through consultation, it shall be submitted to Shanghai International Arbitration Centre for arbitration by three (3) arbitrators in accordance with its Arbitration Rules in effect at the time of applying for arbitration. The hearing of the arbitration shall be taken place in Shanghai, PRC.

若争议不能通过协商解决，应将其递交上海国际仲裁中心，根据申请仲裁时有效的仲裁规则由三名仲裁员仲裁解决。仲裁庭审理地点应在中国上海。

(c) The arbitral award shall be final and binding on the Parties. The costs of arbitration and the costs of enforcing the arbitral award, including attorney's fees, shall be borne by the losing Party, unless otherwise determined by the arbitral award.

仲裁裁决应为终局的，对双方具有约束力。除非仲裁裁决另有约定，仲裁的费用、强制执行仲裁裁决的费用，包括律师费，应由败诉一方承担。

ARTICLE 8 MISCELLANEOUS

第8条 其他规定

8.1 Public Announcement.

公告

(a) Save as required by applicable law, the lawful request of a governmental body with jurisdiction over the relevant Party, no Party may make any public announcement or disclosure to the media or otherwise in any other manner in respect of the matters in connection with this Assignment Agreement or the transactions contemplated in this Assignment Agreement without the prior written consent of the other Party.

除适用的法律、对有关一方有管辖权的政府机构要求外，未经另一方事先书面同意，任何一方不得就与本转让协议或本转让协议所述交易有关的任何事项向媒体或以任何其他方式进行任何公告或披露。

(b) Where a Party is required by applicable law, the lawful request of a governmental body with jurisdiction over the Party, to make any public announcement or disclosure in respect of the matters in connection with this Assignment Agreement or the transactions contemplated in this Assignment

Agreement, the Party shall, to the extent reasonably practicable, consult with the other Party before it makes any such public announcement or disclosure.

如适用的法律、对有关一方有管辖权的政府机构要求该方公告或披露与本转让协议所述交易有关的任何事项，则在合理可行的范围内，该方应在进行上述公告或披露之前与另一方进行协商。

- (c) If this Assignment Agreement terminates, the obligations of the Parties in relation to public announcement under this Article shall survive the termination of this Assignment Agreement.

如本转让协议终止，本第8.1条项下双方与公告有关的义务应在本转让协议终止后持续有效。

- 8.2 Further Assurances.** A Party shall at any time upon the request of the other Party execute or procure the execution of such documents and do or procure the doing of such acts and things as may be necessary to give full effect to all provisions of this Assignment Agreement.

进一步保证。经一方请求，另一方应随时签署或确保签署为使本转让协议条款具有完全效力而必须签署的文件，并进行或确保进行使本转让协议条款具有完全效力而必须进行的行动和事项。

- 8.3 Entire Agreement.** This Assignment Agreement shall constitute an integral part of the ETA. This Assignment Agreement shall prevail if there is any discrepancy between this Assignment Agreement and the ETA; any issues not covered by this Assignment Agreement shall be subject to the provisions of the ETA; any issues not covered by both this Assignment Agreement and the ETA shall be subject to the communication and negotiations by the concerned parties separately.

完整协议。本转让协议构成股权转让协议不可或缺的一部分。若本转让协议与股权转让协议的约定不一致的，则以本转让协议约定为准；本转让协议未约定事项则以股权转让协议的约定为准；本转让协议和股权转让协议均未约定事项则由相关方另行协商确定。

- 8.4 Severability.** The illegality or invalidity of any provision of this Assignment Agreement shall not affect the validity of any other provisions of this Agreement.

可分割性。本转让协议任何条款的不合法或无效，不应影响本转让协议任何其他条款的有效性。

- 8.5 Amendments to this Agreement.** No amendment of any provision of this Assignment Agreement shall be valid or binding on the Parties unless made in writing and duly executed by the Parties.

本协议的修改。对本转让协议任何条款的修改，只有以书面形式作出并已由双方适当签署为有效并对双方有约束力。

- 8.6 Assignment.** Save as expressly provided in this Assignment Agreement, no Party may assign its rights and/or obligations under this Assignment Agreement without the prior written consent of the other Party.

转让。除本转让协议中明确规定外，未经另一方事先书面同意，任何一方均不得转让其在本转让协议项下的权利和/或义务。

- 8.7 Cost and Tax.**

费用和税费

- (a) Save as otherwise provided in this Assignment Agreement, each Party shall bear its own legal and other professional costs in relation to the preparation, negotiation of and entry into this Assignment Agreement.
除本转让协议另有规定外,每一方应各自承担为准备、谈判和签订本转让协议而发生的法律及其他专业费用。
- (b) In accordance with the applicable double taxation treaty, each Party shall bear and pay its legally owed taxes and other dues levied by the government of each country, any of its agencies, or any local authorities in connection with and in the performance of this Assignment Agreement.
各方应各自承担各国政府、其代理机构或地方政府根据各国税法或适用的双边条约就本转让协议的履行向其征收的一切与本转让协议有关的税费和其他费用。
- (c) Any sales, use, goods and services, value added or similar taxes incurred in connection with this AGREEMENT and the transactions contemplated hereby is excluded from the Purchase Price and will be borne by Purchaser. In case any transfer, sales, use, value added, purchase, registration or other similar tax or fees are applicable, the invoice must explicitly and separately state the amount of VAT, the other taxes and/or fees. With the exception of above taxes, BUYER and SELLER shall bear and pay its legally owed taxes and other dues levied by the government of different countries in accordance with the applicable double taxation treaty, any of its agencies, or any local authorities in connection with and in the performance of this AGREEMENT.
和本协议以及转让专利相关的流转税、增值税或其他类似税费并不包括在上述购买价格中,其需由买方另行承担。若有适用的增值税或其他类似税费,应具体并分别在发票中列明该增值税、税和/或费用。除上述税费外,卖方和买方应各自承担各国政府、其代理机构或地方政府根据各国税法或适用的双边条约就本协议的履行向其征收的一切与本协议有关的税费和其他费用。
- (d) If withholding tax applied, the Parties further agree that the Seller shall file and settle by itself the withholding taxes levied or to be levied on the Purchase Price with the competent tax authorities, and provide the official tax settlement receipt to the Buyer as the proof of the Seller's full payment of the withholding taxes due and payable under this Agreement. The Buyer shall coordinate with and support the Seller in the process of settlement of any and all withholding taxes due and payable under this Agreement. However, upon the request of the local authority, if the Buyer needs to settle the withholding taxes on behalf of the Seller, the Buyer shall confirm with the Seller before settlement. In that case, the net payment should be the net amount of consideration after deducting the corresponding withholding taxes.
若专利转让适用预提税,各方进一步同意,卖方自行向相关税务机关申报和缴纳转让价格所需或将需缴纳的预提税,并向买方提供正式完税证明,以作为卖方履行本协议下应缴纳的预提税完税证明。买方应在卖方缴纳本协议下应缴纳的任何和所有的预提税过程中提供协调和支持。但是,基于当地主管税务机关的要求,如果买方需代卖方扣缴并支付预提所得税,买方应经卖方同意确认后,进行扣缴支付。在此情形下,净付款应为对价扣除相关预提所得税后的净额。

8.8 Notices.

通知

- (a) All notices and communications between the Parties shall be in writing and shall be written in Chinese and/or English and shall be delivered by hand, courier or facsimile to the following addresses:

双方之间的一切通知和通信均应以书面形式作出并以中文和/或英文书写，以专人递送、快递或传真方式送往以下地址：

- To BASF Corporation
100 Park Avenue
Florham Park, New Jersey 09732
Attention: Dr. Jeffrey Lou
致BC：巴斯夫公司
新泽西Florham Park Park大街100号，邮编09732
楼剑锋博士（收）
- To the Buyer: Shenzhen Capchem Technology Co., Ltd.
致买方：深圳新宙邦科技股份有限公司
Shabotong Fuyu Industrial Park, Pingshan District, Shenzhen Municipality
深圳市坪山区沙博同富裕工业区
Attention: Mr. Qin Jiusan
覃九三先生（收）

- (b) Notices shall be deemed to have been delivered at the following times:

通知应被视为在下列时间送达：

- If by hand, on reaching the designated address subject to proof of delivery;
由专人递送的，视为在专人送交之日有效送达，但须有交付证明：
- If by courier, the fifth Business Day after the date of dispatch; and
由快递递送的，投寄日后第5个营业日视为有效送达；及
- If by facsimile, upon generation of a confirmation of successful transmission report by the sender's fax machine indicating completed uninterrupted transmission.
由传真传送的，在发件人传真机打印成功发送确认报告，表明已完成不间断发送时视为有效送达。

- (c) Each Party may change its particulars for receipt of notices at any time by notice given to the other Parties in accordance with this Article.

任何一方均可在任何时候根据本第8.8条规定通知另一方，变更其接收通知的联系方式。

8.9 Waiver. Any Party's failure to exercise or delay in exercising any right, power or privilege under this Assignment Agreement shall not constitute as a waiver thereof, and any single or partial exercise of any right, power or privilege shall not preclude the exercise of any other right, power or privilege.

放弃。一方未行使或延迟行使本转让协议项下的任何权利、权力或特权不应构成弃权，并且个别或部分行使任何权利、权力或特权也不应排除其行使任何其他权利、权力或特权。

8.10 Force Majeure

不可抗力

- (a) All cases of force majeure (that is, events beyond the reasonable control of the Party affected) which shall include but not be restricted to fire, flood, earthquake, explosion, riot, strike, lockout, war and regulations of any governmental or local authority, shall, for the duration of, and to the extent of the effects caused by such disturbances, release the Parties from the performance of their contractual obligations. Either Party shall notify the other Party in writing immediately if there are any indications of any such incidents occurring known to them, and the two Parties shall discuss the effects of such incidents on this Assignment Agreement and the measures to be taken.

所有不可抗力事件（即不为受影响的一方合理控制的事件），包括但不限于火灾、洪水、地震、爆炸、暴乱、罢工、停工、战争和任何政府或地方当局的规定，应使双方在不可抗力事件影响的期间和范围内免于履行合同的义务。受不可抗力影响的一方应当在知道发生不可抗力事件后立即书面通知另一方，双方应当就不可抗力事件对本转让协议的影响和应当采取的措施进行讨论。

- (b) Either Party shall use its best efforts to reasonably avoid or restrict any detrimental effects. The Parties shall, as soon as it is reasonably possible, resume performance of their obligations.

每一方都应当尽最大努力合理避免或限制不可抗力事件造成的有害后果。双方应当在合理可行时尽快恢复协议义务的履行。

8.11 Language. This Assignment Agreement is executed in Chinese and English bilingual language versions respectively in four (4) originals. If there is any discrepancy between the English version and the Chinese version, the English version shall prevail. Each party shall hold one (1) copy. The remaining two (2) copies shall be submitted to competent authorities for record-filing and registration use.

语言。本转让协议由中英文双语书就，两种语言文本原件各四（4）份。若英文版本和中文版本有不一致的，则以英文版本为准。各方各执中英文本的协议原件一（1）份，剩余两（2）份应当提交给主管机关供备案和登记所用。

IN WITNESS WHEREOF, this Assignment Agreement is duly entered into by the duly authorised representatives of the Parties on the Execution Date stated on the first page of this Assignment Agreement.

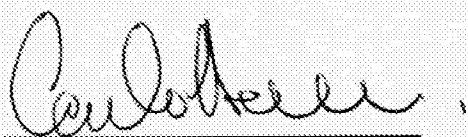
有鉴于此，本转让协议由双方正式授权代表于本转让协议首页所述签字日期签署。

Appendix A: List of Patents and Patent Applications

附件A：专利和专利申请清单

[Signature page to Patent Assignment Agreement, no text]
[专利转让协议签字页，无正文]

BASF CORPORATION
巴斯夫公司

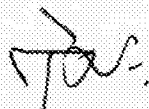


Name姓名: Carlo Bracco

Title职务: Director, M&A Catalyst Division

[Signature page to Patent Assignment Agreement, no text]
[专利转让协议签字页，无正文]

SHENZHEN CAPCHEM TECHNOLOGY CO., LTD.
深圳新宙邦科技股份有限公司



Name姓名: Qin Jiusan 覃九三

Title职务: Legal Representative & Chairman 法定代表人和董事长

Appendix A: List of Patents and Patent Applications

附件A: 专利和专利申请清单

ID	Patent Ref	Priority Date	App No.	Publication No.	Patent No.	App Title	
1	9112446	900678455000	2013-06-25	PC1030201890030	WO2014030471	NON-AQUEOUS TYPE POLYMER TYPE LITHIUM ION BATTERIES	
2	9113602	900678455000	2013-06-25	14911000	US2015011549 A1	Gas Electrode and Lithium Ion Battery Employing the Gas Electrode	
3	9113623	900678455000	2013-06-25	14911000	US2015011549 A1	Gas Polymer Electrode and Lithium Ion Batteries Employing the Gas Polymer Electrode	
4	9113638	900678455000	2013-11-12	20130191217	CN104081954 A	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising Same	
5		900678455000	2013-11-12	14911000	EP2517967 A4	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising Same	
6		900678455000	2013-11-12	2015041701	JP201504254 A	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising Same	
7		900678455000	2013-11-12	14911000	EP2517967 A4	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising Same	
8	9113638	900678455000	2013-11-12	20140062746	CN104081954 A	Use of Lithium bis(fluorophosphoryl) ether (LiPF6) in non-aqueous electrolyte solutions for use with 4.2V and higher cathode materials for Lithium ion Batteries	
9		900678455000	2013-11-12	14911000	EP2517967 A4	Use of Lithium bis(fluorophosphoryl) ether (LiPF6) in non-aqueous electrolyte solutions for use with 4.2V and higher cathode materials for Lithium ion Batteries	
10		900678455000	2013-11-12	14911000	EP2517967 A4	Use of Lithium bis(fluorophosphoryl) ether (LiPF6) in non-aqueous electrolyte solutions for use with 4.2V and higher cathode materials for Lithium ion Batteries	
11		900678455000	2013-11-12	14911000	EP2517967 A4	Use of Lithium bis(fluorophosphoryl) ether (LiPF6) in non-aqueous electrolyte solutions for use with 4.2V and higher cathode materials for Lithium ion Batteries	
12		900678455000	2013-11-12	14911000	EP2517967 A4	Use of Lithium bis(fluorophosphoryl) ether (LiPF6) in non-aqueous electrolyte solutions for use with 4.2V and higher cathode materials for Lithium ion Batteries	
13	9114090	900678455000	2014-02-17	15030000		Electrode Compositions For Rechargeable Lithium Ion Batteries	
14	9114090	900678455000	2014-02-24	15030100		Lithium Ion Batteries and Preparation Method Thereof	
15	9114211	900678455000	2014-07-23	15030000		Electrodes for Lithium Transition Metal Phosphate Batteries	
16	9114248	900678455000	2014-04-11	20140032773		Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising The Same	
17		900678455000	2014-04-11	14911000	EP2517967 A4	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising The Same	
18		900678455000	2014-04-11	14911000	EP2517967 A4	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising The Same	
19		900678455000	2014-04-11	14911000	EP2517967 A4	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising The Same	
20		900678455000	2014-04-11	14911000	EP2517967 A4	Non-Aqueous Electrolyte Solutions And Electrochemical Cells Comprising The Same	
21	9114248	900678455000	2014-04-11	15030000		Electrode Compositions for Rechargeable Devices	

22	5114893	0000073913091	2009-03-22	11-387132		US7638243	Stabilized Nonaqueous Electrolytes for Rechargeable Batteries	
23	5114898	0000073915086	2009-03-26	11-138987		US7727989	Thiazine Compounds for Removing Acids and Water from Nonaqueous Electrolytes for Electrochemical Cells	
24		0000073915083	2009-03-26	12-793162		US7901284	Thiazine Compounds for Removing Acids and Water from Nonaqueous Electrolytes for Electrochemical Cells	
25	5114901	0000074416000	2011-01-27	15-130225	US20110301305		Non-Aqueous Electrolyte Solutions and Electrochemical Cells Comprising the Same	
26	5114913	0000073912040	2007-07-30	09-96665		CA2662022 C	Non-Aqueous Electrolytic Solutions and Electrochemical Cells Comprising the Same	
27		0000073912040	2007-07-30	10-516169		JP2007169 B2	Non-Aqueous Electrolytic Solutions and Electrochemical Cells Comprising the Same	
28		0000073912040	2007-07-30	10-7093284		KR101548385 B1	Non-Aqueous Electrolytic Solutions and Electrochemical Cells Comprising the Same	
29		0000073912040	2007-07-30	11-775980		US871980 B8	Non-Aqueous Electrolytic Solutions and Electrochemical Cells Comprising the Same	
30		0000073912040	2007-07-30	13-703023		US8754823 B8	Non-Aqueous Electrolytic Solutions and Electrochemical Cells Comprising the Same	
31	5114918	0000073906010	2013-04-30	20131019284 2	CN103027117 A		Gel Electrolyte Preparing Method Thereof, Gel Electrolyte Battery and Preparing Method Thereof	
32		0000073906010	2013-04-30	20130019304 3	CN10302937 A		Gel Electrolyte Preparing Method Thereof, Gel Electrolyte Battery and Preparing Method Thereof	
33		0000073906010	2013-04-30	11771471 7	EP2692845 A1		Gel Electrolyte Preparing Method Thereof, Gel Electrolyte Battery and Preparing Method Thereof	
34		0000073906010	2013-04-30	13-905384		JP2013026 B2	Gel Electrolyte Preparing Method Thereof, Gel Electrolyte Battery and Preparing Method Thereof	
35		0000073906010	2013-04-30	12-7030219	NR20130119841 A		Gel Electrolyte Preparing Method Thereof, Gel Electrolyte Battery and Preparing Method Thereof	
36		0000073906010	2013-04-30	13-541705	US2014051980 A2		Gel Electrolyte Preparing Method Thereof, Gel Electrolyte Battery and Preparing Method Thereof	
37	5114918	0000073910083	2013-04-30	15-149011		US2015011820 B1	Non-Aqueous Electrolytic Solutions	
38		0000073910083	2013-04-30	15-149011 1		US2015011820 B1	Non-Aqueous Electrolytic Solutions	
39		0000073910083	2013-04-30	15-149011 2		US2015011820 B1	Non-Aqueous Electrolytic Solutions	
40		0000073910083	2013-04-30	15-149011 3		US2015011820 B1	Non-Aqueous Electrolytic Solutions	
41	5114918	0000073910083	2013-04-30	201210061680 0	CN102167014 B		Acidic for High Voltage Electrode of Lithium Ion Battery and Electrolyte Comprising Same	
42	5115128	0000073916080	2009-03-26	11-138768		US7682754	Non-Aqueous Electrolytic Solution for Electrochemical Cells	
43		0000073916080	2009-03-26	11-138905		US8279484	Non-Aqueous Electrolytic Solution for Electrochemical Cells	
44		0000073916080	2009-03-26	12-983642		US8999404	Non-Aqueous Electrolytic Solution for Electrochemical Cells	
45	5115128	0000073911010	2009-04-29	200909013840 5	CN100982813 C		Non-Aqueous Electrolytic Solution with Mixed Salts	
46		0000073911010	2009-04-29	11-138808		US7238483	Non-Aqueous Electrolytic Solution with Mixed Salts	
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