

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4726907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRU WOODS LIMITED	12/01/2017
RECEIVING PARTY DATA	
Name:	ZHANGJIAGANG ELEGANT HOME-TECH CO., LTD
Street Address:	HEXING STREET, JINFENG TOWN, ZHANGJIAGANG JIANGSU, CHINA, 215626
City:	ZHANGJIAGANG
State/Country:	CHINA
Postal Code:	215626
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7155871
Patent Number:	7322159
Patent Number:	7458191
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>	
Phone:	00353212409246
Email:	gdriscoll@halsteadintl.com
Correspondent Name:	GAVIN DRISCOLL
Address Line 1:	28-32 UPPER PEMBROKE STREET
Address Line 4:	DUBLIN 2, IRELAND
ATTORNEY DOCKET NUMBER:	GRIP STRIP XF
NAME OF SUBMITTER:	GAVIN DRISCOLL
SIGNATURE:	/Gavin Driscoll/
DATE SIGNED:	12/11/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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专利权转让协议

本协议由以下双方于 2017 年 12 月 1 日签署：

甲方：张家港爱丽家居科技股份有限公司，系一家依据中国法律设立并有效存续的股份有限公司，住所为中国张家港，法定代表人为宋正兴；（以下简称“受让方”）

乙方：Tru Woods Limited 系一家依据香港法律设立并有效存续的公司，注册地址为香港中环安庆台 1-9 号安庆大厦十六楼 C 室，授权代表人黎逸鸿。（以下简称“转让方”）

以上转让方和受让方单称为“一方”，合称为“双方”。

鉴于：

1. 转让方是专利号为 (1) 7155871；(2) 7322159 和 (3) 7458191，专利名称为 Floor Plank 和 Floor Tile 的专利（以下简称“标的专利”）的所有人；
2. 受让方希望从转让方获得标的专利的所有权利、所有权和利益，且转让方愿意将该等权利、所有权和利益转让给受让方。
经友好协商，双方就专利转让事宜达成如下协议：

第一条 专利权转让

1.1 根据本协议约定的条款和条件，转让方同意将标的专利下述各项的所有权利、所有权和利益（统称为“专利权”）出售、转让和转移给受让方：

- (1) 标的专利；
- (2) 前述第 (1) 项所述的任何及所有专利申请、专利及其它可注册权利的任何分案申请、继续申请、部分继续申请、再颁专利、复审专利或延展专利；
- (3) 任何基于标的专利要求优先权的权利；以及
- (4) 赋予标的专利申请人或所有人的任何和所有其他权利及权力，包括但不限于就以往侵权提出诉讼及就该等诉讼保留任何取得的赔偿的权利。

1.2 标的专利基本信息

1.2.1 专利（专利申请）号：7155871

专利（专利申请）名称：Floor Plank
发明人：Stone; Norman (Harrison, NY), Zhengxing; Song (Zhangjiagang, CN)
专利权人：Tru Woods Limited (HK)
专利（专利申请）国别：美国
申请日：2005 年 12 月 29 日

1.2.2 专利（专利申请）号：7322159

专利（专利申请）名称：Floor Plank
发明人：Stone; Norman (Harrison, NY), Zhengxing; Song (Zhangjiagang, CN)
专利权人：Tru Woods Limited (HK)
专利（专利申请）国别：美国
申请日：2006 年 10 月 11 日

1.2.3 专利（专利申请）号：7458191

专利（专利申请）名称：Floor Tile
发明人：Stone; Norman (Harrison, NY),

Patent Transfer Agreement

This Patent Transfer Agreement (the “Agreement”) is entered into as of December 1, 2017 by and between:

Party A: Zhangjiagang Elegant Home-Tech Co., Ltd., a company of limited liability duly incorporated and validly existing under the laws of People’s Republic of China (“PRC”), whose registered address is Zhangjiagang, China, and whose legal representative is Song Zhengxing (the “Transferee”);

Party B: Tru Woods Limited, a company of limited liability duly incorporated and validly existing under the laws of Hong Kong, whose registered address is Suite C, 16th Floor, On Hing Building, 1-9 On Hing Terrace, Central, Hong Kong, and whose authorised representative is Edmund Lai (the “Transferor”).

Either of the Transferor and the Transferee is a “Party”, and both the “Parties”.

Whereas:

1. The Transferor is the owner of the patents named Floor Plank and Floor Tile with the patent numbers (1)7155871, (2)7322159 and 7,458,191 (the United States) (the “Patent”);
2. The Transferee intends to procure from the Transferor, and the Transferor intends to transfer to the Transferee, all rights, titles and interests of the Patent (the “Transfer”).

After friendly consultations, the Parties agree as follows:

Article One The Transfer of Patent Rights

1.1 The Transferor hereby agrees, in accordance with the terms and conditions herein, to sell, transfer and assign to the Transferee all rights, titles and interests under the Patent (the “Patent Rights”) in relation to:

- (1) the Patent;
- (2) any and all patent applications and any divisional application, continuation application, continuation-in-part application, reissue patent, appeal of patent claim rejections and patent renewal in relation to the Patent or other registrable rights related thereto.
- (3) any claim of priority based on the Patent; and
- (4) any and all other rights and powers granted to any applicant or owner of the Patent, including but not limited to the right to lodge litigation regarding any previous infringement and right to claim any compensation arising therefrom.

1.2 Basic Information of the Patent

1.2.1 Patent (application) number: 7155871

Patent (application) name: Floor Plank
Inventor: Stone; Norman (Harrison, NY), Zhengxing; Song (Zhangjiagang, CN)
Patent holder: Tru Woods Limited (HK)
Country of the Patent (application): The United States
Application date: December 29, 2005

1.2.2 Patent (application) number: 7322159

Patent (application) name: Floor Plank
Inventor: Stone; Norman (Harrison, NY), Zhengxing; Song (Zhangjiagang, CN)
Patent holder: Tru Woods Limited (HK)
Country of the Patent (application): The United States
Application date: October 11, 2006

专利权人：Tru Woods Limited (HK)
专利（专利申请）国别：美国
申请日：2006年11月9日

第二条 标的专利实施状况

转让方自行实施标的专利的情况（时间、范围、方式）：无。

转让方许可他人实施标的专利的情况（时间、范围、方式）：无。

受让方应当在本协议生效后，保证原专利实施许可合同的履行，并接受标的专利实施许可合同中让与方的权利与义务；转让方保证已经将标的专利权的转让告知原实施许可合同的当事人。

第三条 交付

本协议签署之日起10日内，转让方应向受让方交付：

3.1 与标的专利有关的所有文件，包括该等向有关专利局提交的文件（包括说明书、权利要求书、附图、摘要及摘要附图、请求书）和所有申请受理通知书原件、专利证书，及任何其他官方文件及书信；及

3.2 与标的专利相关的所有的图表、技术研究、计划、技术、数据、原型、过程和其他与专利或实施相关的技术信息。

第四条 专利权人变更

双方同意，在任何适用法律有要求的情况下，由受让方负责在本协议签署后的三个月内办理将所述专利权从转让方转让给受让方的登记手续（包括提交备案申请）并承担该登记手续的所有费用。受让方应在登记手续完成后及时通知转让方。尽管如此，转让方同意作出所有行动，提供一切协助及签署或提供所有必要或理想或受让方要求的文件，以使标的专利权转让生效和完成。

第五条 费用及支付方式

双方确认并同意标的专利转让费用为100美元。专利转让费用应在协议签订日/协议生效日/美国专利商标局公告之日后的六十(60)个工作日内通过电汇方式支付给转让方银行账户。

转让方银行账户信息如下：

开户行：香港恒生银行

账户号码：395-012131-201

第六条 保证

转让方保证：

6.1 转让方为标的专利的唯一合法受益人以及所有人，并且是登记册上的申请人或所有人；

6.2 就标的专利而言已经支付所有申请费、注册费和专利年费；

6.3 除第三条列示外，其没有向任何第三方转让或

1.2.3 Patent (application) number: 7458191

Patent (application) name: Floor Tile

Inventor: Stone, Norman (Harrison, NY),

Patent holder: Tru Woods Limited (HK)

Country of the Patent (application): The United States

Application date: November 9, 2006

Article Two The Exploitation of the Patent

Exploitation of the Patent by the Transferor (term, scope and means of such exploitation): None.

Exploitation of the Patent by others with the authorization of the Transferor (term, scope and means of such exploitation): None.

After the date hereof, the Transferee shall refrain from affecting the performance of any existing patent licensing agreement, and acknowledge rights and responsibilities on the part of the Transferor stipulated therein; the Transferor undertakes that it has informed any other party under any existing patent licensing agreement of the Transfer.

Article Three Delivery

Within 10 days following the final registration by the United States Patent and Trademark Office of Transferor's title, the Transferor shall deliver to the Transferee:

3.1 all documents related to the Patent, including all such documents submitted to the competent patent authority (including patent specifications, claims, drawings, abridgements, and main patent drawings), all original patent filing receipts and patent certificates, and all other official documents and communications in relation to the foregoing; and

3.2 all diagrams, research, plans, technologies, data, prototypes, and processes concerning the Patent, and other technological information related to the Patent or the exploitation thereof.

Article Four Change of the Patent Owner

Both Parties agree, as required by applicable laws, the Transferee shall be responsible for completing the registration formalities (including applying for record-filing) in relation to the Transfer within 3 months following the execution hereof and bear all costs arising therefrom. The Transferee shall promptly notify the Transferor after it completes the foregoing registration formalities. Notwithstanding the foregoing, the Transferor agrees to take all such actions, provide all such assistance and sign or furnish all such documents as necessary, desirable or required by the Transferee to effect and close the Transfer.

Article Five Fee and Method of Payment

Both Parties acknowledge and agree the price for the Transfer shall be USD 100 ("Transfer Price").

The Transfer Price shall be paid to the bank account of the Transferor via wire transfer on the execution date hereof/on the effective date hereof/within sixty (60) days following the announcement made by the United States Patent and Trademark Office.

The bank account information of the Transferor is as follows:

Bank: Hang Seng Bank, Hong Kong

Account number: 395-012131-201

Article Six Undertakings

The Transferor undertakes that:

6.1 The Transferor is the sole legal beneficiary and owner of the Patent, and is the applicant or owner as described in the patent rolls;

6.2 All application fees, registration fees and patent maintenance fees in relation to the Patent have been paid up;

许可标的专利的任何权利；

6.4 标的专利没有被设定任何担保权益、期权、抵押或留置权；

6.5 就其知悉范围而言，标的专利不存在任何侵权或可能侵权或者有任何方对该专利有效性存在任何质疑或可能质疑，或者存在可能使该专利无效或遭受强制许可的或妨碍申请继续专利授权的任何事项；

6.6 就其知悉范围而言，标的专利的利用将不会侵犯任何第三方的权利；及

6.7 关于标的专利此前的所有转让均为有效并且已在相应期限内获得登记。

第七条 侵权处理

在本协议生效后，如有第三方指控受让方实施的专利技术侵权，转让方应当积极协助受让方进行抗辩。

第八条 保密

转让方依照本协议第四条约定向受让方交付的所有与标的专利相关的文件视为保密信息。转让方同意，自本协议生效之日起，转让方及其雇员对标的专利相关的保密信息负有保密义务，不得向任意第三方泄露。

第九条 完整协议

本协议构成双方之间的完整协议，并取代双方之间就标的专利相关的所有在先协议。

双方确认：在签订本协议时，其未依赖本协议明确约定之外的任何声明、陈述、担保或保证(无论是否疏忽或无意作出)，对该等声明、陈述、担保或保证亦不享有任何权利或救济。

本条款不会限制或排除任何因欺诈产生的责任。

第十条 争议解决

双方在履行本协议过程中发生争议的，可以按本协议条款的目的友好协商。

双方不愿协商或协商不成的，可以通过诉讼解决争议，但只能向中华人民共和国有管辖权的人民法院提起诉讼，关于该争议的实体法和程序法均适用中华人民共和国法律。

第十一条 语言

本协议以中文和英文语言书写。如果本协议被翻译成任何其它语言，中文版将优先。

依据或与本协议相关给出的任何通知应以英文或中文语言书写。

第十二条 协议生效

本协议一式四份，双方各持一份，剩余两份供转让方向主管专利局申请专利权人变更，签字并盖章后成立并生效。

6.3 Except as stated in Article Three, the Transferor has not transferred or licensed any right under the Patent to any third party;

6.4 No security, option, mortgage or lien has been imposed on or in relation to the Patent;

6.5 To the knowledge of the Transferor, there is not any infringement or threatened infringement on, nor any challenge or threatened challenge to the validity of, the Patent, and nothing will invalidate the Patent, subject the Patent to compulsory licensing, or impair the application for the continuation of patent granting;

6.6 To the knowledge of the Transferor, the use of the Patent will not infringe on any right of any third party; and

6.7 All previous transfers in relation to the Patent are valid, and all necessary registrations in relation thereto have been completed within the relevant time limits.

Article Seven Handling Infringement

After the Agreement takes effect, in case that any third party claims that the use of the Patent by the Transferee constitutes infringement upon any of the third party's rights, the Transferor shall promptly assist the Transferee in its defense.

Article Eight Confidentiality

All documents delivered by the Transferor to the Transferee as per Article Four shall be kept confidential. The Transferor agrees that it and its employees shall keep information related to the Patent confidential and shall not reveal such information to any third party starting from the effective date hereof.

Article Nine Entire Agreement

The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements between them relating to this subject matter.

Both Parties acknowledges that, in entering into the Agreement, neither of the Parties relies on any representation, guarantee or warranty (whether made negligently or innocently) that is not set out in the Agreement and shall not be entitled to any right or remedy in relation to such representation, guarantee or warranty.

Nothing in this clause shall limit or exclude any liability for fraud.

Article Ten Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to the performance of the Agreement through negotiations between the Parties in accordance herewith.

If the Parties are unwilling or unable to solve the dispute through negotiations, the Parties may submit the dispute to a PRC court for its judgement, and all matters (whether substantive law or procedural law related matters) arising from such dispute shall be subject to PRC law.


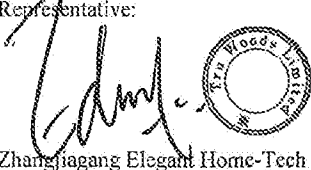
Article Eleven Language

The Agreement is written in Chinese and English. In case of the Agreement being translated into any language other than Chinese, the Chinese version shall prevail.

Any notice given hereunder or in relation hereto shall be given in English or in Chinese.

Article Twelve The Effect of the Agreement

This Agreement shall be executed in four original copies with each Party holding one copy and two copies submitted to the competent patent authority, and shall take effect upon the execution thereof.

<p>转让方：Tru Woods Limited 授权代表：</p>  <p>受让方：张家港市美丽家居科技股份有限公司 授权代表</p>	<p>Transferor: Tru Woods Limited Authorized Representative:</p>  <p>Transferee: Zhangjiagang Elegant Home-Tech Co., Ltd. Authorized Representative:</p>
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