

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5346102

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHUBIN, INC.	08/10/2018
RECEIVING PARTY DATA		
Name:	DONGUANN INNOVATIVE NEW MATERIALS	
Street Address:	ROOM 206, BLDG5, SME INCUBATION PARK	
Internal Address:	GONG YEBEI RD., SONGSHAN LAKE HIGH-TECH ZONE, DONGGUAN	
City:	GUANGDONG	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	9457344	
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:	cthomas@pattersonsheridan.com, psdocketing@pattersonsheridan.com	
Correspondent Name:	PATTERSON & SHERIDAN, LLP	
Address Line 1:	24 GREENWAY PLAZA	
Address Line 2:	SUITE 1600	
Address Line 4:	HOUSTON, TEXAS 77046	
ATTORNEY DOCKET NUMBER:	SHBN/0001	
NAME OF SUBMITTER:	JASON C. HUANG	
SIGNATURE:	/Jason C. Huang/	
DATE SIGNED:	01/28/2019	
Total Attachments: 7		
source=Shubin to DINM Assg#page1.tif		
source=Shubin to DINM Assg#page2.tif		
source=Shubin to DINM Assg#page3.tif		
source=Shubin to DINM Assg#page4.tif		
source=Shubin to DINM Assg#page5.tif		

source=Shubin to DINM Assg#page6.tif

source=Shubin to DINM Assg#page7.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made on August 10, 2018 ("Effective Date") by and between Shubin, Inc., a Delaware corporation with an address at 5050 El Camino Real, Suite 228, Los Altos, CA 94022 ("Shubin"), and Donguann Innovative New Materials, a Chinese corporation with an address at Room 206, Bldg5, SME Incubation Park, GongYeBei Rd., Songshan Lake High-Tech Zone, Dongguan, Guangdong, China ("DINM").

RECITALS

WHEREAS, Shubin is the owner of certain pending and issued patents described on Appendix I (the "Patents");

WHEREAS, DINM desires to purchase such Patents, and Shubin desires to sell such Patents to DINM, subject to receipt of payment of the applicable fees as set forth in this Agreement;

Now, therefore, in consideration of the premises and the mutual promises herein made, the parties agree as follows.

AGREEMENT

1. Assignment of Patents.

1.1 Assignment and Assumption. In consideration for the Consideration (defined in Section 2.1 below) paid by DINM to Shubin as described in Section 2, Shubin hereby assigns to DINM Shubin's entire right, title and interest in and to the Patents, and DINM hereby accepts such assignment from Assignor, effective as of the Effective Date. DINM hereby acknowledges receipt of and accepts the forgoing assignment of all of Shubin's rights, title, and interests to the Patents. As of the Effective Date, DINM hereby assumes and agrees to perform all of Shubin's duties and obligations with respect to the Patents, and except as expressly set forth in Section 1.2 below, Shubin will have no further obligation or liability whatsoever with respect to the Patents

1.2 Cooperation. Shubin hereby covenants, agrees and undertakes to execute all applications, assignments, and other documents which DINM may reasonably deem necessary or desirable for securing to DINM or for maintaining for DINM the Patents hereby assigned. Shubin's cooperation obligation will include Shubin providing to DINM any required instruments of transfer and assignment required by any applicable government agency. Shubin will be responsible for bearing its own costs in providing such cooperation to DINM, and DINM will be responsible for bearing its own costs incurred in connection with this Agreement, including without limitation any costs incurred by DINM in connection with the assignment, registration, maintenance or other costs associated with the transfer or maintenance of the Patents.

2. Fees and Payment.

2.1 Consideration. In consideration for Shubin's assignment of all its right, title, and interest in the Patents, DINM agrees to pay Shubin a total of Five Hundred Thousand Dollars

(US\$500,000) ("**Consideration**"), payable in accordance with the schedule set forth in Section 2.2 below.

2.2 Payment Terms. DINM will pay Shubin the Consideration as follows:

Fifty Thousand Dollars (US\$50,000) on the signing of this Agreement. ("**First Installment**")

Three Hundred Thousand Dollars (US\$300,000) on or before October 31, 2018, to coincide with the completion of the recording of the IP transfer to DINM in the US and China Patent Offices ("**Second Installment**"). The exact date of Second Installment is subject to the date of the completion of the recording of the IP transfer to DINM in the US and China Patent Offices.

One Hundred Fifty Thousand Dollars (US\$150,000) on or before December 31, 2018 ("**Third Installment**") (the First Installment, Second Installment and Third Installment are each referred to as an "**Installment**")

Each Installment will be paid by the date set forth above (unless another date is mutually agreed by the parties in writing). In the event DINM does not pay the Third Installment by June 30, 2018 (or other date that is mutually agreed by the parties in writing) the Third Installment will accrue simple interest at the rate of 0.4% per month (or the highest legal rate, if lower) until paid in full.

2.3 Method of Payment. Installments will be paid by wire transfer to:

Routing Transit Number ABA	121140399
SWIFT BIC (For International Transfers)	SVBKUS6S
Bank Name	Silicon Valley Bank
Bank Address, City and State	3003 Tasman Dr., Santa Clara, CA 95054, USA
Beneficiary Account	3300968041
Beneficiary Account Name	Shubin, Inc.

3. Shubin Representations and Warranties. Shubin represents and warrants that: (i) it has not licensed or assigned the Patents to any third party prior to the Effective Date; (ii) as of the Effective Date, it is not aware of any actual or threatened litigation related to the Patents, provided, however, that Shubin has not conducted any investigation related to the Patents; and (iii) it has the right to enter this Agreement.

4. Disclaimer. THE PATENTS ARE ASSIGNED TO DINM "AS IS." SHUBIN EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

5. Limitation of Liability.

5.1 Consequential Damages. UNDER NO CIRCUMSTANCES SHALL SHUBIN BE LIABLE TO DINM OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

5.2 Liability Cap. WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 6, IN NO EVENT SHALL SHUBIN'S TOTAL CUMULATIVE LIABILITY TO DINM OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND DOLLARS (\$1,000).

5.3 THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. Early Termination. If Shubin materially breaches this Agreement prior to the date the assignment of the Patents is recorded and fails to cure such breach within a reasonable time, or if Shubin fails to record the assignment of the Patents on the mutually agreed date for recordation, DINM's sole and exclusive remedy, and Shubin's sole and exclusive obligation, will be for DINM to terminate this Agreement (by providing written notice to Shubin), assign the Patents back to Shubin, at which time Shubin will refund to DINM Forty Thousand Dollars (\$40,000) (the First Installment Amount less Ten Thousand Dollars (\$10,000) to cover Shubin's expenses).

7. Miscellaneous.

(a) Amendments and Waivers. This Agreement may not be amended or waived without the prior written consent of each of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 7 shall be binding on the parties and their respective successors and assigns.

(b) Successors and Assigns. DINM may not assign this Agreement without the prior written consent of Shubin. Notwithstanding the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding on the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Governing Law: California. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law. The federal and state courts seated in Santa Clara County, California, will have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction.

(d) Force Majeure. Neither party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, or governmental act ("**Force Majeure**"), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance. If either party's performance is delayed by more than thirty (30) days due to a Force Majeure event, the other party may terminate this Agreement upon written notice to the delayed party.

(e) Entire Agreement. This Agreement and the documents referred to herein are the products of both of the parties hereto, and constitute the entire agreement between such parties pertaining to the subject matter hereof and thereof, and merge all prior negotiations and drafts of the parties with regard to the transactions contemplated herein and therein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURES ON NEXT PAGE]

SHUBIN:

Shubin, Inc.

By: Neal A. Bhadkamkar

Name: NEAL A. BHADKAMKAR

Title: PRESIDENT

Date: September 5, 2018

DINM:

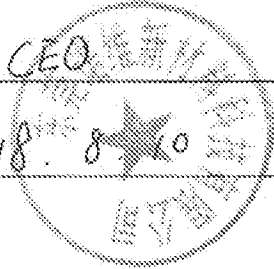
Donguann Innovative New Materials

By: KA XIONG

Name: KA XIONG

Title: CEO

Date: 2018. 8. 10



Appendix 1

Patents

Shubin Ref No.	Country	Status	Documentation
Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles (SHBN/0014 and 0033)			
SHBN/0033CNP	China	Issued	• Patent Certificate for ZL 2007 8 0043005.0
SHBN/0014USC1	US	Issued	• US Patent 7,381,682 B1
SHBN/0033US	US	Issued	• US Patent 9,527,068 B2
Mixed Phase Oxide Catalysts (SHBN/0044)			
SHBN/0044CNP	China	Issued	• Patent Certificate for ZL 2012 8 0057485.7
SHBN/0044US	US	Issued	• US Patent 9,457,344 B2

This certificate is attached to a 6 page document dealing with/entitled Patent Assignment Agreement and dated 8/10/2018.

California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

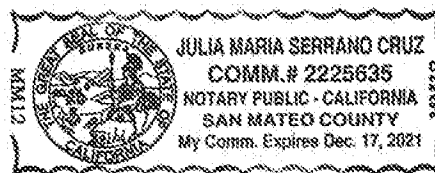
On September 5th, 2018 before me,

Julia Maria Serrano Cruz, Notary Public (here insert name and title of the officer),

personally appeared Neal A. Bhadkamkar who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Rev. 2017