

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5463987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
OPTOTRACE TECHNOLOGIES, INC.	04/09/2019

RECEIVING PARTY DATA

Name:	EXCELLENT CAPACITY LIMITED
Street Address:	FLAT/RM 3 8/F, YUEXIU BUILDING
Internal Address:	160-174 LOCKHART ROAD, WANCHAI
City:	HONG KONG
State/Country:	HONG KONG

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7790469
Patent Number:	8213007
Patent Number:	7929133

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 6509687800
Email: samuelxie@yahoo.com
Correspondent Name: OPTOTRACE TECHNOLOGIES, INC.
Address Line 1: 453 RAVENDALE DRIVE STE F
Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94043

NAME OF SUBMITTER:	HONG WANG
SIGNATURE:	/Hong Wang/
DATE SIGNED:	04/09/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 15

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Patent Assignment Agreement

THIS ASSIGNMENT is made and entered into enforcement on February 26, 2019 by and between:

Party A OptoTrace Technologies, Inc., a company limited by shares registered under the laws of the Cayman Islands ("Assignor");

Party B Excellent Capacity Limited, a company limited by shares registered under the laws of the Hong Kong ("Assignee");

Whereas Party A holds the following patent rights (hereinafter named "Assigned Patent"):

1. Micro structure for sensing trace chemicals (Issued No. US 7790469)

Type : Inventions, Inventor or Designer: Hong Wang and Zhimin Liu, Patent Duration: 2030/9/7 , Payment status of patent maintenance fee:2017/9/7

The implementation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The implementation status of the Assigned Patent by Party A (date, place, way and scale):

Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet

(b) The implementation status of the Assigned Patent by any licensee (date, place, way and scale):Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States.

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

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2. Trace chemical optical probe (Issued No. US 7428046)

Type : Inventions, Inventor or Designer: Hong Wang and Zhimin Liu, Patent Duration:
2028/9/22, Payment status of patent maintenance fee:2018/9/7

The implementation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The implementation status of the Assigned Patent by Party A (date, place, way and scale):
Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet.

(b) The exploitation status of the Assigned Patent by any licensee (date, place, way and scale): Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States.

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

3. Non-invasive disease diagnosis using light scattering probe (Issued No. US 8031335)

Type : Inventions, Inventor or Designer: Hong Wang, Xun Guo, Patent Duration: 2013/10/3,
Payment status of patent maintenance fee: 2018/10/4

The exploitation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The implementation status of the Assigned Patent by Party A (date, place, way and scale):
Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet.

(b) The implementation status of the Assigned Patent by any licensee (date, place, way and scale): Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States.

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

4. Spectrally sensing chemicals and biological substances (Issued No. US 8213007).

Type : Inventions, Inventor or Designer: Hong Wang, Xun Guo, Liu Chunwei, Patent

Duration: 2032/7/2, Payment status of patent maintenance fee: 2019/7/2

The implementation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The implementation status of the Assigned Patent by Party A (date, place, way and scale):

Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet

(b) The exploitation status of the Assigned Patent by any licensee (date, place, way and scale): Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States.

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

5. Nano structured sensing device for surface-enhanced Raman scattering (Issued No. US 7929133)

Type : Inventions, Inventor or Designer: Hong Wang, Xindi Wu, Xun Guo, Patent Duration: 2031/4/18 , Payment status of patent maintenance fee: 2024/4/18

The implementation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The exploitation status of the Assigned Patent by Party A (date, place, way and scale):

Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet

(b) The implementation status of the Assigned Patent by any licensee (date, place, way and scale): Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

6. Optical sensing system based on a micro-array structure (Issued No. US 7869044)

Type : Inventions, Inventor or Designer: Hong Wang, Patent Duration: 2031/1/10, Payment status of patent maintenance fee: 2018/1/11

The implementation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The implementation status of the Assigned Patent by Party A (date, place, way and scale): Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet

(b) The implementation status of the Assigned Patent by any licensee (date, place, way and scale): Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States.

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

7. 一种检测化学物或生化物质的方法 (Issued No. CN 101629909)

Type : Inventions, Inventor or Designer: 汪泓、郭潏、刘春伟, Patent Duration: 2032/2/7, Payment status of patent maintenance fee: 2019/5/7

The implementation or licensing status of the Assigned Patent before Party A executes this Agreement:

(a) The implementation status of the Assigned Patent by Party A (date, place, way and scale):
Since this patent is not closely related to Party A current market and sale business yet, it has not been implemented yet

(b) The implementation status of the Assigned Patent by any licensee (date, place, way and scale): Party A and OptoTrace (Beijing) Technology Co., Ltd. signed a three-year Patent and Proprietary Technology License Agreement on March 7, 2016, which will be terminated in 2019/03/06; The patent issued in the United States and not implemented in the United States

(c) Party A has the obligation to inform the licensees who are using the Assigned Patent of the status of this assignment within 90 days after this Agreement comes into effect.

Party A hereby assigns to Party B the Assigned Patent and Party B has the intent to obtain the Assigned Patent.

NOW THEREFORE, both parties hereto agree to abide by the following terms and conditions so as to clarify respective rights and obligations:

1. Assignment Fee and Payment Method

1.1 Party B shall pay 10470.11 US Dollars in total (the "Assignment Fee") within 3 days to Party A after the effective date of this Agreement. The Assignment Fee should be paid in US dollars.

1.2 In consideration of Party A shall make payment to its legal counsel and other creditors, the Assignment Fee should be paid to the personal or institutional account confirmed by the Party A's Director. The payment from Party B to the designated party by Party A is deemed to be paid to Party A.

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2. Procedures of Patent Assignment

- 2.1 After the execution of this Agreement, Party B shall handle the relevant patent assignment procedures and registration within 90 days. Party A shall use its best endeavor in cooperating with Party B.
- 2.2 The effective date of the assignment of the Assigned Patent should be determined under the relevant law and regulations of the country of the Assigned Patent. The effectiveness of the assignment of the Assigned Patent shall not affect the force of this Agreement.
- 2.3 After this agreement is in force, Party B is entitled to own all the patent rights under this Agreement. Party B should bear the patent maintenance fee.
- 2.4 The rights and obligations owned and undertaken by Party A in that patent licensing agreement will be transferred to Party B on the effective date of this Agreement. Party A should inform the licensee under the original patent licensing agreement of the change within 30 days and assist the licensee in dealing with such changes with Party B. If the patent license contract expires or terminates during this period, Party A does not need to change that agreement.
- 2.5 In order to ensure that Party B effectively owns this Assigned Patent, Party A shall submit the following technical information to Party B.
 - (a) All patent application documents submitted to the patent application authority, including the specification, claims, drawings, abstracts and abstract drawings, requests, statements of opinions, and changes in the description of the items, the approval of the right to restore the rights after the loss of rights, proxy power of attorney.

(b) All documents issued by the patent application authority to Party A, including acceptance notices, intermediate documents, authorization decisions, patent certificates and copies.

(c) License contracts which Party A has licensed the patent to third party including the annex to the contract (the technology, process and other documents related to the implementation of the patent).

(d) A valid documentary proof of the Assigned Patent issued by the patent application authority.

2.6 After the entry into force of this Agreement, and Party A or Party A designated third party received Assignment Fee paid by Party B, Party A shall deliver to Party B all the materials mentioned in this Agreement within 30 days

2.7 . Party A submits all the above information to Party B by face-to-face or post and submits the list of materials to Party B by face-to-face/post The delivery location of all materials is the location of Party B, or party B assigned location.

3. Taxes

All taxes that relevant to the implementation of this Agreement shall be paid by Party A under the Cayman Islands tax law and regulations.

4. Right Guaranty and exemption

4.1 Party A guarantees to Party B that the **Assigned Patent** does not have the following defects:

- (a) The existence of mortgage;
- (b) The implementation of this patent is subject to another existing patent right;
- (c) The existence of prior use right;
- (d) The existence of a compulsory license;

(e) There are cases where the government has adopted a "plan promotion permit";

(f) The patent is illegal;

4.2 If Party A fails to inform Party B of the above-mentioned defects, Party B has the right to refuse to pay the usage fee and ask Party A to compensate for the additional expenses.

4.3 Party A guarantees to grant Party B the patent right of the Assigned Patent. The transfer of patent rights means that the transfer of all the rights of the Assigned Patent to Party B, that is, Party B has the right of receive originals patent materials ("Patent Certificate", etc.), designing, trial-manufacturing, producing, selling products, handling the registration of changes in patent descriptions, and patenting rights. Re-transfer or sub-license, and apply for new patents and other rights based on this technology.

4.4 Party A guarantees that the delivered materials are complete, clear and reliable, and are consistent with those produced or used by Party A, by Party A's best knowledge.

4.5 Party A guarantee that the Patent assigned to Party B under this Agreement would not infringe upon the legal rights of any third party.

4.6 Party A shall bear the liabilities for the losses incurred from the patent infringement upon the legal rights of any third party when Party B exploits the Assigned Patent.

4.7 Party A has the right to assume any liability if the right to the Assigned Patent is declared to be invalid after this Agreement becomes effective. The decision on invalidating the right to the Assigned Patent shall have retroactive effect on any part of the Agreement that has been performed.

4.8 Party A does not provide any warranty for the exploitation of the Assigned Patent by Party B, including but not limited to commercialization and usability for specific purposes. Party B acknowledges that Party A shall not be liable for any loss or damage arising from or in connection with the use or non-use of the Assigned Patent by Party B.

4.9 Party B has the right to make subsequent improvements using the inventions involved in the Assigned Patent. The resulting new technological achievements with the characteristics of substantial or creative technological progress are owned by Party B.

5. Notification

5.1. Any notice required to be served on Party A or Party B may be served either by personal delivery, prepaid courier, and prepaid mail or by email, facsimile.

5.2. Unless otherwise proved by any opposite evidence, if the notice is sent by personal delivery, email or facsimile, the notice shall be deemed to have been received upon the date of delivery; if by prepaid courier or prepaid mail, the notice shall be deemed to have been received 3 days after the sender sending the notification to the express or mails company, unless there is opposite evidence.

Delivery address or contact of Party A on this Agreement:

Yu He Partner, to Hong Wang

Anjie Law Firm

19/F, Tower D1, Liangmaqiao Diplomatic Office Building No. 19 Dongfangdonglu,
Chaoyang District, Beijing 100600, P.R.China

Tel: +86 10 8567 5988

Fax: +86 10 8567 5968

Delivery address or contact of Party B on this Agreement:

Zheng XIE

EXCELLENT CAPACITY LIMITED

FLA/RM803 8/F, YUE XIU BUILDING, 160-174 LOCKHART ROAD,
WANCHAI, HONG KONG, Tel: 0086-13911822859

5.3. The above ways of delivery shall apply to the delivery of any other tangible properties, files or information.

6. Force Majeure

6.1. If a Force Majeure Event, including but not limited to a war, serious flood, fire, typhoon, earthquake, administrative order and any other event agreed by both parties, adversely affects a party's ability to perform all or part of its obligations under this Agreement on time, then the term of this Agreement could be extended by the period affected by the Force Majeure Event.

6.2. The Party affected by the Force Majeure Event shall notify the other Party as soon as practicable through facsimile, email or telegram (A reasonable degree of details of such Force Majeure Event and the prediction of non-performance or delayed performance of obligations shall be contained in the notification). The supporting documents of such Force Majeure Event issued by related authorities shall in 15 days be sent through registered airmail or other ways for the confirmation of the other Party.

6.3. If the Party affected by the Force Majeure Event has already notified the other party according to the above term, and taken reasonable measures to eliminate the effect of such Force Majeure Event and mitigate damages (settling of the strike, layout and

other labor disputes is not necessary), the non-performance or delayed performance resulted from the Force Majeure Event shall not be deemed as a default on this Agreement. In the case of possible performance, a reasonable period of delay shall be given to that Party.

6.4. If the relevant Force Majeure Event continues for a period of more than 30 consecutive days, both Parties may negotiate in good faith to reach a mutually satisfied settlement.

7. Modification and Termination

7.1 Any modifications to this Agreement must be in writing and signed by authorised signatories of both Parties.

7.2 If one Party breaches this Agreement, the other Party may notify the breaching Party in written forms to require the breaching Party to perform its obligations. If the breaching Party does not perform the required obligations within 30 days after receiving the written notice, the other Party has the right to give the breaching Party a written notification terminating this Agreement. The date when the breaching Party receives the written notification is the termination date of this Agreement. After the termination, the breaching Party shall continue to be liable for breaching the Agreement.

8. Miscellaneous

8.1 The relationship among the provisions of this Agreement: Any provision of this Agreement and the implementation thereof should be consistent with the mandatory requirements under the law of Cayman Islands and the country where Party B is located. Otherwise, that provision is invalid or unenforceable.

8.2 If any or several provisions of this Agreement have been found to be invalid, illegal or unenforceable for certain reasons, it would not affect the validity of other provisions under this Agreement. Such other provisions, as a whole, would still be in force for both Parties

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Hong Kong in the case of provisional interpretation or disputes due to this Agreement.

10. Dispute Resolution

10.1. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by negotiation of both Parties in good faith.

10.2. Any dispute not settled upon the above discussion shall be submitted by any Party to: The Hong Kong International Arbitration Centre ("HKIAC"). The arbitration shall be conducted in accordance with HKIAC's arbitration rules ("HKIAC" rules) in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

10.3. During the process of arbitration, in case that any provisions of this Agreement are under arbitration, the remaining provisions hereof shall remain in full force and effect.

11. Language

This Agreement shall be made out in English. In the case of misunderstanding of the terms, one text in English should be chosen as the one to be referred to by both Parties.

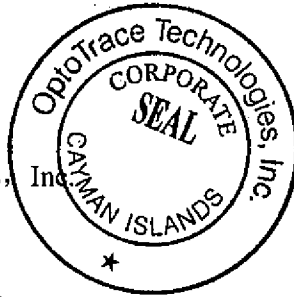
12. Agreement Texts and Effectiveness

This Agreement shall be effective from the date when it is signed or stamped by both Parties' Director. This Agreement shall be made out in quadruplicate with each Party holding two of them. If there is a filing requirement of this Agreement, the number of original copies of this Agreement should be increased accordingly. In the case of inconsistency between the filed copy and this Agreement, this Agreement shall prevail.

— *REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK* —

IN WITNESS WHEREOF, the parties have hereunto set their hands or seals the day and year first above written.

OptoTrace Technologies, Inc.



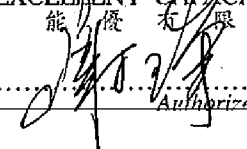
By: 

Name: HONG WANG

Title: Director

IN WITNESS WHEREOF, the parties have hereunto set their hands or seals the day and year first above written.

Excellent Capacity Limited
EXCELLENT CAPACITY LIMITED
能優有限公司

By: 
Authorized Signature(s)

Name: ZHENG XIE

Title: Director

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