

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5518464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SUMLIN TECHNOLOGIES	02/23/2019
RECEIVING PARTY DATA	
Name:	BEIJING CARINAE MATERIAL TECHNOLOGY CO., LTD.
Street Address:	D2919, KAIXUAN AVENUE
Internal Address:	#18 JIANSHE ROAD, FANGSHAN DISTRICT
City:	BEIJING
State/Country:	CHINA
Postal Code:	102401
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7259117
Patent Number:	7589037
Patent Number:	7601414
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:	8284553414
Email:	willc@sumlingroup.com
Correspondent Name:	WILL CLARK
Address Line 1:	1724 9TH AVENUE NW
Address Line 4:	HICKORY, NORTH CAROLINA 28601
NAME OF SUBMITTER:	WILLIAM S. CLARK
SIGNATURE:	/william s clark/
DATE SIGNED:	05/11/2019
Total Attachments: 23	
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**INTELLECTUAL PROPERTY RIGHTS
PURCHASE AND TRANSFER AGREEMENT OF BASOFIL TECHNOLOGY
BASOFIL三聚氰胺纤维技术知识产权购买与转让协议**

This Intellectual Property Rights Purchase and Transfer Agreement of Basofil Technology (this "Agreement") is made as of July 7, 2019 ("Effective Date") among the following parties:

本《BASOFIL三聚氰胺纤维技术知识产权购买与转让协议》(简称“本协议”)由以下各方于2019年7月7日订立(“生效日期”):

Seller: Sparkling Dog Acquisitions, LLC, a limited liability company formed pursuant to the law of the State of North Carolina, the United States of America whose business address is at 1724 9th Avenue NW, Hickory, NC 28601, USA and represented by Mr. William S. Clark;

卖方: Sparkling Dog Acquisitions, LLC, 是一家依照美国北卡罗莱纳州法律规定成立的有限责任公司, 其经营地址为美国北卡罗州希克里西北区第九大道1724, 法定代表人是威廉·史密斯·克拉克先生;

Buyer: Dalian Ruiyitong International Trade Co., Ltd. (Chinese name: 大连瑞亿通国际贸易有限公司), a company incorporated in Dalian City, Liaoning Province, the People's Republic of China whose registered address is A-502 No. 20 Gangwan Road, Zhongshan District, Dalian City, Liaoning Province, China 116000 and represented by Shuang Yang; and

买方: 大连瑞亿通国际贸易有限公司, 一家在中国辽宁省大连市成立, 注册地址是中国辽宁省大连市中山区港湾路20号A502(邮编: 116000)的公司。该公司的法定代表人是杨爽。

End-user: Beijing Carinae Material Technology Co., Ltd. (Chinese name: 北京科睿那材料科技有限公司), a limited liability company incorporated in Beijing, the People's Republic of China whose business registered address is D2919, Kaixuan Avenue, #18 Jianshe Road, Fangshan District, Beijing, China 102401 and represented by Mr. Li Jia.

终端用户: 北京科睿那材料科技有限公司, 一家在中国北京市成立, 注册地址是中国北京市房山区良乡凯旋大街建设路18号—D2919(邮编: 102401)的有限责任公司。该公司的法定代表人是李嘉。

RECITALS:

前言

- A. Seller is the sole owner of Basofil, LLC, a North Carolina limited liability company and Sumlin Technologies, LLC, a North Carolina limited liability company, which own the "Basofil Technology" as defined below.

卖方为Basofil LLC(一家北卡罗莱纳州的有限责任公司)和拥有三聚氰胺纤维技术的Sumlin Technologies LLC(一家北卡罗莱纳州的有限责任公司)的唯一所有者。

- B. Buyer desires to purchase from Seller its right, interest and title in the Basofil Technology for and on behalf of the End-user and will be responsible to apply to the competent Chinese authority for governmental approval and/or registration with respect to importation of Basofil Technology into China, to act as the importer of record for purpose of arranging foreign currency payment to Seller and/or to handle the importation procedure pursuant to the applicable laws of China.

买方欲为终端用户购买卖方BASOFIL三聚氰胺纤维技术的所有权和使用权并负责代表终端用户向中国政府相关职能部门申请或登记BASOFIL三聚氰胺纤维技术进口到中国等相关事宜, 同时根据中国相关法律规定作为进口商安排向卖方支付外

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币以及办理进口手续。

- C. The End-user is a company mainly engaged in research, development and production of melamine fibers and upon closing of purchase as set forth below, will be the ultimate owner and user of Basofil Technology.

终端用户主要从事三聚氰胺纤维的研发和生产，同时在按本协议约定交易成交后，也是BASOFIL三聚氰胺纤维技术最终的拥有者和使用者。

- D. Upon the Closing Date, Seller shall transfer to Buyer the ownership of the Basofil Technology free of any and all encumbrances and Buyer accepts all rights to and interest in the Basofil Technology.

交易成交当天，卖方应把没有任何产权负担的BASOFIL三聚氰胺纤维技术的所有权转让给买方且买方接受BASOFIL三聚氰胺纤维技术的所有权。

It is therefore agreed as follows:

现达成以下协议：

1. Definitions.

定义

As used herein, the following terms shall have the following meanings:

在本协议中，下列各术语定义如下：

- A. Basofil Technology. This shall mean certain melamine fiber extrusion spinning technology, including patents, the know-how for resin formulation, constructing the fiber production line and the launch of production and certain trademarks, a description of which is set forth on Exhibit A-1: Patents, Exhibit A-2: Trademarks, and Exhibit A-3: Documentation for Know-How hereof and all Intellectual Property Rights forming a part of, embodied, in or necessary for use of Basofil Technology.

Basofil技术。指的是特定的三聚氰胺纤维挤压纺丝技术，包括专利权、树脂配方、建立纤维生产线、生产的投入的专有技术以及特定的商标权（详情请看附件A-1：专利权，附件A-2：注册商标以及附件A-3：专有技术文件，以及所有使用三聚氰胺纤维技术时涉及的知识产权。）

- B. Intellectual Property Rights. For purpose of this Agreement, this means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world with respect to the Basofil Technology.

知识产权。在本协议中，知识产权指的是与Basofil技术相关的专利权、实用新型、发明权、版权及其他类似或相关的权利、注册商标和服务商标、商业名称和网域名称、商业外观获取权、商誉和对仿冒和不正当竞争控告权利、设计权、数据库权以及涉及机密信息（包括专有知识和商业机密）保护及所有其他知识产权，包括已登记的或未登记的及所有申请并被授予与Basofil三聚氰胺纤维技术相关的知识产权；也包括BASOFIL三聚氰胺纤维技术或其任何部分知识产权的更新和延期，在世界各地申明该技术的优先权或类似保护该技术未来继续存在的权利。

- C. Seller's Entity Documents. This shall mean copies of the articles of organization and

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operating agreement for each of Seller, Basofil, LLC and Sumlin Technologies, LLC are set forth on Exhibit B-1, Exhibit B-2 and Exhibit B-3, establishing that Seller owns and controls one hundred percent of Basofil, LLC and Sumlin Technologies, LLC and has the absolute rights to sell the Intellectual Property Rights relating to the Basofil Technology.

卖方的公司文件。这指的是卖方，Basofil, LLC 和 Sumlin

Technologies, LLC 的公司章程及运营协议的原件或副本，详见附件B-1、附件B-2和附件B-3。三份附件均能体现卖方100%持有并控股Basofil, LLC 和 Sumlin Technologies, LLC，且有绝对的权利出售与BASOFIL三聚氰胺纤维技术有关的知识产权。

- D. Lapsed or Expired Patents. This shall mean such patents which are relating to the Basofil Technology and melamine fiber production but they are either lapsed or expired, a list of which is attached as Exhibit C.

失效的或过期的专利权。这指的是与Basofil三聚氰胺纤维技术和Basofil三聚氰胺纤维生产相关但已经失效或过期的专利权。（详情请参考附件C）

2. Sale, Purchase and Transfer of Intellectual Property Rights.
买卖和转让知识产权。

Subject to the terms and conditions of this Agreement, at the Closing referred to herein, Seller agrees to sell, transfer and assign and Buyer agrees to purchase and accept on the terms stated herein, all of Seller's Intellectual Property Rights in and to the Basofil Technology.

根据本协议的条款，在本协议所指的交易成交时，卖方同意依照本协议的相关条款向买方出售和转让与Basofil三聚氰胺纤维技术相关的所有知识产权。

3. Purchase Price.
购买价格

The purchase price for Basofil Technology (the "Purchase Price") shall be Five Hundred Thousand and 00/100 United State Dollars (\$500,000.00), net of any applicable taxes and fees levied by Chinese authority and Chinese banks and payable in one lump sum, provided that Seller shall be responsible to pay for any applicable US tax and fees related to proceeds received by Seller.

在扣除中国政府和中国银行征收的所有相关税费后，本协议项下的购买价格为五十万美元（\$500,000.00），由买方一次性支付给卖方，但卖方应支付由卖方收益产生的所有相关美国税费。

4. Escrow Account and Closing Agent.
监管账户和交易关闭代理

A. The trust account of Cai & Associates PC, commonly referred to as an IOLTA account (i.e., "Interest on Lawyers' Trust Accounts") opened and supervised by the Washington State Bar Association, shall be used as an escrow account for receiving the Purchase Price payable by Buyer.

Cai & Associates PC 律师事务所所在华盛顿州律师协会的监管下开设的托管账户，通常被称作“律师托管账户”应作为接收买方支付款项的监管账户。

B. Buyer shall be responsible to fund the escrow account, by depositing into the trust account, said Purchase Price within fourteen (14) days upon execution of this Agreement or within a reasonable period of time as demonstrated by Buyer to go through the approval procedure pursuant to the applicable Chinese law for remittance.

买方应负责在本协议签署后14天内或其在按照中国法律规定完成相关审批流程后的合理时间段内向监管账户存入购买款项。

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C. The Parties agree to appoint Seller's attorney Cai & Associates PC to act as the closing agent (the "Closing Agent") for purpose of closing the purchase and transfer of Seller's Intellectual Property Rights to Buyer pursuant to the terms hereof.

本协议各方同意在卖方按照本协议的相关条款向买方出售其知识产权的交易中, 指定卖方的律师Cai & Associates PC律师事务所作为本次交易关闭的代理人("关闭代理人")。

5. Release of Purchase Price.

释放购买款项

The Parties agree that the Purchase Price shall be released from the escrow account by the Closing Agent to Seller upon Closing. If this sale fails to close, such amount shall be released to such Party who is entitled to. If such amount is to be returned to Buyer, the Closing Agent may deduct the wiring cost therefrom. If this sale shall be successfully closed pursuant to the terms hereof, the full amount of \$500,000.00 shall be credited to the Purchase Price.

协议各方同意交易成交时, 购买款项将从监管账户释放至卖方指定账户。若交易失败, 上述款项将释放给本协议相关方。若上述款项需要退还给买方, 交易代理人应从该价款中扣除电汇费。若交易根据该协议成功达成, 该50万美元的总价款应抵作购买价款的支付款入账。

6. Refund.

退款

Seller agrees that if the production shall fail to meet with the success criteria as set forth on Exhibit E hereof, Seller is obligated to refund the full amount of the Purchase Price to Buyer or Buyer's designated agent, provided that Buyer shall transfer back to Seller all of Intellectual Property Rights in and to the Basofil Technology, including Buyer's recording at its own cost on the Electronic Patent Assignment System of USPTO assignment to Seller three (3) valid patents and that any improvements made to the Basofil Technology by Buyer or End-user shall be assigned to Seller free of charge by Buyer or End-user, as the case may be.

卖方同意若生产达不到附件E所要求的标准, 卖方应把购买款项全额退还给买方或买方指定的代理人, 但买方应把BASOFIL三聚氰胺纤维技术相关的所有知识产权归还给卖方, 包括买方自费在美国专利商标局电子专利转让系统对三个有效专利转让办理登记。若买方或终端用户已对BASOFIL三聚氰胺纤维技术进行任何的改良, 则改良后的技术也需无偿归还给卖方。

7. Closing.

成交

A. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall take place within five (5) working days of all contingencies having been satisfied (the "Closing Date") at the office of Cai & Associates P.C. or at such other time or place as shall be agreed by the parties.

成交。本协议项下的出售与购买交易成交("成交")应在Cai & Associates PC律师事务所进行并在协议规定的所有或有条件得以满足后的五(5)个工作日内完成("成交日")或在协议各方另行商定的时间或地点完成。

B. Costs and Expenses. Except as otherwise herein provided, each Party shall separately bear the cost and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby; provided, however, that if any party shall commence legal action to specifically enforce or otherwise seek redress under, or for breach of, this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorney's fees incurred to prosecute or defend the action, including costs and fees incurred in any appellate proceeding.

成本和费用。除另有规定外, 协议各方应各自承担其于本协议或本次交易下产生的成

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本和费用；但若任何一方针对赔偿问题采取法律行动或寻求补救措施时，胜诉方有权获得为起诉或应诉而产生的所有诉讼程序，包括上诉程序，的费用和合理的律师费。

8. Performance by Seller at Closing.
卖方应履行的成交职责

At or prior to Closing, Seller shall deliver or cause to be delivered to the Closing Agent the following:

在成交当日或之前，卖方应向关闭代理人递交或促使递交以下材料：

- A. All documents, records and files set forth on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit B-1, Exhibit B-2, Exhibit B-3, and Exhibit C hereof.
附件A-1、A-2、A-3和附件B-1、B-2、B-3以及附件C所列的全部文件、记录和档案。
- B. The deliverables set forth on Exhibit D hereof.
附件D中所列的可交付成果。
- C. Bill of Sale and Assignment free of encumbrances and other instruments of transfer, dated the Closing Date, transferring to Buyer title to the Basofil Technology.
向买家转让Basofil三聚氰胺纤维技术相关的无产权负担且签署日为成交日的销售及转让凭据和其他转让文件。
- D. Copies of Resolutions of Seller's Members and Manager(s) confirming ownership of Basofil Technology and authorizing the execution of this Agreement and the transactions contemplated hereby.
卖方成员及其管理层确认Basofil三聚氰胺纤维技术所有权和授权签署本协议以及完成本协议项下的交易的决议副本。
- E. Seller shall at its own cost complete recordation of the assignment of three (3) valid patents as set forth on Exhibit A-1 hereof to the name of End-user with the USPTO through USPTO's Electronic Patent Assignment System and provide proof of completed assignment.
卖方应自费通过美国专利商标局的电子专利转让系统按照本协议附件A-1规定，登记向终端用户转让三（3）项有效专利且提供已完成转让的证明。
- F. Seller shall at its own cost complete recordation of the assignment of all trademarks as set forth on Exhibit A-2 hereof to the name of End-user with the USPTO through USPTO's Electronic Trademark Assignment System ("ETAS") and provide ETAS's electronic confirmation of the filing while Buyer shall at its own cost be responsible for recordation of the assignment in all other jurisdictions with Seller's assistance as reasonably required of Seller in completing such assignment.
卖方应自费通过美国专利商标局的电子商标转让系统（简称“电子商标转让系统”）登记向终端用户转让所有附件A-2中规定的商标，并提供电子商标转让系统的电子确认单。但买方应自费负责在其他所有司法行政管辖区内的转让登记手续；买方则根据买方合理要求提供协助。
- G. All other instruments and documents that Buyer or its counsel, in the reasonable exercise of their discretion, shall deem to be necessary (x) to fulfill any obligation required to be fulfilled by Seller on the Closing Date, and (y) to evidence satisfaction of any conditions to Closing.
买方或其顾问出于合理考量，要求卖方提供证明其已履行了应当在成交日完成的义务及满足了交易完成所有条件的其它文件和资料。

9. Performance by Buyer at Closing.
买方应履行的成交职责

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At or prior to Closing, Buyer shall deliver or cause to be delivered to the Closing Agent the following:

在成交时或之前, 买方应向关闭代理人提供或促使提供以下材料:

A. Deposit into the escrow account of the Closing Agent the full amount of the Purchase Price.
把购买款项足额存入关闭代理人的监管账户。

B. Copies of Resolutions of Buyer's Board of Directors authorizing execution of this Agreement and the transaction contemplated hereby.
买方董事会授权签署本协议和完成本协议项下的交易的决议副本。

C. Copies of Resolutions of the End-user's Board of Directors authorizing Buyer to enter into this Agreement for the transactions contemplated hereby and to perform or caused to be performed the terms and conditions hereof.
终端用户董事会授权买方为本次交易签署本协议以及履行或促使相关方履行相关条款的决议副本。

D. All other instruments and documents that Seller or its counsel, in the reasonable exercise of their discretion, shall deem to be necessary to fulfill any obligation required to be fulfilled by Buyer on the Closing Date, and (y) to evidence satisfaction of any conditions to Closing.
卖方或其顾问出于合理考量, 要求买方提供证明其已履行了应当在成交日完成的义务及满足了交易完成所有条件的其它文件和资料。

10. Representations and Warranties of Seller.

卖方的陈述和保证

By closing this Agreement, Seller represents and warrants to Buyer that the following statements are true and correct on the date of closing:

签署本协议时, 卖方向买方表示并保证以下声明在协议签署时是真实准确的:

A. Organization, Corporate Power and Authority. Seller has the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.
组织、企业权限和权力。卖方具有签署和履行本协议以及完成本协议项下的交易的企业权限和权力。

B. Authorization, Binding Effect and No Conflicts. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligations of Seller, enforceable in accordance with its terms. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby will not (x) violate any provision of law, rule or regulation to which Seller is subject, (y) violate any order, judgment or decree applicable to Seller, or (z) conflict with, or result in a breach or default under, any term or condition of the Seller's Entity Documents, or any agreement or other instrument to which Seller is a party or by which Seller may be bound, except, in each case, for violations, conflicts, breaches or defaults which in the aggregate would not materially hinder or impair the consummation of the transactions contemplated hereby.

授权、约束力以及无冲突。卖方已充分、有效签署及履行本协议, 受本协议的相关条款约束。卖方签署和履行本协议以及完成本次交易不会: (1) 违反卖方应遵守的法律法规和相关规定; (2) 违反卖方应执行的任何命令或判决结果; (3) 与卖方的公司文件或其他涉及卖方且卖方需遵守的任何协议或其他文件相冲突或致使其违反上述协议或文件中相关条款; 除非上述的任何违约行为合起来都不对完成本次交易造成

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实质性的阻碍或破坏。

C. Consents and Approvals. To the best knowledge of Seller, neither the execution of this Agreement nor the consummation of the sale of Seller's Basofil Technology requires the approval or consent of any governmental authority having jurisdiction over the business of Seller except that prior to or at Closing, Seller shall obtain release of lien on the Basofil Technology.

同意和批准。就卖方所知，签署本协议或者卖方出售其 Basofil 三聚氰胺纤维技术都不需要获得其公司所属辖区的政府部门的批准或同意，除了在成交前或成交当日，卖方应解除在 BASOFIL 三聚氰胺纤维技术上的任何留置权。

D. Litigation. There are no actions, suits, claims, proceedings or investigations pending or, to the knowledge of Seller, threatened against Seller that would affect Seller's right, title or interest in Seller's Basofil Technology. Seller has not received notice, nor has any knowledge, that it is in default of any order, writ, injunction or decree of any court or federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality with respect to the ownership of Basofil Technology. To the best knowledge of Seller, Seller has complied in all material respects with all laws, regulations, franchises, licenses and orders applicable to Basofil Technology.

诉讼。据卖方所知，目前没有任何威胁到卖方的悬而未决的诉讼、索赔或调查，从而影响卖方对于其 BASOFIL 三聚氰胺纤维技术的权利、所有权和相关利益。卖方并未获悉或接到任何联邦法院、州或市政府机构或与 BASOFIL 三聚氰胺纤维技术的所有权相关的任何委员会、董事会、管理局或机构认定该技术违反任何行政命令、法院命令或禁止令的通知。据卖方所知，卖方已遵守关于其 BASOFIL 三聚氰胺纤维技术的所有法律法规和行政命令，获得相关特许经营权和牌照。

E. Disclosure. Neither this Agreement nor any of the Exhibits annexed hereto contains any untrue statement of any material fact, or omits to state any material fact required to be stated in order to make the statements contained herein or therein not misleading. Seller agrees that the description of the Intellectual Property Rights here (and on any included Exhibits) is accurate and thorough, and that no facets of the Intellectual Property Rights have been left out of this Agreement. Seller agrees to transfer any and all rights to the Basofil Technology and the Intellectual Property Rights embodied therein, which will give Buyer the right to, among other things, exploit the Basofil Technology for profit. Seller agrees that it has no further Intellectual Property Rights to the Basofil Technology after Closing, unless otherwise specified in this Agreement.

信息披露。为保证本协议所有内容不存在误导性，本协议及其所有附件中没有任何对重要事实的虚假陈述或遗漏任何重要事实。卖方同意本协议（及所有附件）中关于知识产权的描述均为准确、充分，没有任何遗漏。卖方同意转让 BASOFIL 三聚氰胺纤维技术及其相关的所有知识产权，让买方有权对该技术进行开发并从中获利。卖方同意除本协议另有说明外，其在成交后对 BASOFIL 三聚氰胺纤维技术知识产权已不存有任何其它权利。

11. Representations and Warranties of Purchaser.

买方的陈述和保证

Buyer represents and warrants to Seller that the following statements are true and correct on the date hereof and will be true and correct on the Closing Date as though made on such date:

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签署本协议时，买方向卖方表示并保证以下声明在协议签署时是真实准确的：

A. Organization, Power and Authority. Purchaser is a corporation, validly existing and in good standing under the laws of the People's Republic of China, and has the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

组织、企业权限和权力。买方是一家依照中华人民共和国法律合法有效存在且经营状况良好的公司，并具有签署和履行本协议以及完成本协议项下的交易的企业权限和权力。

Authorization, Binding Effect and No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby will not (x) violate any provision of law, rule or regulation to which Buyer is subject, (y) violate any order, judgment or decree applicable to Buyer, or (z) conflict with, or result in a breach or default under, any term or condition of the operating agreement, or any agreement or other instrument to which Buyer is a party or by which Buyer may be bound; except in each case, for violations, conflicts, breaches or defaults which in the aggregate would not materially hinder or impair the consummation of the transactions contemplated hereby.

授权、约束力以及无冲突。买方已充分、有效签署及履行本协议，受本协议的相关条款约束。买方签署和履行本协议以及完成本次交易不得：（1）违反卖方应遵守的法律法规和相关规定；（2）违反买方应执行的任何命令或判决结果；（3）与买方的公司文件或其他涉及买方且买方需遵守的任何协议或其他文件相冲突或致使其违反上述协议或文件中相关条款；除非上述的任何违约行为合起来都不对完成本次交易造成实质性的阻碍或破坏。

B. Consents and Approvals. Buyer, with assistance of the End-user, shall take all efforts to obtain approval or consent of competent Chinese governmental authority having jurisdiction over the business of Buyer with respect to purchase of Basofil Technology.

同意和批准。买方将在终端用户的协助下竭尽所能获得买方所在地的中国政府职能部门针对购买该 BASOFIL 三聚氰胺纤维技术的批准。

C. Availability of Funds. Immediately upon execution of this Agreement, Buyer will make necessary arrangement to fund the escrow pursuant to the terms hereof.

资金可用性。签署本协议后，买方将随即按照本协议的条款安排把款项支付至监管账户。

12. Indemnification.

赔偿

Seller agrees to save, defend, indemnify and hold Buyer and End-user and their respective officers and directors, parents, subsidiaries, affiliates, predecessors, successors and assigns (and their respective officers, directors, employees and agents) harmless from and against any loss, claims, liabilities, damages, costs and expenses, including attorneys' fees incurred with respect to third parties ("Damages") resulting from, based upon, or arising out of any infringement claims brought against the Basofil Technology or any portion thereof; and all actions, claims, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorneys' fees (incurred with respect to third parties), with respect to the foregoing.

卖方同意保护买方及终端用户及其相关的工作人员、管理人员、母公司、子公司、附属

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机构、继任者和受让人（及其相关工作人员、管理人员、职员和代理人）的利益，使其免于承受由于BASOFIL三聚氰胺纤维技术的部分或全部而造成的损失、赔偿、责任、损害和费用（包括相关由于相关第三方产生的律师费）。同时，卖方同意承担由于上述原因造成的任何后果、赔偿、诉讼责任、评估、判决结果和费用，包括由于相关第三方产生的律师费。

13. Right to Terminate Before Closing.

在成交前终止交易的权利

This Agreement may be terminated at any time and the transactions contemplated hereby may be abandoned at any such time upon occurrence of any of the followings prior to Closing: (a) by mutual consent of Buyer, End-user and Seller, (b) unilaterally by a non-defaulting party, if there has been a default by the other party in any material respect in the performance of any covenant herein, and such default has not been cured by the Closing Date, (c) unilaterally by a non-defaulting party, if a representation or warranty of the other party is untrue in any material respect, or (d) unilaterally by Buyer or Seller if the Closing has not taken place by January 31, 2019 (the "Termination Date"), provided that both Buyer and Seller shall first negotiate in good faith an extension of time if the Closing is delayed by Chinese governmental approval. For purpose of clarity, should Buyer take any unilateral action to terminate this Agreement pursuant to the terms in this Section, it shall present to Seller a written statement from End-user acknowledging and confirming that Buyer is instructed by End-user to terminate this Agreement.

本协议在成交前如发生如下情况之一时可随时得以终止，而协议各方也可以在放弃本次交易：（1）买方、终端用户和卖方一致同意；（2）若任何一方在履行本协议任何条款时有违约行为，且该违约行为在成交日仍未得到妥善解决，非违约方可单方面放弃交易；（3）若任何一方被发现对于重要事项有虚假陈述或保证，非违约方可单方面放弃交易；（4）交易未能在2019年1月31日当日成交时，买方或卖方可单方面放弃交易。但如果该成交延误是因中国政府审批所致时，双方有责任应首先友好协商将成交推迟。为了清晰起见，若买方单方面终止本协议，需向卖方出示终端用户的书面声明，表示知悉并确认其授权买方终止本协议。

14. Specific Performance in the Event of Any Party's Failure to Close.

如任何一方未能成交时的实际履行责任

If all the conditions precedent to the obligations of either Party to close as set forth in this Agreement have been satisfied, but the other Party shall refuse to close as provided hereof, or in the event of a material breach by any Party of its obligations hereunder which is not cured by the Closing Date, then the non-defaulting Party, in addition to any other right or remedy it may have at law or in equity, shall have the right to enforce the terms of this Agreement by decree of specific performance and be entitled to damages, as determined by a final judgment. The Parties explicitly confirm that the non-defaulting Party shall be entitled to recover all expenses incurred related to this transaction.

若协议的任一方已满足本协议规定的成交所需的条件，但另一方拒绝完成交易或任何一方发生重大的违约行为，且该违约行为在成交日仍未得到妥善解决，则守约方在保留其法律或衡平法下任何权利与补救外，应有权通过获得法院的实际履行令后强制履行本协议的具体规定且有权通过最终的判决获得损害赔偿。各方明确确认守约方应有权获得本次交易相关的所有费用的赔偿。

15. Miscellaneous.

其他

A. Exhibits. All exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.
附件。本协议的所有附件应视为本协议的一部分。

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B. Entire Agreement. This Agreement contains, and is intended as, a complete statement of all of the terms of the arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters, and cannot be changed or terminated orally.
完整的协议。本协议包含协议各方关于本协议项下的事项所有安排的条款，将取代先前的协议和关于上述事项的解读，且不得口头更改或终止。

C. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) mailed by registered mail, return receipt requested, (iii) sent by Federal Express or similar internationally recognized overnight courier service, or (iv) transmitted by fax or email with a hard copy sent within one (1) business day thereafter by any of the foregoing means, to the parties at the following addresses (or to such address as a party may have specified by notice given to the other party pursuant to this provision). Such notice shall be deemed to have been given upon the date of actual receipt or delivery, as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery, provided that if delivery is not made within the business hour of the party to be notified, then delivery is deemed to have been received on the following business day:

通知。所有的通知以及关于本协议的沟通应以书面形式呈现且通过以下方式寄送至各方指定的地址将视为送达：(1) 当面送达；(2) 通过国际认可的挂号信送达；(3) 通过联邦快递或类似的国际认可的次日送达快递公司送达；(4) 传真或电邮发送，但在一个工作日内将纸质文件复印件按前述任意一种方式寄送到以下地址。上述通知应在收件人收到或实际送达收件人之日视为送达，以通知方送达书面收据或电子确认单为准。若送达时间为非工作时间，则实际送达后一个工作日视为送达日期。

If to Buyer, to:

买方收件地址:

Dalian Ruiyitong International Trade Co., Ltd.

大连瑞亿通国际贸易有限公司

Attn: Shuang Yang

收件人: 杨爽

Rm. 2204 No.90, Luxun Road, Zhongshan District

Dalian City, Liaoning Province, China 116000

中国辽宁省大连市中山区鲁迅路90号2204室(邮编: 116000)

If to End-user, to:

终端用户收件地址:

Beijing Carinae Material Technology Co., Ltd.

北京科睿那材料科技有限公司

Attn: Mr. Li Jia

收件人: 李嘉先生

Room 906, Satellite Building, No.63 Zhichun Road,

Haidian District, Beijing, China 100083

中国北京市海淀区知春路63号卫星大厦906

If to Seller, to:

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卖方收件地址

Sparkling Dog Acquisitions, LLC

Attn: Mr. William S. Clark

1724 9th Avenue NW

Hickory, NC 28601, USA

美国北卡罗来纳州希科利市 NW 第九大道 1724 号 (邮编: 28601)

D. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

可分割性。本协议中的任何规定无效或无法执行均不影响协议中其他规定的有效性和实施, 这些规定仍具有完整的法律效力。

E. Further Assurances and Assistance. Buyer, End-user and Seller agree that each will execute and deliver to the other any and all documents, in addition to those expressly provided for herein, that may be necessary or appropriate to effectuate the provisions of this Agreement, whether before, at or after the Closing. Seller agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer and/or End-user, as the case may be, such further assignments or other written assurances as Buyer and/or End-user may reasonably request to perfect and protect End-user's title to the Basofil Technology. For avoidance of doubt, End-user shall issue its written confirmation to Seller in case End-user shall not hold the ownership title to the Basofil Technology.

进一步的保证和协助。买方、终端用户和卖方同意签署并履行本协议要求的交易完成前后需签署和执行的任何其他文件。卖方同意在交易完成后, 积极配合向买方和/或终端用户提供其为了完善和保护起对于 BASOFIL 三聚氰胺纤维技术的所有权而提出的合理的转让或其他书面保证。为了避免分歧, 若终端用户不再拥有 BASOFIL 三聚氰胺纤维技术的所有权, 则其应向卖方出示书面确认函。

F. Survival. The terms, covenants, agreements, representations and warranties contained in or made pursuant to this Agreement together with all indemnities and undertakings contained herein shall survive the Closing for two (2) years, and shall not be deemed to have been merged in any of the documents delivered at the Closing, irrespective of any investigation made by or on behalf of any party.

存续期。本协议的所有条款、约定、陈述和保证以及相关的保障和责任应在交易完成后二(2)年内仍然存在, 且即使在交易过程中出现代表任何一方进行的调查都不能将上述存续的事项纳入交易文件中。

G. Waiver. Any party may waive compliance by another with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision. Any waiver must be in writing and signed by the party waiving such provision.

豁免事项。任何一方均不需要遵守协议其他方应遵守的条款。免于遵守某项规定并不意味着可以不遵守其他规定。任何的豁免事项需由豁免方出具书面的证明并签字确认。

H. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as expressly set forth herein, nothing in this Agreement shall create or be deemed to create any third party

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beneficiary rights in any person or entity not a party to this Agreement, including any such person or entity asserting rights as a third party beneficiary with respect to environmental matters.

约束力。本协议对协议各方及其相关的继任者和指定的受让人均有约束力，适用于上述所有相关人员。除本协议另有规定外，本协议没有为任何第三方（包括因环境问题而受益的任何个人和单位）创造任何受益权。

- I. Assignment. Neither party shall transfer, assign, subcontract or delegate, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

转让。除了事先获得其他各方书面同意的情况外，协议各方均不得将本协议项下的权利和义务部分或全部转让、承包或授权给其他第三方享受和履行。

- J. Language and Counterparts. This Agreement is signed in both English and Chinese with equal effect and executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. In the event of any discrepancy, English version shall be referred to for interpretation.

语言和副本。本协议签署的版本为英文和中文，享有同等的法律效力。协议一式多份，每一份均视为协议原件，且签署后的每一份副本均视为同一份文件。若存在任何的分歧，应以英文版本为准。

- K. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

适用法律。本协议适用于中华人民共和国法律，且根据中华人民共和国法律解释，没有参考其他法律。本协议不适用于联合国国际货物销售合同公约。

- L. Arbitration. If any disputes shall arise during the performance of this Agreement, such dispute shall first be settled by the Parties through amicable negotiation. If no agreement can be reached within sixty (60) days, the dispute may be submitted to arbitration. The arbitration shall be conducted in Singapore in accordance with the arbitration rules of Singapore International Arbitration Center ("SIAC"). Each party shall be entitled to choose one arbitrator while SIAC shall choose a third arbitrator to serve as the chief arbitrator. The award given by the arbitration committee shall be final and binding on the Parties.

仲裁。若在履行本协议过程中产生任何争议，协议各方应首先通过友好协商解决争议。若在六十（60）天内无法达成一致意见，则应申请仲裁。仲裁程序应根据新加坡国际仲裁中心(SIAC)的仲裁规定在新加坡进行。各方有权选择一位仲裁员，而SIAC应选定一名第三方仲裁员作为首席仲裁员。仲裁委员会的判决为最终判决且对协议各方均有约束力。

[signature pages attached]

以下为签名页

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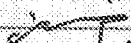
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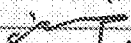
IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Rights Purchase and Transfer Agreement to be duly executed by each of their duly authorized representatives as of the Effective Date.

兹此，截至协议生效之日，协议各方已授权其代表签署该知识产权购买和转让协议。

Buyer: Dalian Ruiyitong International Trade Co., Ltd.

买方: 大连瑞亿通国际贸易有限公司

By: 

授权代表: 

Name: 

姓名: 

Title: 

职务: 



End-user: Beijing Carinae Material Technology Co., Ltd.

终端用户: 北京科睿那材料科技有限公司

By: 

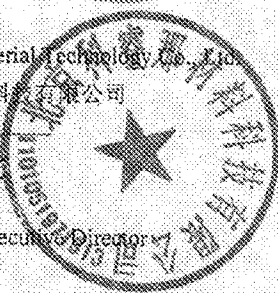
授权代表: 

Name: Li Jia

姓名: 李嘉

Title: General Manager and Executive Director

职务: 总经理兼执行董事



Seller: Sparkling Dog Acquisitions, LLC

卖方: Sparkling Dog Acquisitions, LLC

By: 

授权代表: 

Name: William S. Clark

姓名: William S. Clark

Title: Manager & President

职务: 经理兼总裁

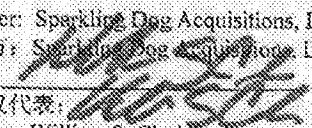


Exhibit A-1:
附件A-1
List of Patents
专利清单

Description 描述	Numbers Patent Application 数量	Issue/File Date 申请递交日期	Expiration Date 到期日	Year 年限	Maintenance Fee Payments 维护费	Opens Surcharge 开放附加费
						Closes 结束日期
Sumlin Technologies 苏姆林技术						
Nonwoven high loft flame barrier 非织造高蓬松度火焰 屏蔽物	7,259,117 10/974,395	08/21/07	09/11/22	12		08/21/18 02/22/19 08/21/19
Slackened or siliconized flame resistant fiber blends 滑动或硅系阻燃纤维 混合物	7,589,037 11/331,244	09/15/09	01/12/26	12		09/15/20 03/16/21 09/15/21
Stitchbonded inherently flame resistant fabrics 缝编自有阻燃织物	7,601,414 11/898,023	10/13/09	09/03/29	12		10/13/20 04/14/21 10/13/21

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Exhibit A-2:
附件A-2

List of Trademarks
商标权清单

(To be provided separately)
(另行提供)

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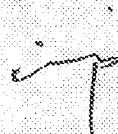


Exhibit A-3:
附件A-3
Documentation for Know-How
专有技术文件

A. Basofil Market Information

Basofil 三聚氰胺纤维的市场信息

- i. Mattress & Upholstered Furniture
床垫及软垫家具
- ii. High Temperature Filtration
高温过滤
- iii. Fire Service & Workwear
消防服务和工作服
- iv. General Marketing
总体市场状况
- v. Short Cut Fiber Development
短纤维开发
- vi. Application Test Data
应用测试数据

B. Basofil Operations, Equipment & Technical Information

Basofil 三聚氰胺纤维、设备和技术信息

- i. Equipment Operating & Maintenance Manuals
设备运作和维护手册
- ii. Technology Manuals
技术手册
- iii. Technical Reports
技术报告
- iv. Quality Procedures
质量程序
- v. Process Safety Management Procedures
过程安全管理程序
- vi. Process Safety Management General Information
过程安全管理基本信息
- vii. Raw Material Specifications (including any properties formulation
necessary for the synthesis of Basofil, such as X-21)
原材料规格 (包括 BASOFIL 三聚氰胺纤维, 如 X-21, 合成所需
的任何性能配方)
- viii. Operating Procedures (Total Job Analysis)
运作程序 (全面工作分析)
- ix. Lock Tag & Try Procedures

锁闭标签和试验程序

- x. Material Safety Data Sheets
材料安全数据表
- xi. Safety Standards
安全标准
- xii. Inspection Forms
检验表格
- xiii. Plant Drawings
工厂图纸
- xiv. Equipment Drawings
设备图纸

C. Registered Intellectual Property

已登记的知识产权

- i. Patents
专利权
- ii. Trademarks
商标权

EXHIBIT B

附件B

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT
FOR EACH ENTITY

各公司设立章程和运营协议

(To be provided separately)

(请另行提供)

Exhibit B-1: Sparkling Dog Acquisitions, LLC

附件B-1: Sparkling Dog Acquisitions, LLC

Exhibit B-2: Basofil, LLC

附件B-2: Basofil, LLC

Exhibit B-3: Sumlin Technologies, LLC

附件B-3: Sumlin Technologies, LLC

EXHIBIT C
附件C

LIST OF EXPIRED PATENTS
过期专利清单

Description 描述	Numbers Patent Application 专利申请数量	Issue/File Date 申请提交日期	Expiration Date 到期日	Year 年限	Maintenance Fee Payments 维护费
					Opens Surcharge 开放附加费
					Closes 结束日期
Basofil 三聚氰胺					
Nonwoven high loft flame barrier 非织造高蓬松度火焰屏蔽物	HK 1072084	05/15/09	06/14/25		NOT PAID 未支付
Flameproof fabrics based on melamine resin fibers 基于密胺树脂纤维的阻燃纤维	6,297,178 09/171,825	10/02/01	10/27/18		NOT PAID 未支付
Fire escape blanket and other melamine resin containing compositions and products with fire blocking properties 防火毯和其他包含阻燃性能合成物和产品的密胺树脂	6,489,256 09/036,513	12/03/02	03/06/18		NOT PAID 未支付
Comfort melamine fabrics and manufacturing process 舒适密胺织物和生产过程	5,849,648 08/845,555	12/15/98	04/24/17		PAID IN FULL 全额支付
Fiber blend 纤维混合物	5,560,990 08/433,508	10/01/96	05/12/15		PAID IN FULL 全额支付
Samlin Technologies 苏姆林技术					
Flame resistant gypsum wall board 阻燃石膏墙纸	61/422,568	12/13/10			Application abandoned 放弃应用

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Endothermic powder blends
吸热粉混合物

61/445,724

02/23/11

Application abandoned
放弃应用

EXHIBIT D
附件D

LIST OF DELIVERABLES BY SELLER
卖方可移交的材料清单

No 序号	Description 名称	Date of Delivery by Seller 卖方移交日期	Date of Receipt by Buyer 买方接收日期
1	List of Patents 专利清单		
2	List of Trademarks 商标权清单		
3	List of documentation for Know-How 专有技术文件清单		
4	Articles of Organization, Operating Agreement and Resolutions for Sparkling Dog Acquisitions, LLC Sparkling Dog Acquisitions, LLC 的设 立章程、运营协议和决议		
5	Articles of Organization, Operating Agreement and Resolutions for Basofil, LLC Basofil, LLC 的设立章程、运营协议 和决议		
6	Articles of Organization, Operating Agreement and Resolutions for Sumlin Technologies, LLC Sumlin Technologies, LLC 的设立章 程、运营协议和决议		
7	List of Expired Patents 过期专利清单		
8	Bill of Sale and Assignment for Seller to transfer to Buyer title to the Basofil Technology 卖方销售和转让三聚 Basofil 氰胺纤 维技术给买方的凭据		

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EXHIBIT E

附件E

CRITERIAS FOR SUCCESSFUL LAUNCH OF PRODUCTION

成功投入生产的标准

Successful launch of fiber production is defined as producing 2,000 pounds of each class of baled fiber, Merge 80 and Merge 100, that meet the specifications shown below, as tested and verified by independent third parties and achieving certain production standards as shown below.

成功投入纤维生产的定义为：符合以下规格，每类成捆纤维（Merge 80和 Merge 100）生产2,000磅，且由独立第三方检测验证达到下述特定生产标准。

Basofil® Merge 80

Specific properties

特定属性

	Averages 平均值
Fiber Denier 纤维纤度	2.2, variable
Elongation at Break (%) 断裂延伸率	17
Tenacity (grams/denier) 韧性 (克/纤度)	2.0
Limiting Oxygen Index (%) 极限氧指数	32
Moisture Regain (% @ 23°C & 65% RH) 回潮率	5
Density (grams/cc) 密度 (克/立方厘米)	1.4
Hot Air Shrinkage (% @ 1 hr @ 200°C) 热风收缩率	<1

Basofil® Merga 100

Specific properties

特定属性

Averages

Fiber Denier

纤维纤度

2.4, variable

Elongation at Break (%)

断裂延伸率

11

Tenacity (grams/denier)

韧性 (克/纤度)

2.0

Limiting Oxygen Index (%)

极限氧指数

32

Moisture Regain (% @ 23°C & 65% RH)

回潮率

5

Density (grams/cc)

密度 (克/立方厘米)

1.4

Hot Air Shrinkage (% @ 1 hr @ 200°C)

热风收缩率

<1

Production standards

生产标准

Yield: 90%*

产量:

Throughput: equal to or greater than 365 pounds per hour of finished baled fiber for any hour during the commissioning period

生产力: 试运转阶段每个小时生产的成捆纤维成品等于或大于365磅。

* Please see Schedule I to Exhibit E on Yield

产量详见附件E的列表I

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SCHEDULE I TO EXHIBIT E

附件E的列表1

YIELD CALCULATION MODEL

产量计算模型

conversion weight loss (evolution of water & formaldehyde)	36%
转换失重率 (水和甲醛的演化)	
reactor throughput (lbs/hr)	570
反应器生产率 (磅/小时)	
target yield	90%
目标产量	
achieving steady state (hrs)	
达到稳定状态 (小时)	
total commissioning period run time	96
试运转阶段的总运行时间	
start-up to achieve reactor steady state ①	
启动达到反应器稳定状态	
spin-out	-3
回转	
fiber curing & conversion	-3
纤维固化和转化	
inventory draw down	-9
库存减少	
reactor steady state run time	81
反应器稳定状态运行时间	
raw materials consumed during steady state	46,170
稳定状态阶段原材料消耗	
target pounds of fiber produced	26,594
纤维生产目标磅数	
yield calculation	
产量计算	
fiber produced (lbs)	26,594
纤维产量 (磅)	
raw materials consumed (lbs)	46,170
原材料消耗量 (磅)	
net raw materials (lbs after conversion weight loss)	29,549
净原材料 (转换失重率后, 单位: 磅)	
Yield	90%
产量	

- ① Steady state shall be achieved when the process has produced resin in the target viscosity range for one hour continuously
树脂在目标粘度范围内持续生产一小时后, 将达到稳定状态。

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