

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6094216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPTRICON ENTWICKLUNGSGESELLSCHAFT FUR OPTISCHE TECHNOLOGIEN MBH	10/17/2018
RECEIVING PARTY DATA	
Name:	BRILLANT 3006. GMBH
Street Address:	C/O K&L GATES LLP
Internal Address:	MARKGRAFENSTRABE 42
City:	BERLIN
State/Country:	GERMANY
Postal Code:	10117
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10180400
CORRESPONDENCE DATA	
Fax Number:	(203)323-1800
<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:	(203) 323-1800
Email:	pto@gordonjacobson.com
Correspondent Name:	GORDON & JACOBSON, P.C.
Address Line 1:	60 LONG RIDGE ROAD
Address Line 2:	SUITE 407
Address Line 4:	STAMFORD, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	CHE-10,180,400
NAME OF SUBMITTER:	DAVID P. GORDON
SIGNATURE:	/David P. Gordon/
DATE SIGNED:	05/06/2020
Total Attachments: 334	
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Deed No. 779/2018.MS

Only one side of each sheet has been used in this deed.



EXECUTED

in Berlin, on 17 October 2018

Before the undersigned
Notary

Dr. Matthias Santelmann

in the district of the Court of Appeals in Berlin,
Markgrafenstraße 33, 10117 Berlin,

appeared today:

1. **Mr. Volker Plickert**,
born on 12 February 1958,
resident at Jochen-Friedrich-Steege-Siedlung 30, 14656 Brieselang, Germany,
who identified himself with official identification card with photograph,

acting both

a) in his own name

and

b) as attorney-in-fact based on the written power of attorney with exemption from the restrictions pursuant to section 181 of the German Civil Code (BGB) dated 15 October 2018 for and on behalf of Mr. **Mathias Grumm**, born on 14 December 1955, resident at Müggelseedamm 228, 12587 Berlin, Germany;

a copy of the power of attorney was available during notarization and will be attached as **Appendix**;

2. Mr. **Lutz Melchior**,
born on 7 March 1964,
resident at Griinstadter Weg 18, 12559 Berlin, Germany,
who identified himself with official identification card with photograph;

3. Mr. **Christian Seegers**,
born on 17 April 1976,
resident at Heidelberger StraBe 27, 14612 Falkensee,
who identified himself with official identification card with photograph,

not acting in his own name but as attorney-in-fact based on the notarized power of attorney with exemption from the restrictions pursuant to section 181 of the German Civil Code (BGB) dated 17 October 2018 for and on behalf of **VC Fonds Technologie Berlin GmbH** with its seat in Berlin, registered with the commercial register of the local court of Charlottenburg, Germany, under HRB 111014 B, business address Bundesallee 210, 10719 Berlin, Germany;

the original of the power of attorney was available during notarization and a certified copy of it will be attached as **Appendix**;

4. Mr. **Karsten Haesen**,
born on 7 January 1966,
with business address at Kurfürstendamm 119, 10711 Berlin, Germany,
who identified himself with official identification card with photograph,

not acting in his own name but as sole member of the board with sole power of representation for and on behalf of **Ventegis Capital AG** with its seat in Berlin, registered with the commercial register of the local court of Charlottenburg, Germany, under HRB 57882 B, business address Kurfürstendamm 119, 10711 Berlin, Germany;

upon today's inspection of the electronic commercial register, the Notary certifies the representation and existence as described;

5. Mr. **Andreas Menge**,
born on 8 November 1983,
with business address at MarkgrafenstraBe 42, 10117 Berlin, Germany,
personally known,

not acting in his own name but as attorney-in-fact based on a written power of attorney with sole exemption from the restrictions of section 181 of the German Civil Code (BGB) for and on behalf of **Brillant 3006. GmbH** with its seat in Berlin, registered with the commercial register of the local court of Charlottenburg, Germany, under HRB 199965 B, business address c/o K&L Gates LLP, MarkgrafenstraBe 42, 10117 Berlin, Germany;

the Notary confirmed that on 16 October 2018 (Roll of Deed No. 774/2018 MS, Notary Dr. Matthias Santelmann, Berlin, Germany), Mr. Sperzel who signed the power of attorney was appointed managing director by shareholders' resolution, that he was granted sole power of representation and that he was exempted from the restrictions of section 181 of the German Civil Code (*BGB*). Mr. Sperzel's appointment as managing director was submitted for registration in the commercial register on the same day (Roll of Deed No. 775/2018 MS, Notary Dr. Matthias Santelmann, Berlin, Germany).

The original of the power of attorney was present during notarization. A certified copy of it will be attached as **Appendix**.

The persons appearing requested this deed to be recorded in the English language. The Notary who is in sufficient command of the English language ascertained that the persons appearing are also in sufficient command of the English language. After having been instructed by the Notary the persons appearing waived the right to be assisted by a sworn interpreter and to obtain a certified translation of this deed.

The Notary explained to the persons appearing the prohibition to act as notary pursuant to Section 3 para. 1 sentence 1 no. 7 German Authentication Act (*Beurkundungsgesetz*). The persons appearing denied his question whether there was a prior involvement excluding his ability to perform the notarial duties.

The appearing persons now asked the notary to have the attached hereto recorded.

The parties waived to have annexes constituting documents within the meaning of Section 14 German Authentication Act (*Beurkundungsgesetz*) read aloud. Instead, these documents were presented to them for their review and signed by them on each page. Furthermore, the parties also waived to have annexes attached for documentary purposes only read aloud to them.

This deed as well as all other annexes referenced therein were read aloud by the Notary to the persons appearing.

The persons appearing then approved the deed together with all annexes in their entirety and the deed was then signed personally by them and the Notary as follows:

gez. A. Menge

gez. V. Plickert

gez. Lutz Melchior

gez. C. Seegers

gez. Karsten Haesen

gez. Santelmann, Notar

L. S.

- (1) **Brillant 3006. GmbH**
- (2) **Lutz Melchior**
- (3) **Volker Plickert**
- (4) **Mathias Grumm**
- (5) **Ventegis Capital AG**
- (6) **VC Fonds Technologie Berlin GmbH**

Share Purchase Agreement
Project Literacy

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SHARE PURCHASE AGREEMENT

This share purchase agreement is entered into on this 17 October 2018 by and between:

1. **Lutz Melchior**, Gründstadter Weg 18, 12559 Berlin

(Seller 1)

2. **Volker Plickert**, Jochen-Friedrich-Steege-Siedlung 30, 14656 Brieselang

(Seller 2)

3. **Mathias Grumm**, Müggelseedamm 228, 12587 Berlin

(Seller 3)

4. **Ventegis Capital AG**, a German stock corporation (Aktiengesellschaft) incorporated and existing under the laws of the Federal Republic of Germany, having its registered office at Kurfürstendamm 119, 10711 Berlin, registered with the commercial register (*Handelsregister*) of the local court of Berlin-Charlottenburg under registration no. HRB 57882B.

(Seller 4)

5. **VC Fonds Technologie Berlin GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and existing under the laws of the Federal Republic of Germany, having its registered office at Bundesallee 210, 10719 Berlin, registered with the commercial register (*Handelsregister*) of the local court of Berlin-Charlottenburg under registration no. HRB 111014B.

(Seller 5)

- Seller 1 and Seller 2 each a **Founder** and together the **Founders** -

- Seller 1 through Seller 5 each a **Seller** and together the **Sellers** -

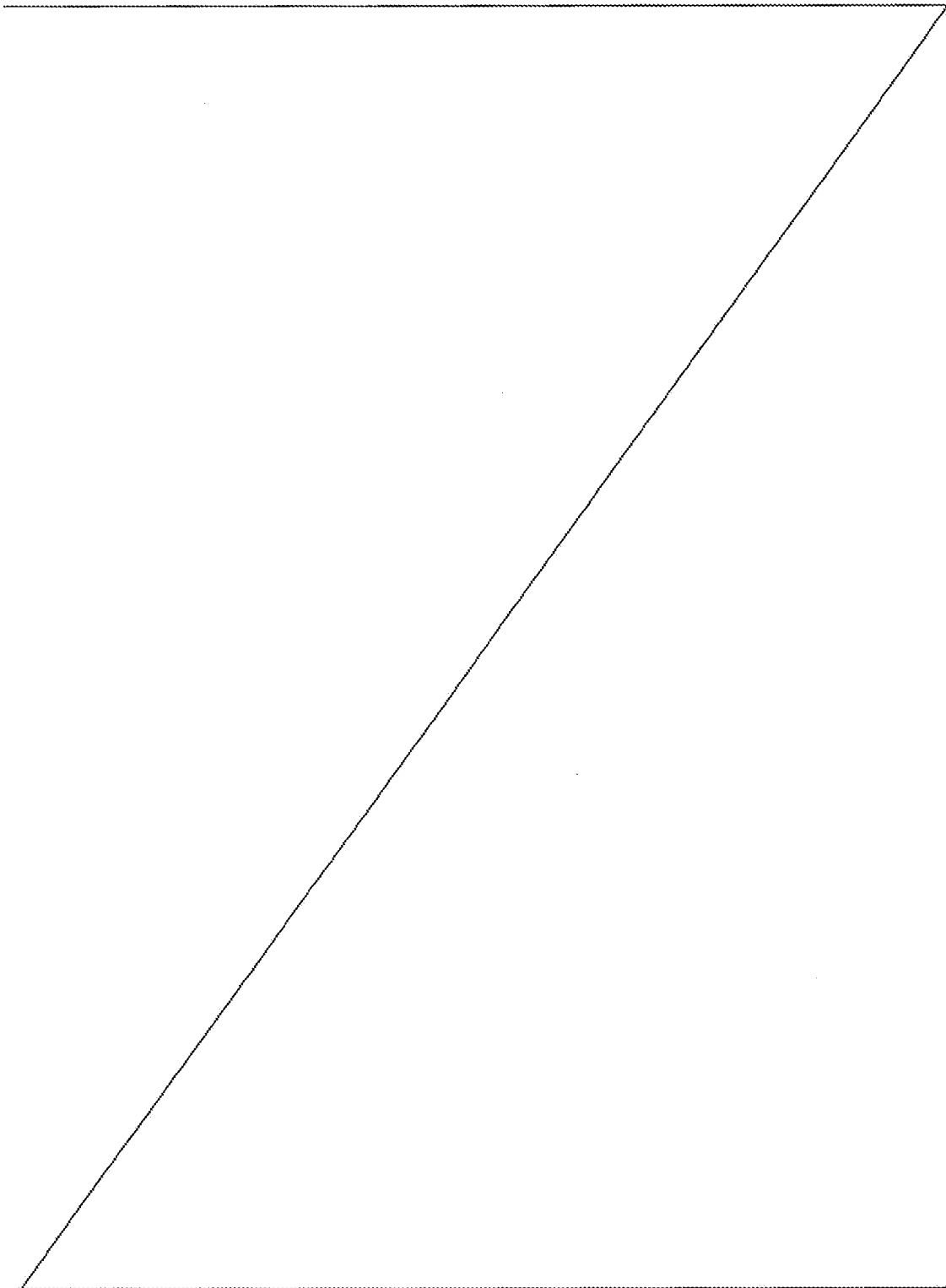
and

6. **Brillant 3006. GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and existing under the laws of the Federal Republic of Germany, having its registered office at c/o K&L Gates LLP, Markgrafenstraße 42, 10117 Berlin, registered with the commercial register (*Handelsregister*) of the local court of Berlin-Charlottenburg under registration no. HRB 199965B.

(Purchaser)

and

- each Seller and the Purchaser individually a **Party** and collectively the **Parties**.



PREAMBLE

- (A) The Sellers are the sole shareholders of optricon Entwicklungsgesellschaft für Optische Technologien mbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and existing under the laws of the Federal Republic of Germany, having its registered office at Berlin, registered with the commercial register (*Handelsregister*) of the local court of Berlin under registration no. HRB 97481 B (the **Company**).
- (B) The Company is an original equipment manufacturer active in the research, development, manufacturing and the distribution of devices for the quantitative analysis of immunological rapid tests, known generically as lateral flow assays (*LFAs*), including in particular the opTrilyzerMed and the CubeReader (each product researched, developed, manufactured or distributed by the Company a **Product** and jointly the **Products**) that are suitable for point of care application and work independent of an external computer. The Products include functions such as measuring processes, and displaying, saving and printing results. The applications for these devices include, but are not limited to human diagnostics, veterinary diagnostics, food testing, and industrial testing (the business described in this entire Preamble (B) hereafter the **Business**).
- (C) The Purchaser is a wholly-owned subsidiary of Chembio Diagnostics, Inc., USA, which develops, manufactures, and commercializes point-of-care diagnostic tests that are used to detect or monitor diseases.
- (D) The Sellers have decided to sell and transfer to the Purchaser all shares in the Company and the Purchaser has decided to purchase and acquire these shares (the **Transaction**), on the terms and conditions set out in this agreement (this **Agreement**).

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2. **SALE, PURCHASE AND TRANSFER OF THE SOLD SHARES**

2.1 Subject to the terms and conditions set forth herein, the Sellers hereby sell (*verkaufen*) to the Purchaser, and the Purchaser hereby purchases (*kaufen*) from the Sellers, the respective Sold Shares.

■ [REDACTED]

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5.4 Title in Sold Shares

- (a) The Sold Shares constitute the entire issued and outstanding share capital of the Company.
- (b) The respective Seller is the sole legal and beneficial owner of the respective Sold Shares. The contributions on the respective Sold Shares have been fully paid in and have not been repaid or returned in whole or in part, whether openly (often) or hidden (*verdeckt*). The respective Sold Shares are non-assessable (*nicht nachschusspflichtig*).
- (c) The respective Sold Shares are free and clear of any liens, encumbrances or other rights of third parties and there are no pre-emptive rights, rights of first refusal, options or other rights of any third party to purchase or acquire any of the respective Sold Shares, in each case except for rights provided under statutory Law or the Company's articles of association.

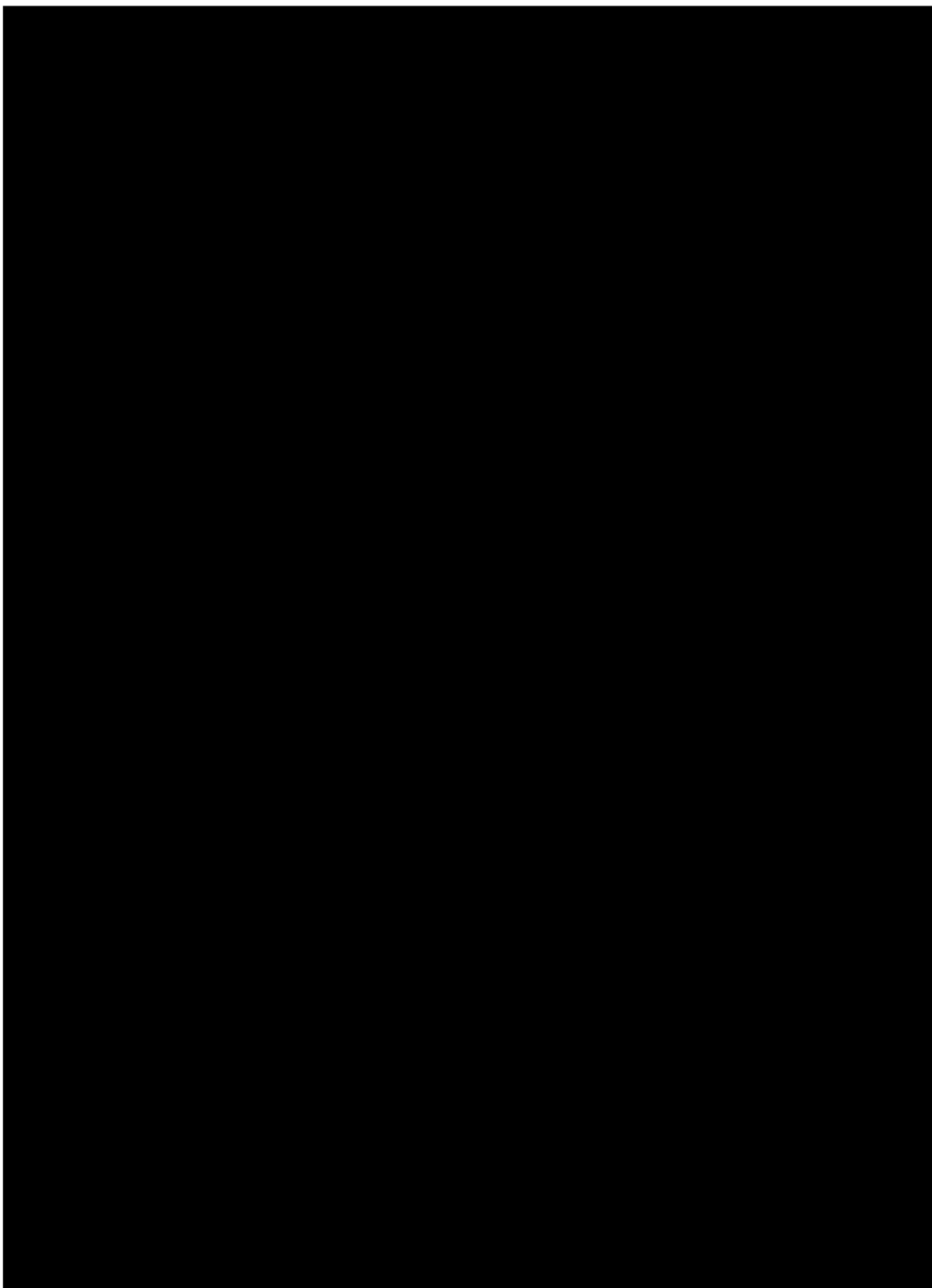
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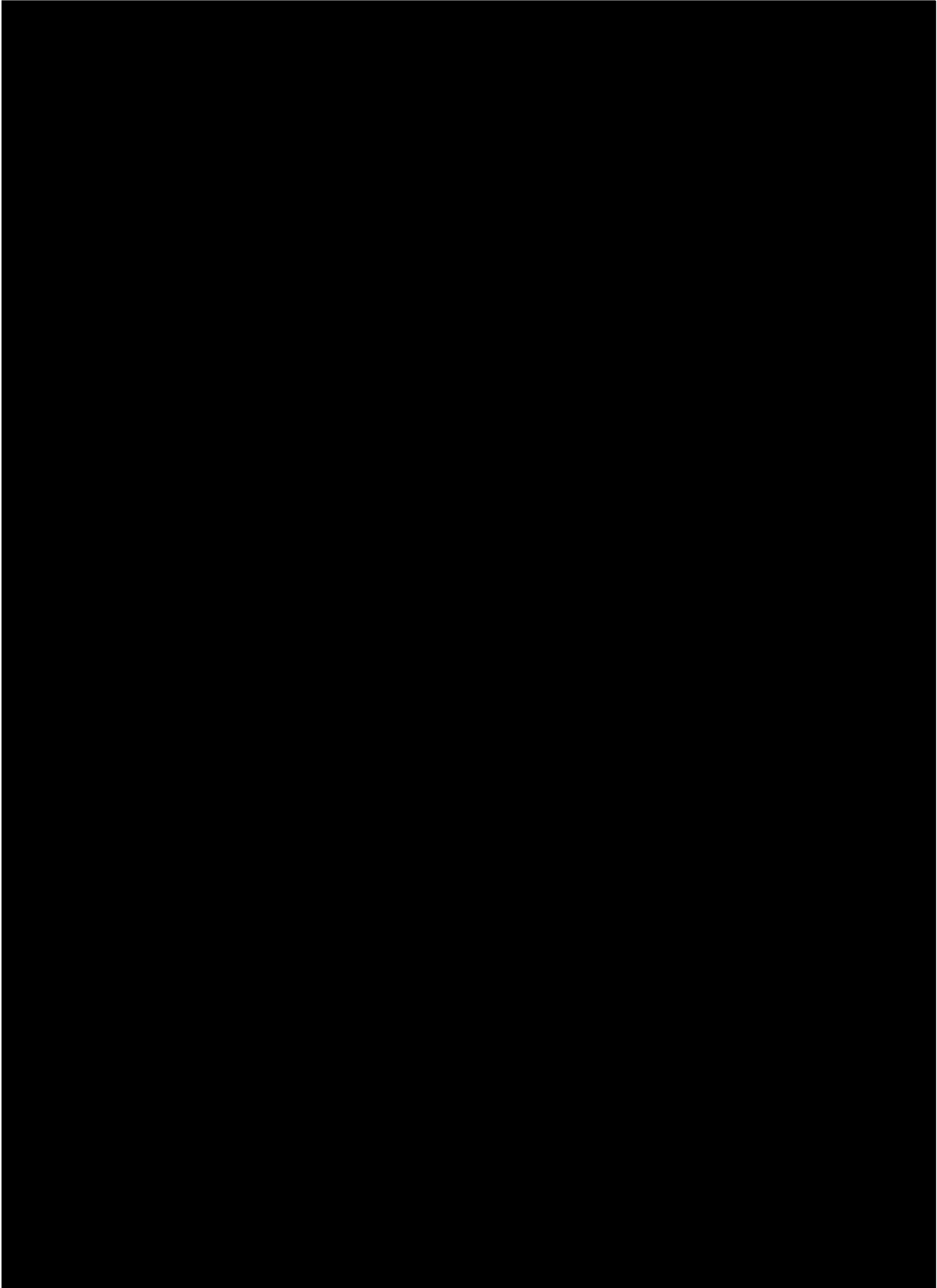
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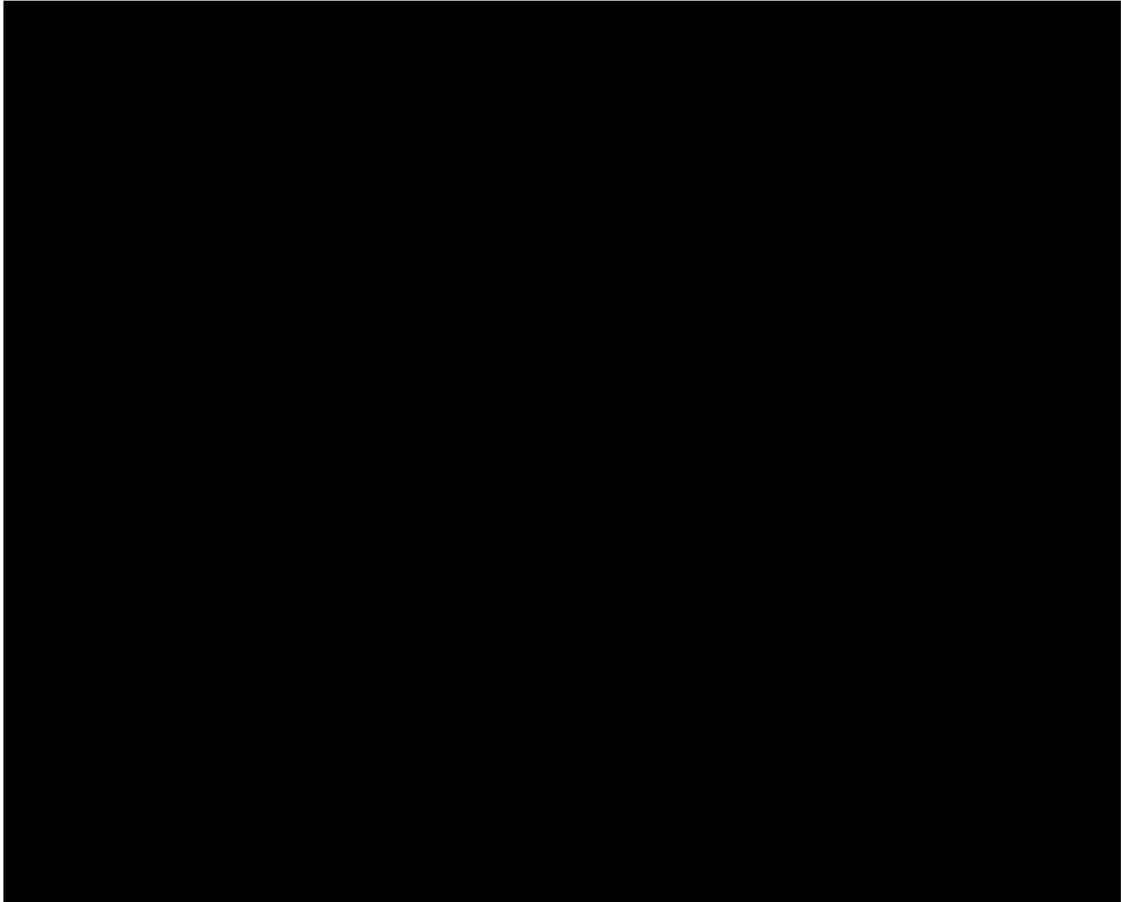


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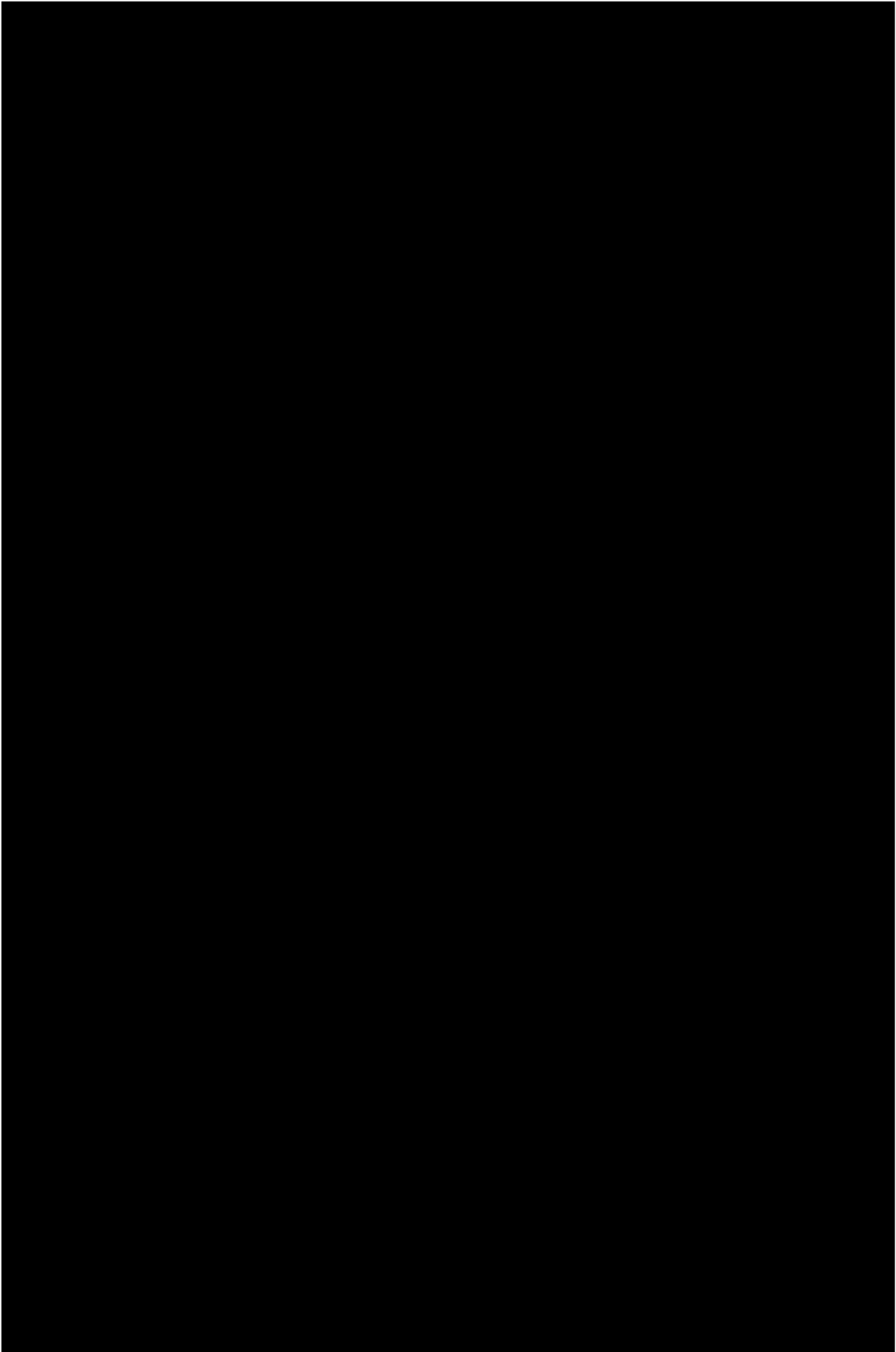
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5.9 Intellectual Property Rights and IT Systems

- (a) The Company owns the registered and non-registered Intellectual Property Rights (in particular patents and rights in software including source and object code, documentation and development environment) listed in Exhibit 5.9(a) (collectively the **Sold Intellectual Property Rights**). The Sold Intellectual Property Rights together with the Intellectual Property Rights validly licensed to the Company are, except as set forth in Exhibit 5.9(c), all Intellectual Property Rights which are used in or necessary for the conduct of the business of the Company as it is conducted on the Signing Date.
- (b) Except as set forth in Exhibit 5.9(b), all such Sold Intellectual Property Rights are valid and the Company is the unrestricted legal and beneficial owner of the Sold Intellectual Property Rights. The Company may freely dispose of and has unrestricted usage and exploitation rights with regards to all Sold Intellectual Property Rights except for such non-exclusive usage rights granted to customers of the Company in the course of the usual commercial distribution of the Products. No Sold Intellectual Property Right qualifies as Open Source Software. The Sold Intellectual Property Rights are free and clear of any liens, encumbrances or other rights of third parties and there are no pre-emptive rights, rights of first refusal, options or other rights of any third party to purchase or acquire any of such Sold Intellectual Property Rights.



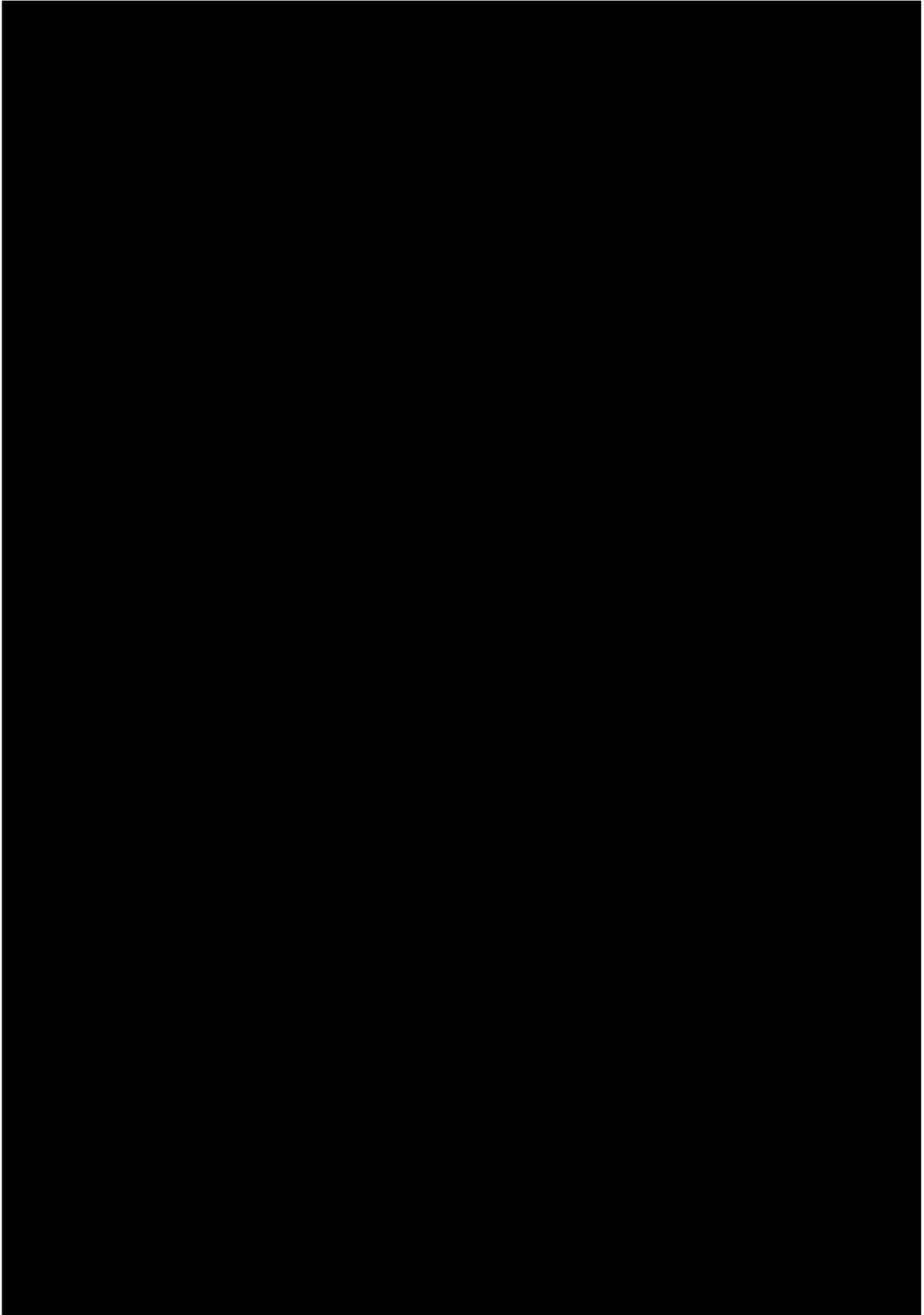
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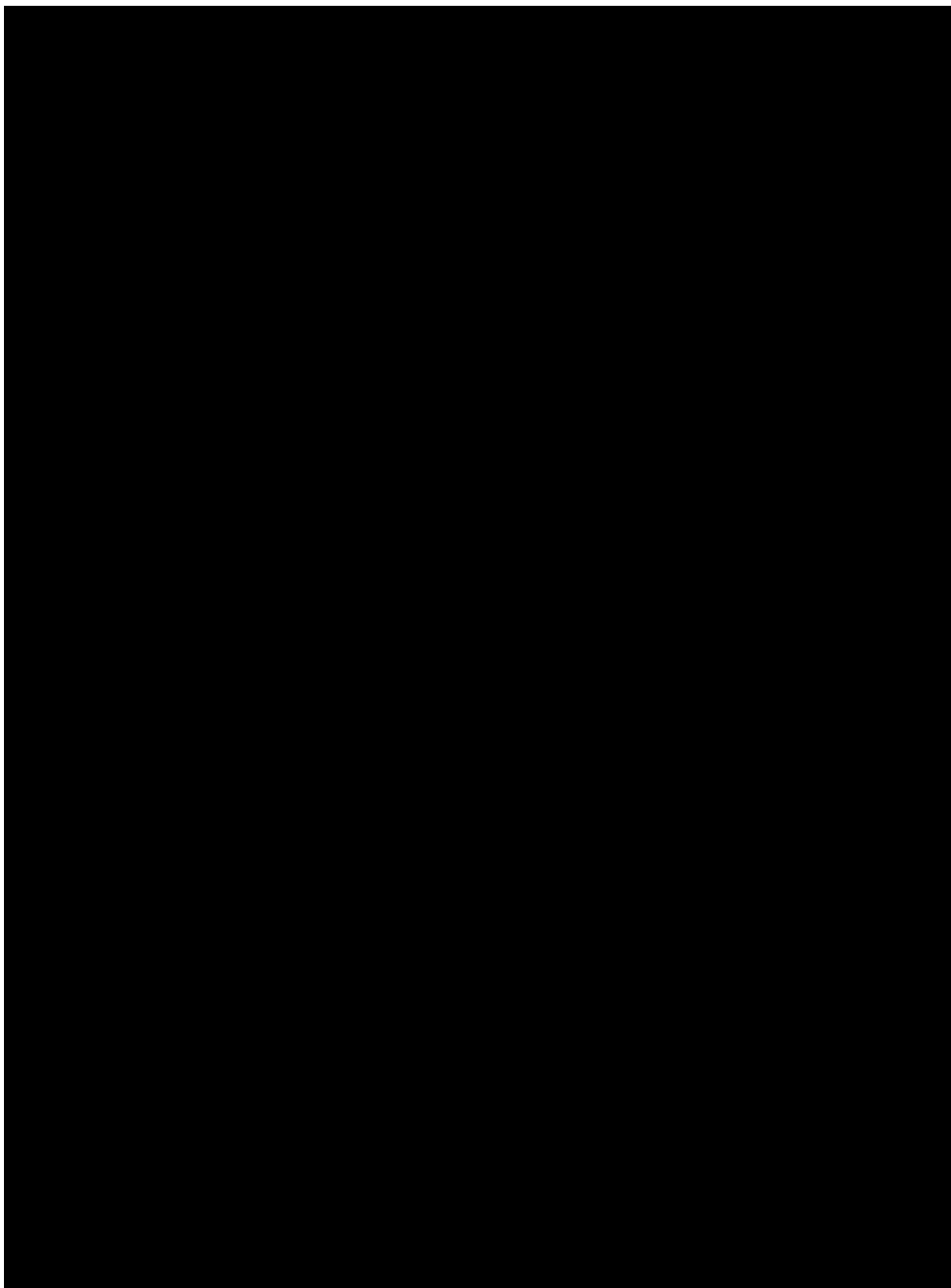
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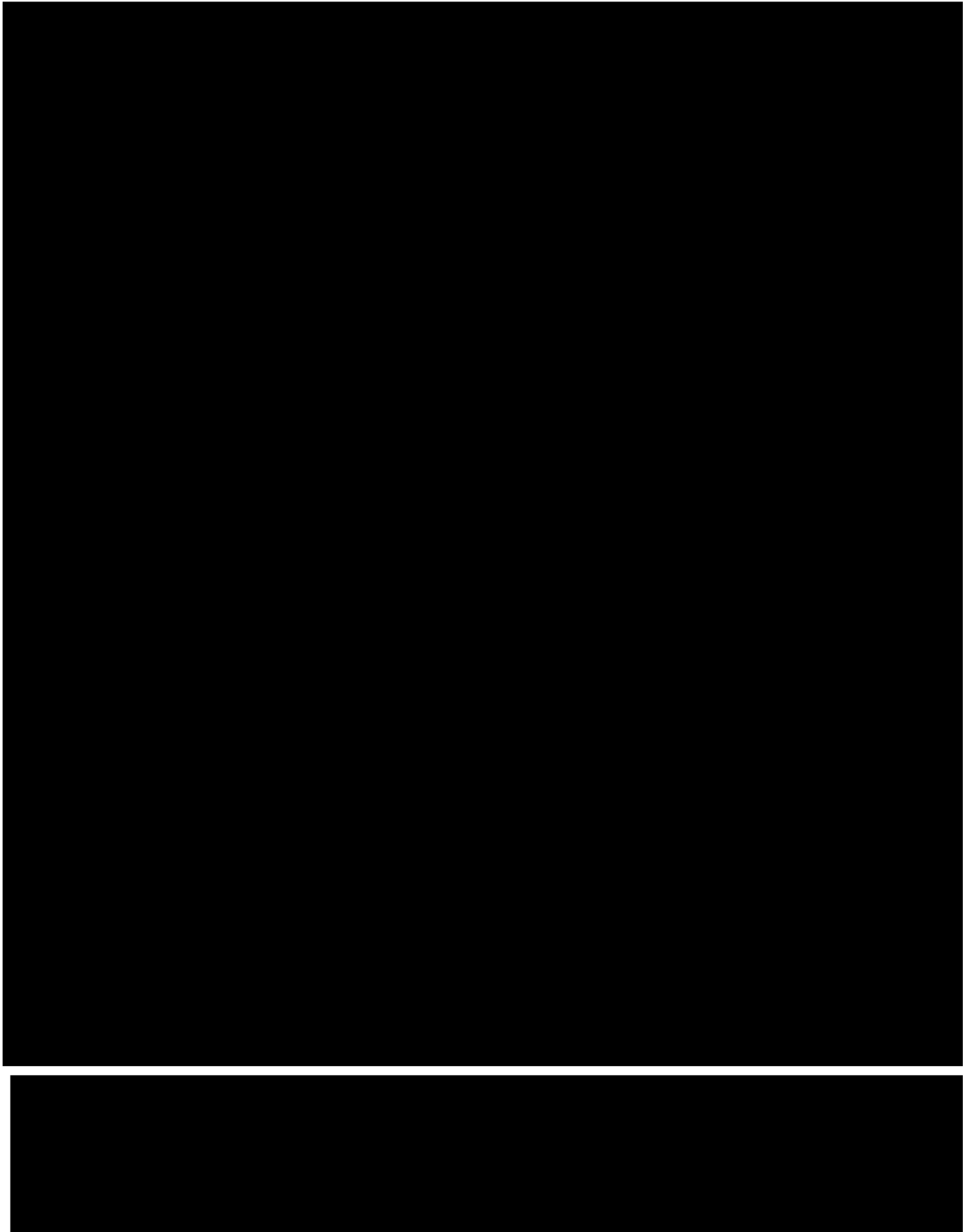
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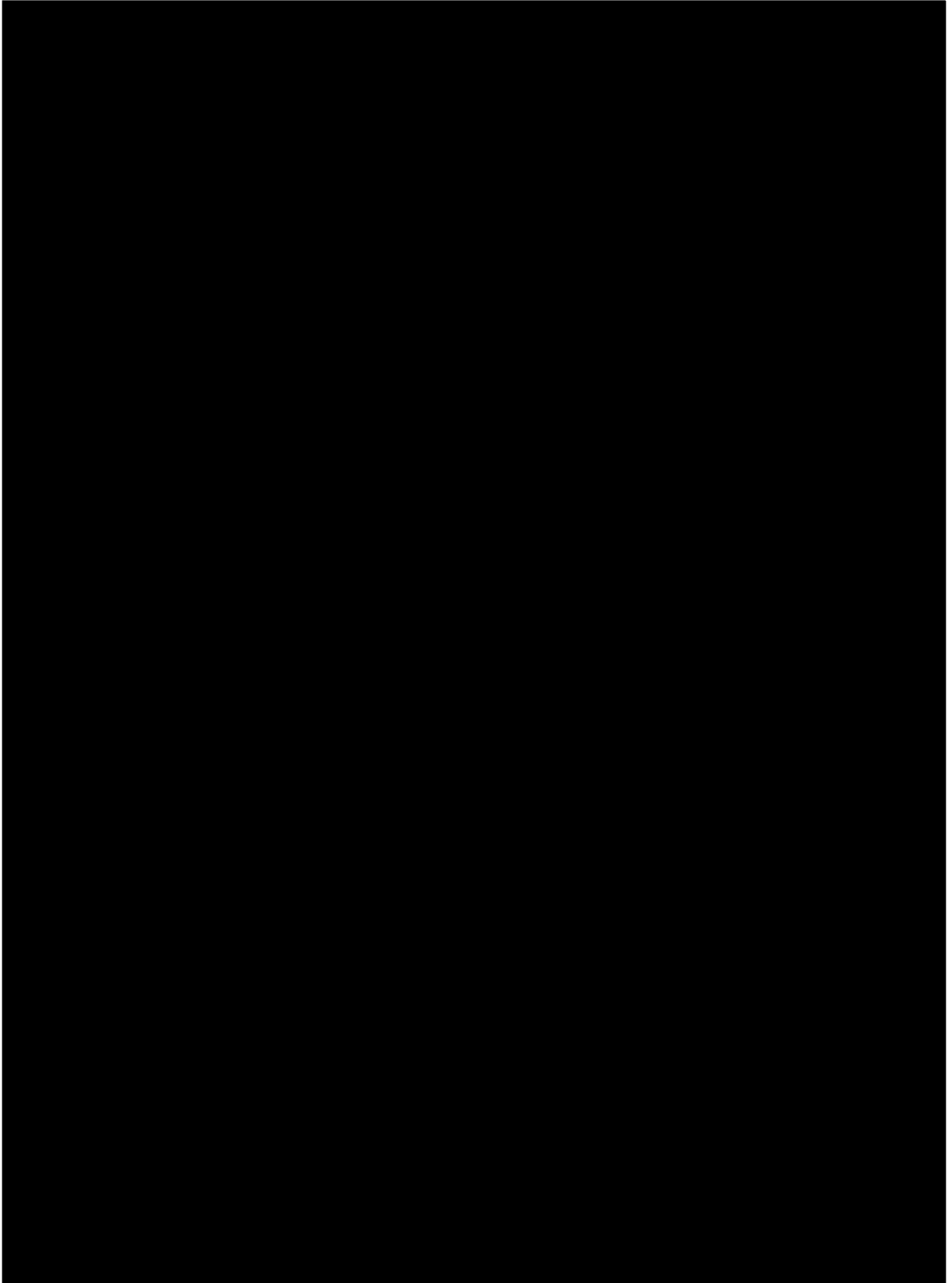
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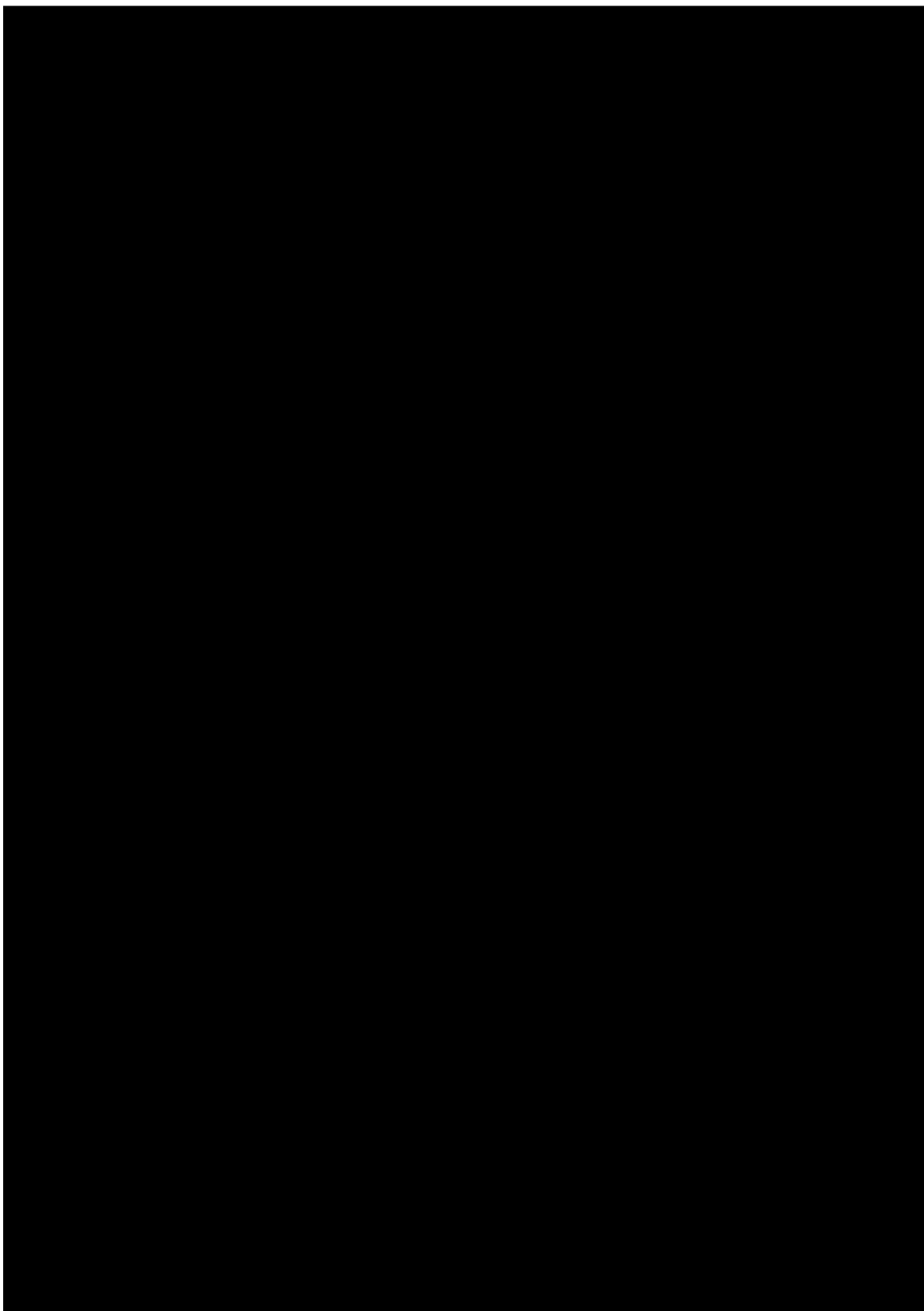
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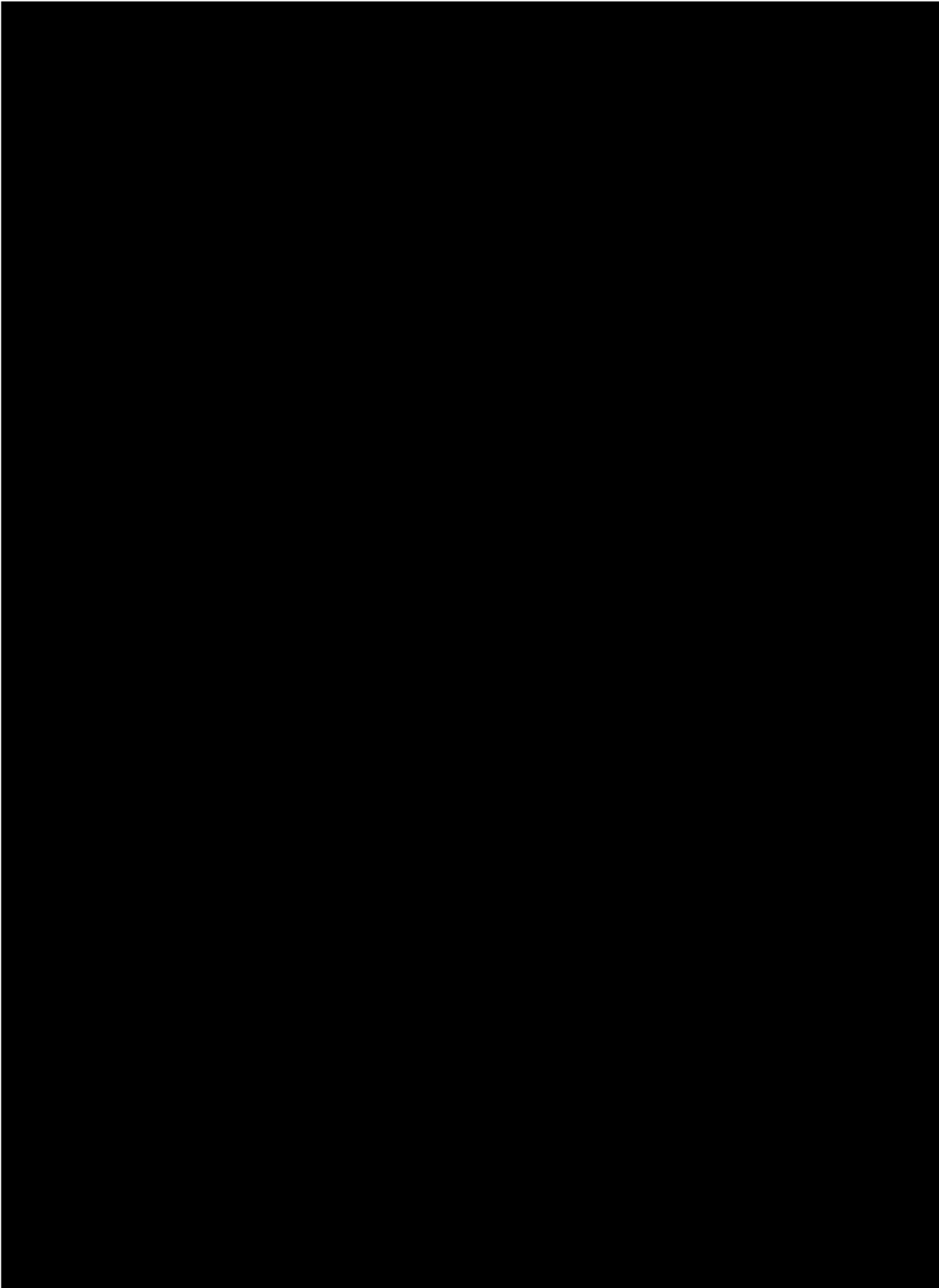
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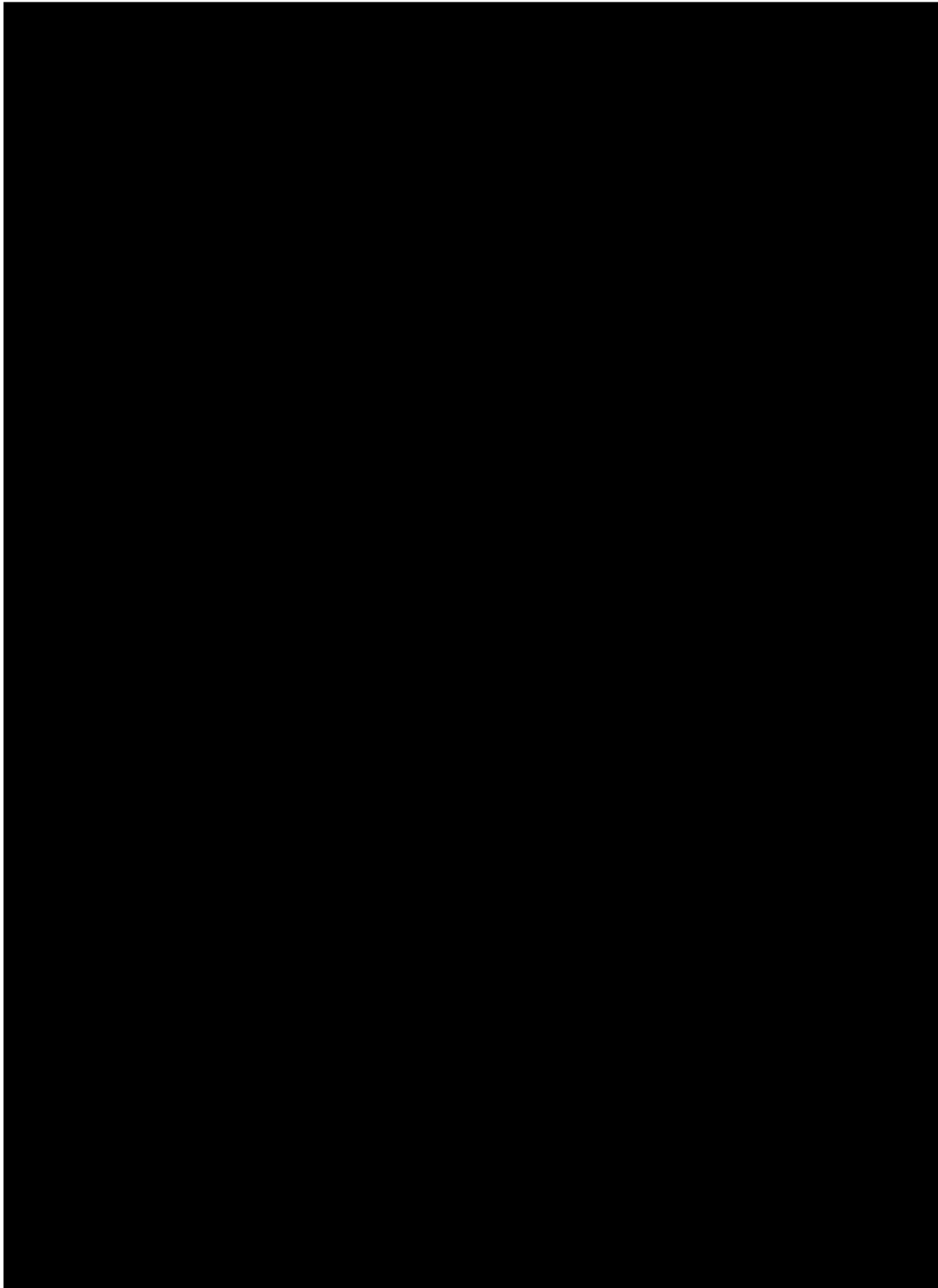
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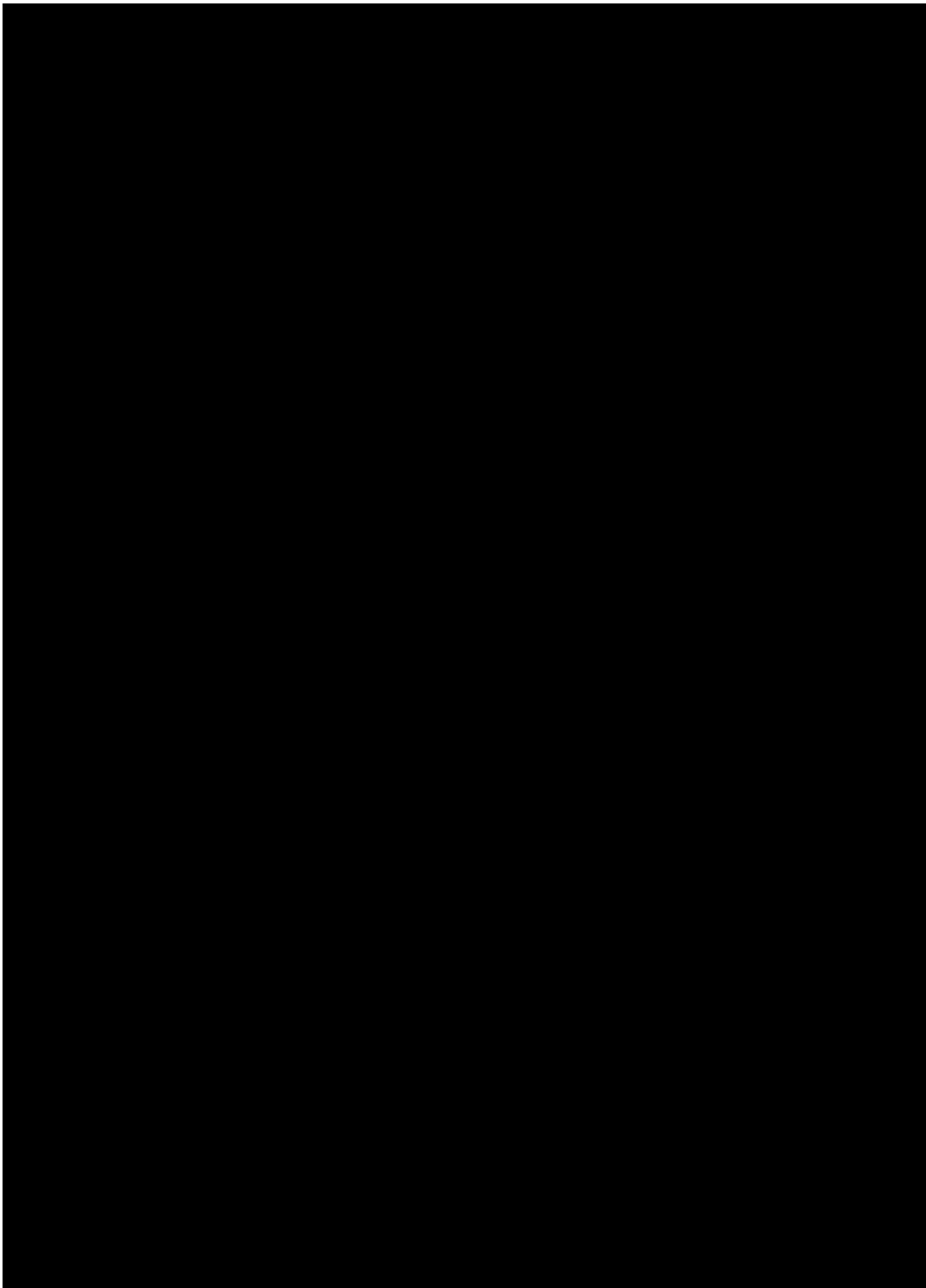
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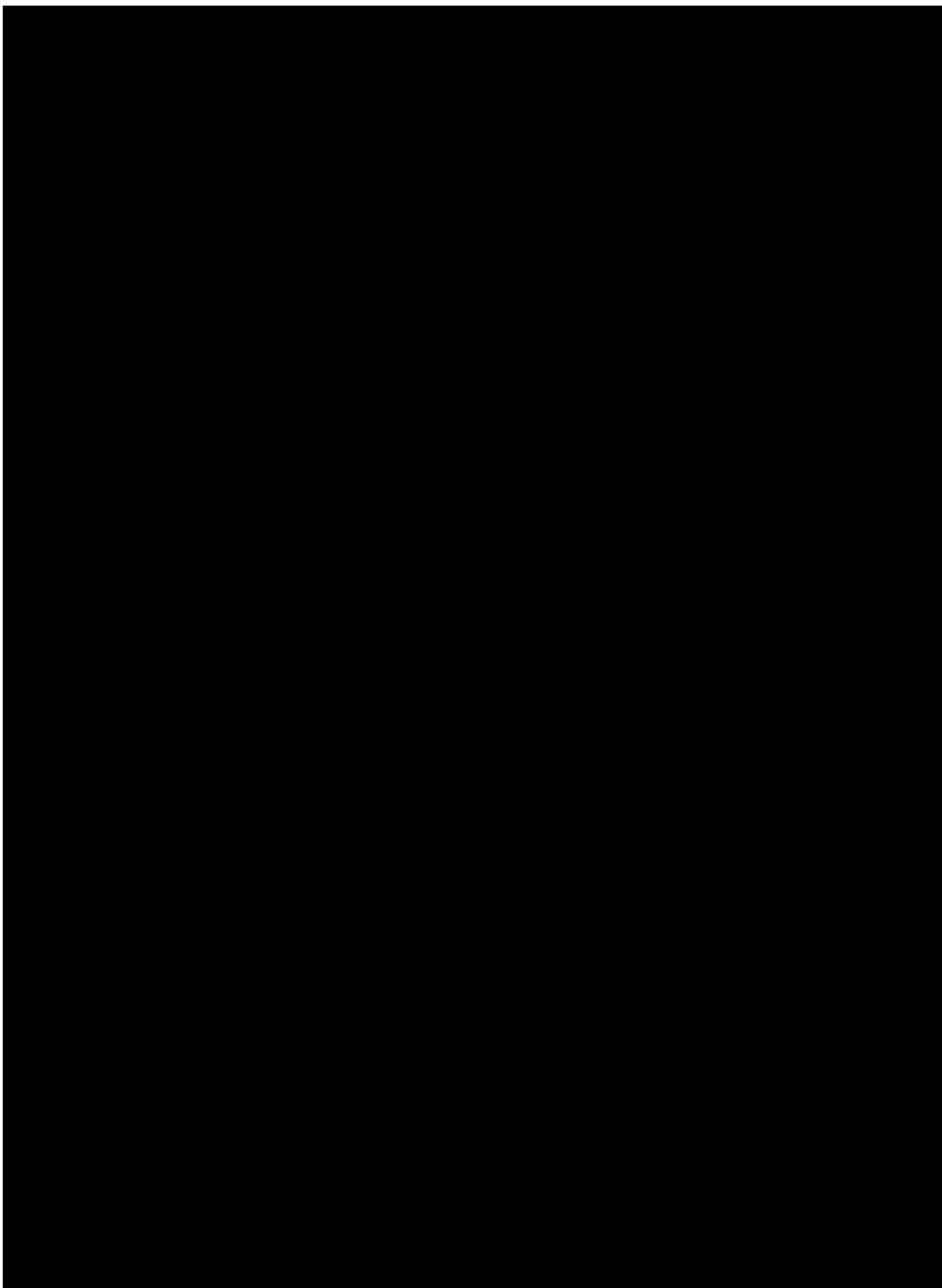
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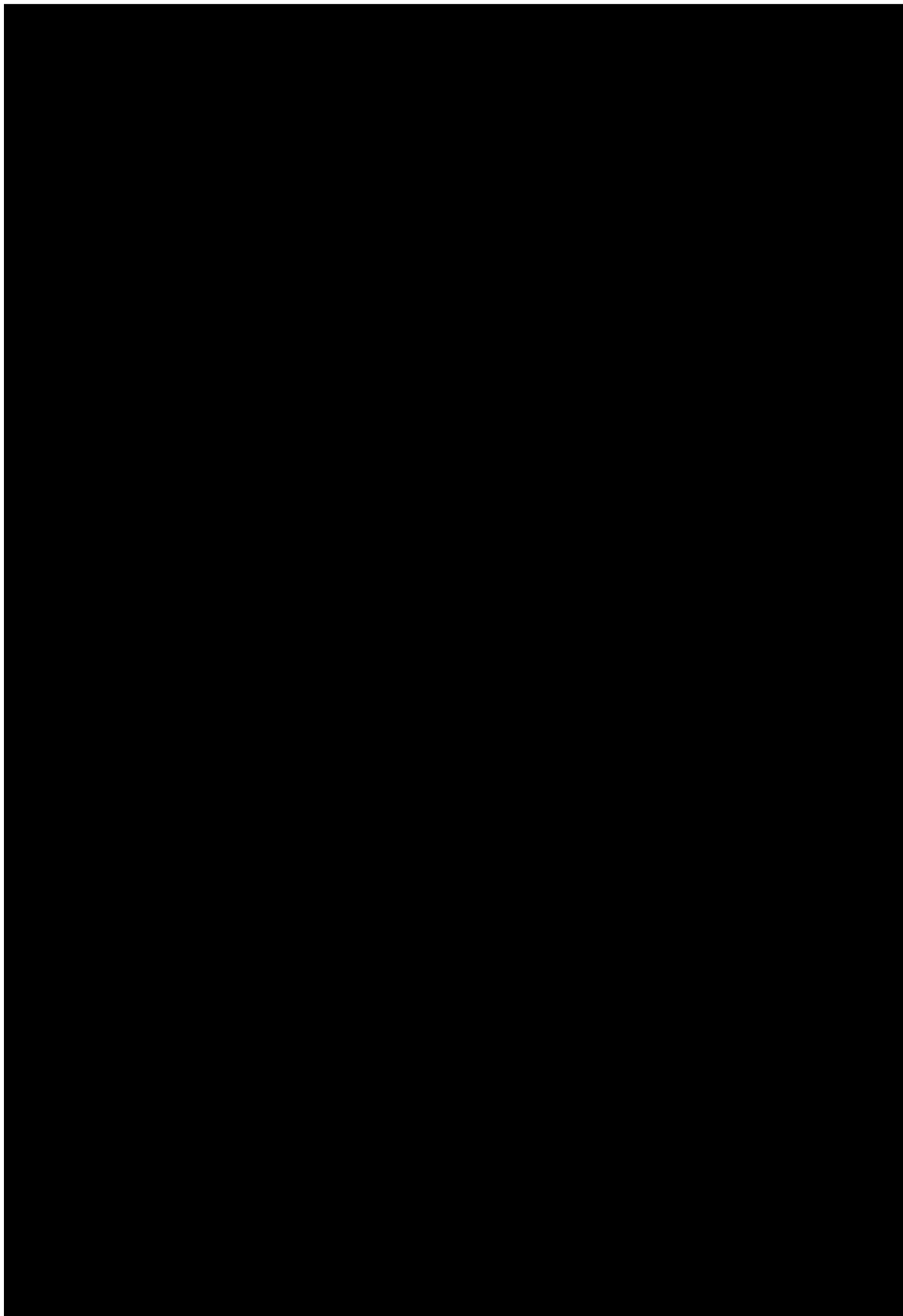
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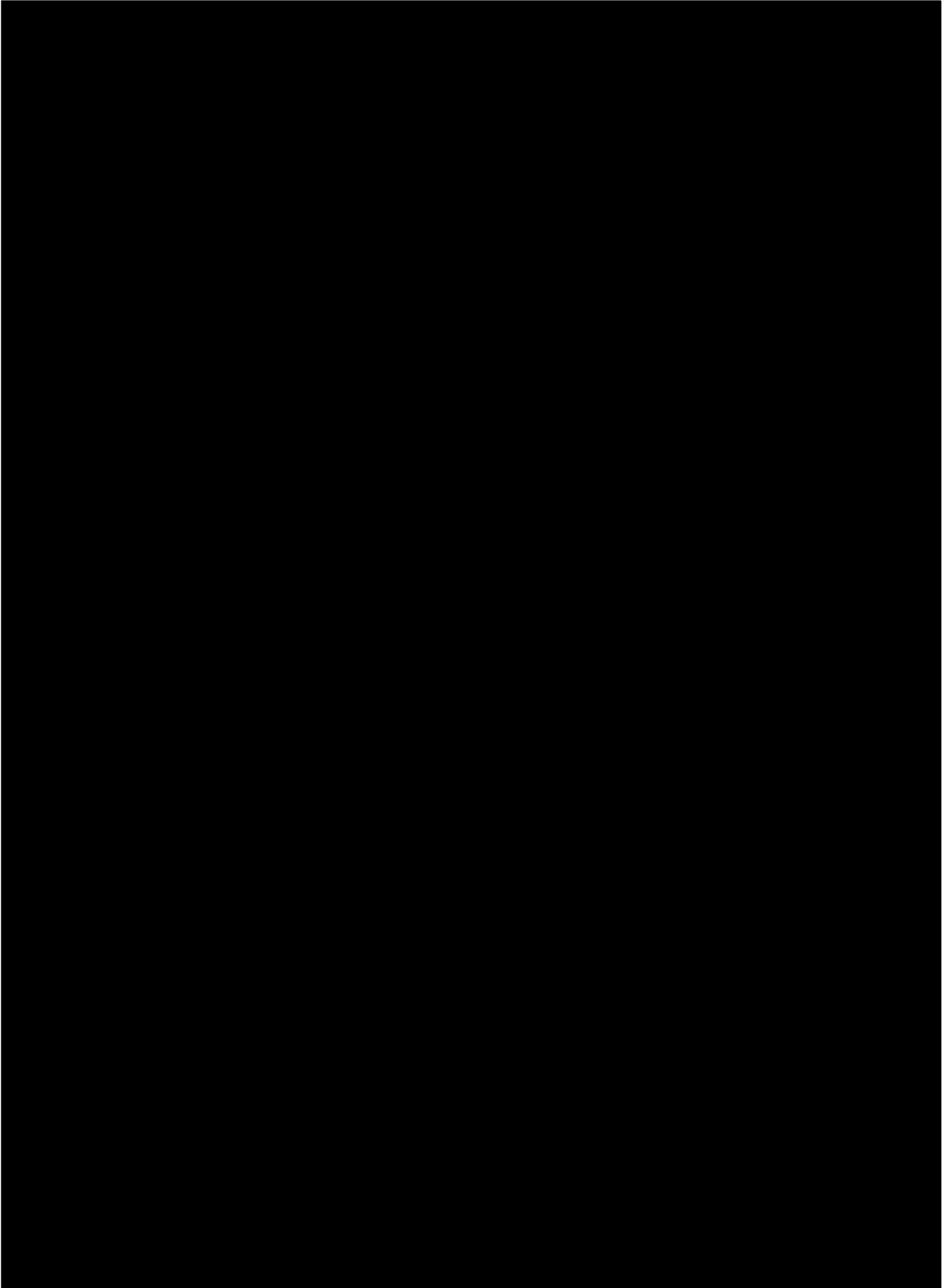
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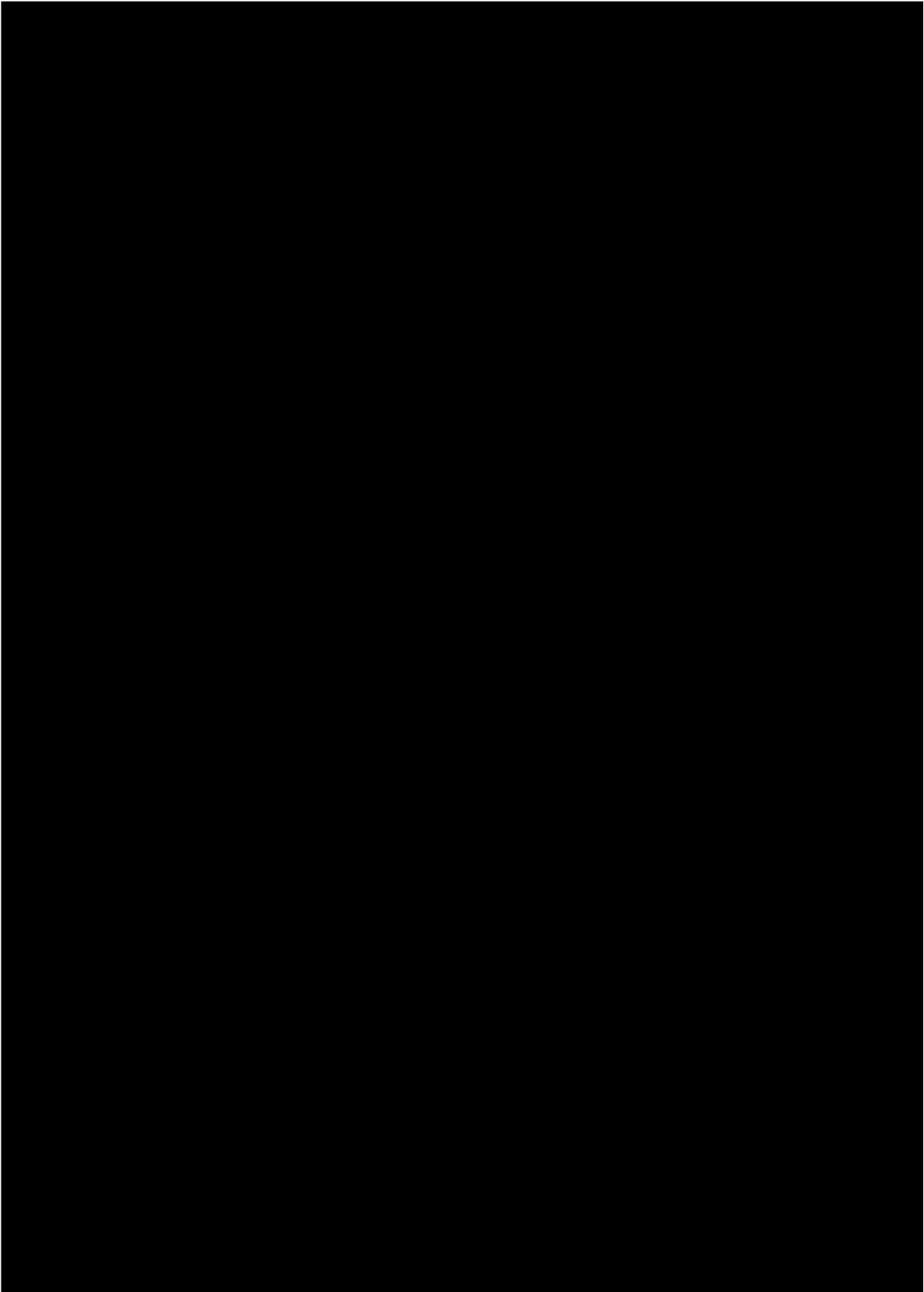
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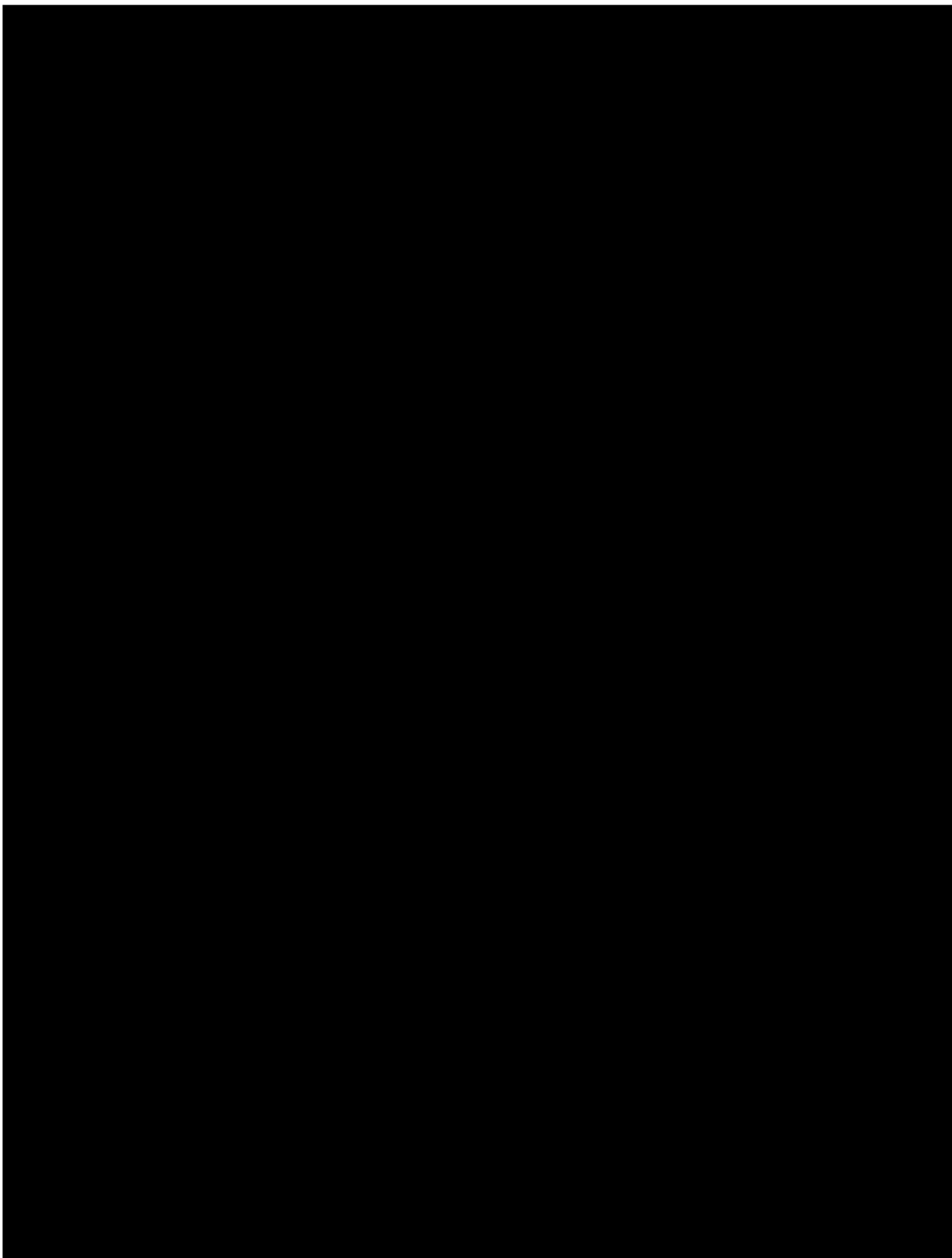
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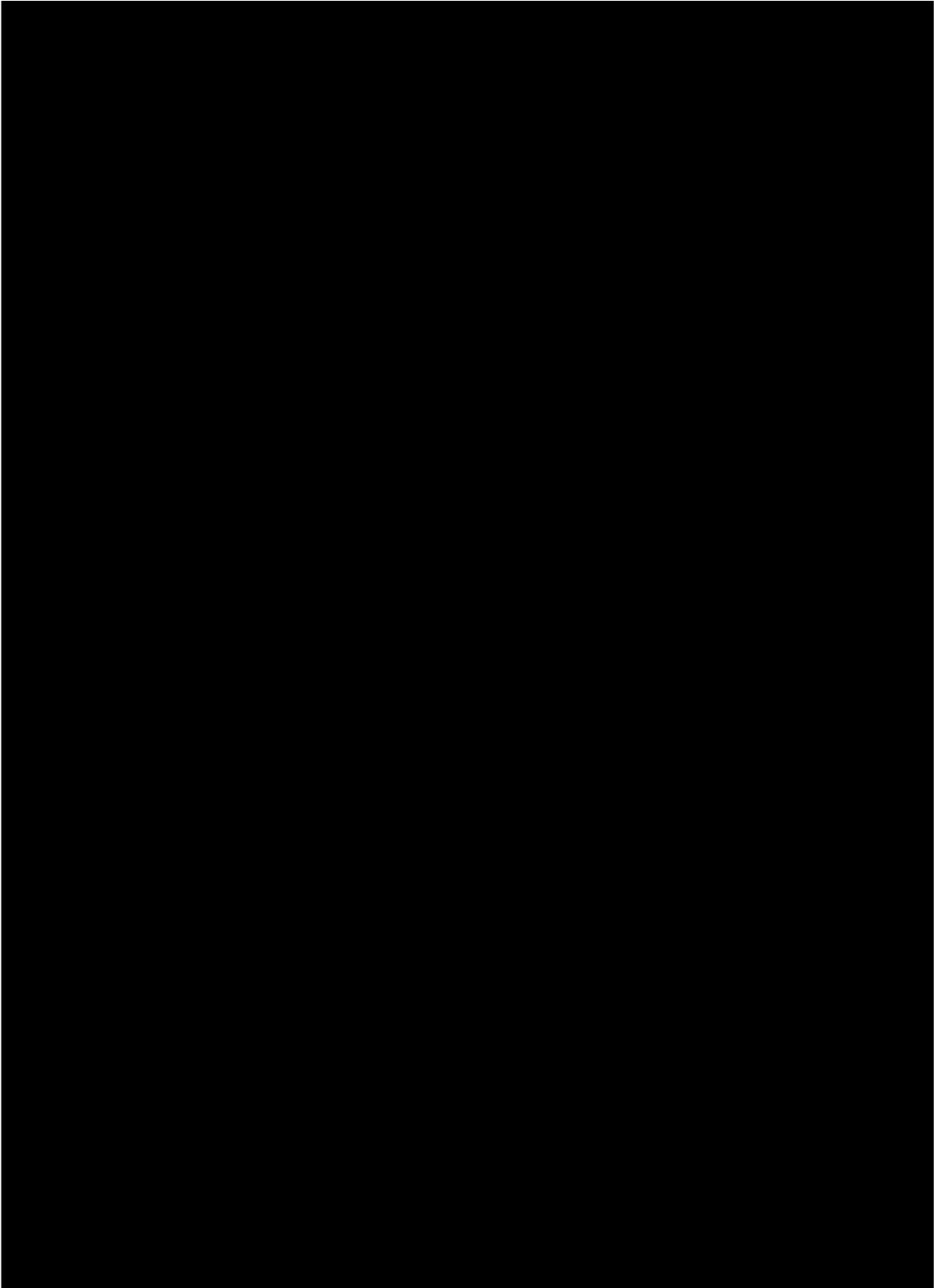
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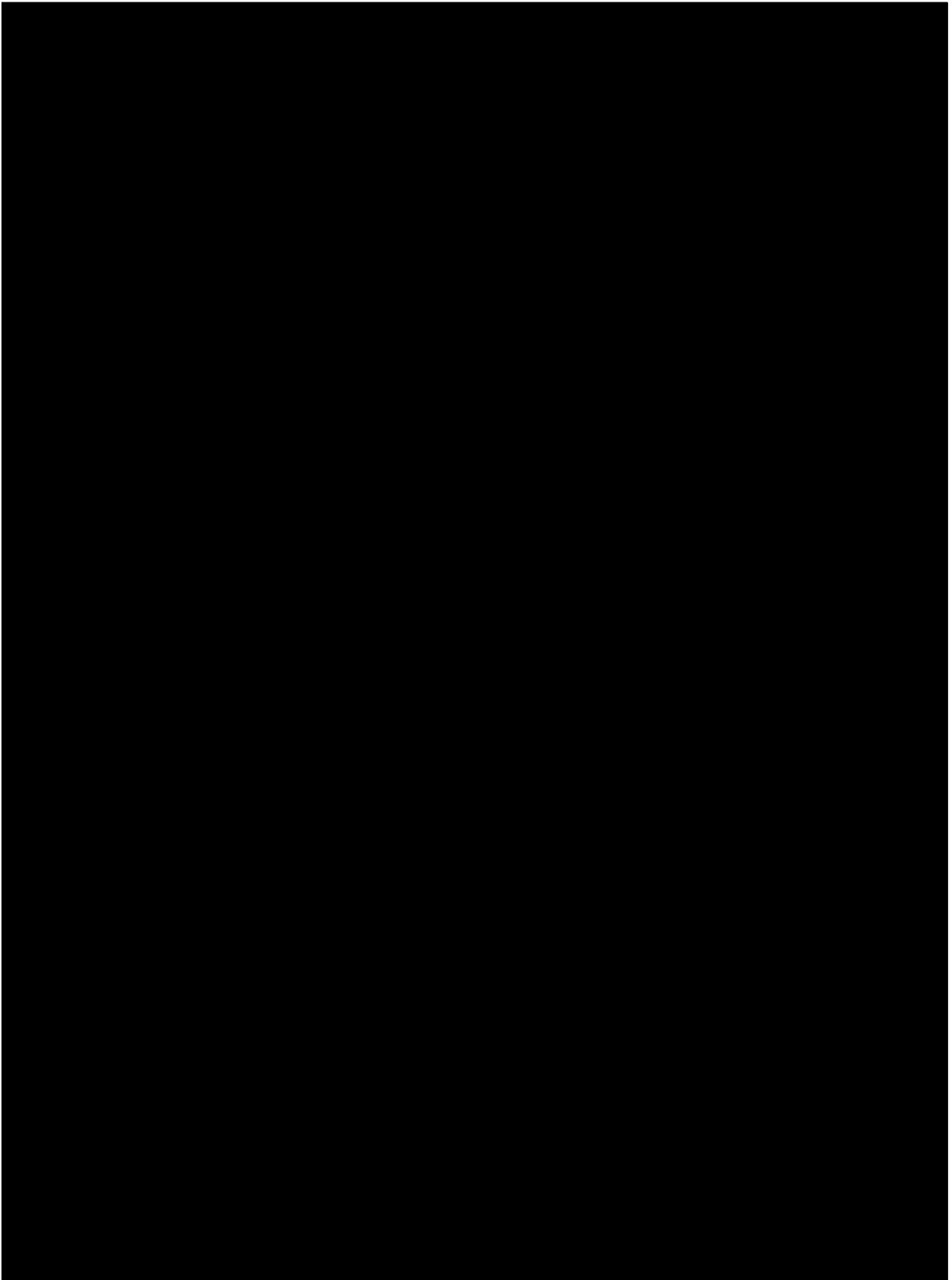
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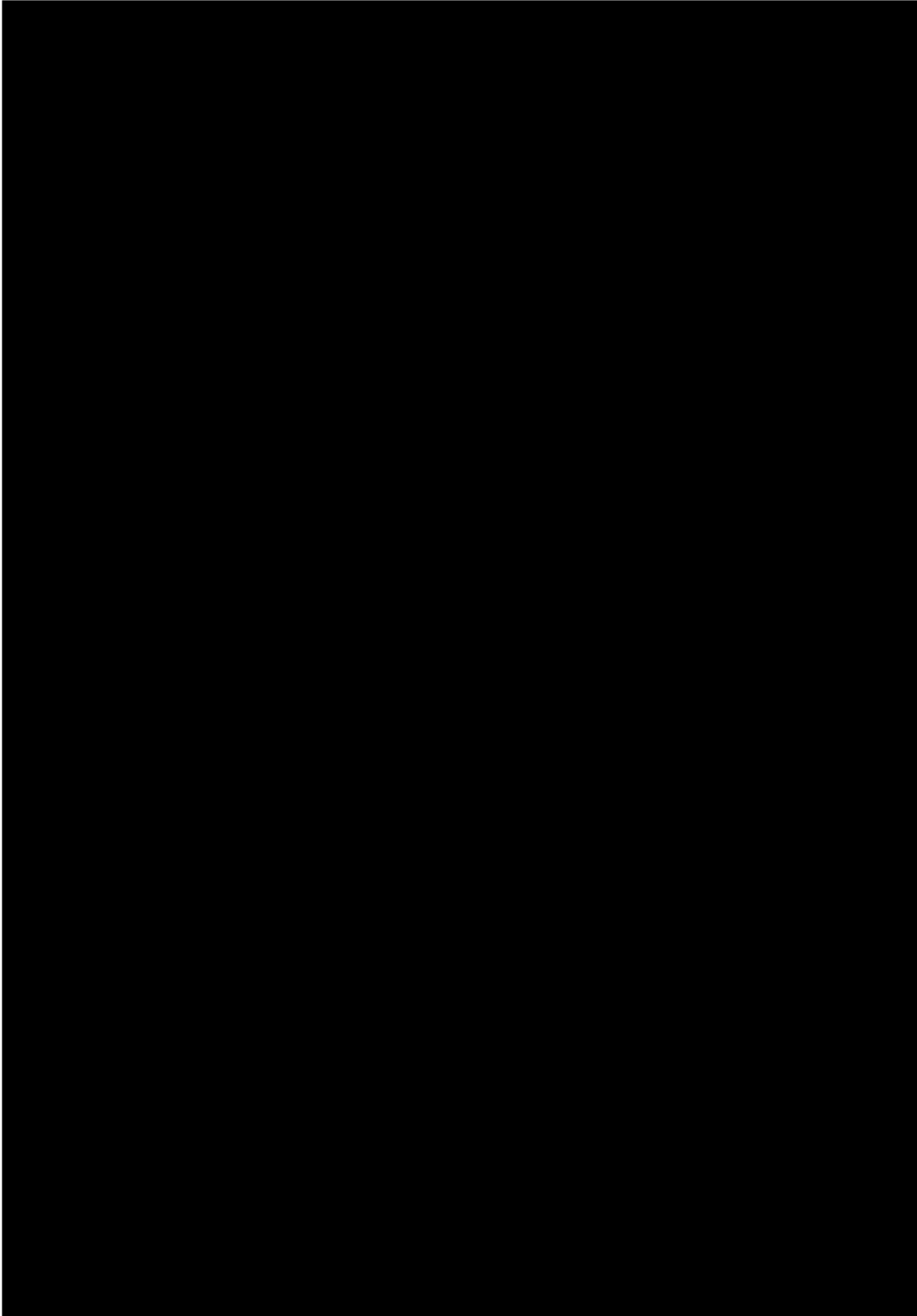
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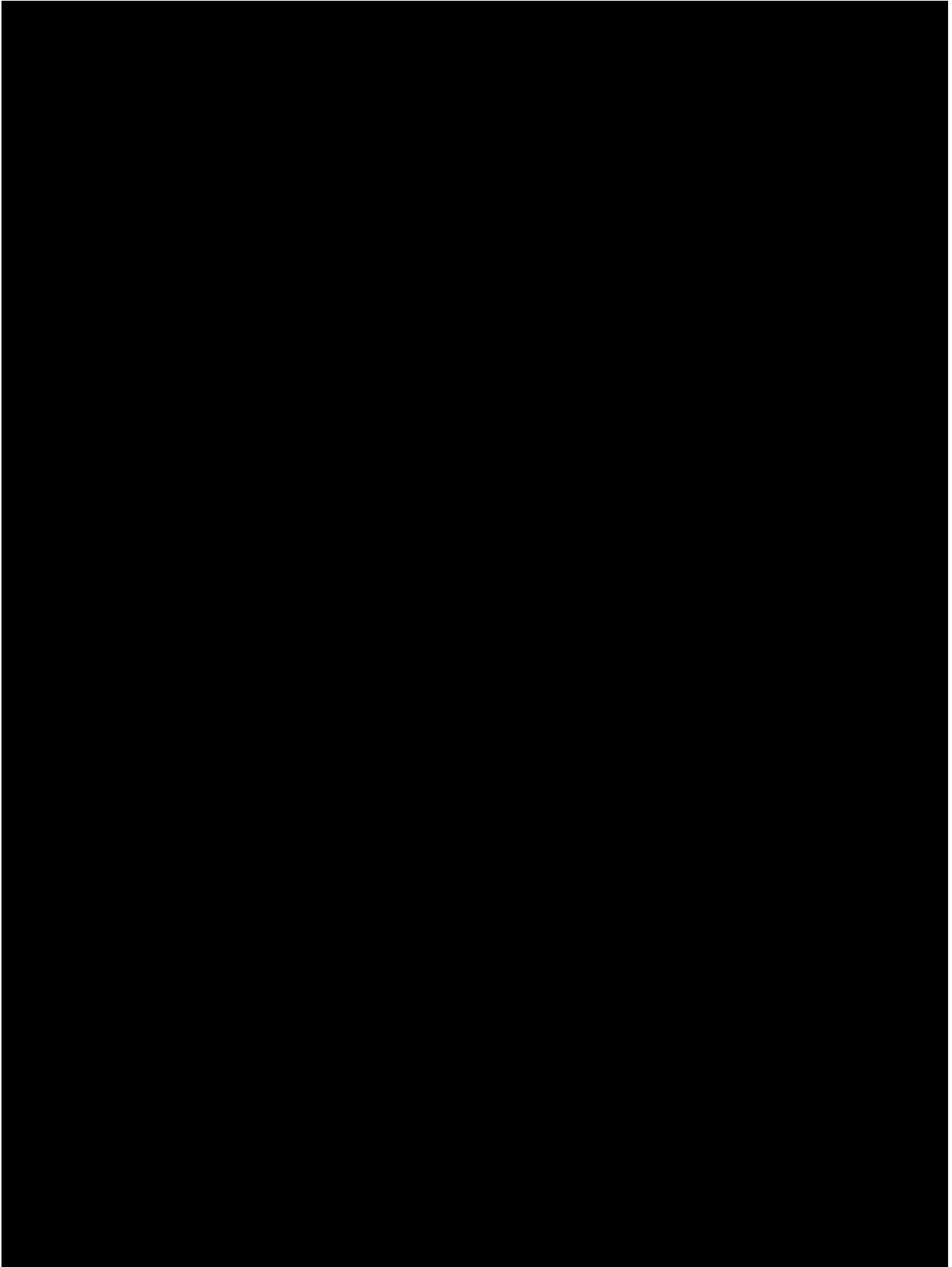
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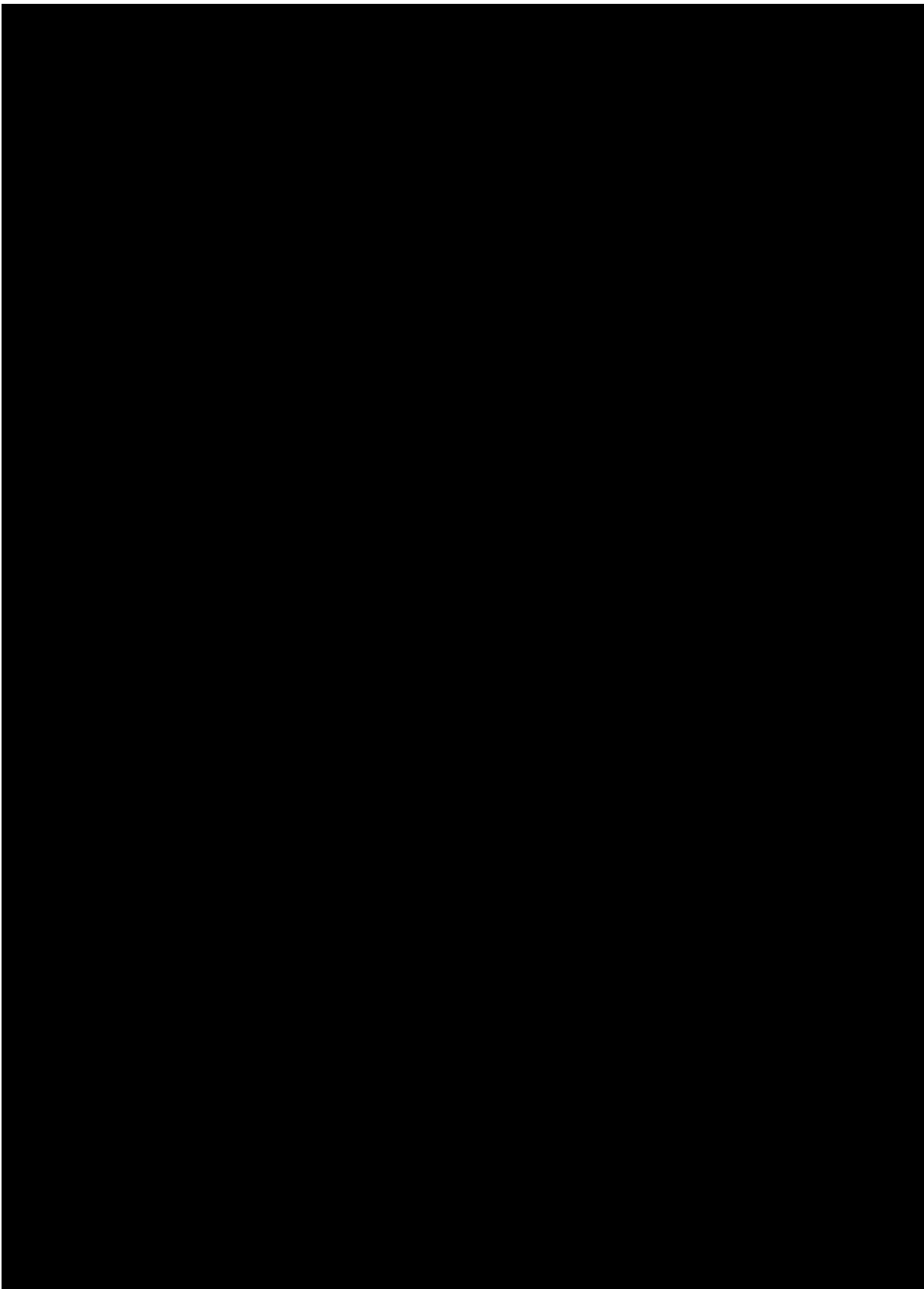
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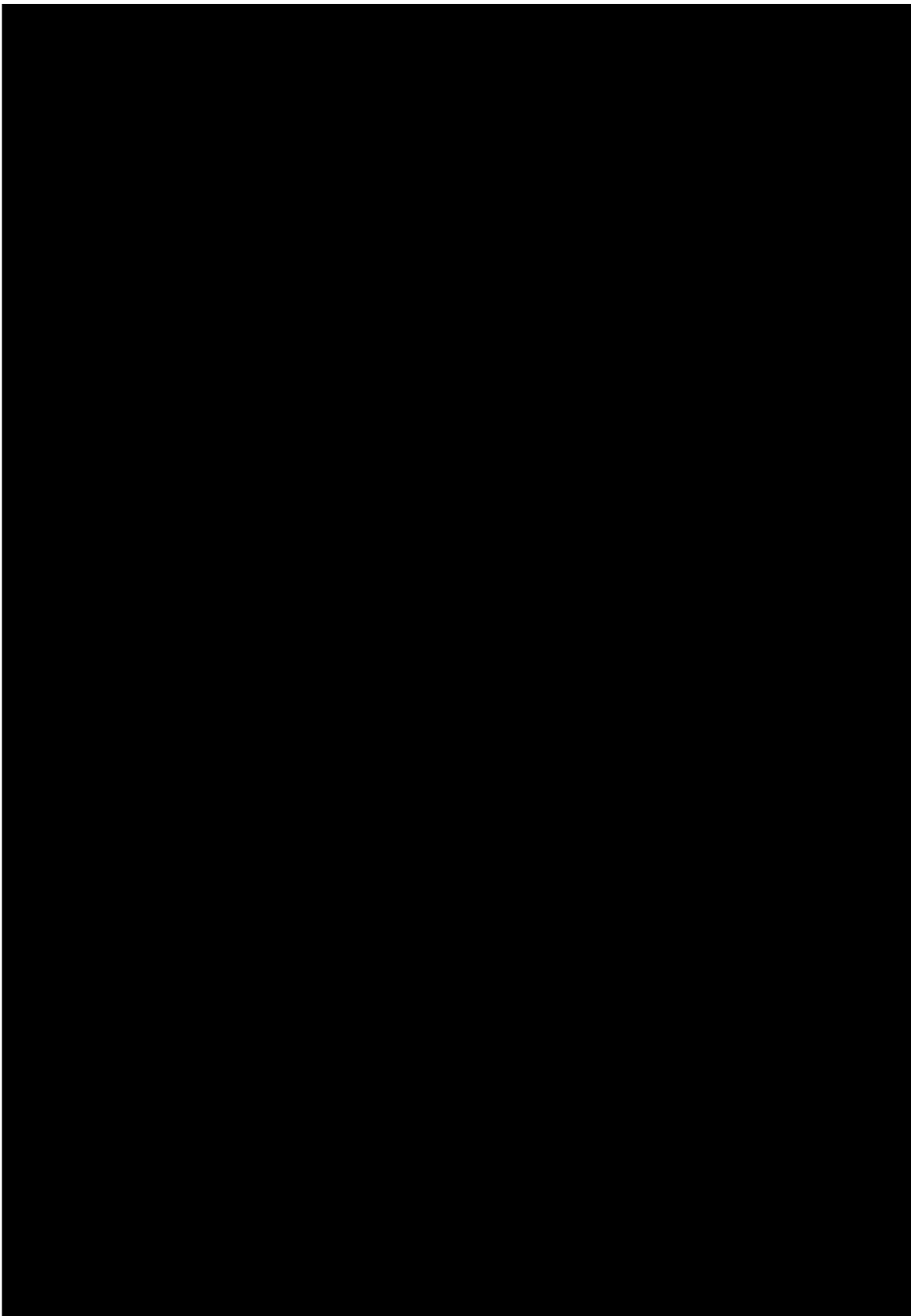
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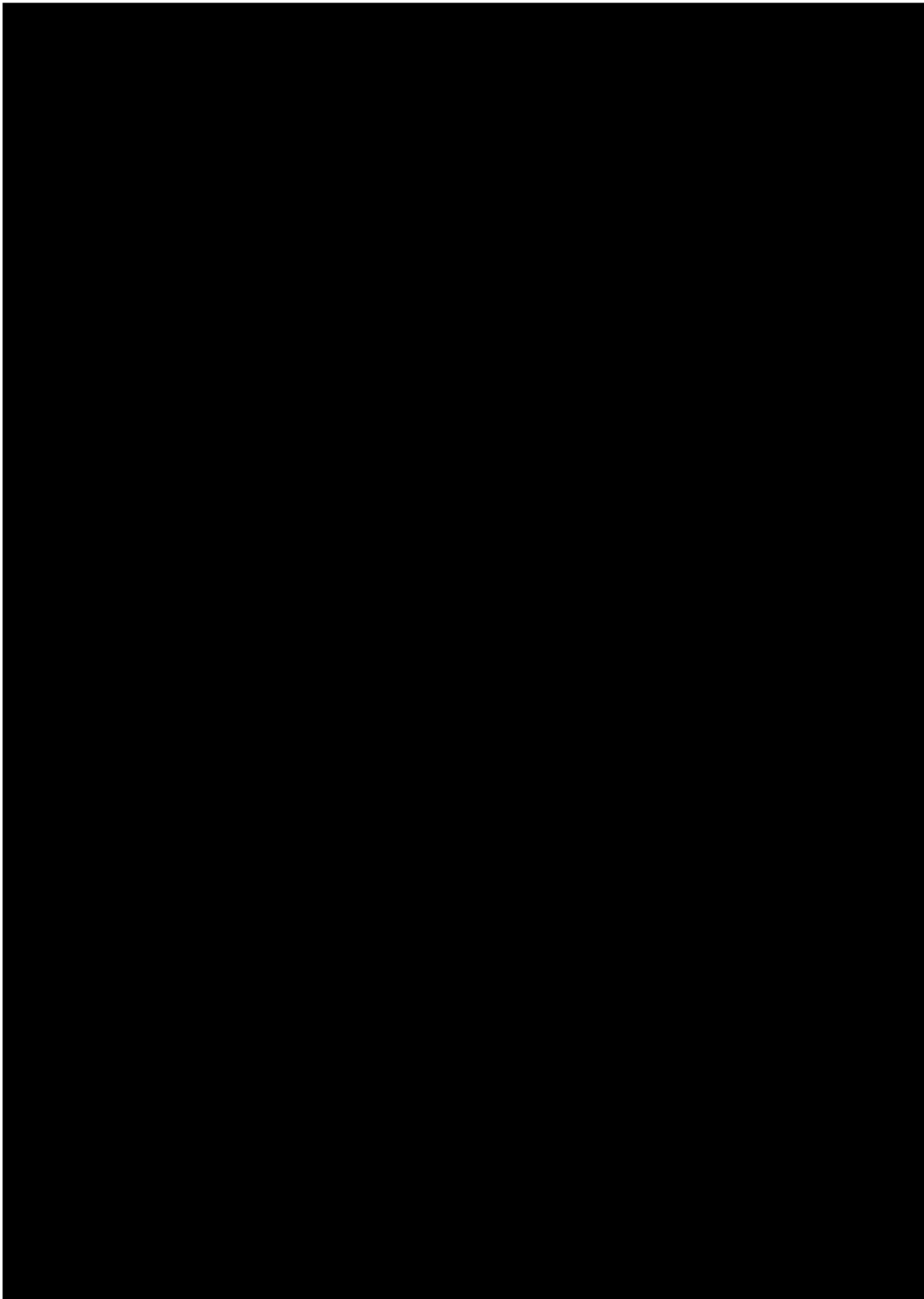
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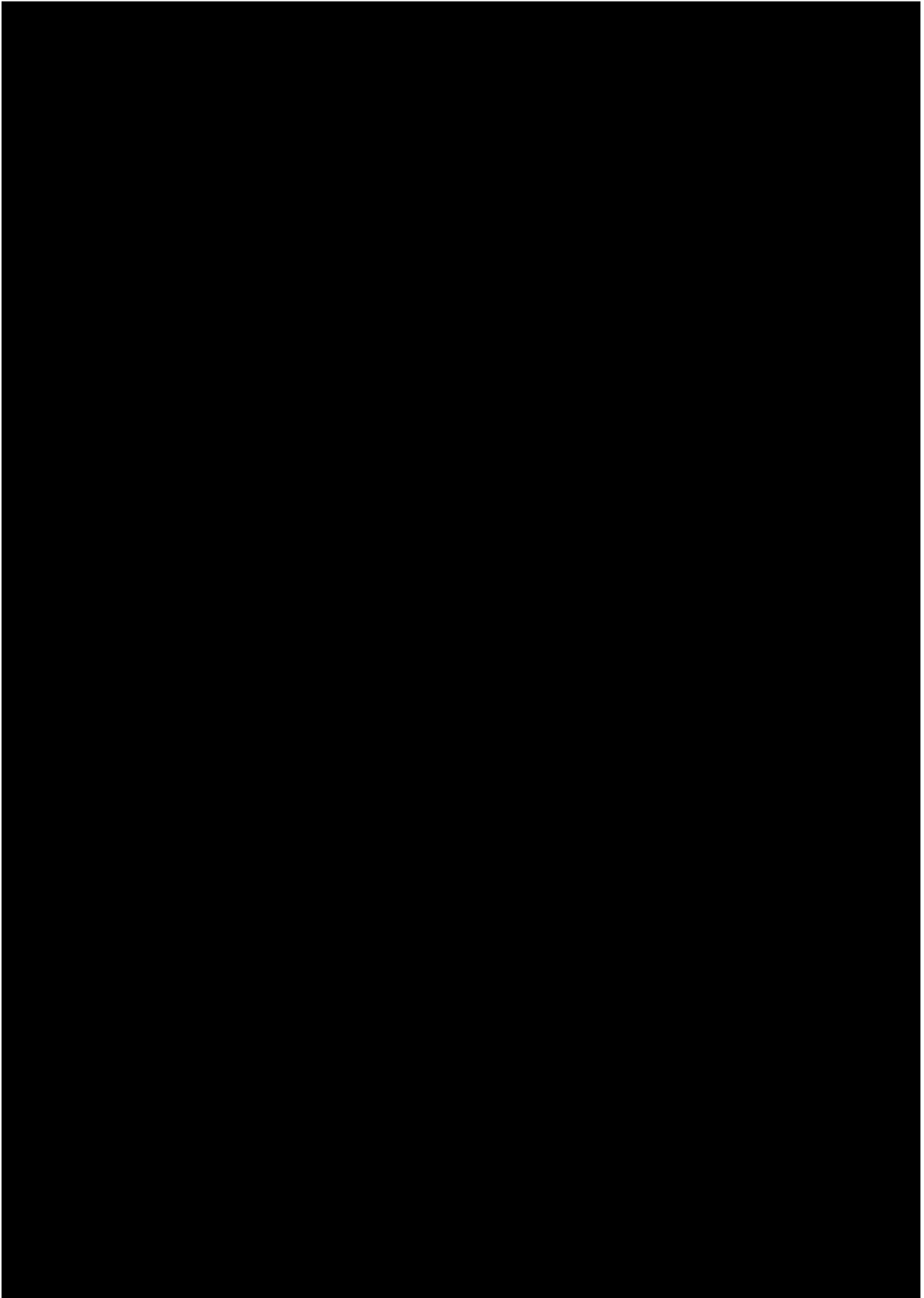
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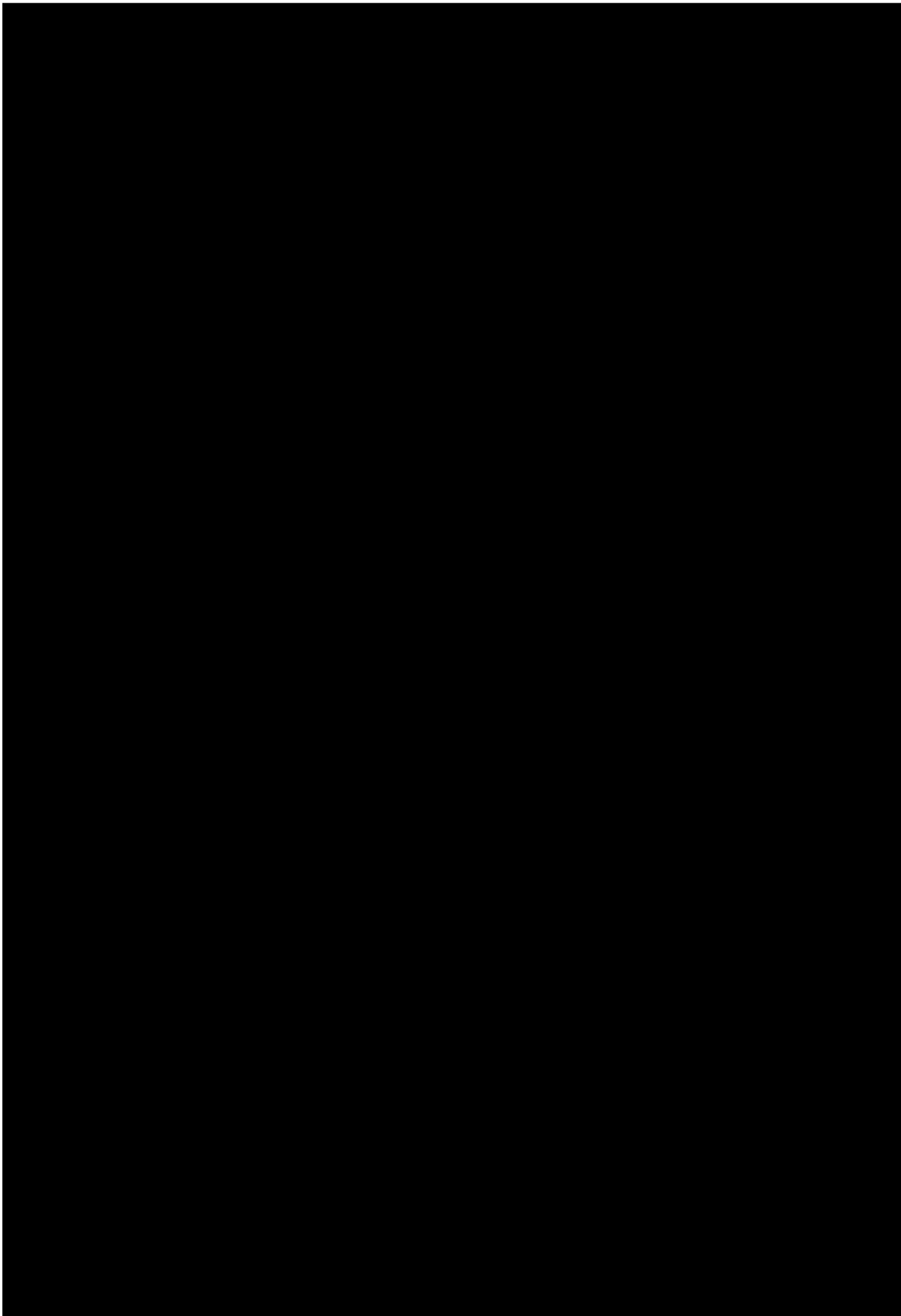
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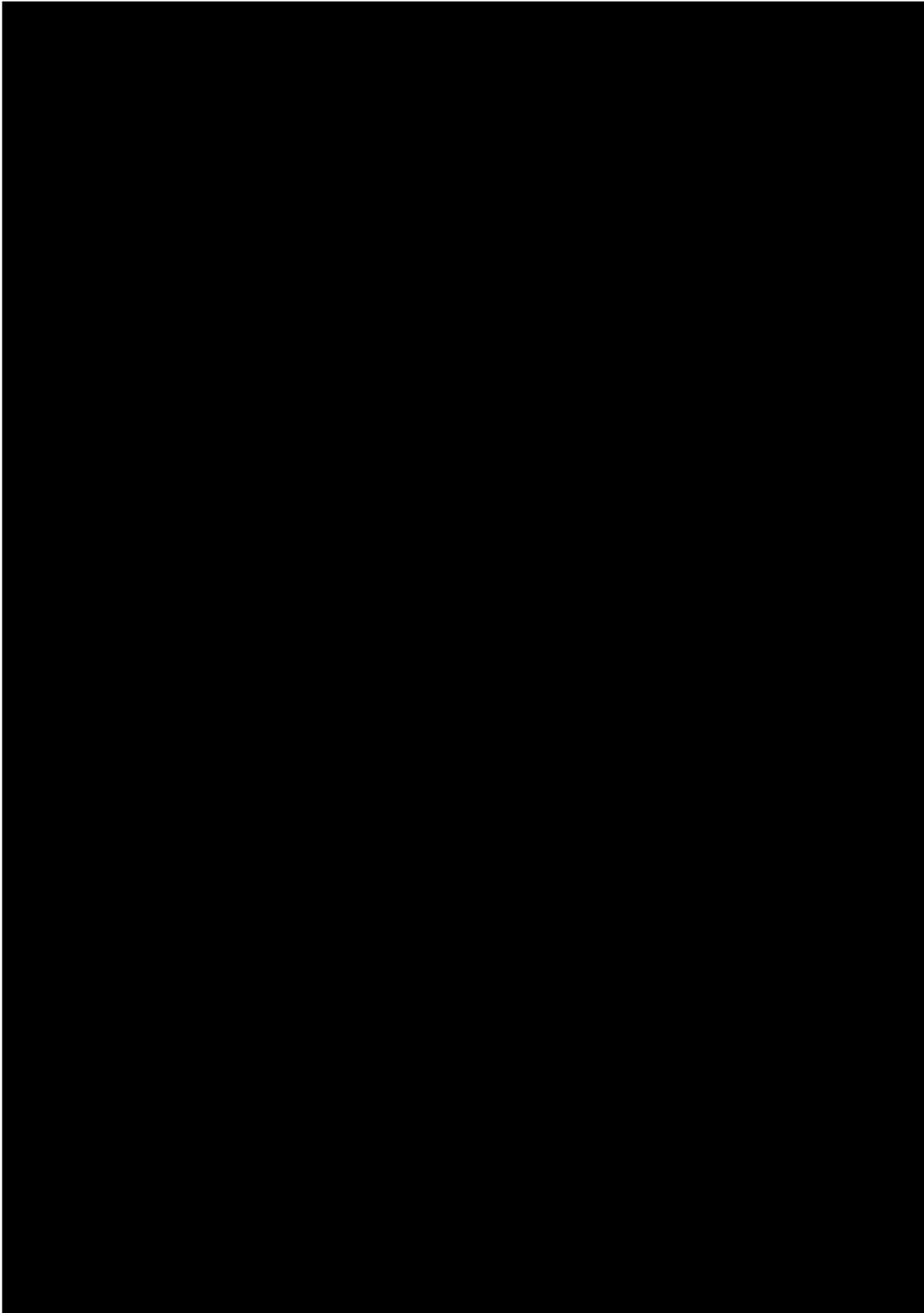
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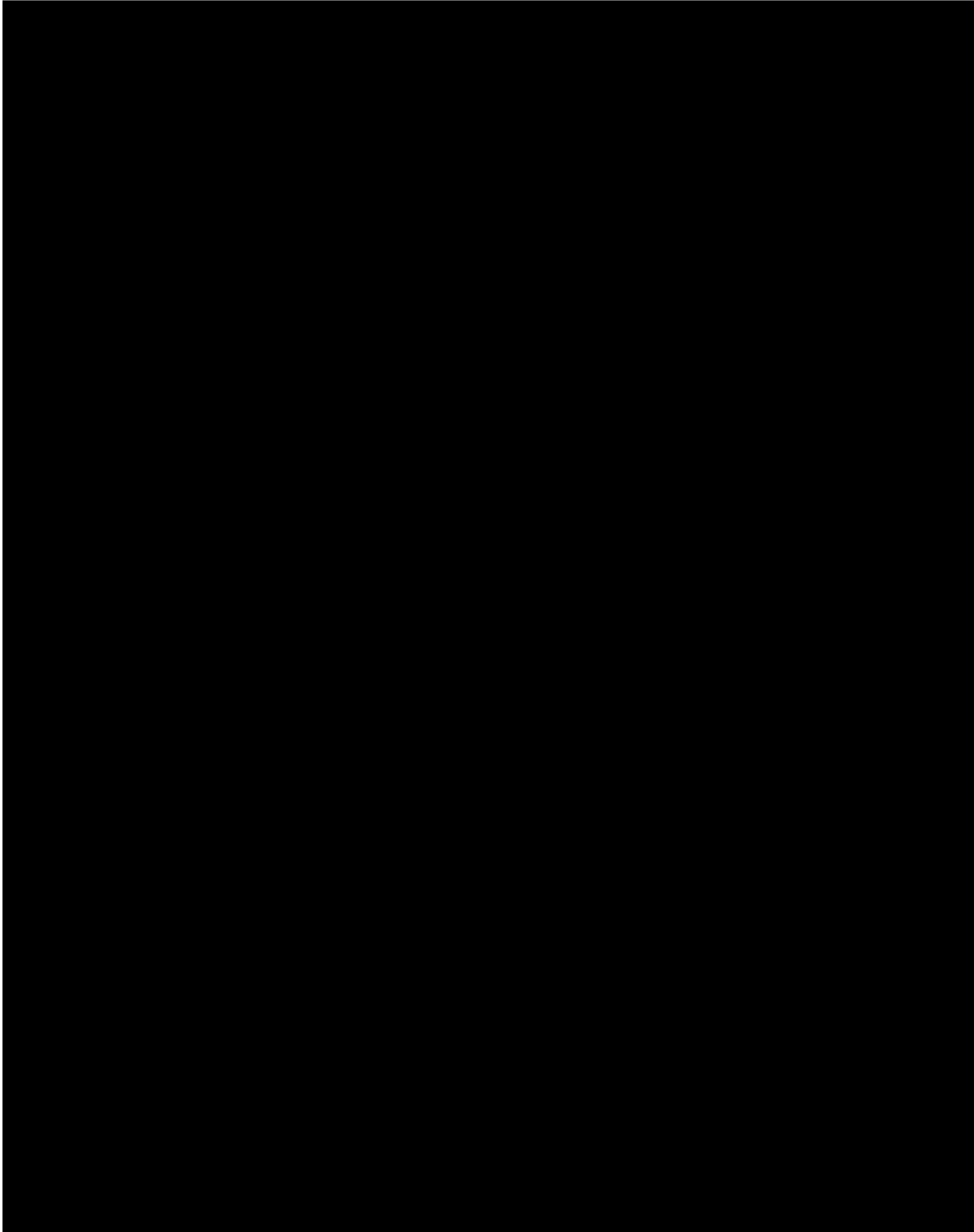
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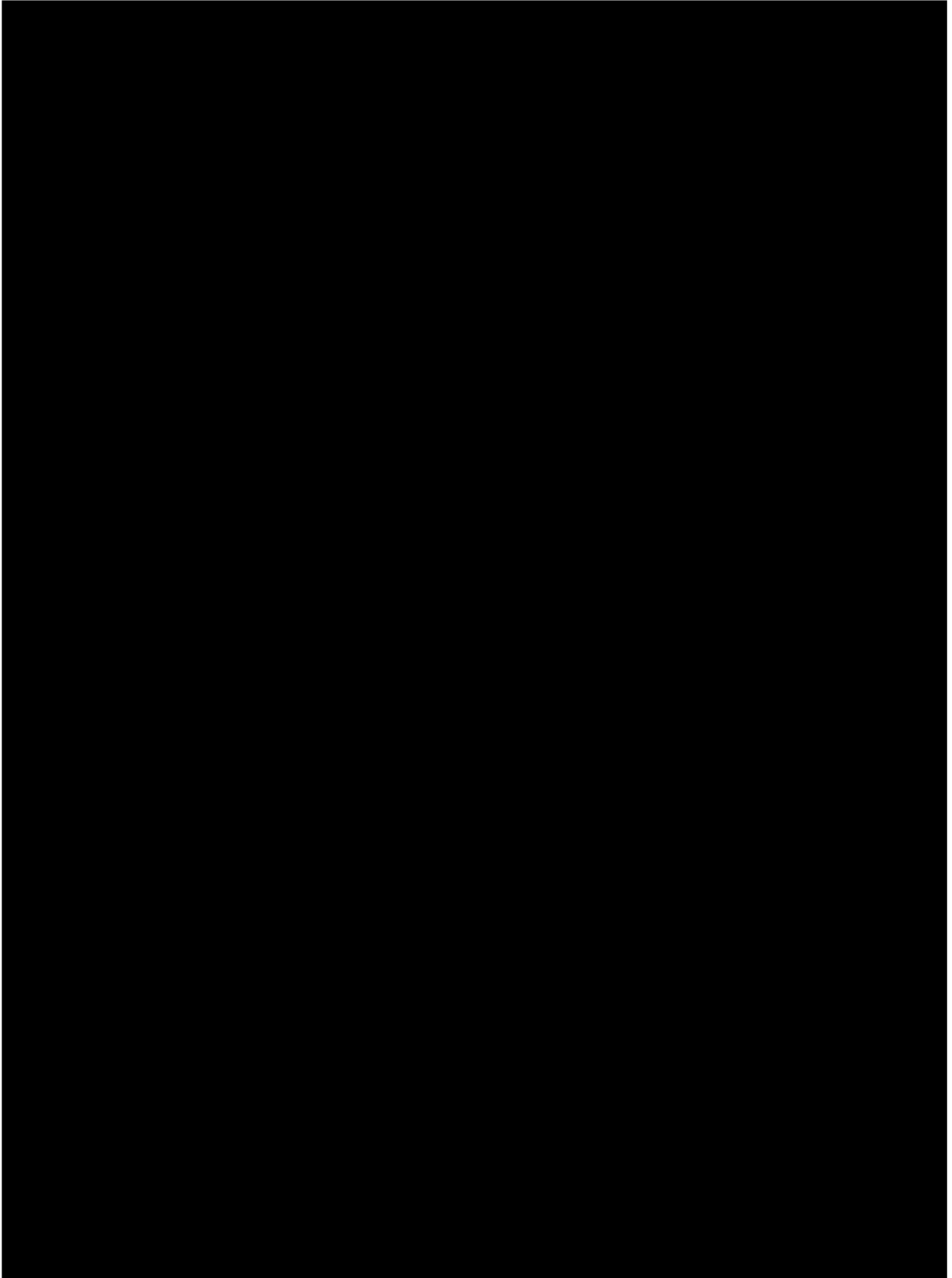
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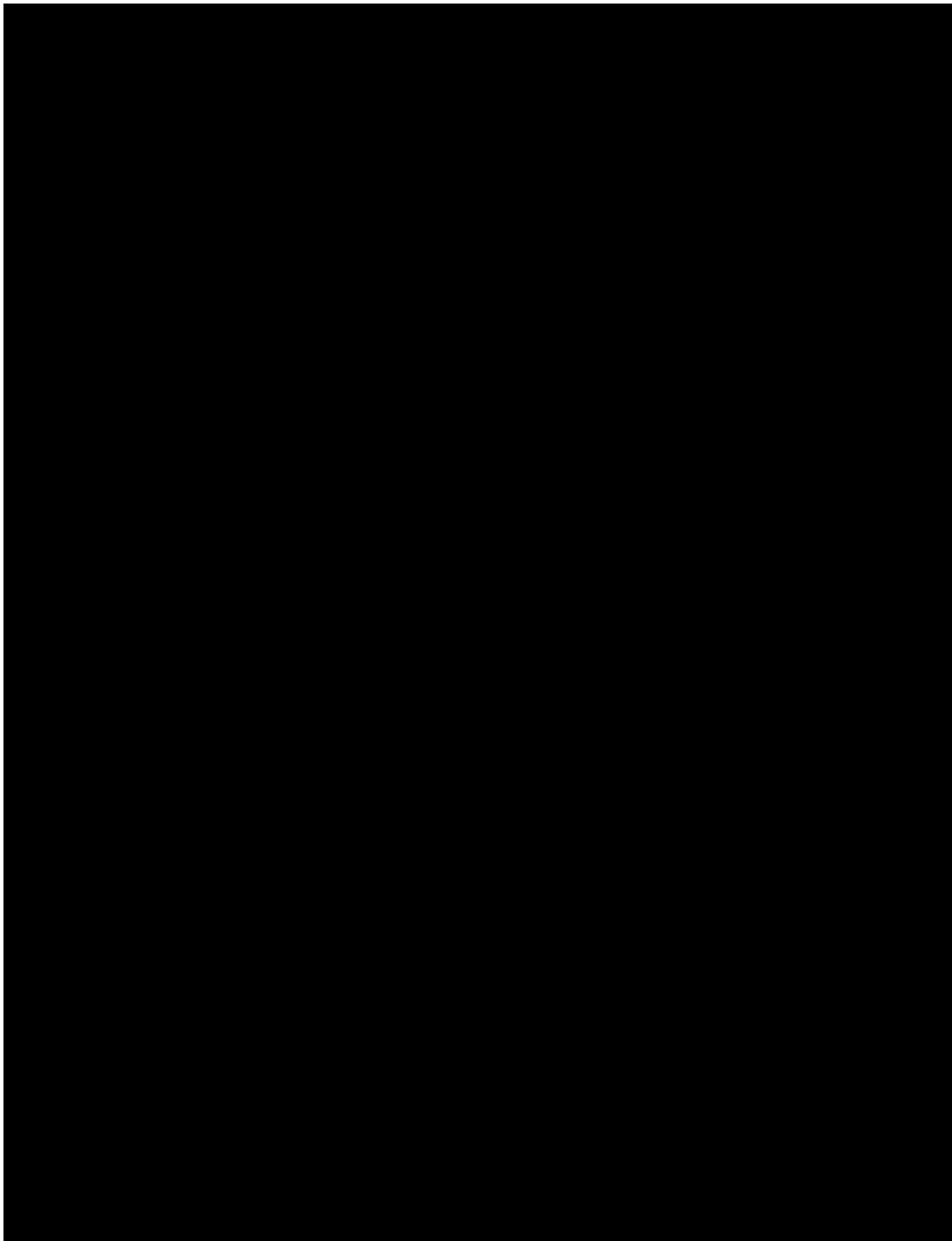


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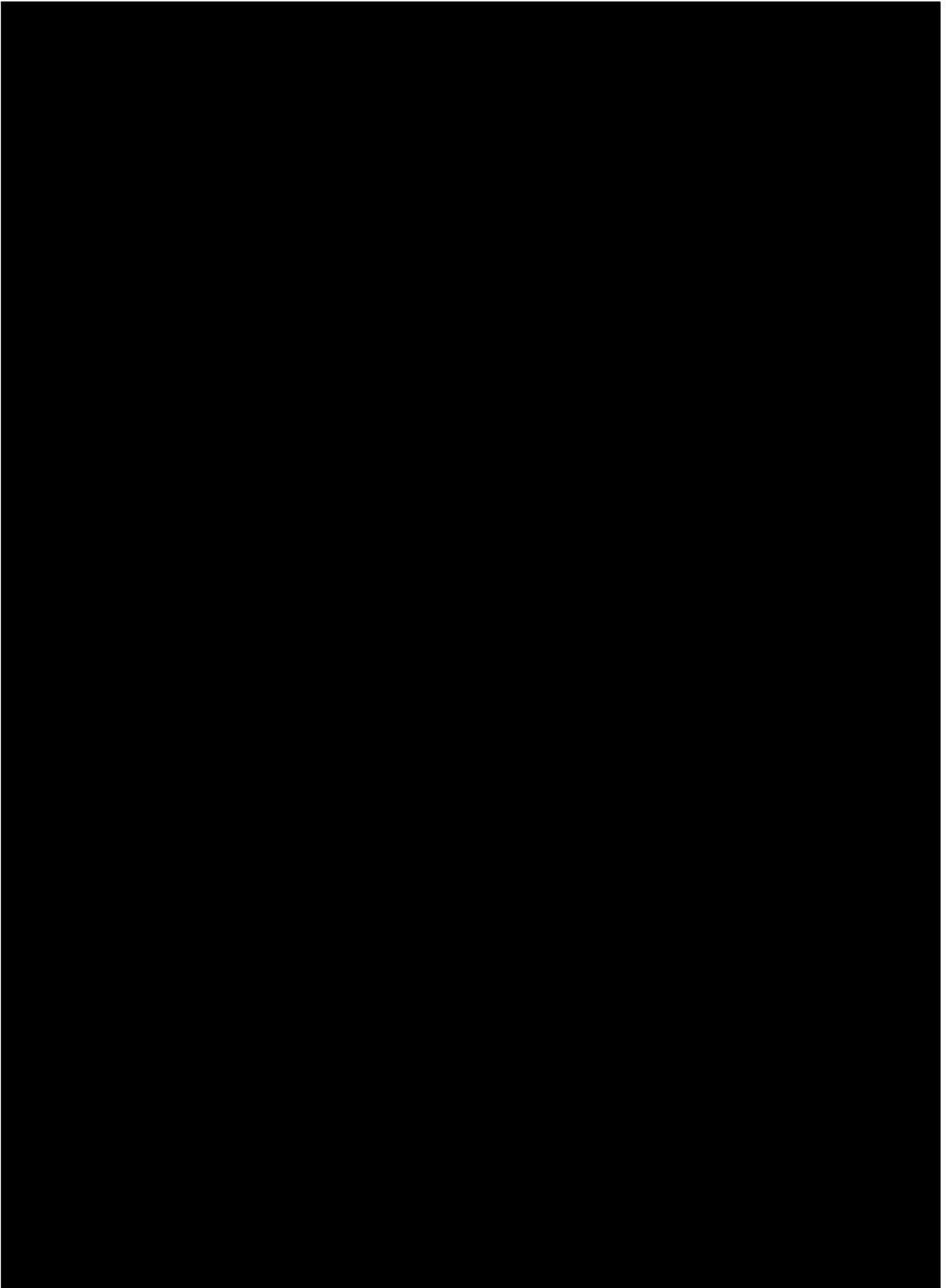
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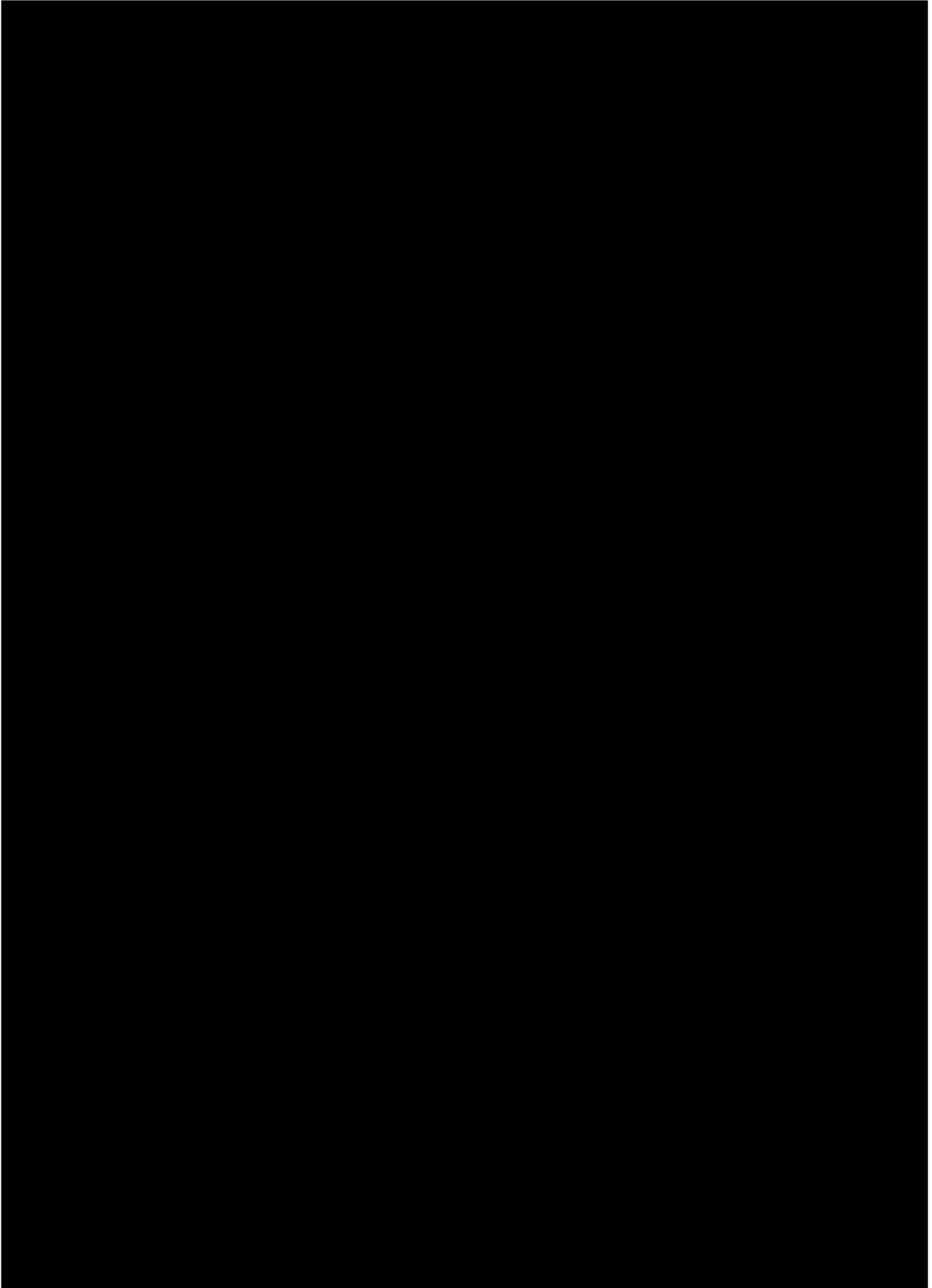
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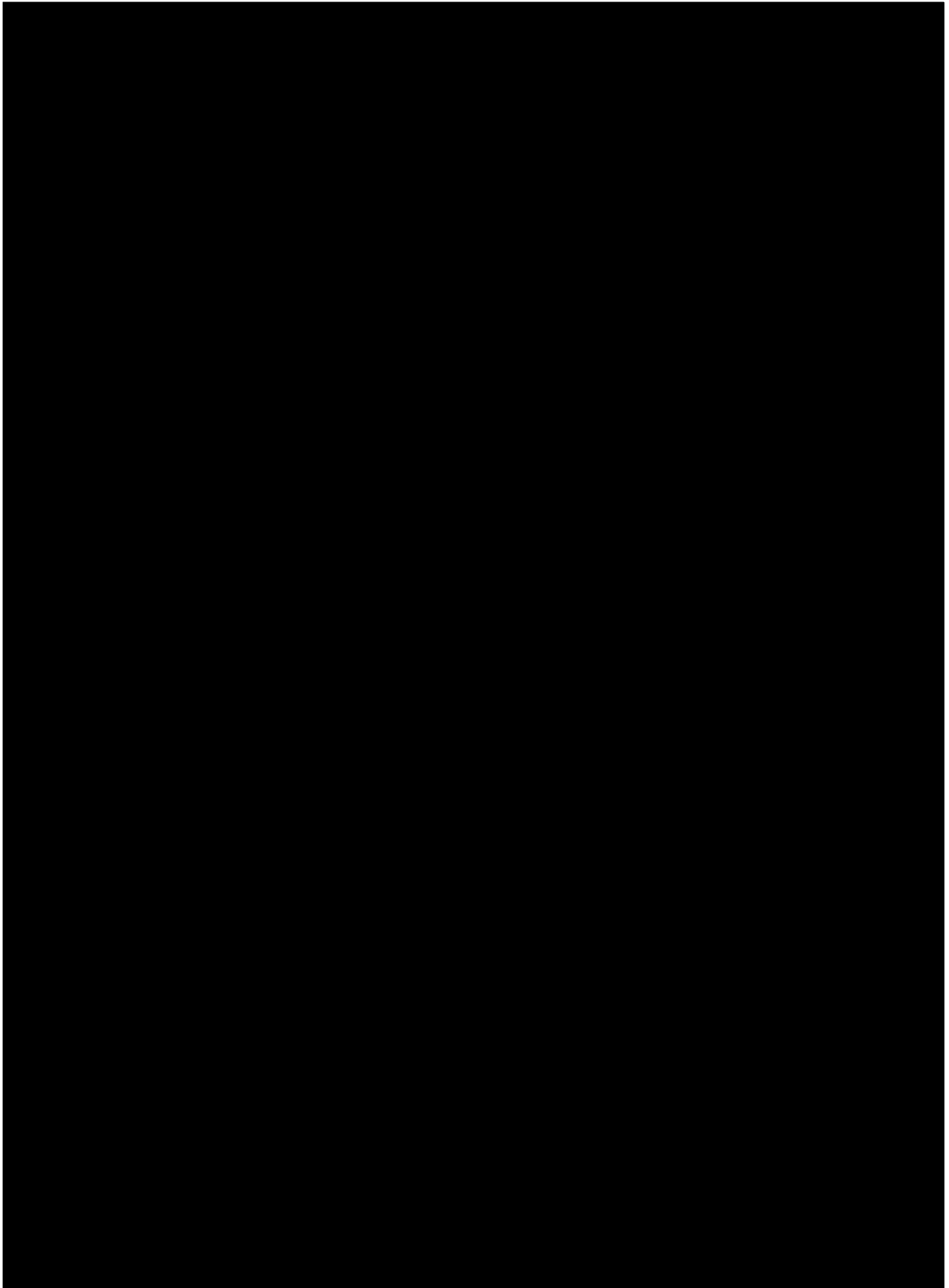
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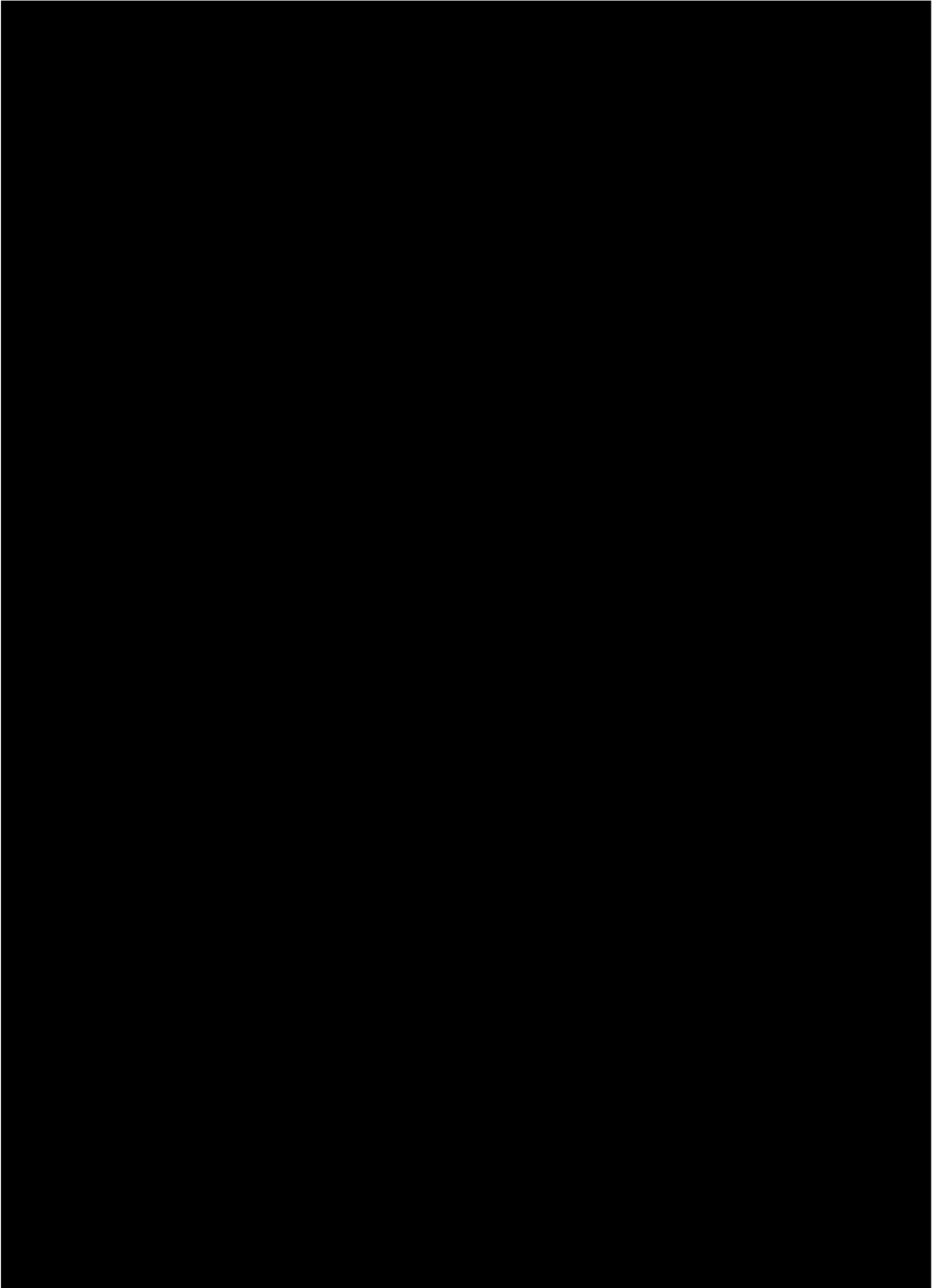
17 October 2018



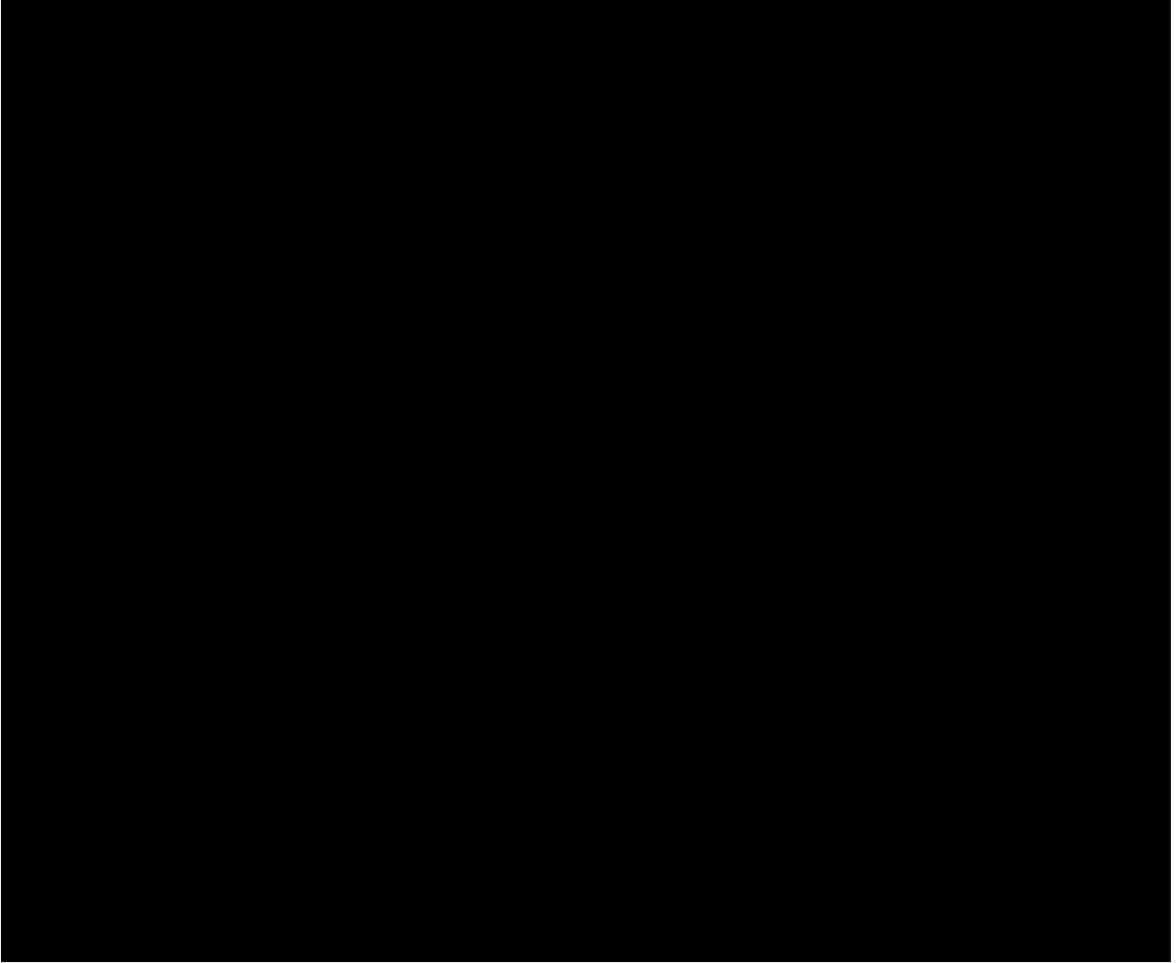
17 October 2018



17 October 2018



17 October 2018



Annex B (List of Exhibits)

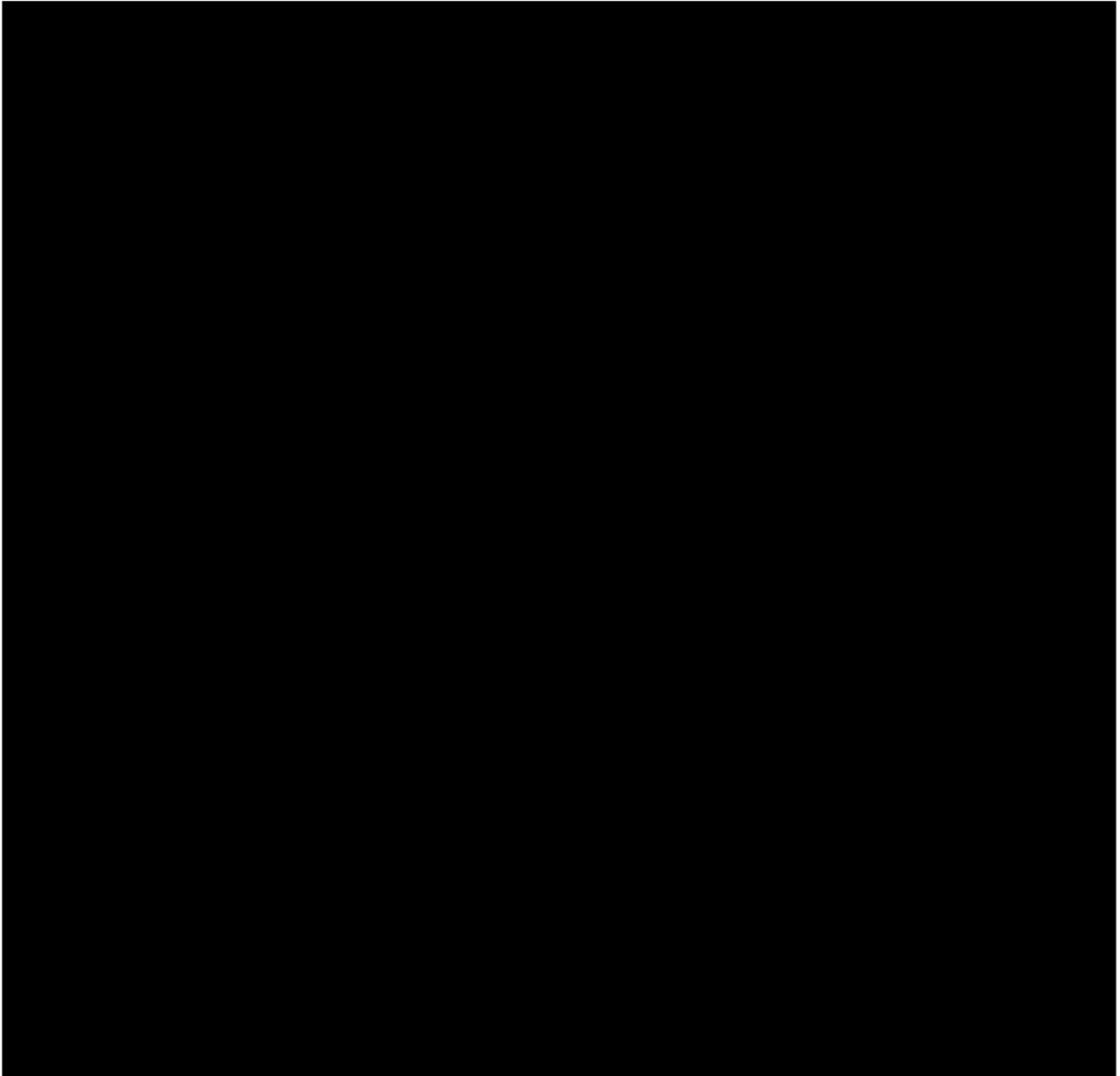
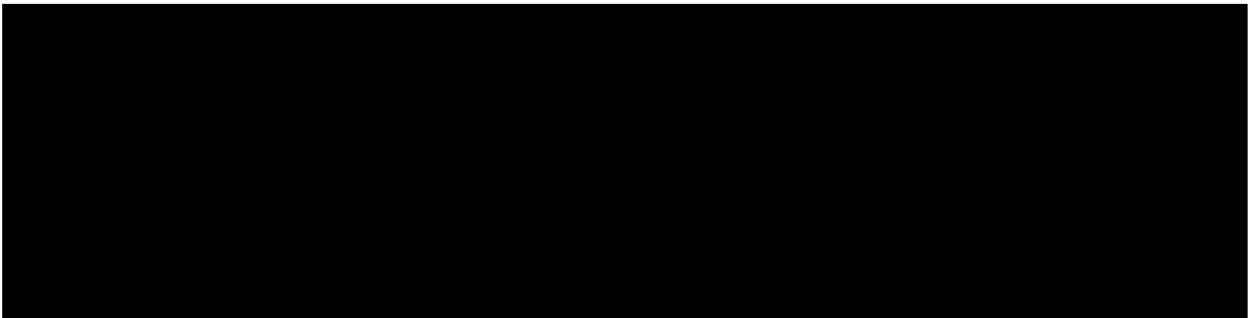
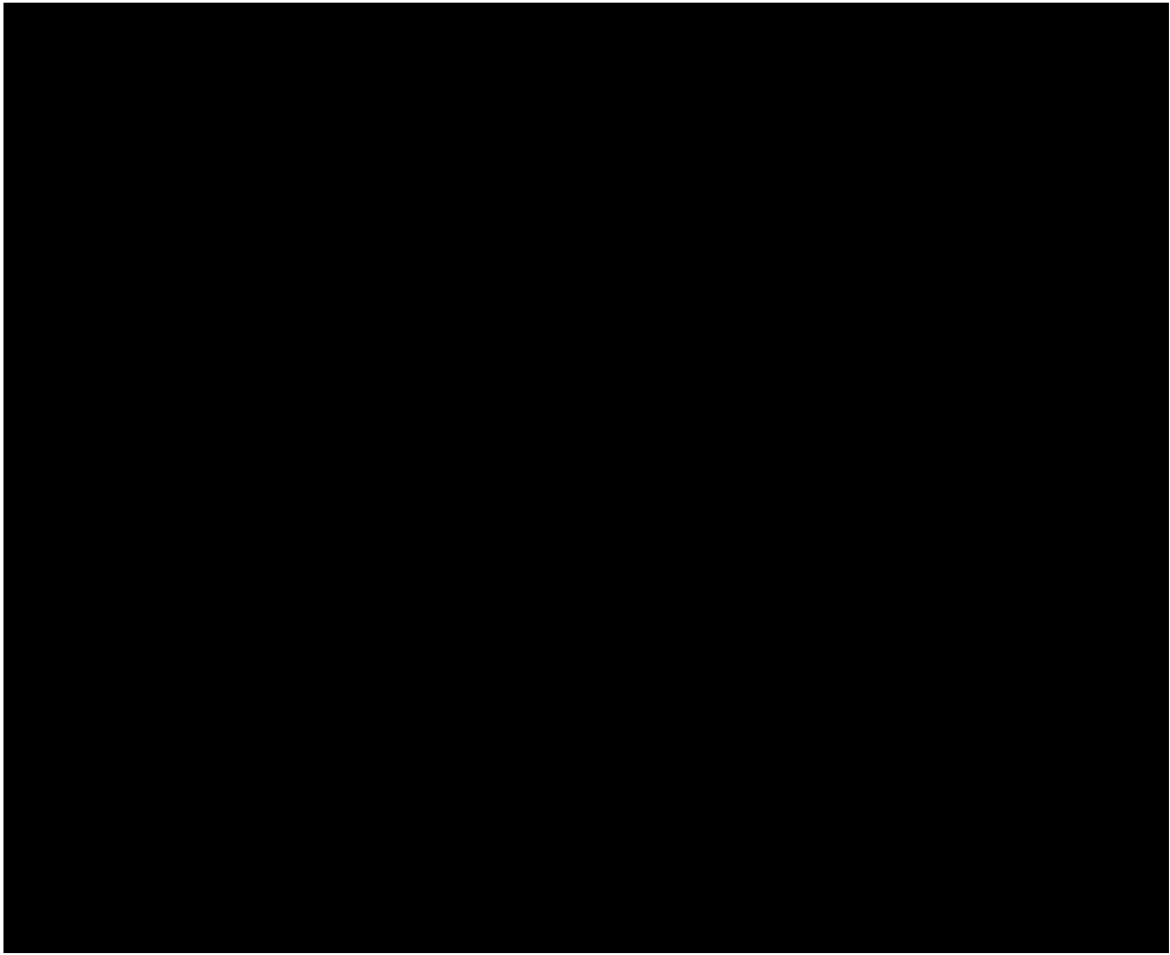


Exhibit 5.9(a)

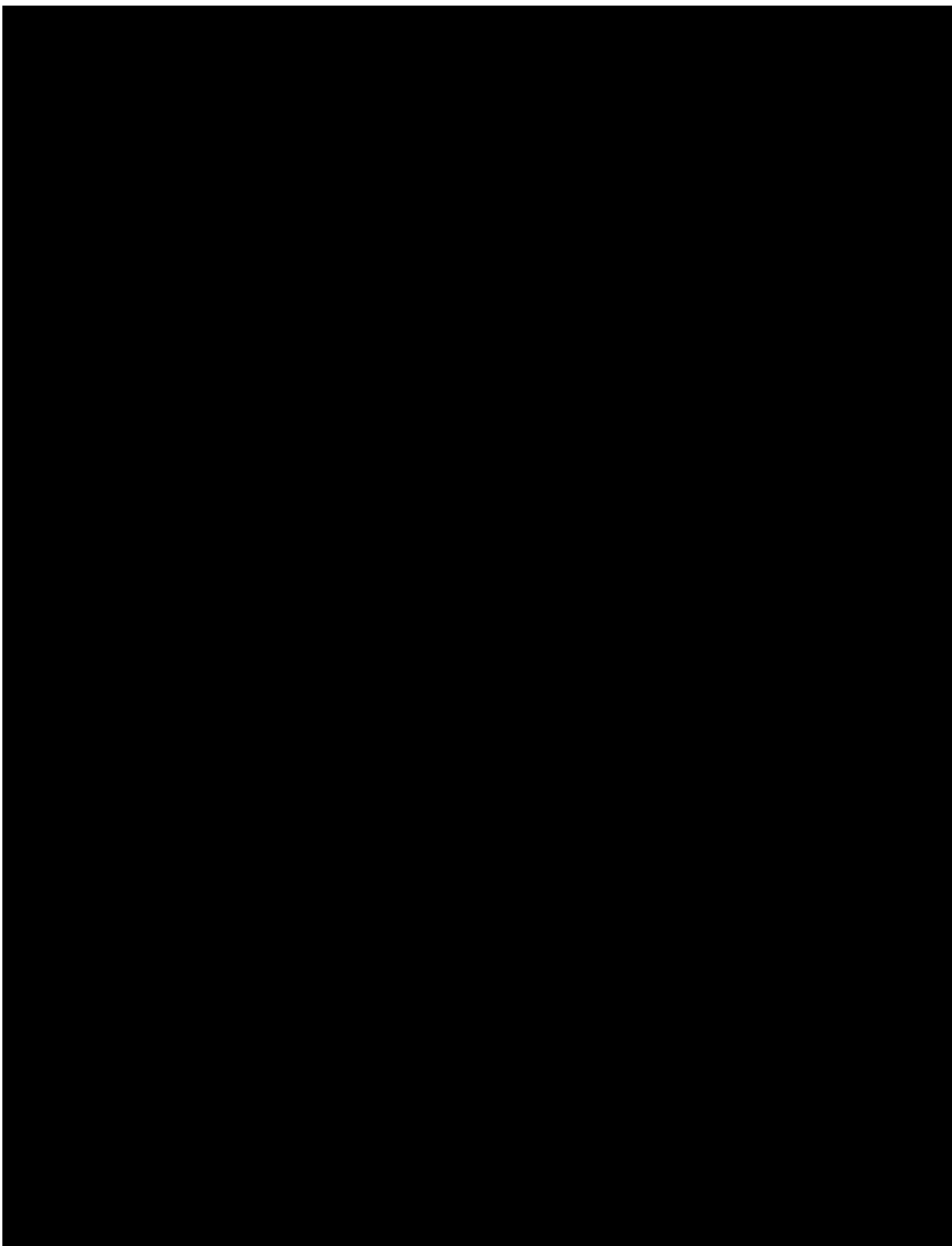
List of Sold Intellectual Property Rights



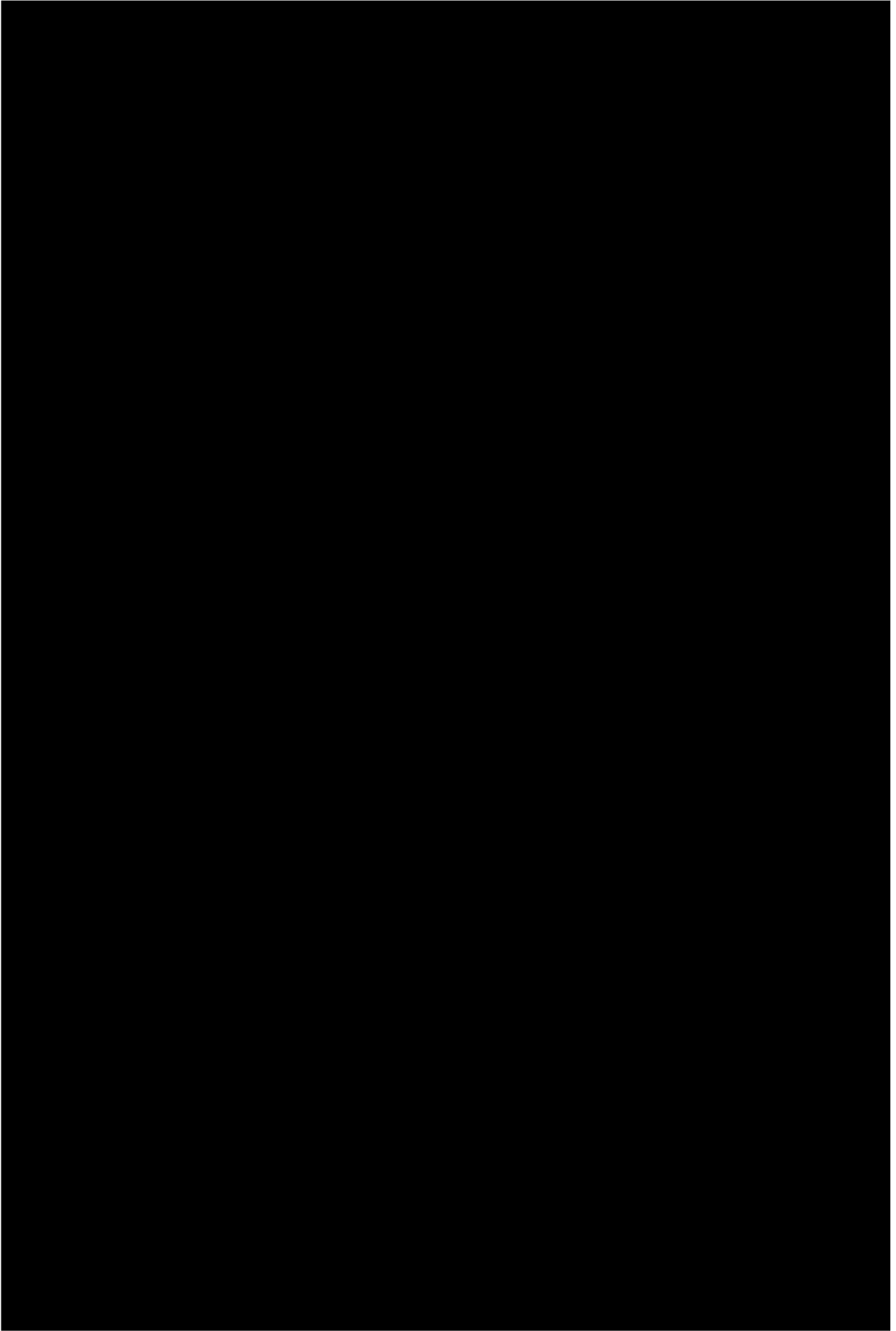
17 October 2018



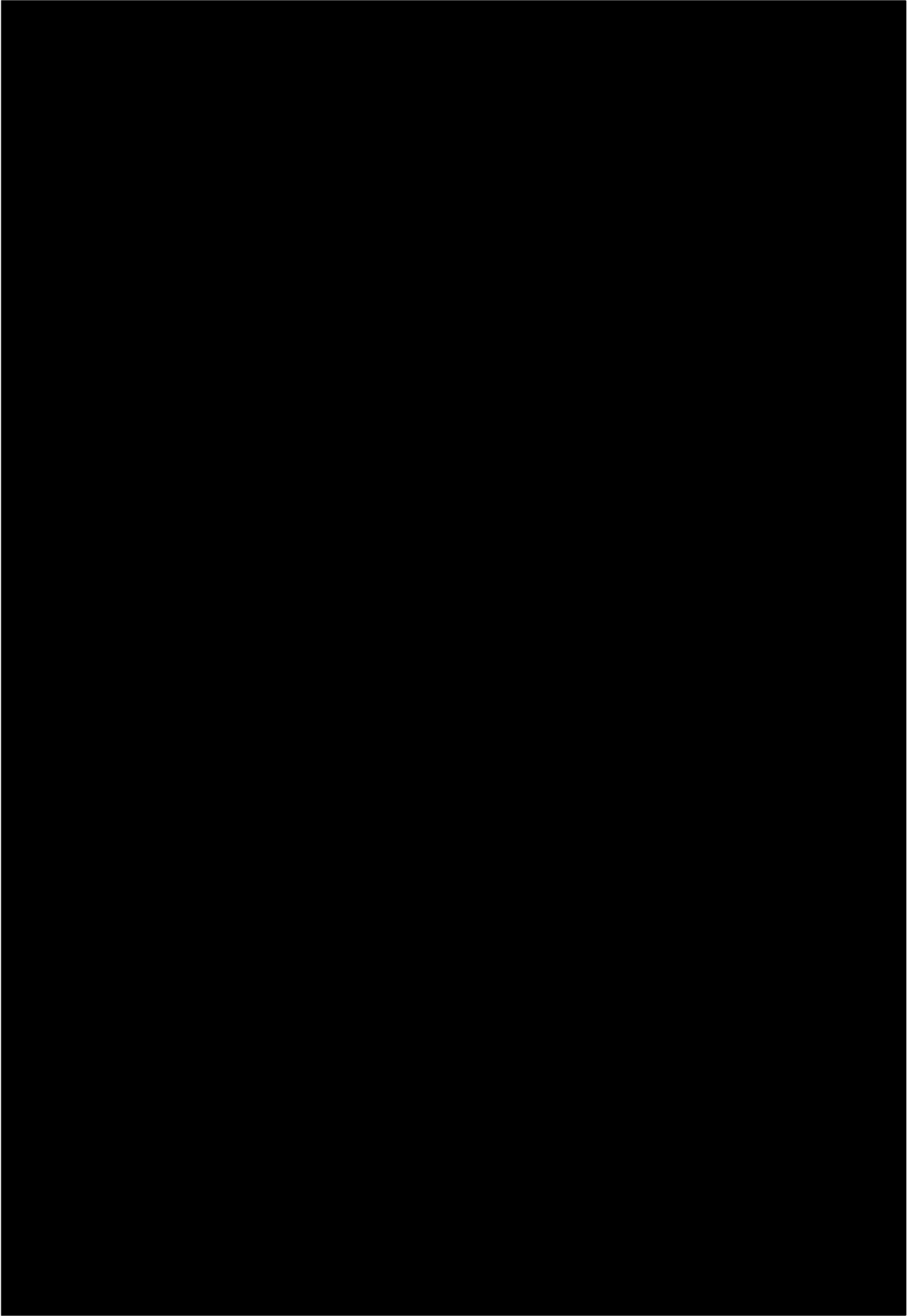




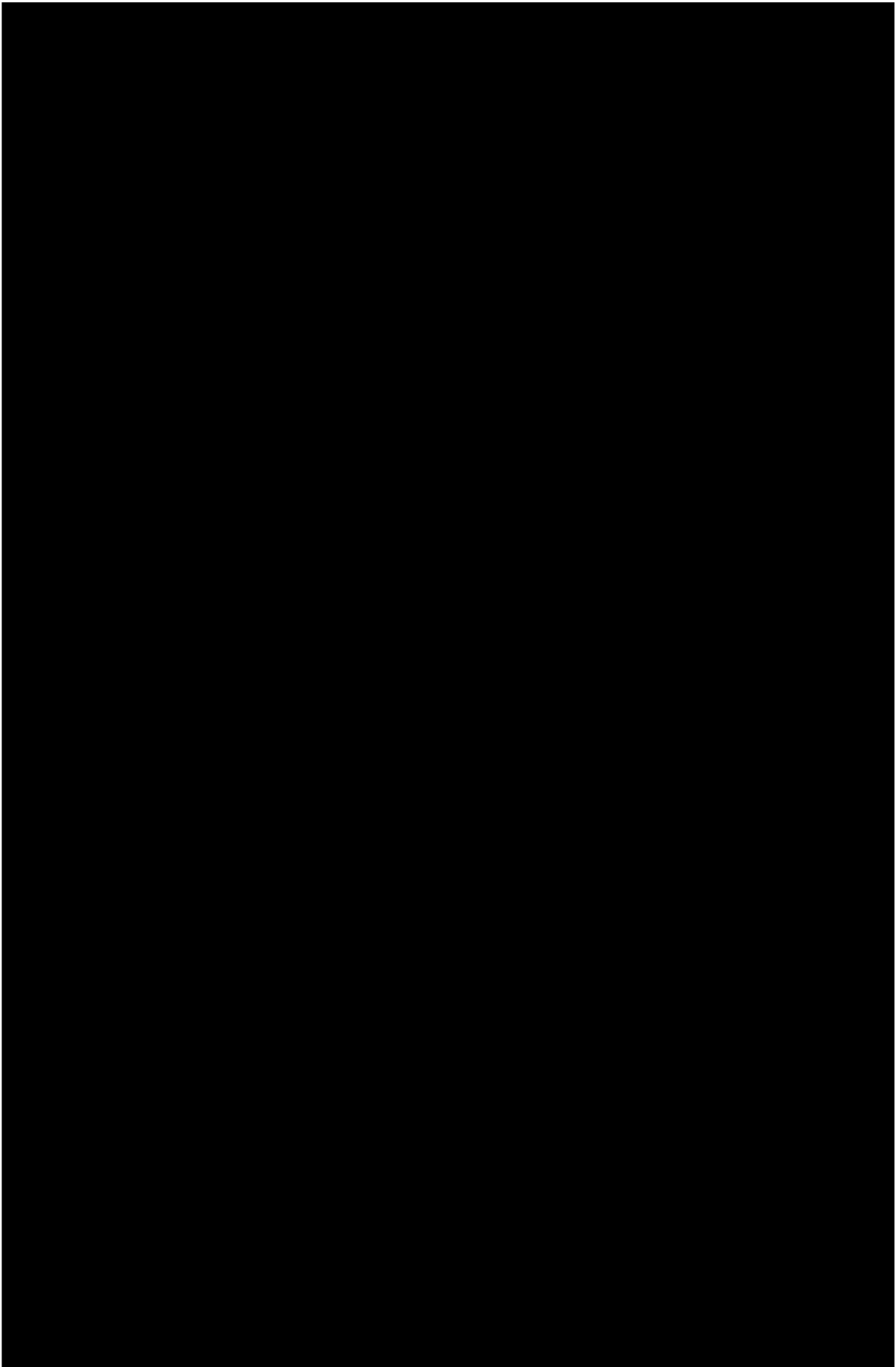




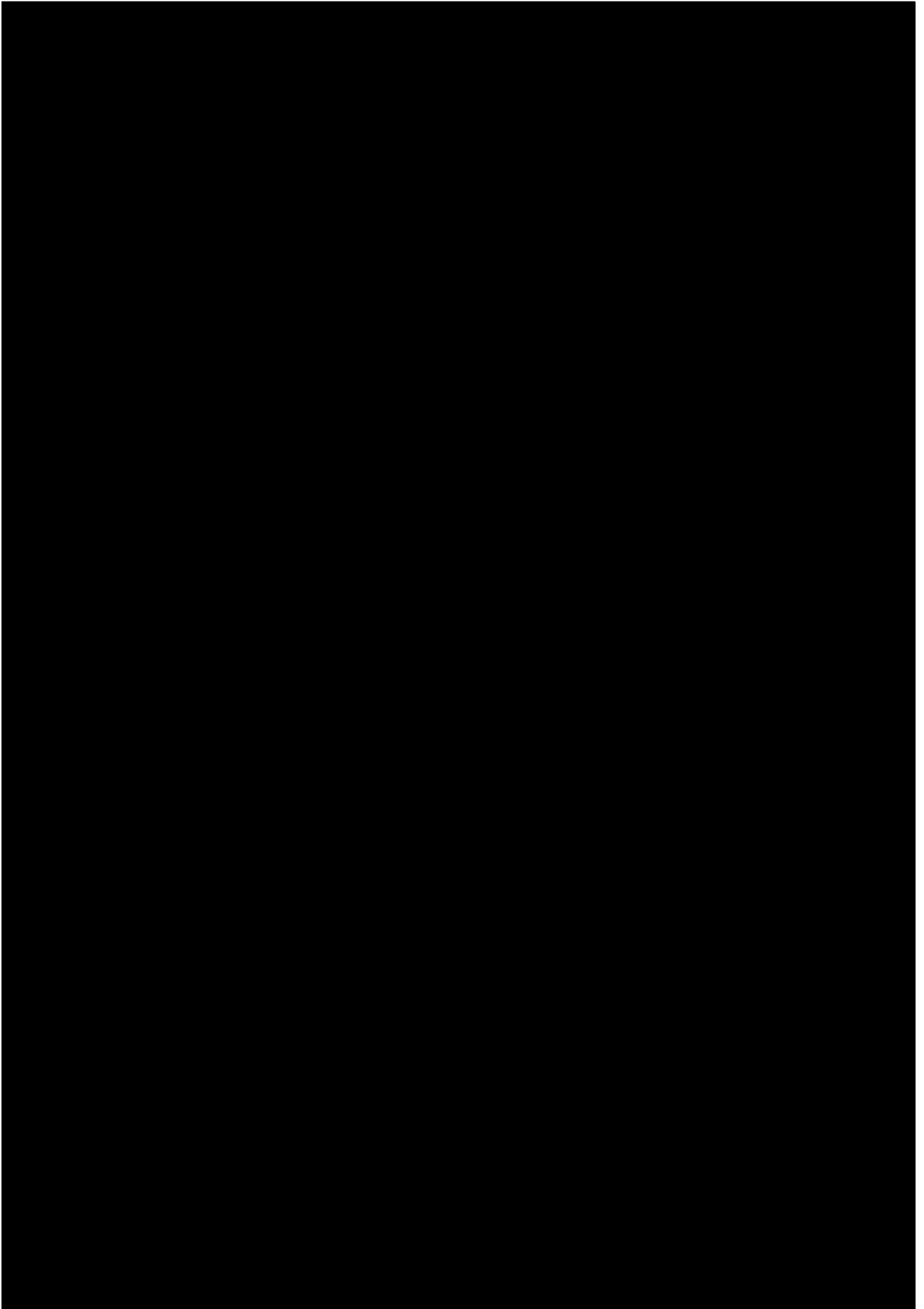
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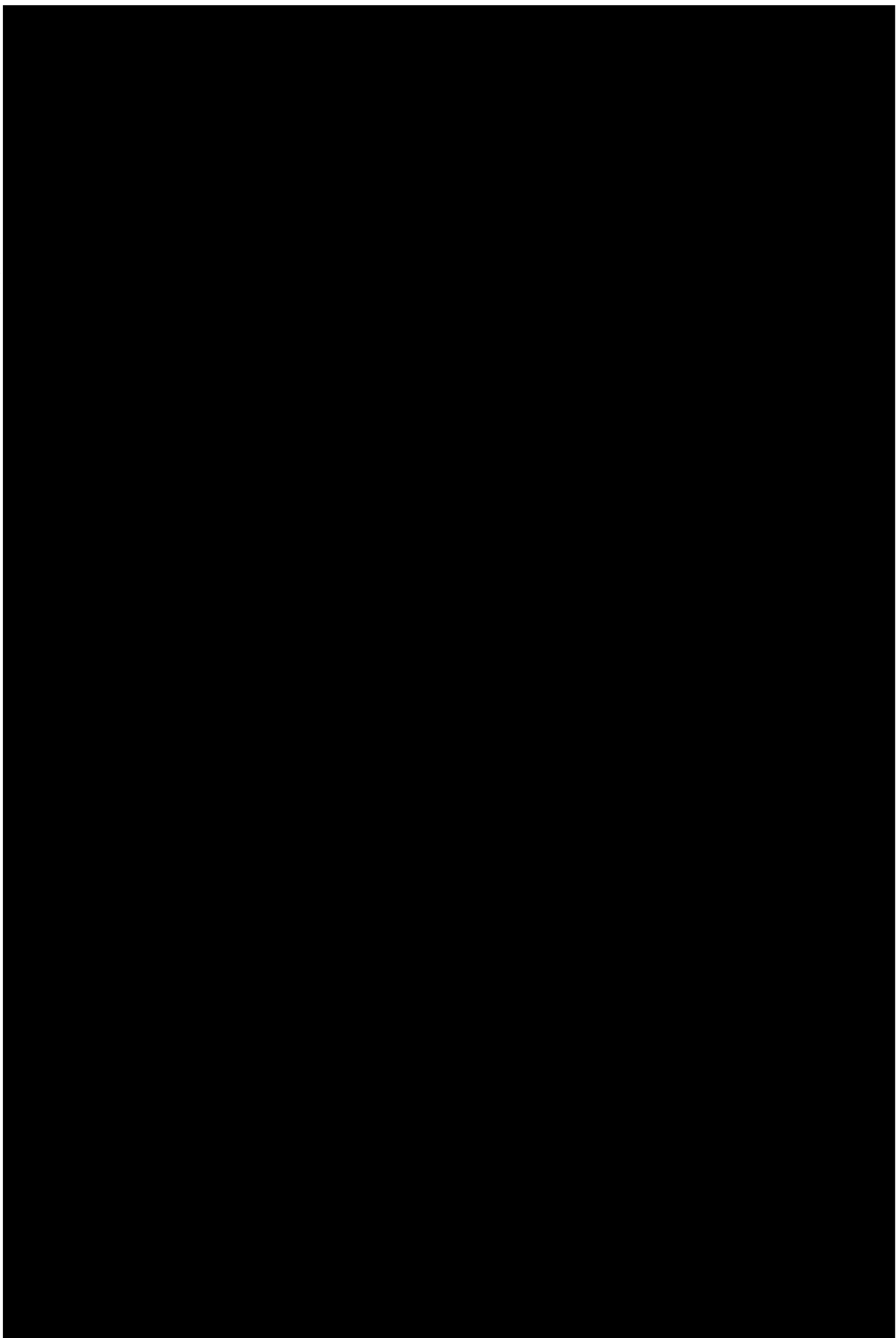
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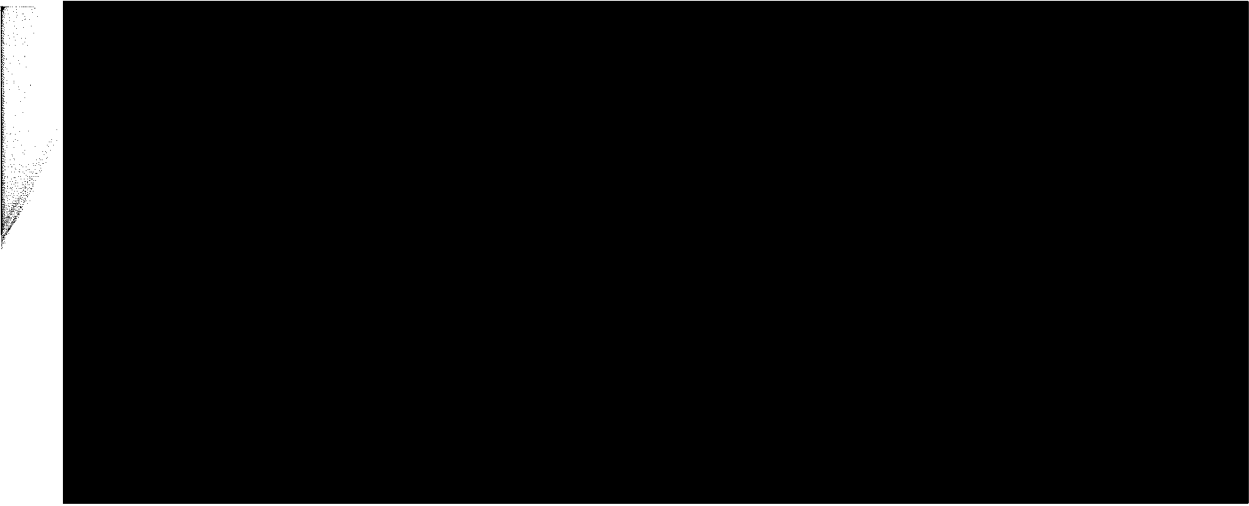
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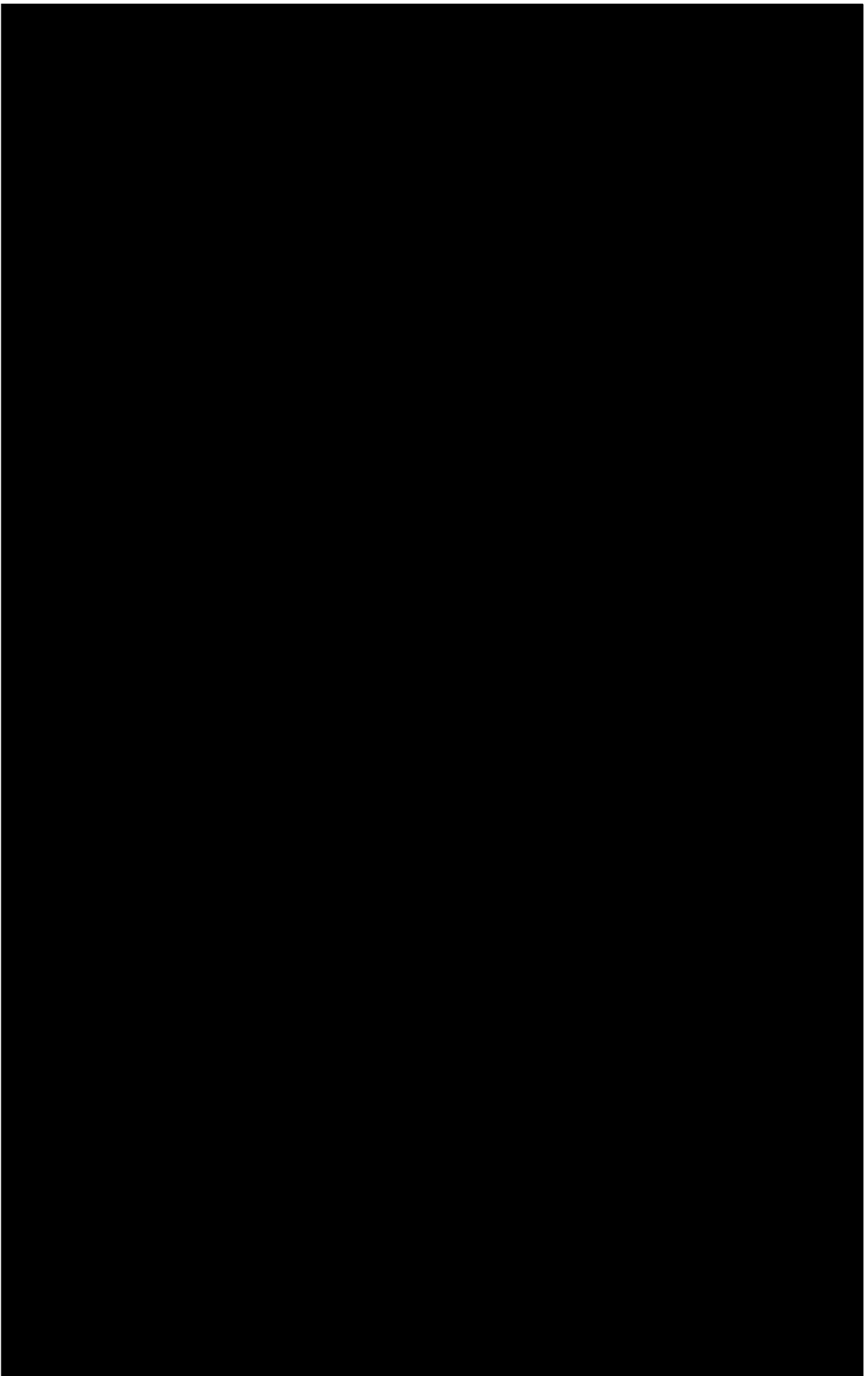


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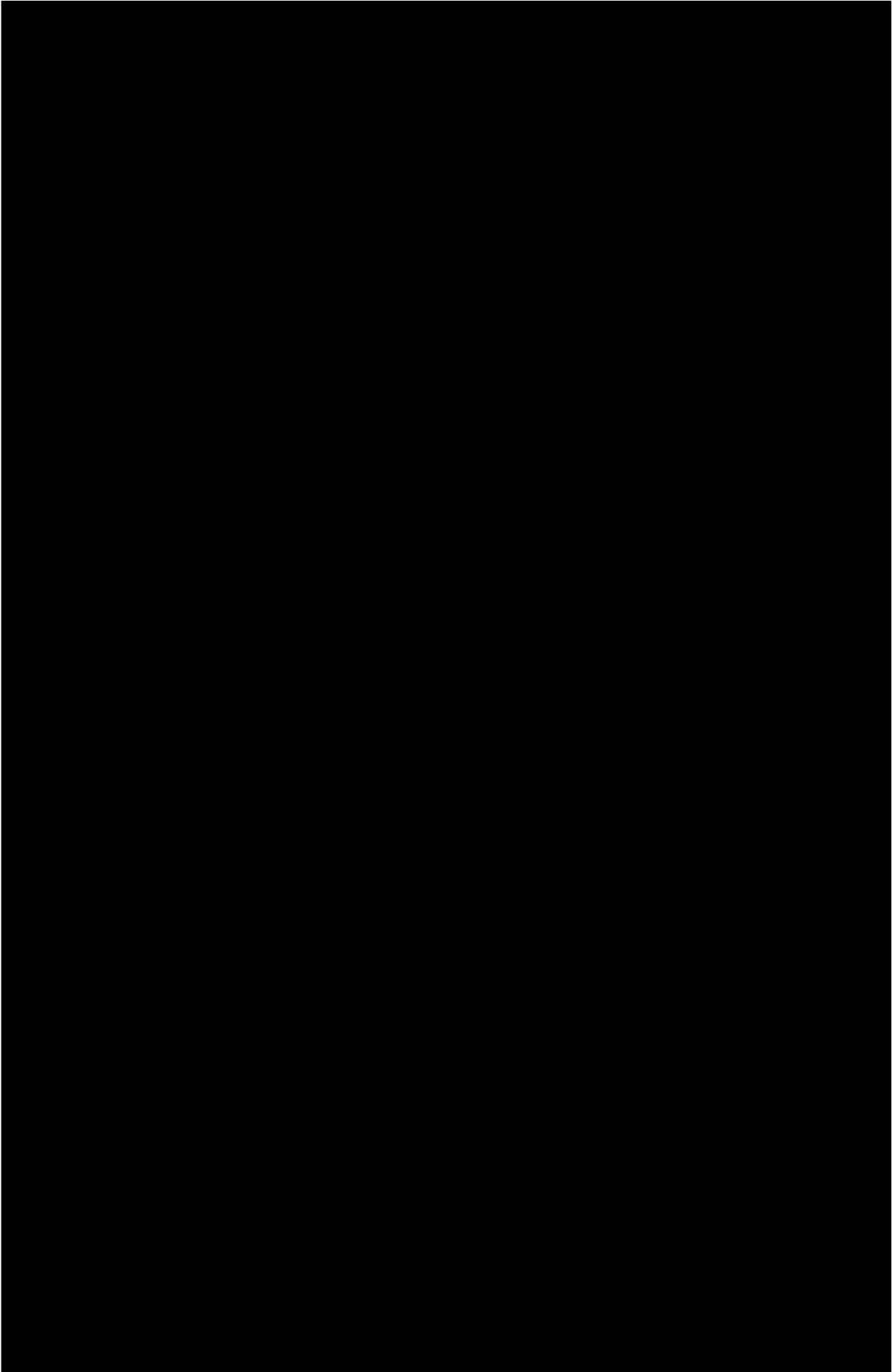


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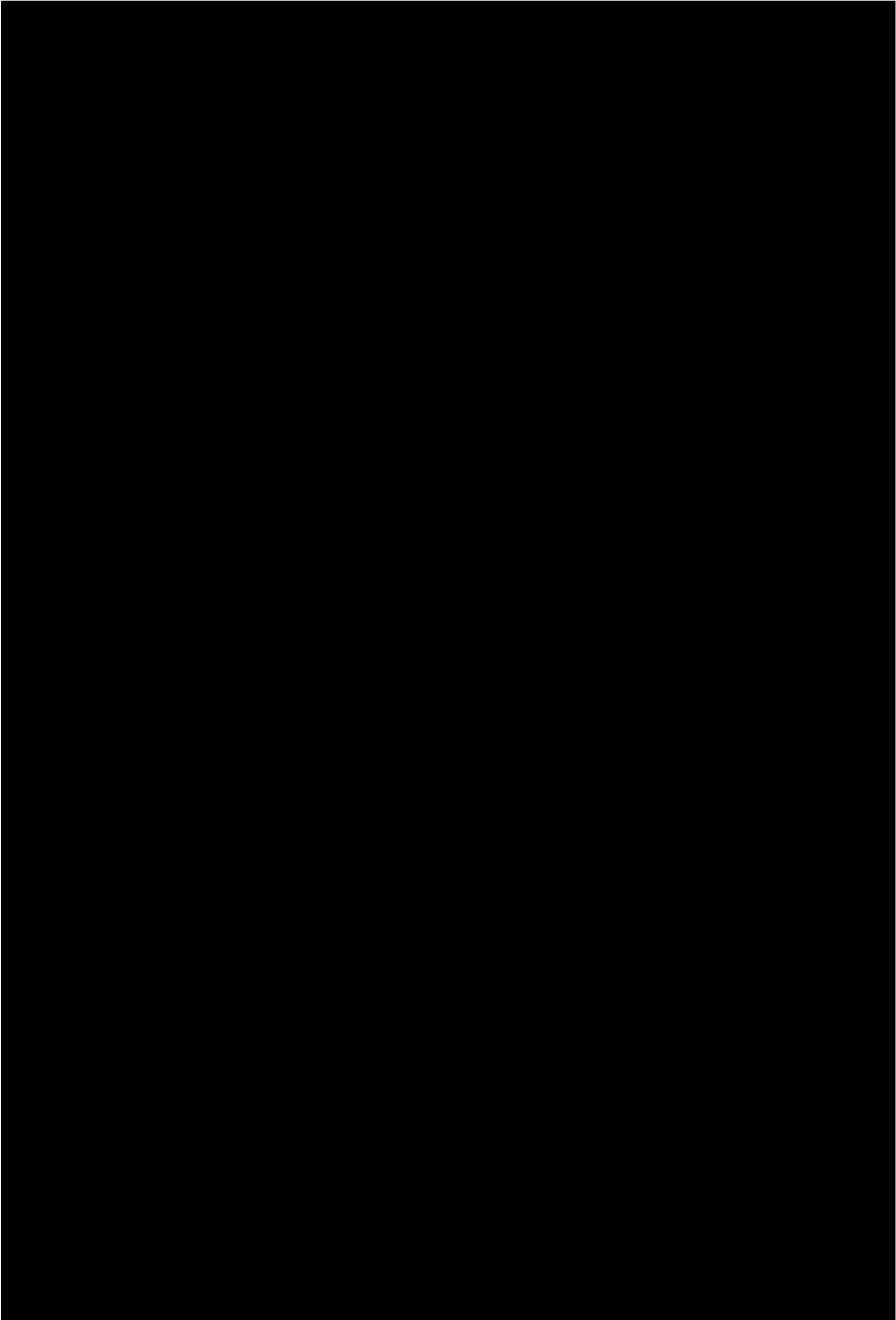




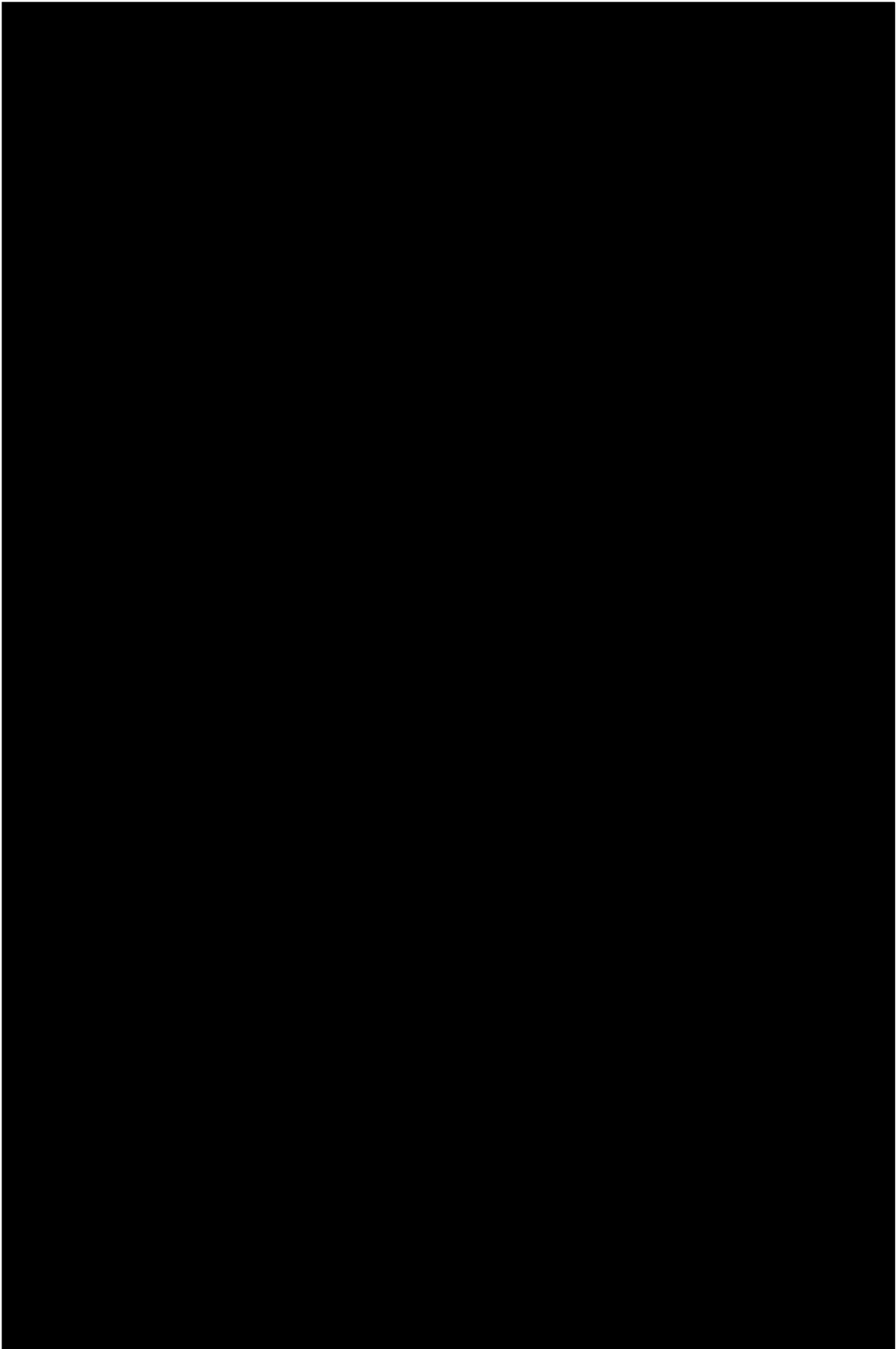
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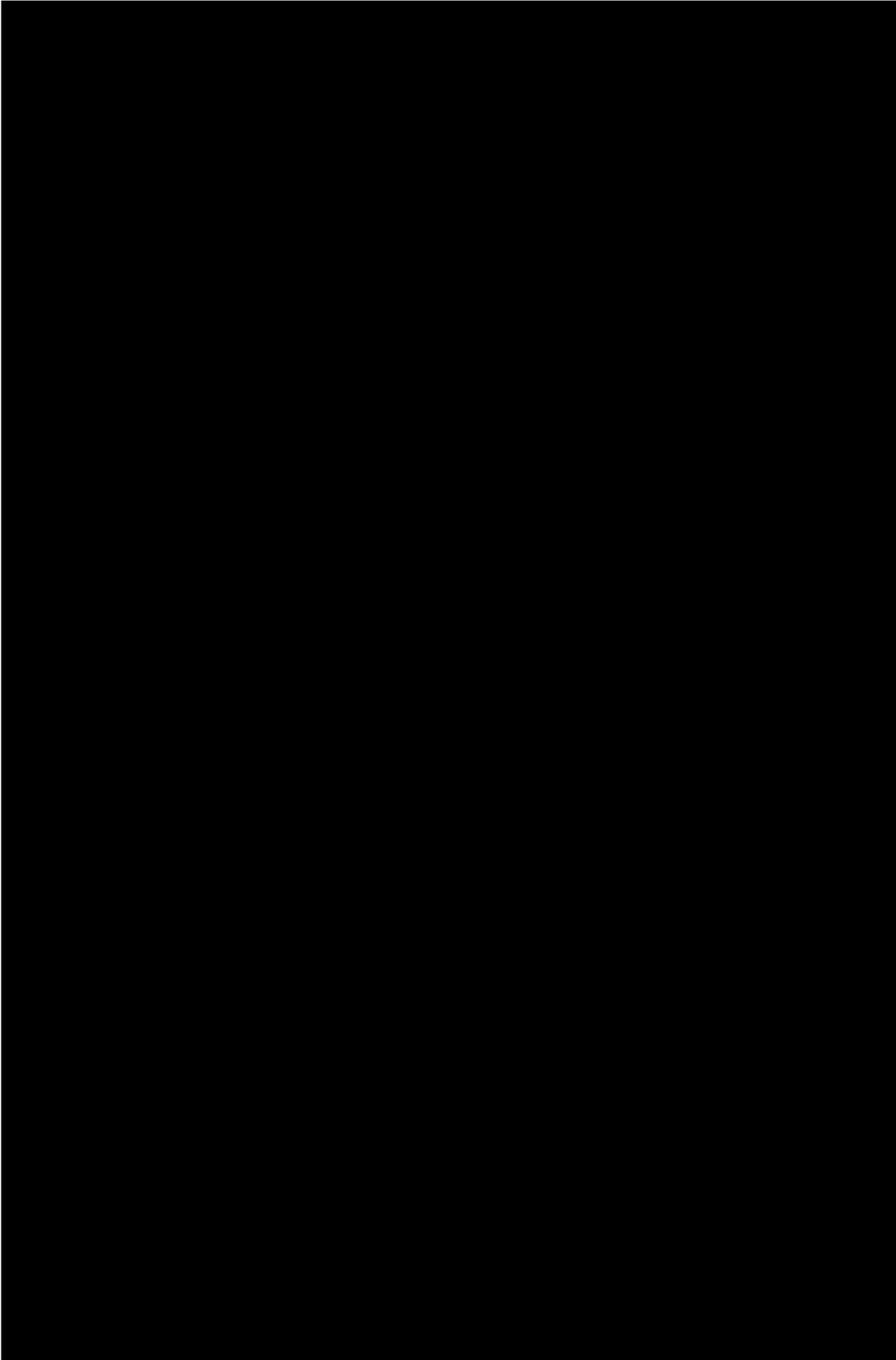
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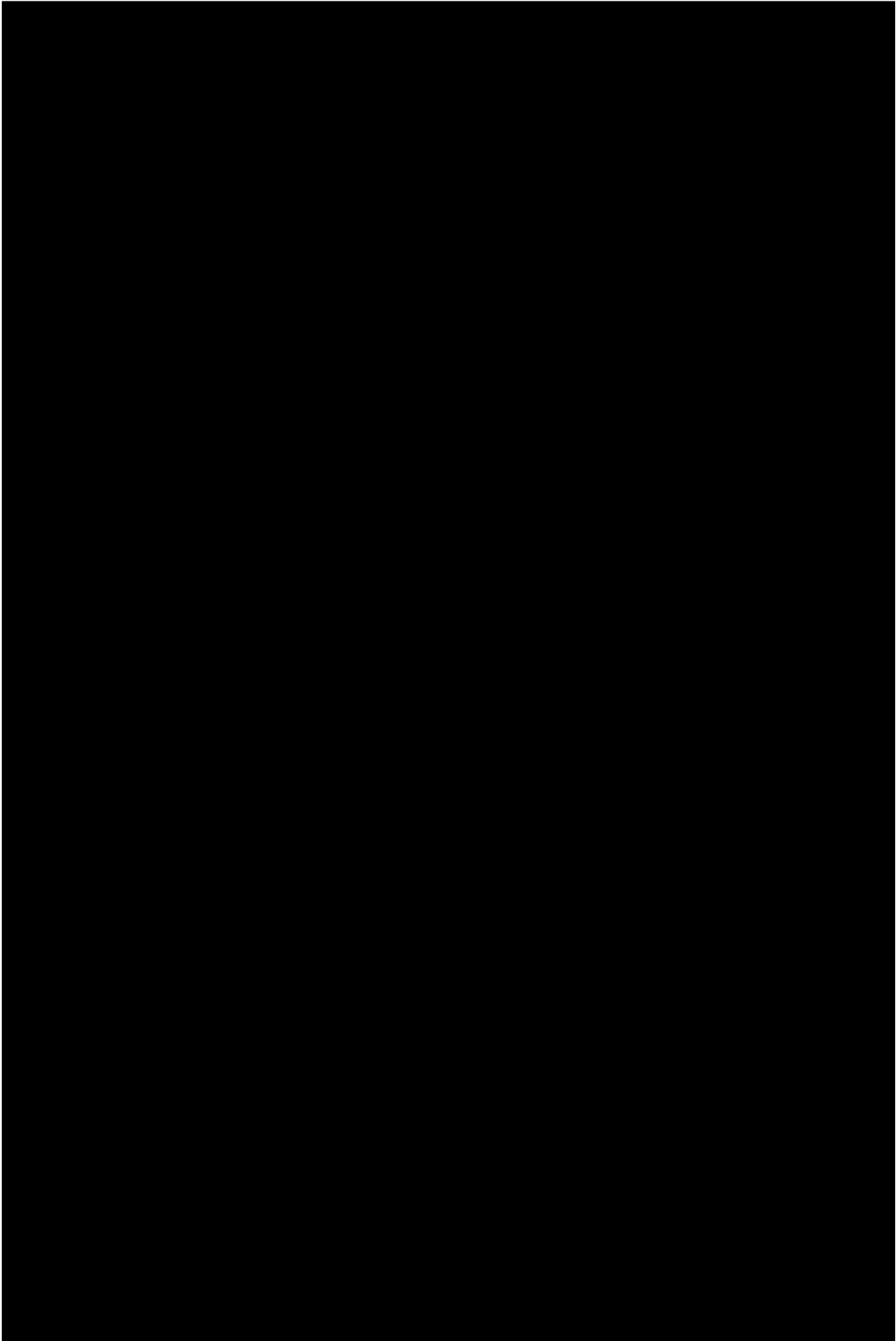
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PATENT
REEL: 052592 FRAME: 0450



PATENT
REEL: 052592 FRAME: 0451



PATENT
REEL: 052592 FRAME: 0452



**Extraordinary Shareholders' Meeting
of
optricon Entwicklungsgesellschaft für Optische Technologien mbH**

The undersigned are all shareholders („Shareholders“) of

optricon Entwicklungsgesellschaft für Optische Technologien mbH,
with its corporate seat in Berlin, registered with the commercial register of the Local Court of
Charlottenburg under HRB 97481

- hereinafter referred to as **“Company”**.

The Company's registered share capital amounts to EUR 69,765.00 and is divided into 20 shares with a nominal amount as indicated on the list of shareholders of the Company dated 18 December 2014 attached hereto as Exhibit. The Shareholders intend to sell and transfer all shares held by them in the Company (collectively the **“Shares”**) to Brillant 3006. GmbH, registered with the commercial register of the local court of Berlin-Charlottenburg under HRB 199965 B (the **“Purchaser”**), a subsidiary of Chembio Diagnostics, Inc., a stock corporation incorporated and existing under the laws of Nevada, United States of America, having its registered office at 3661 Horseblock Road, Medford, New York, 11763 United States of America.

The transfer of the Shares to the Purchaser requires the Shareholders' consent pursuant to Section 16 of the Company's articles of association (the **“Articles of Association”**).

Therefore, the Shareholders, waiving adherence to all requirements as to form and time made by statutory law and/or the Articles of Association, hereby hold an extraordinary Shareholders' meeting and resolve unanimously with all votes as follows:

- We hereby grant our consent to the transfer of the Shares to the Purchaser.
- We hereby waive any rights available to us in relation to the Shares under the Articles of Association or any other agreement entered into by any of us.
- These resolutions shall be effective as of the Closing Date.

No further resolutions are adopted. This concludes the extraordinary Shareholders' meeting.

The Shareholders irrevocably waive their right to object against or challenge this Shareholders' resolution.

(signature pages follow)

Exhibit:

- List of Shareholders of the Company dated 18 December 2014

1. Mr. Lutz Melchior

Signatory: Lutz Melchior

Place, date: Berlin, 17.10.2018

Lutz Melchior
Signature

2. Mr. Volker Plickert

Signatory: Volker Plickert

Place, date: Berlin, 17.10.2018

V. Plickert
Signature

3. Mr. Mathias Grumm

Signatory: i.V. Volker Plickert

Place, date: Berlin, 17.10.2018

i.V. V. Plickert
Signature

4. Ventegis Capital AG

Signatory: Karsten Haack

Place, date: Berlin, 17.10.2018

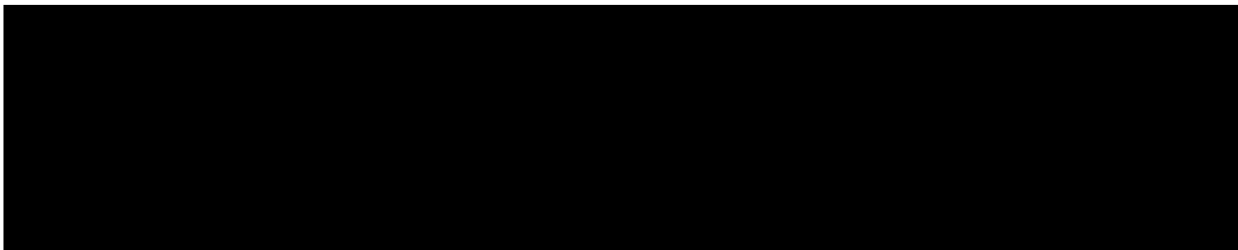
Karsten Haack
Signature

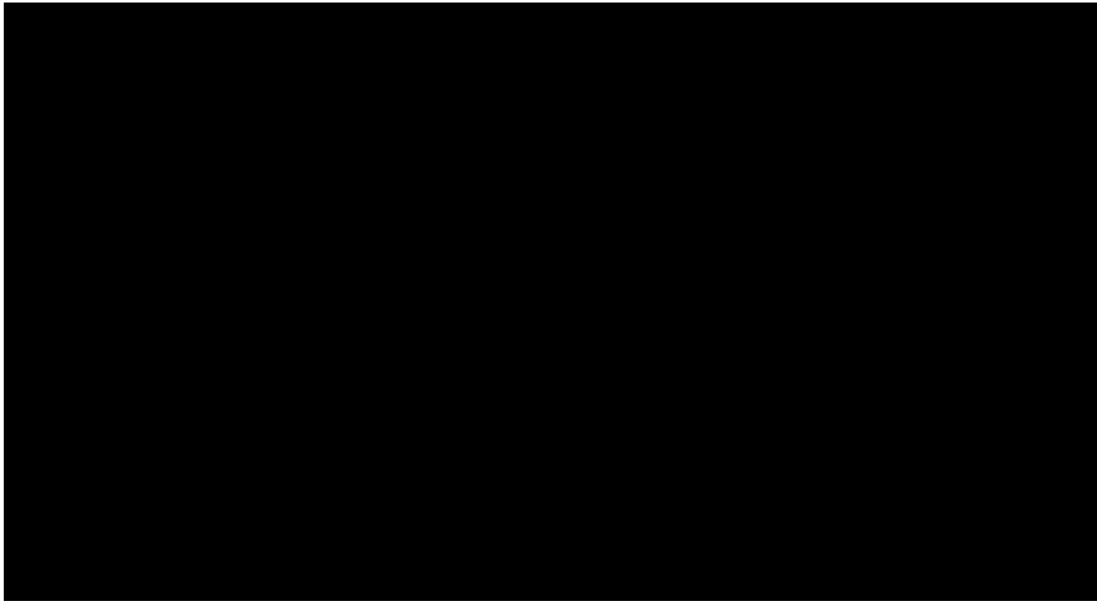
5. VC Fonds Technologie Berlin GmbH

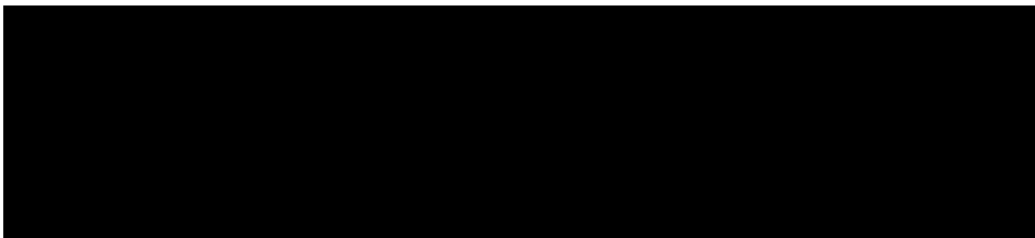
Signatory: Christian Seegers

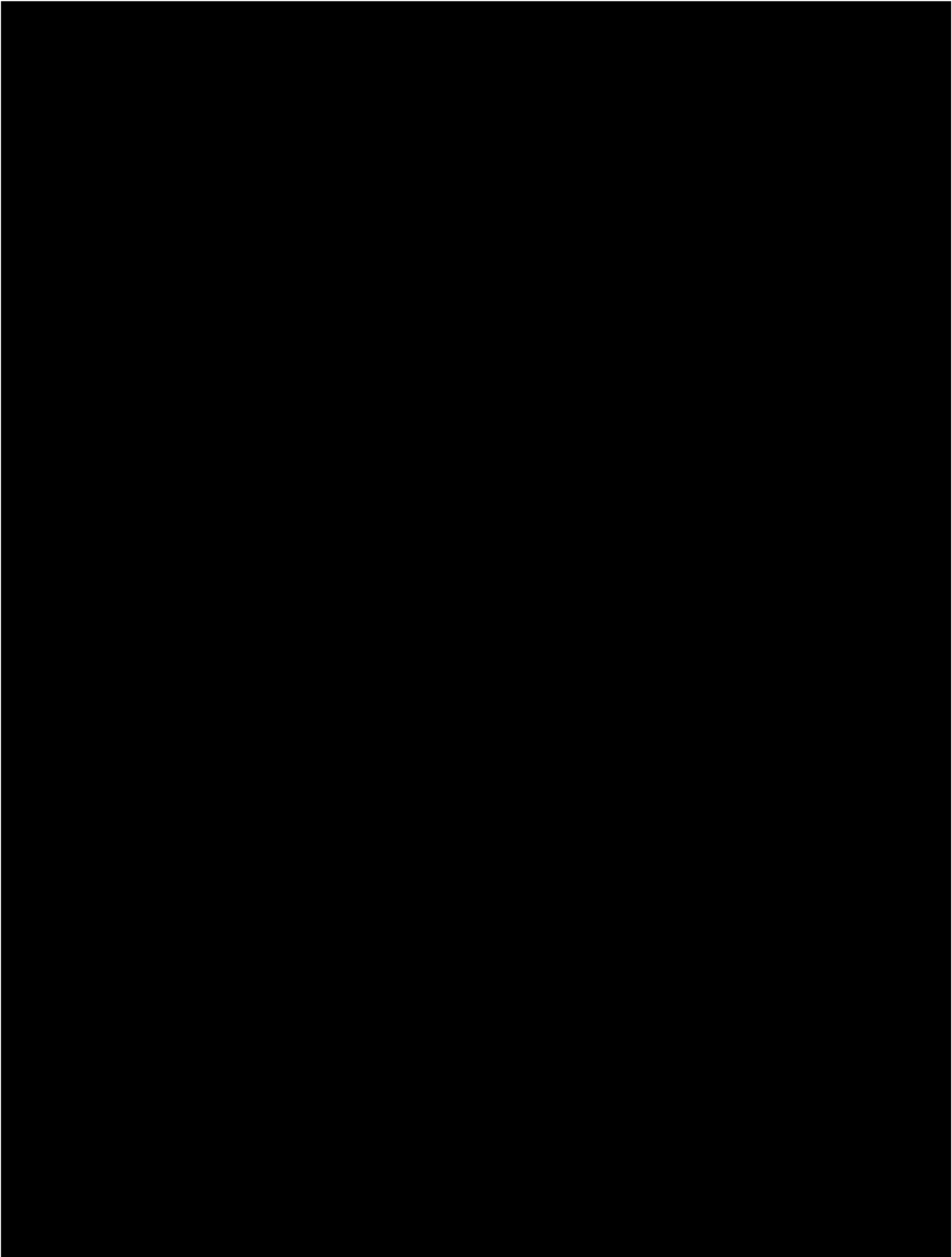
Place, date: Berlin, 17. 10. 2018

C. Seegers
Signature



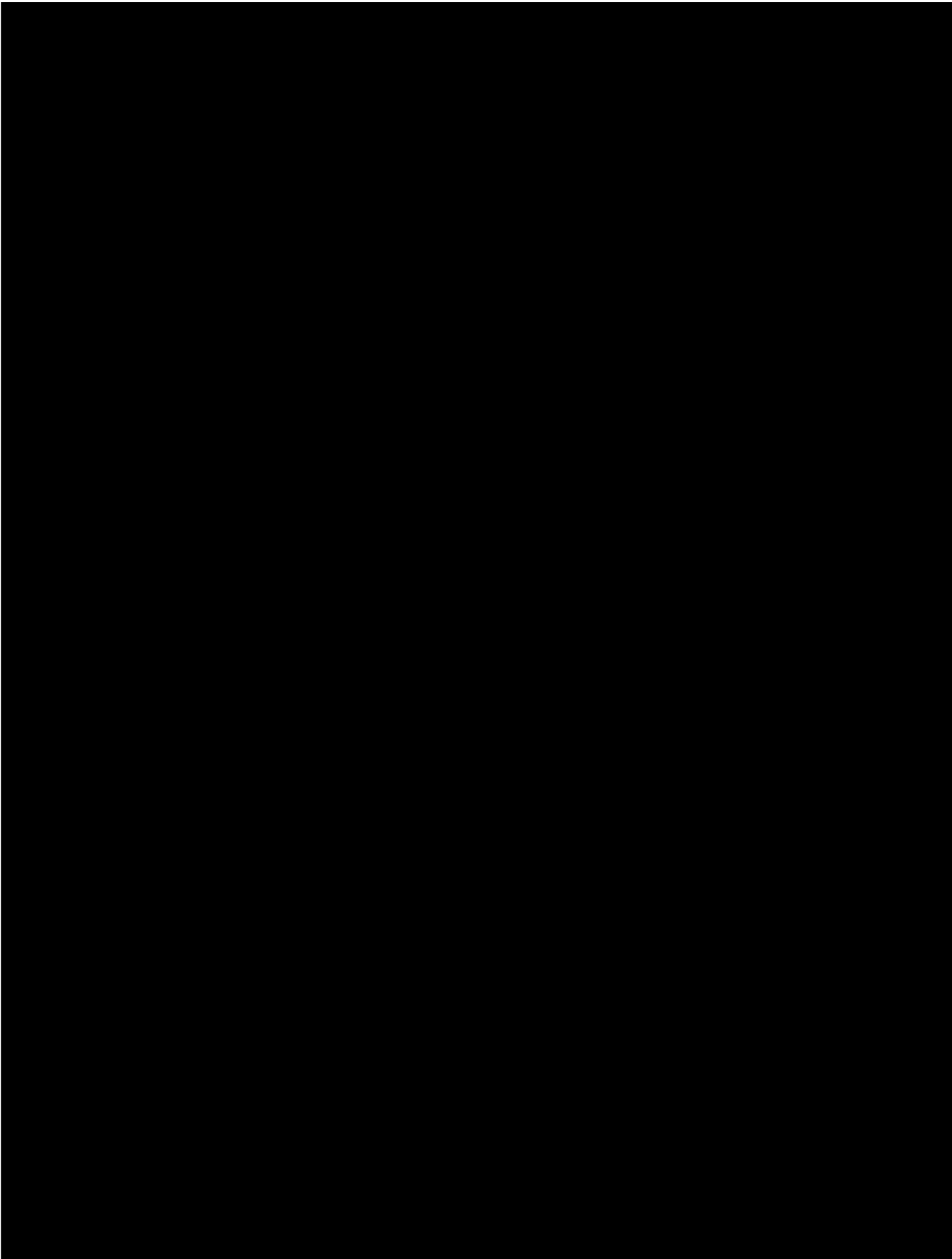




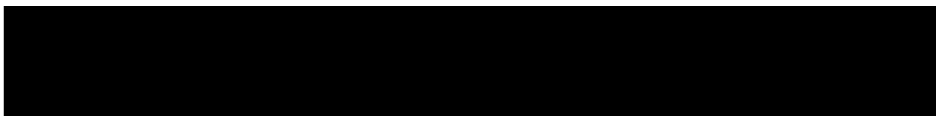


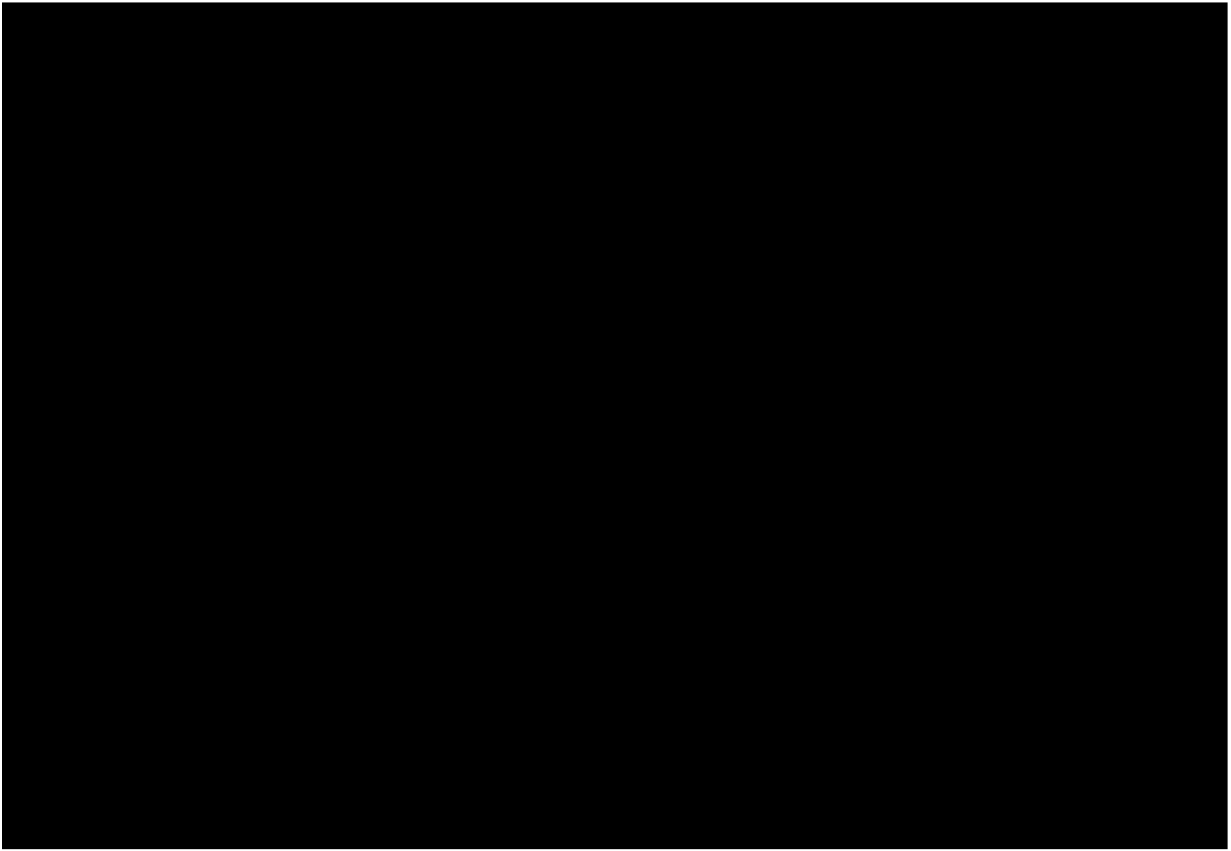
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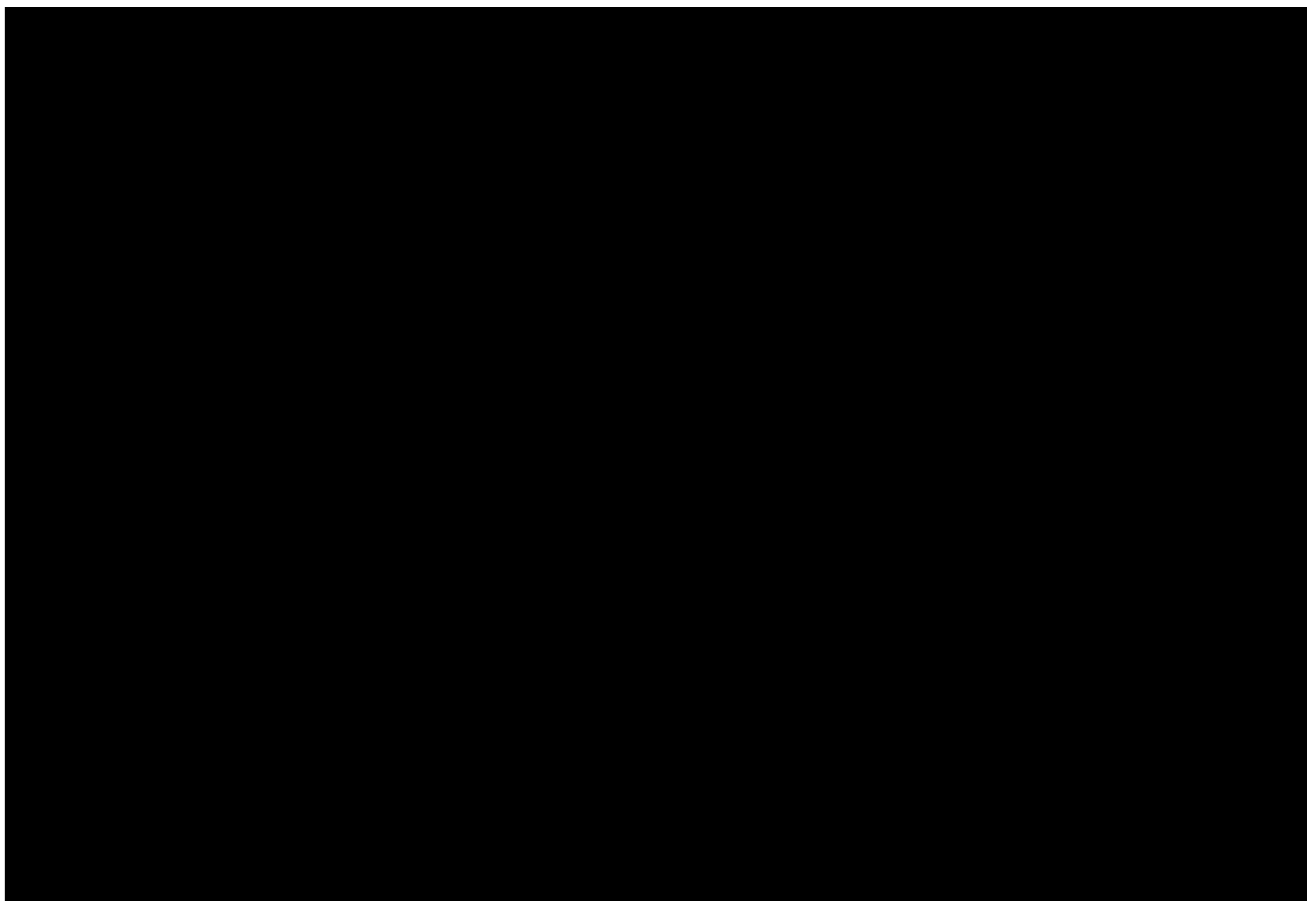




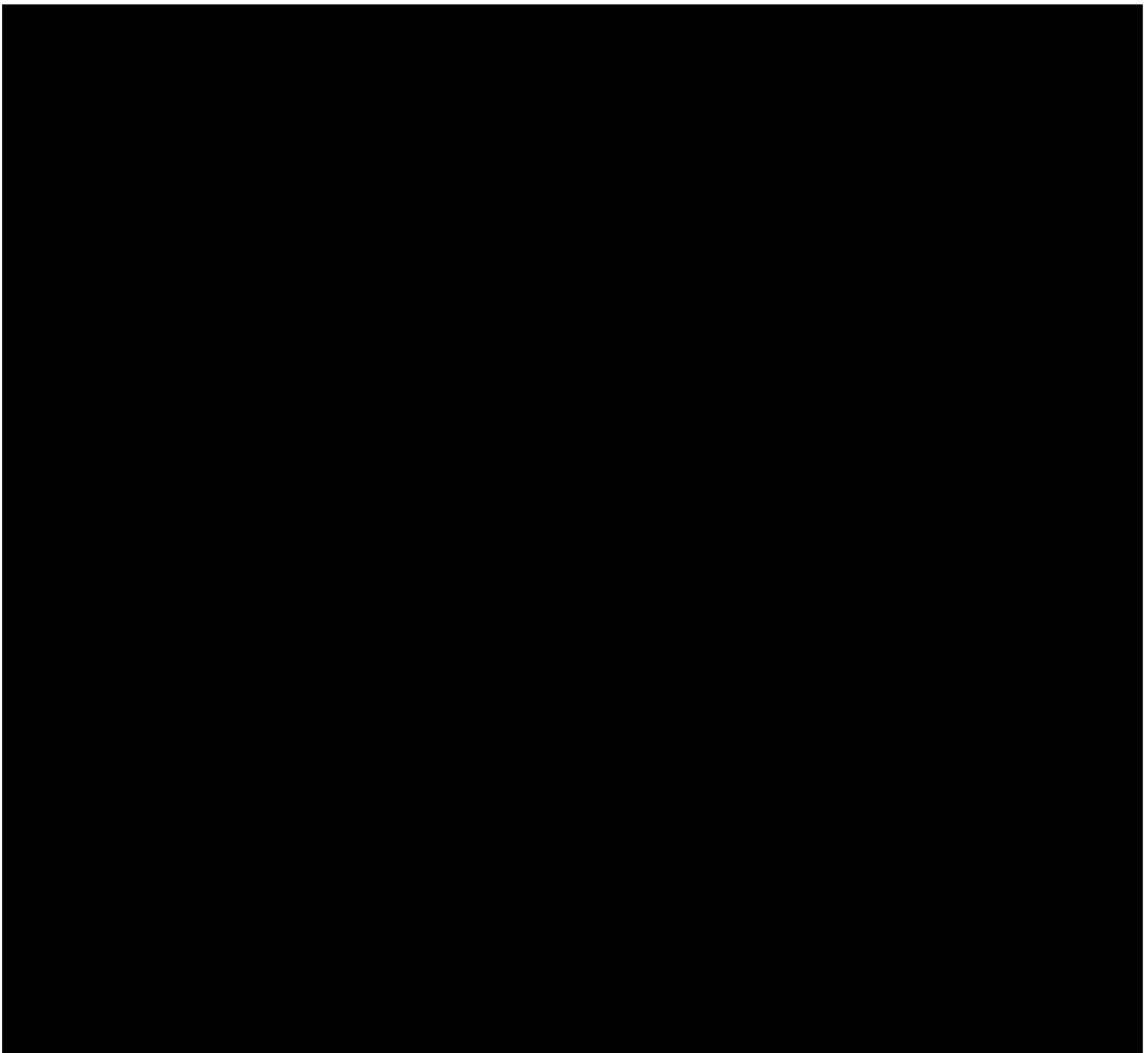






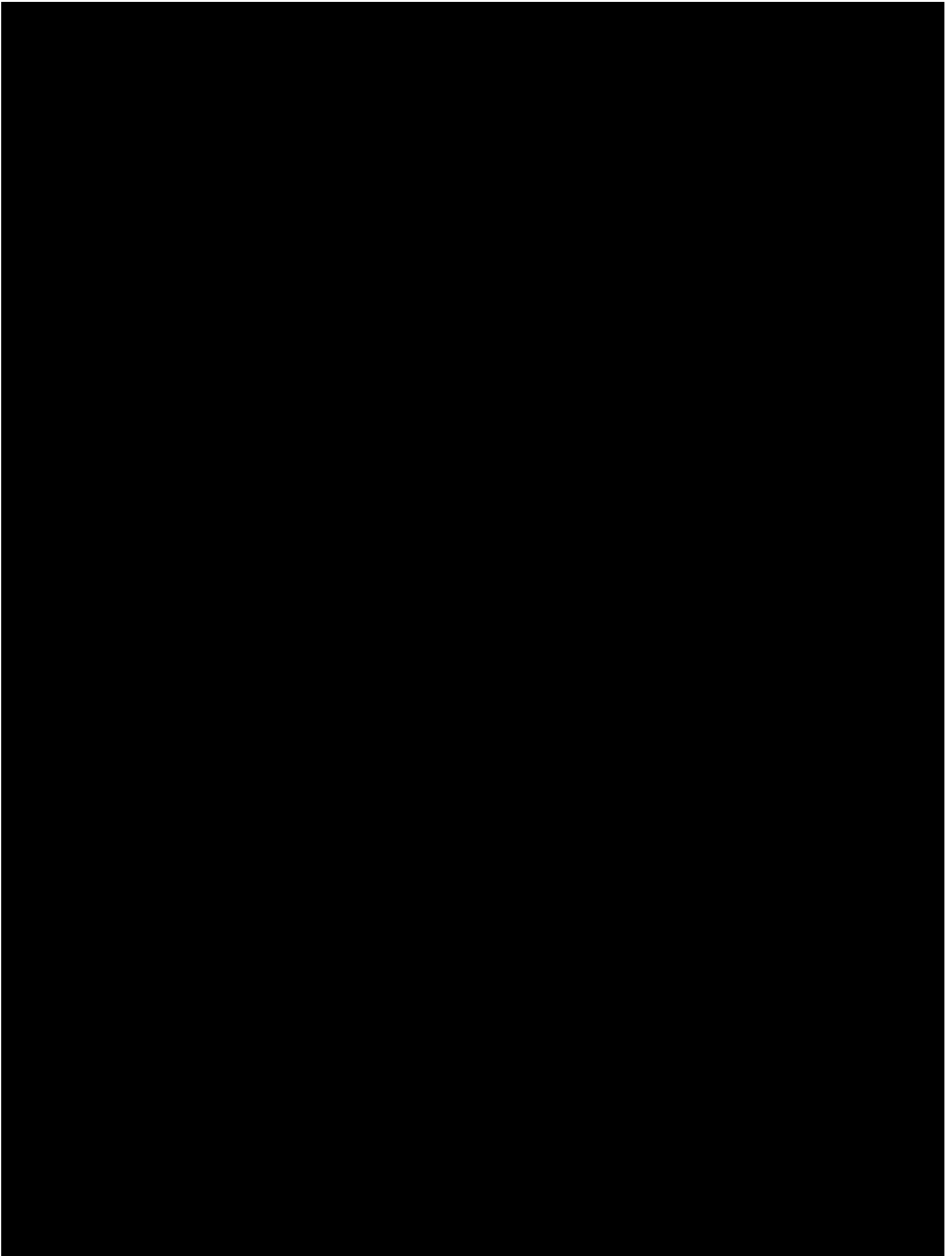




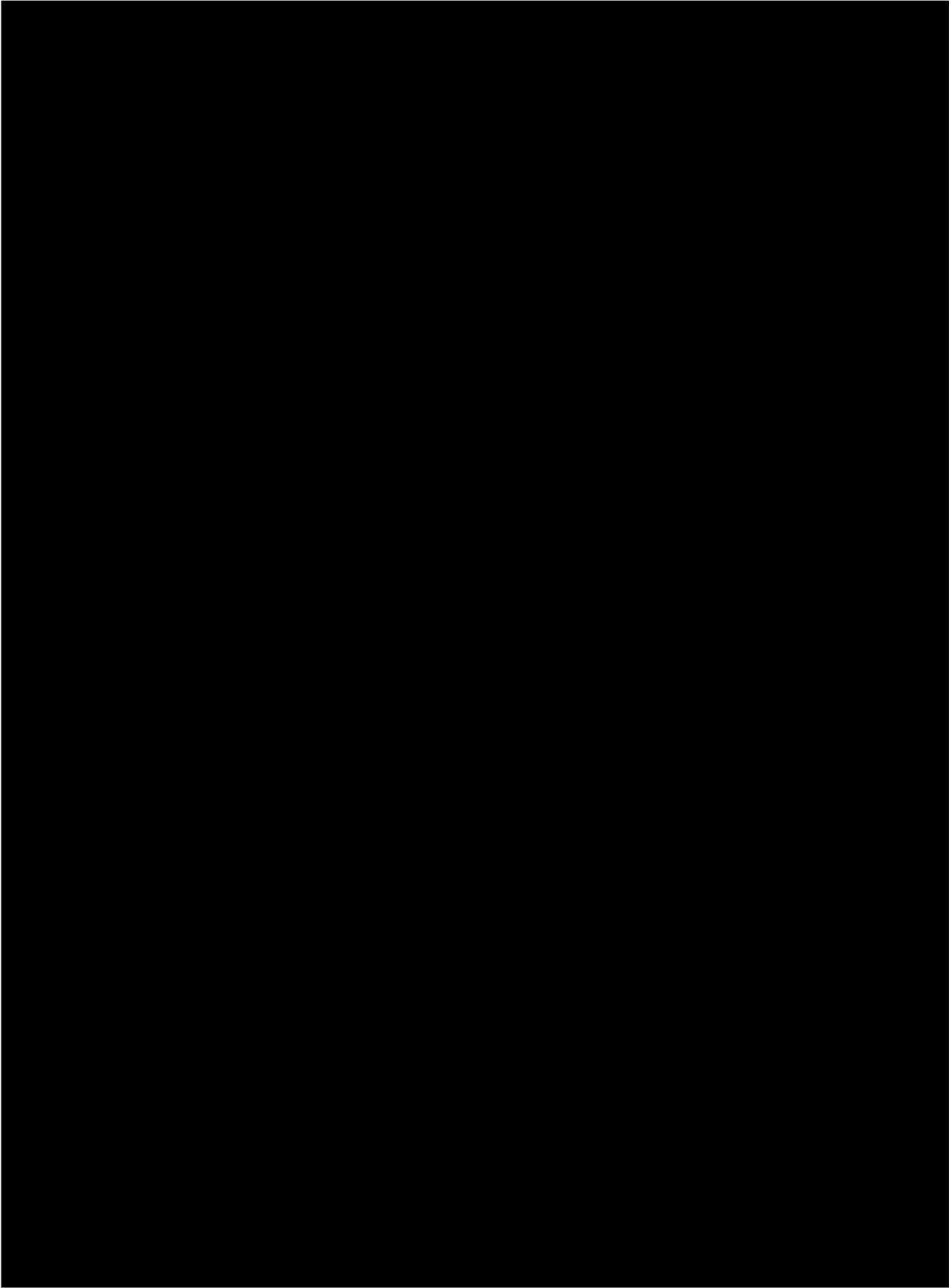


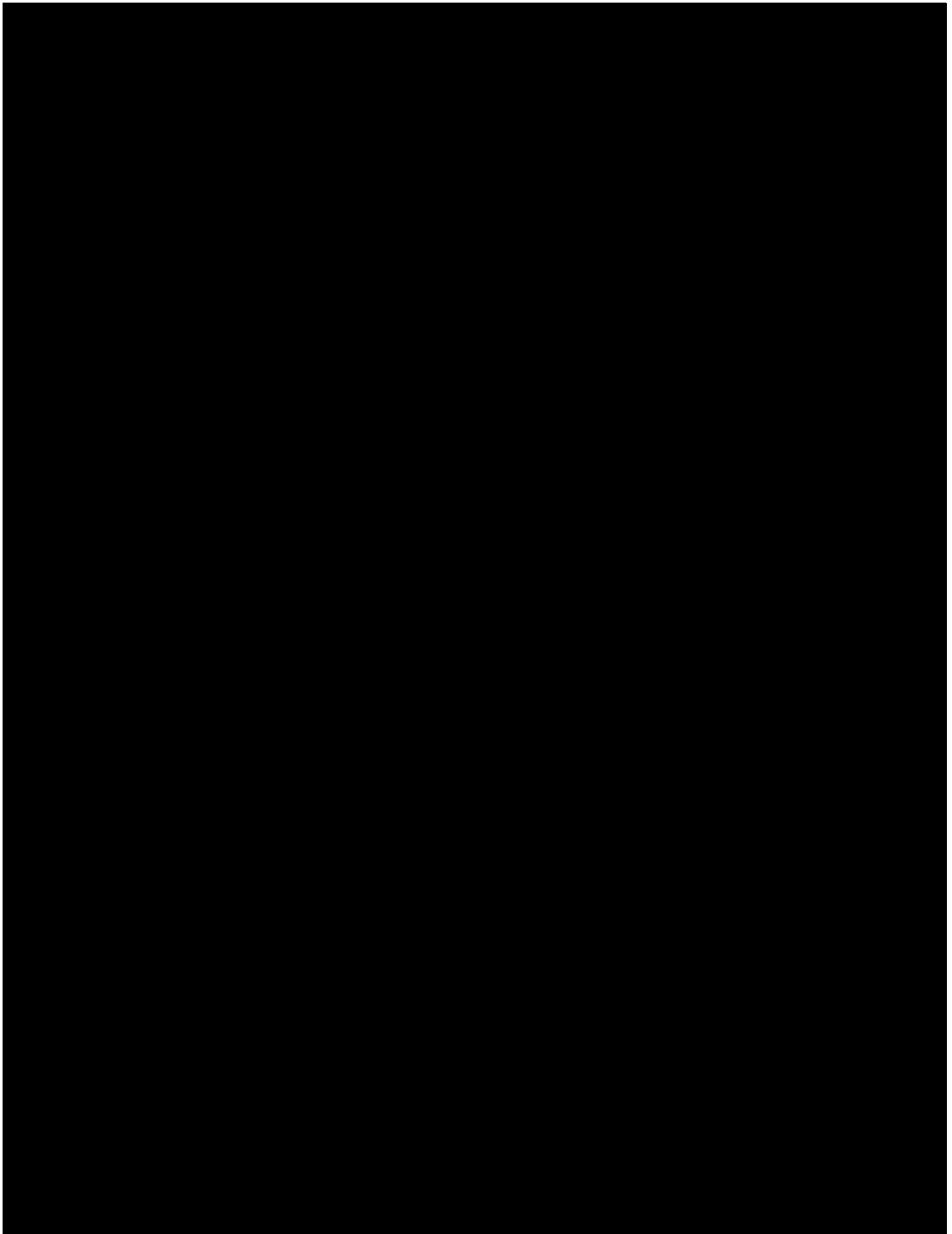
K&L GATES

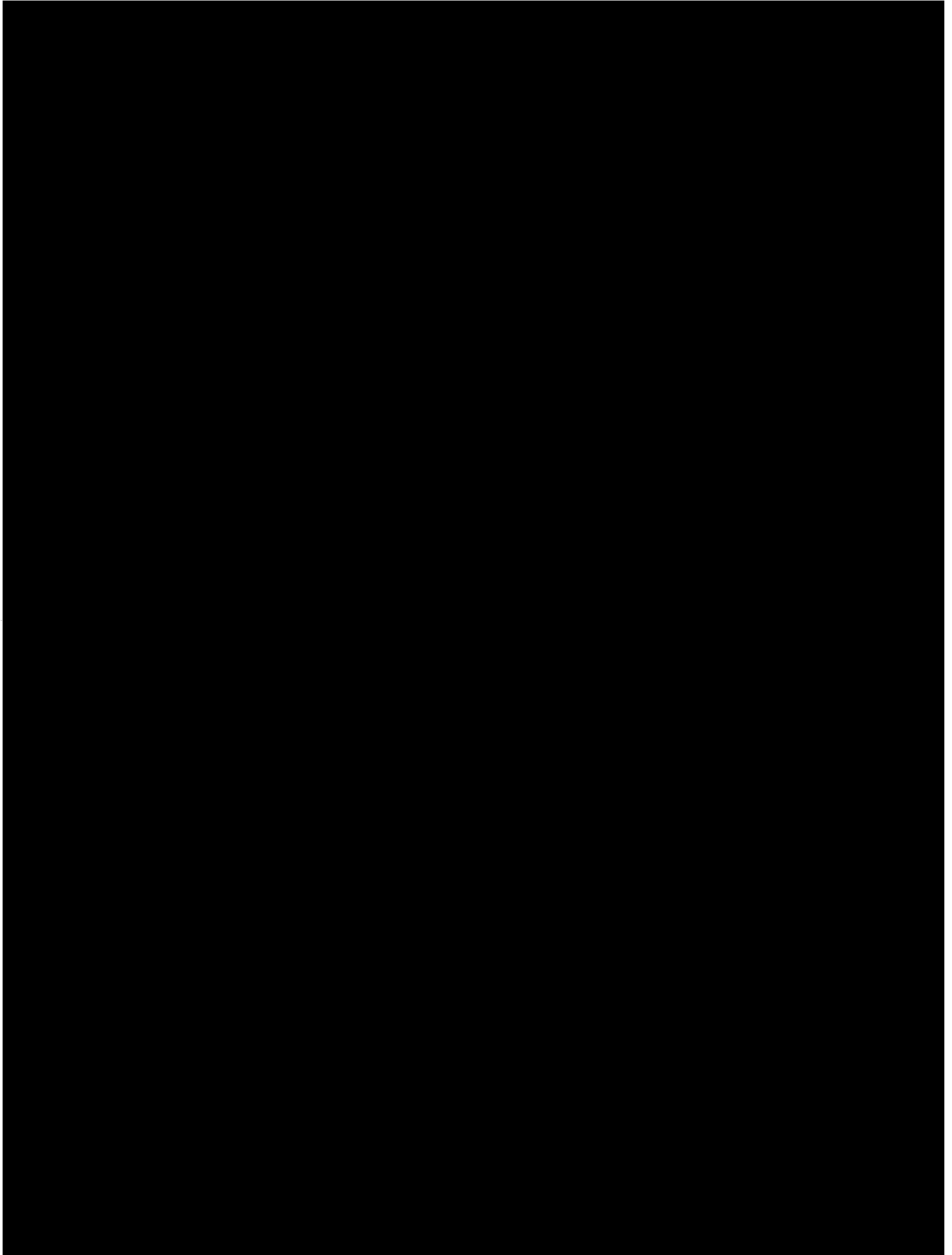
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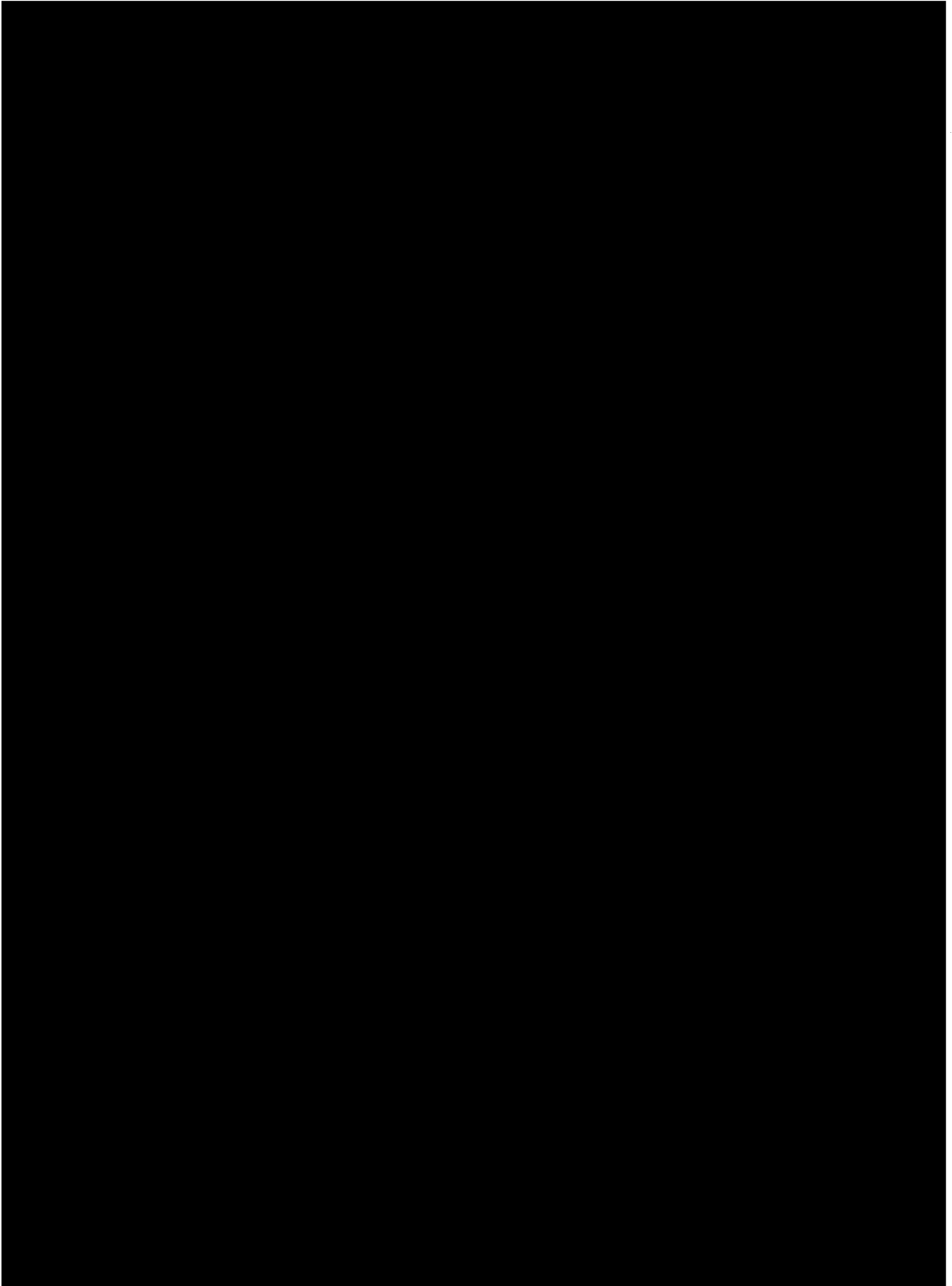


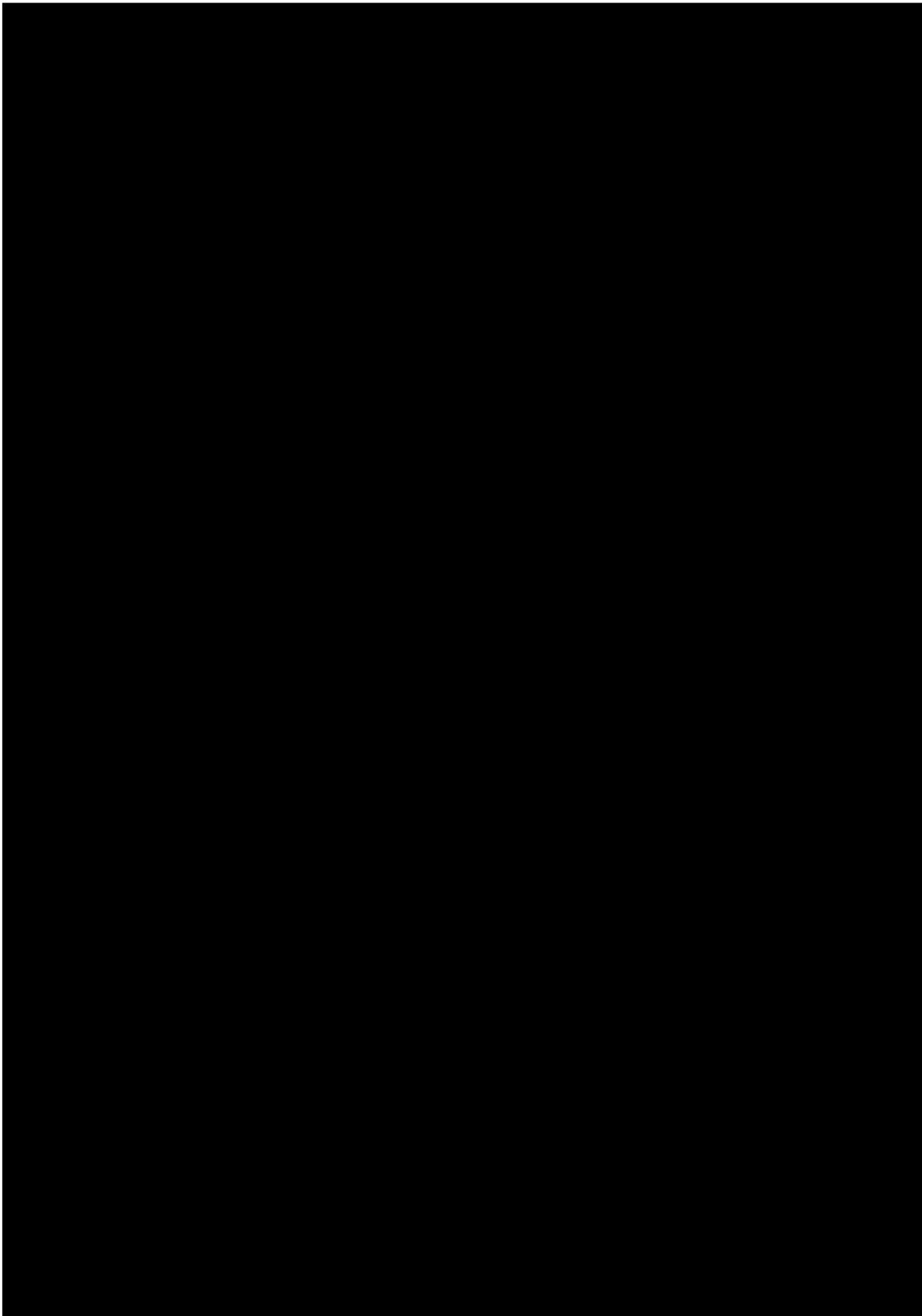




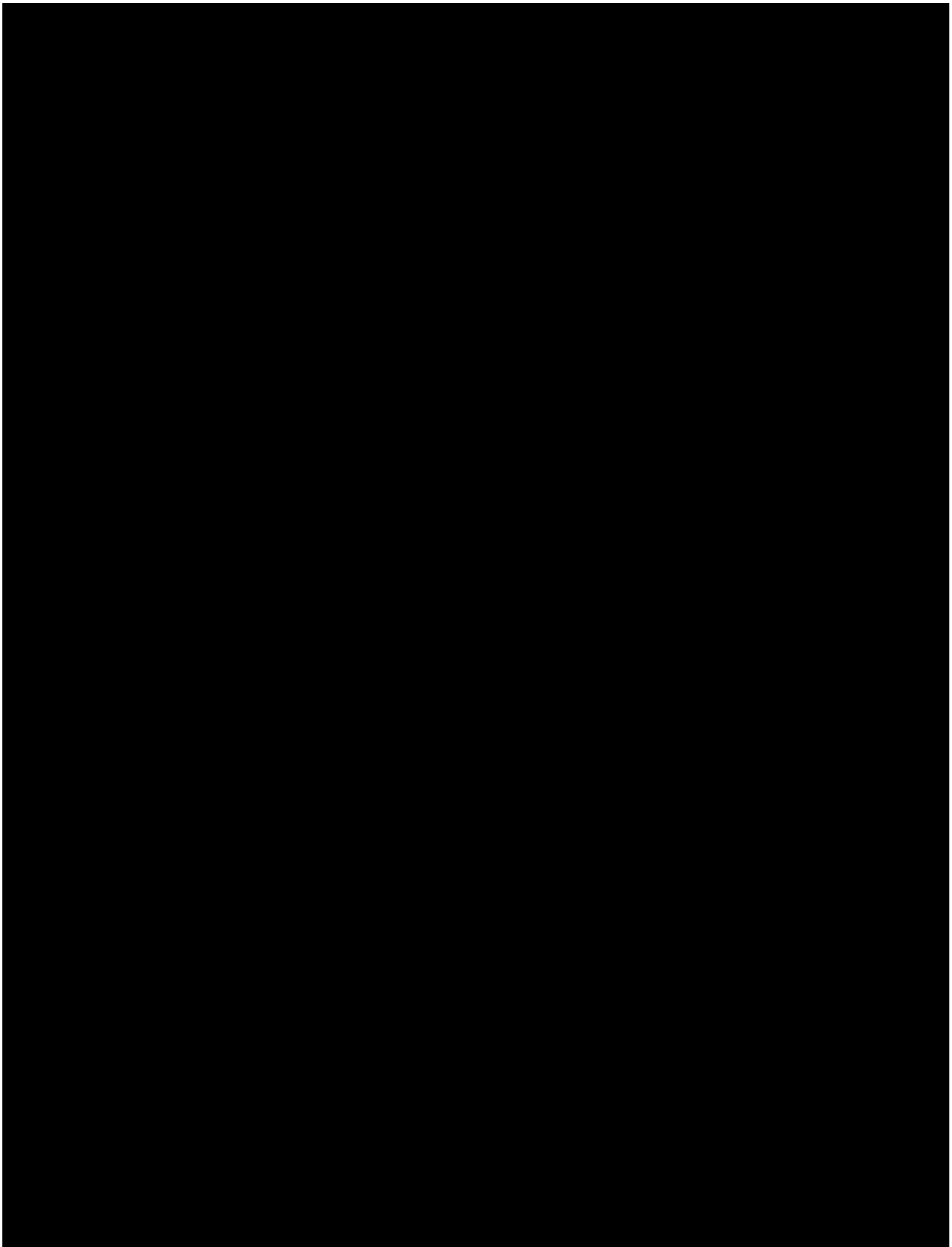


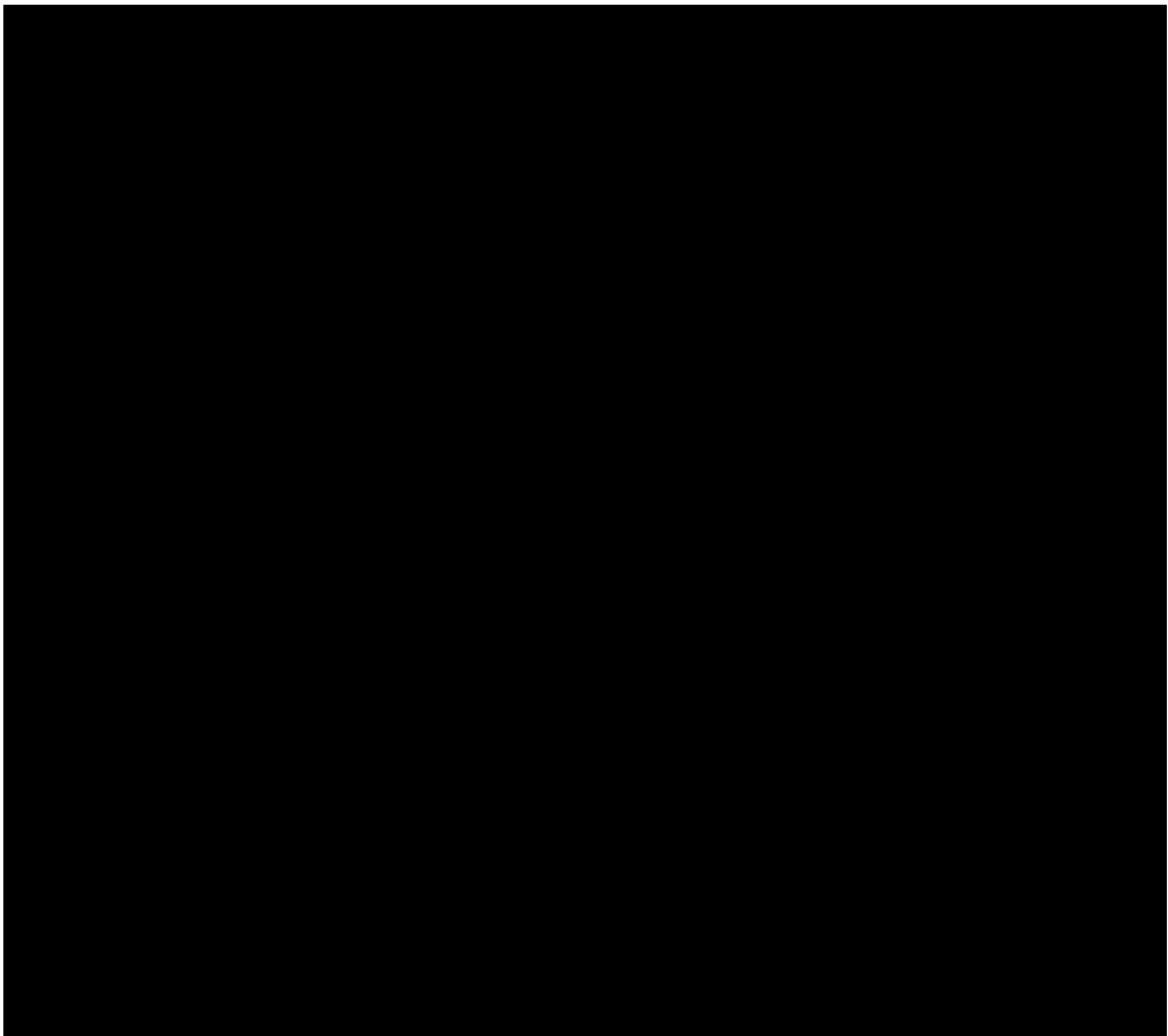






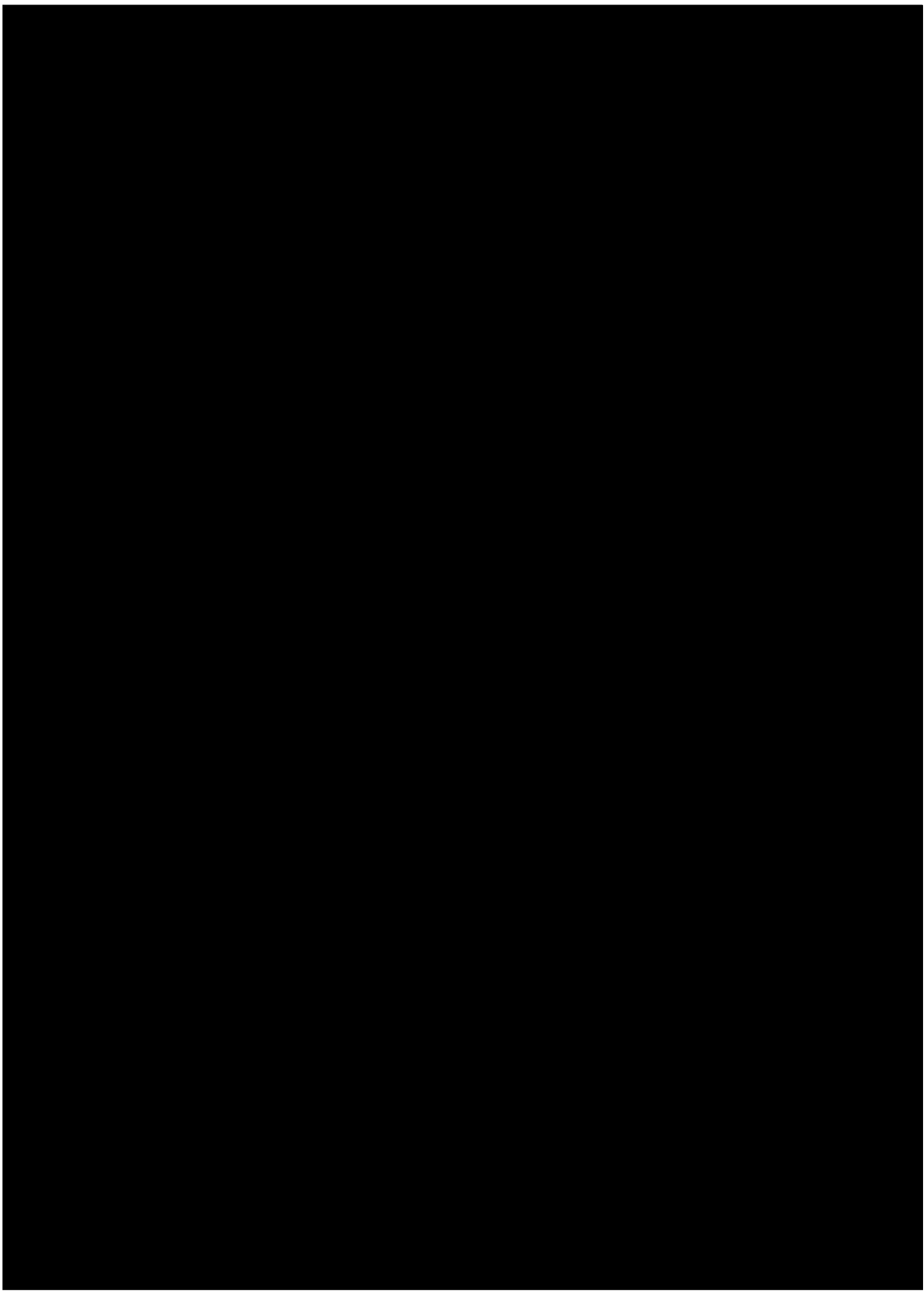




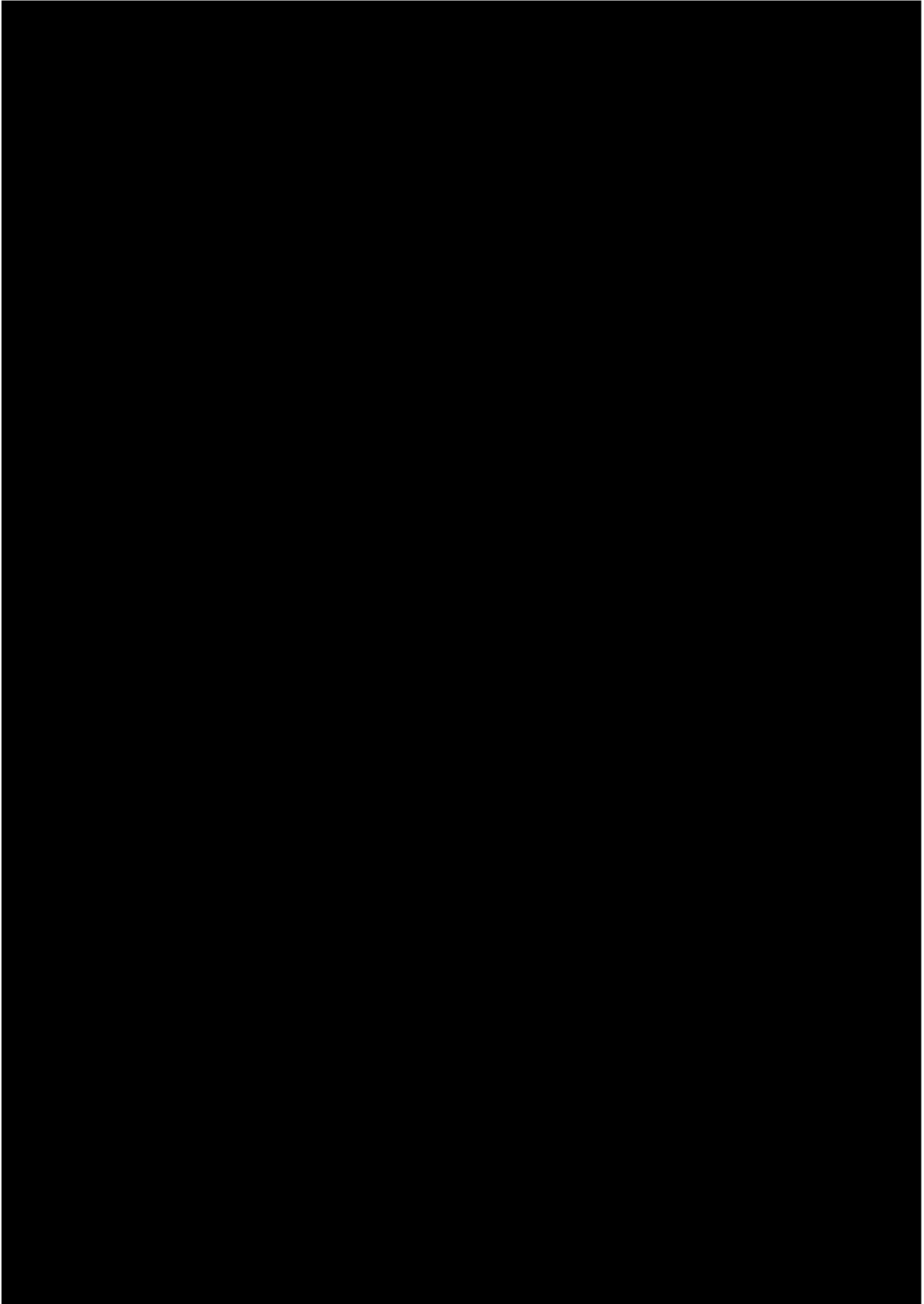


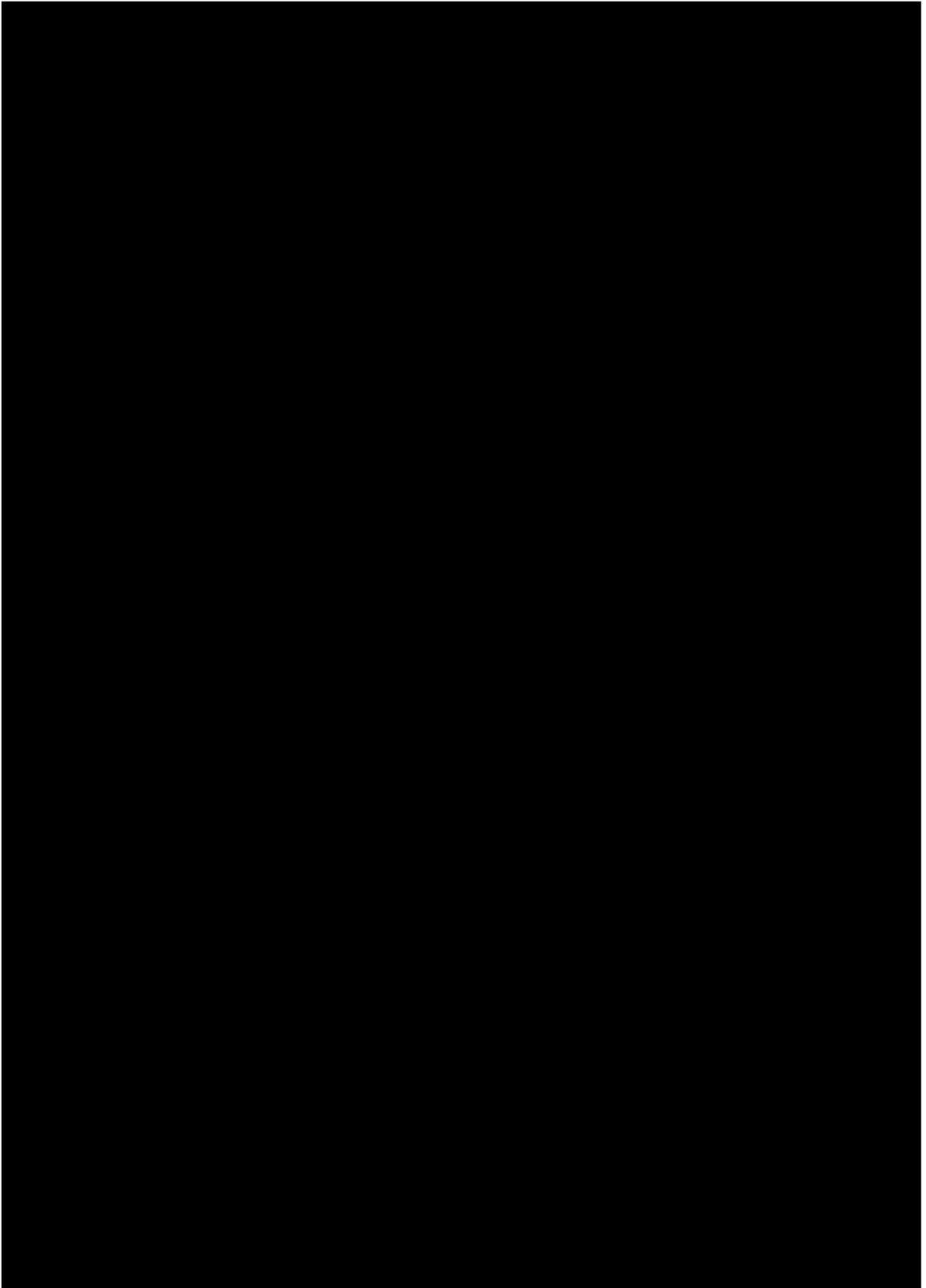
K&L GATES

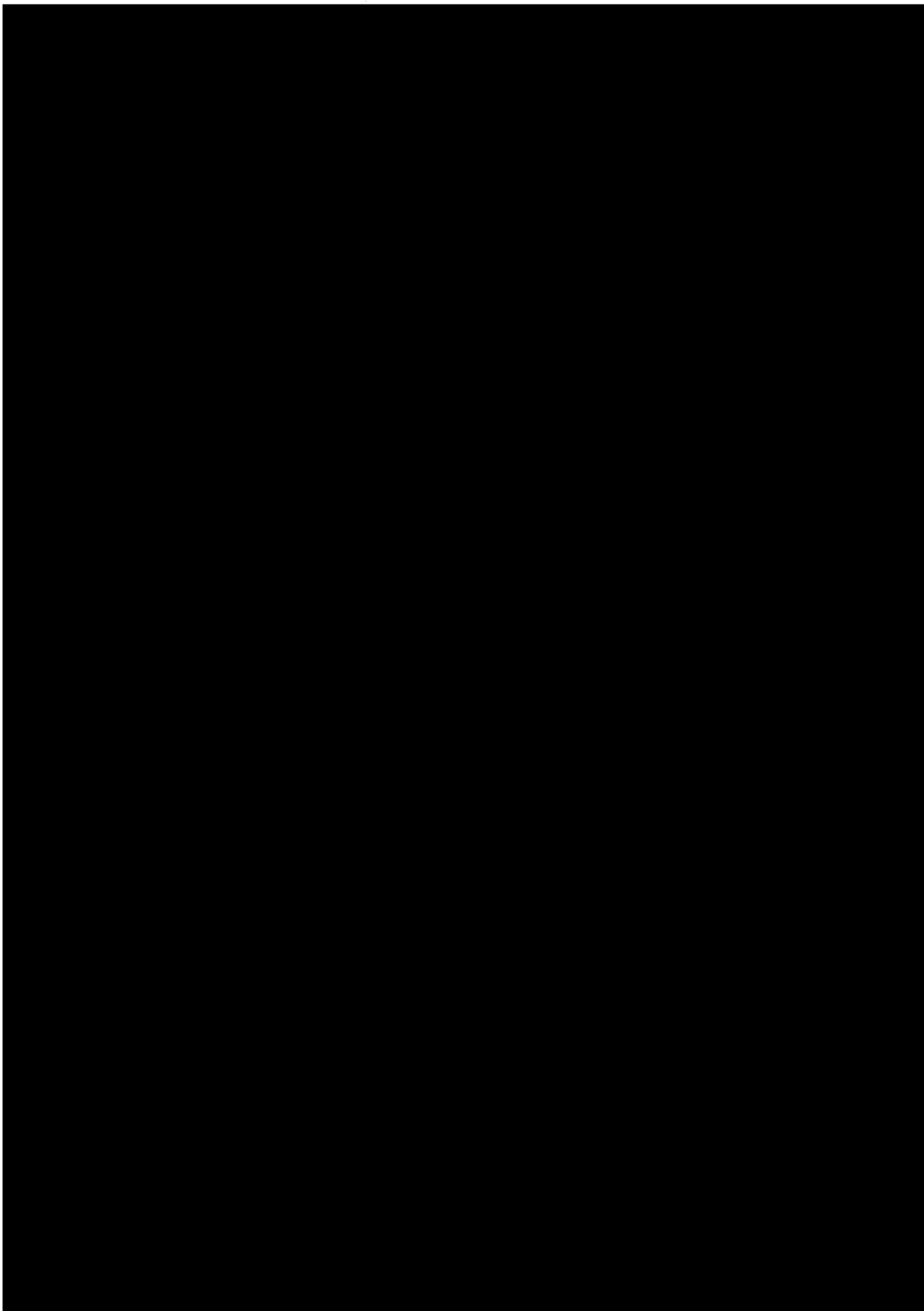
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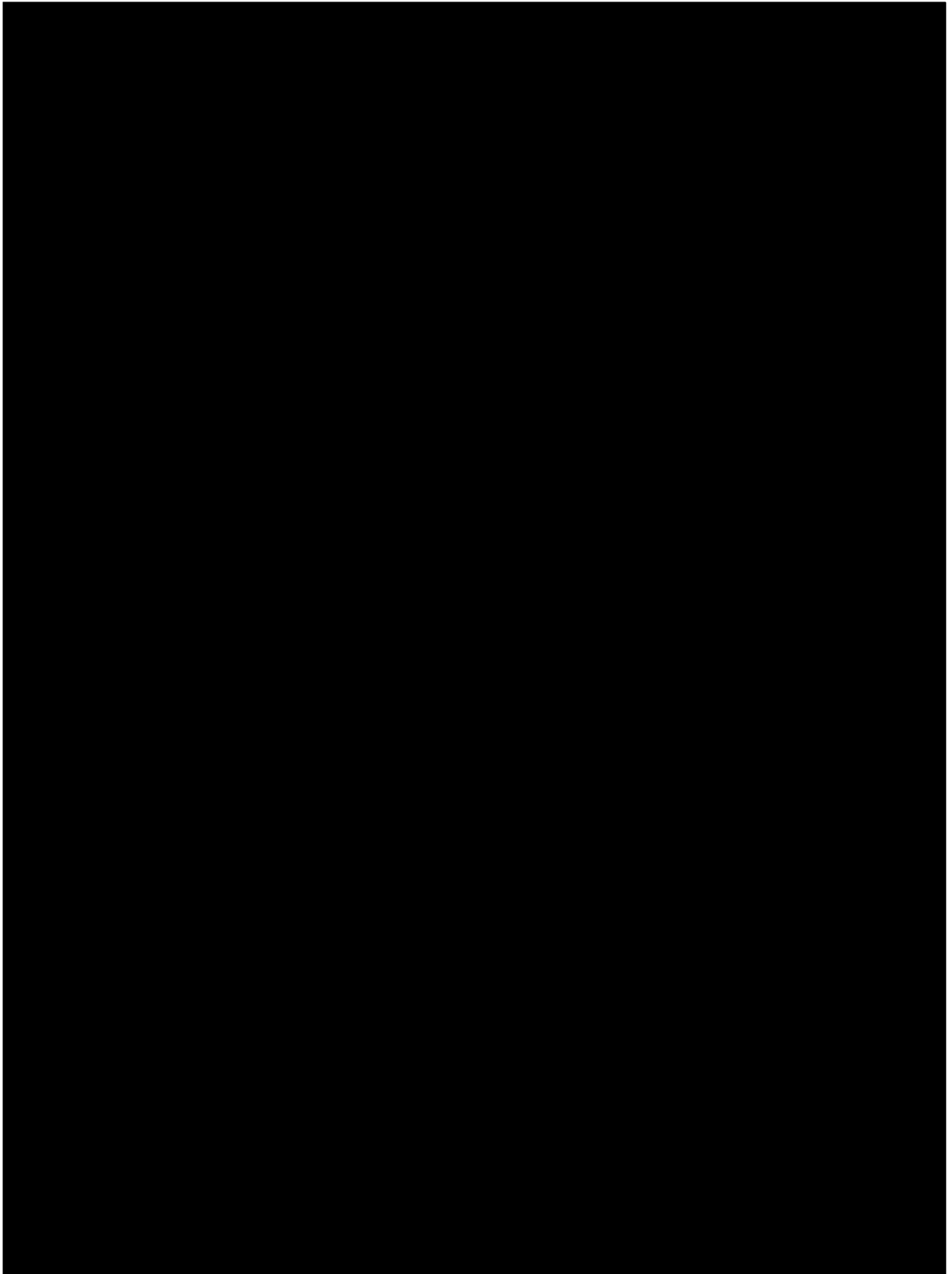


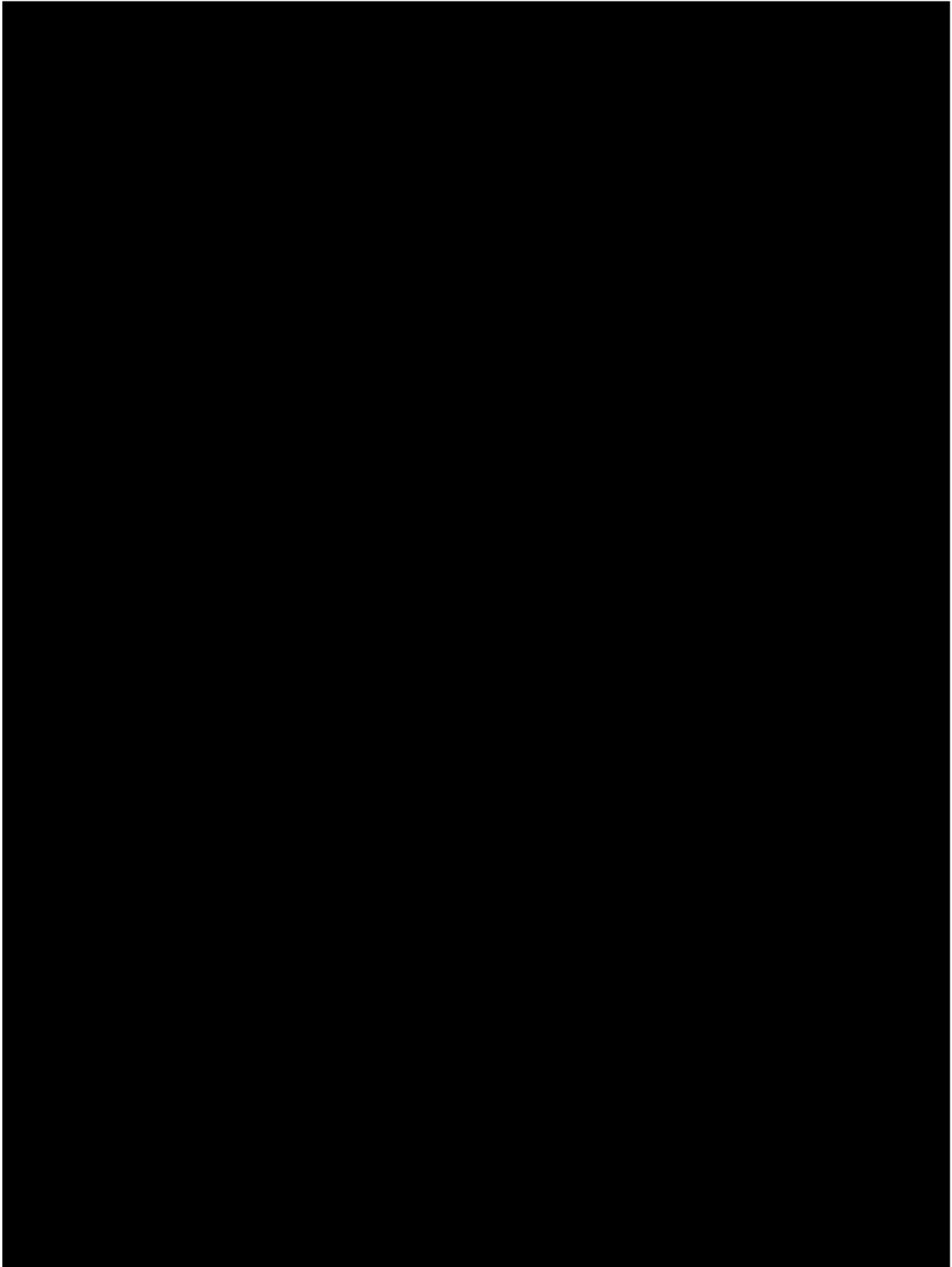




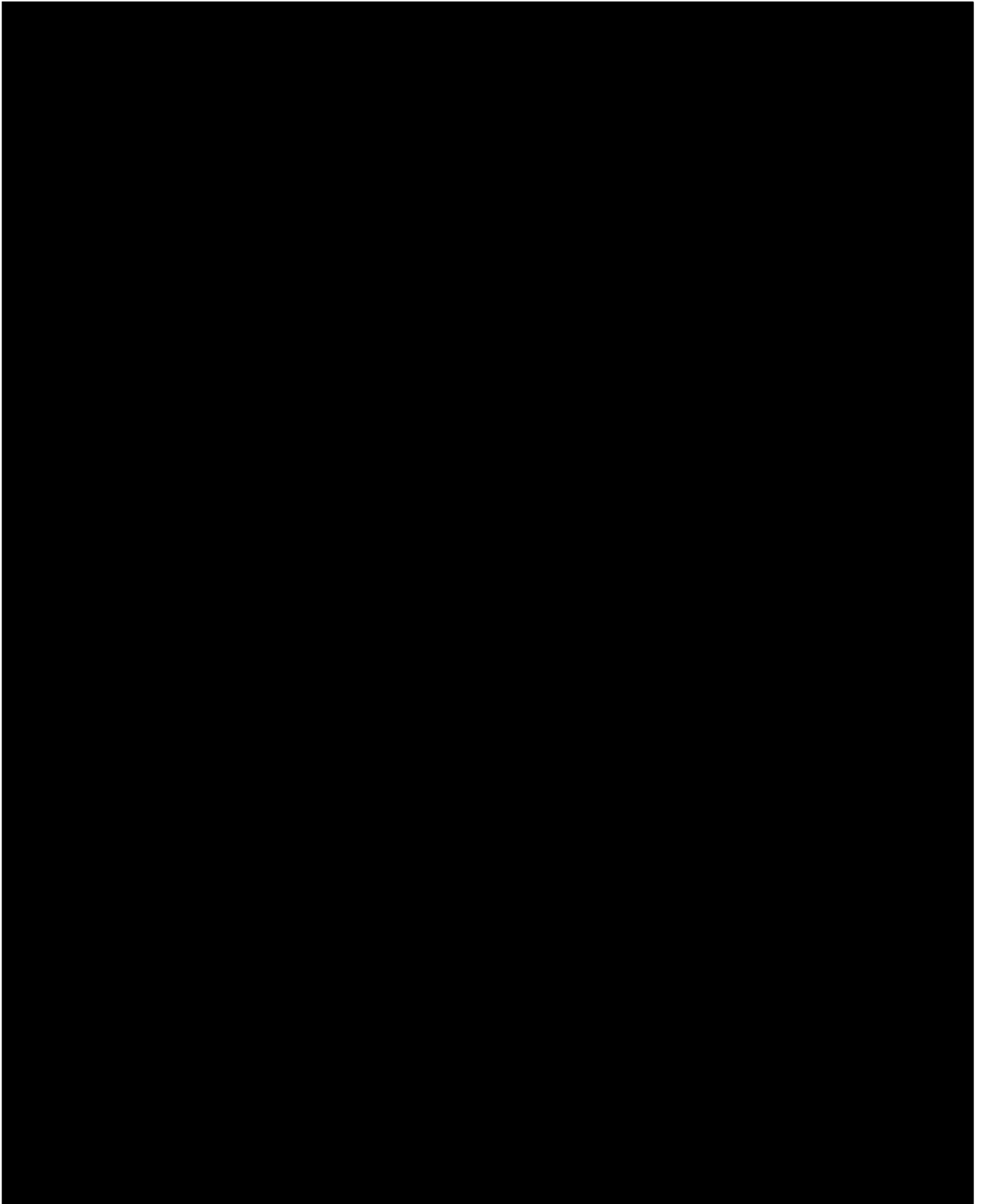




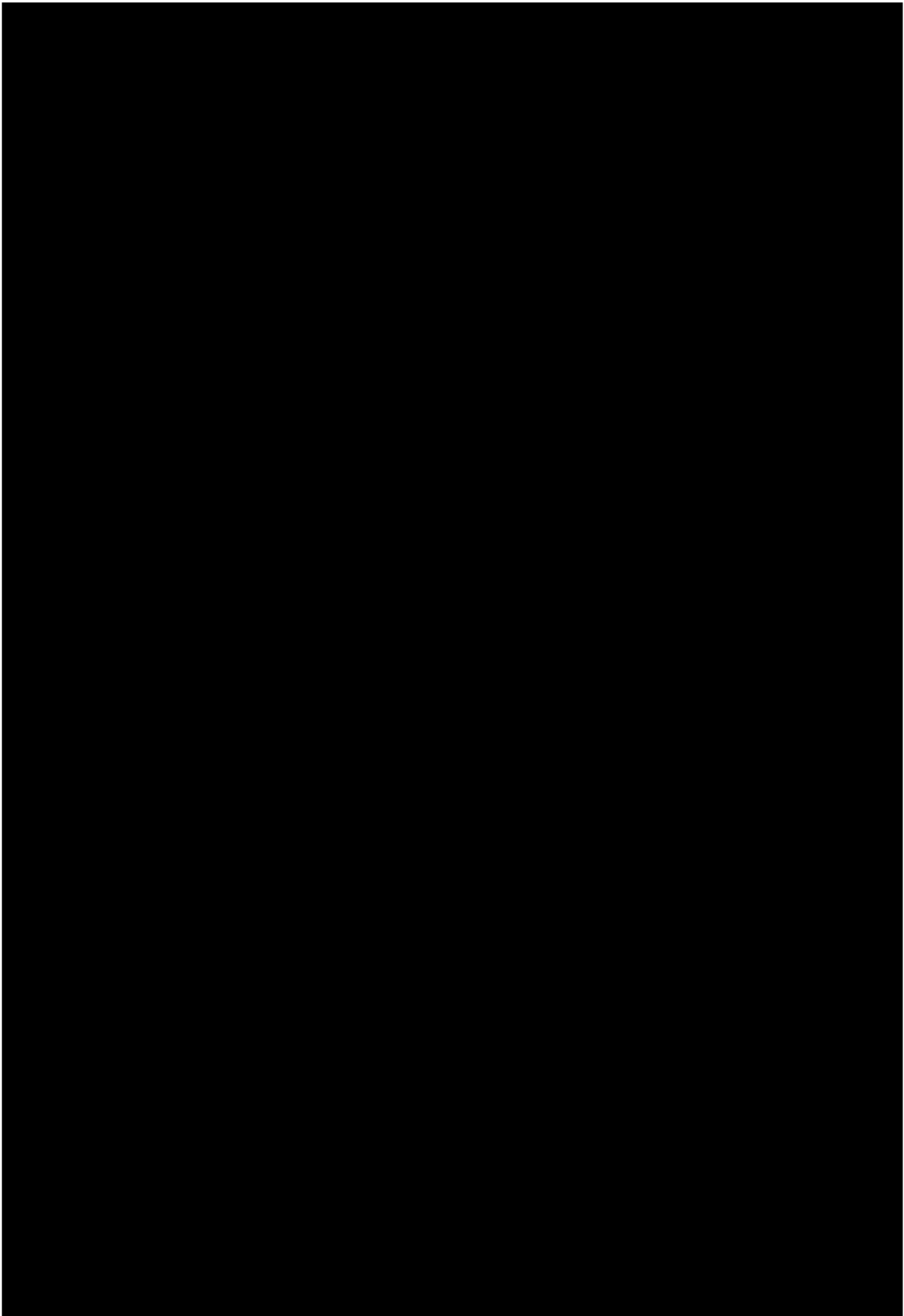


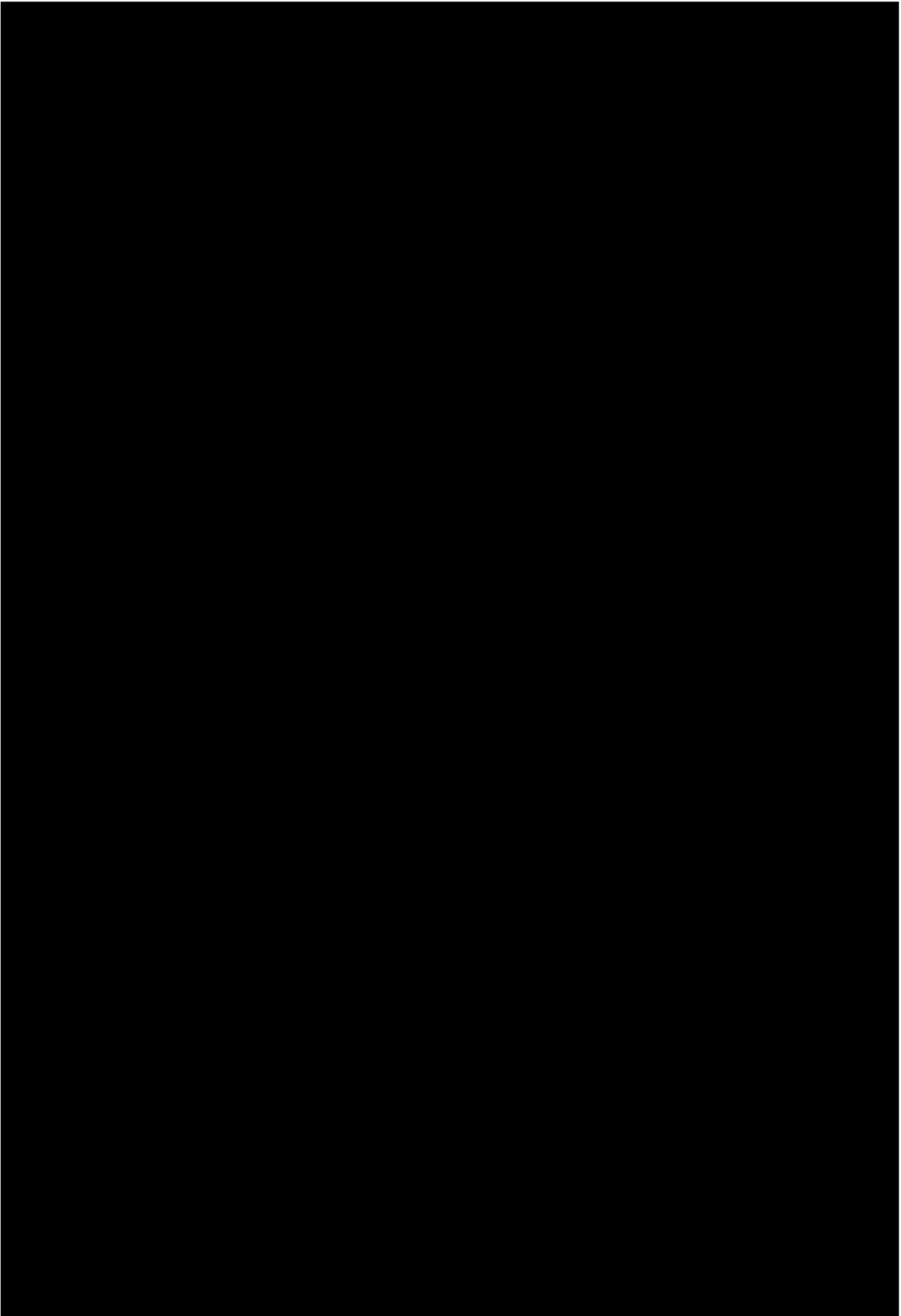


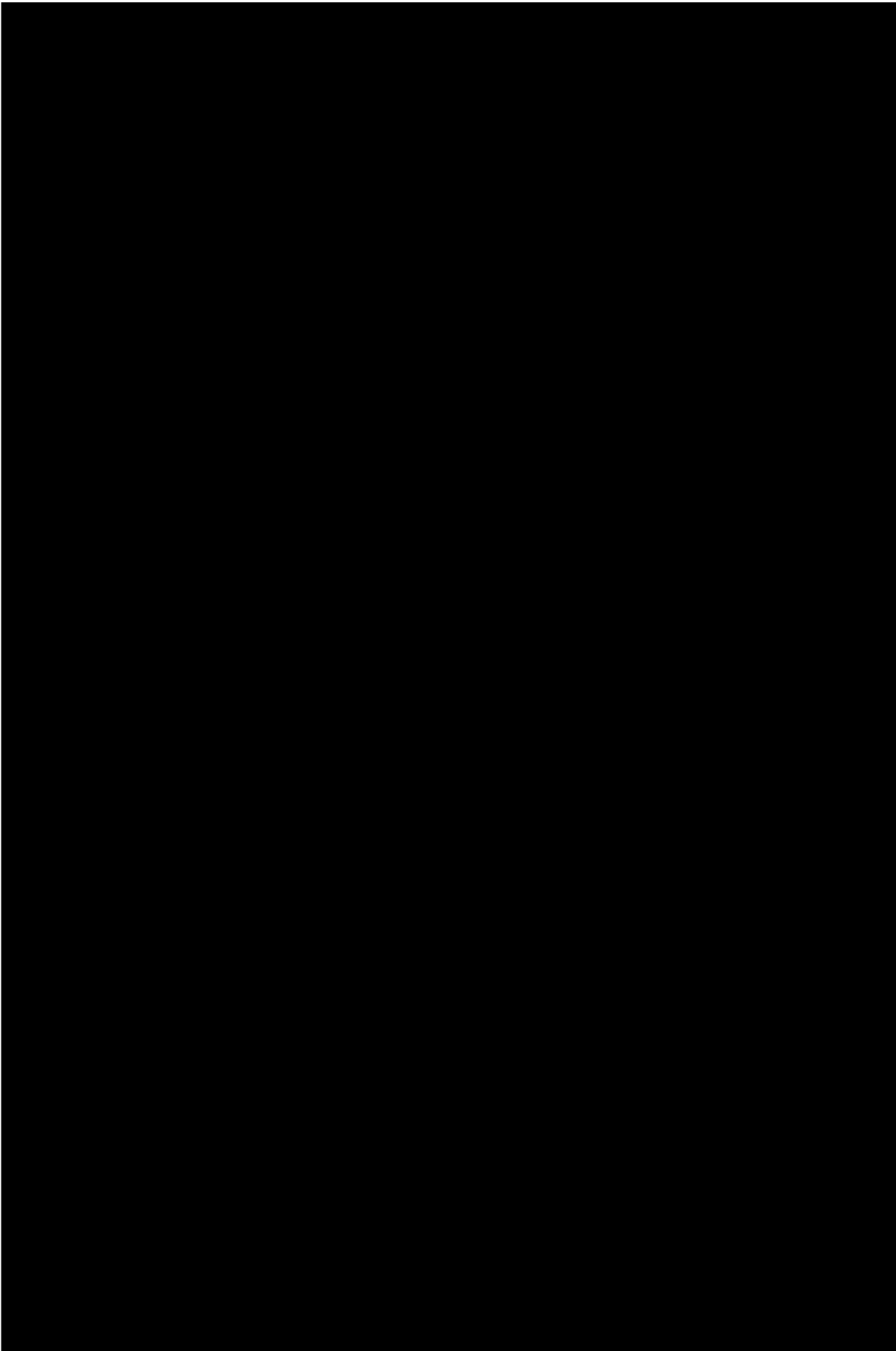


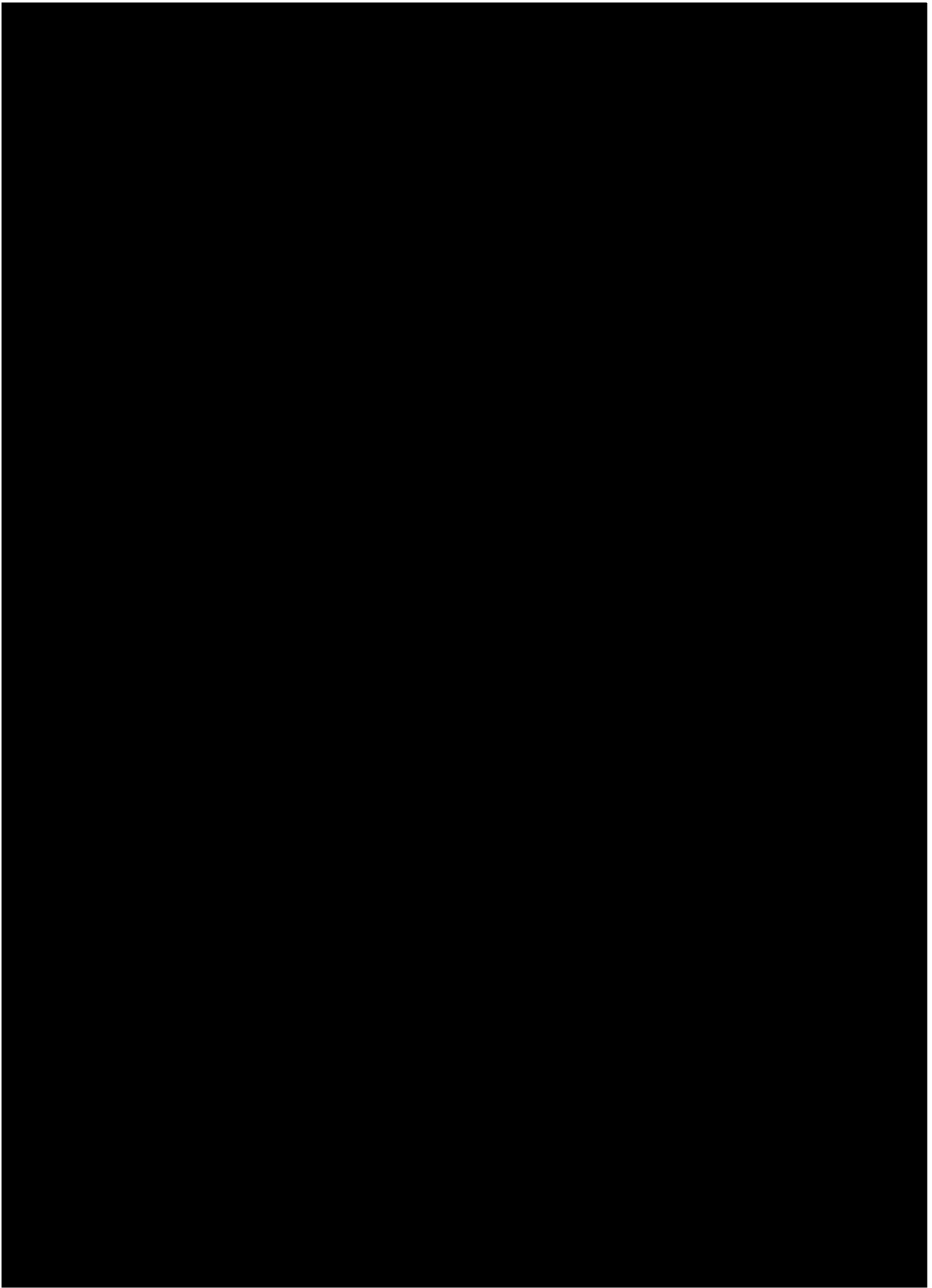


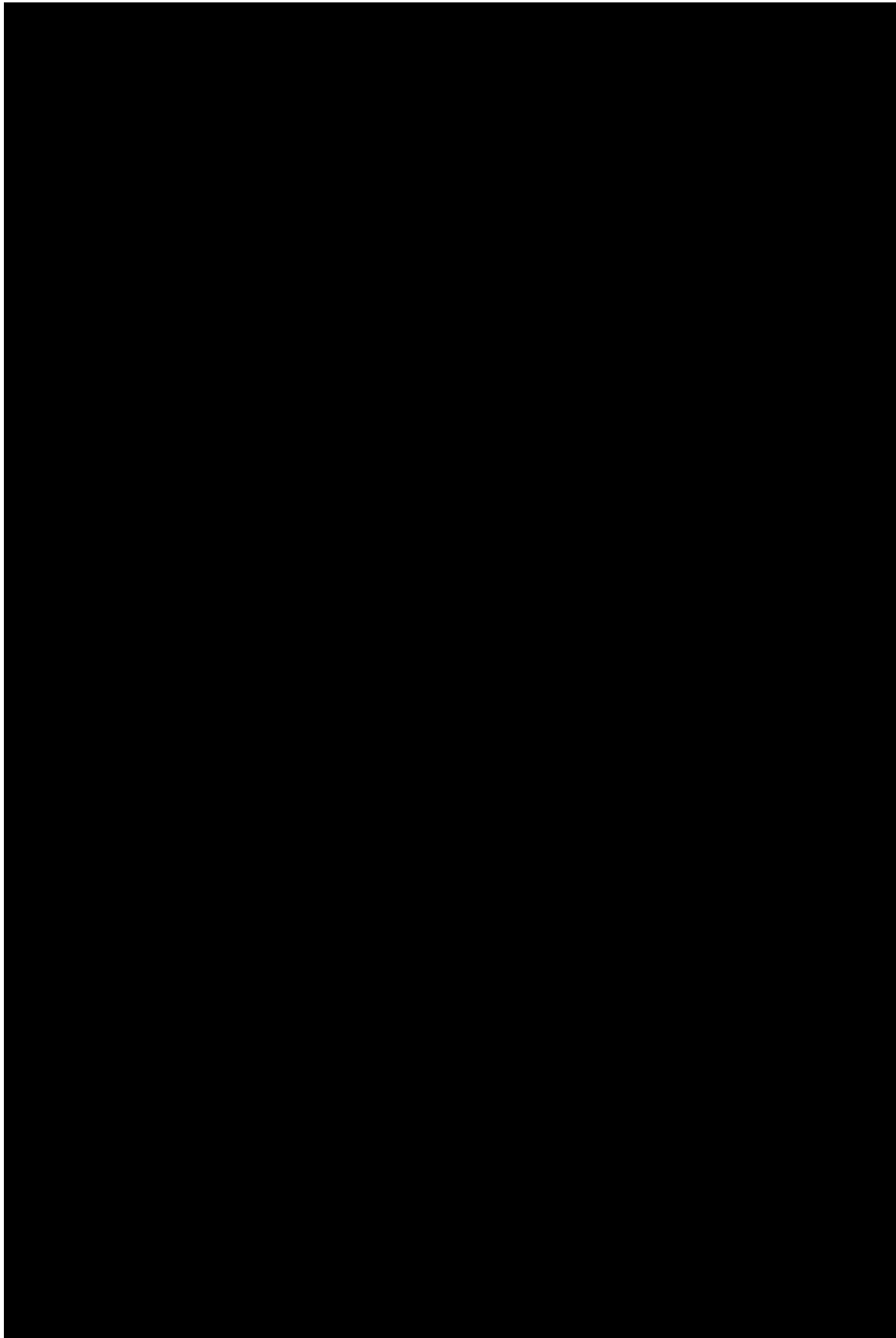


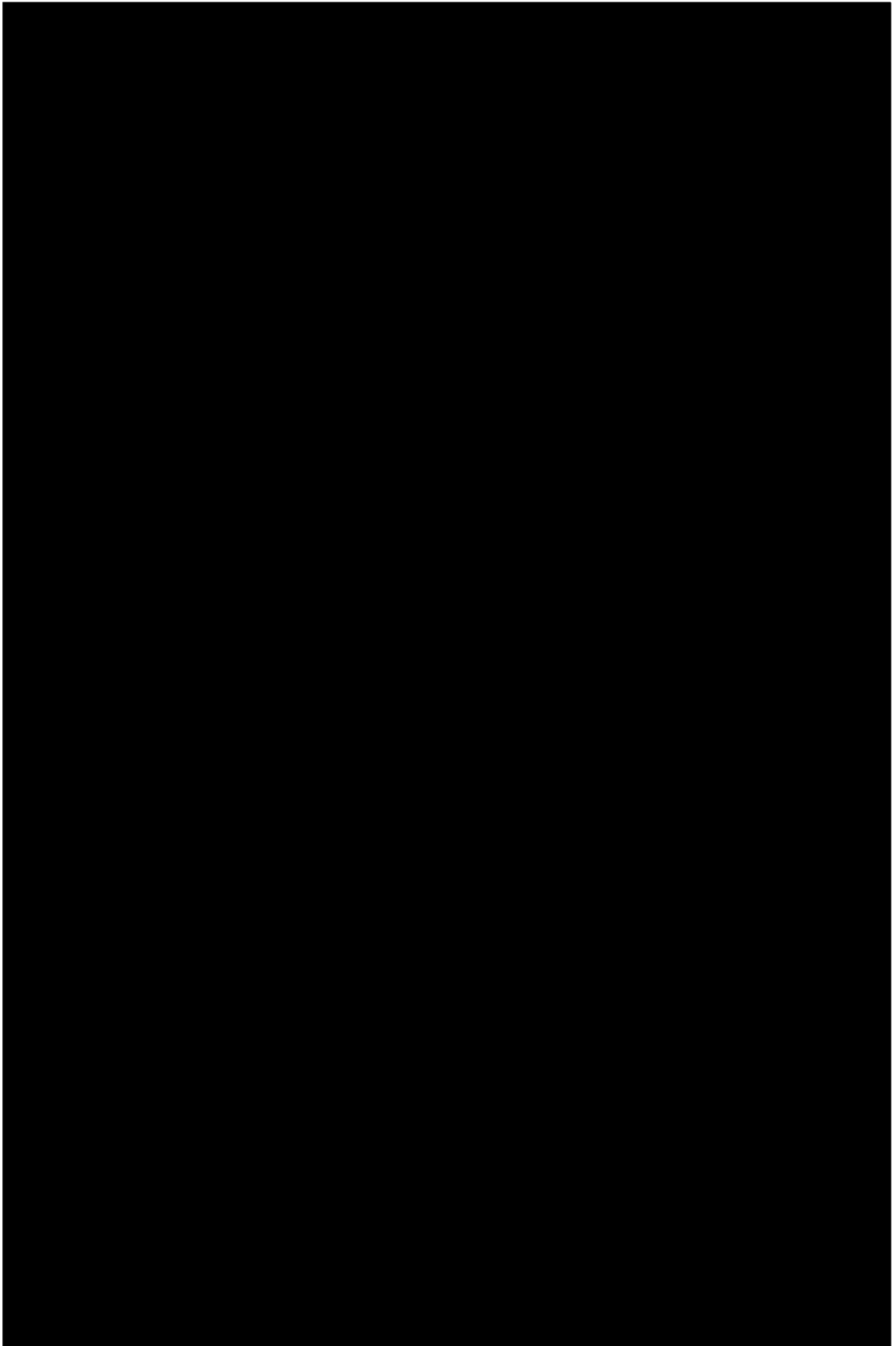


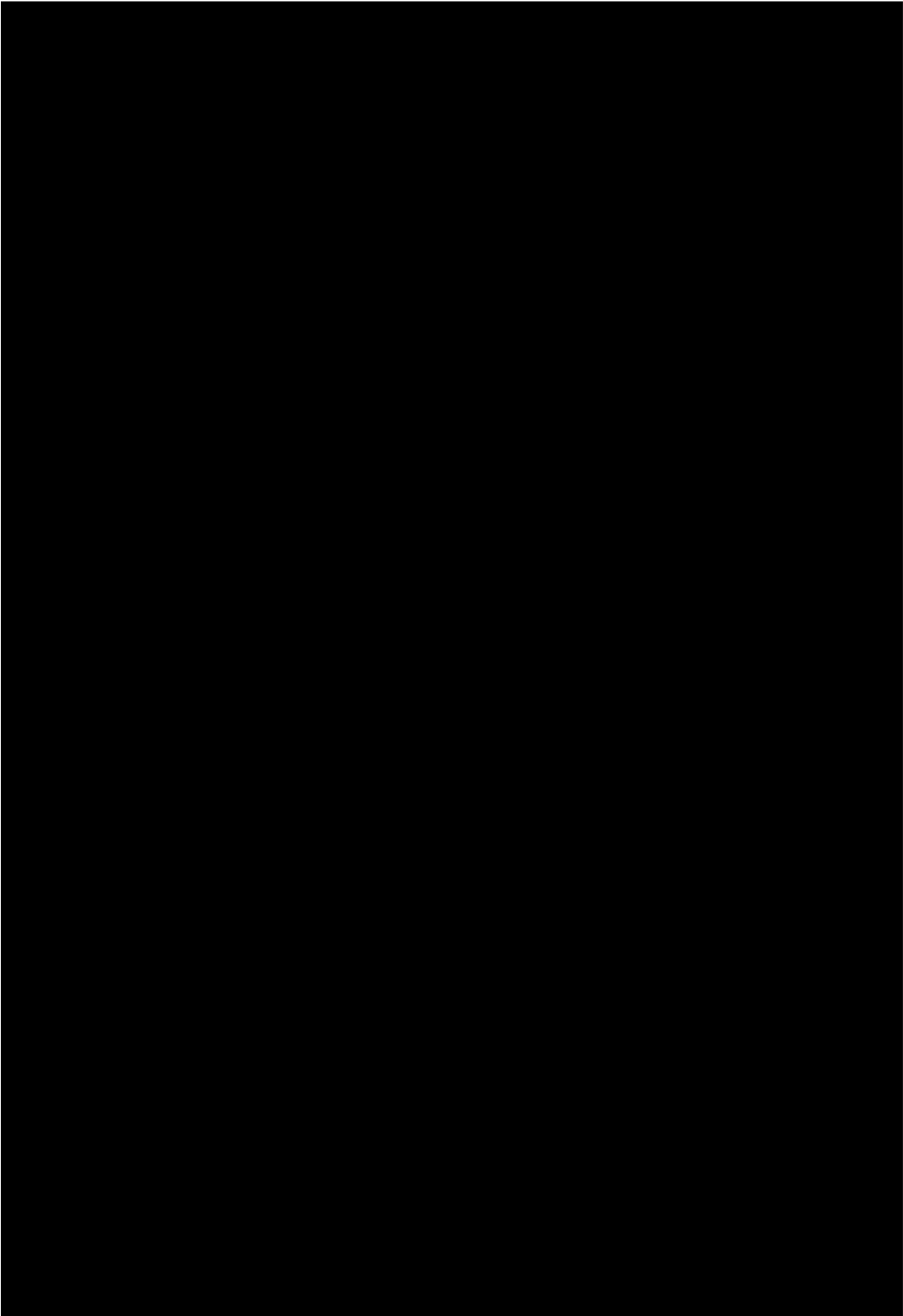


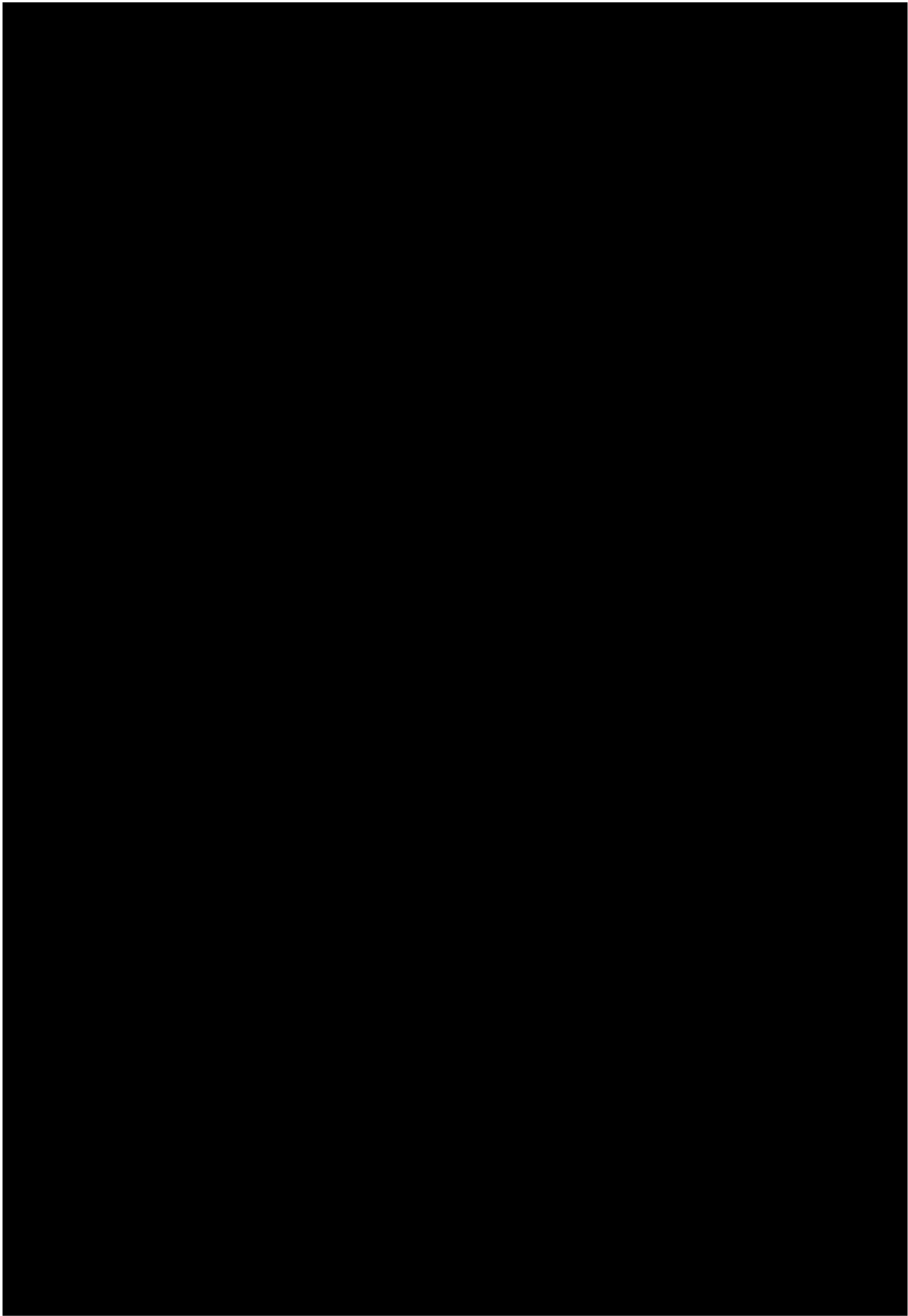


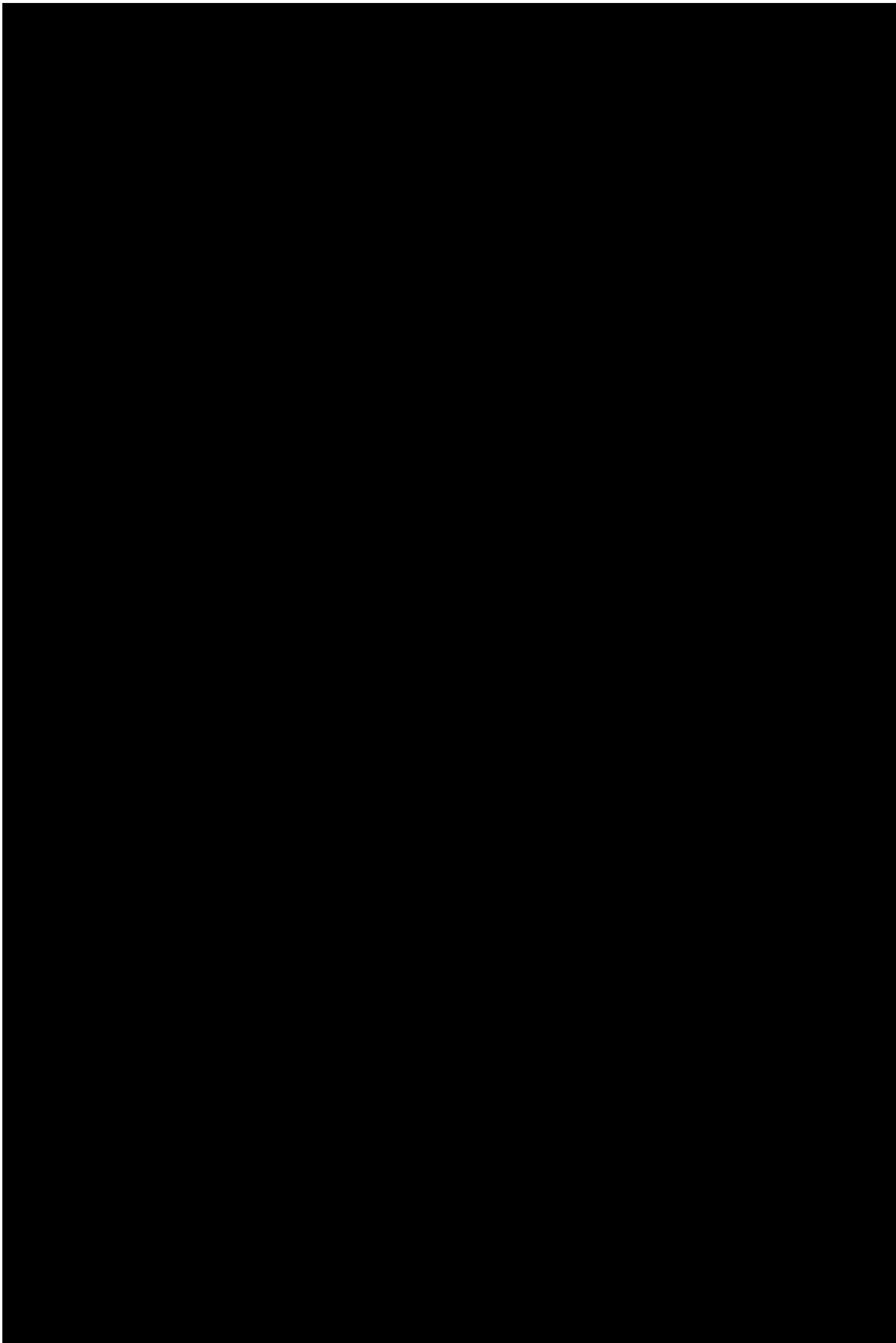


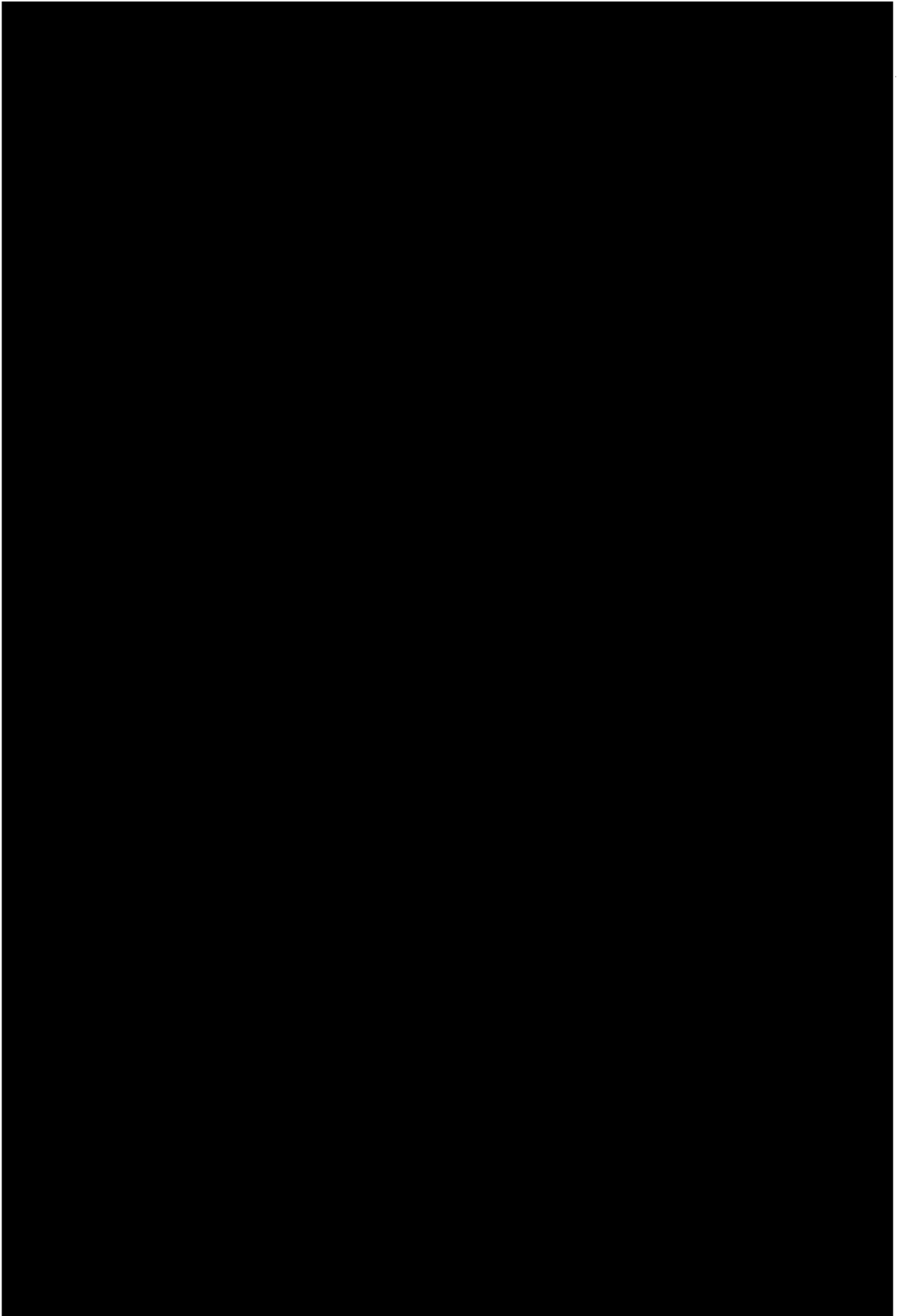


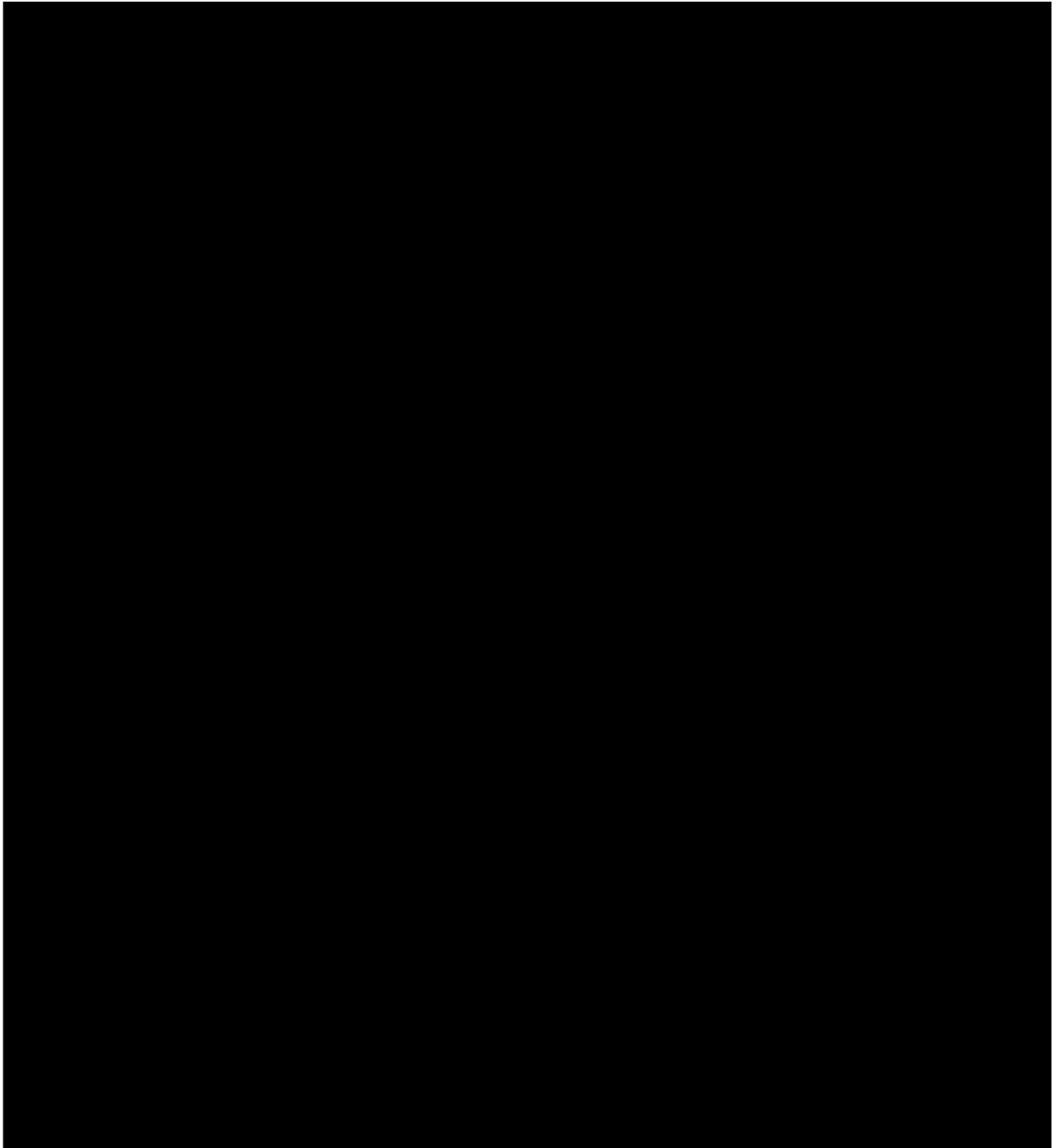


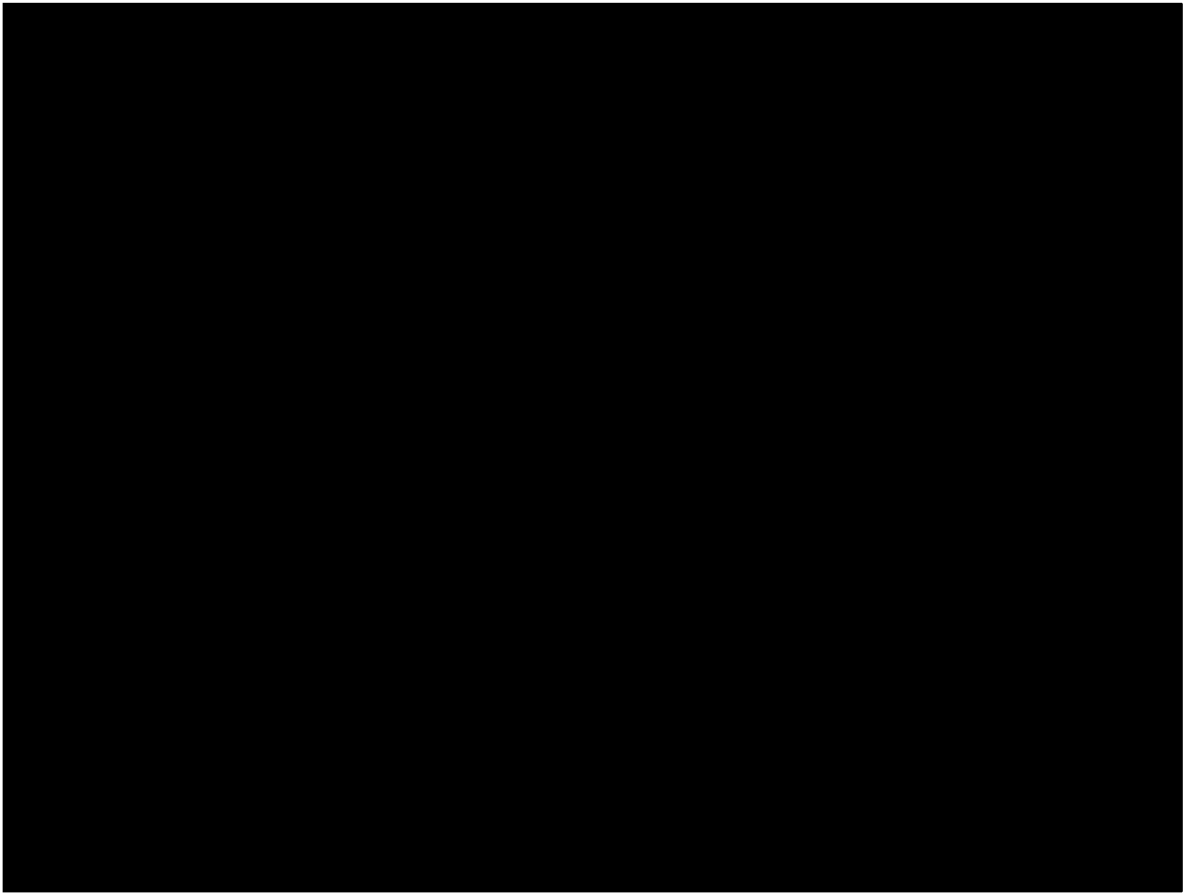


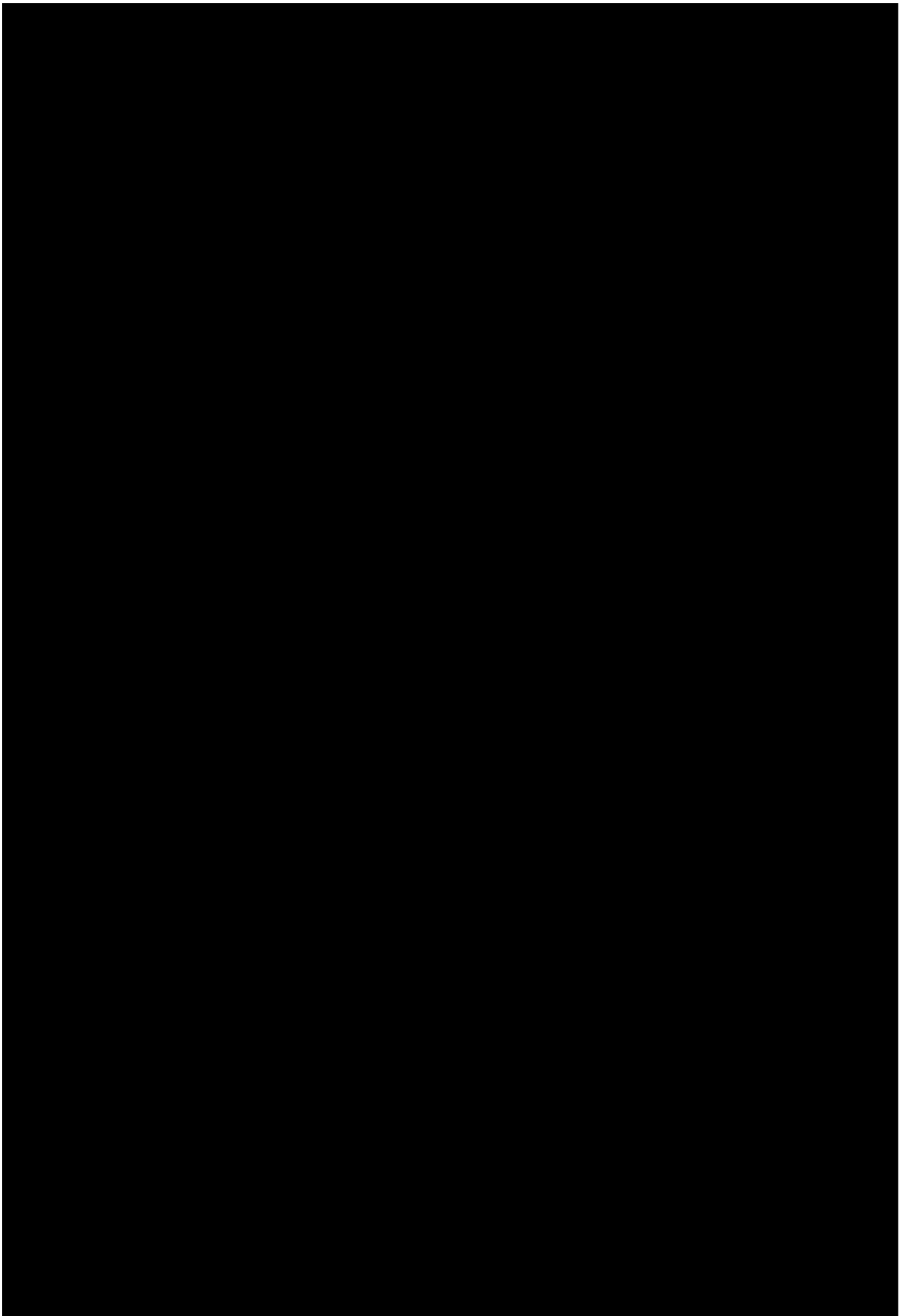


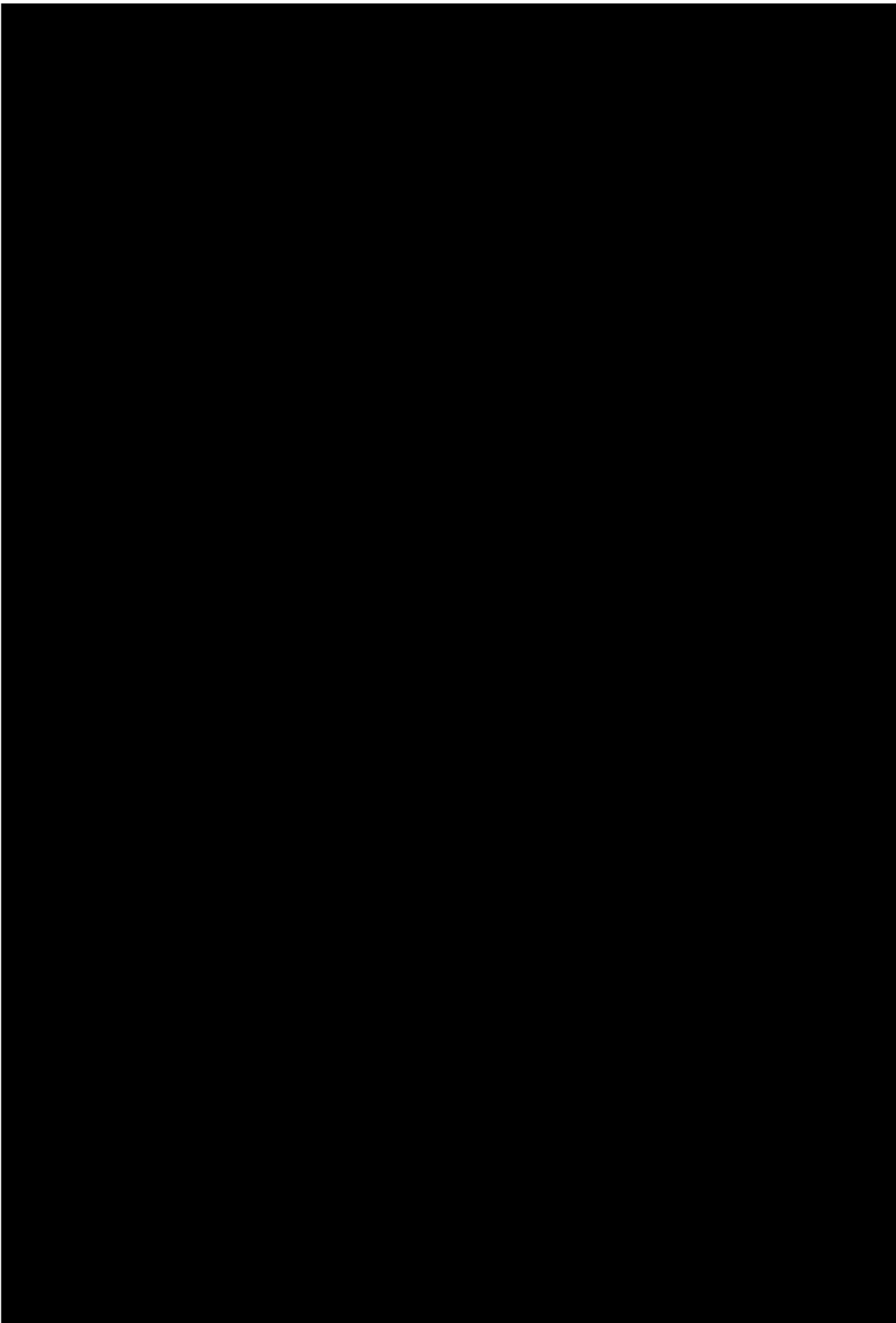


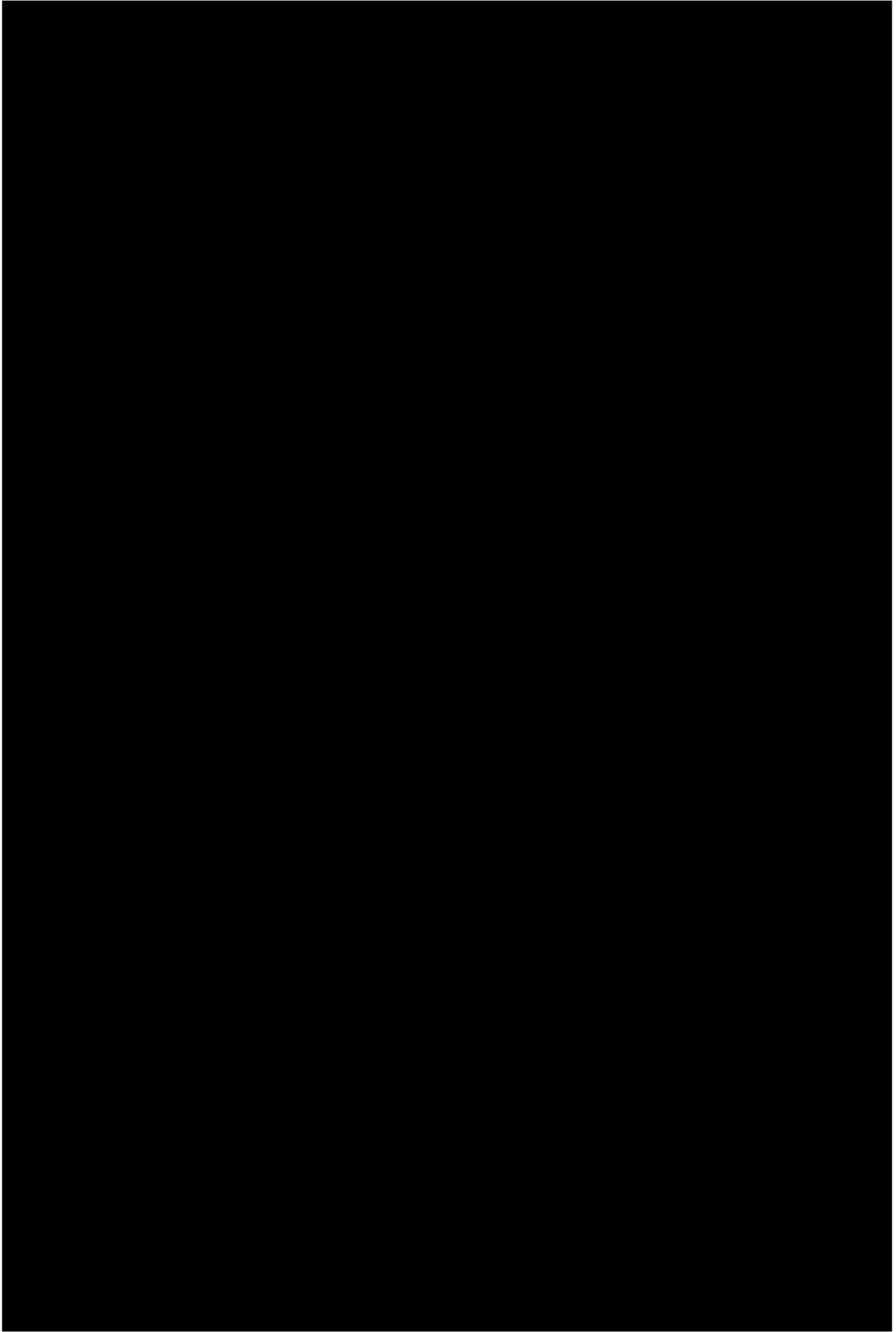


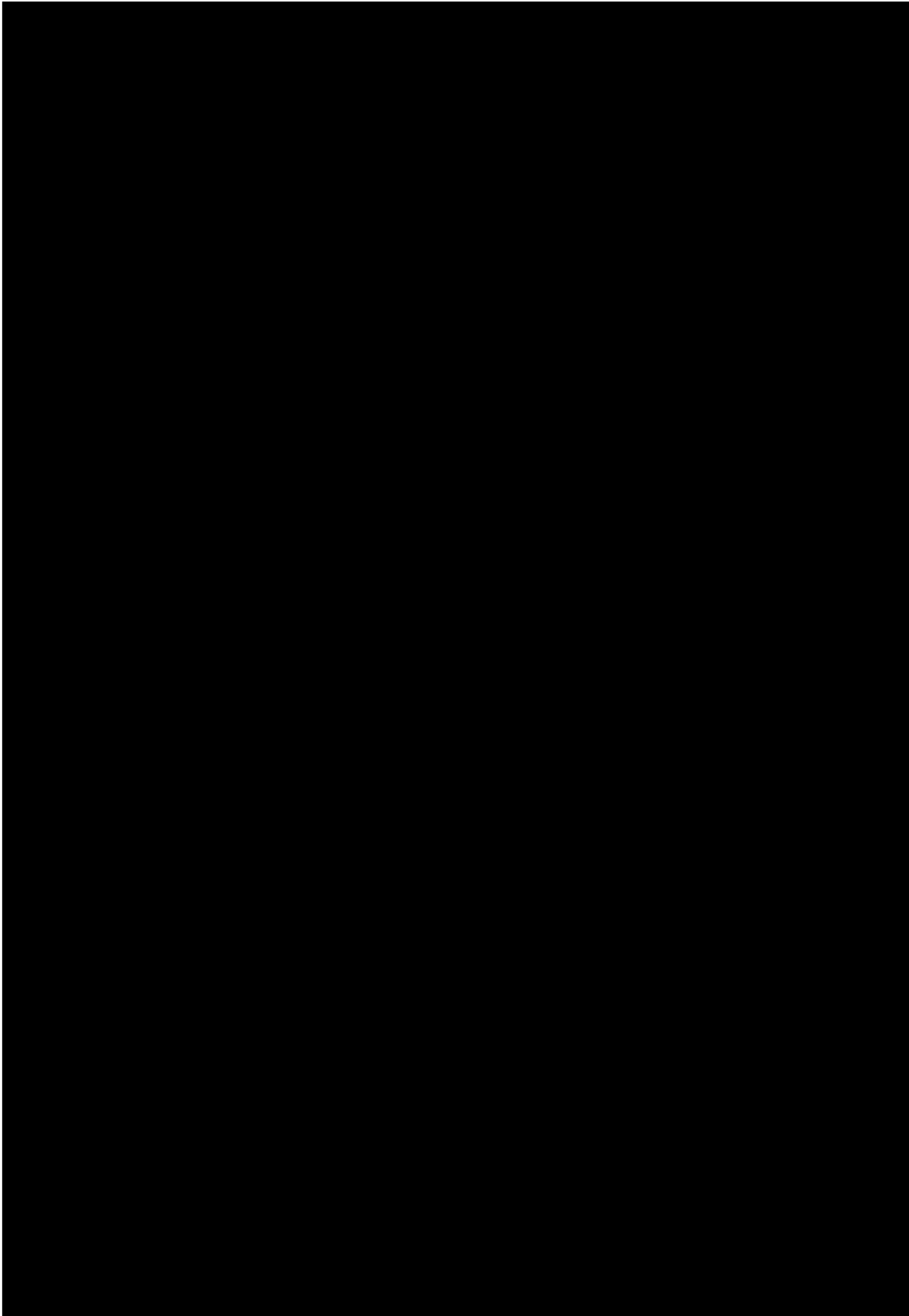


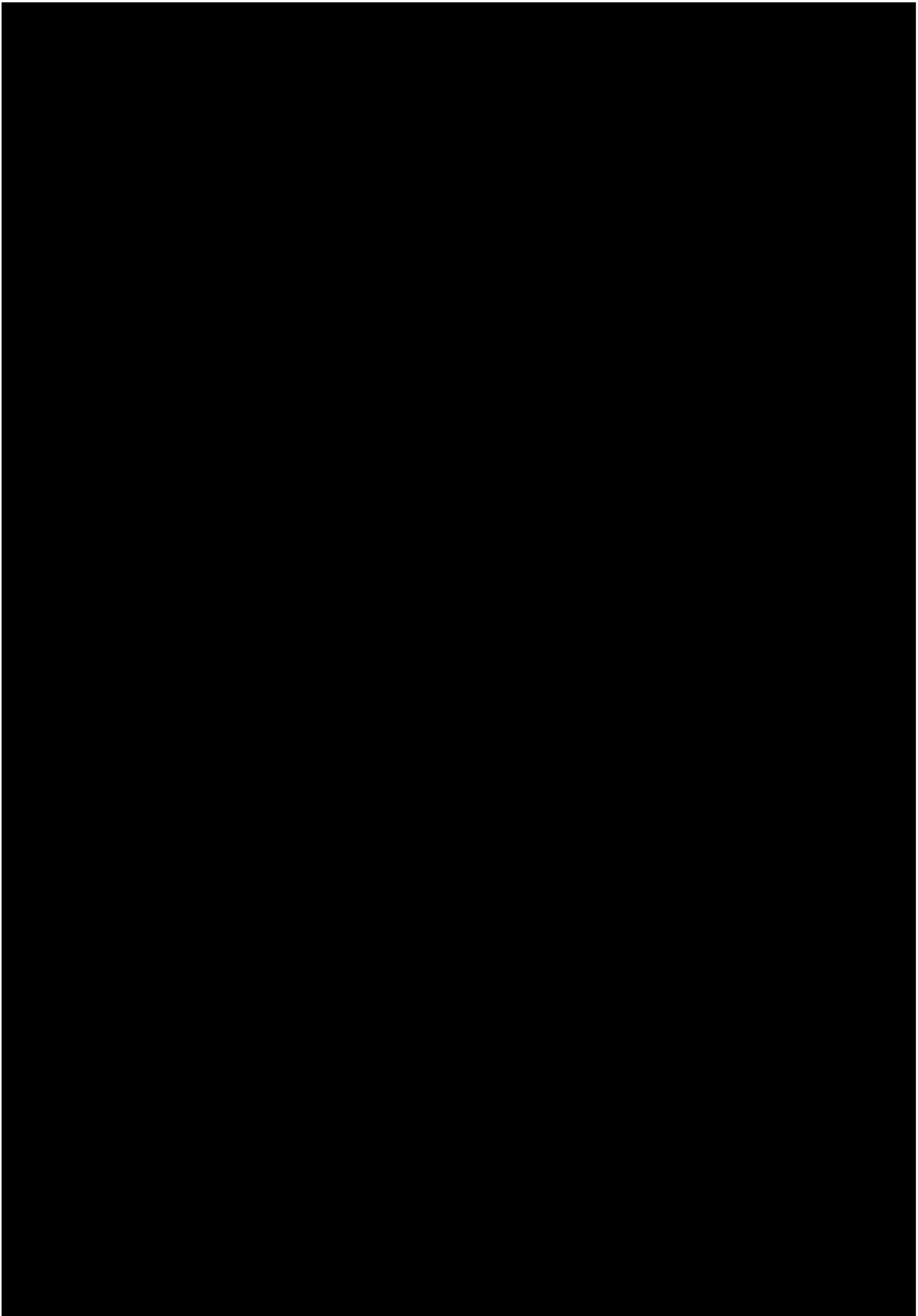


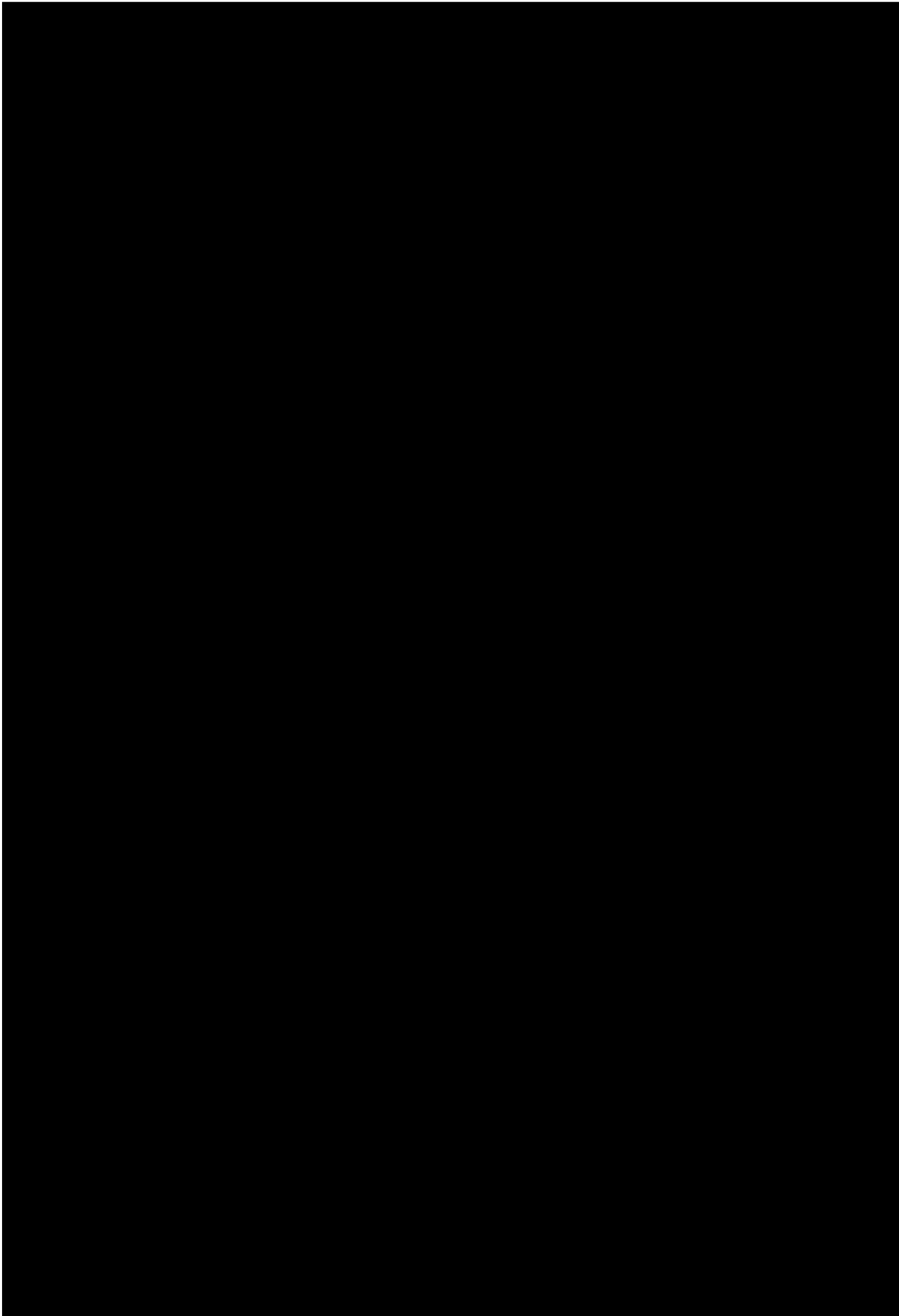


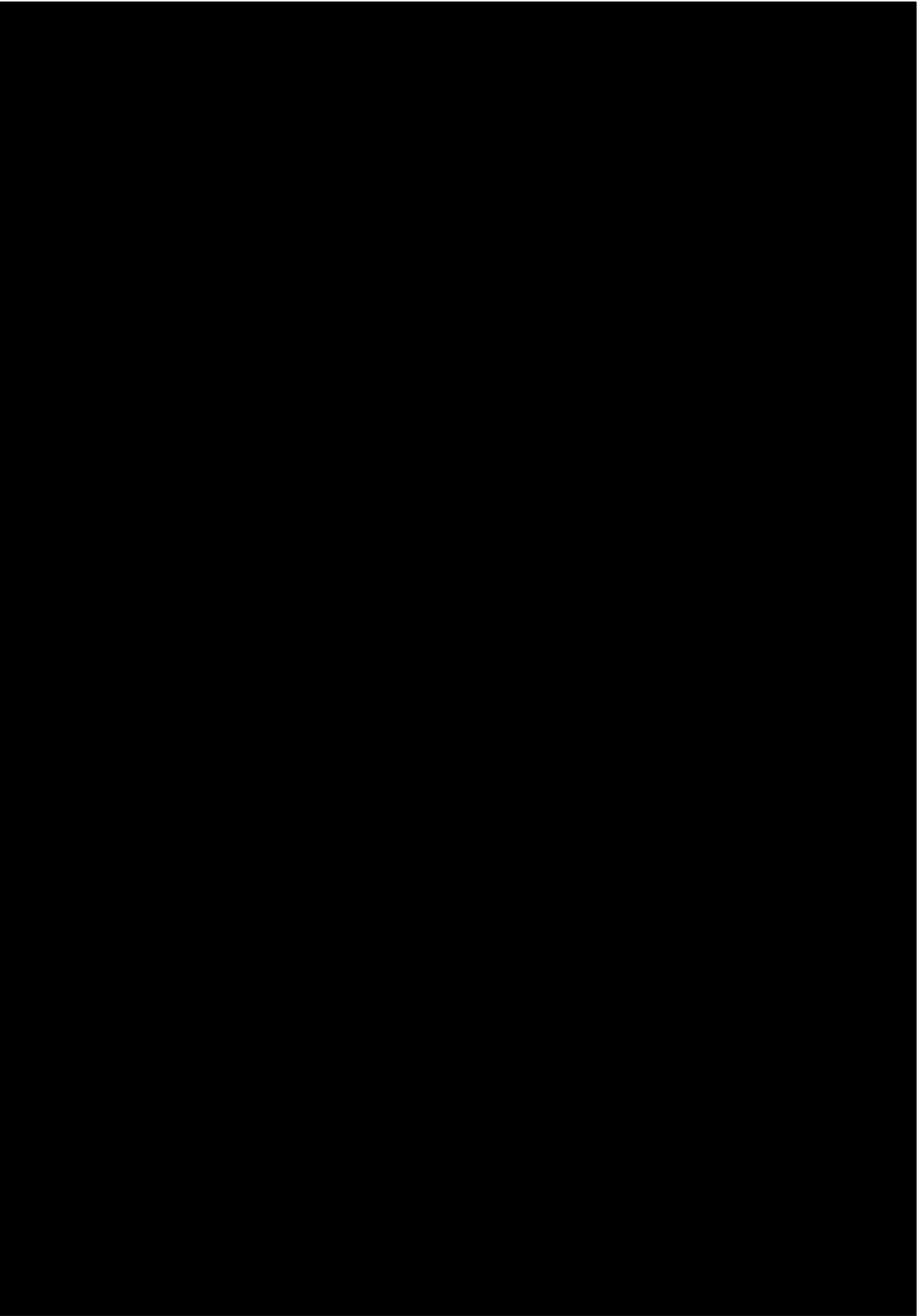


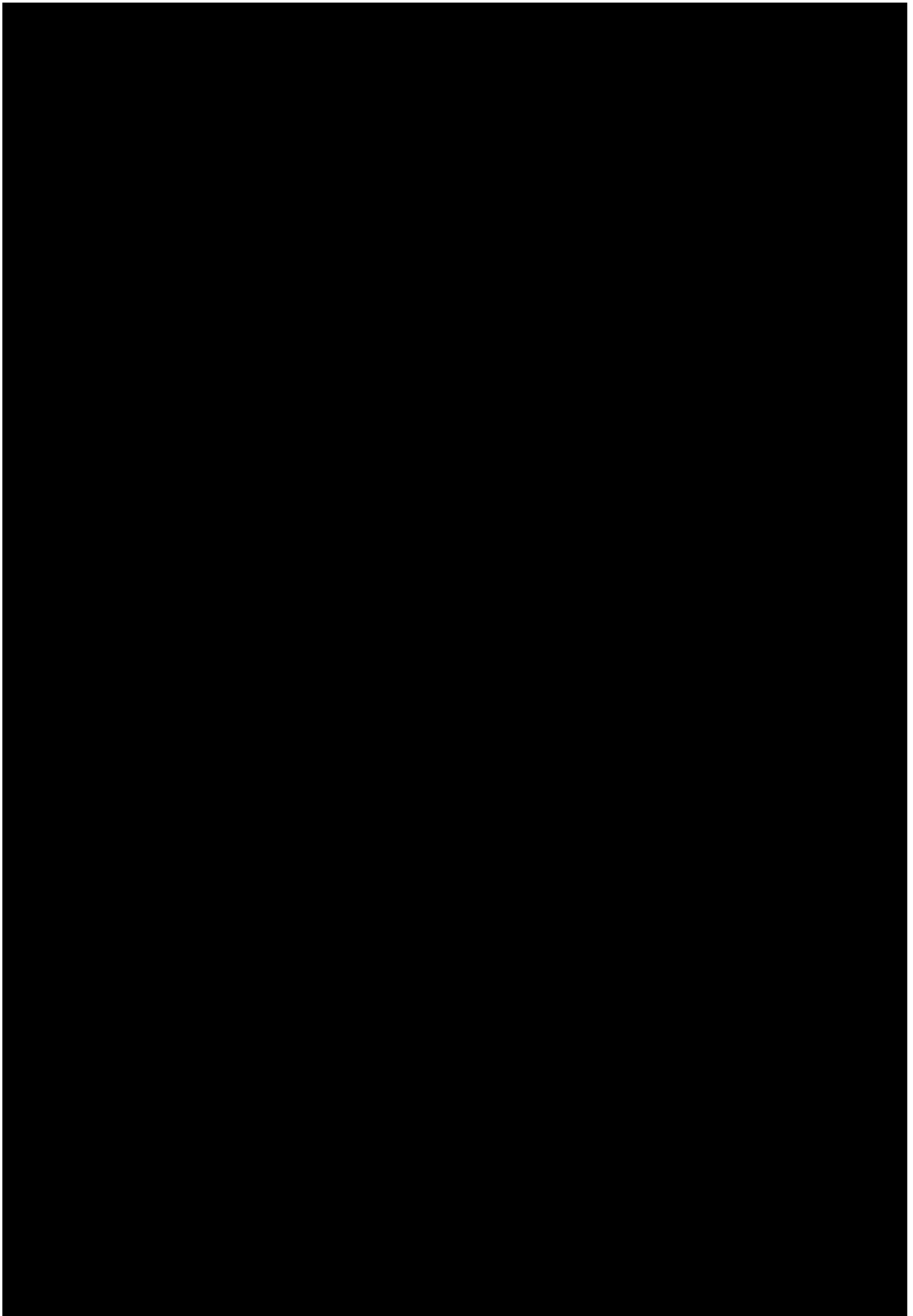


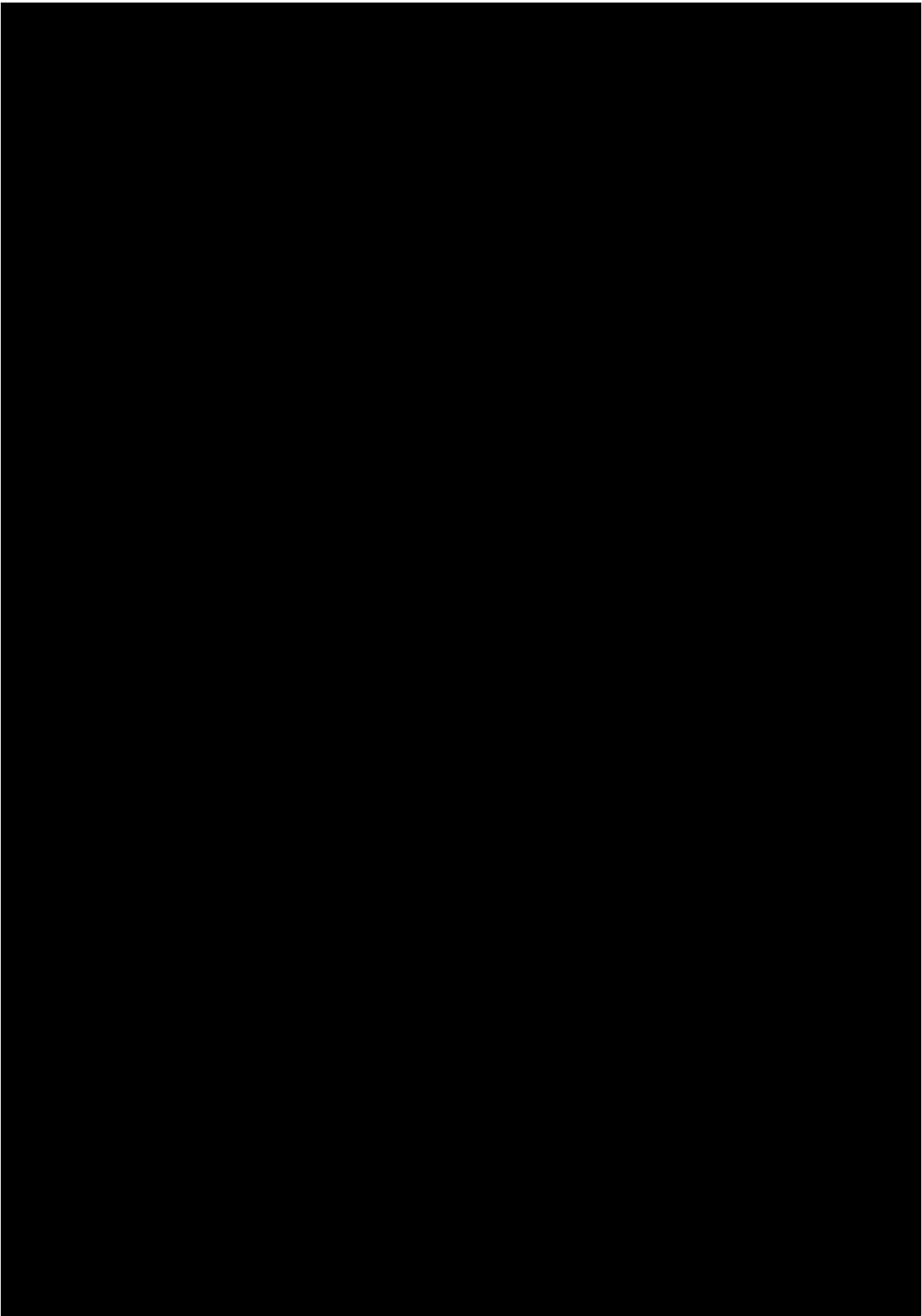


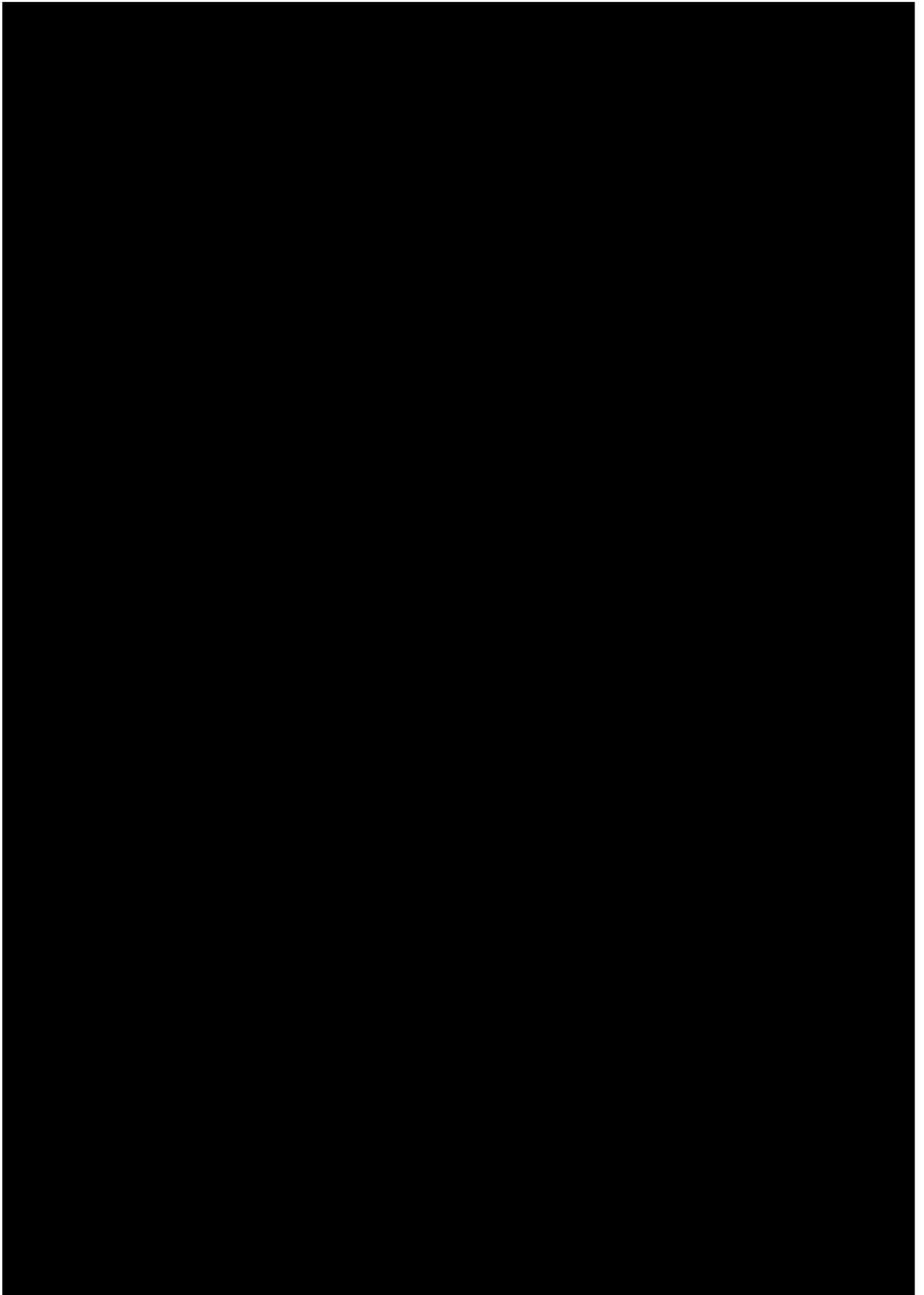


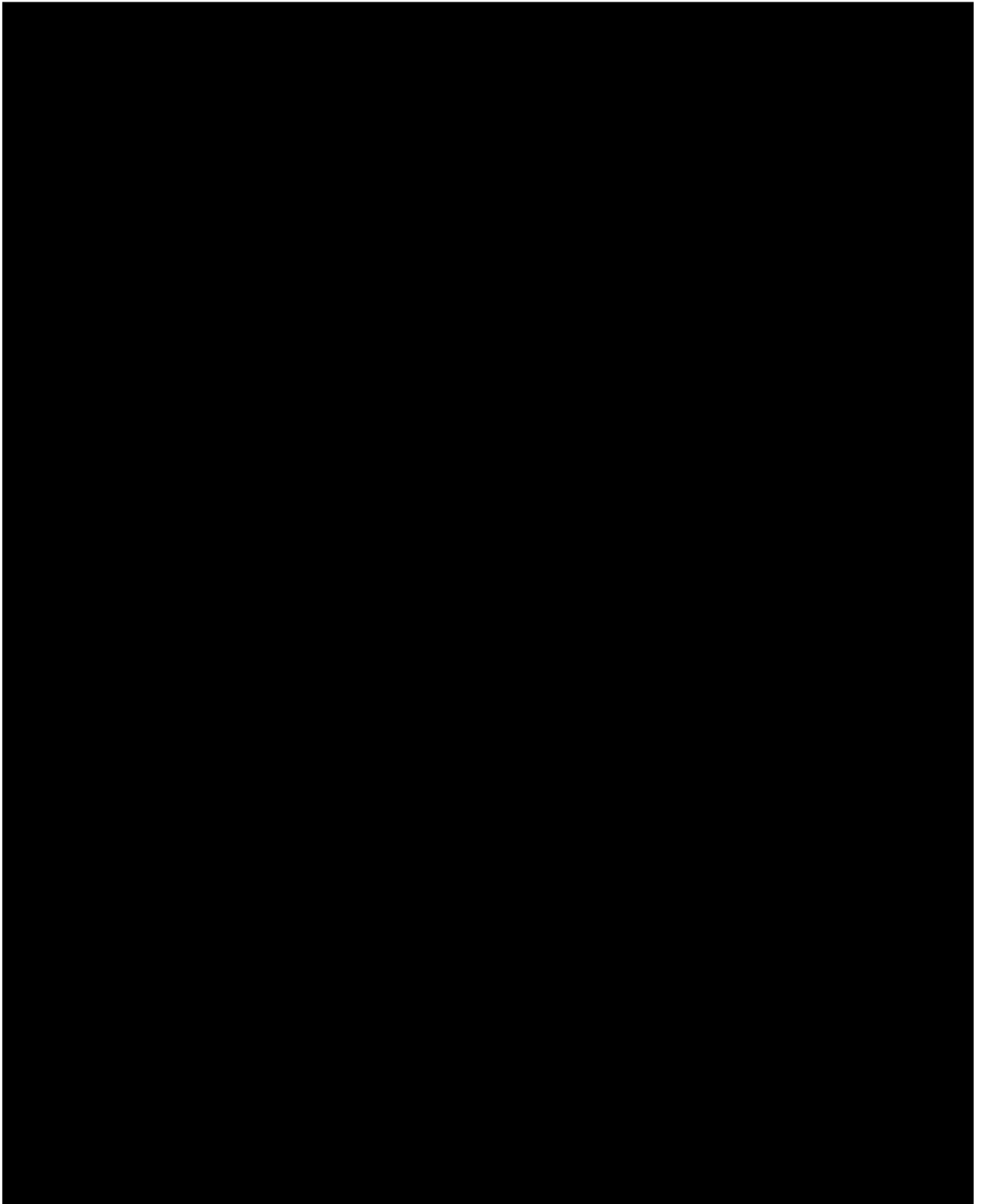






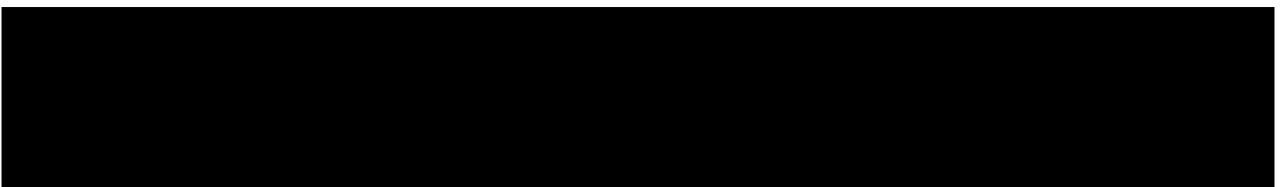
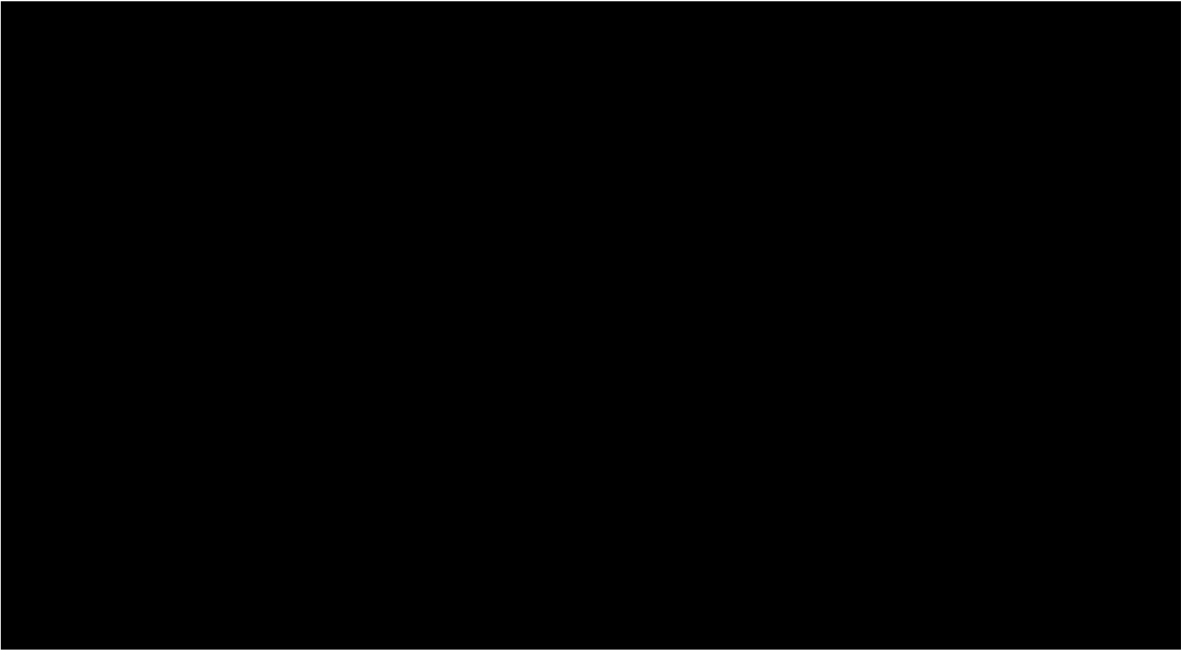




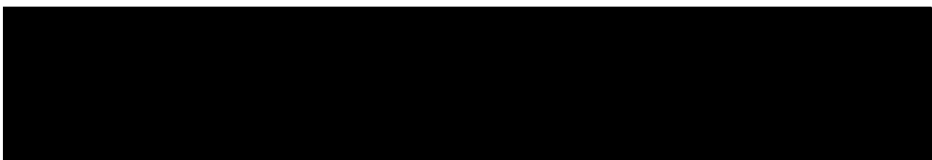
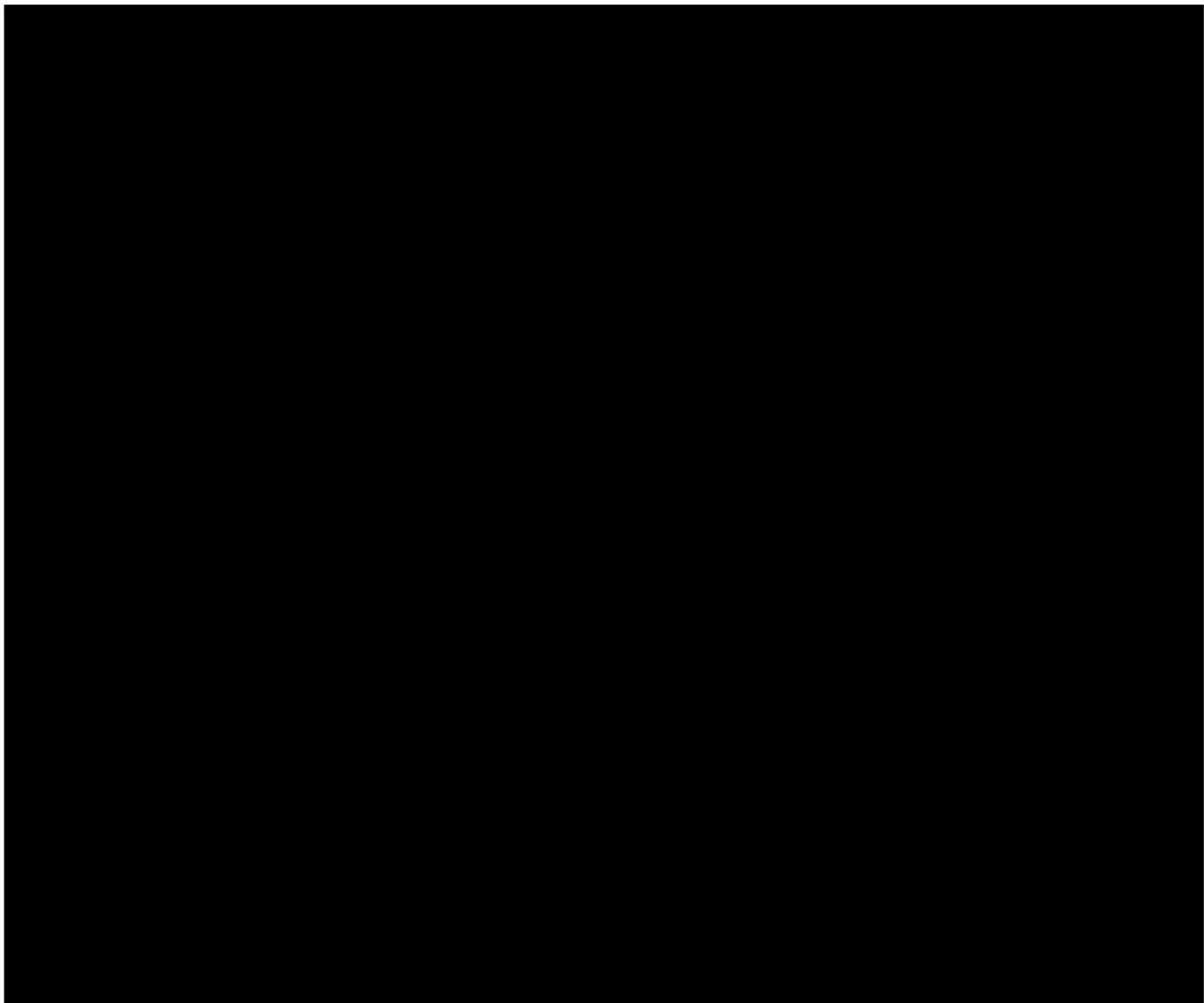


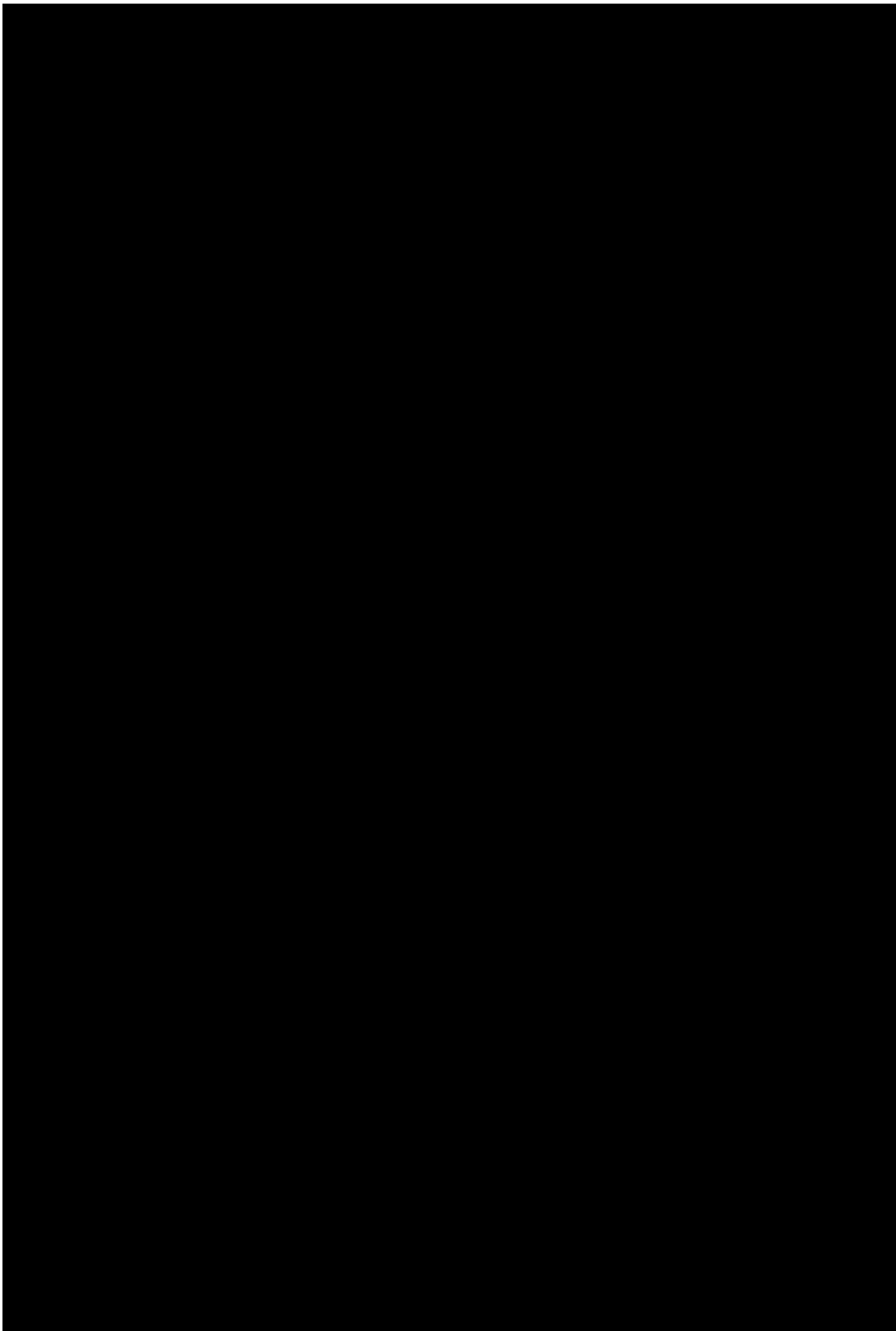




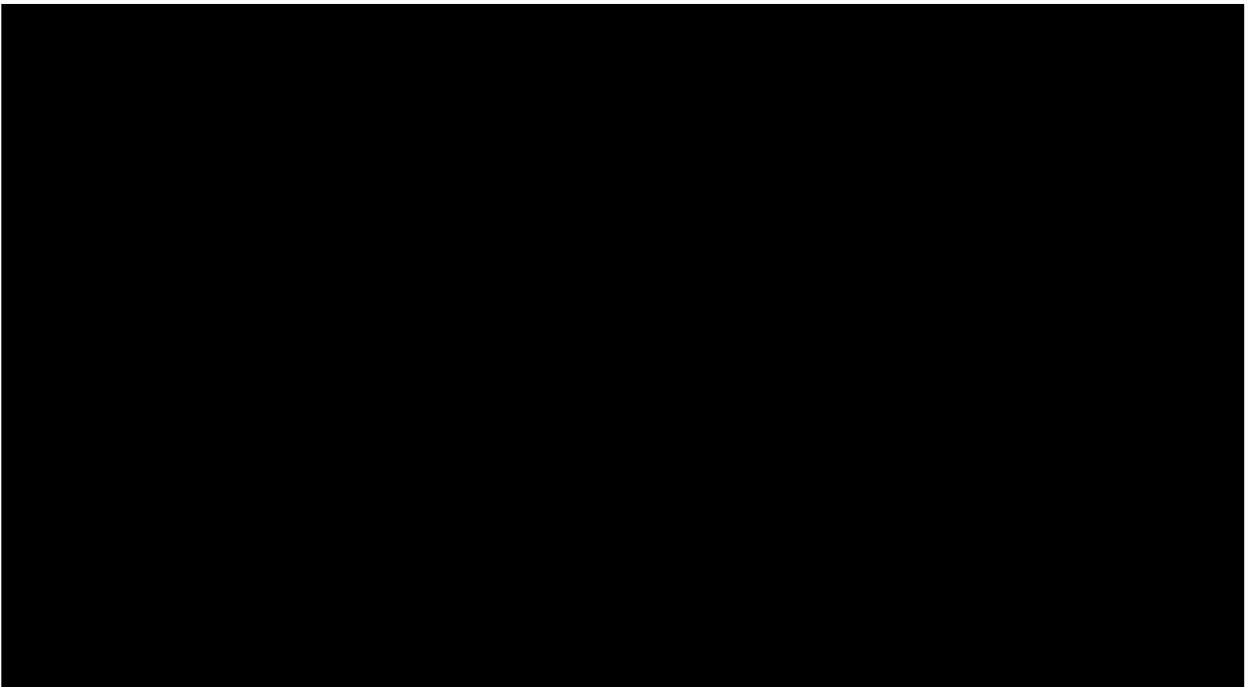
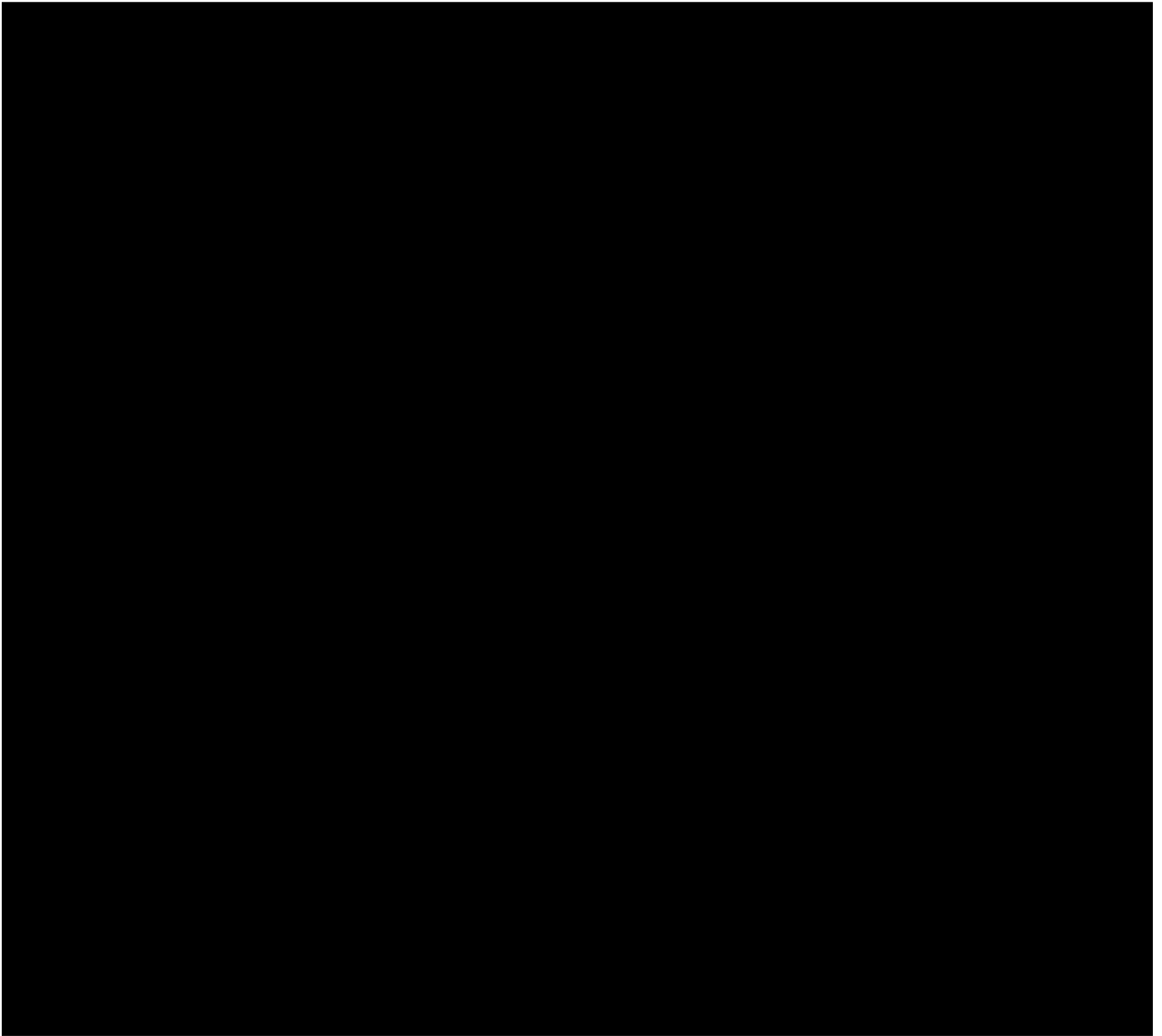


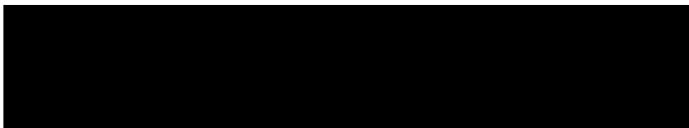


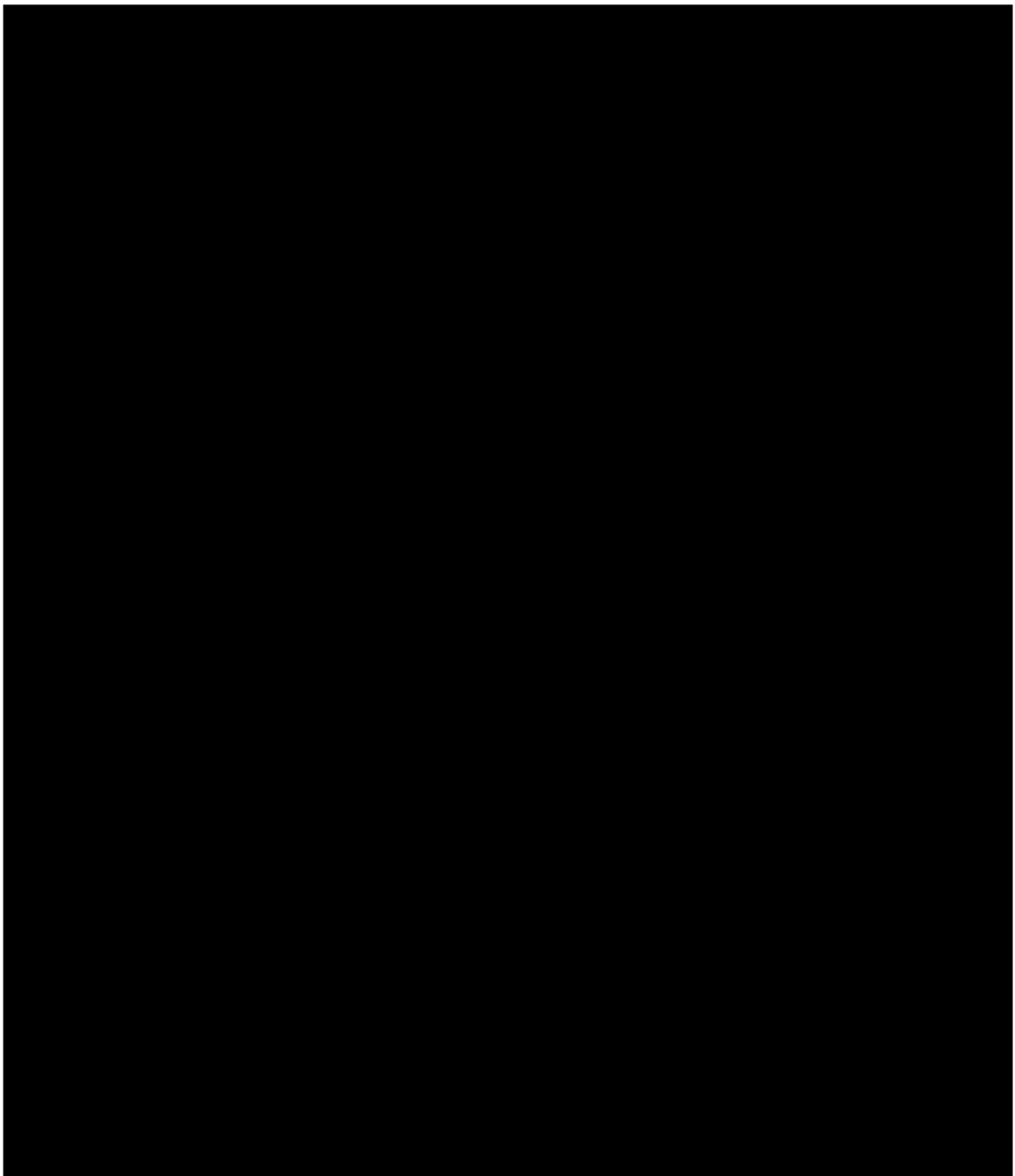




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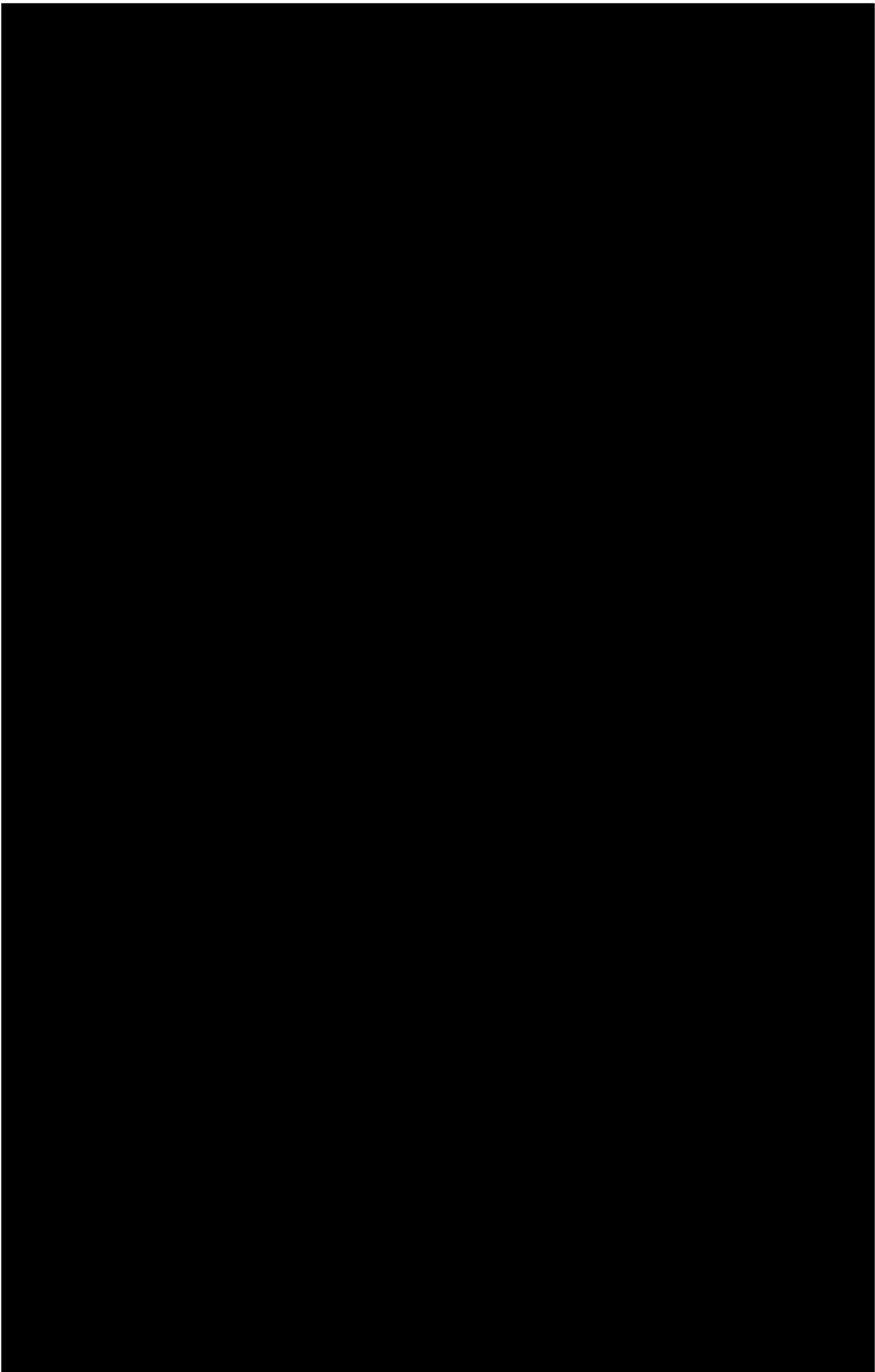


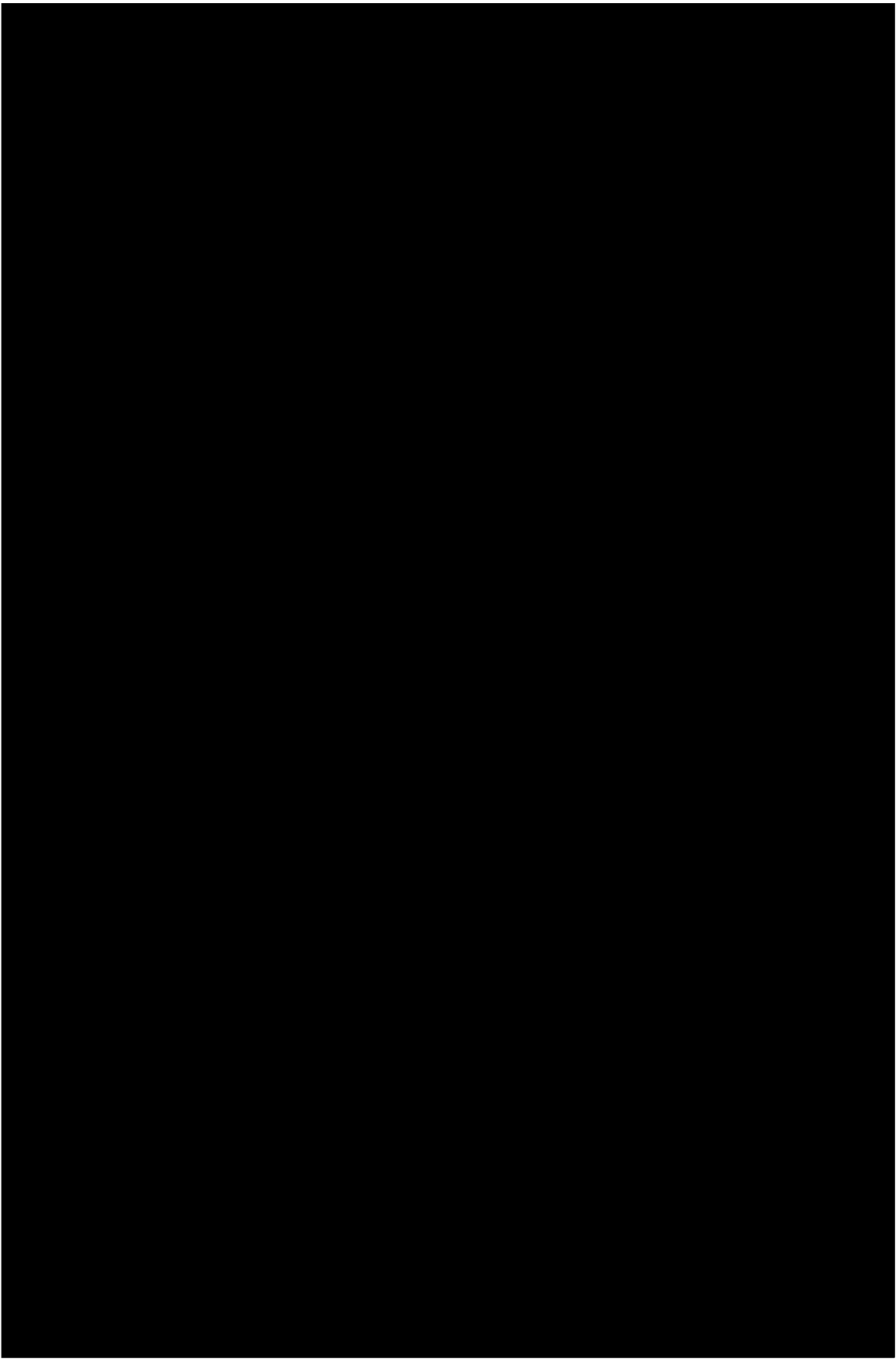


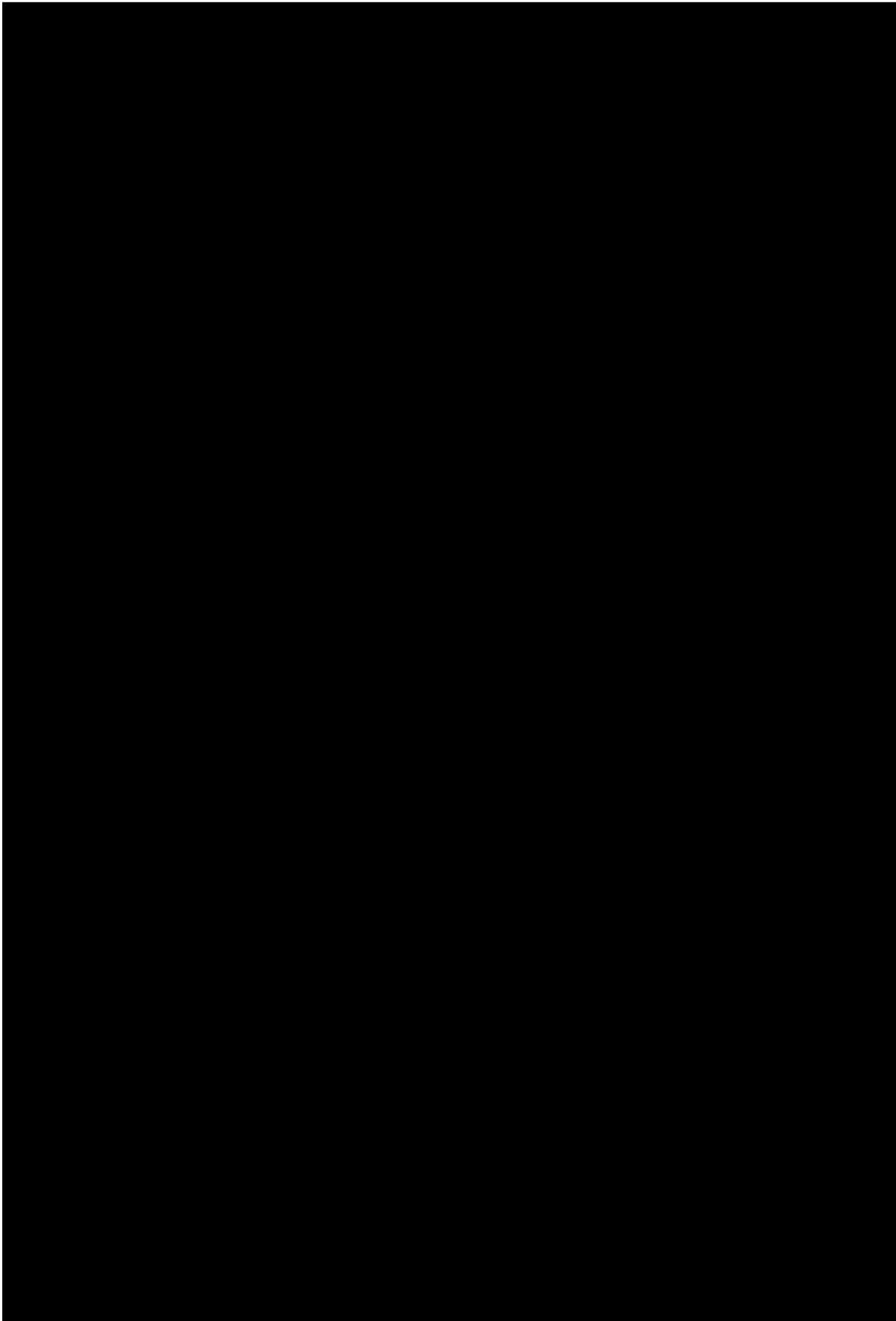


K&L GATES

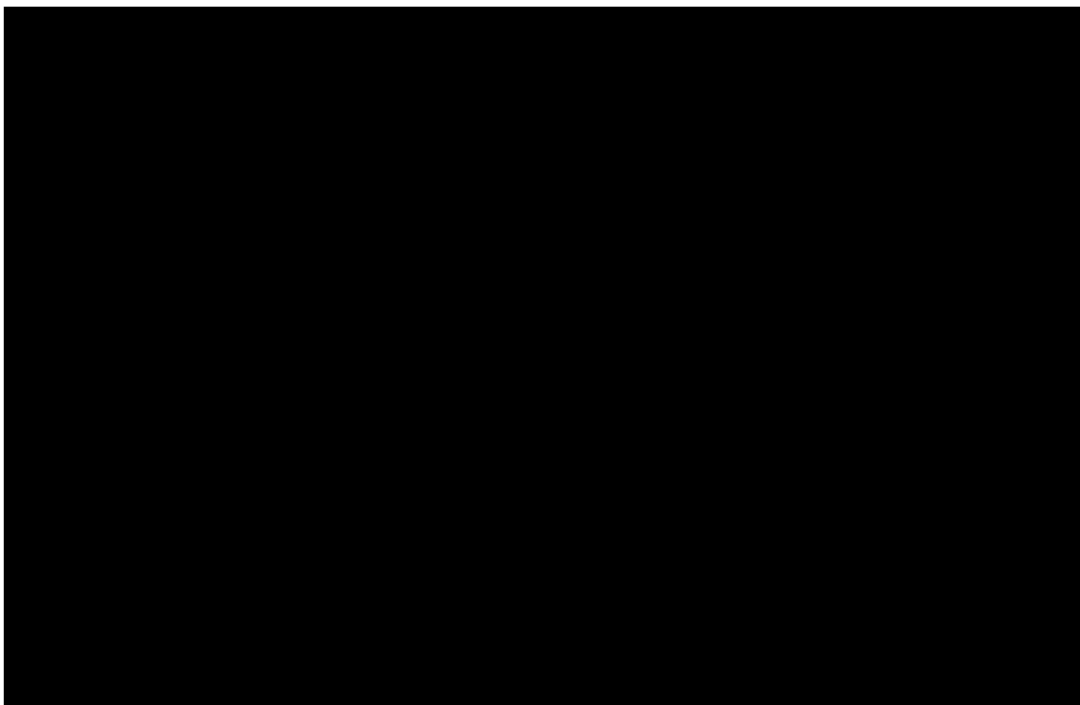
PATENT
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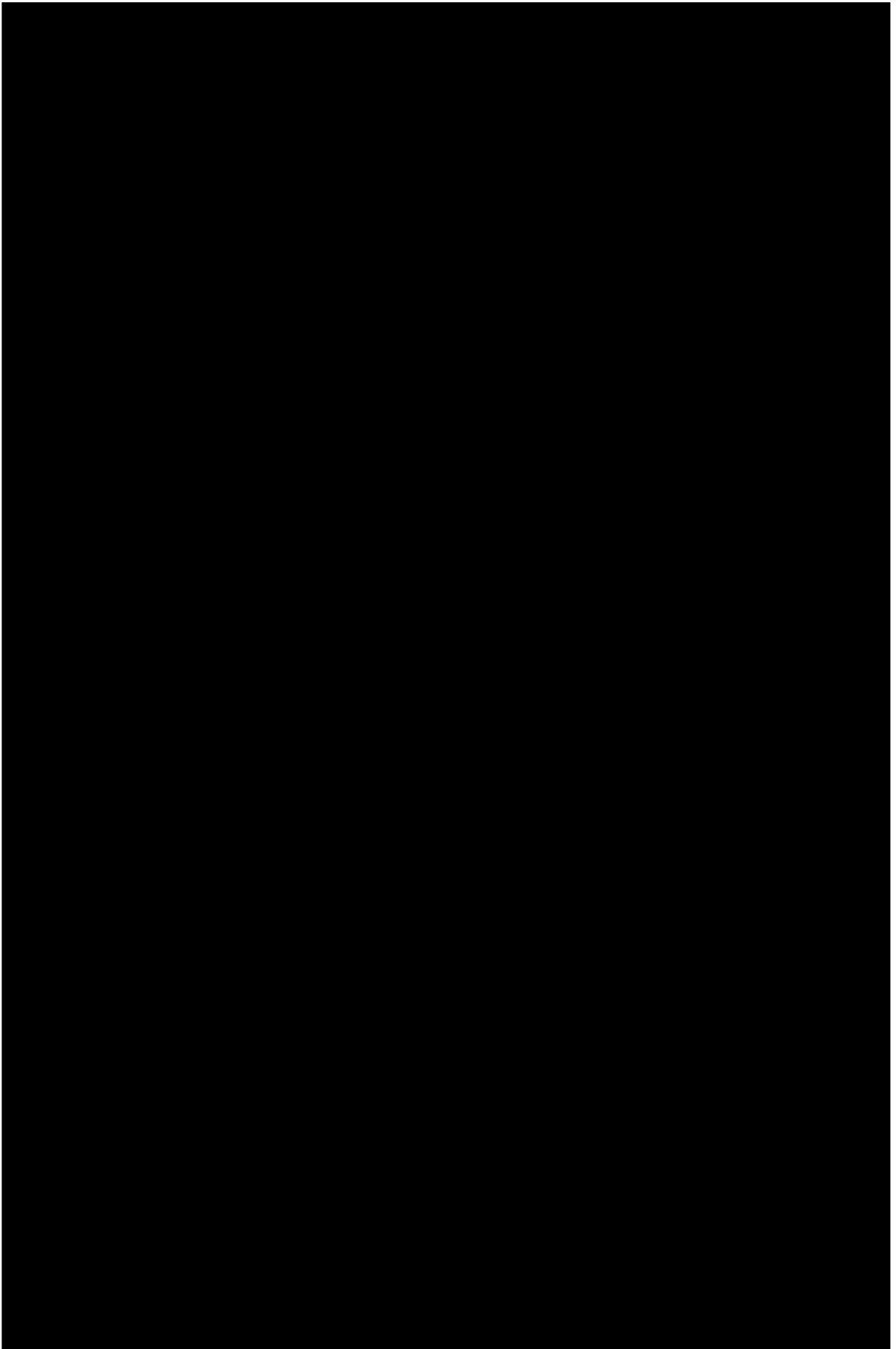




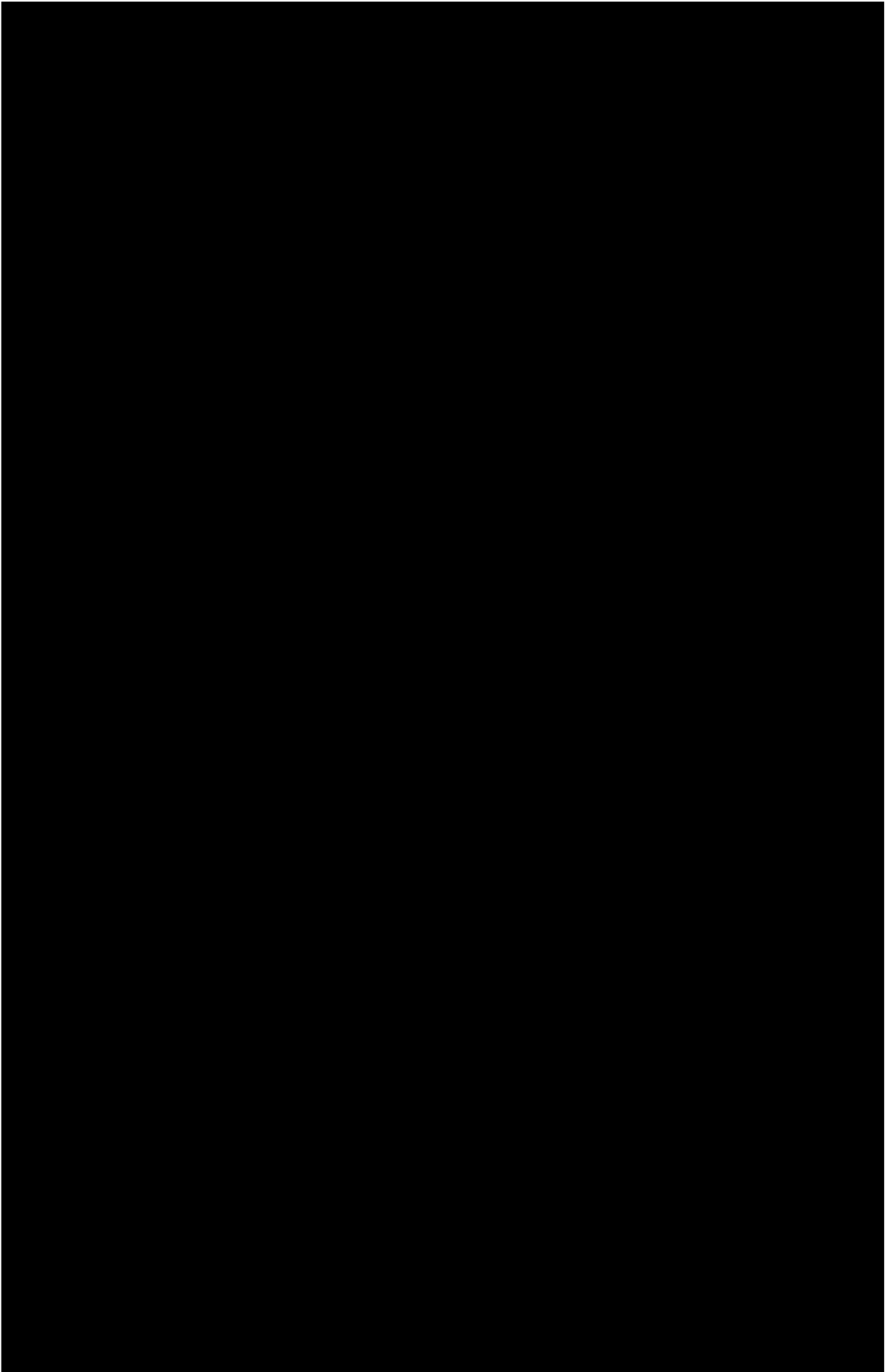


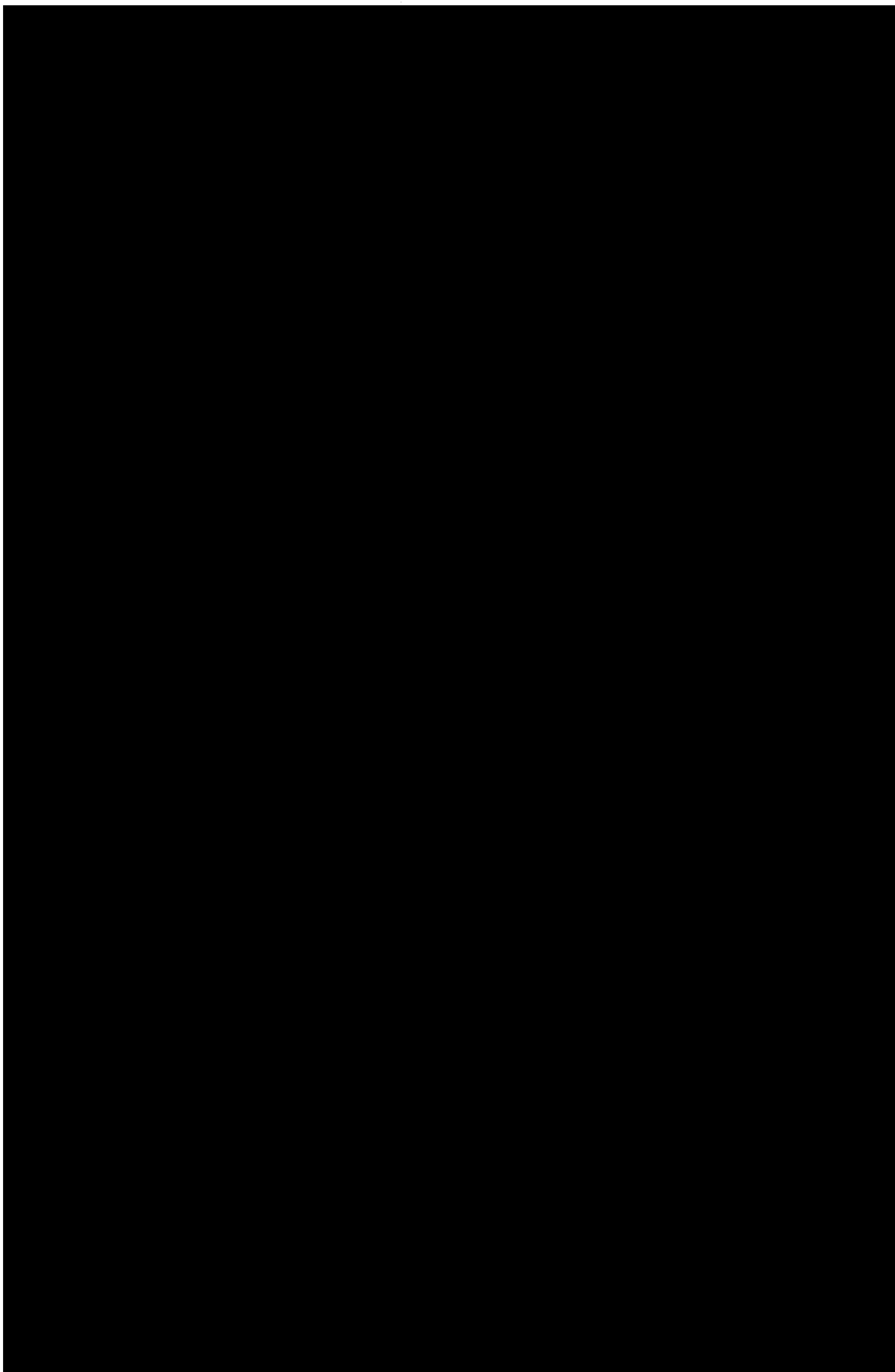


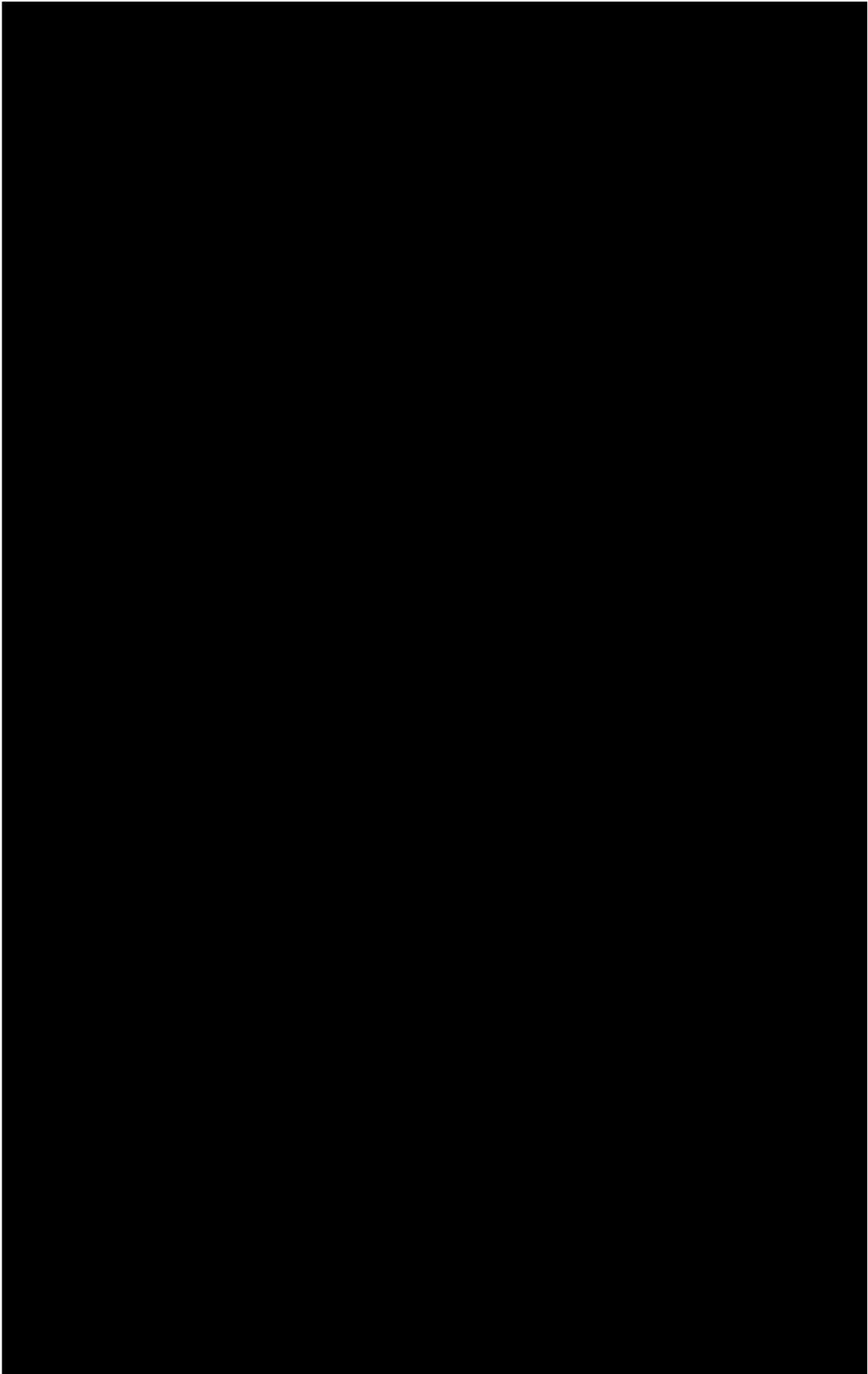




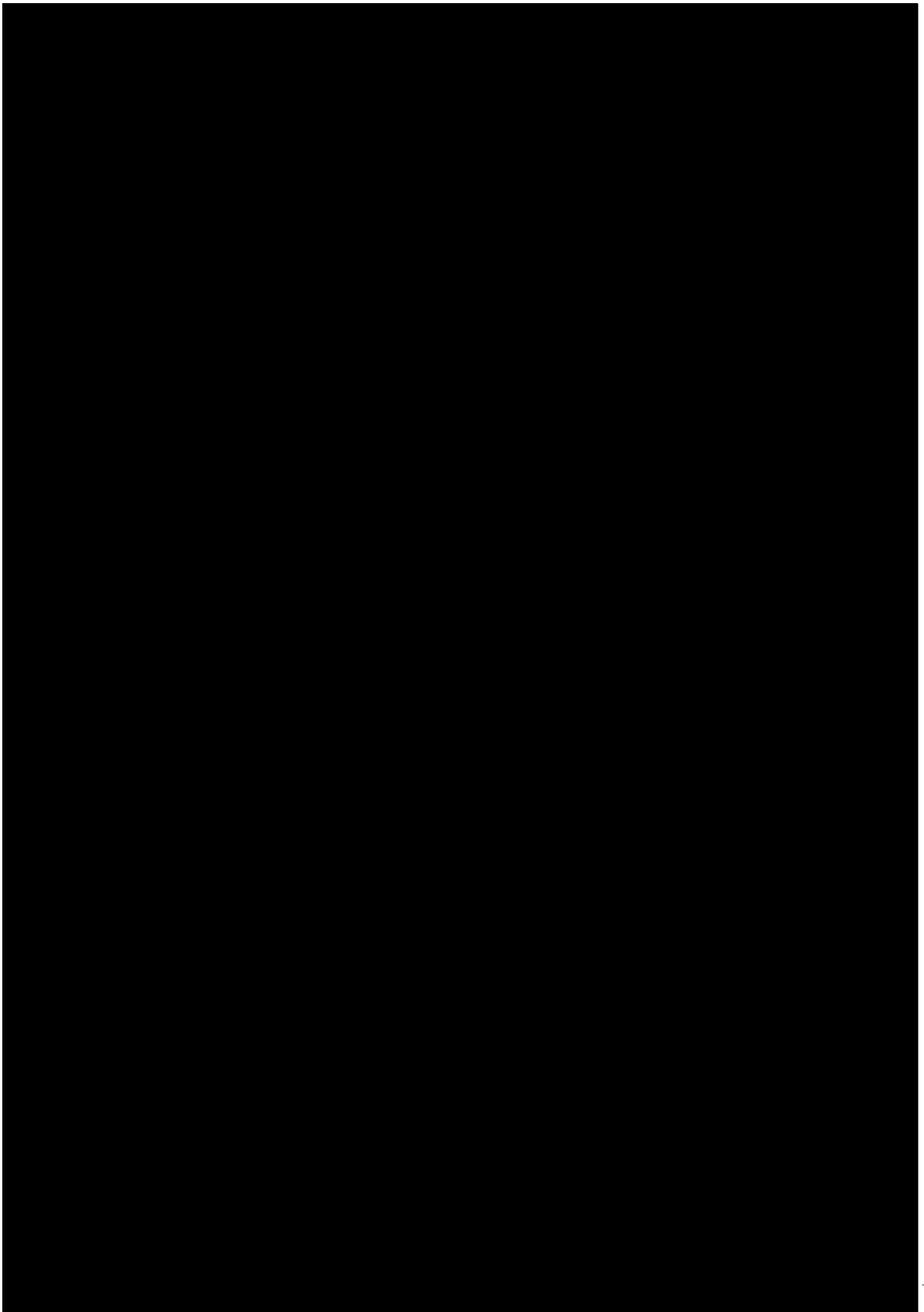
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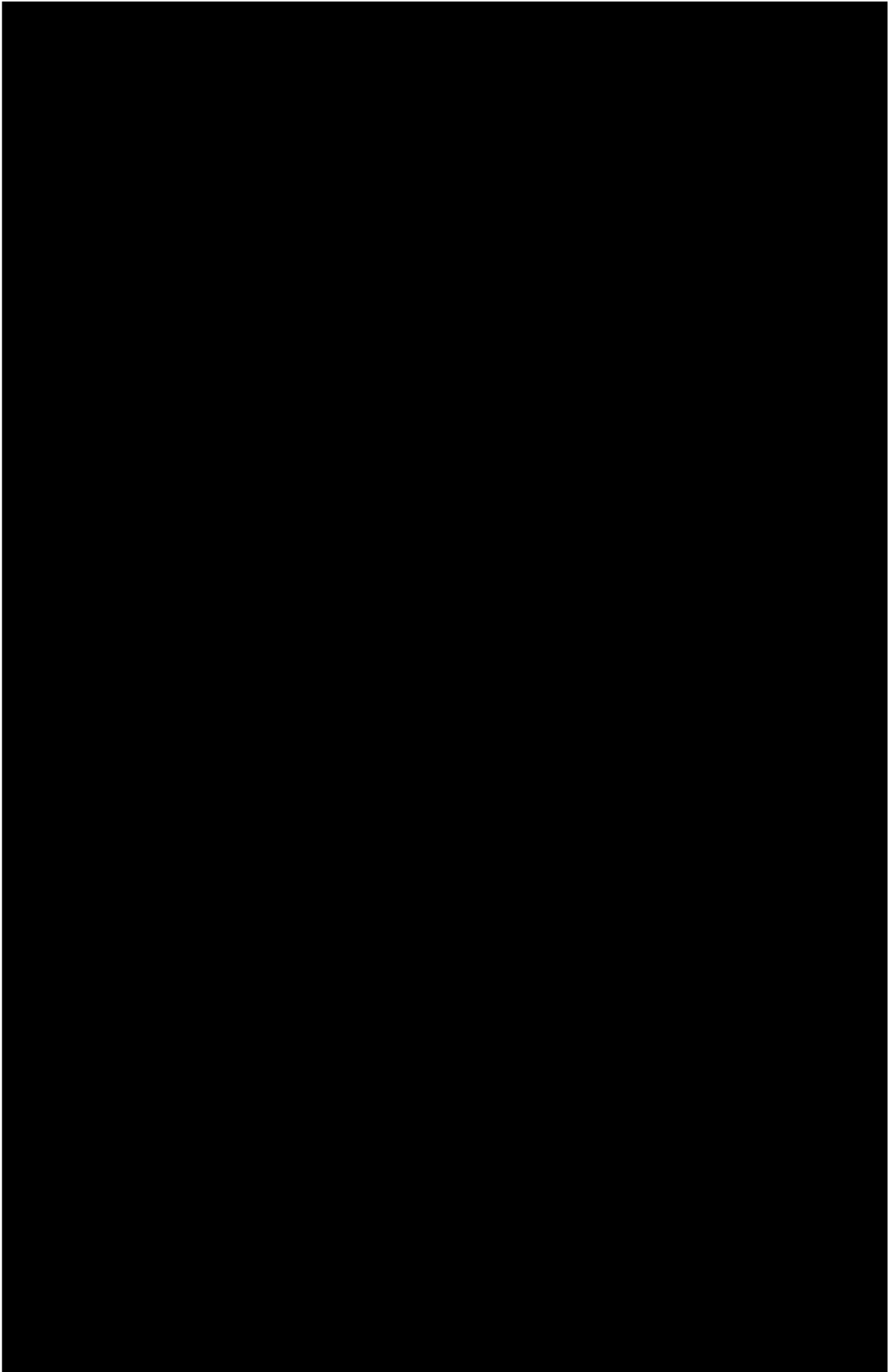


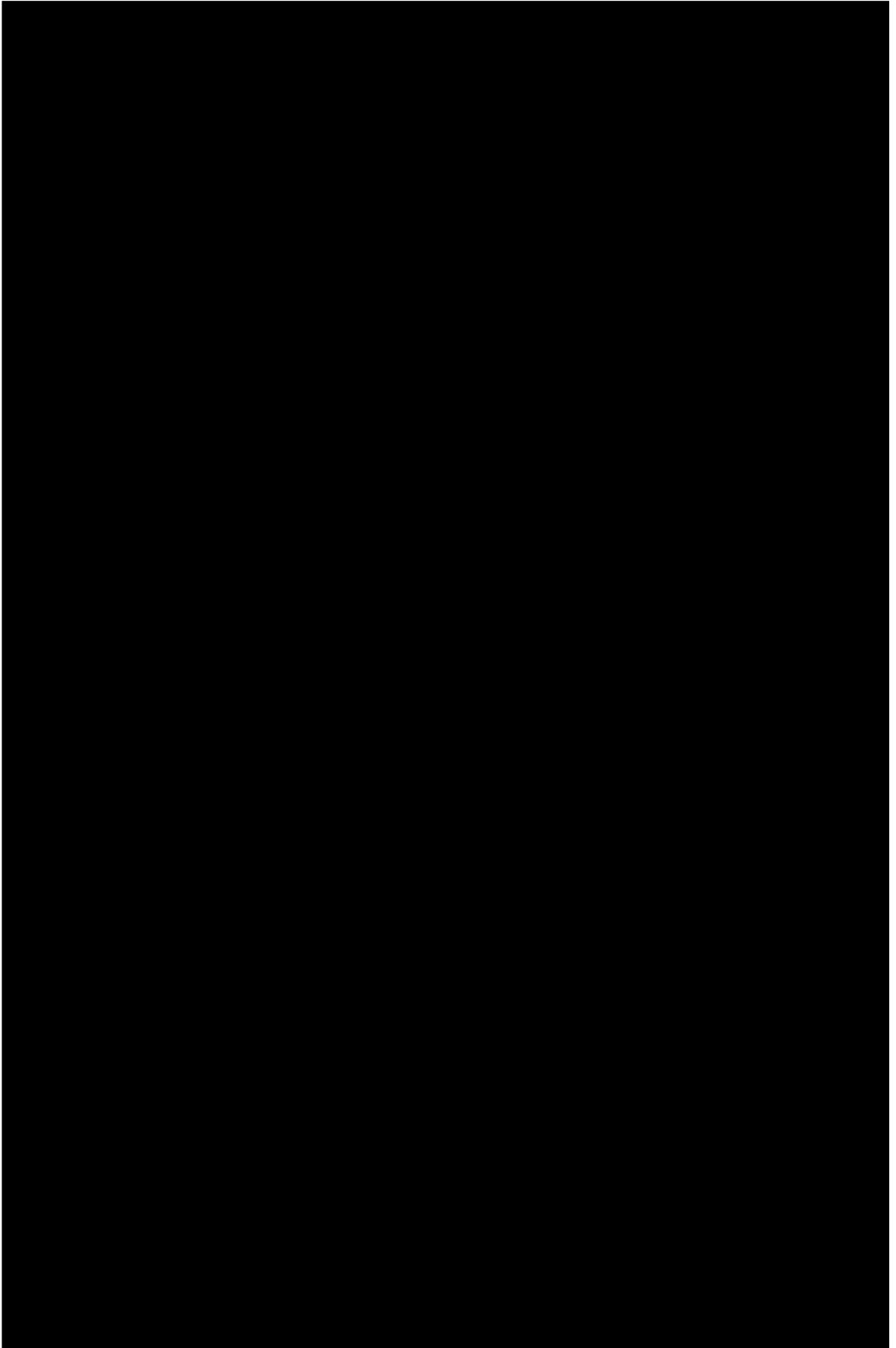


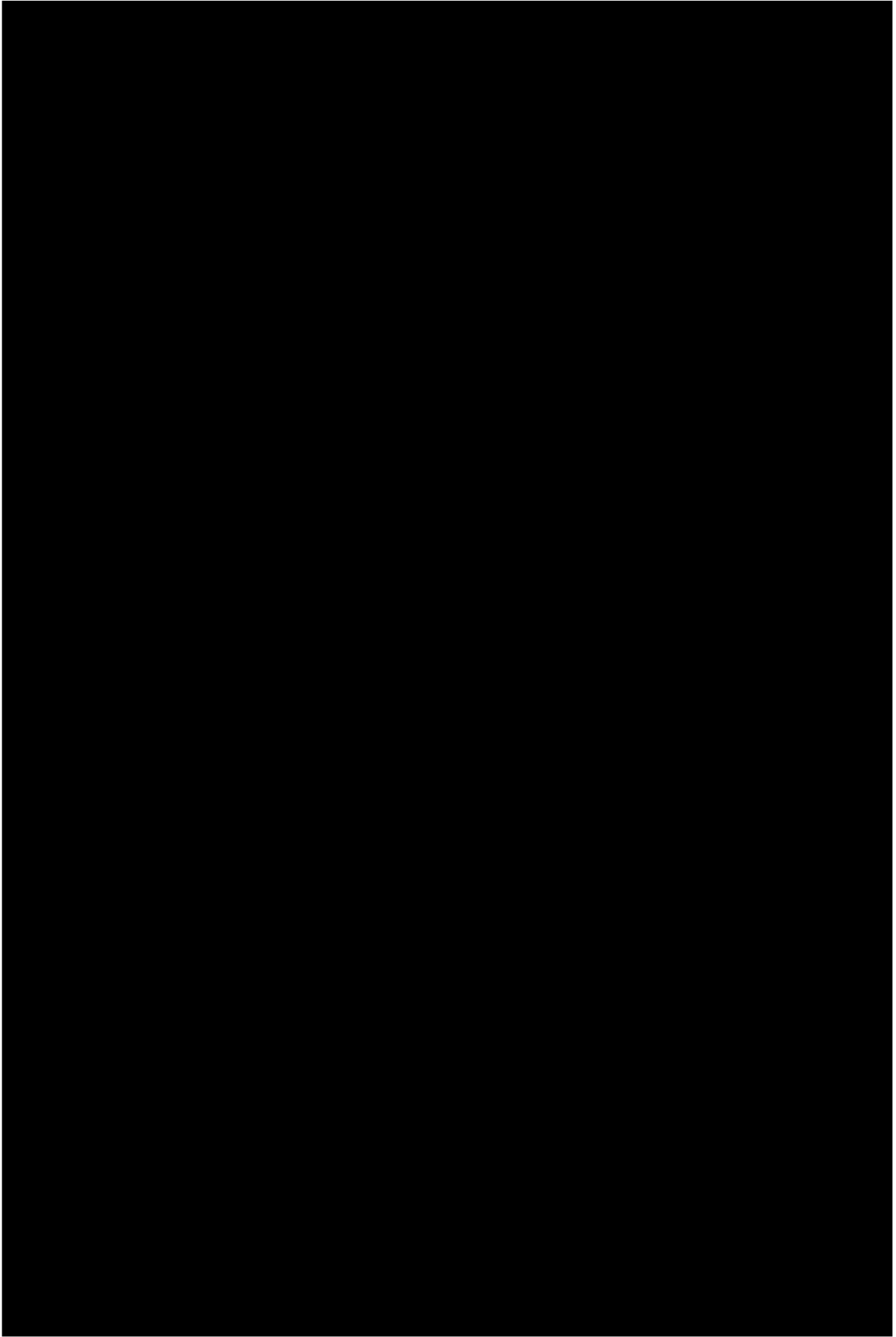


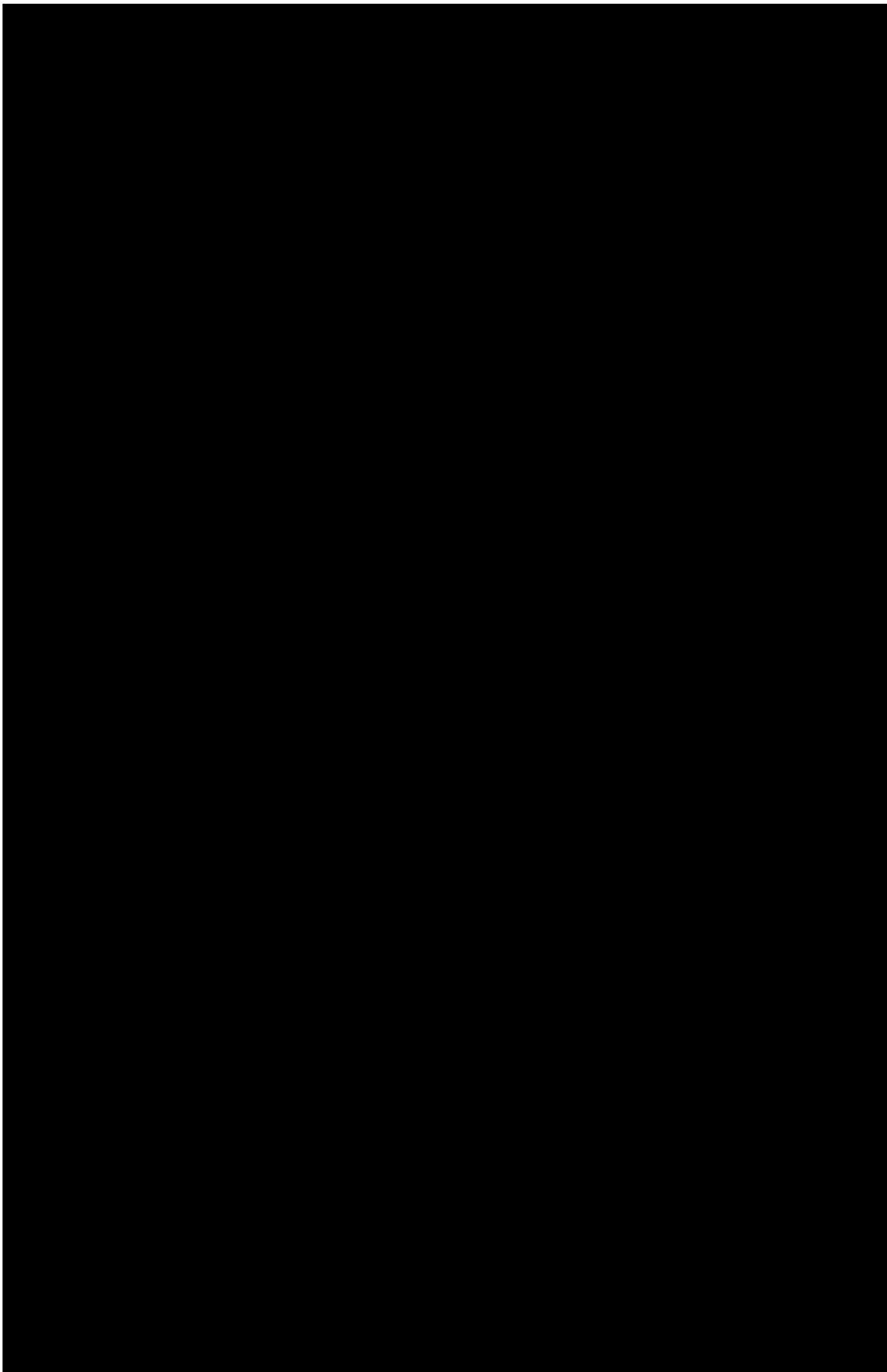
PATENT
REEL: 052592 FRAME: 0529

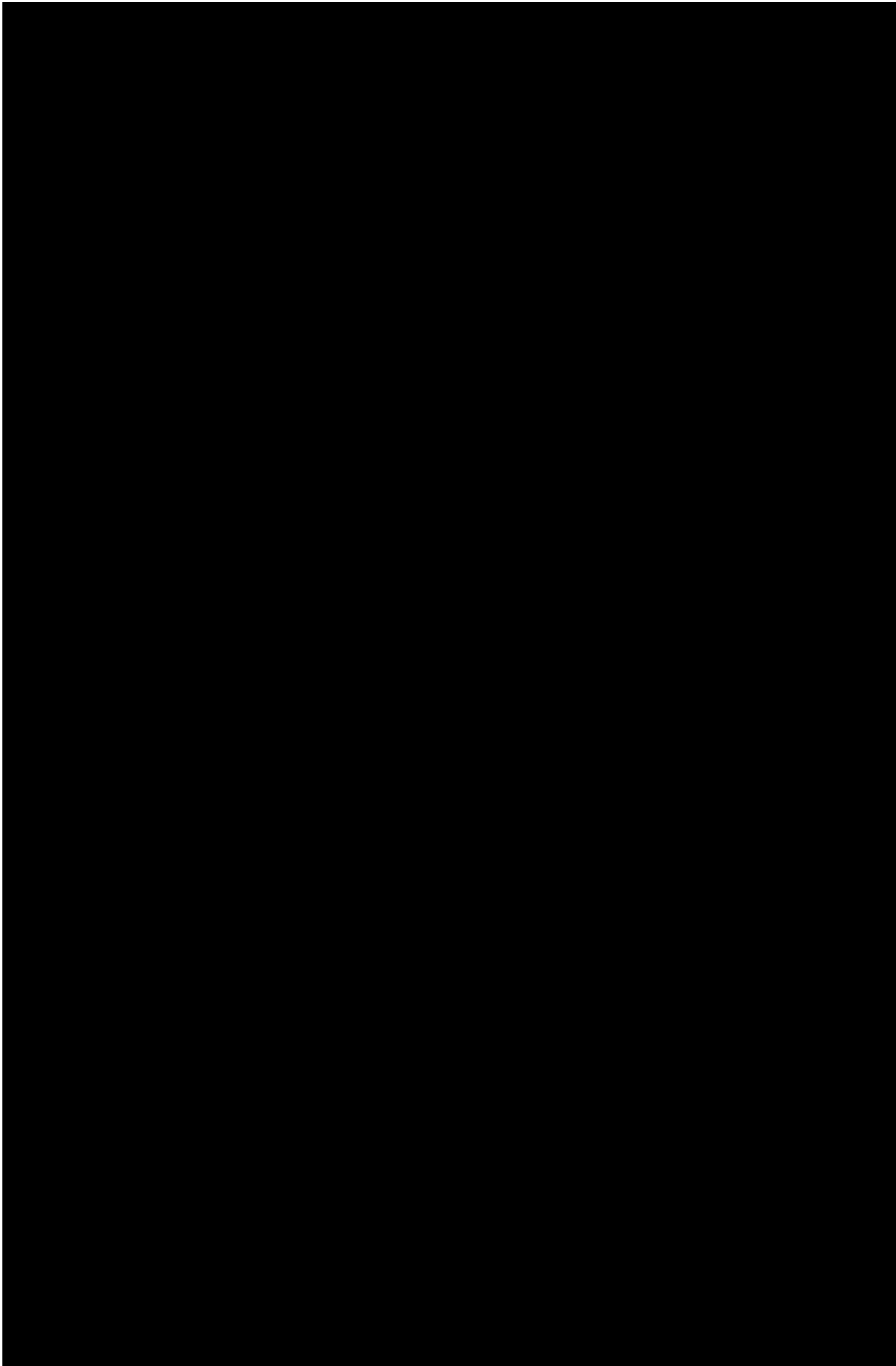


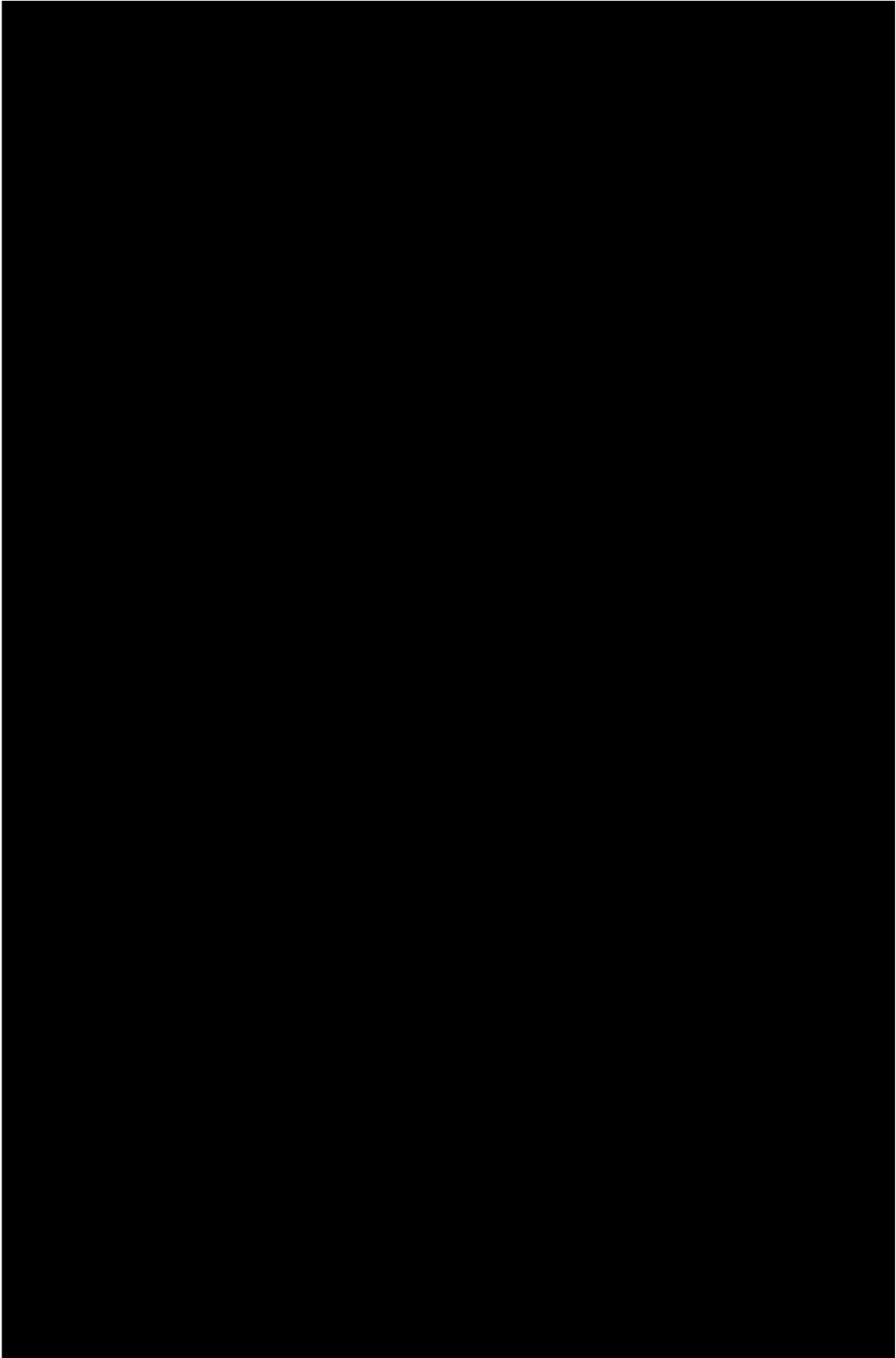


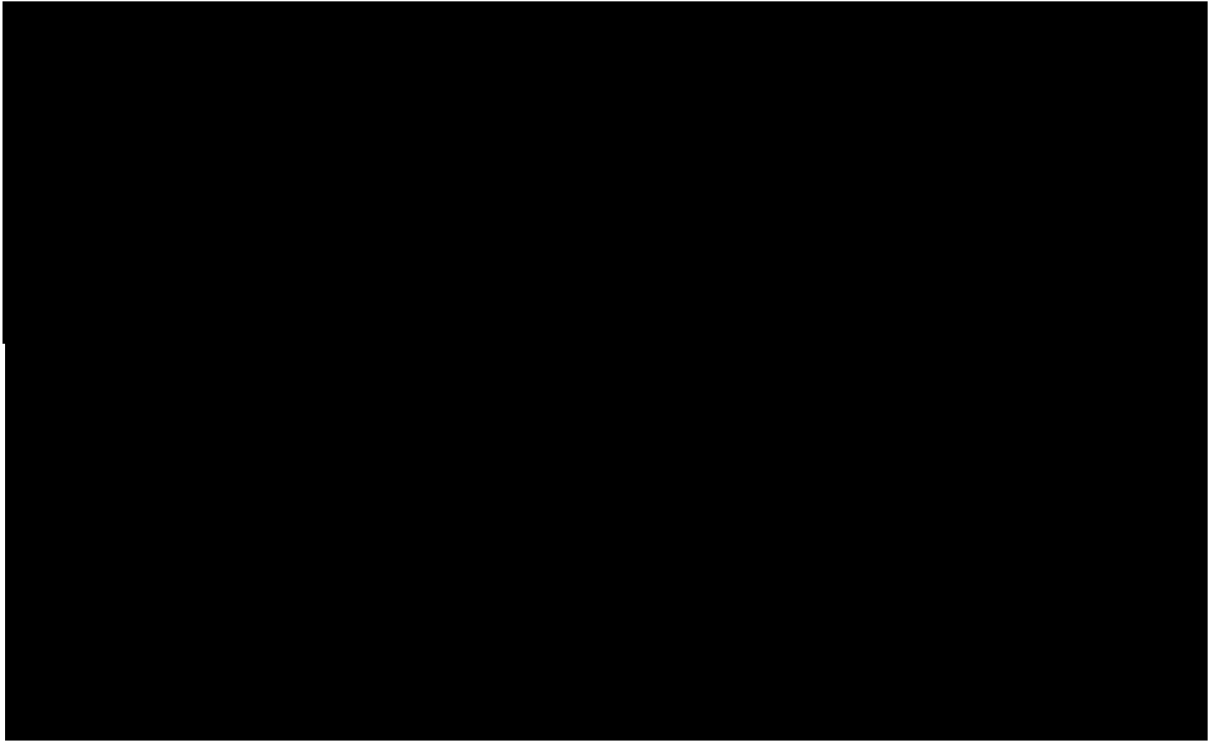


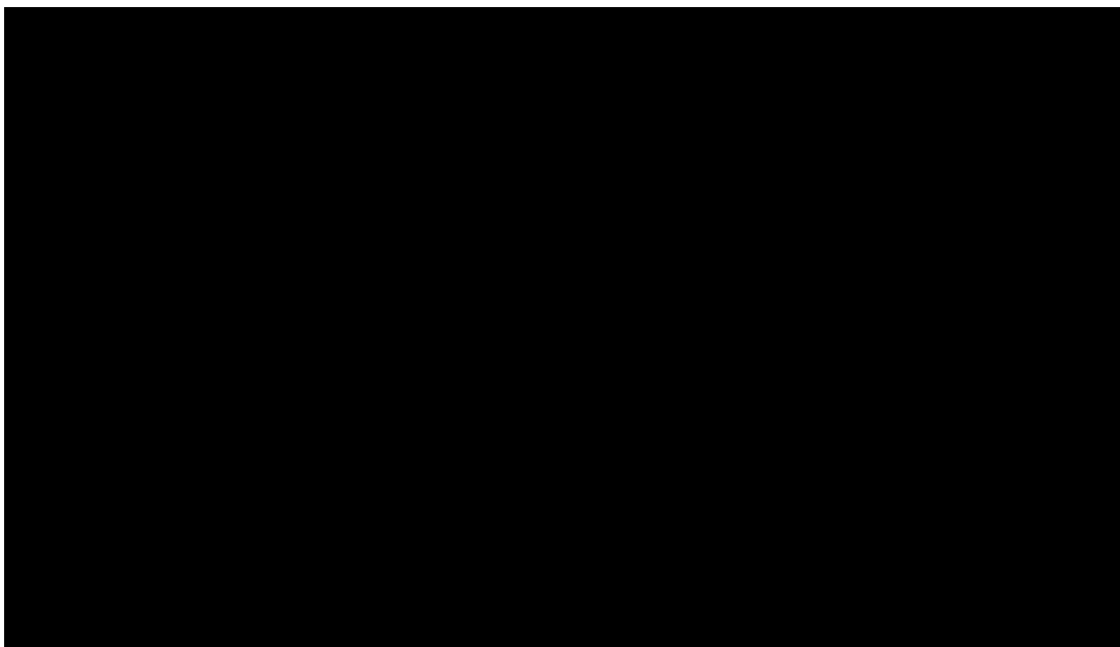






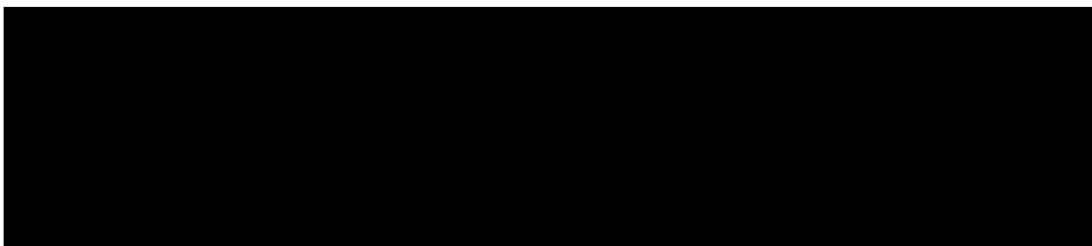


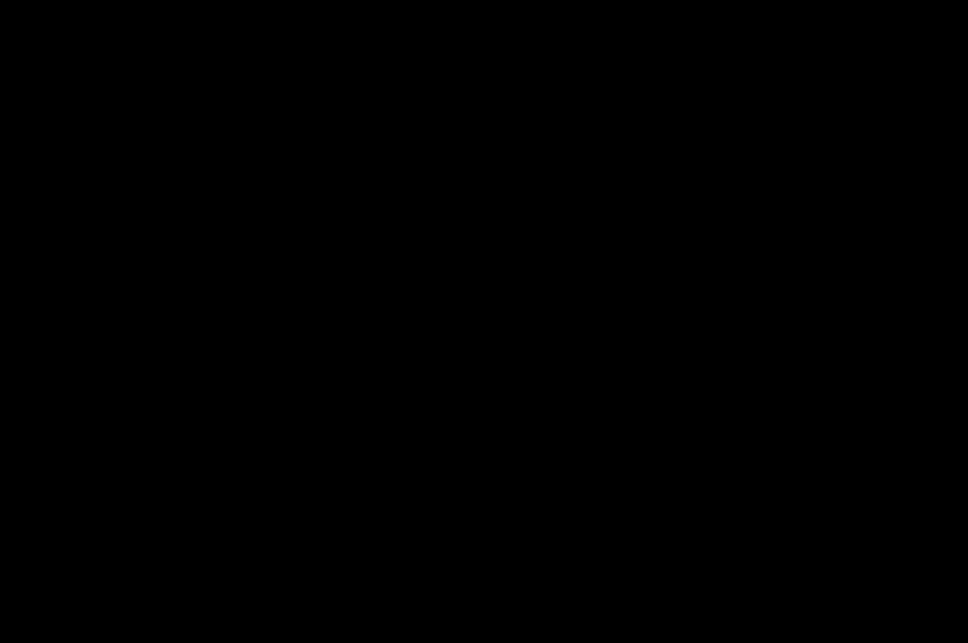


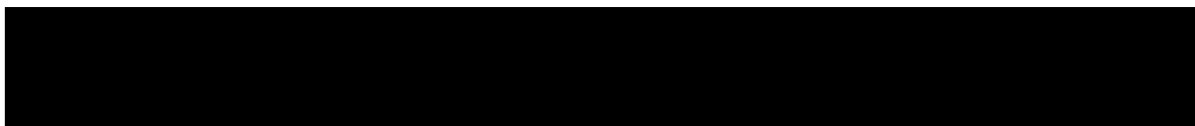
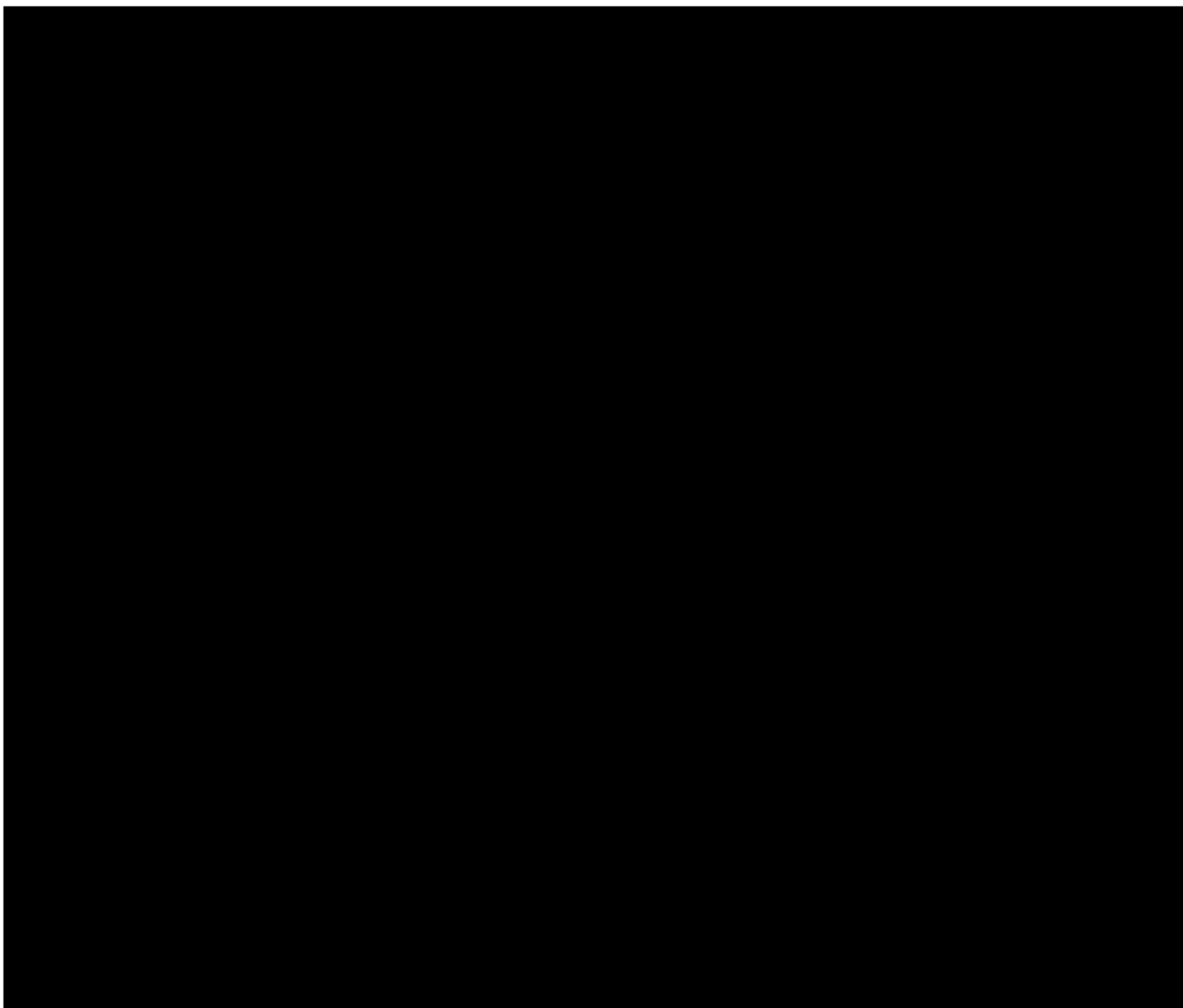


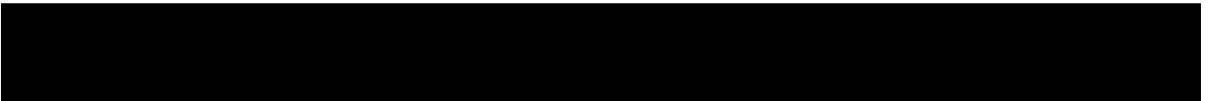
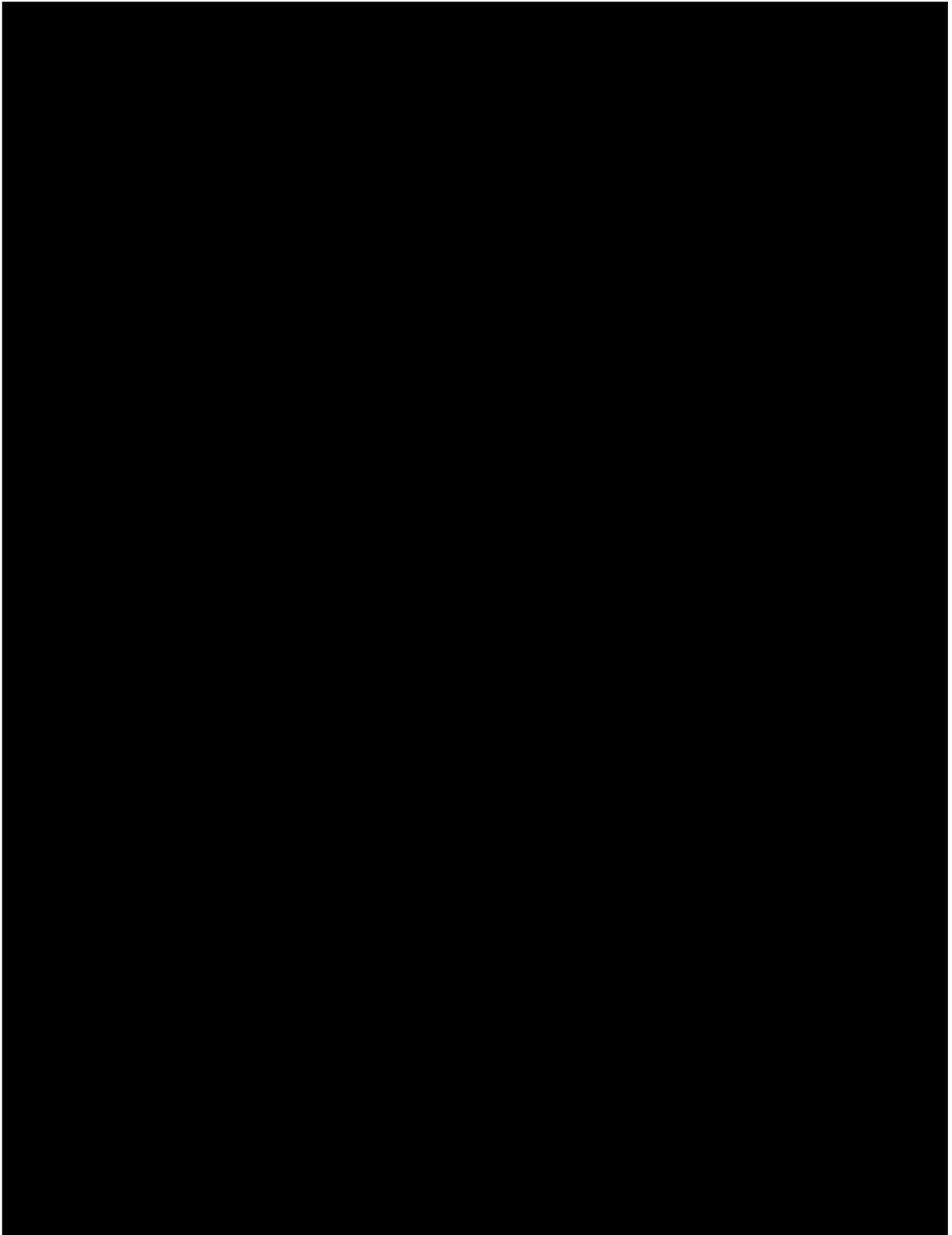


REEL: 052592 FRAME: 0543



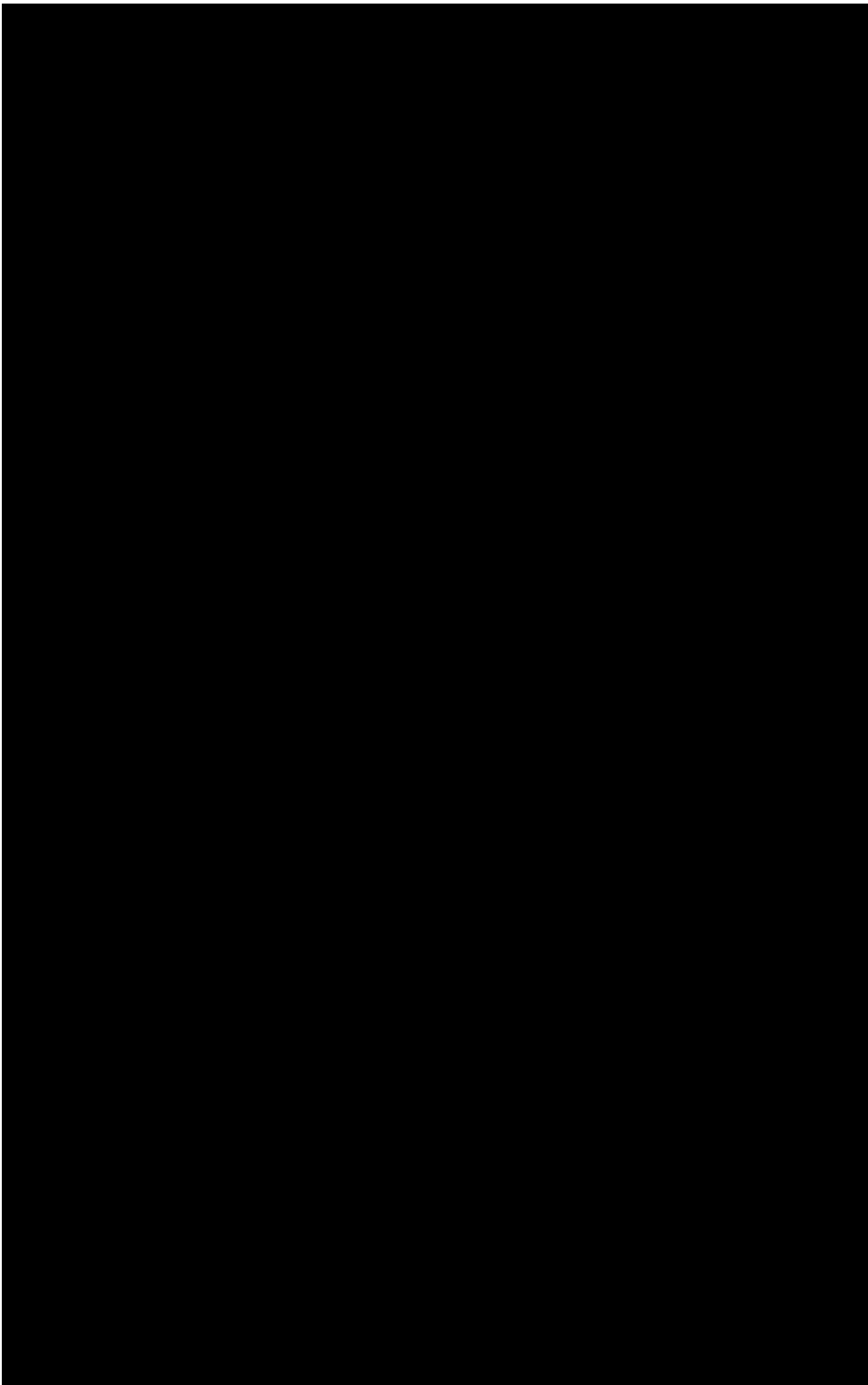
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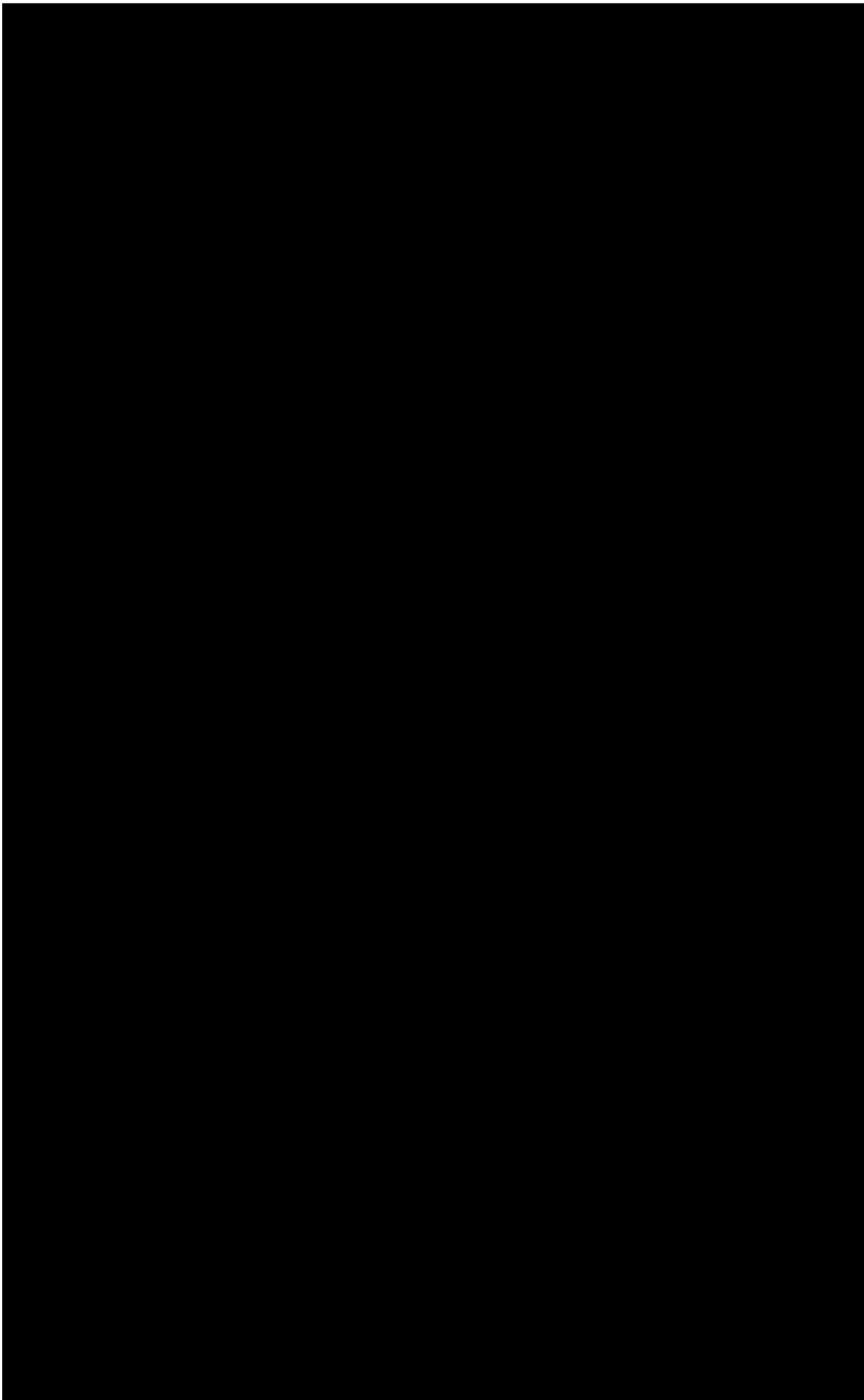




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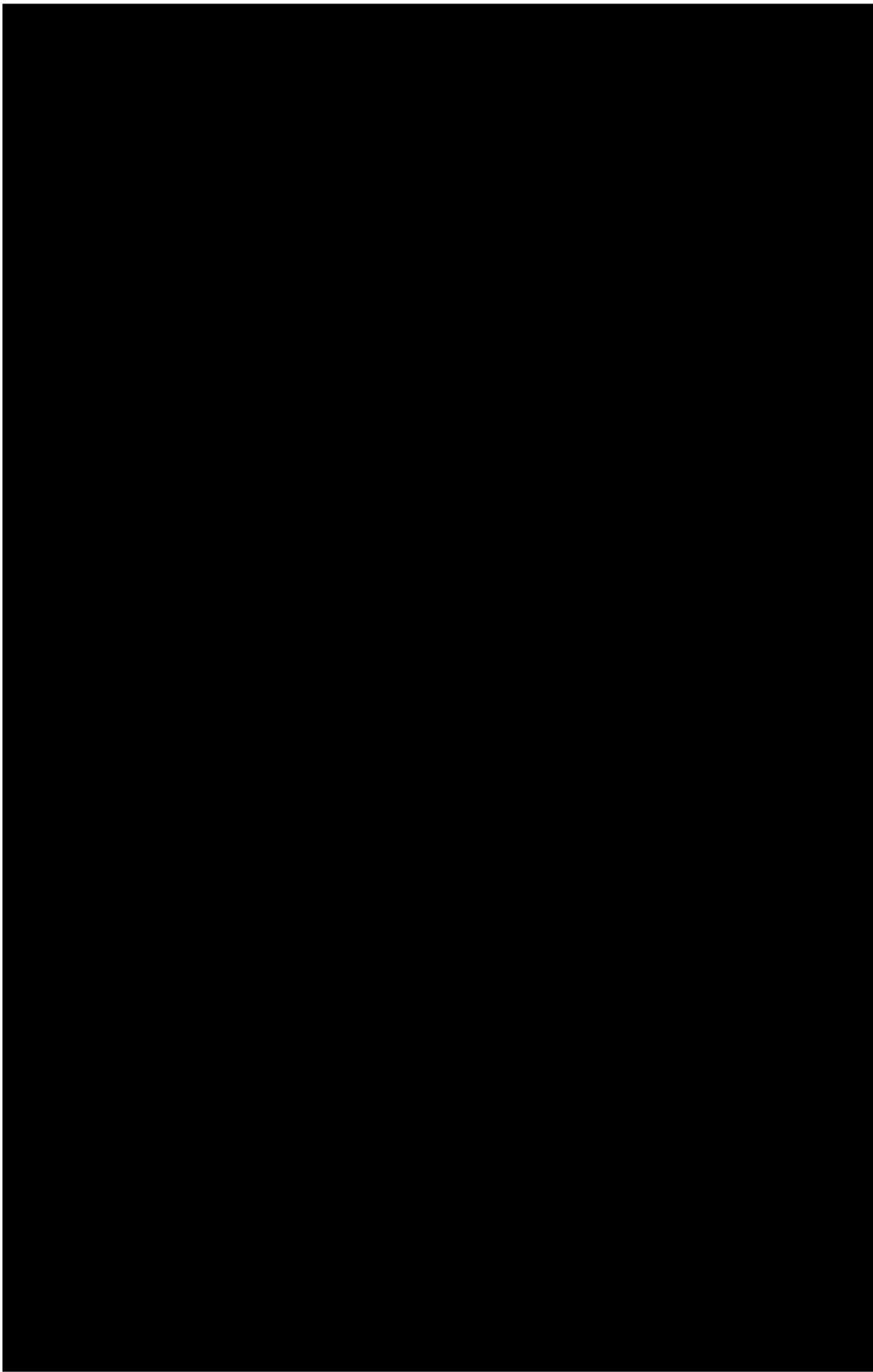
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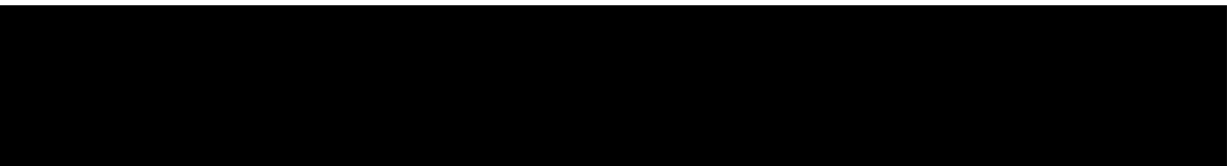
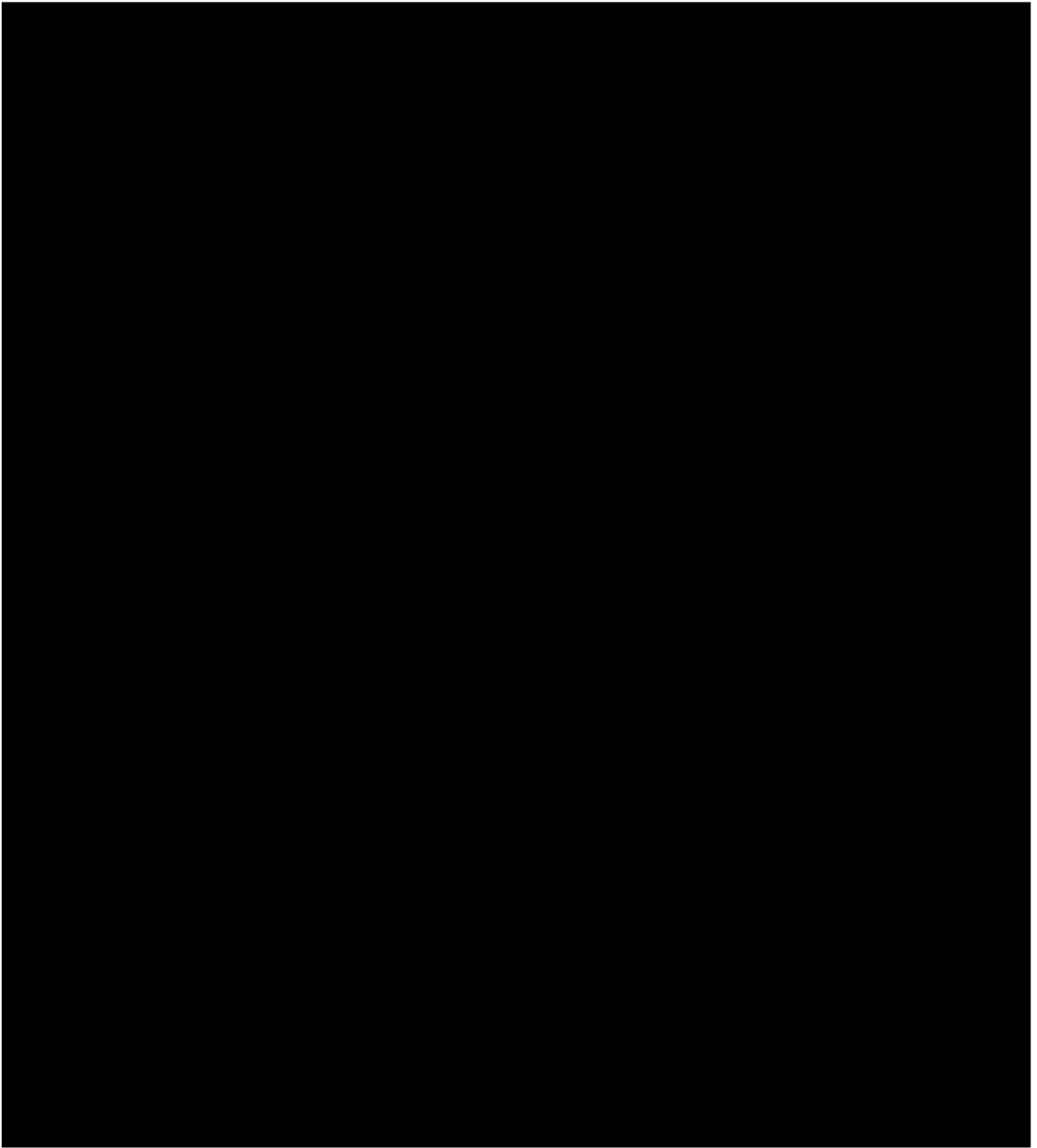
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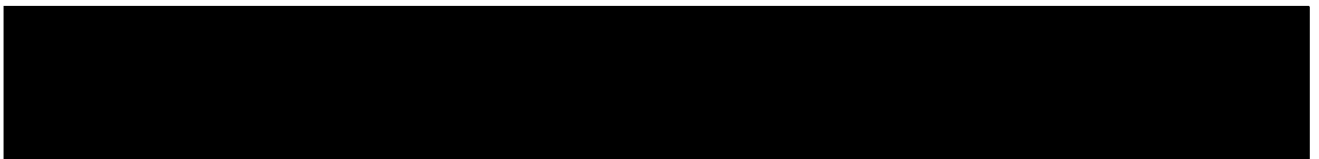
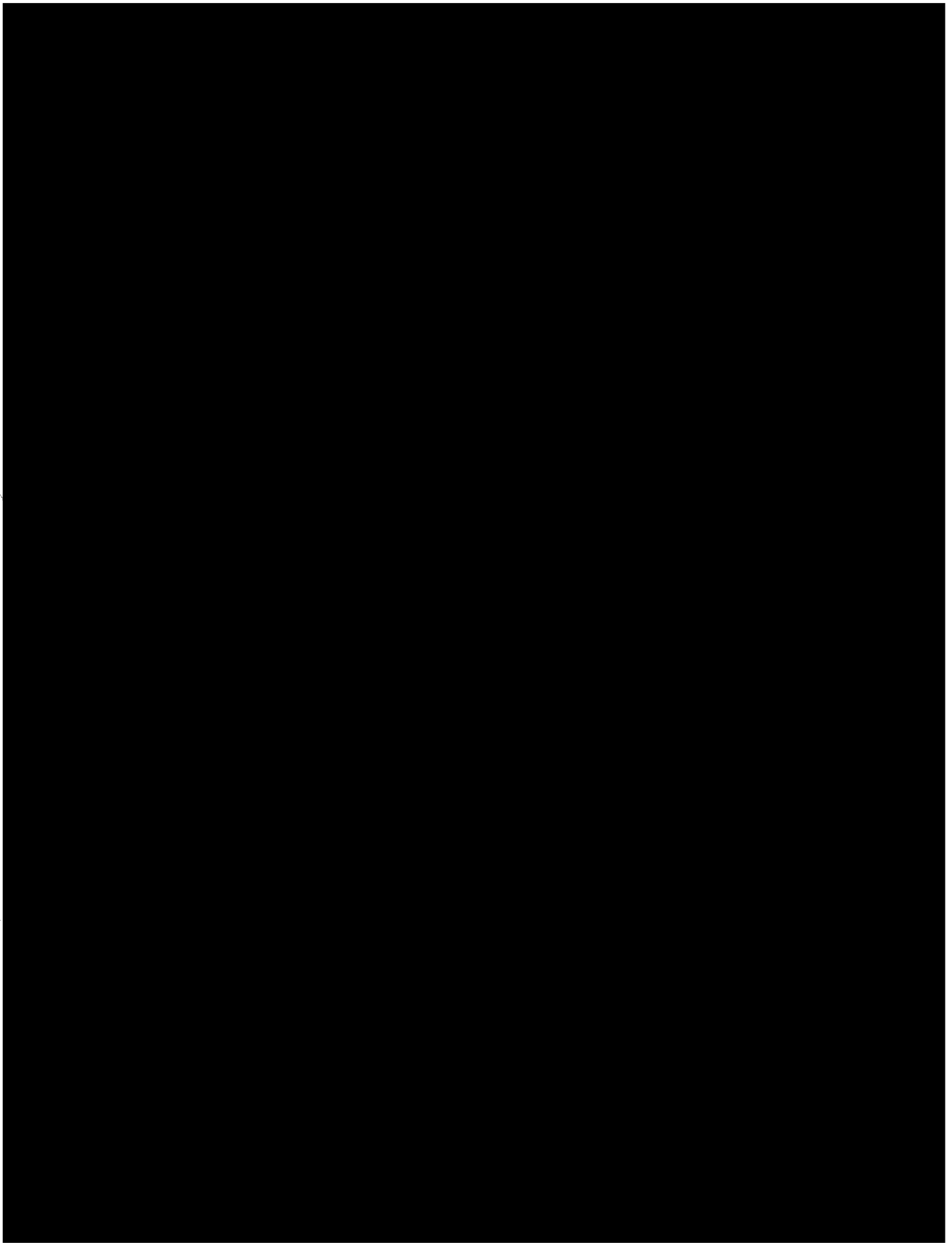
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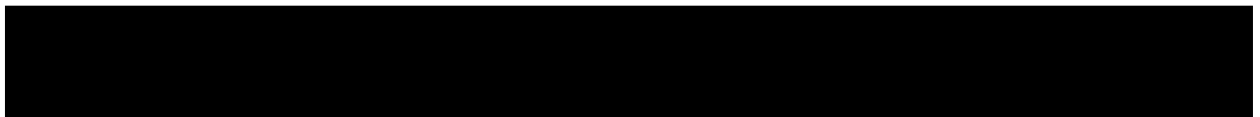
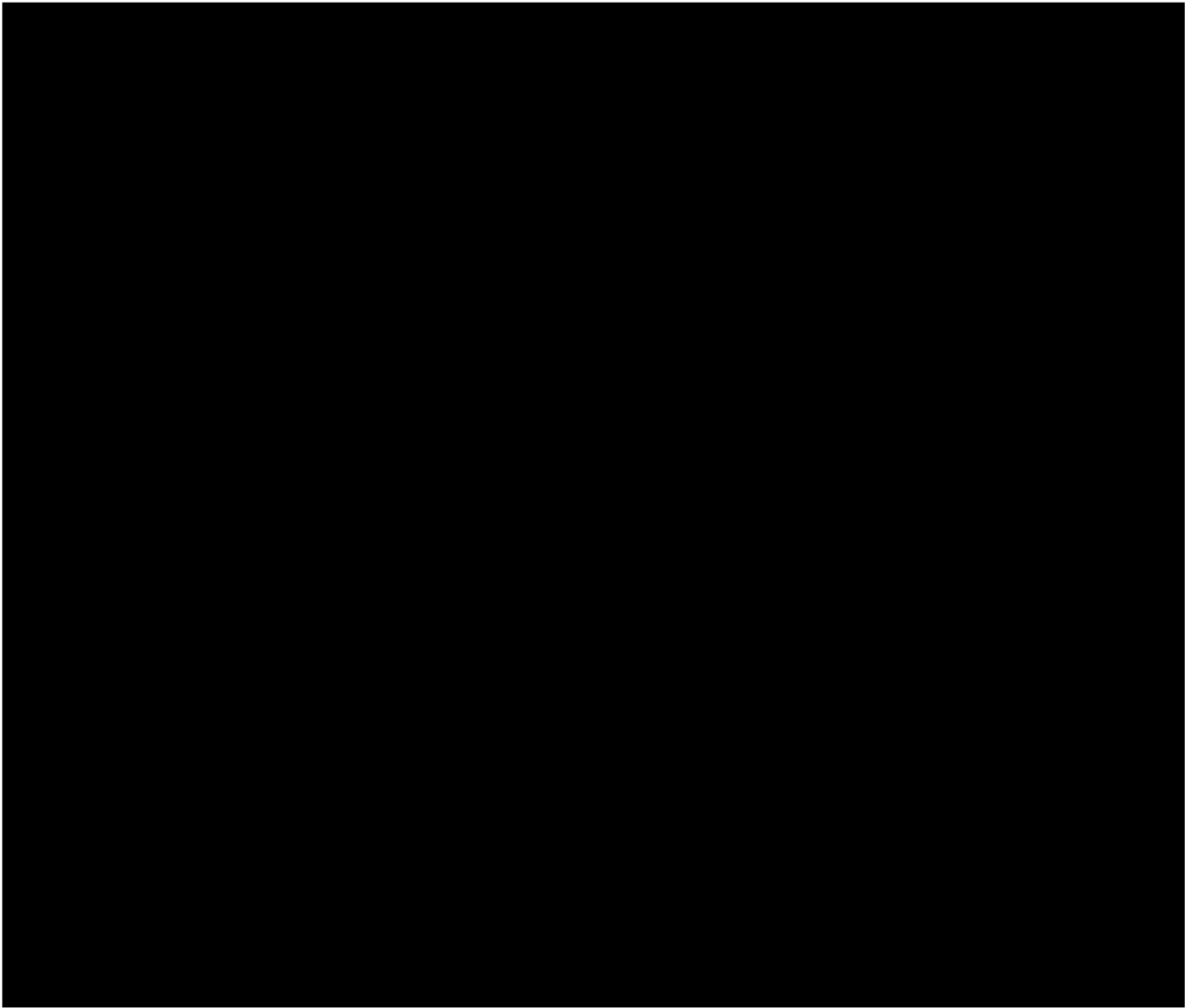


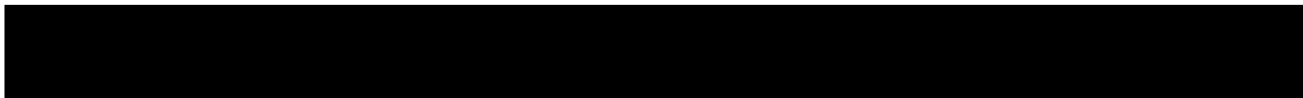
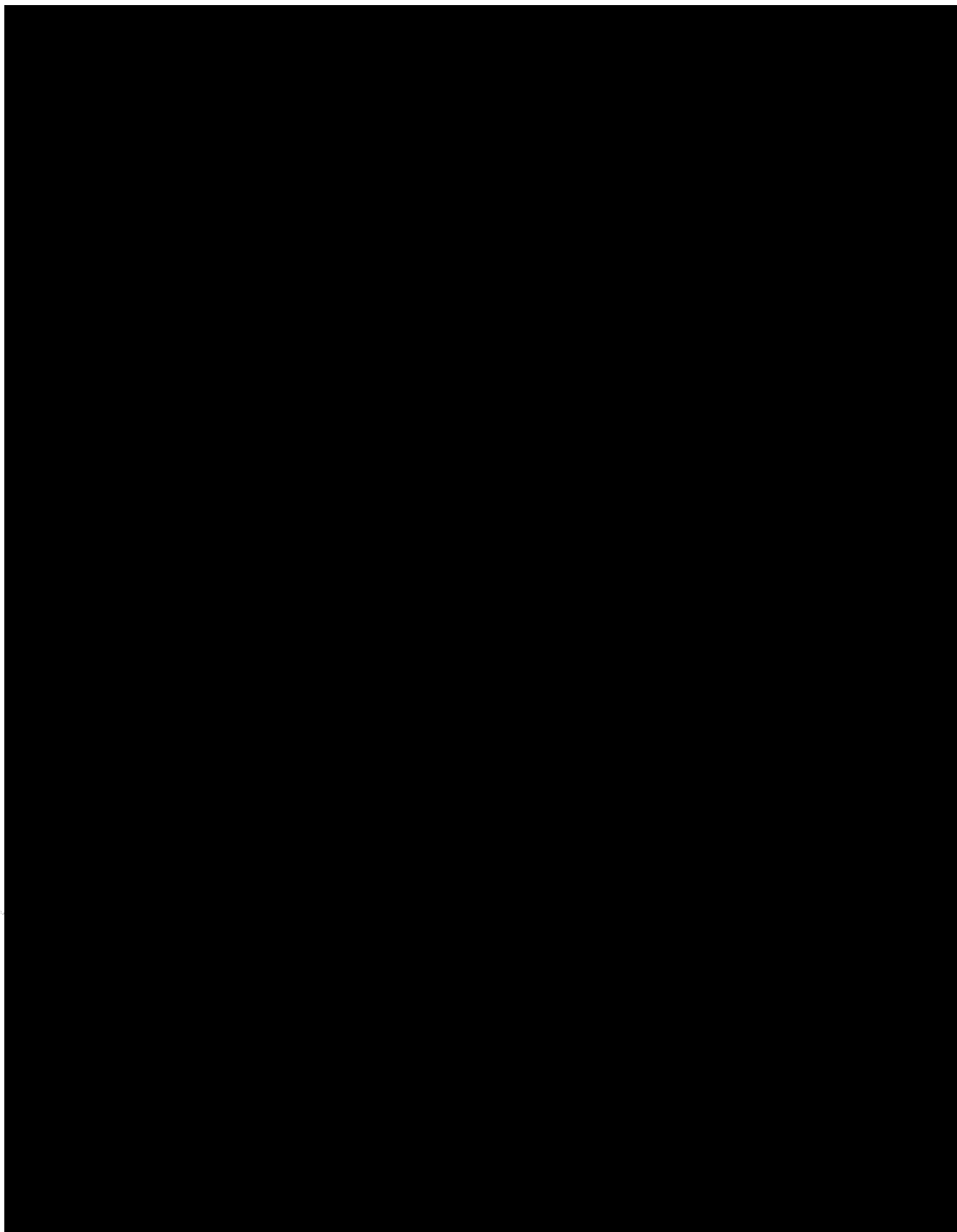
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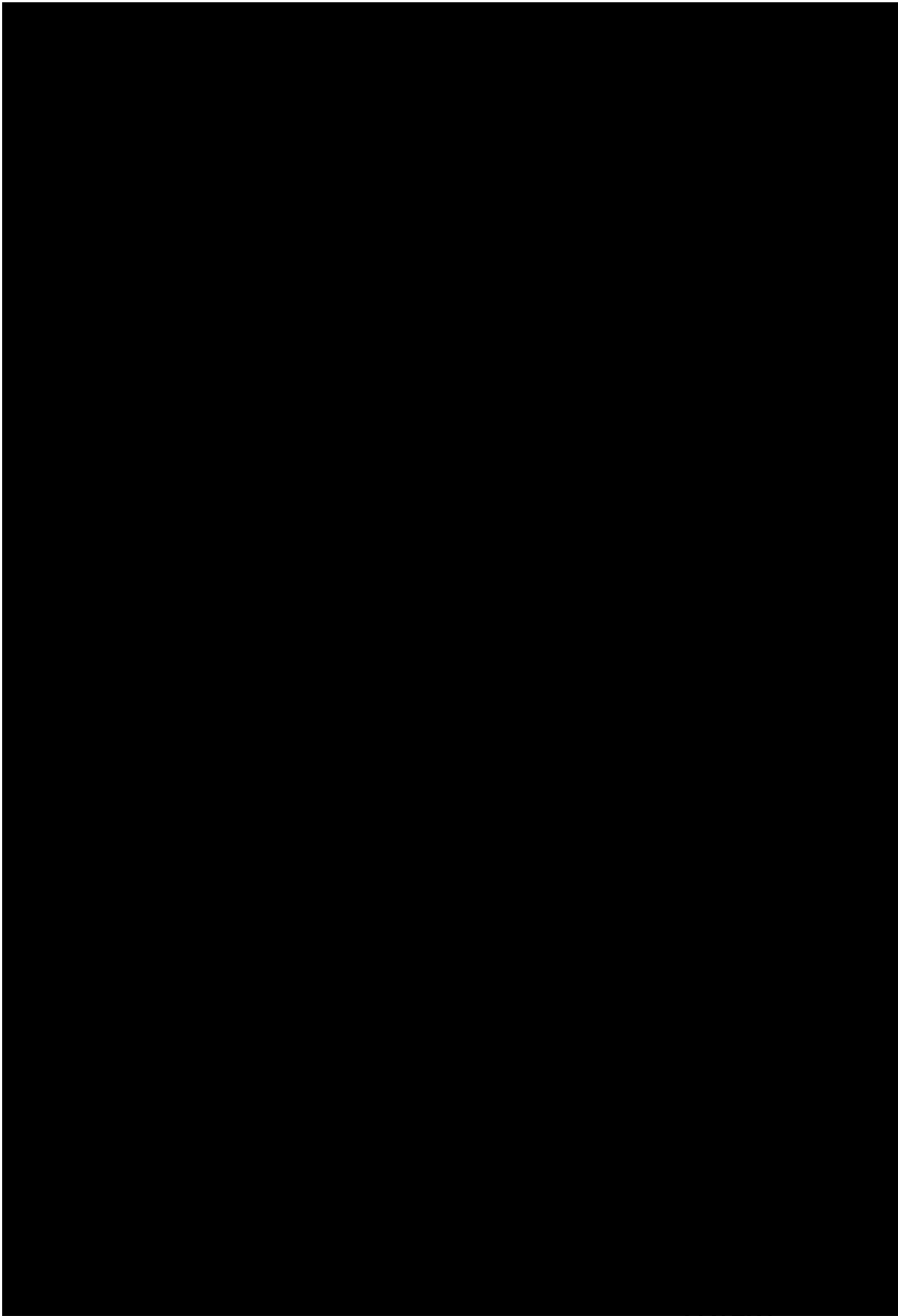




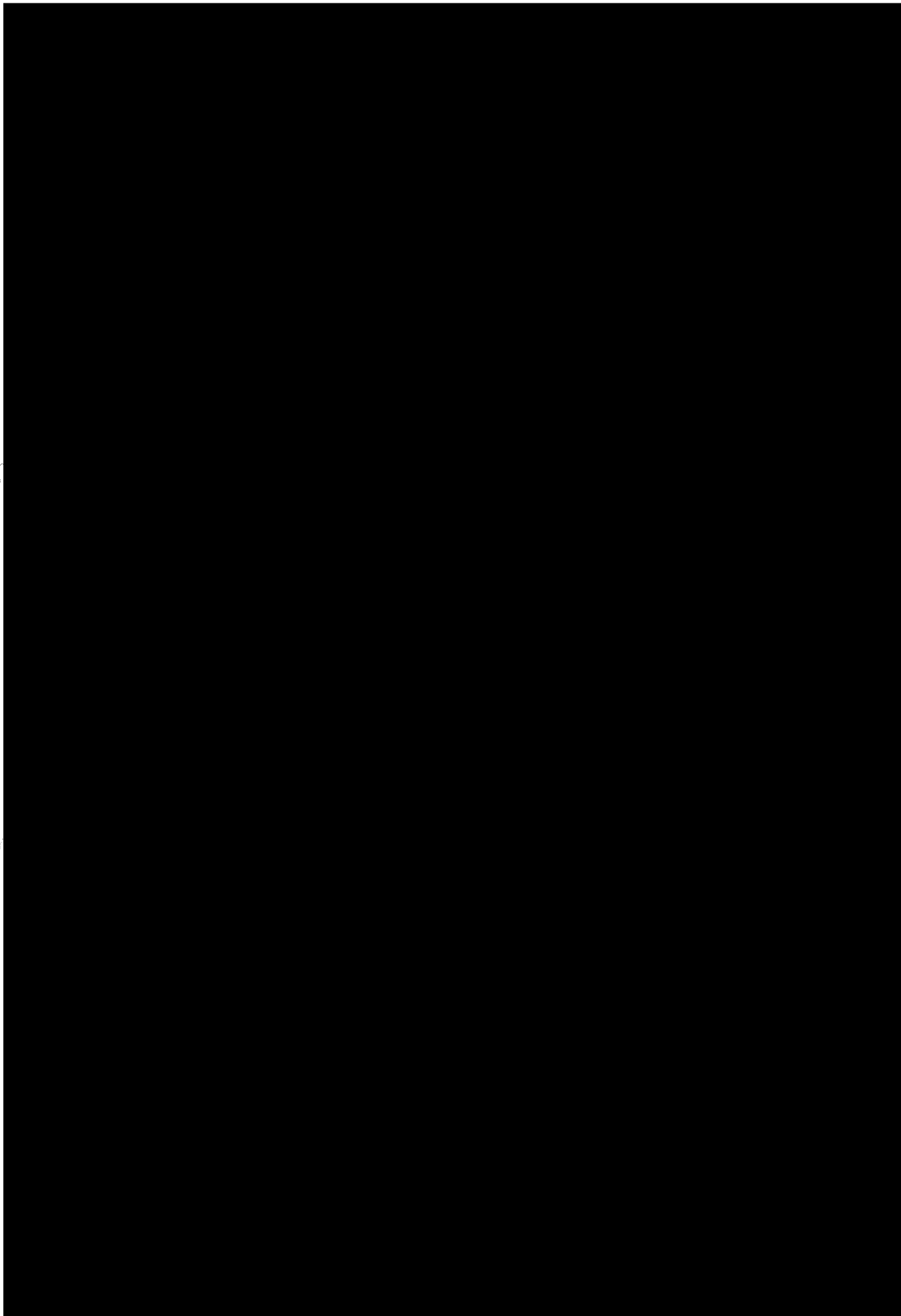




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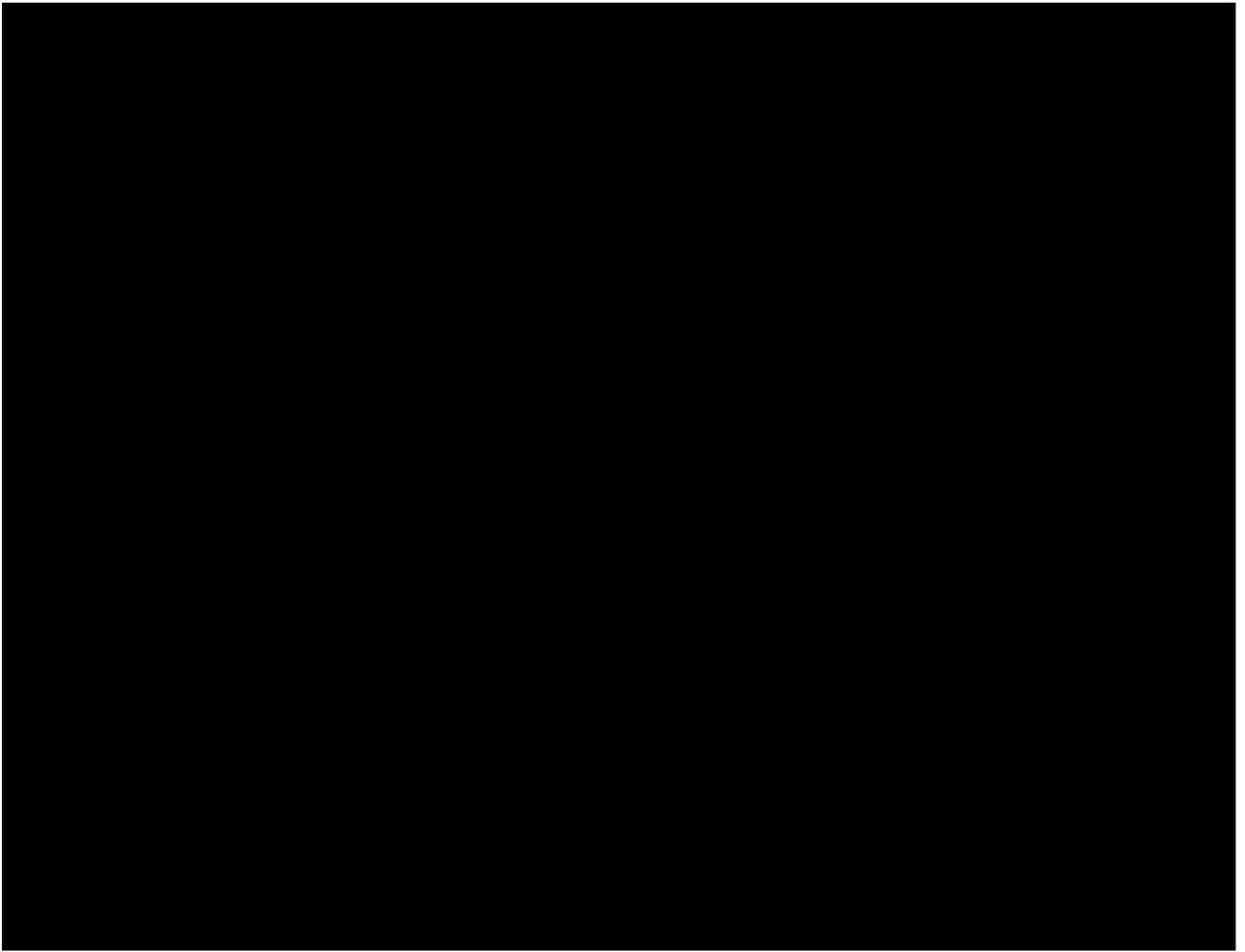


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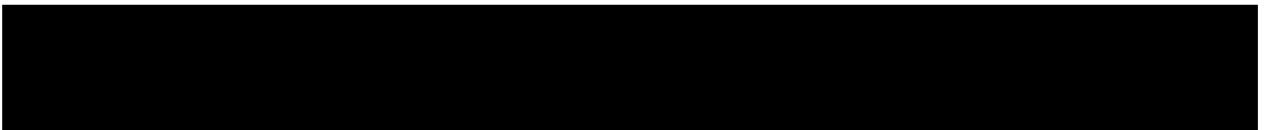
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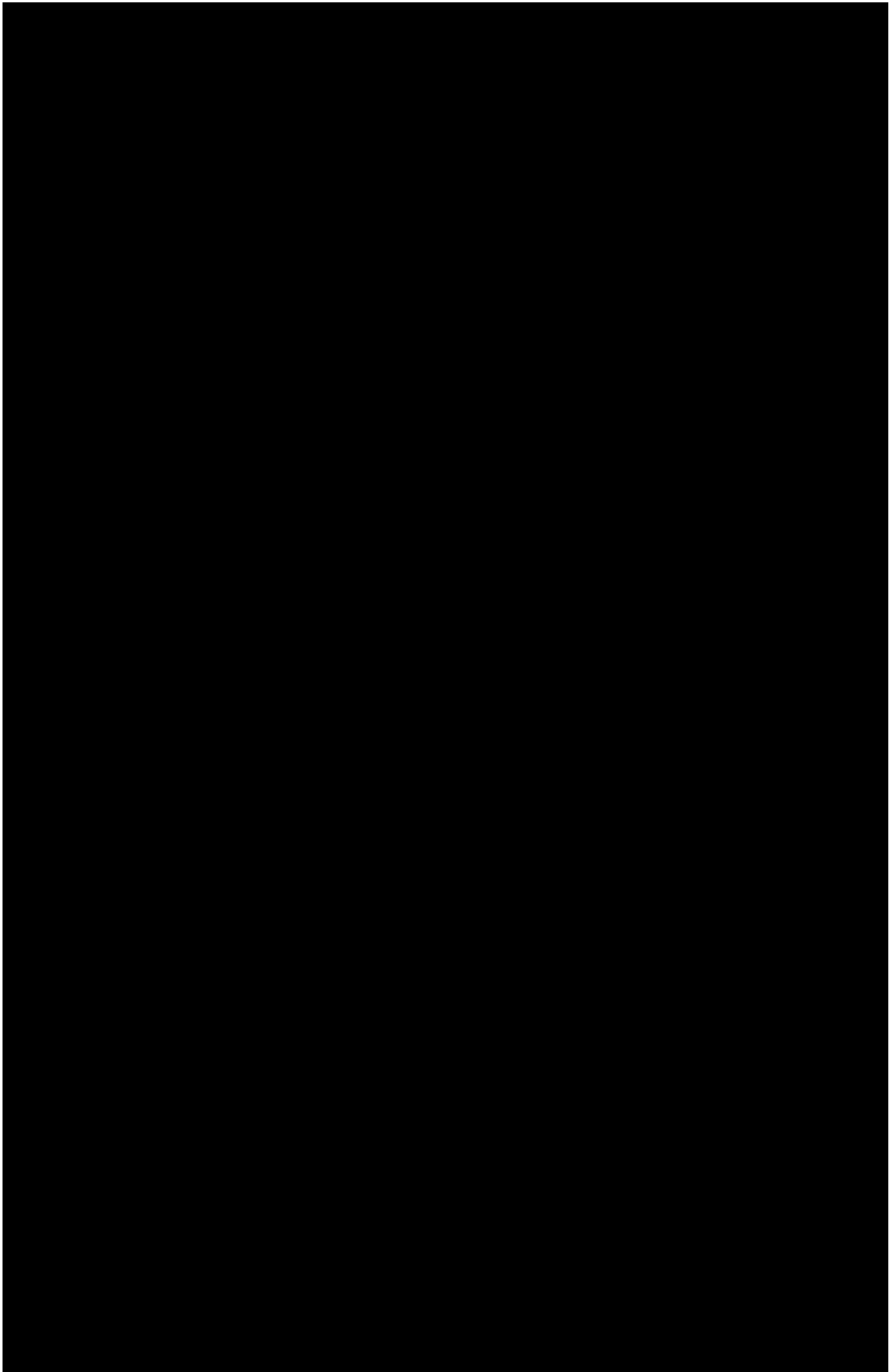
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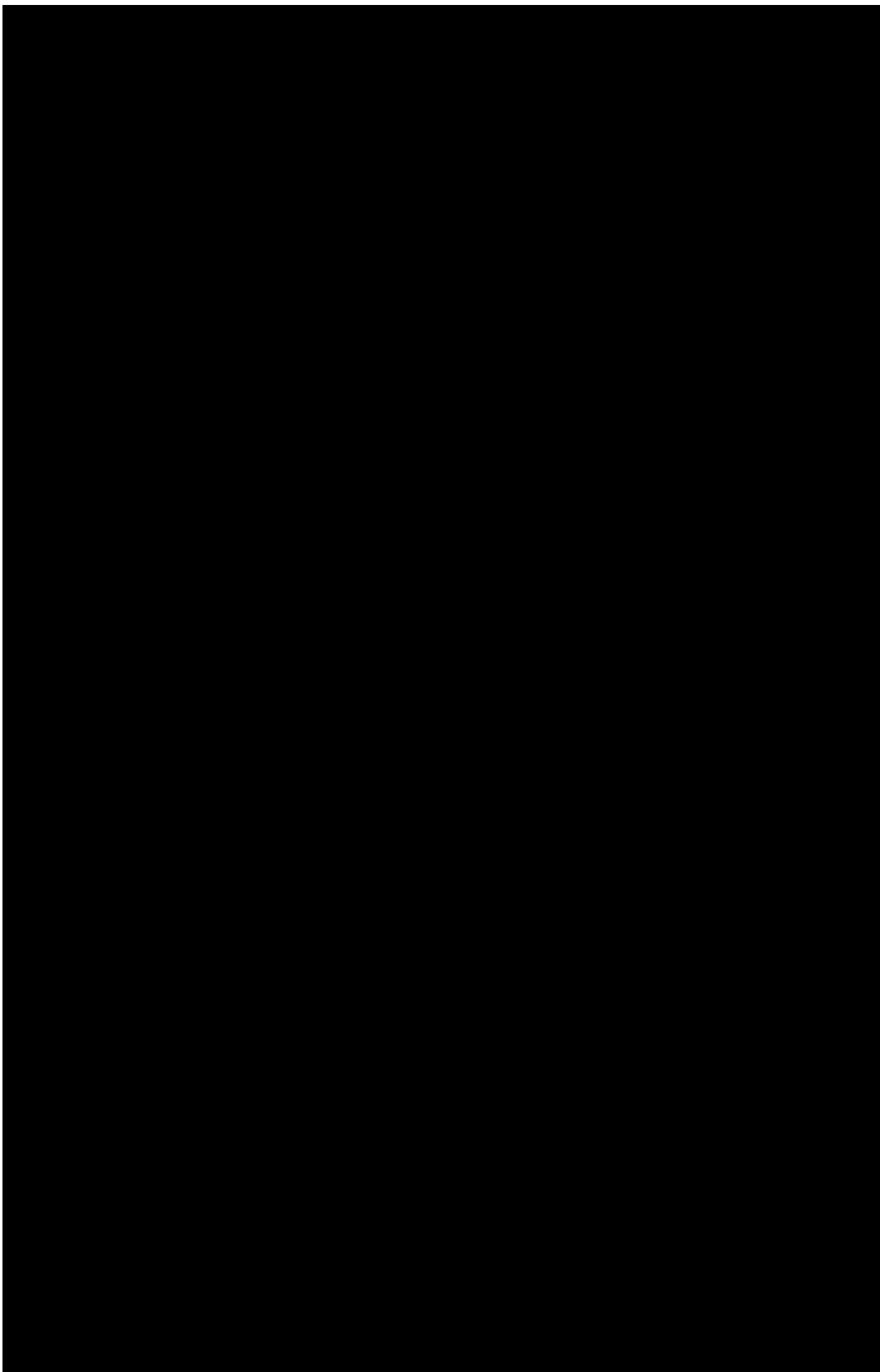
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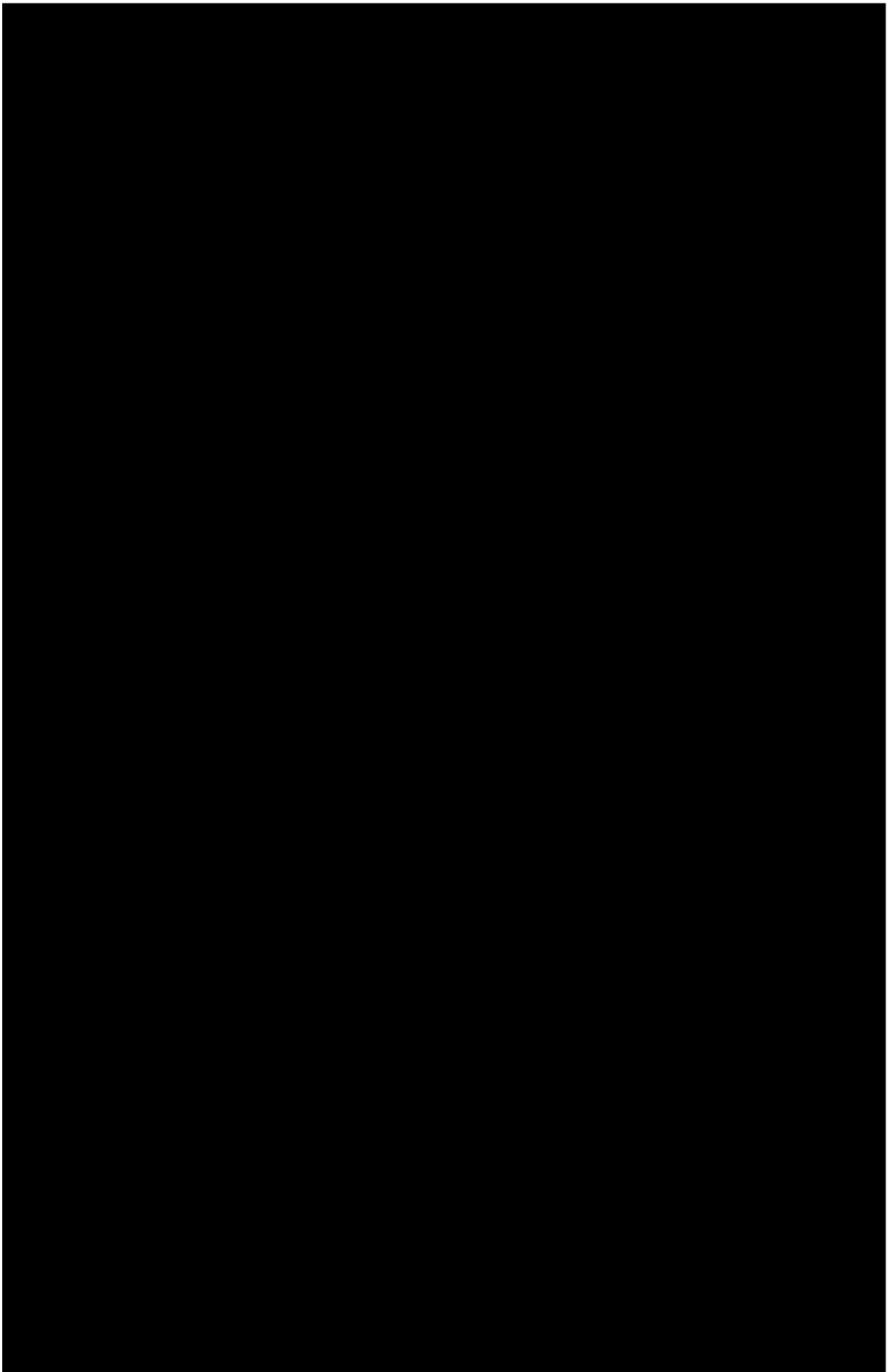


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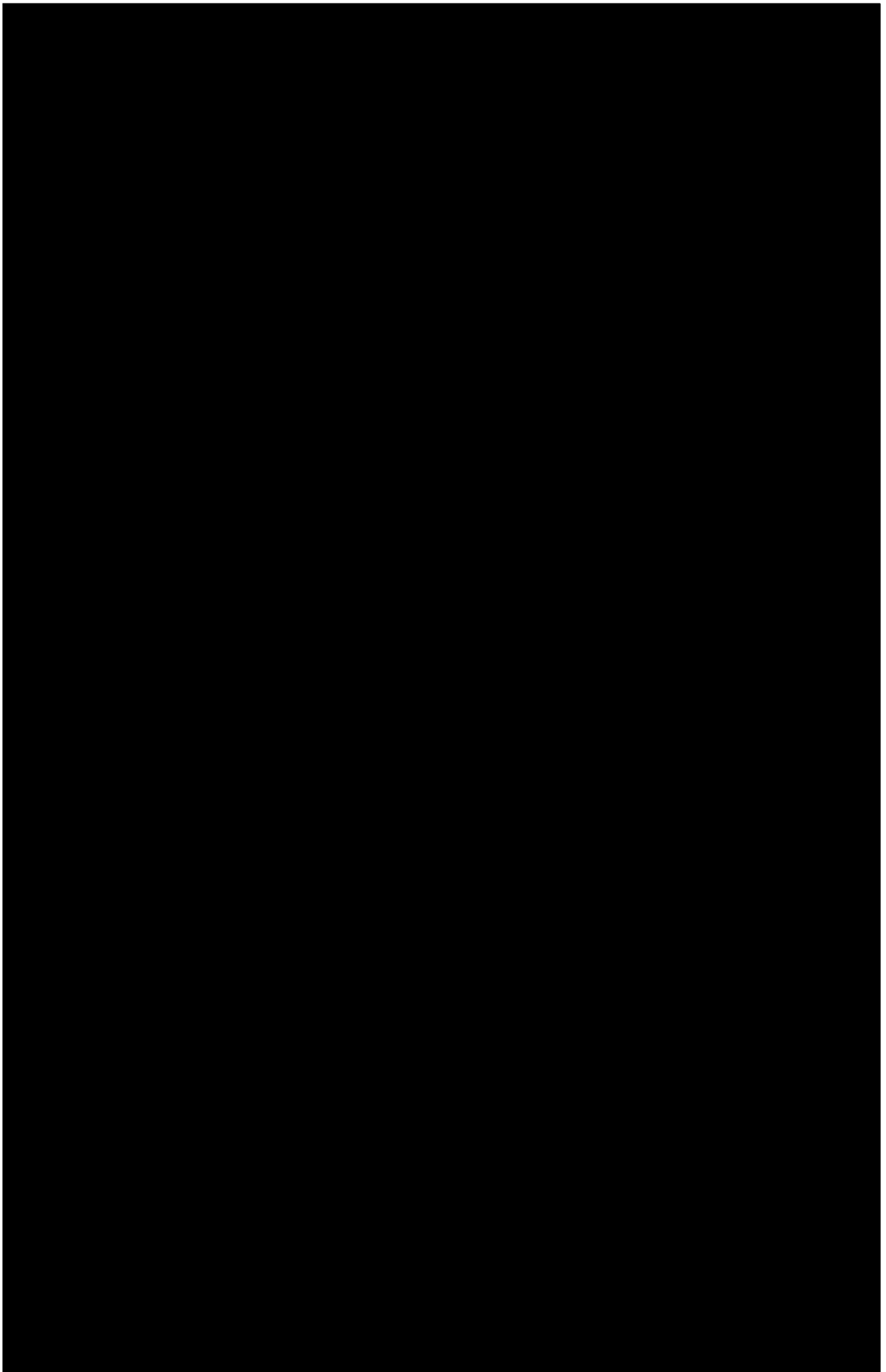


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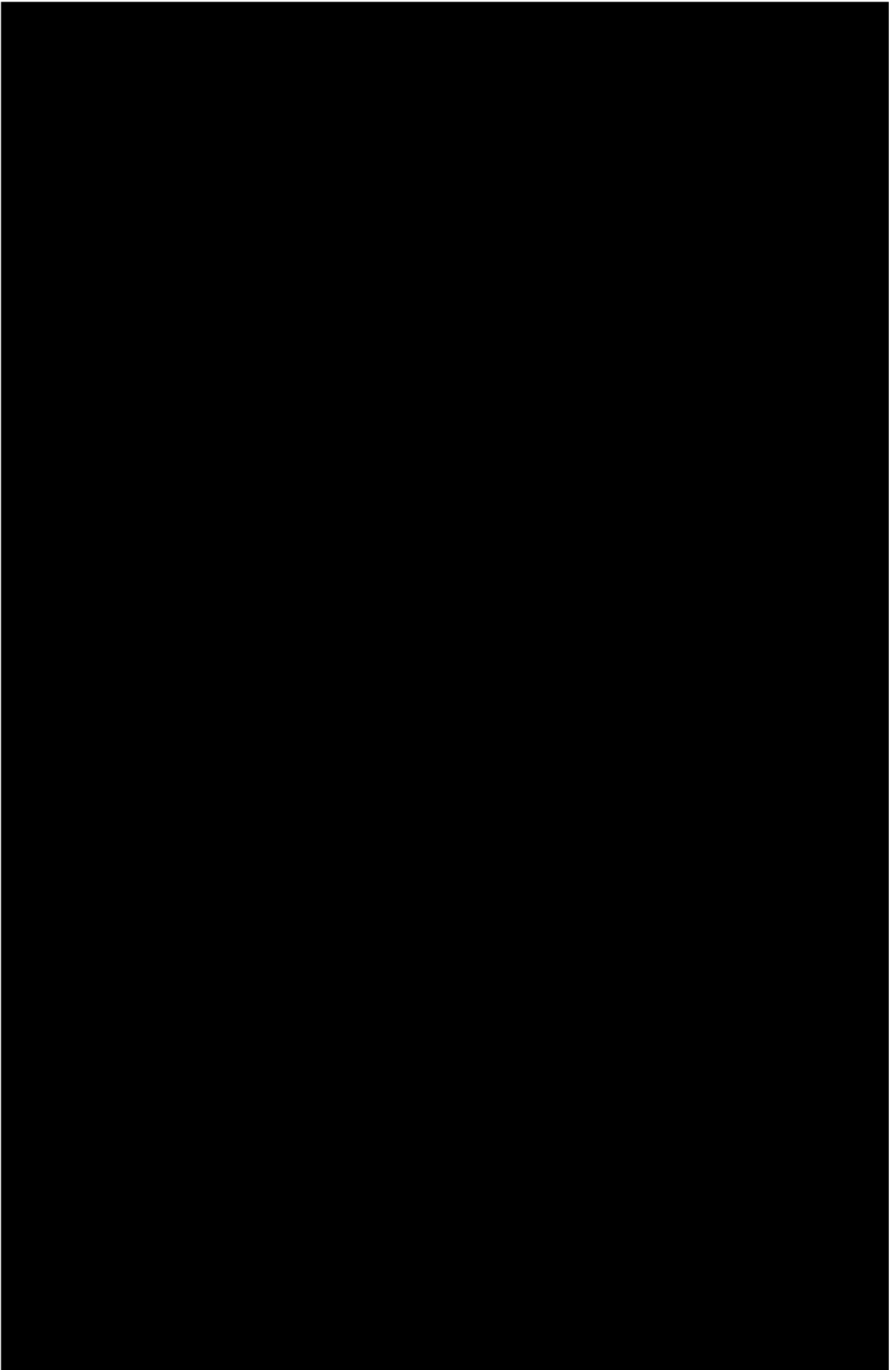


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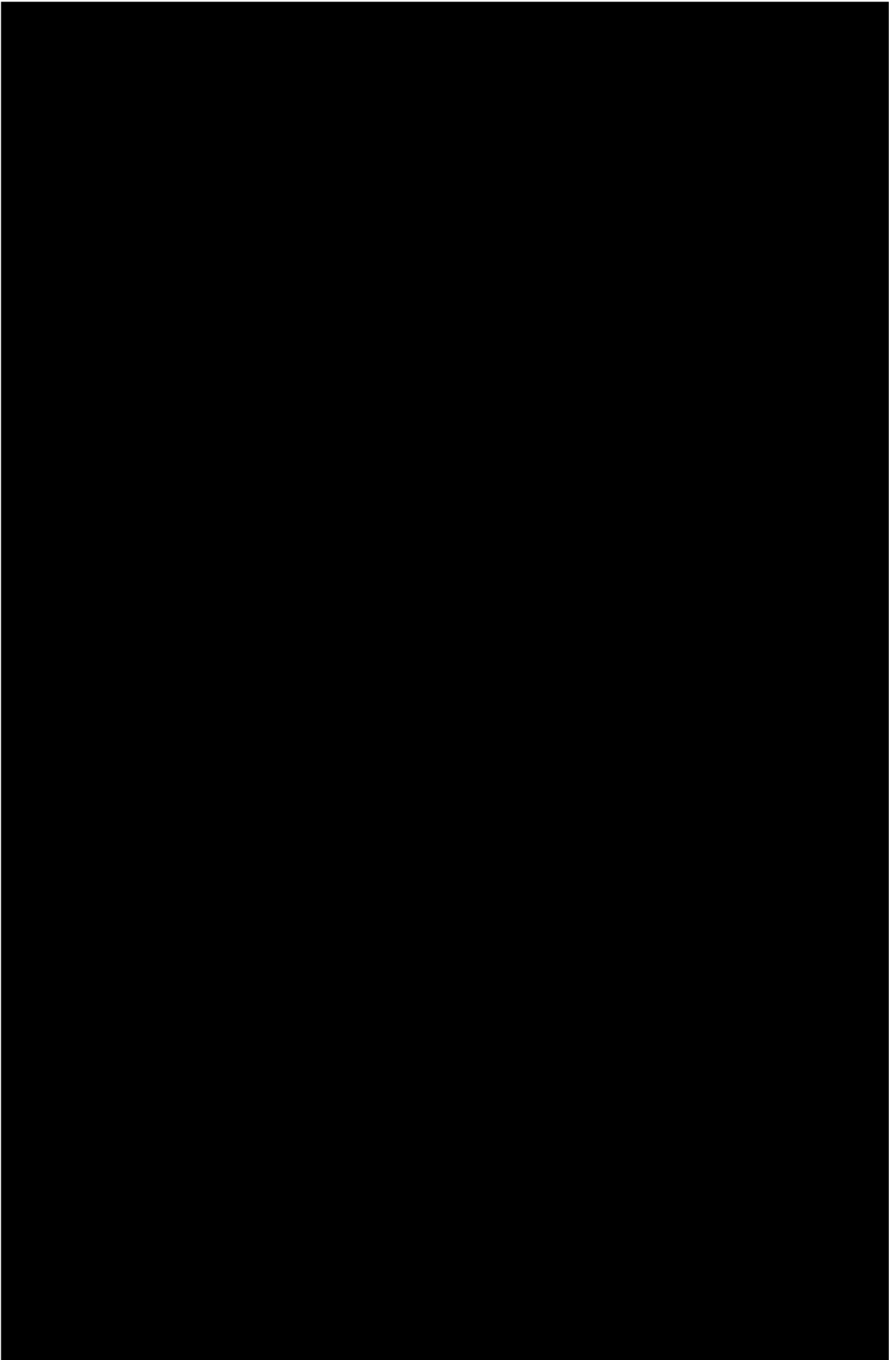


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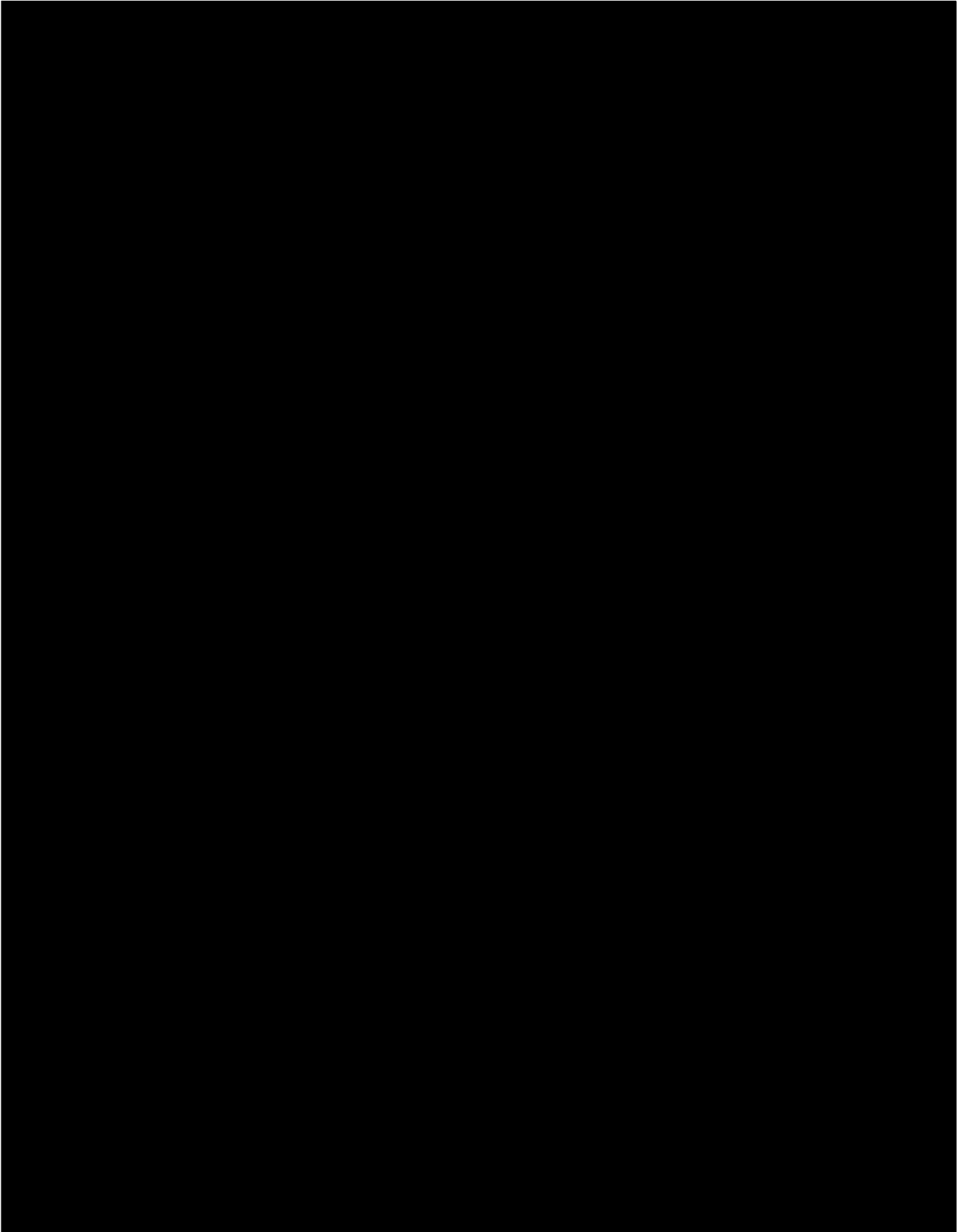
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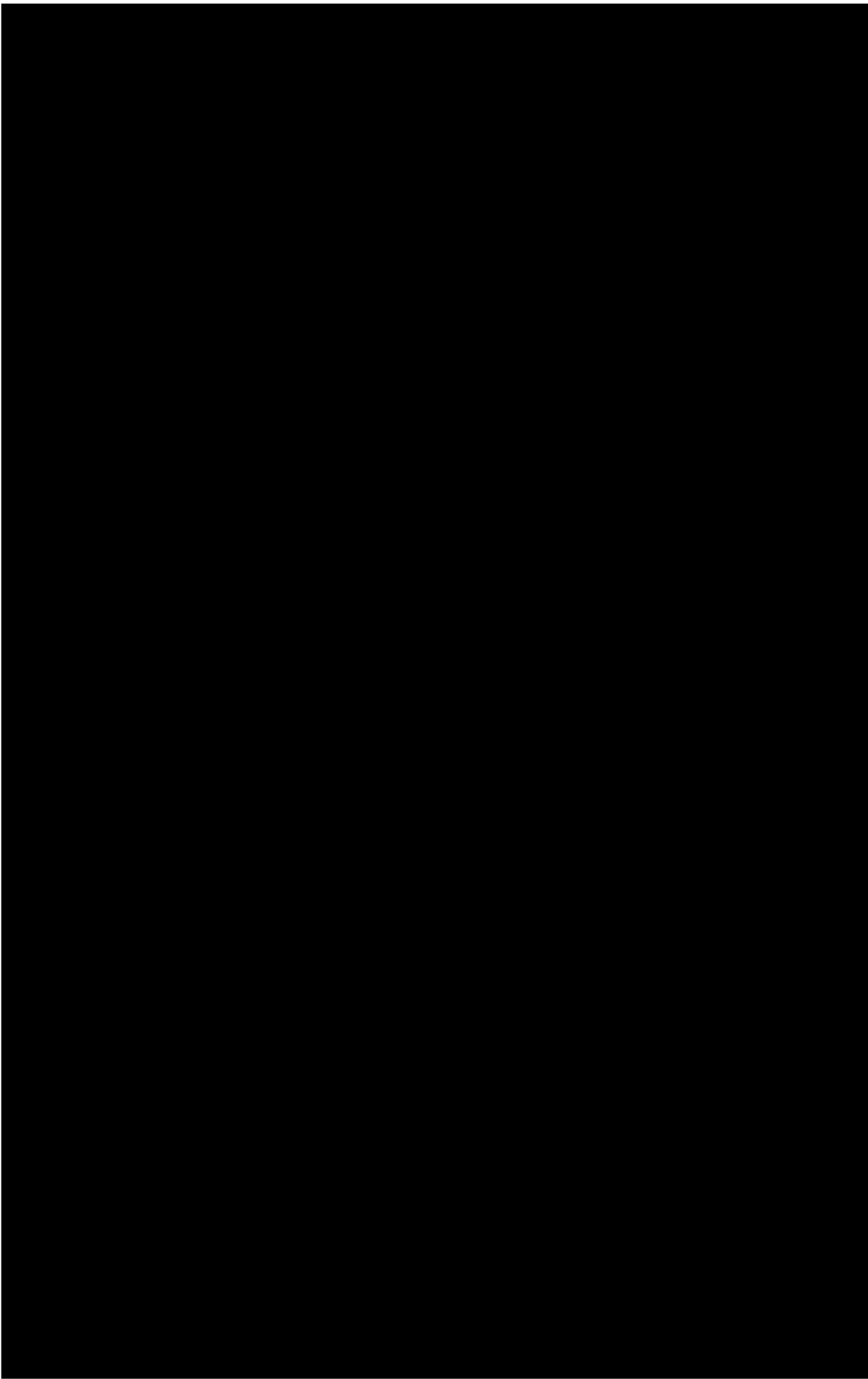
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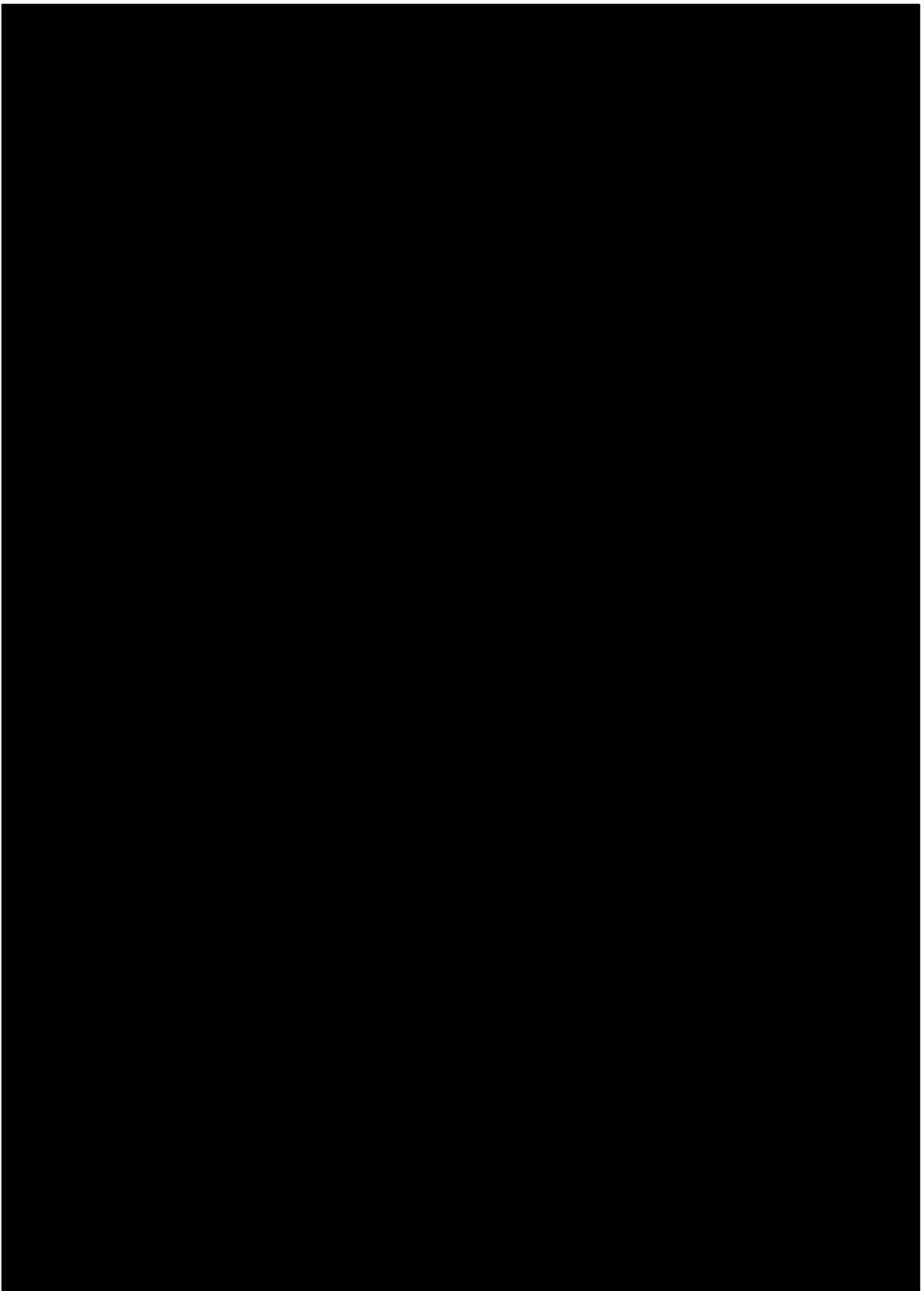
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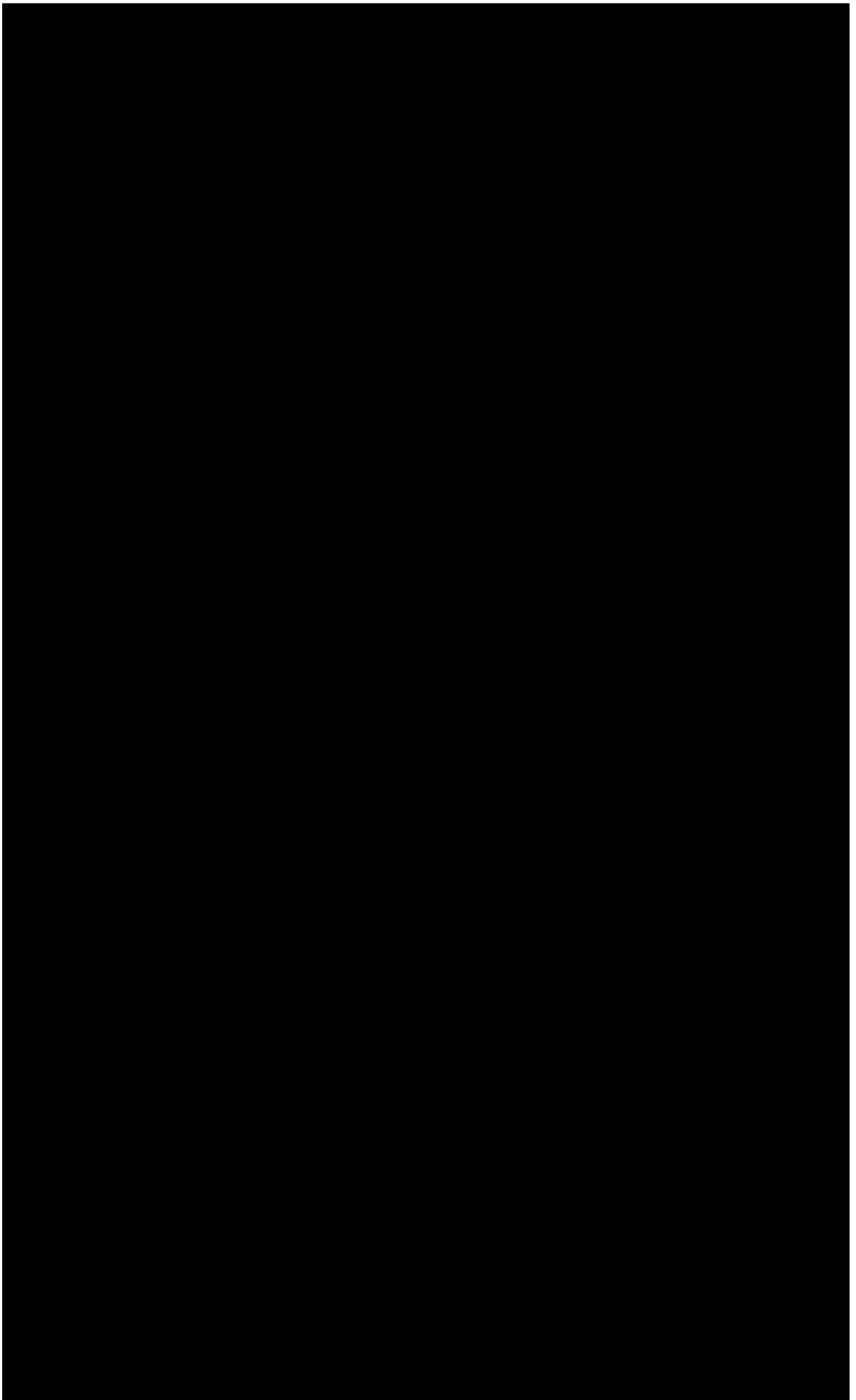
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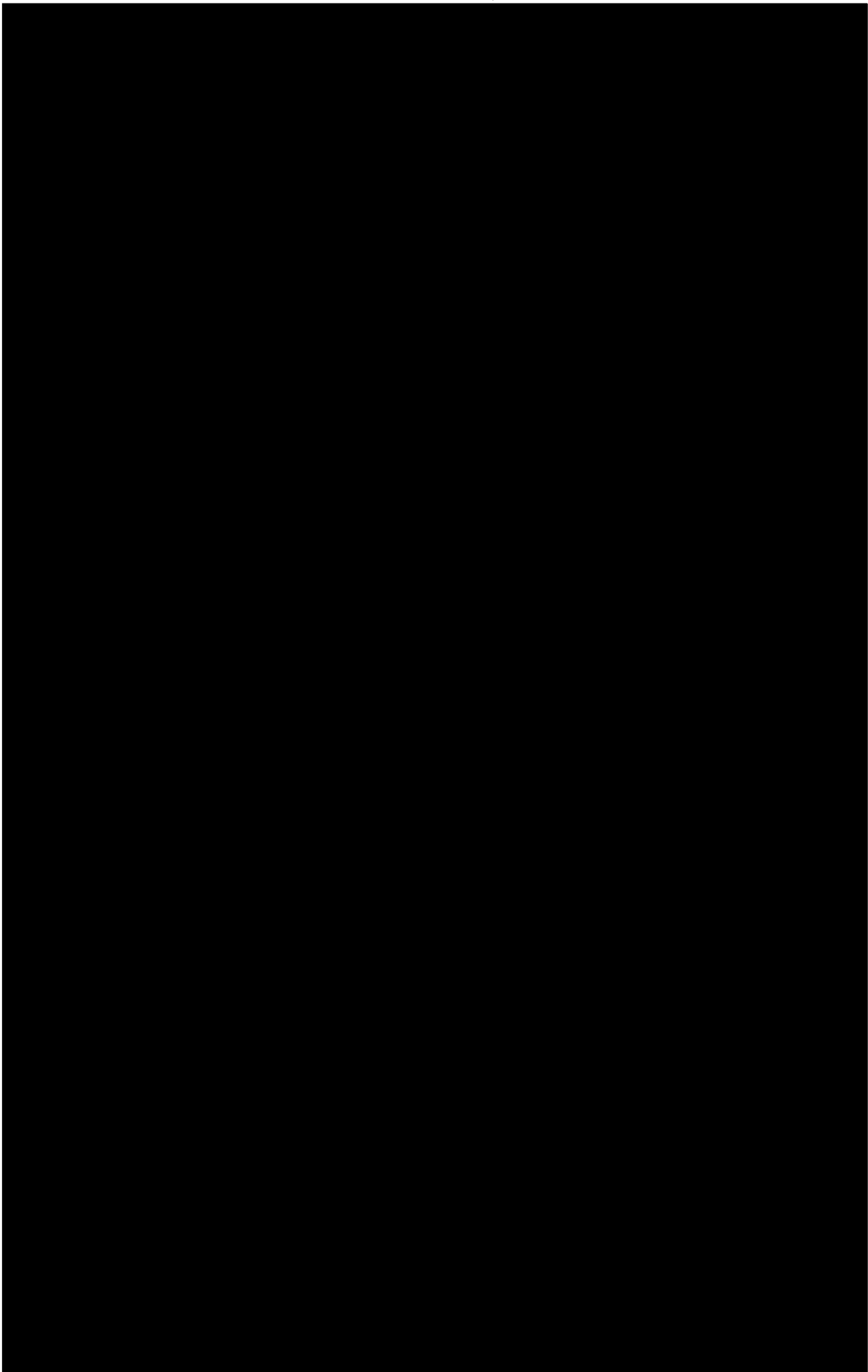




REEL: 052592 FRAME: 0566







PATENT

REEL: 052592 FRAME: 0569

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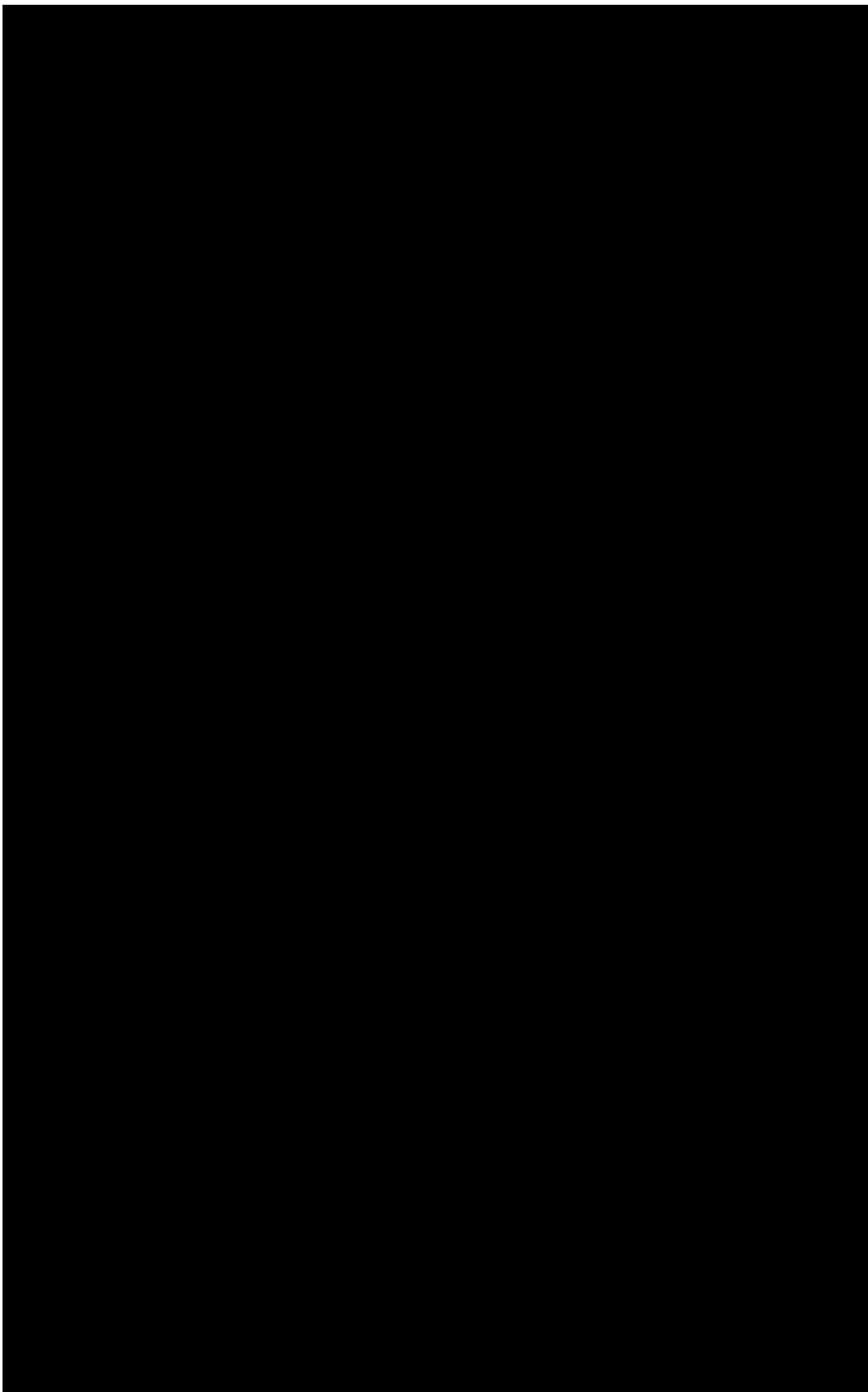
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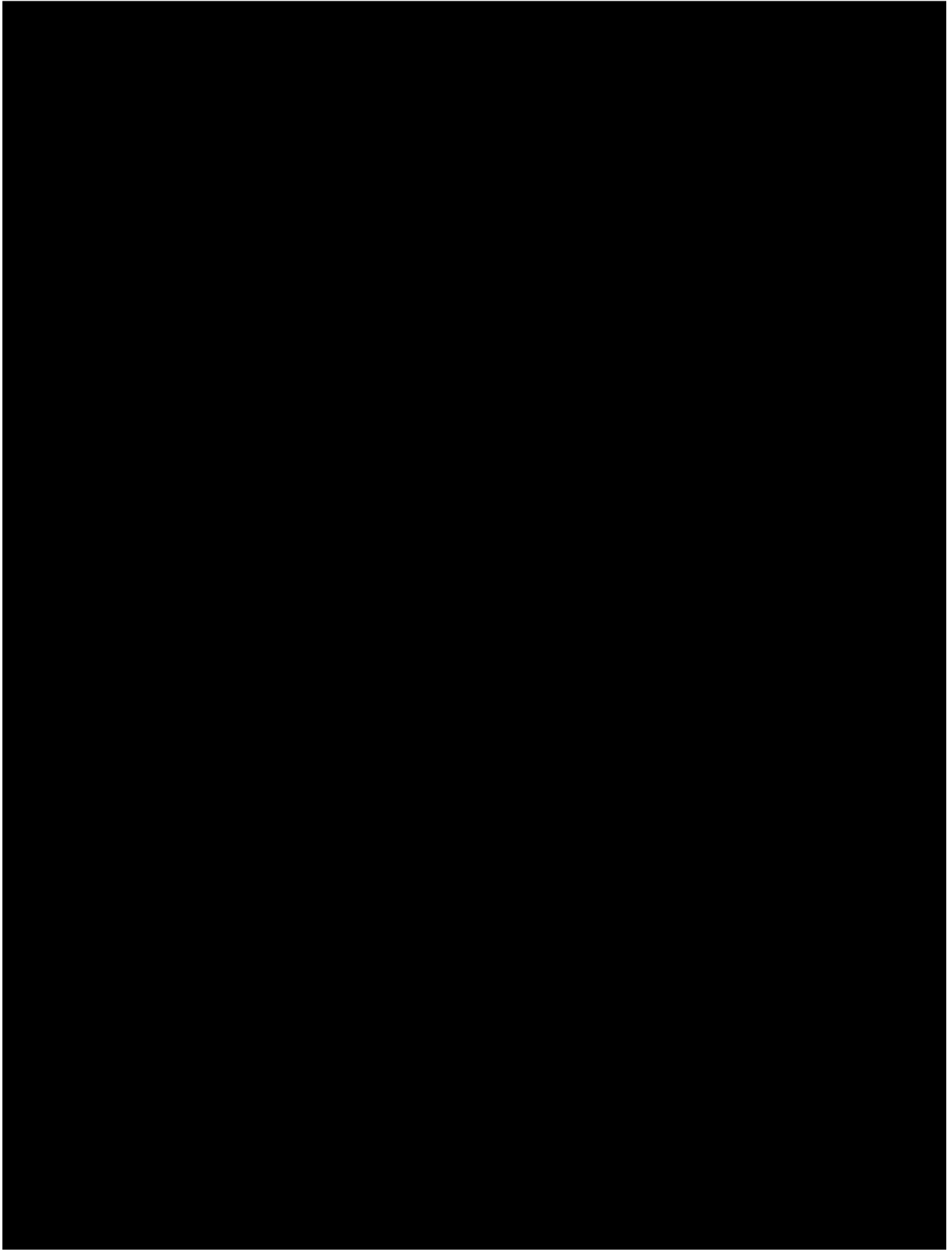
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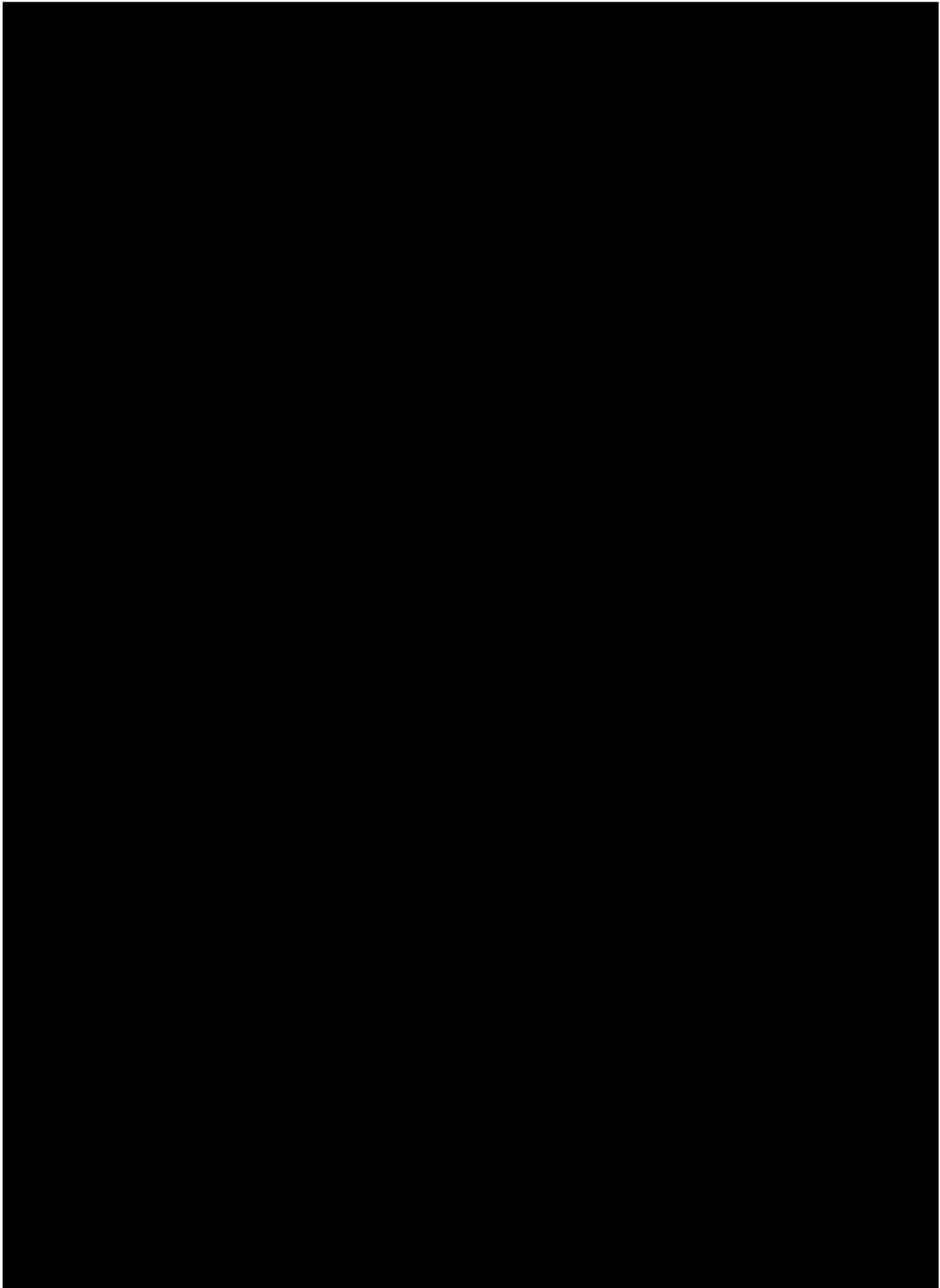
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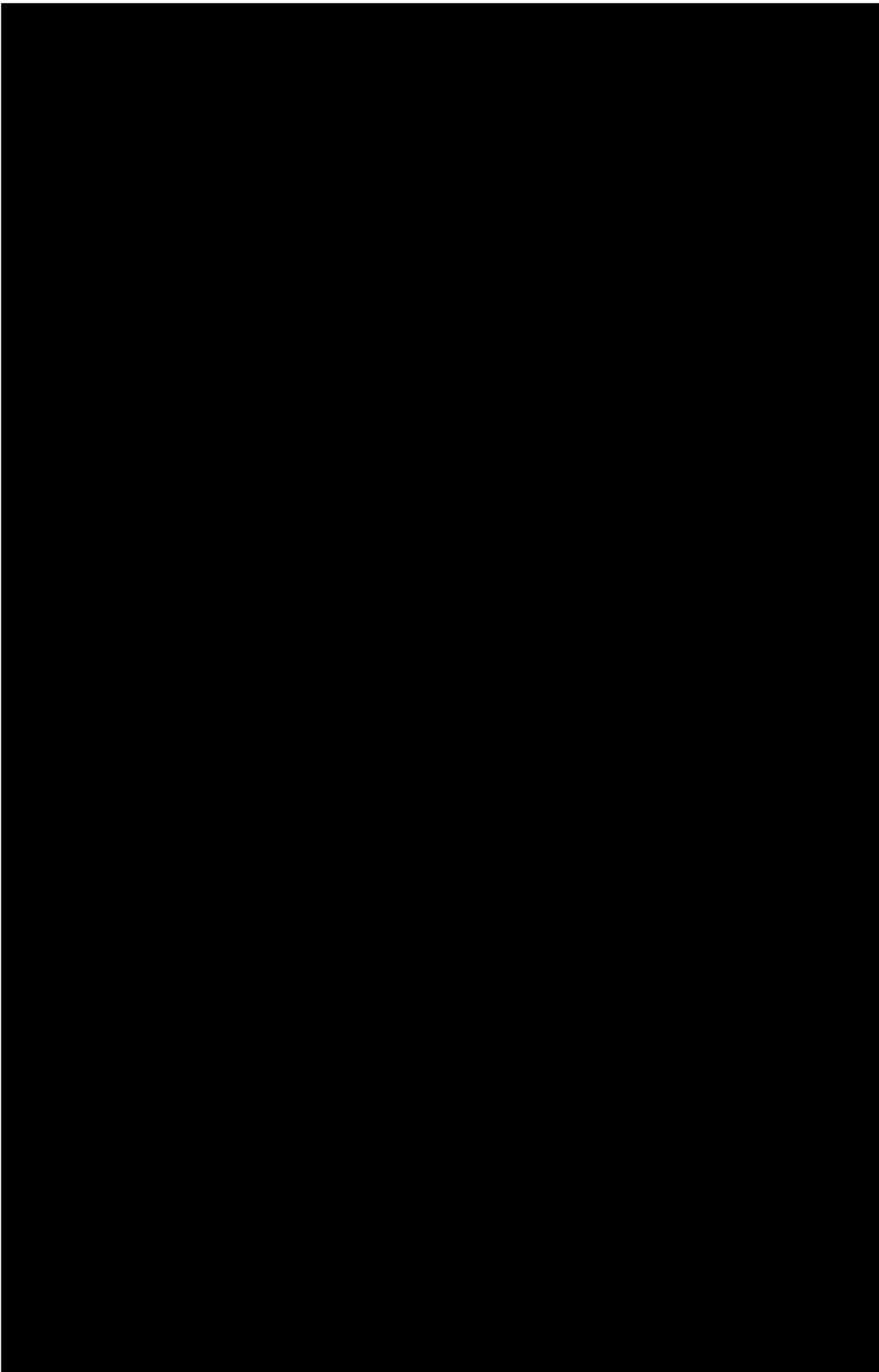
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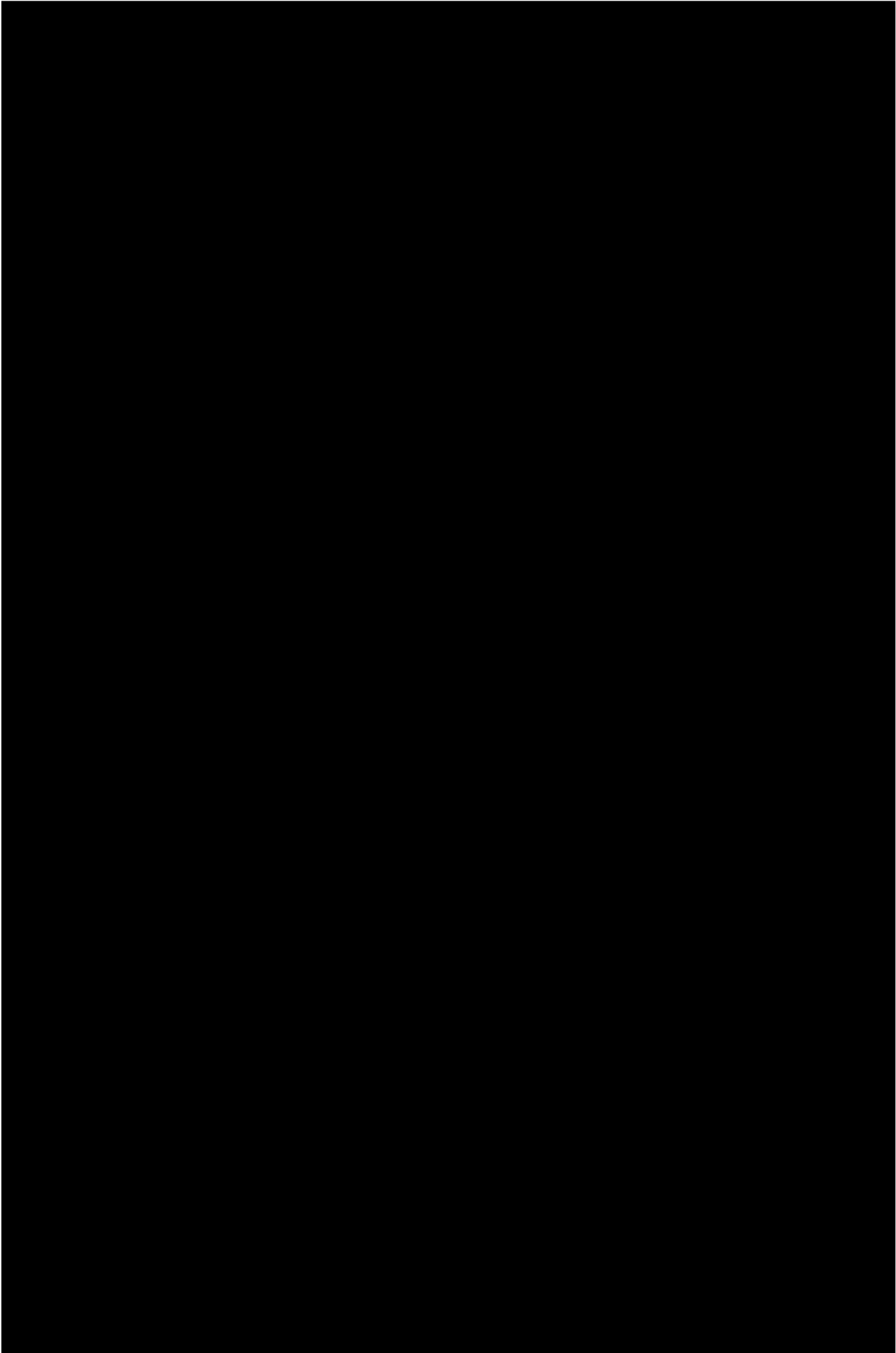


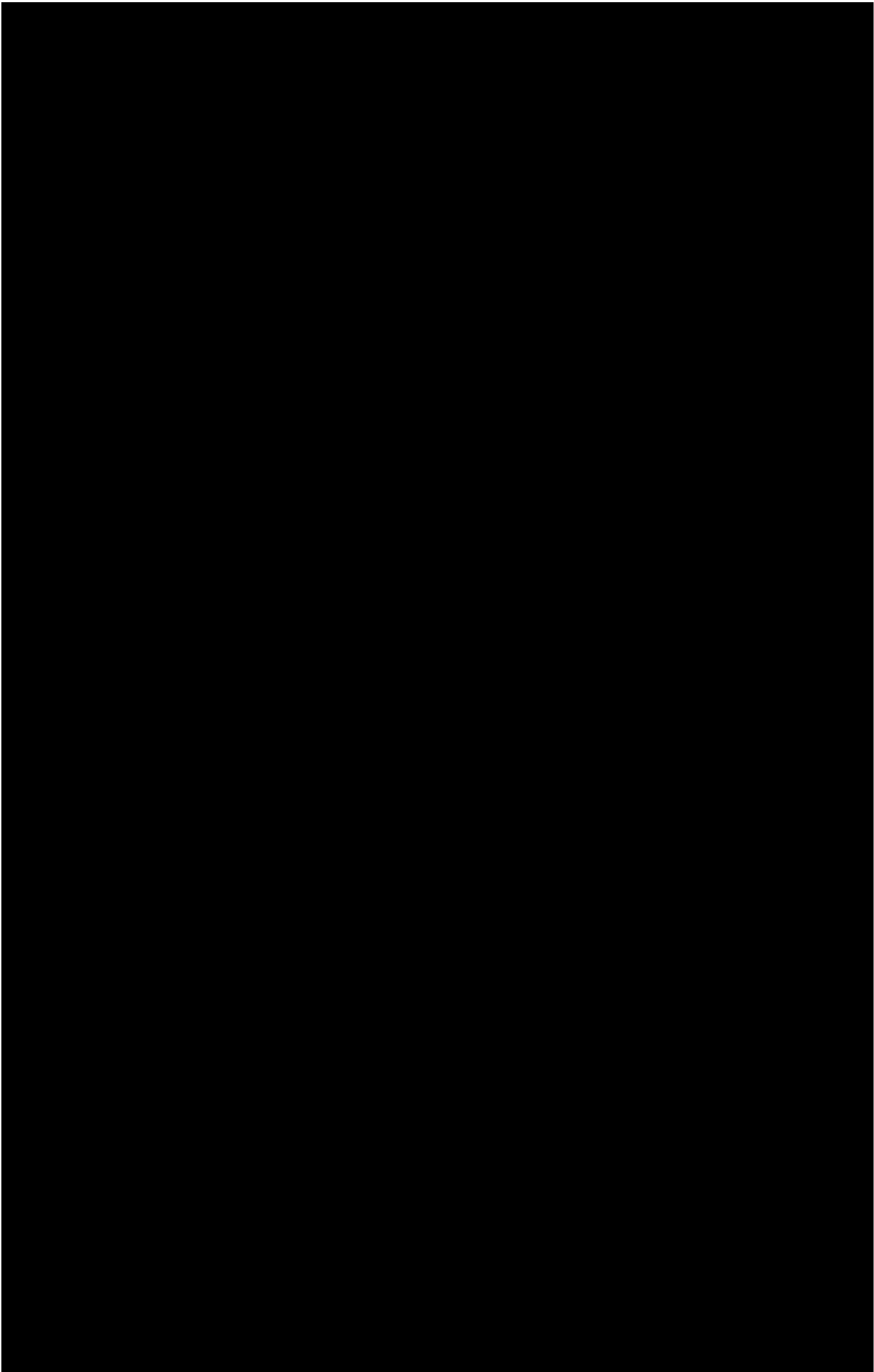






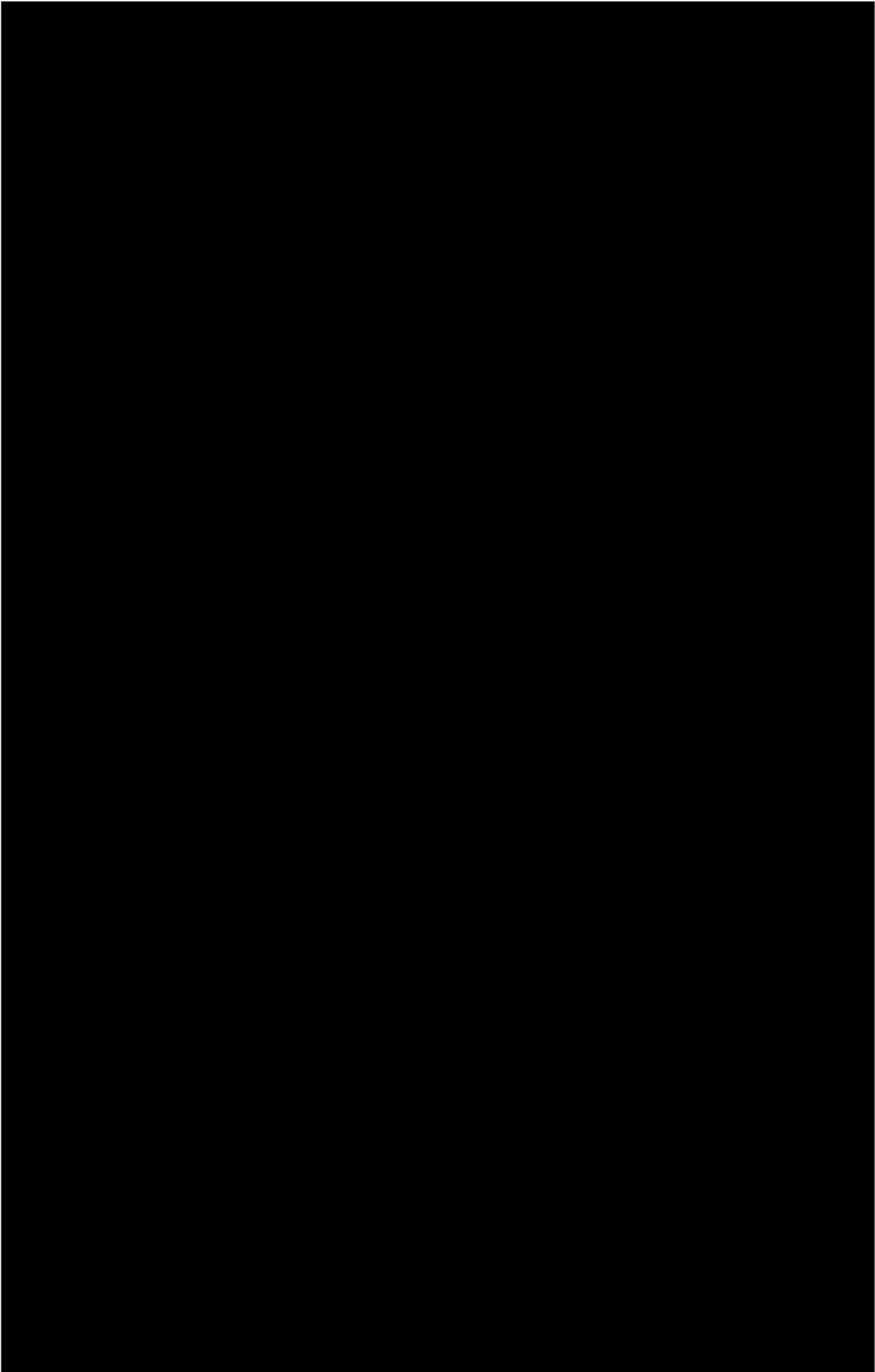
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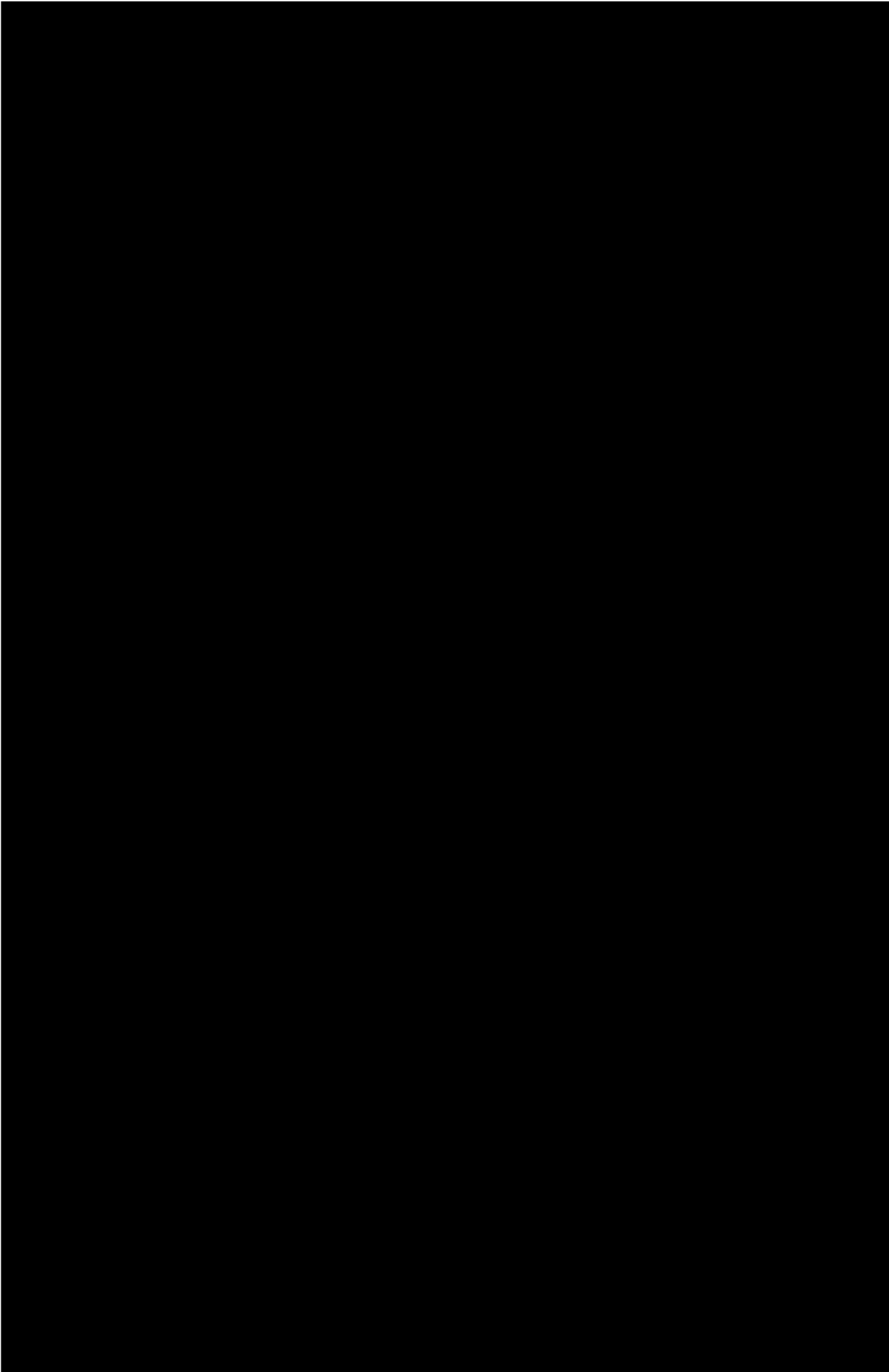
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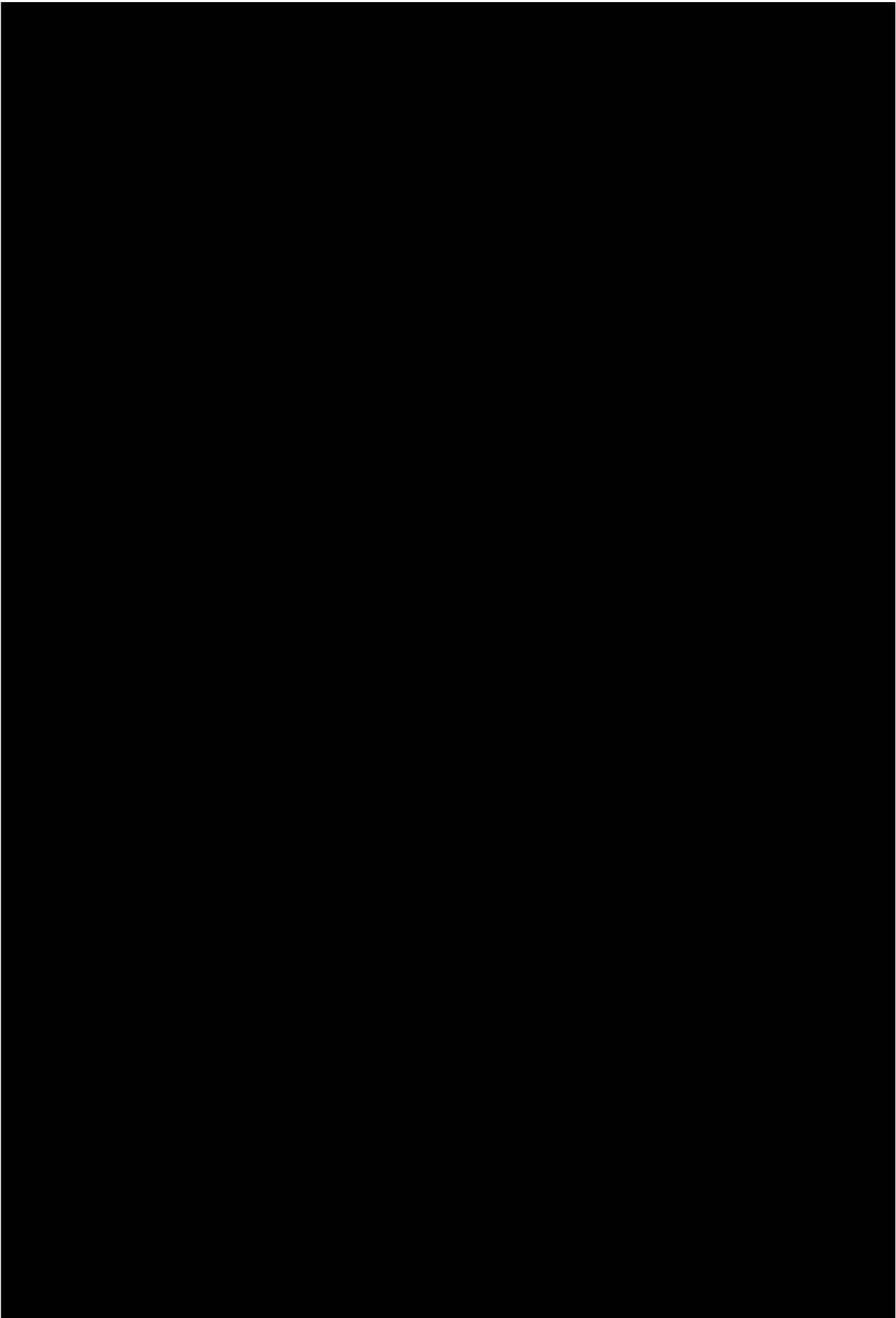
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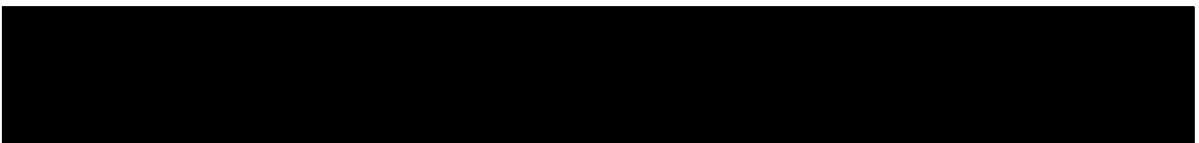
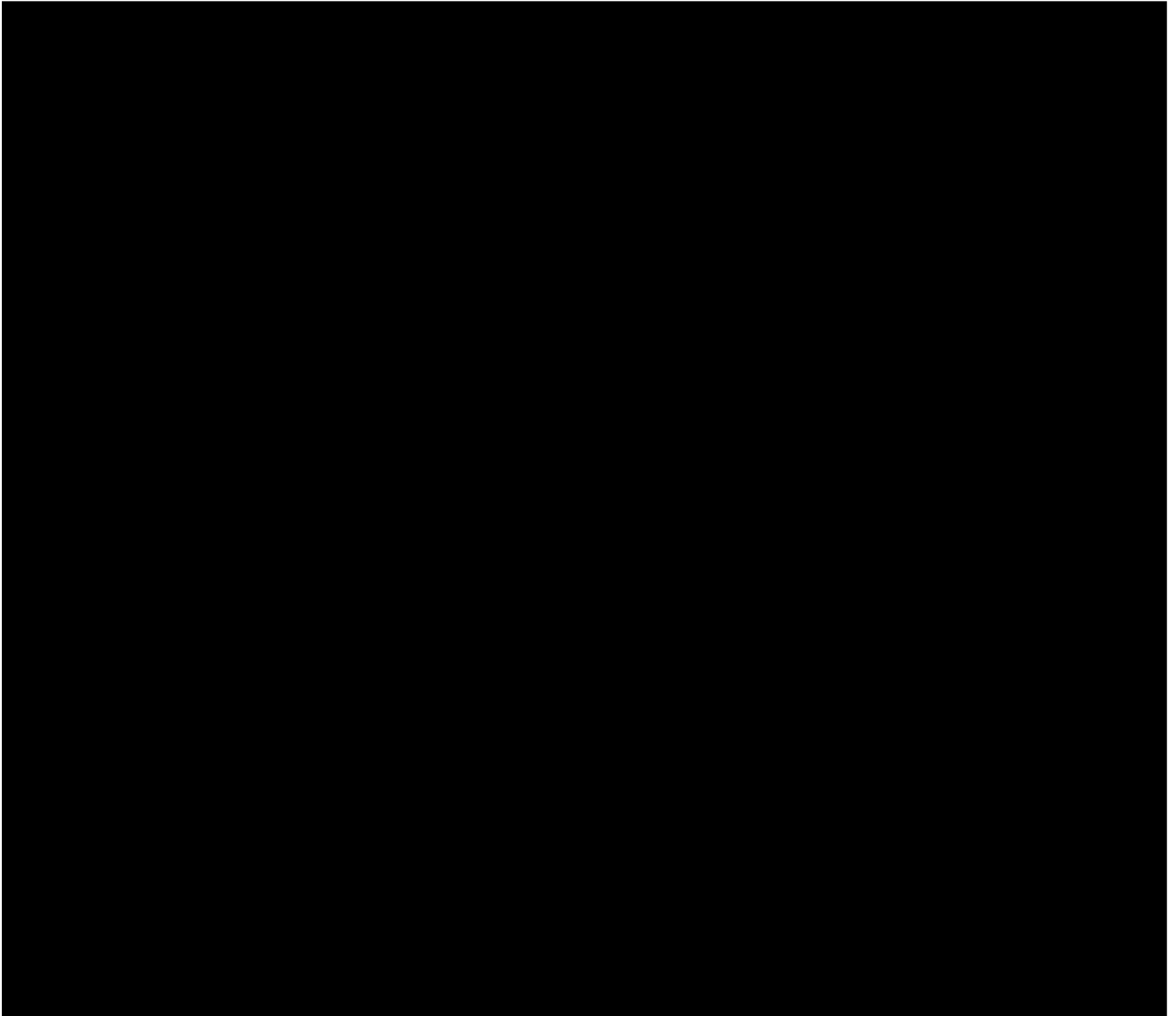


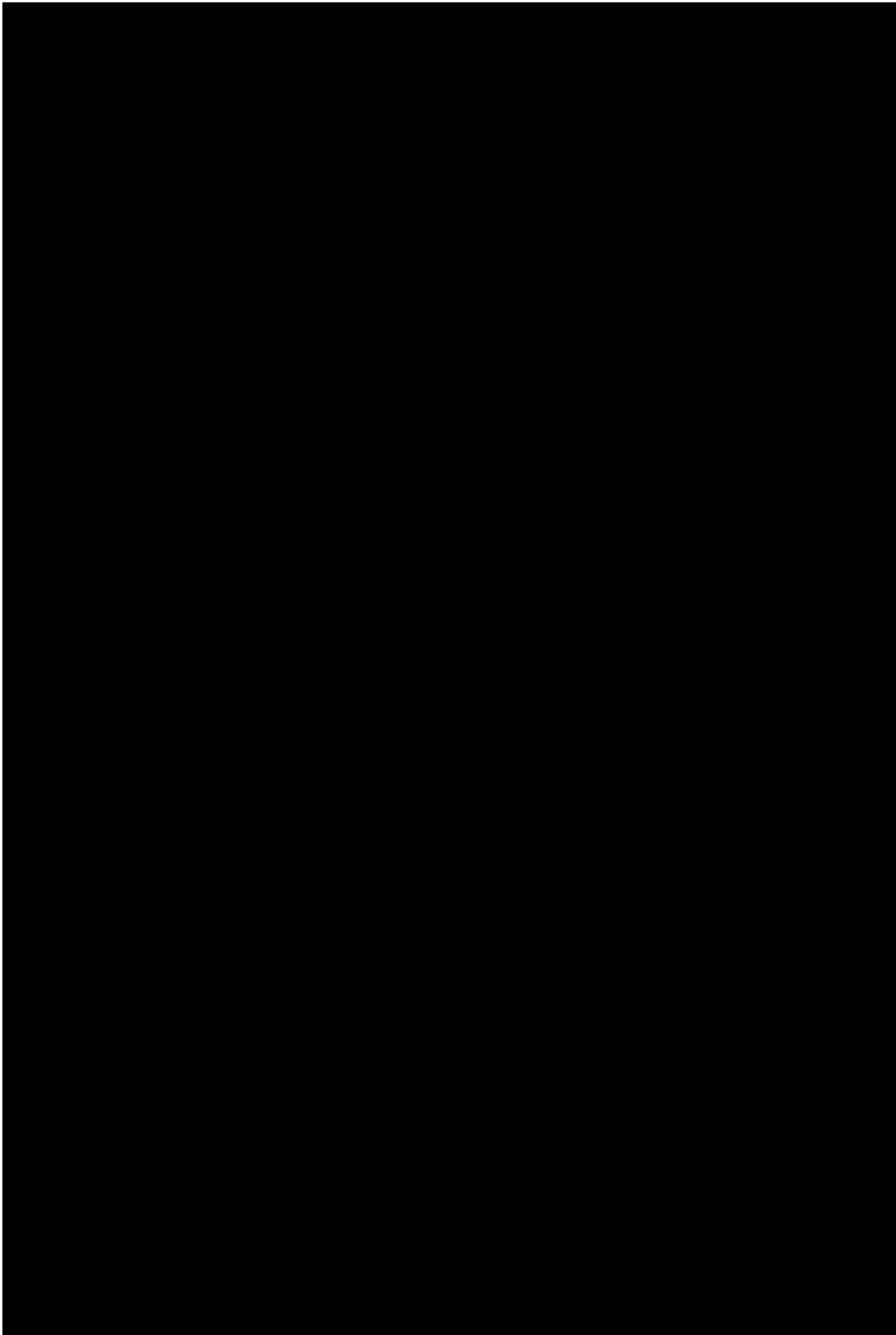
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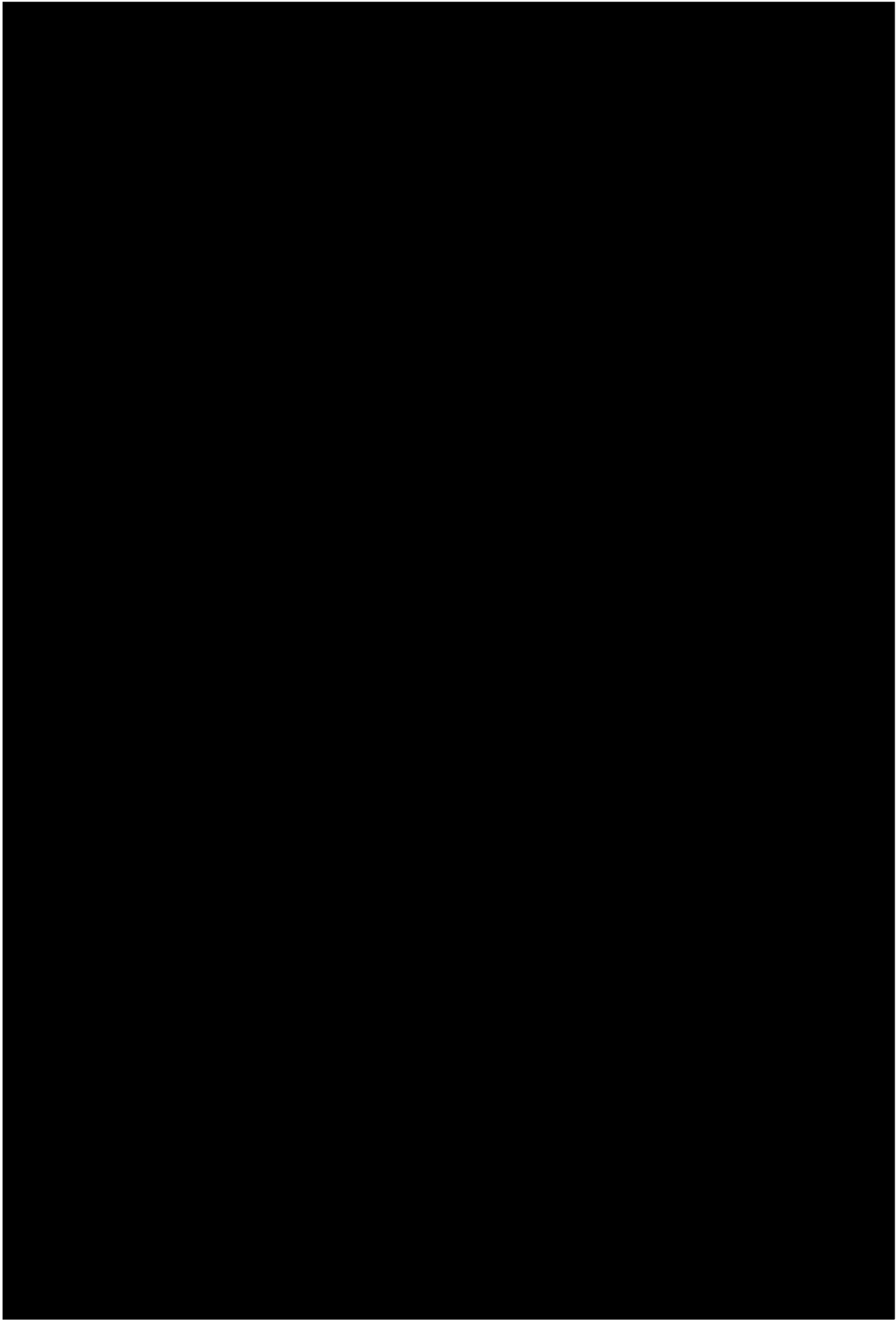






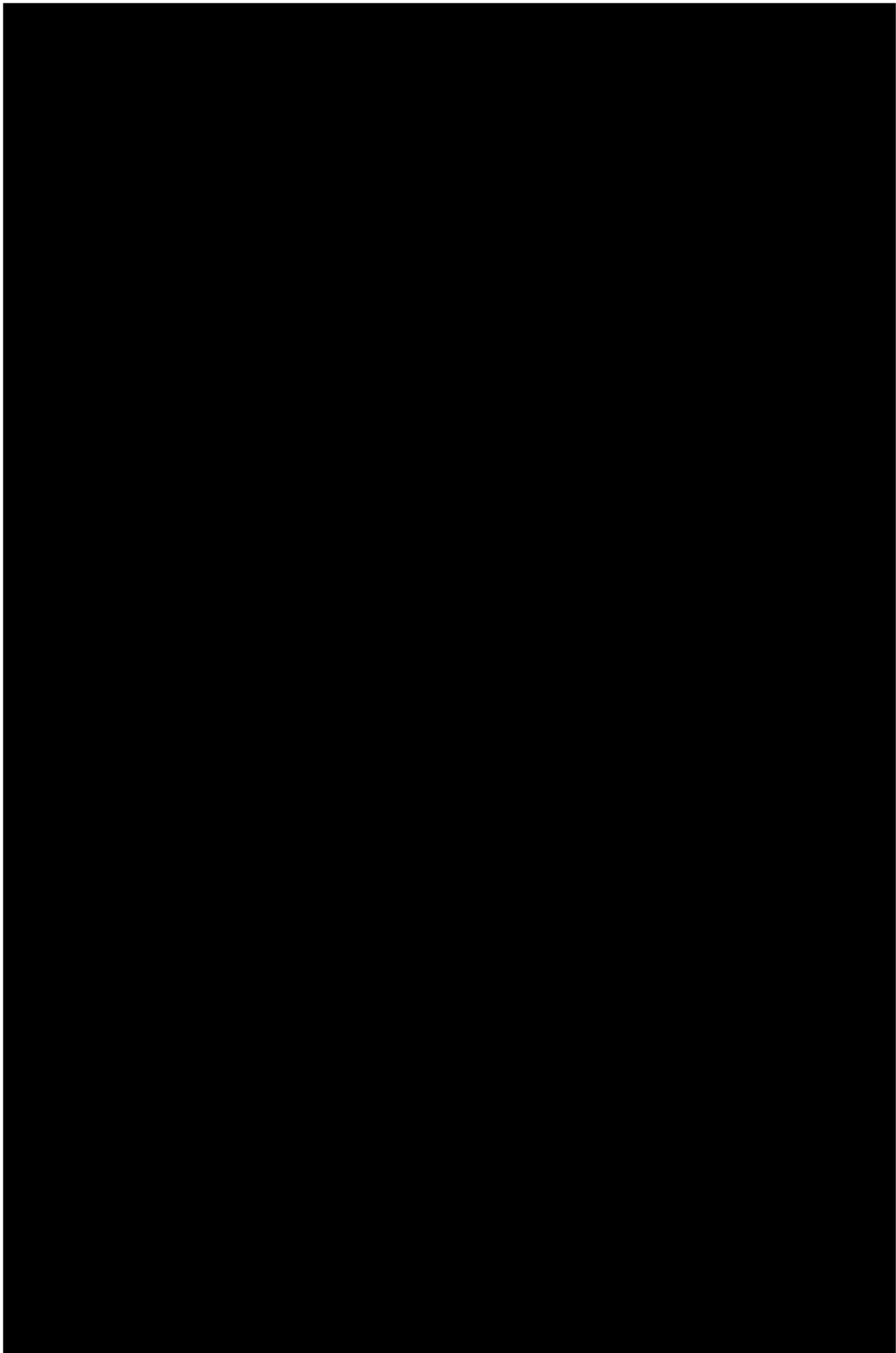
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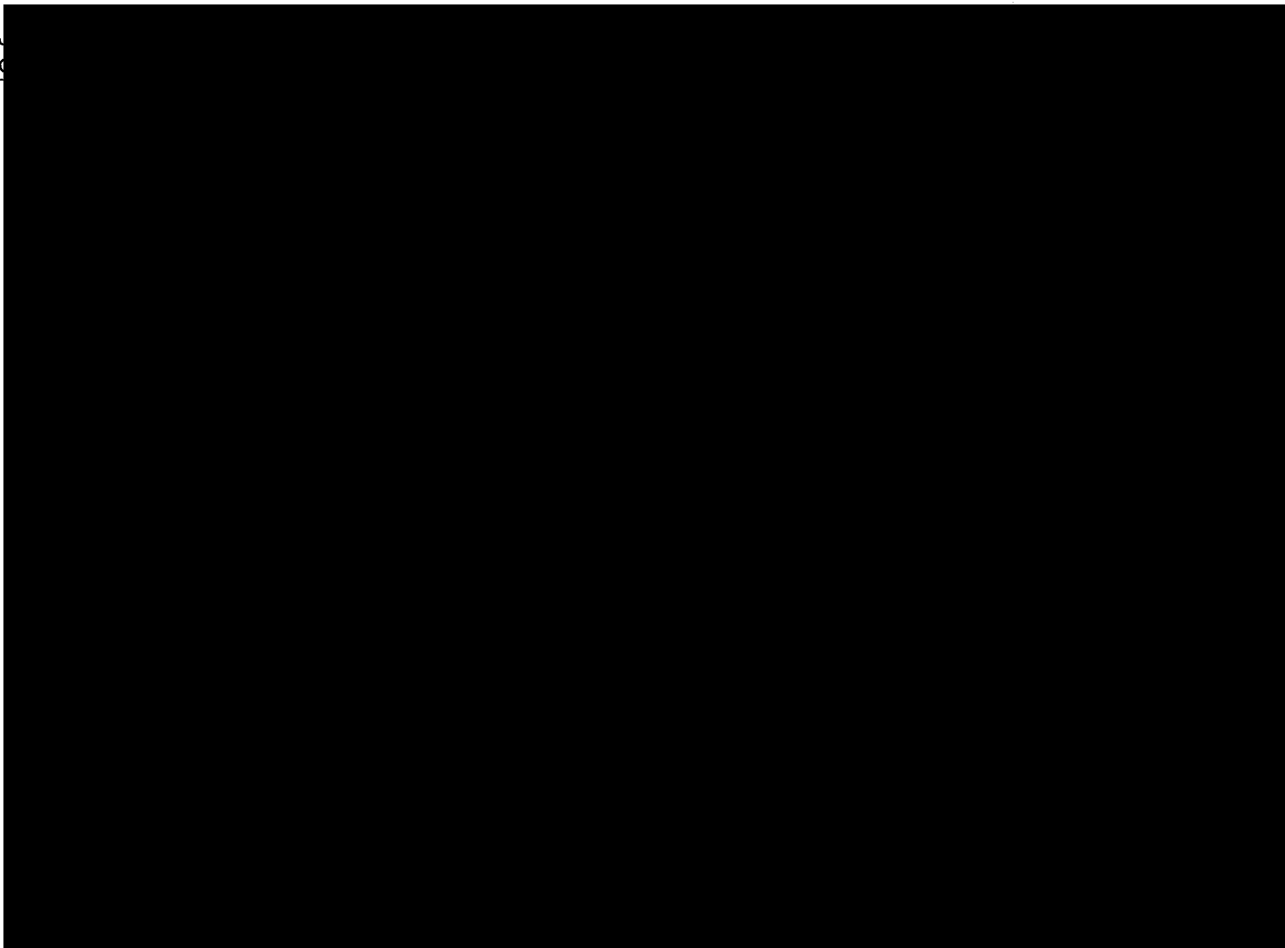


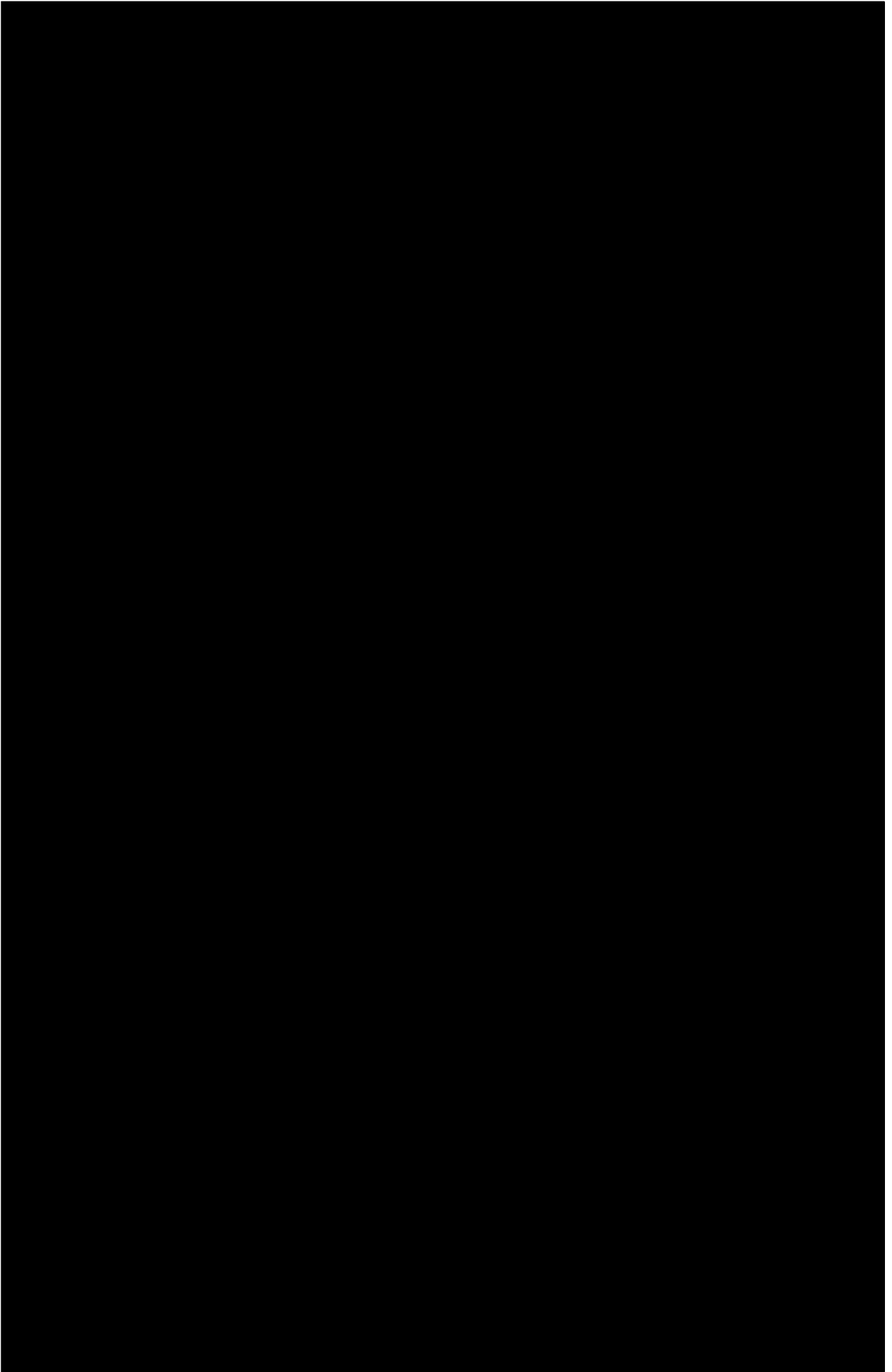
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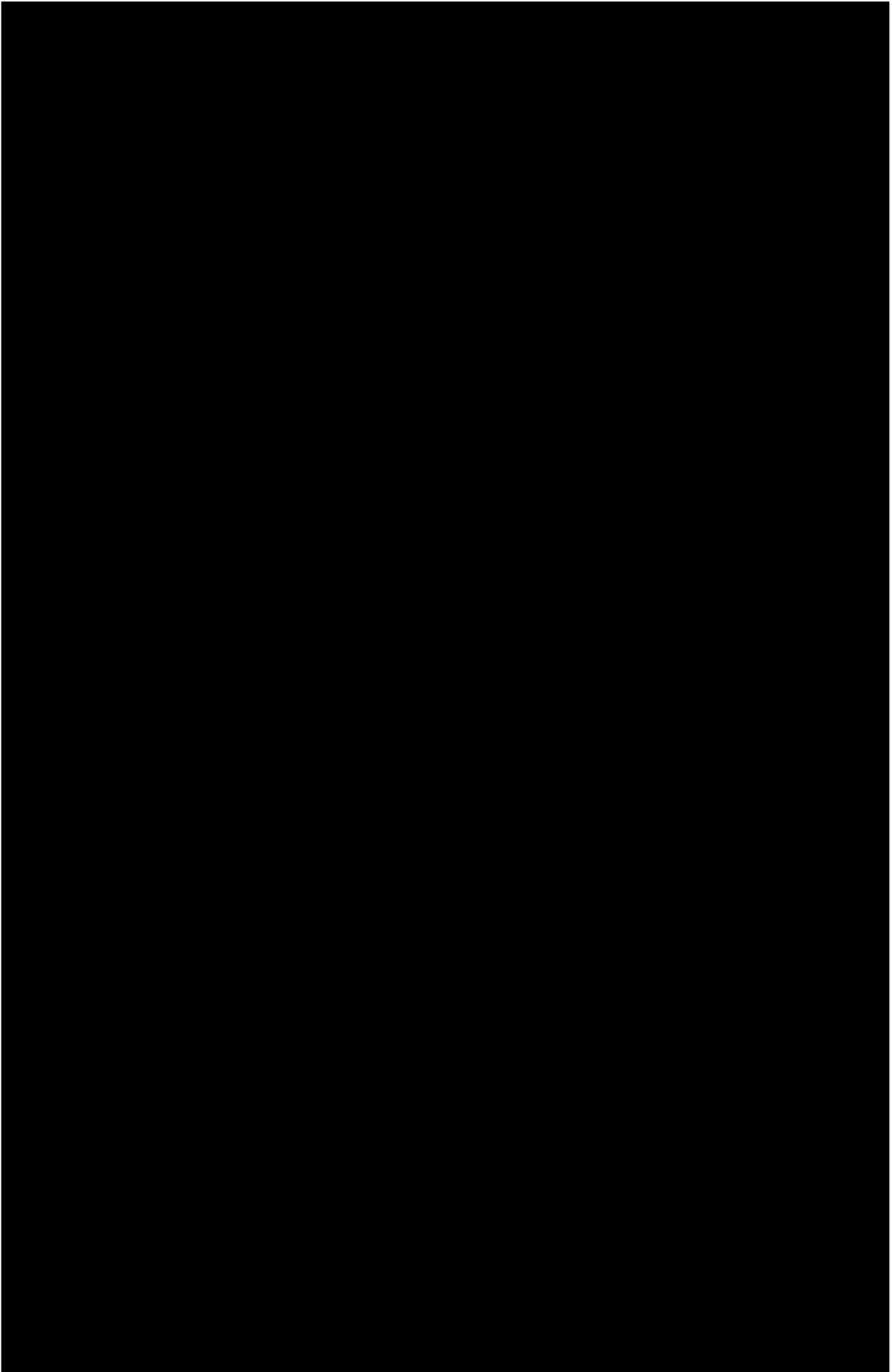


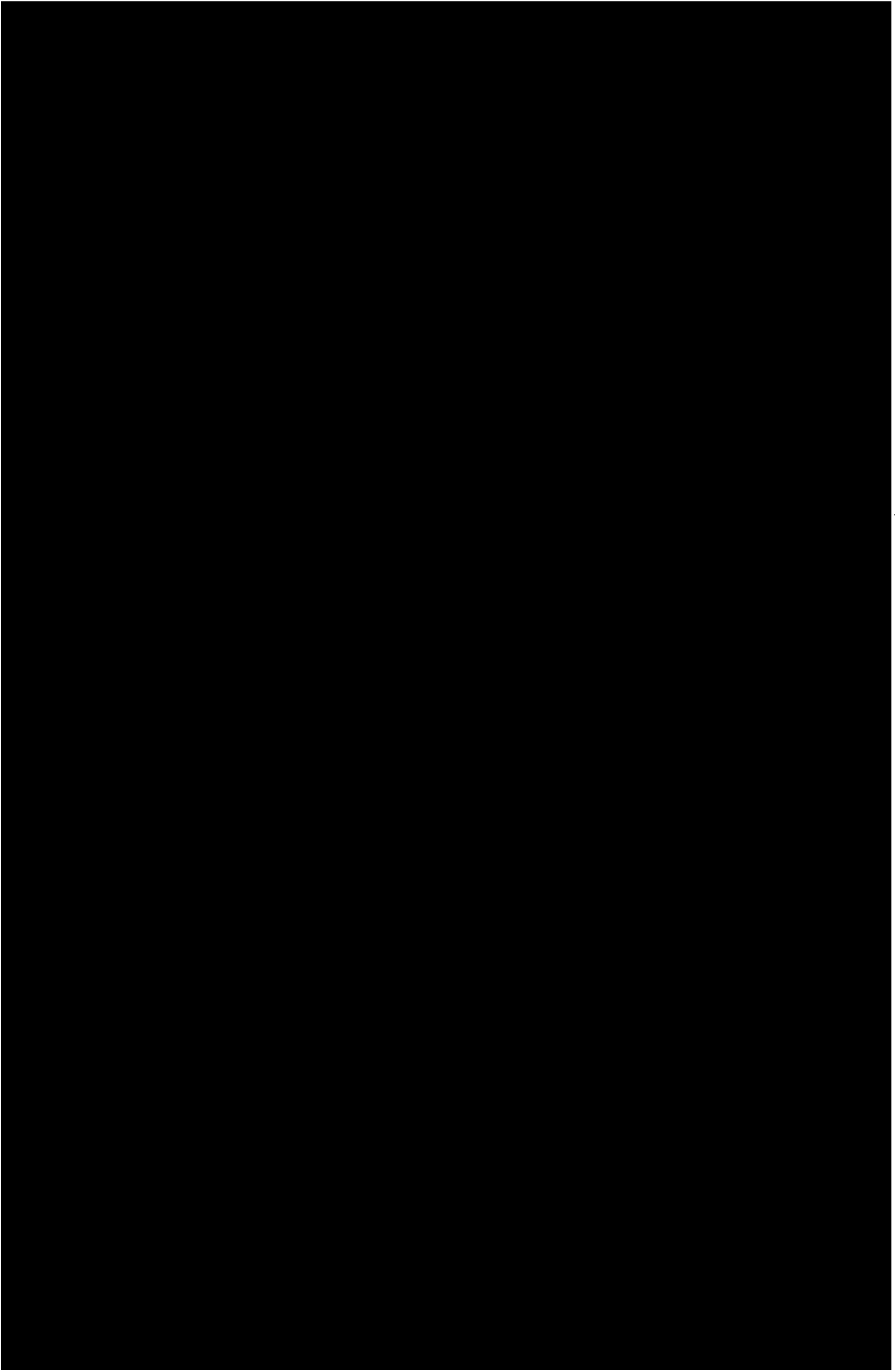
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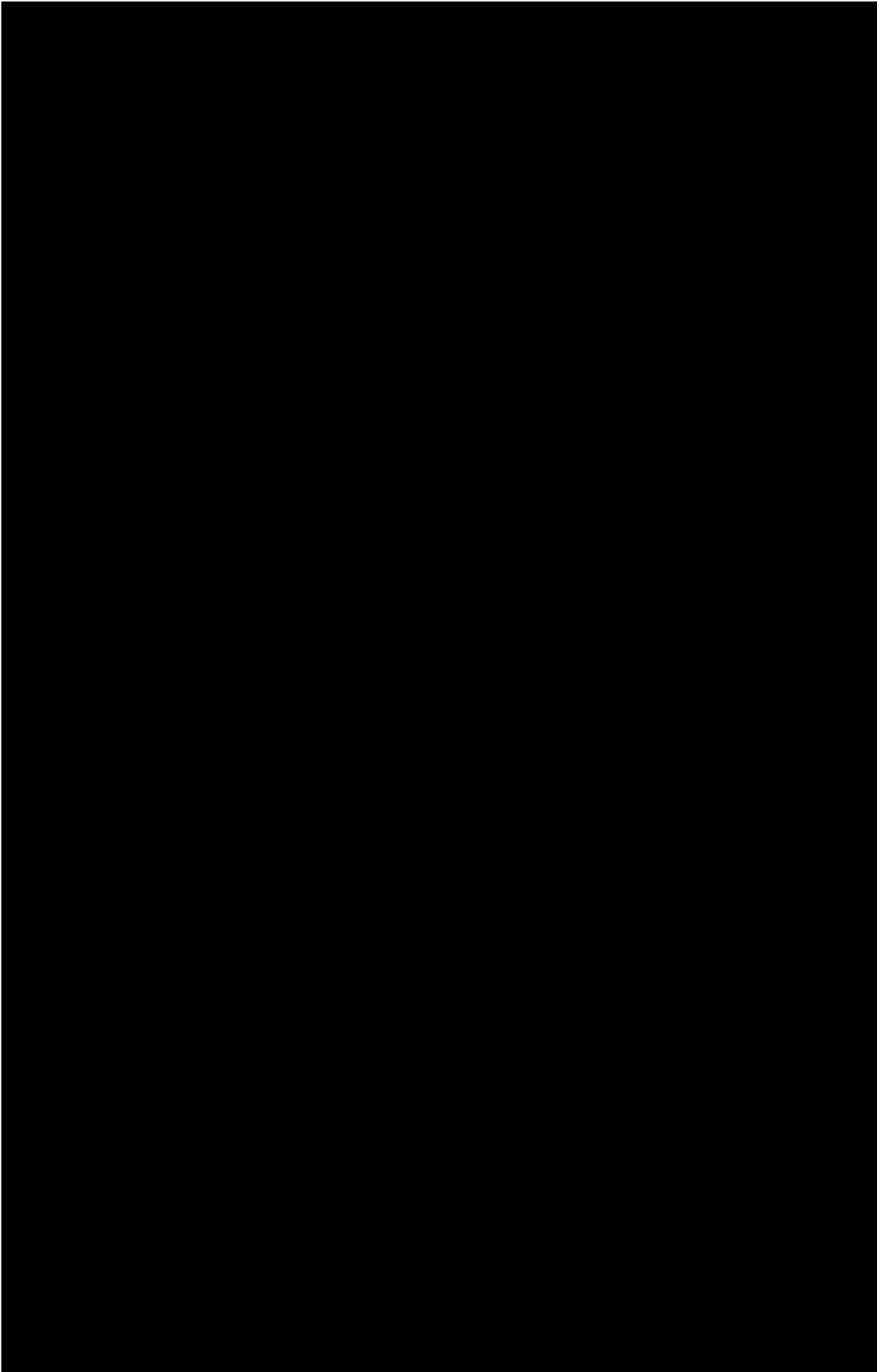


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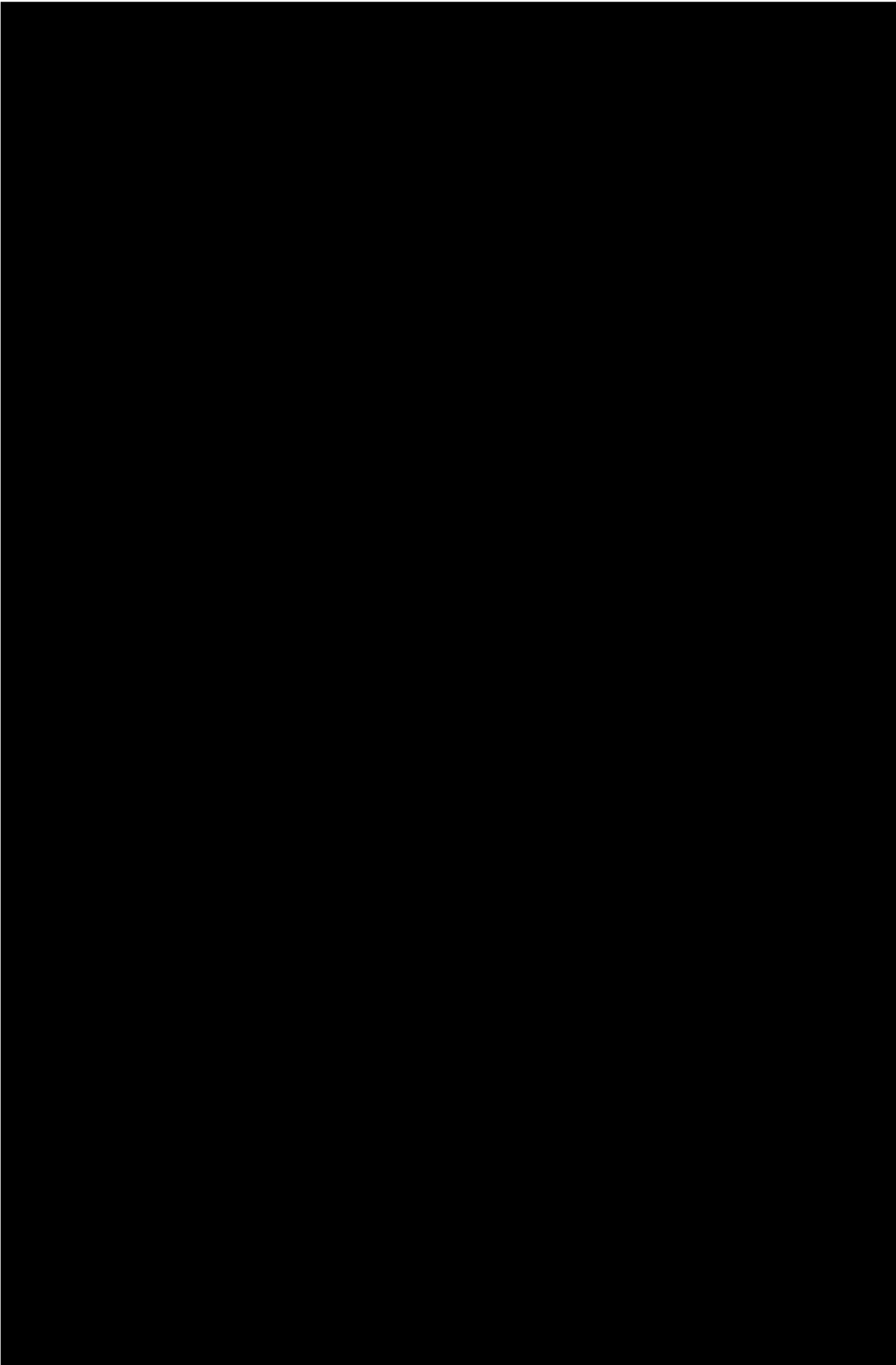


PATENT
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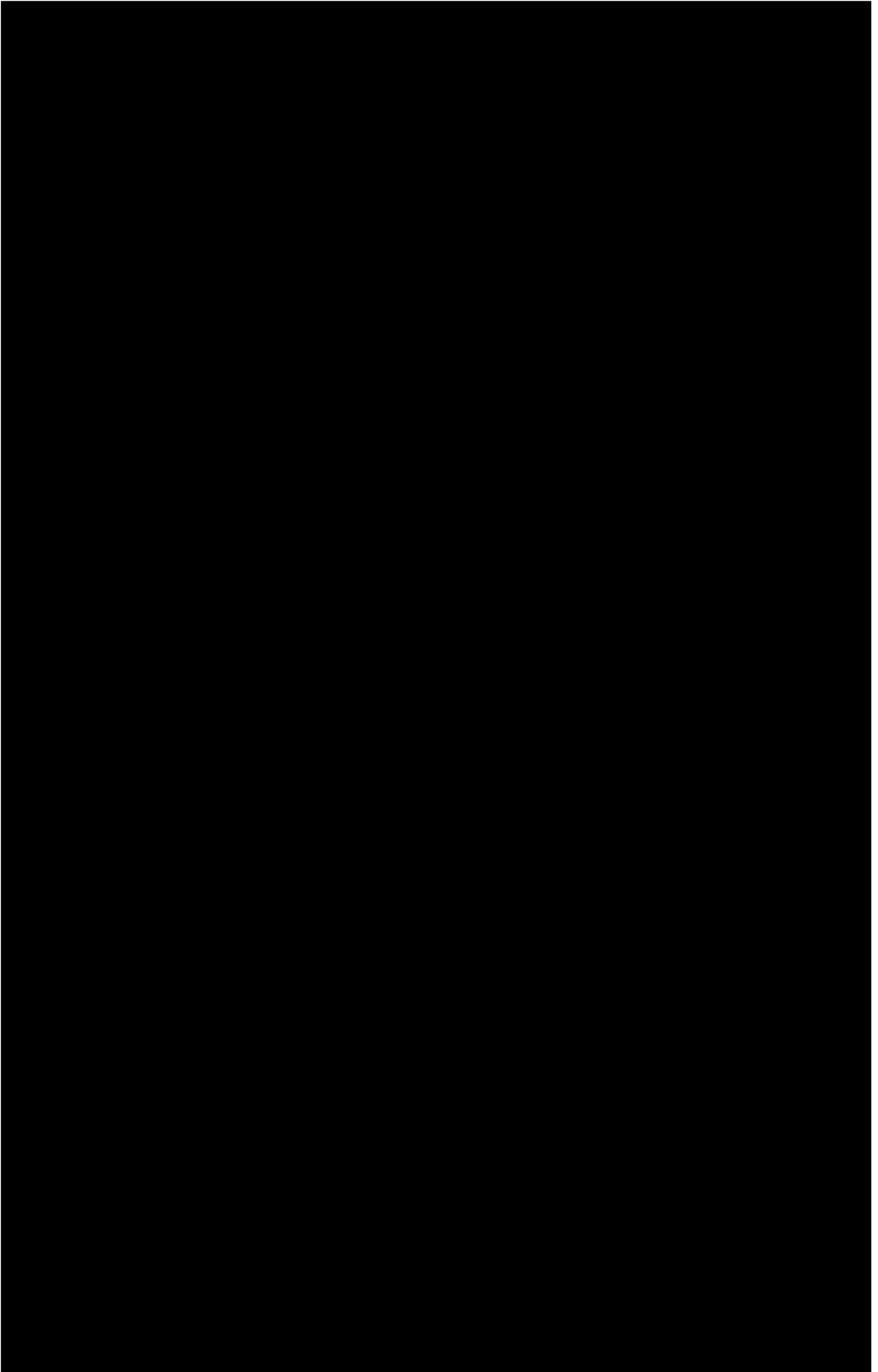
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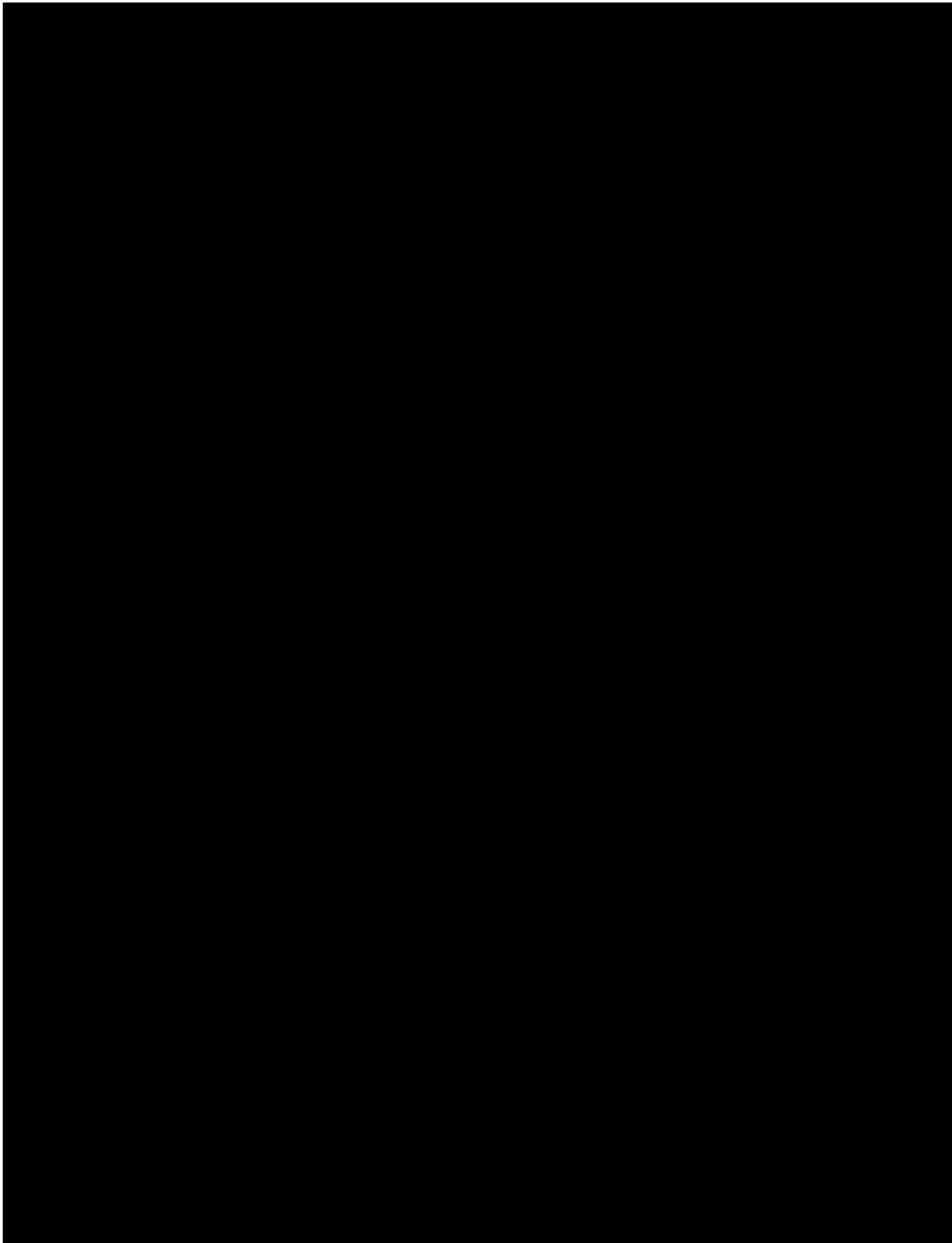


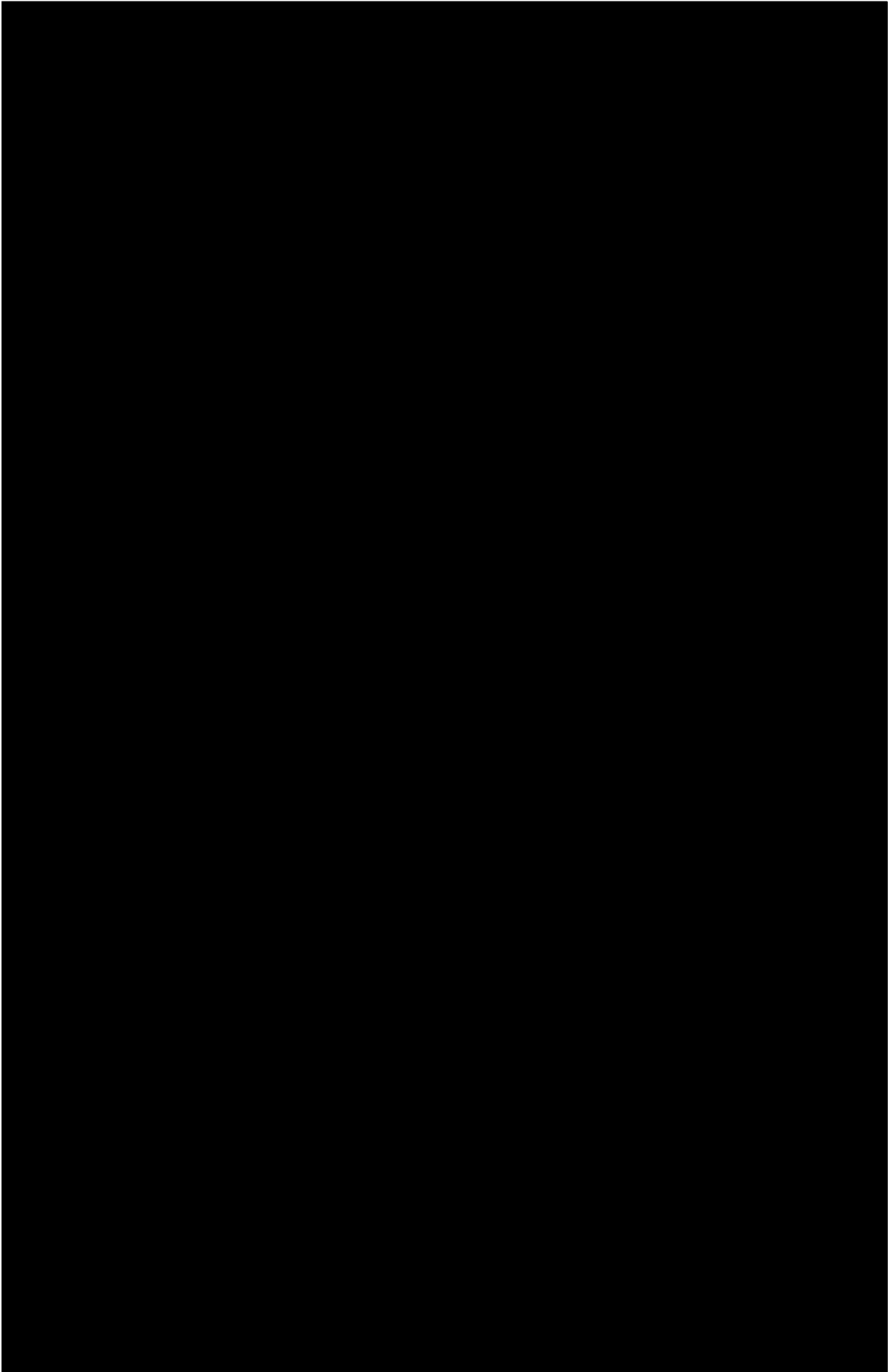
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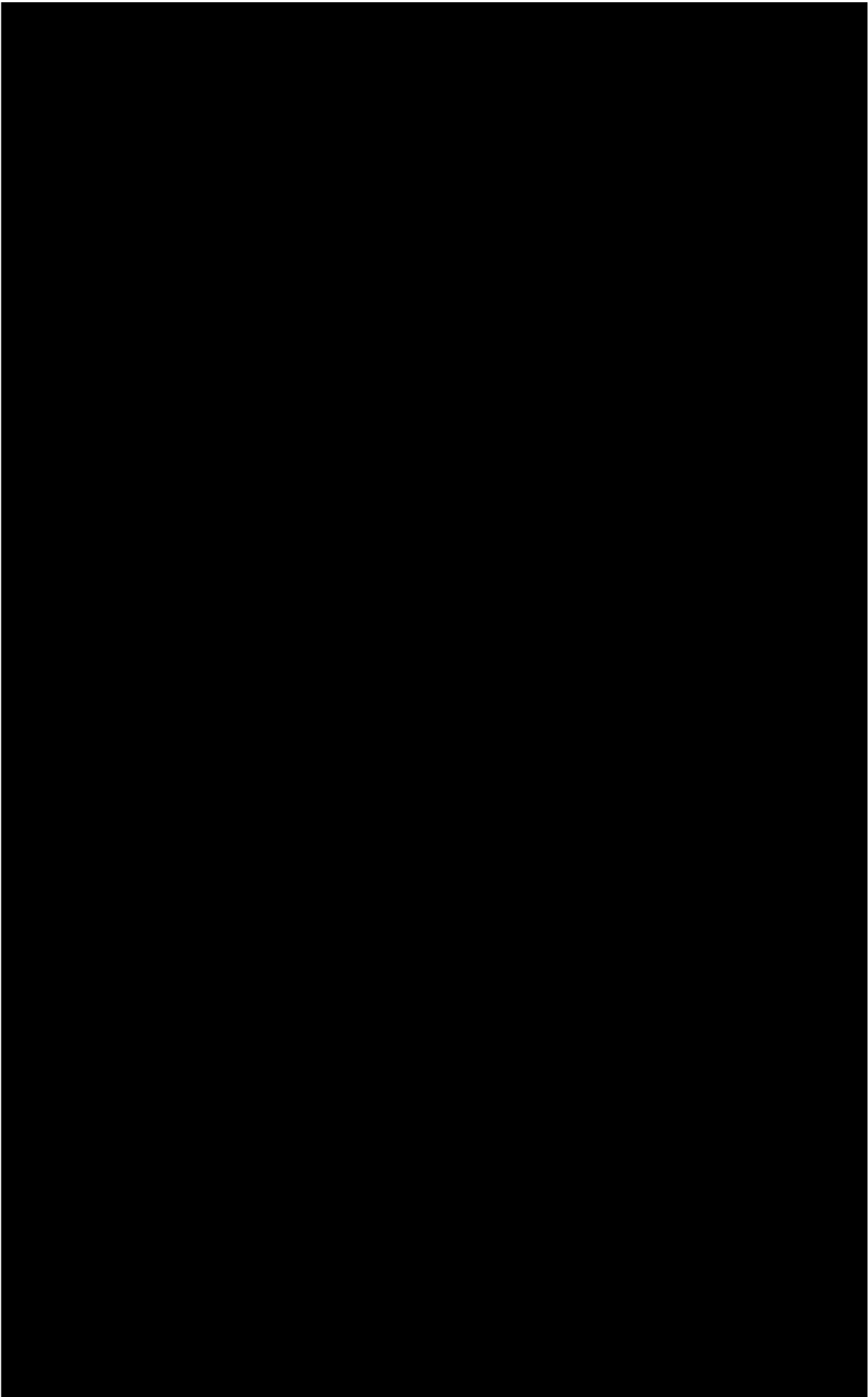


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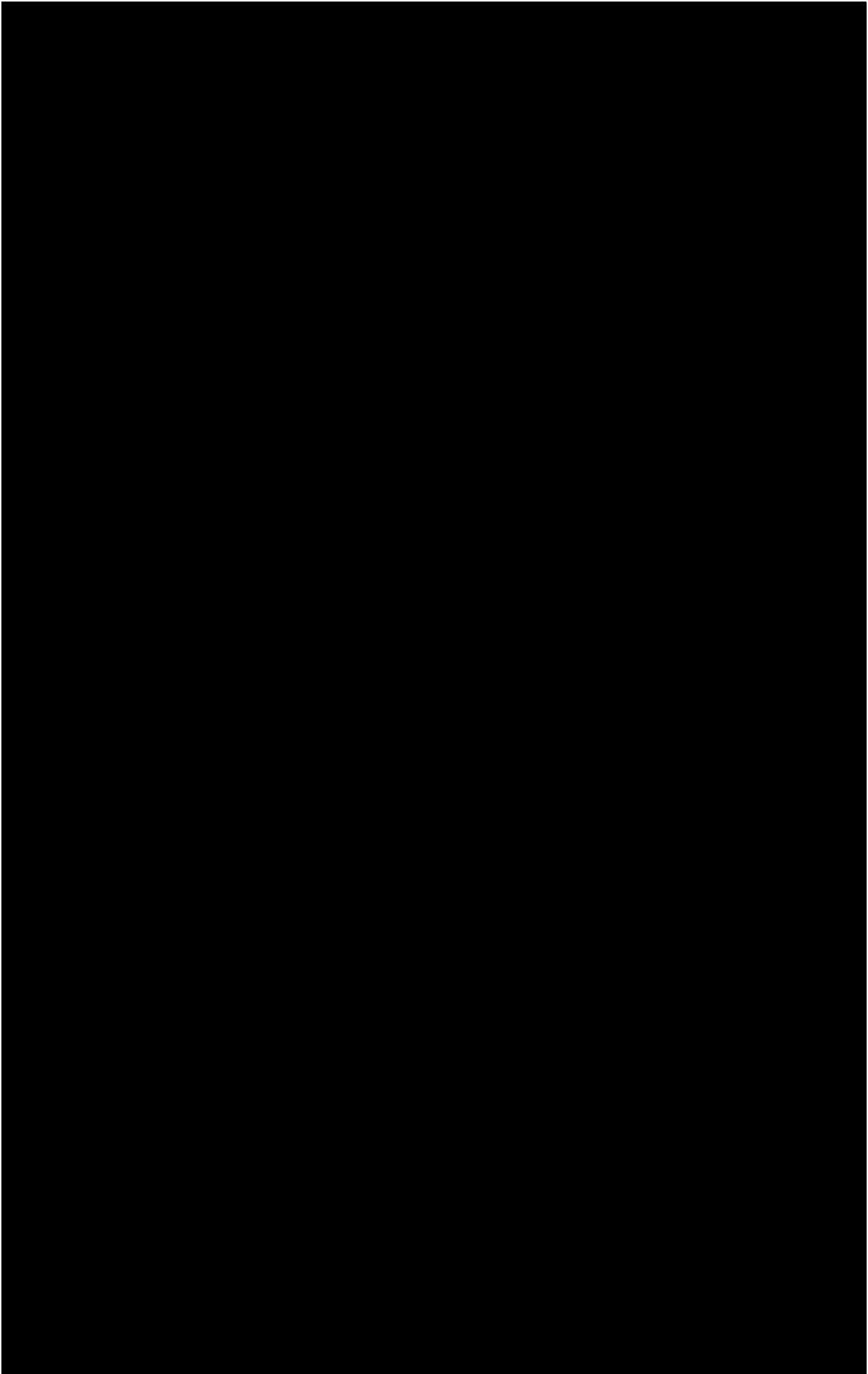


PATENT
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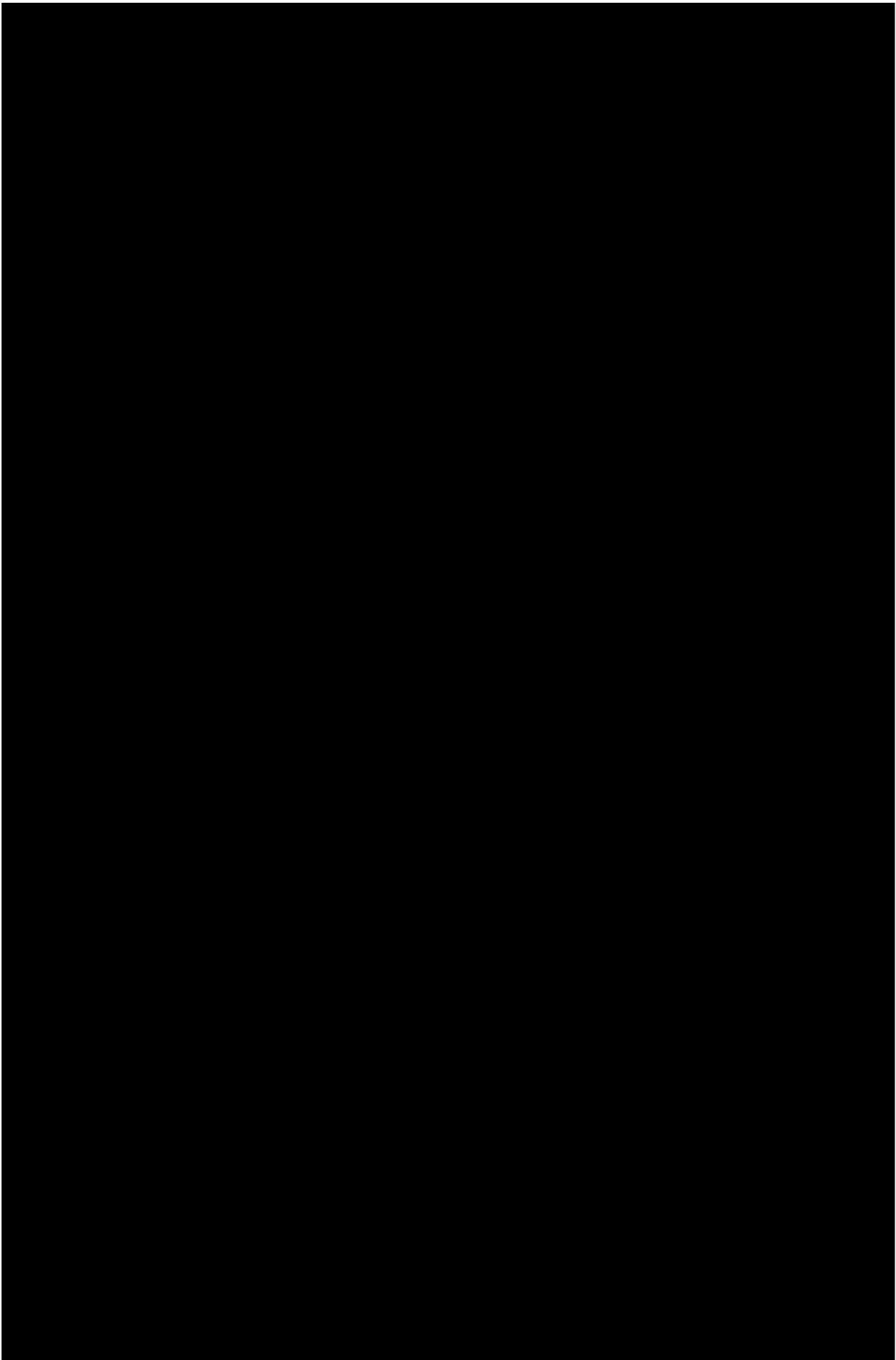


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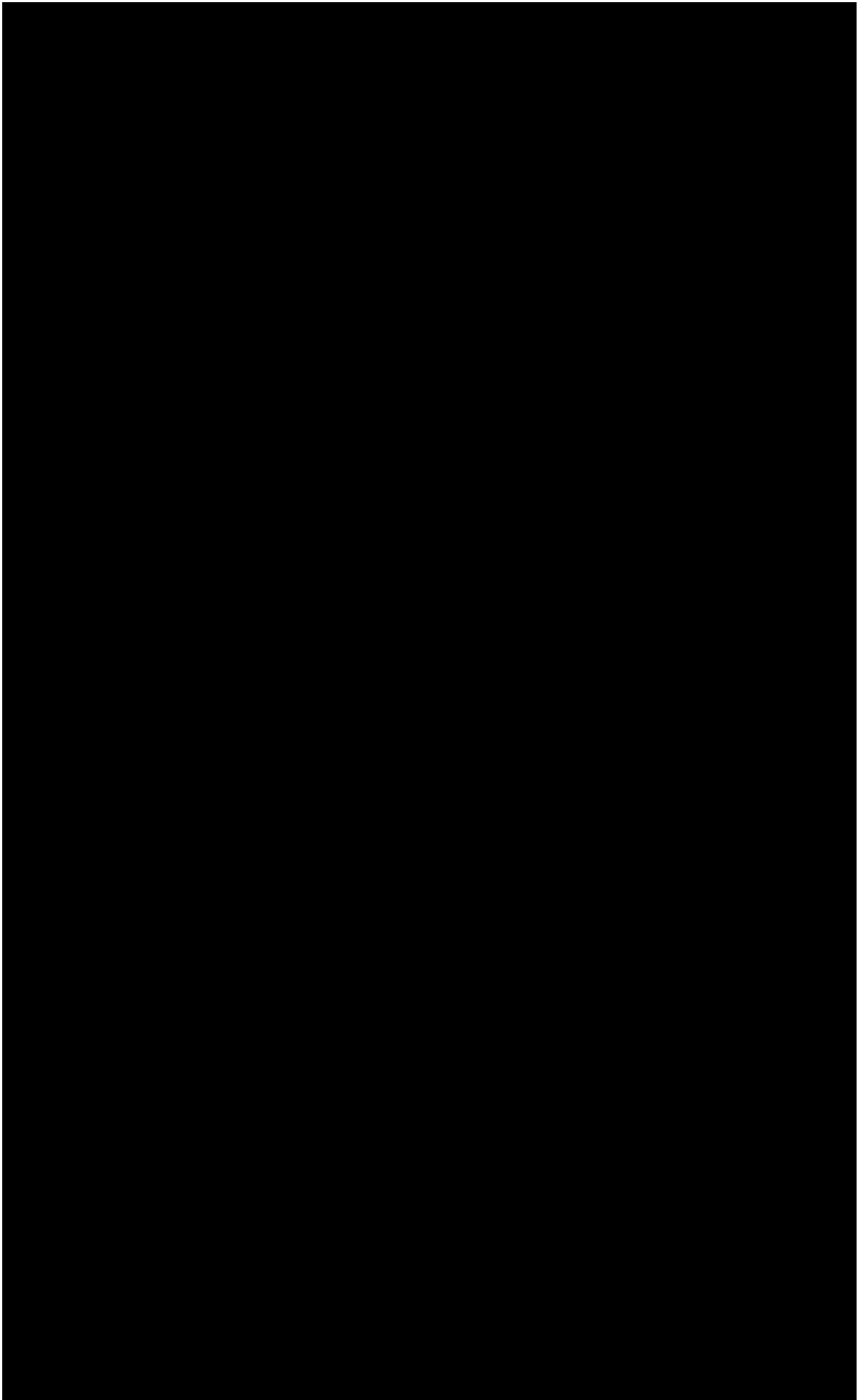




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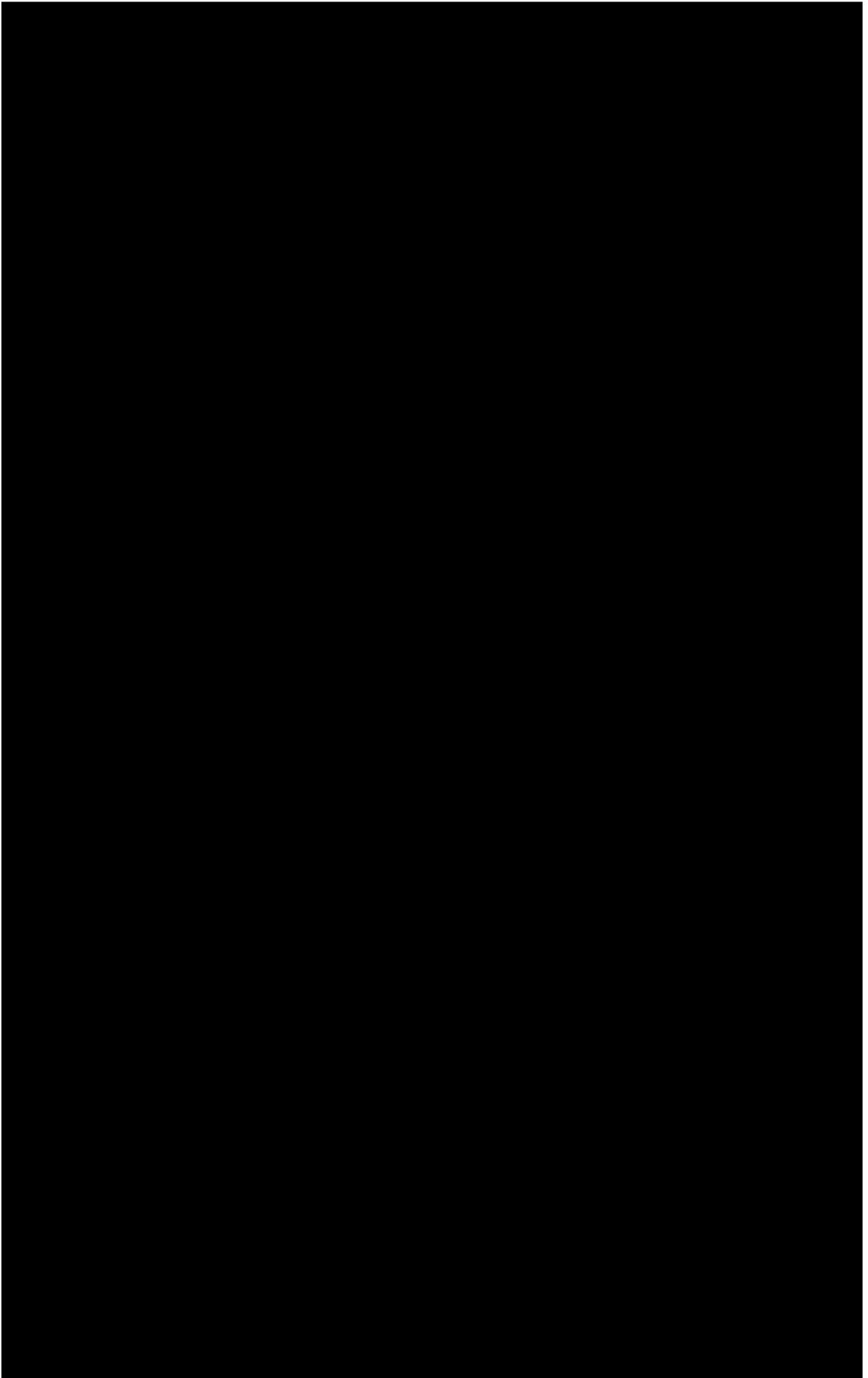


PATENT
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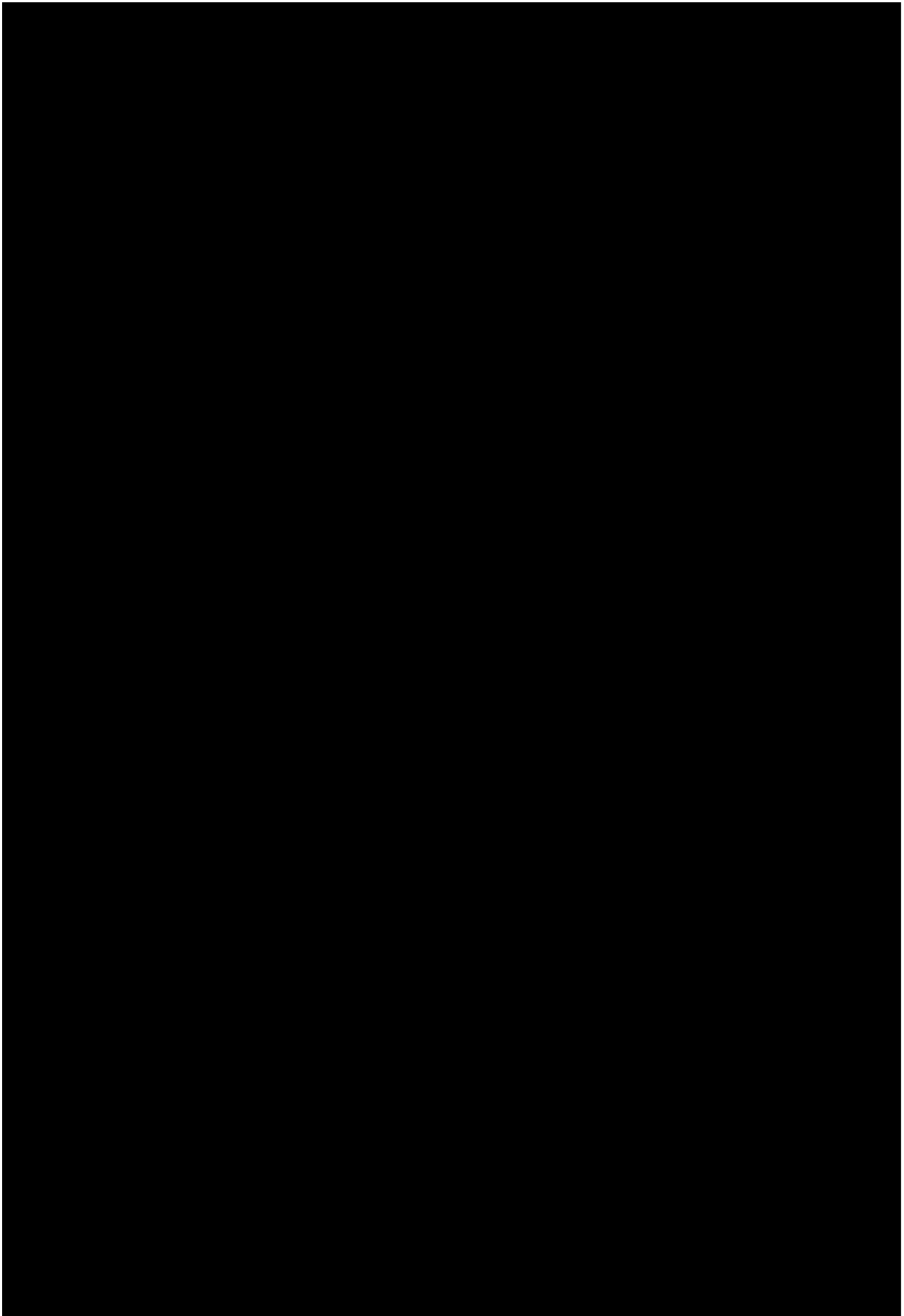
PATENT

REEL: 052592 FRAME: 0599



REEL: 052592 FRAME: 0601

REEL: 052592 FRAME: 0602



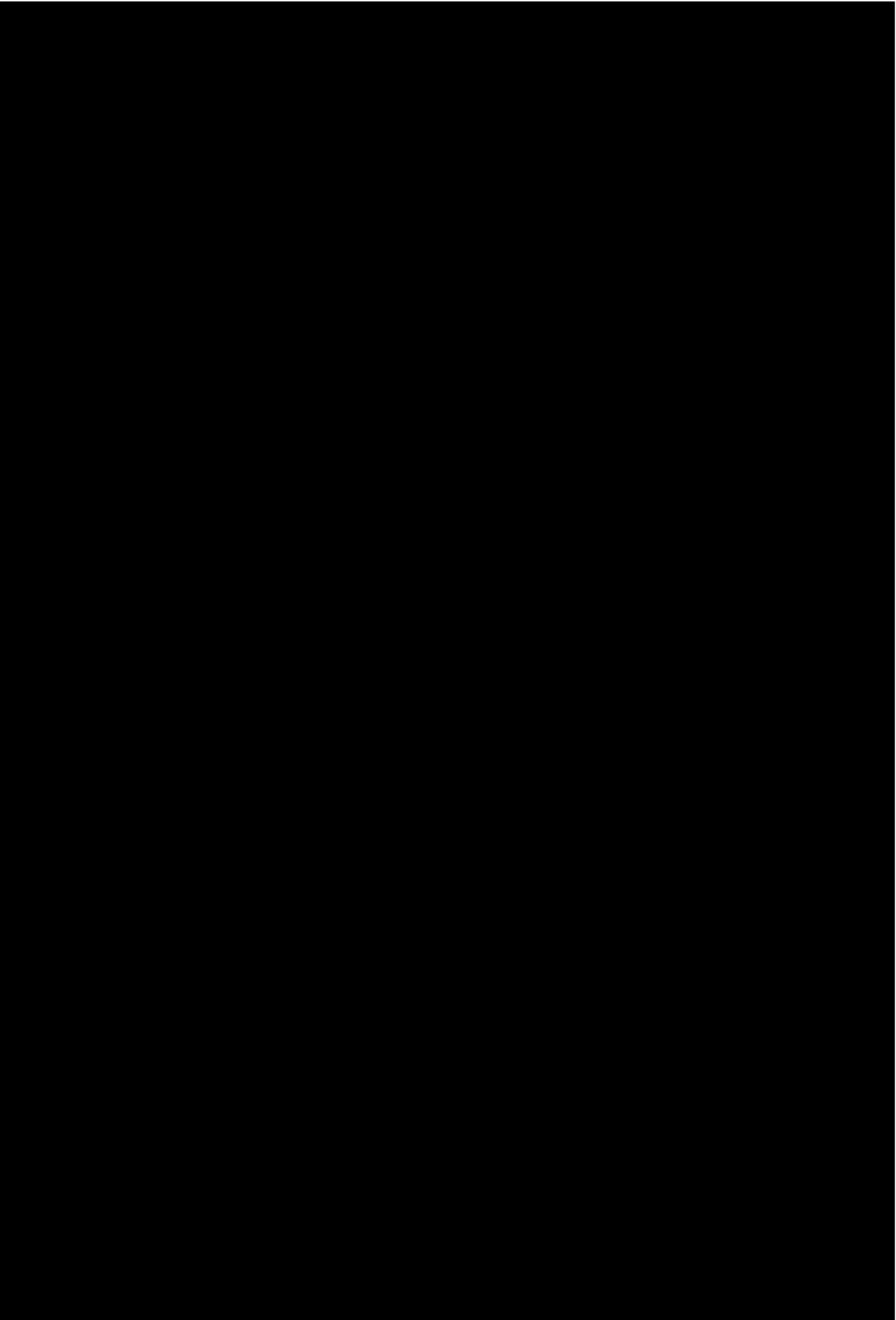
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REEL: 052592 FRAME: 0605

REEL: 052592 FRAME: 0606

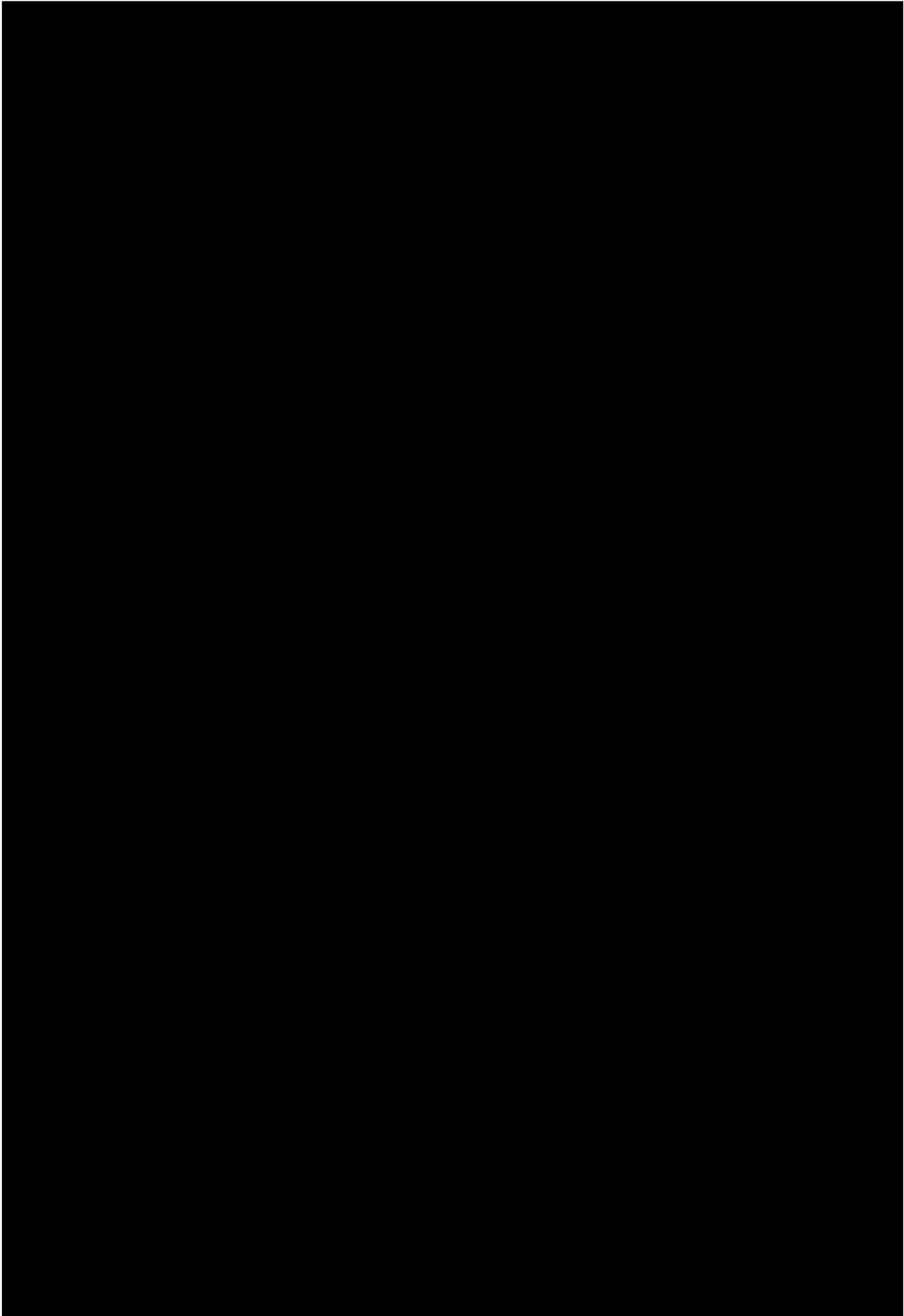
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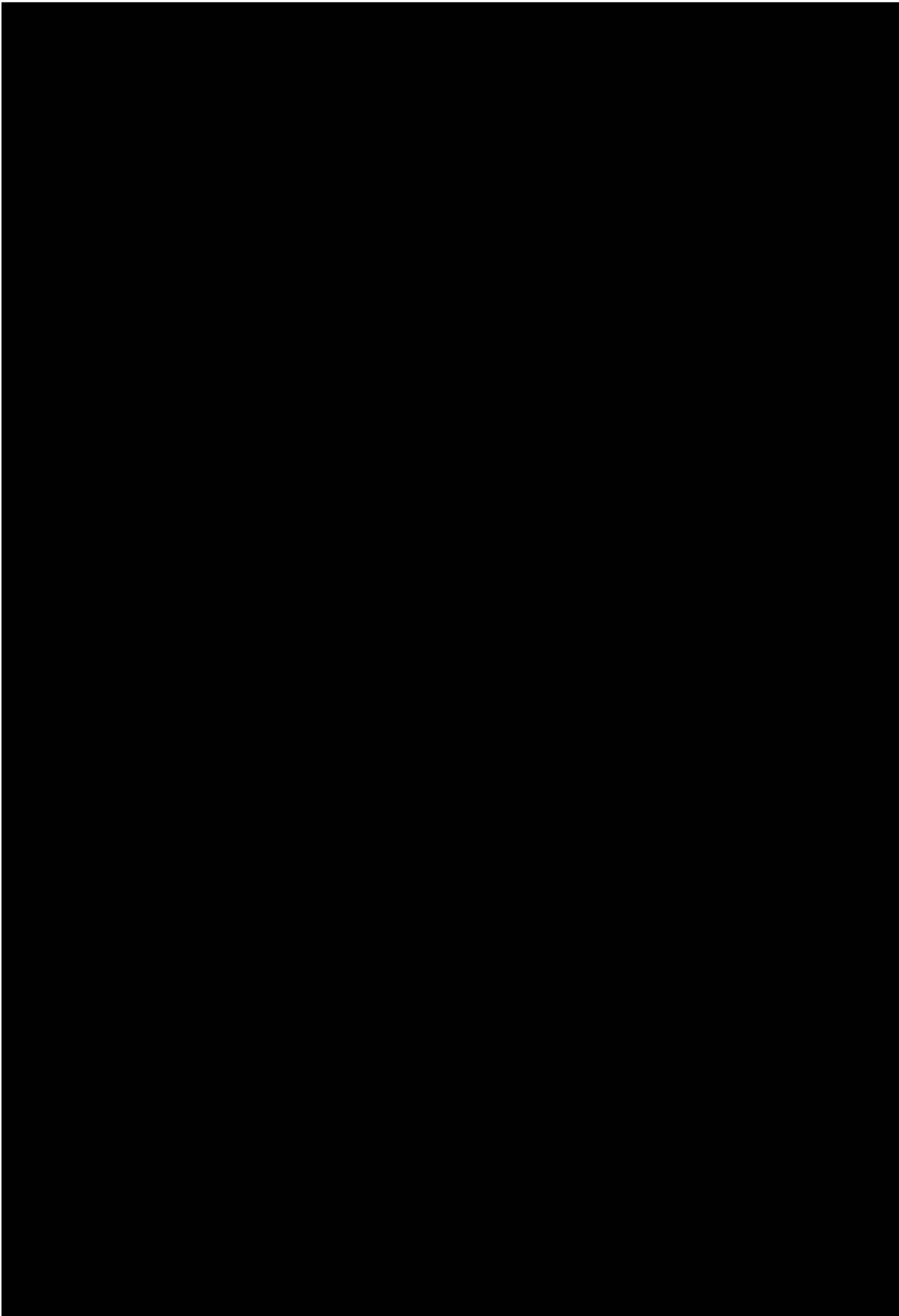
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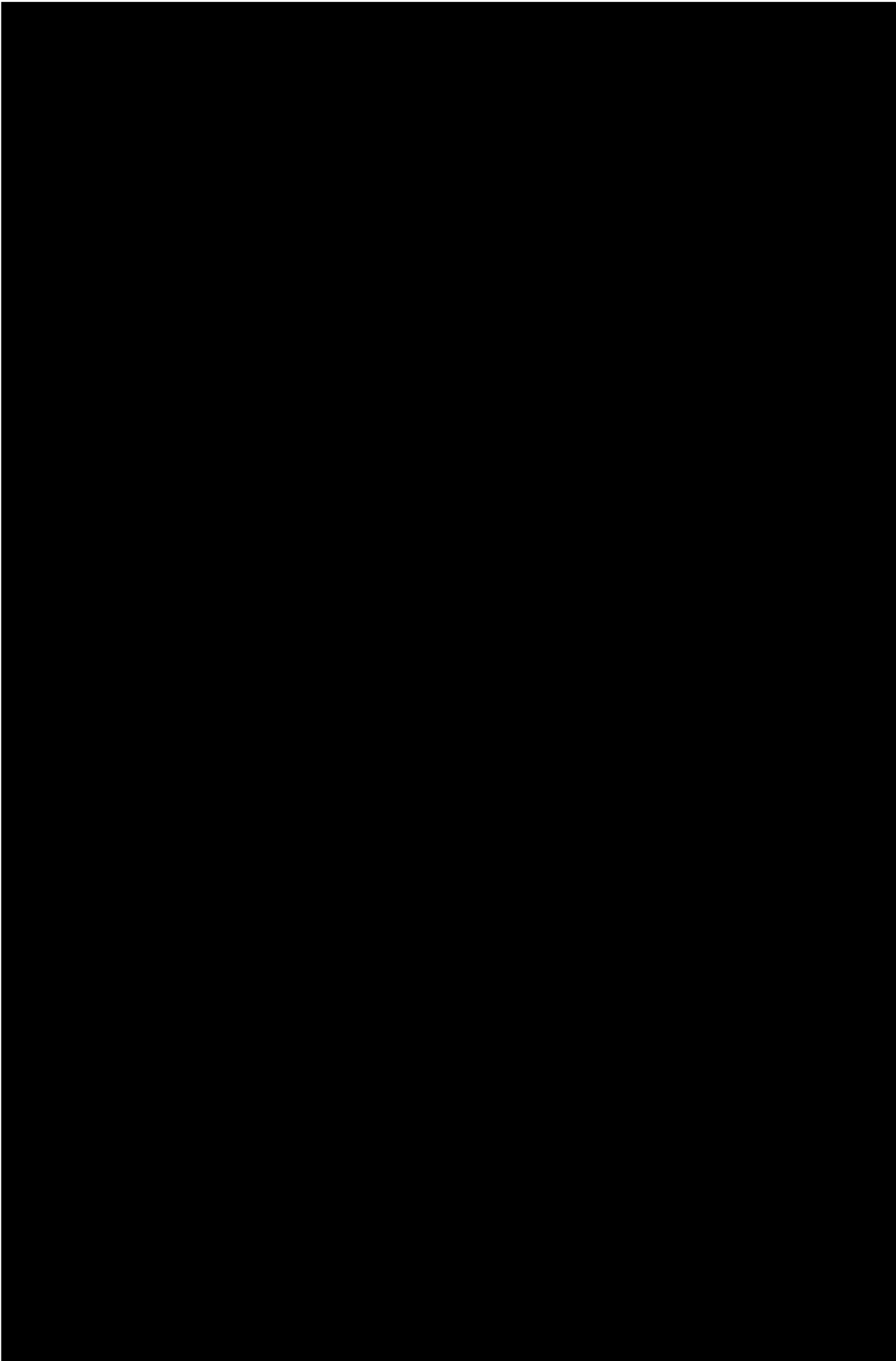
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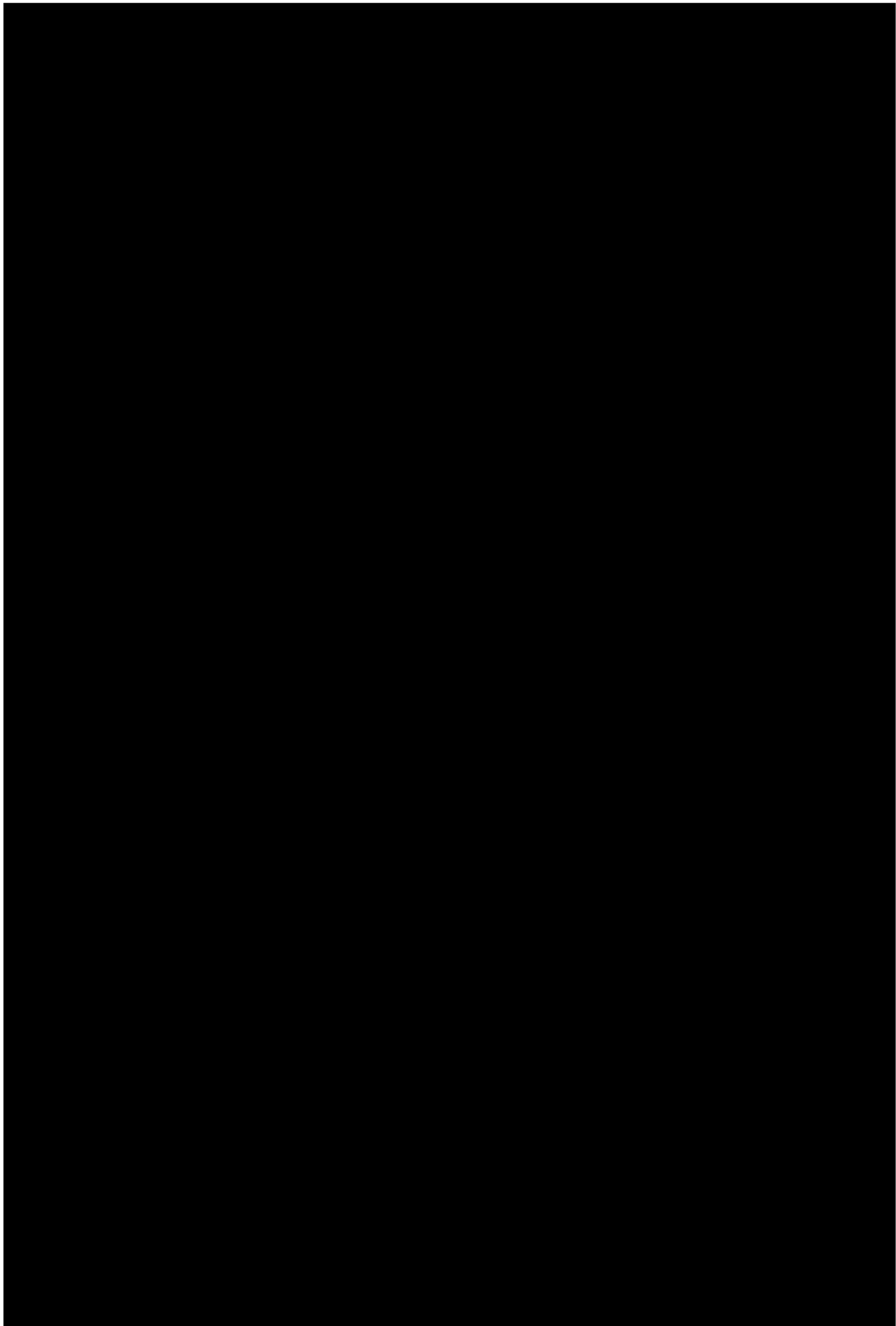


REEL: 052592 FRAME: 0610

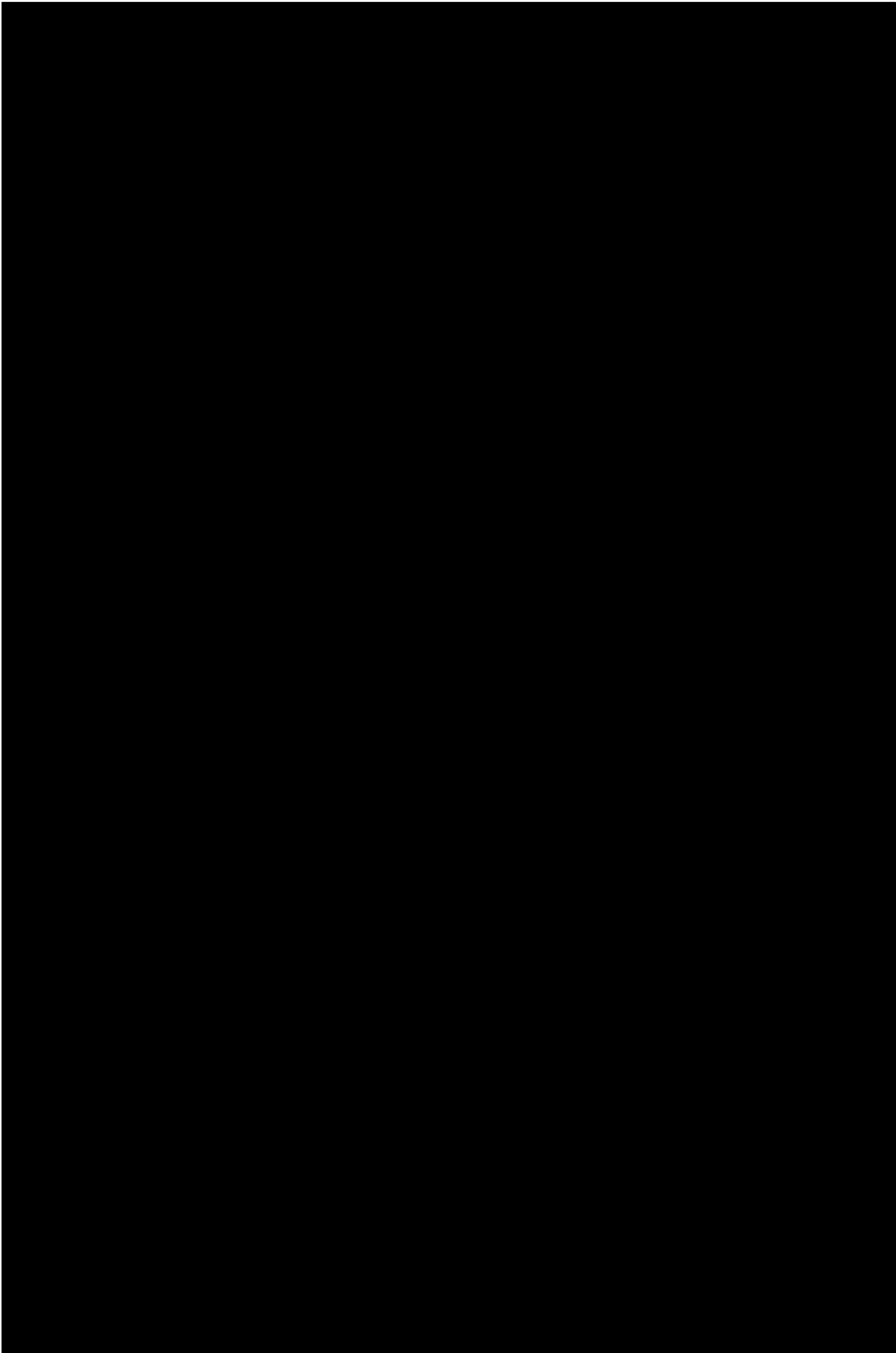


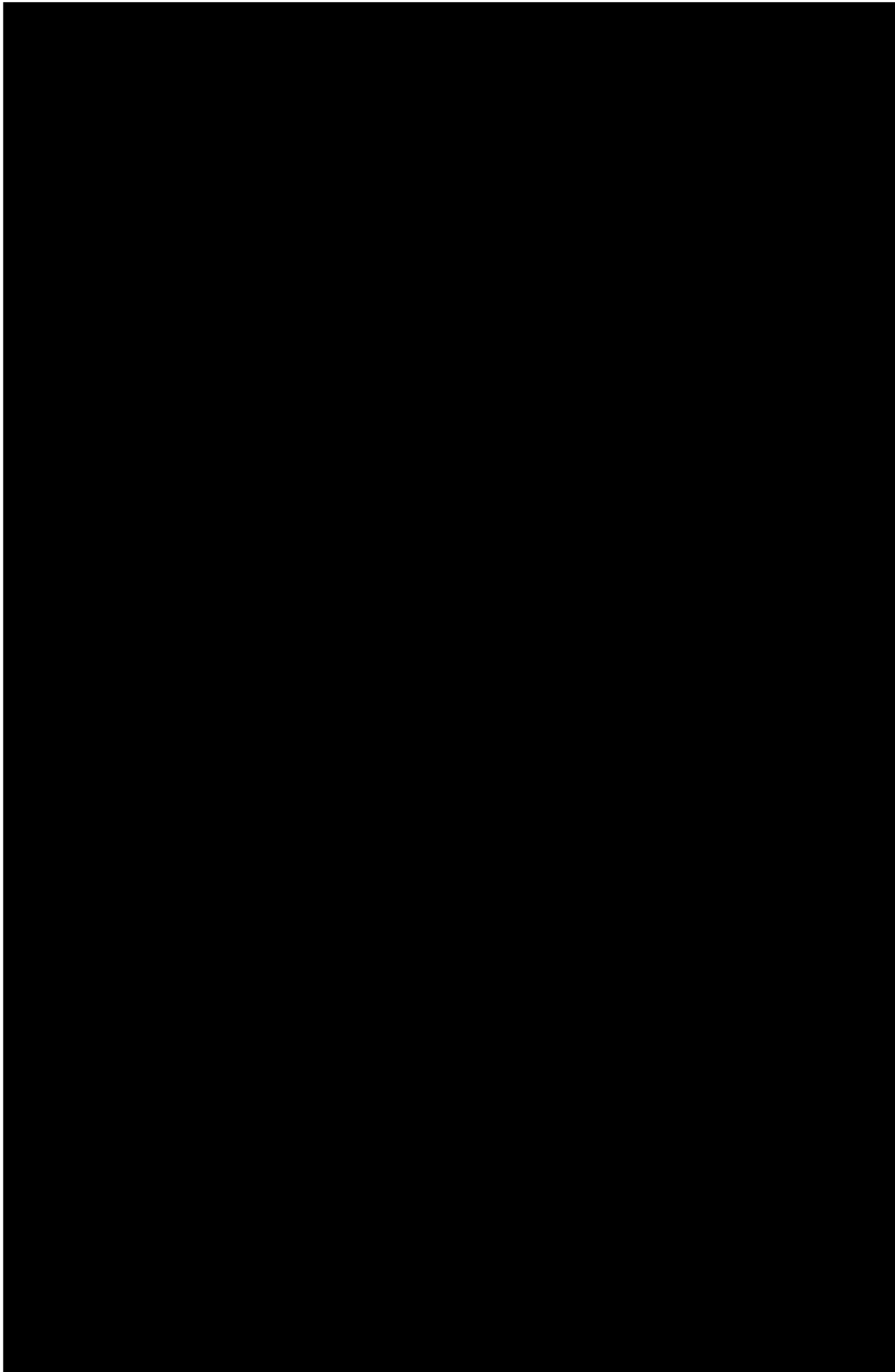
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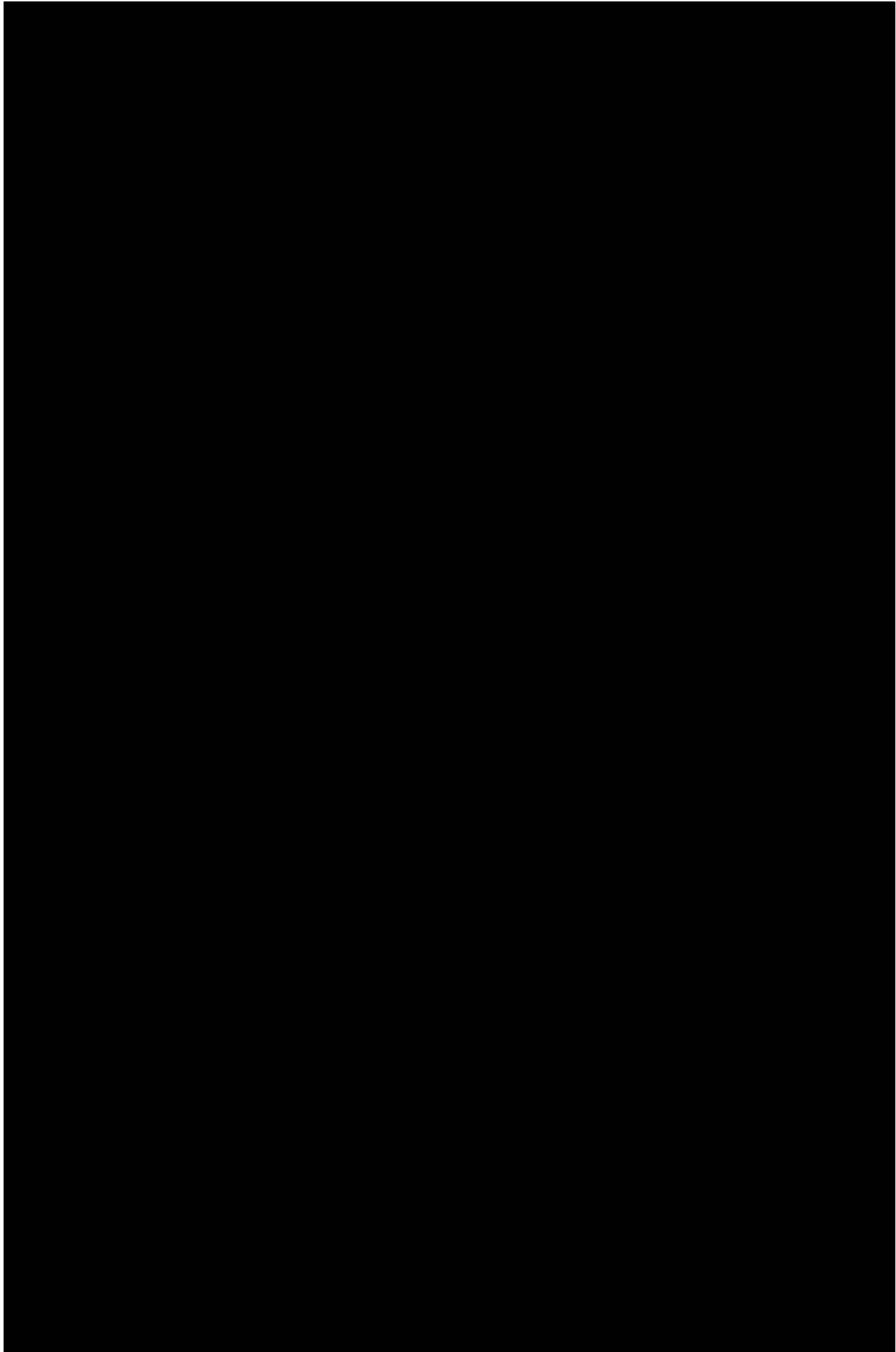
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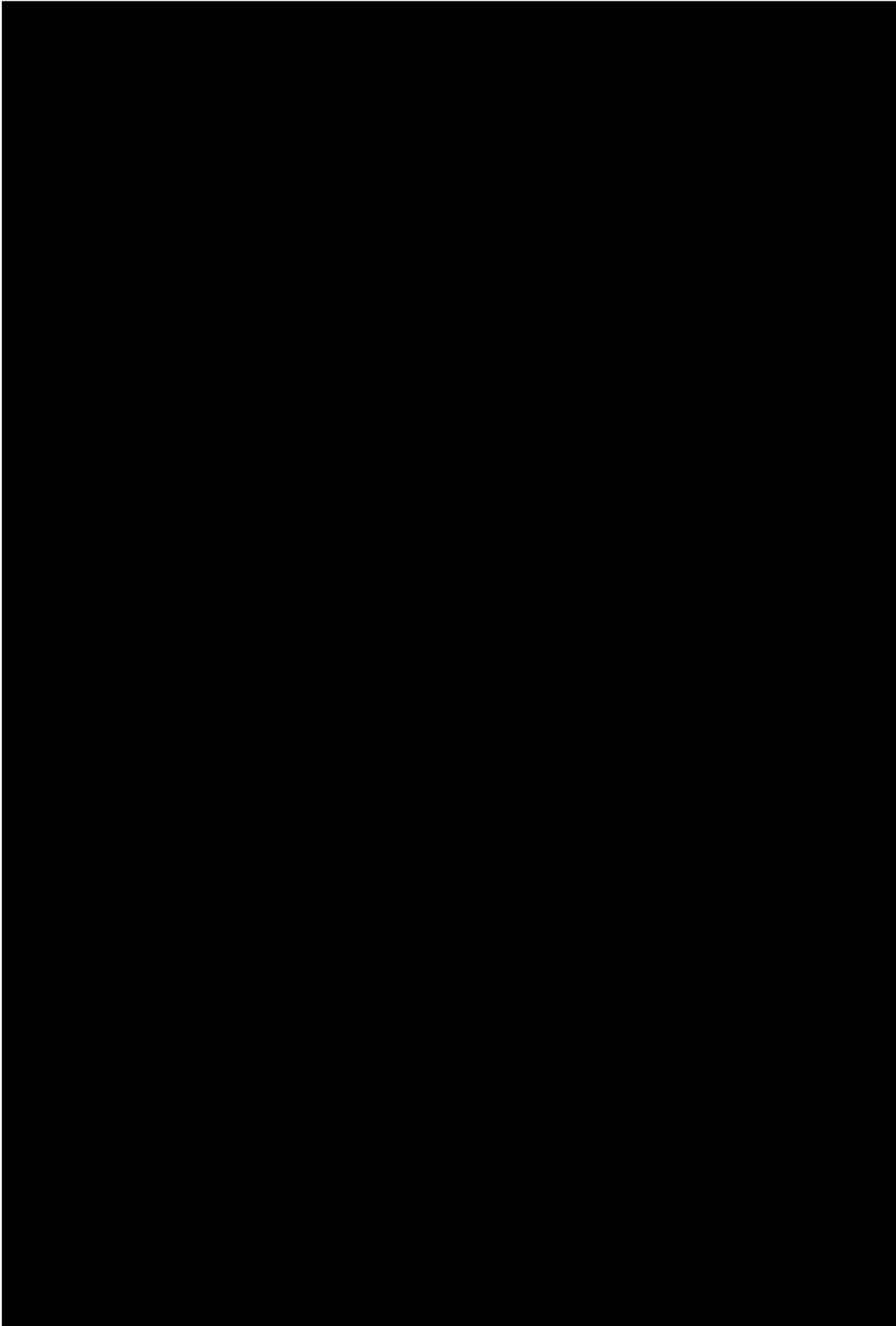


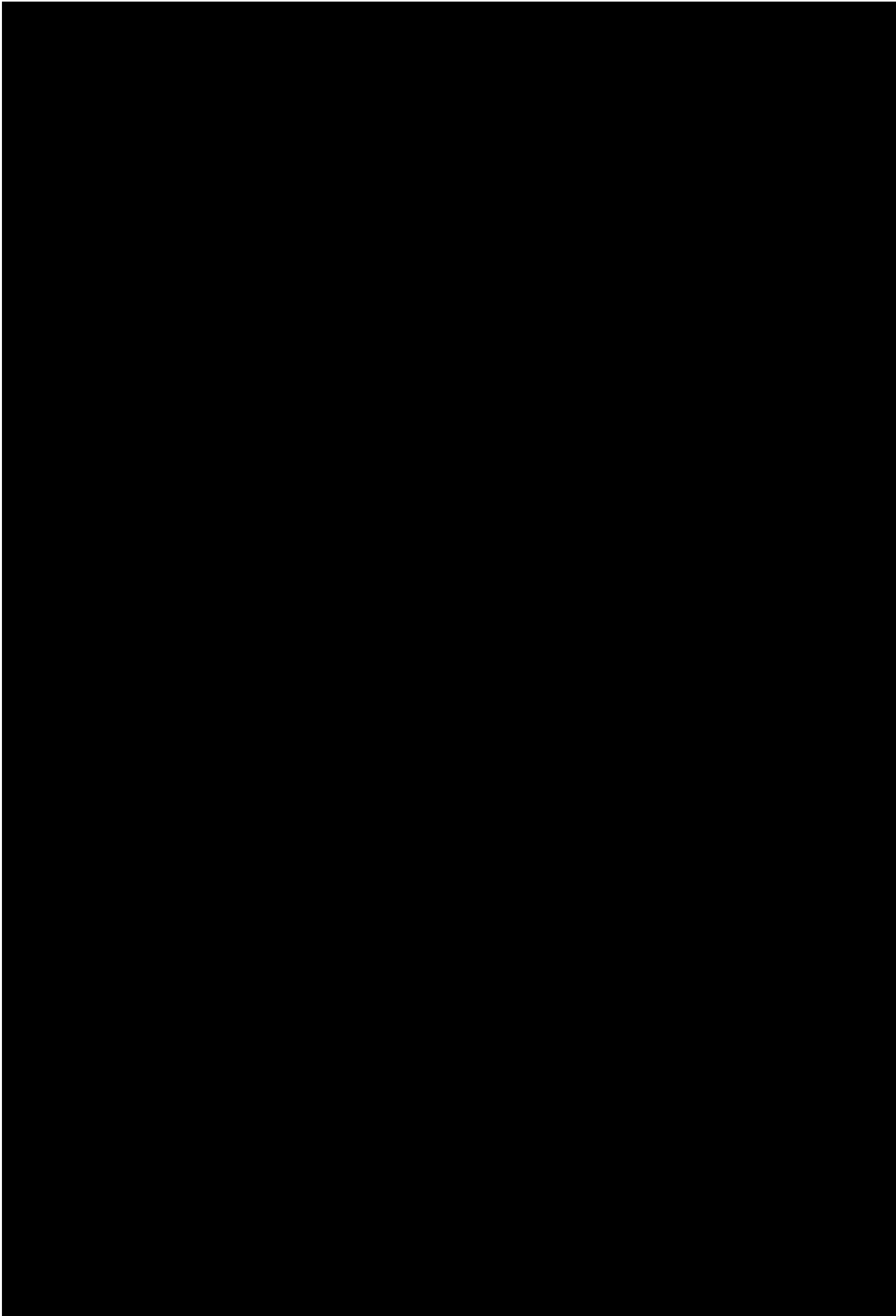
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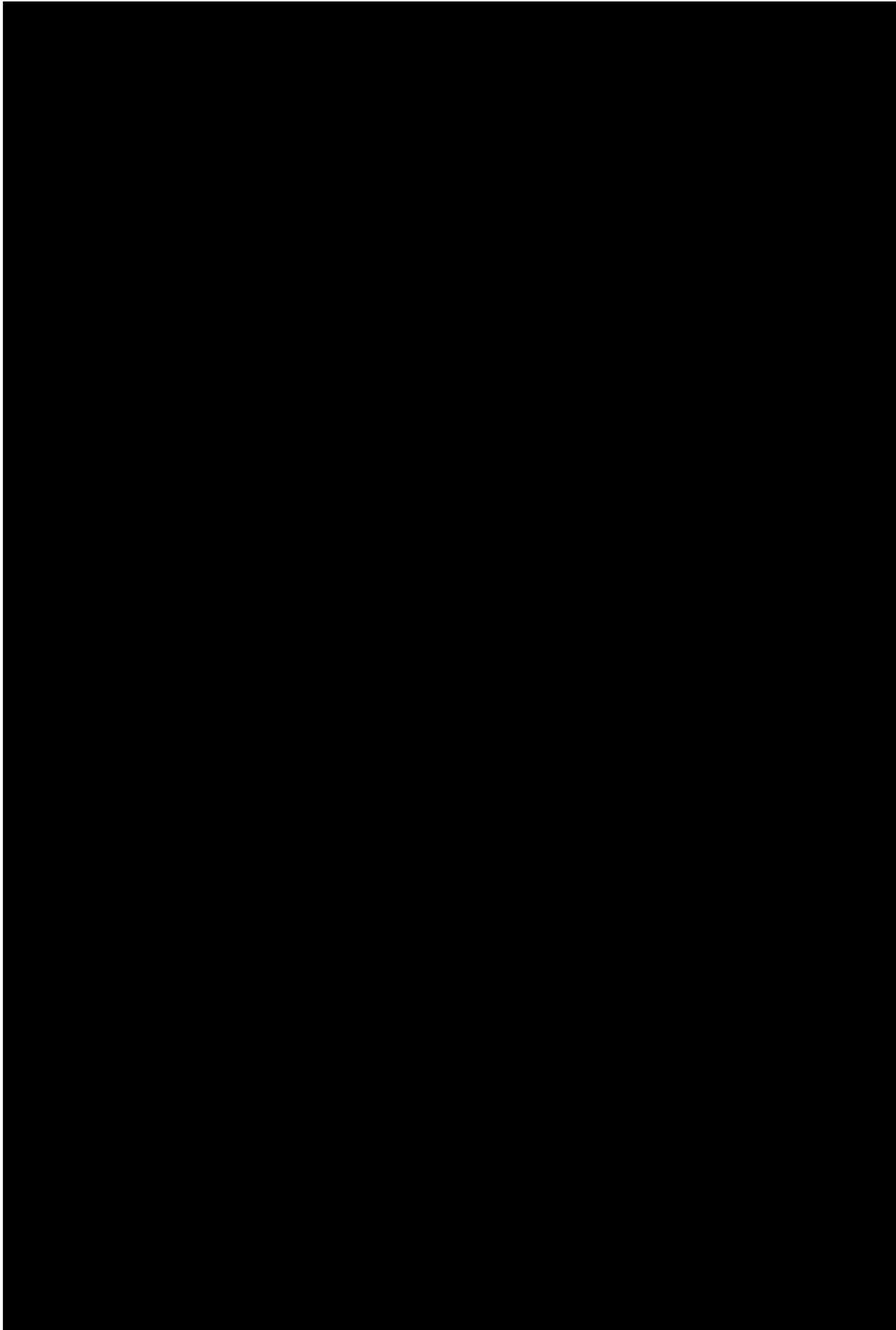












PATENT

REEL: 052592 FRAME: 0619

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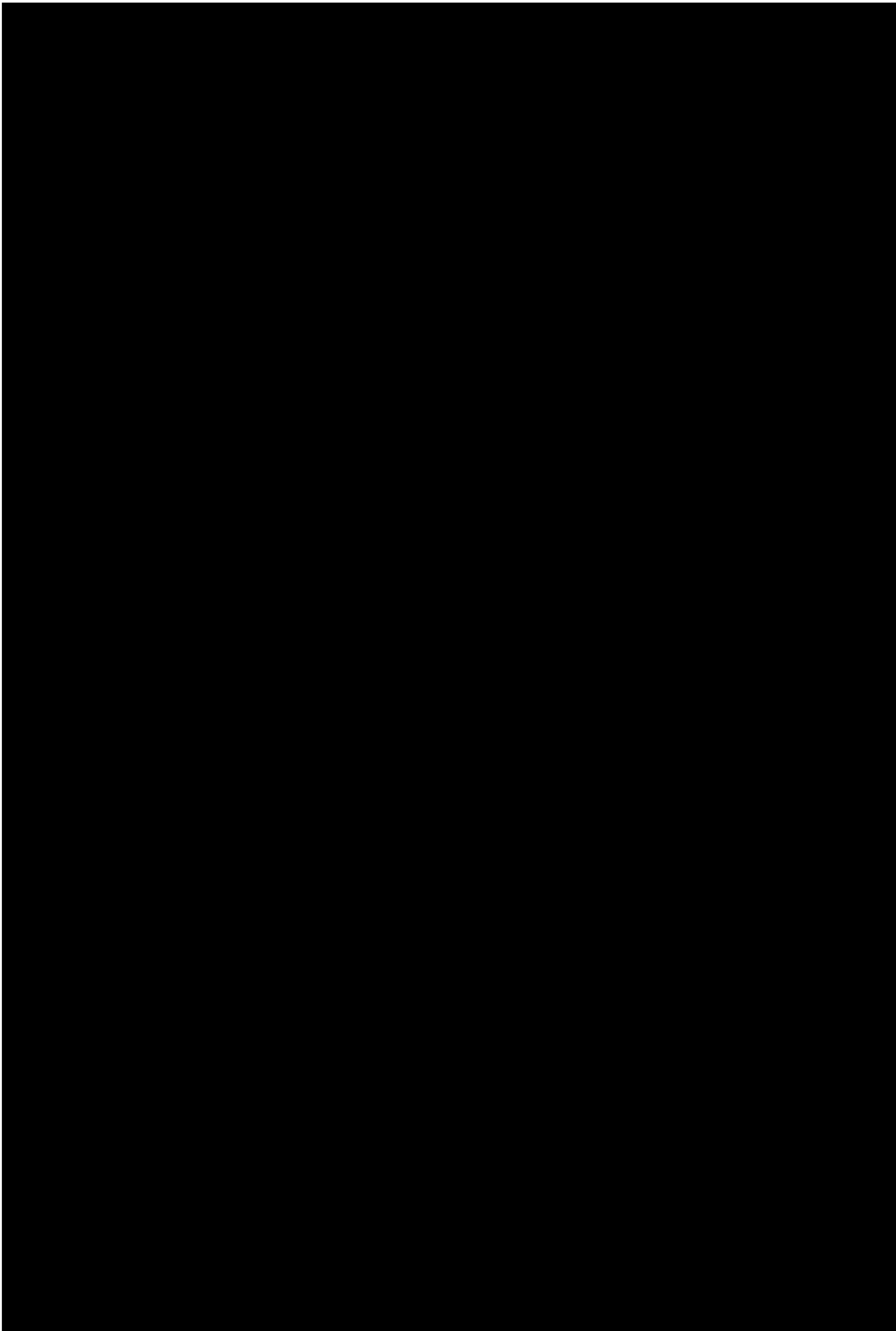
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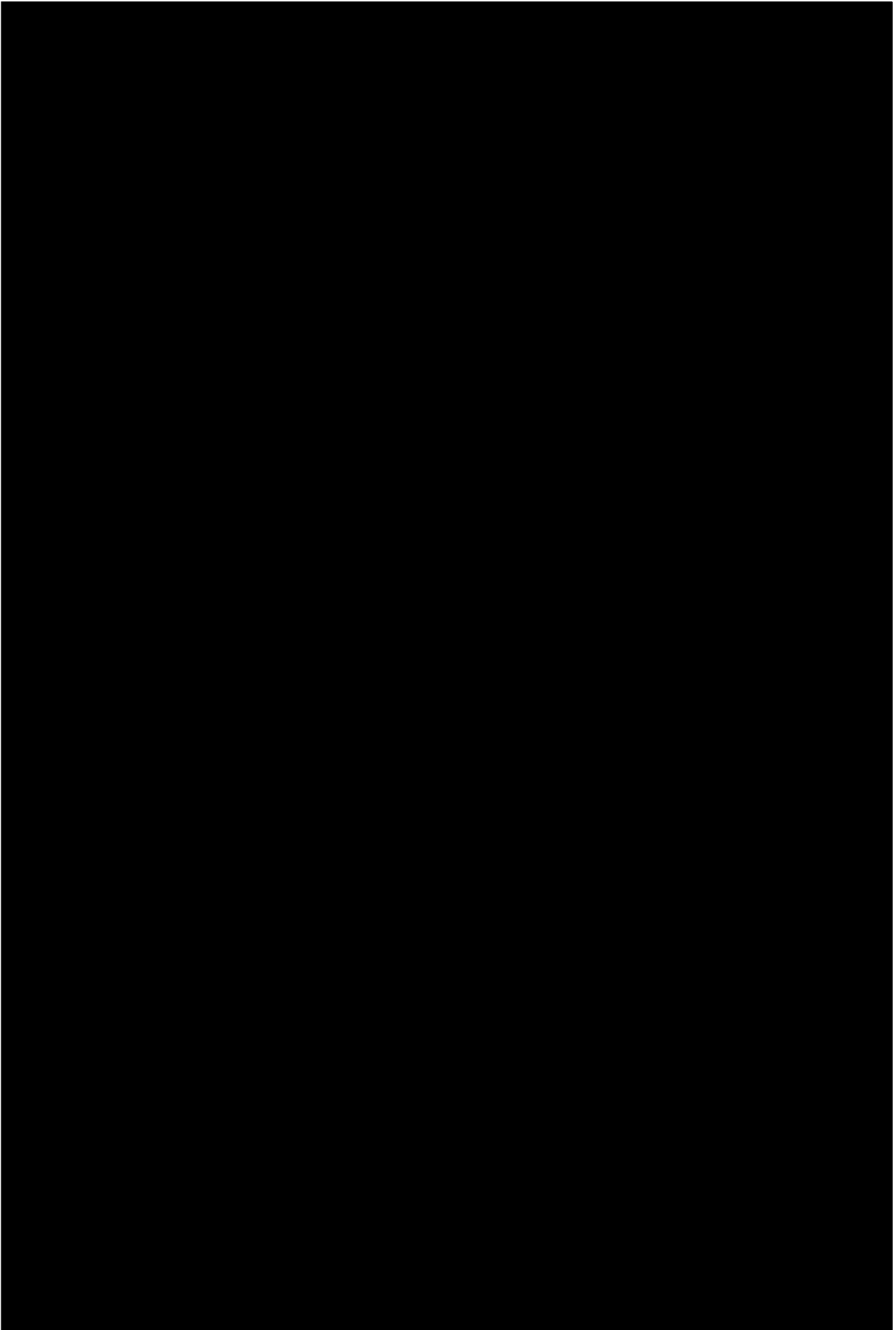
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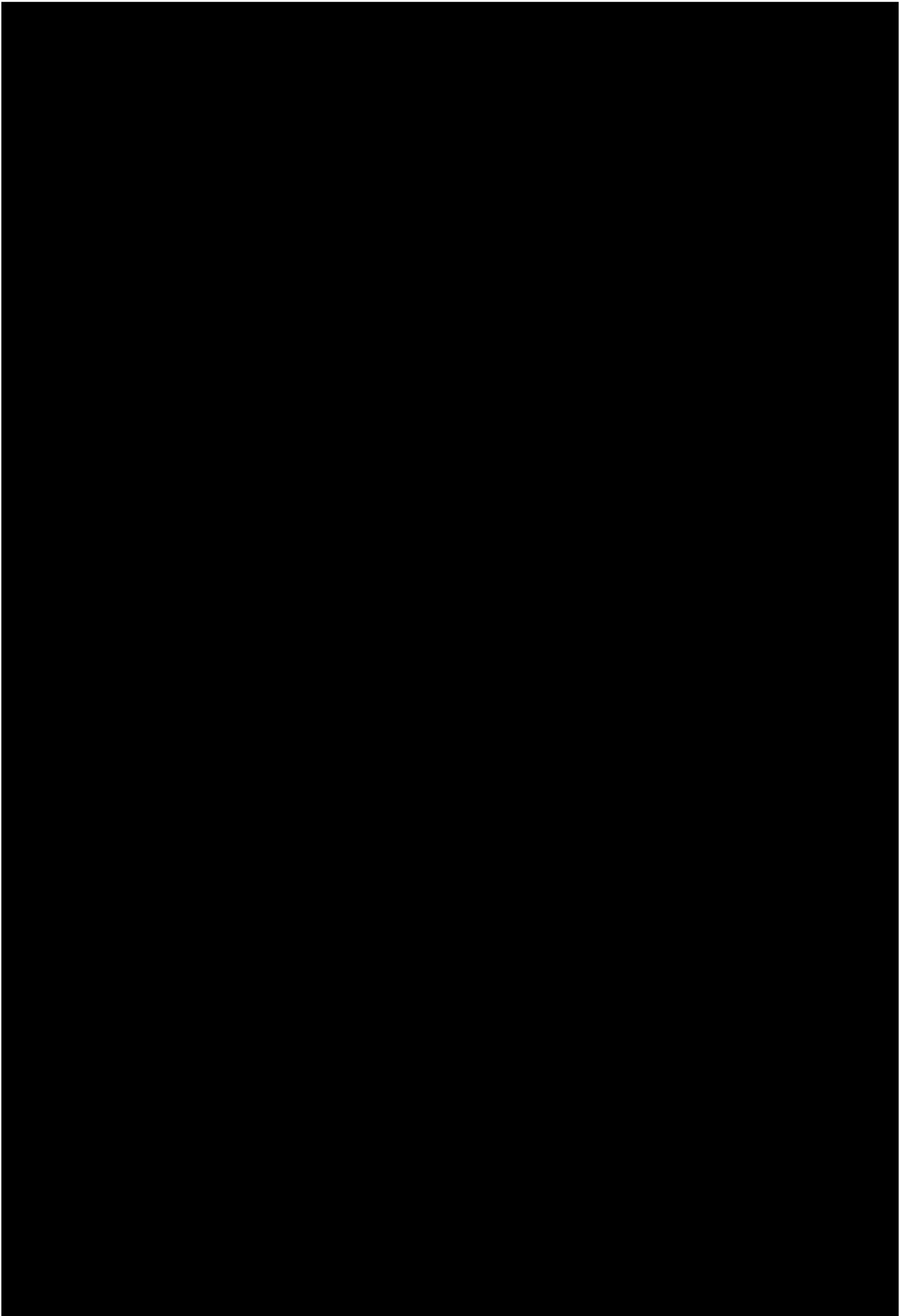
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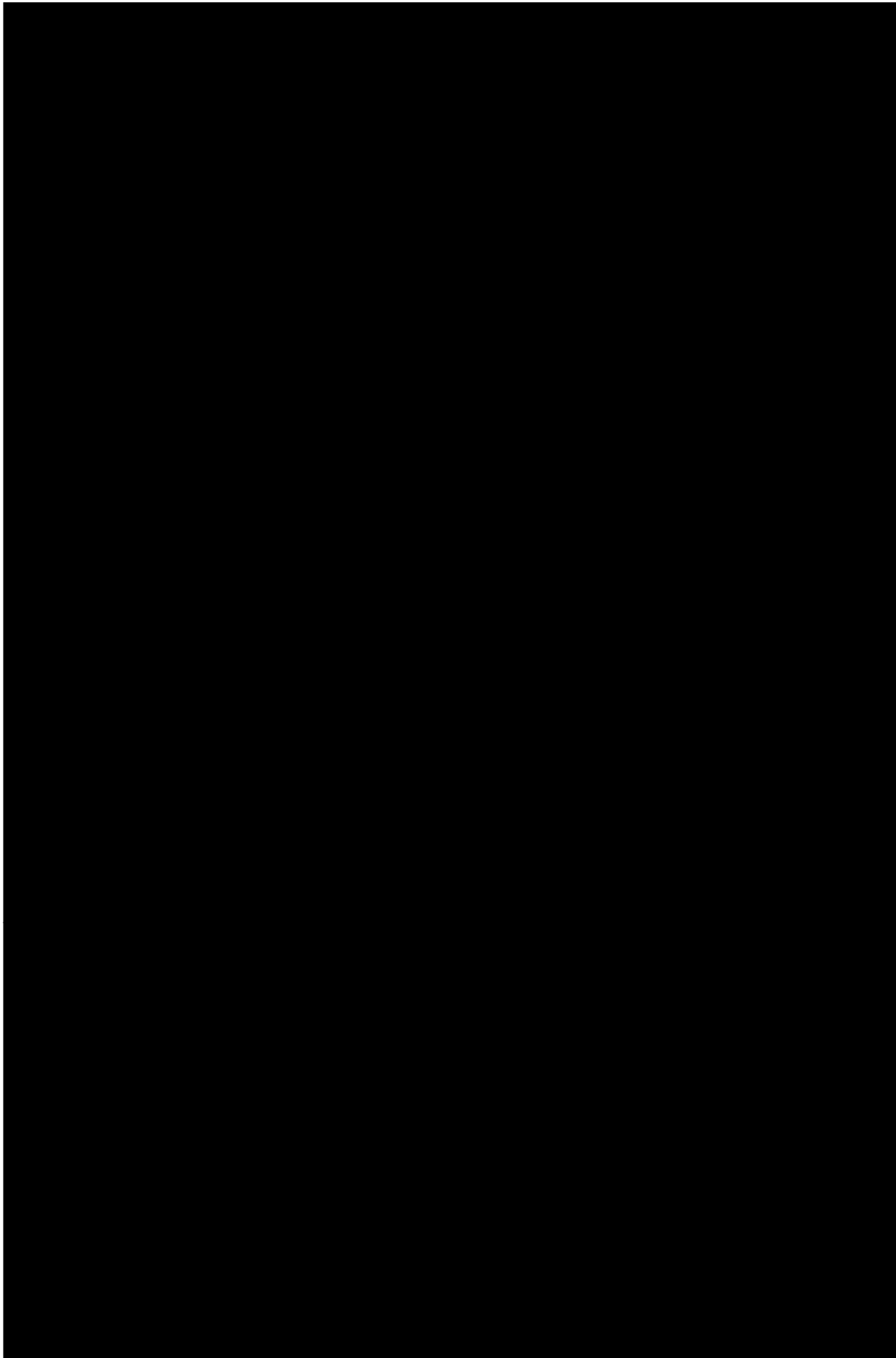
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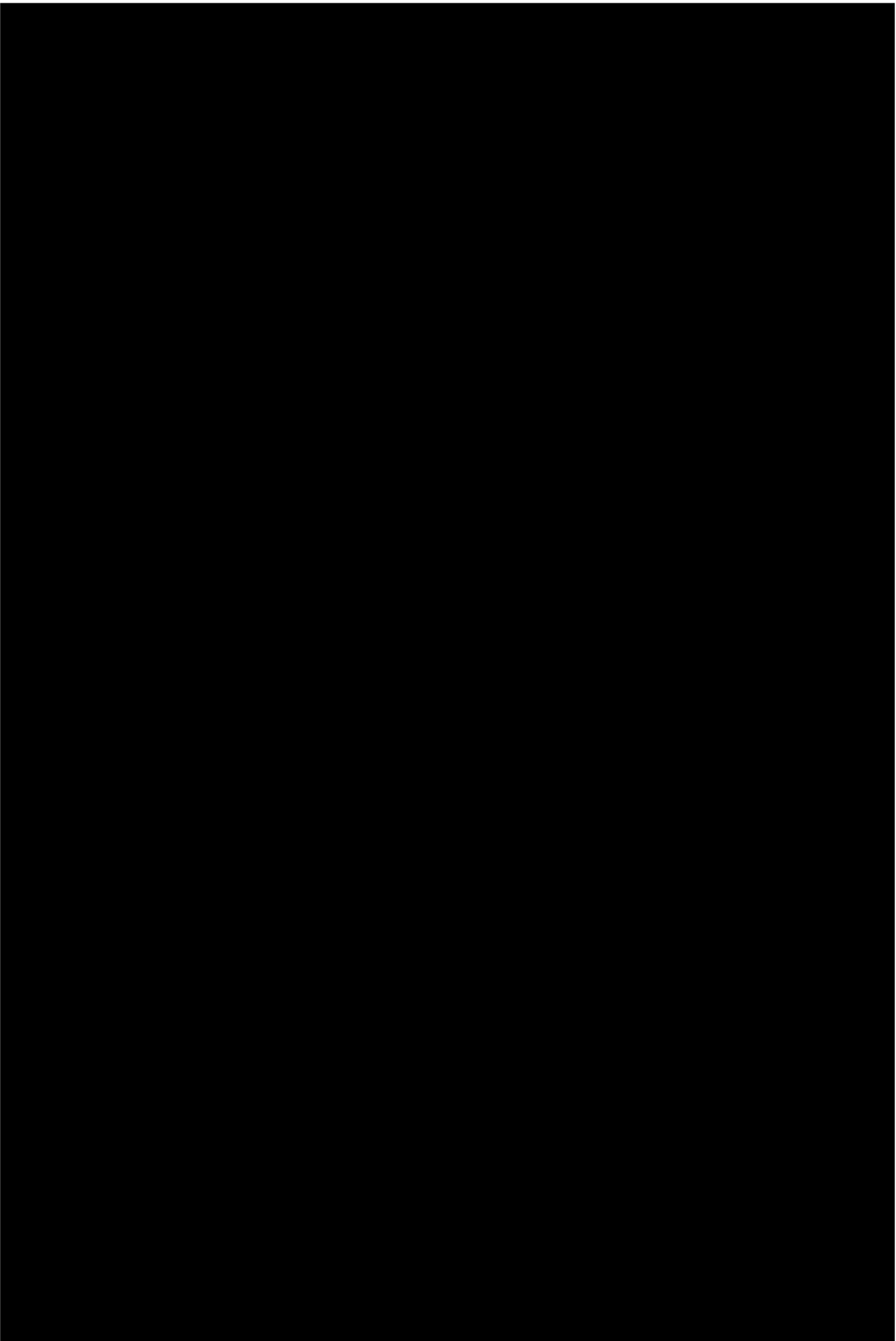


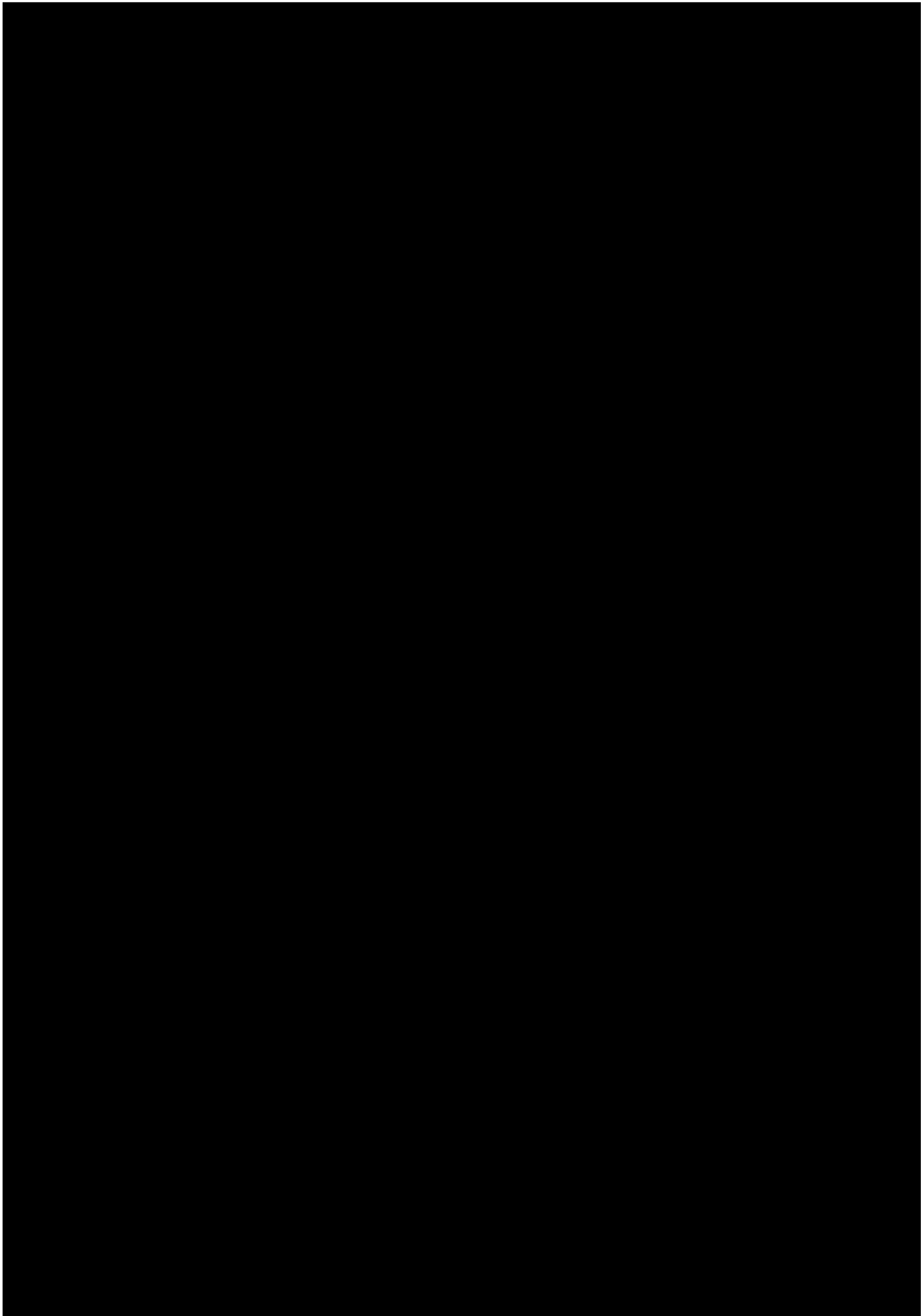
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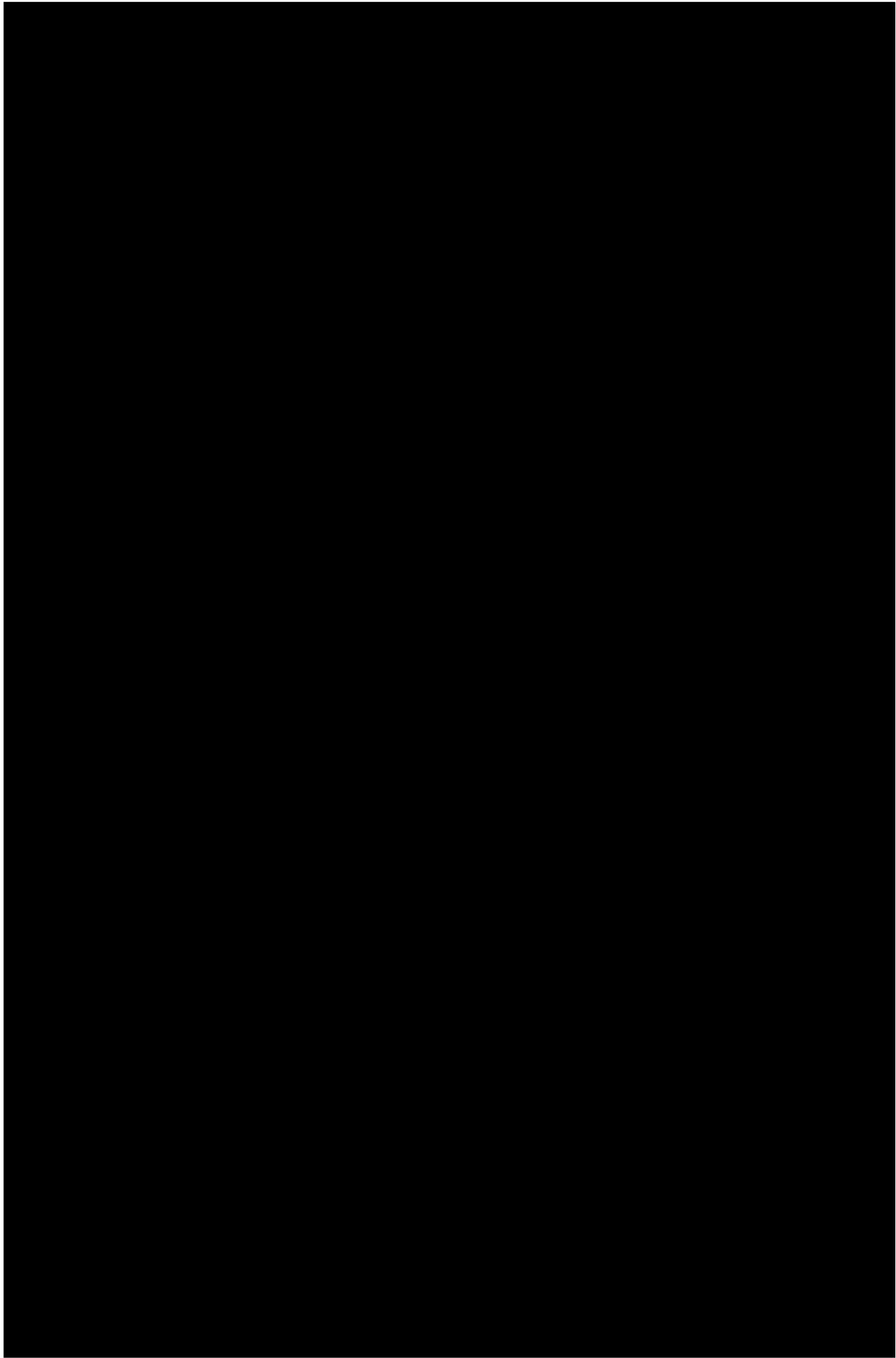
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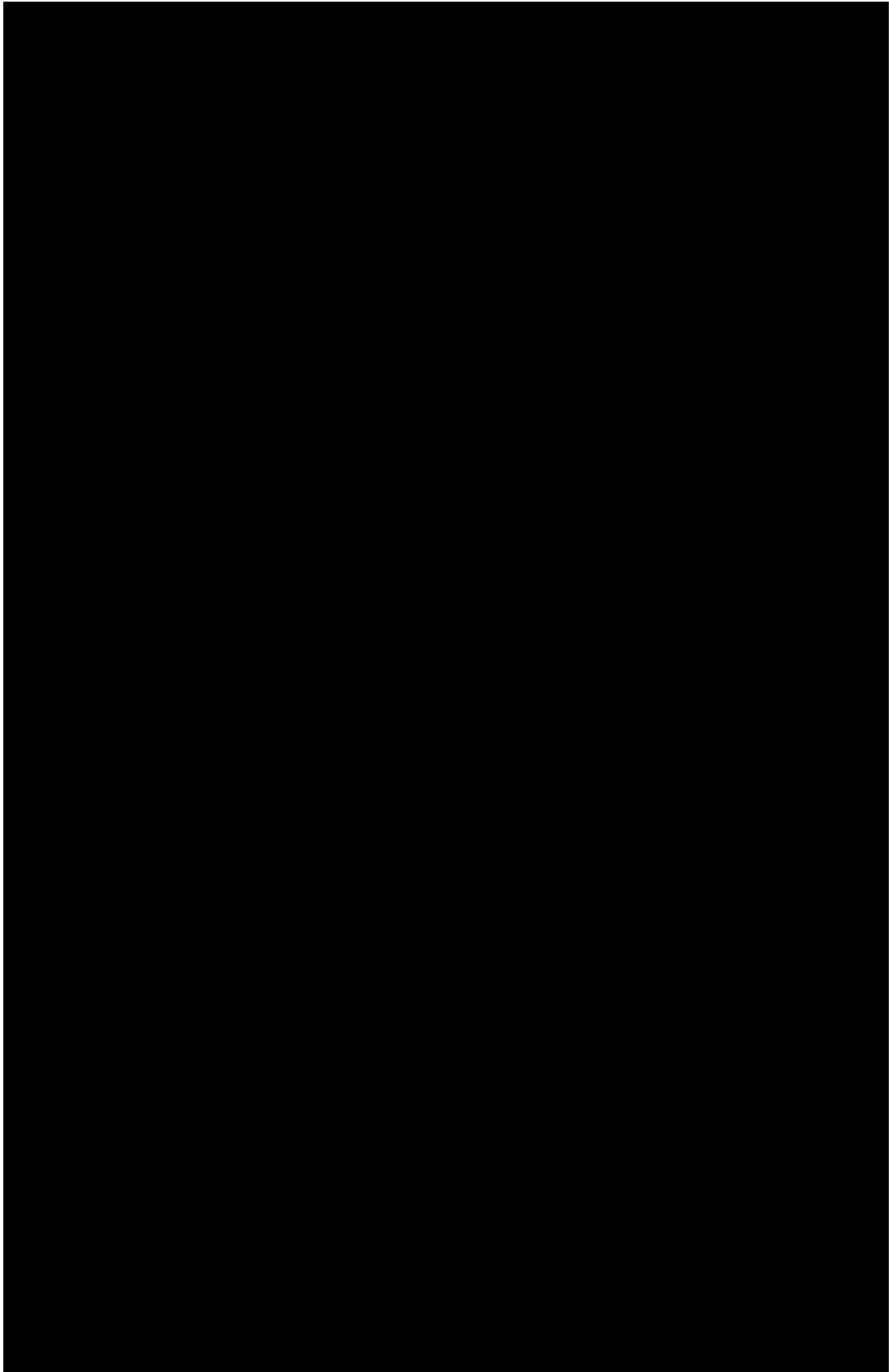




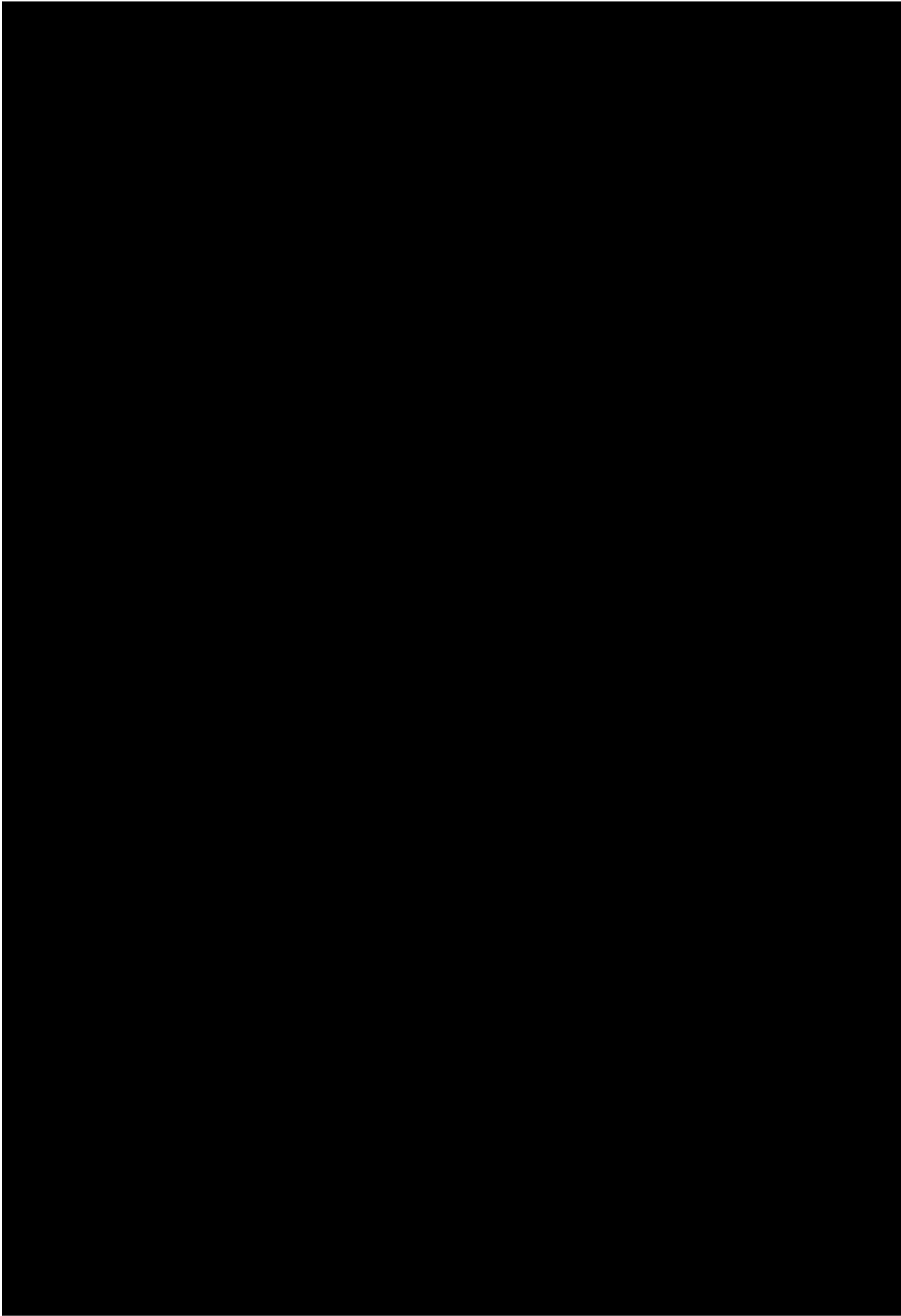
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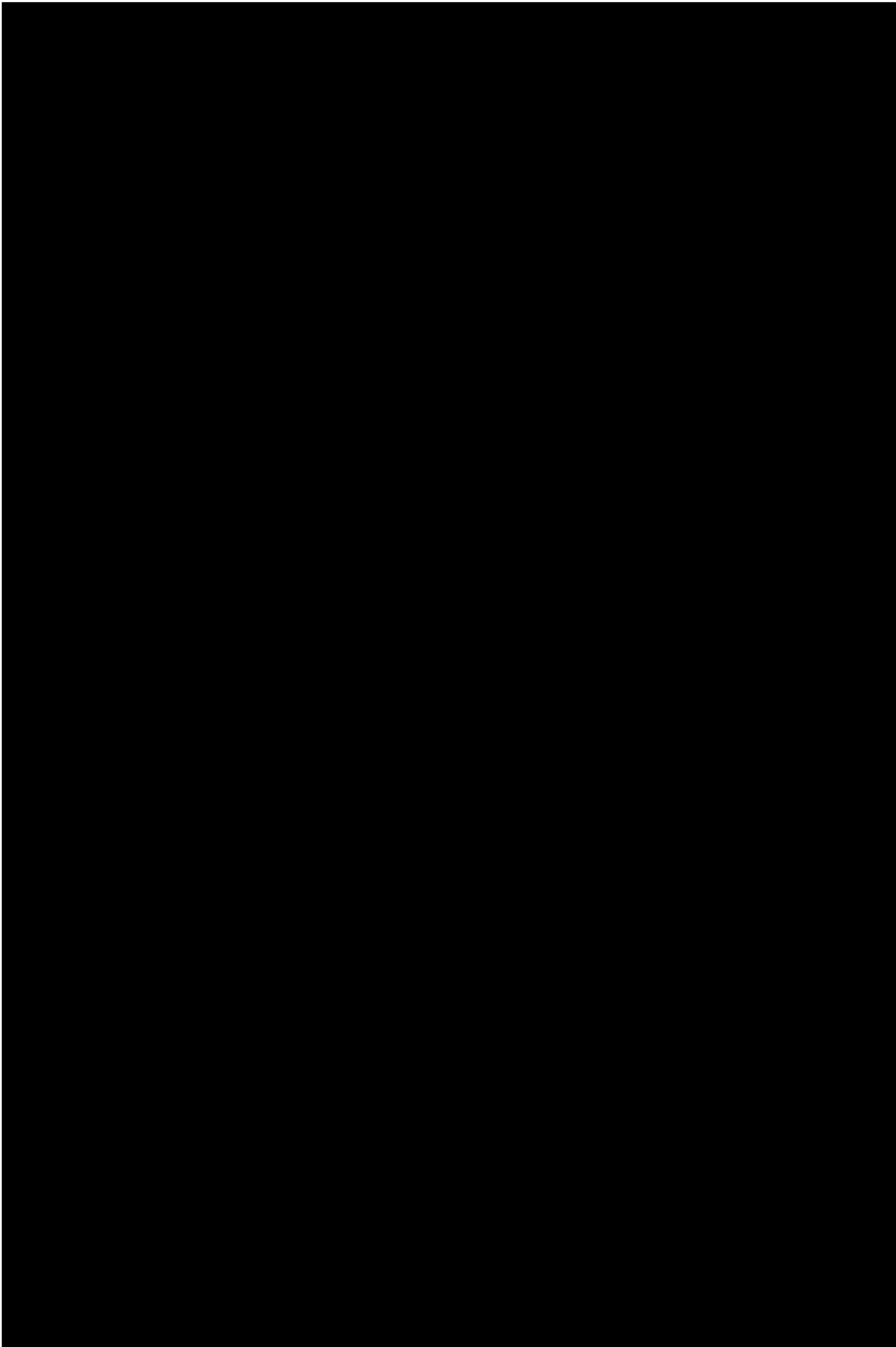
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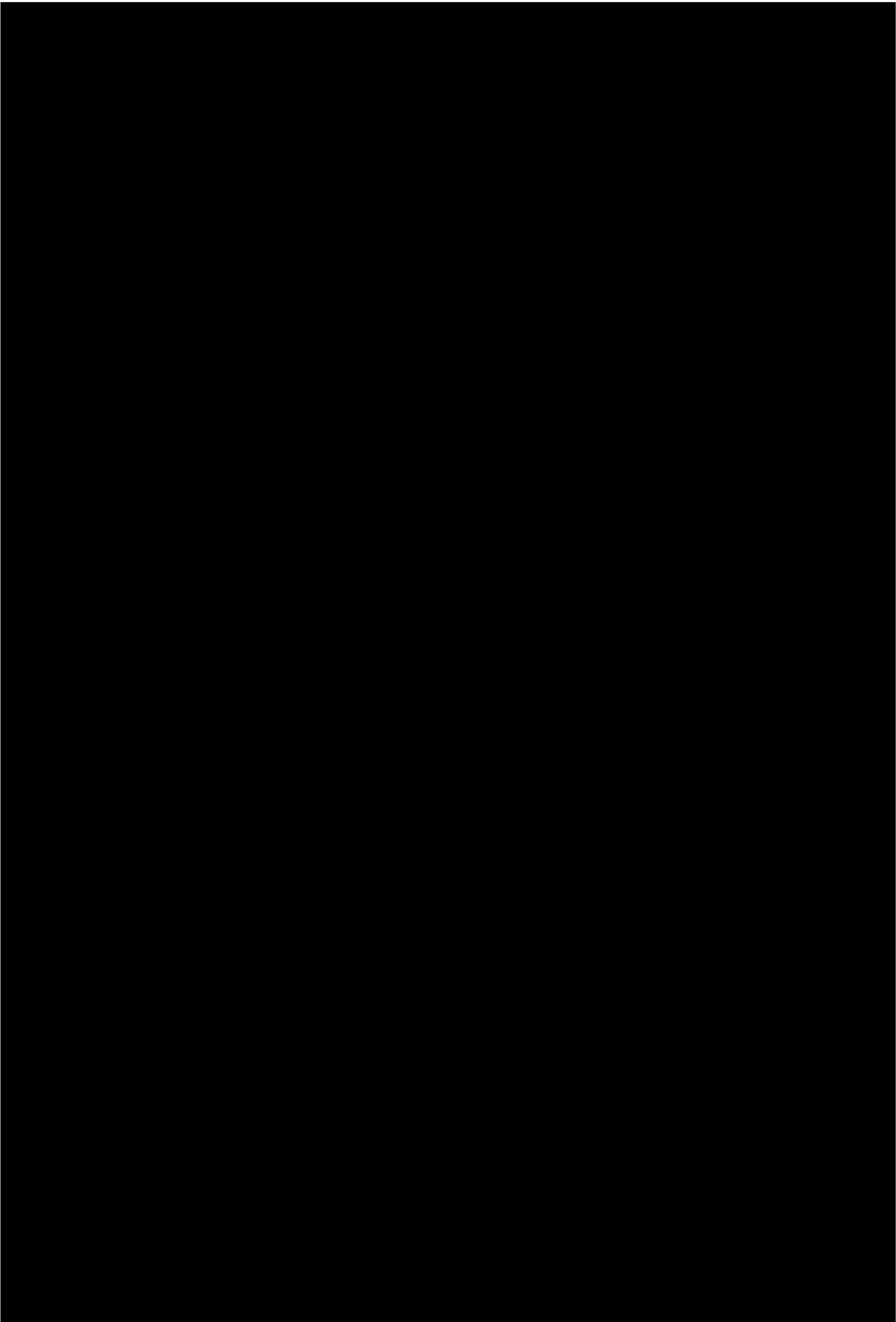
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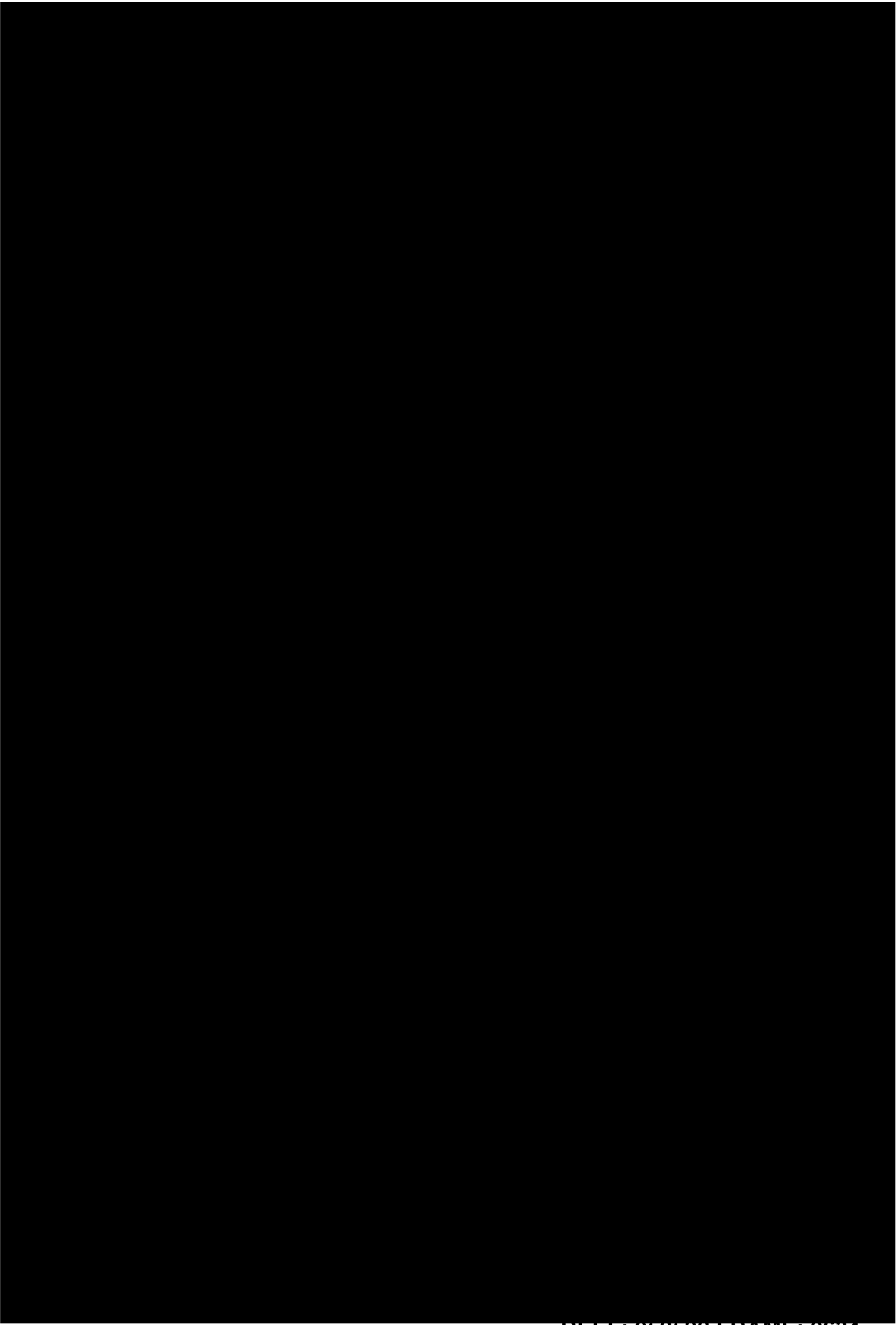
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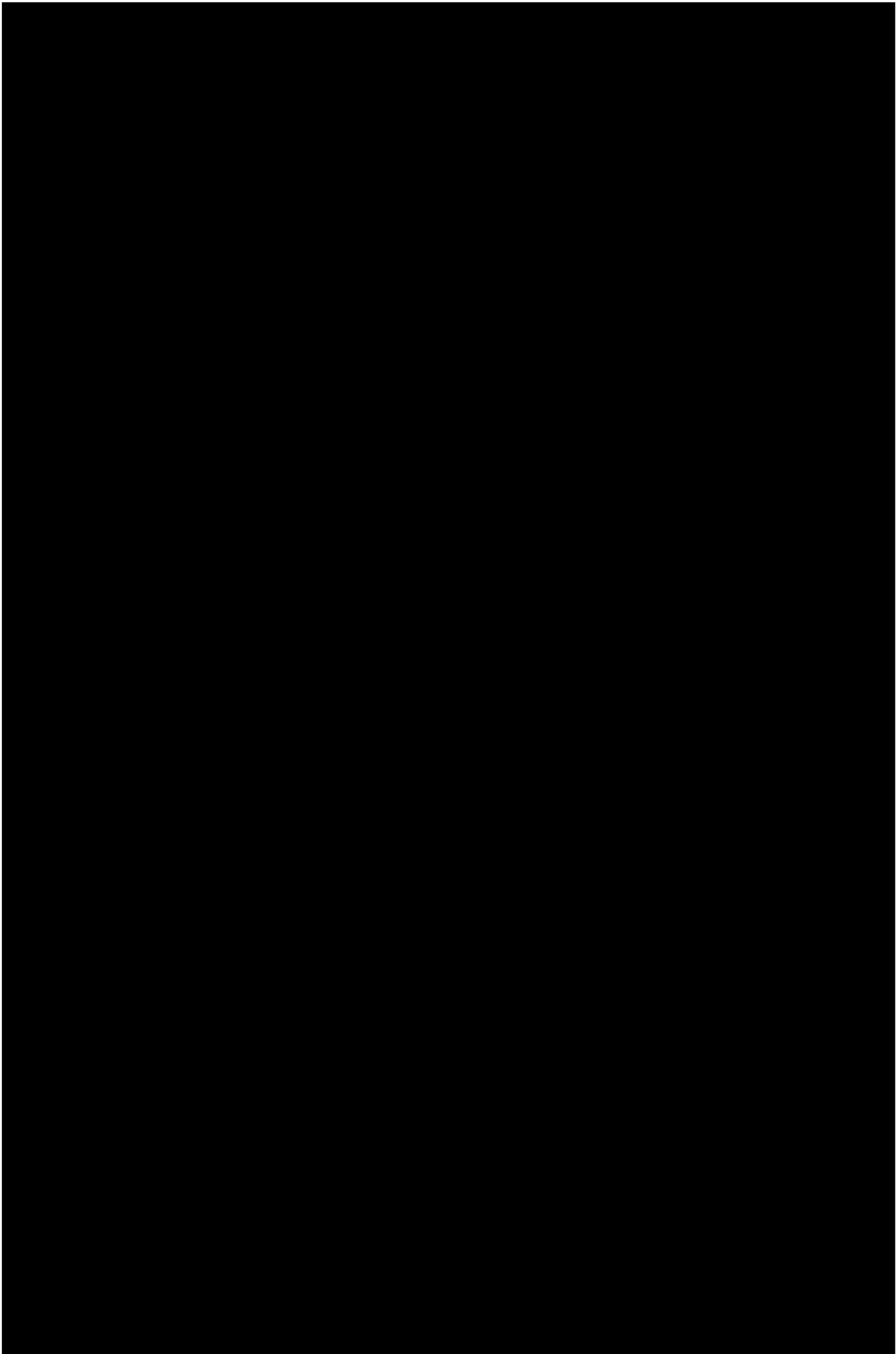
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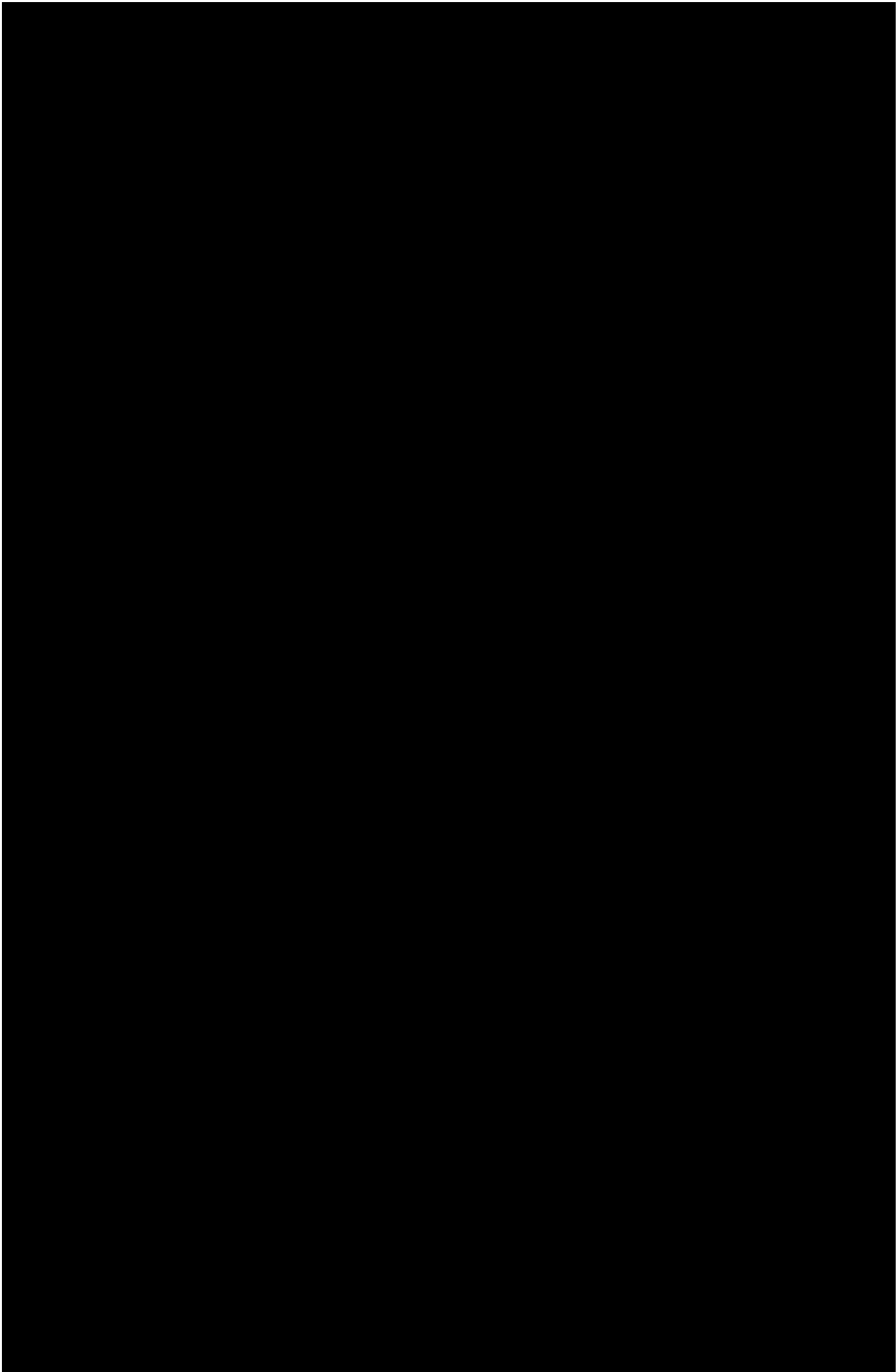


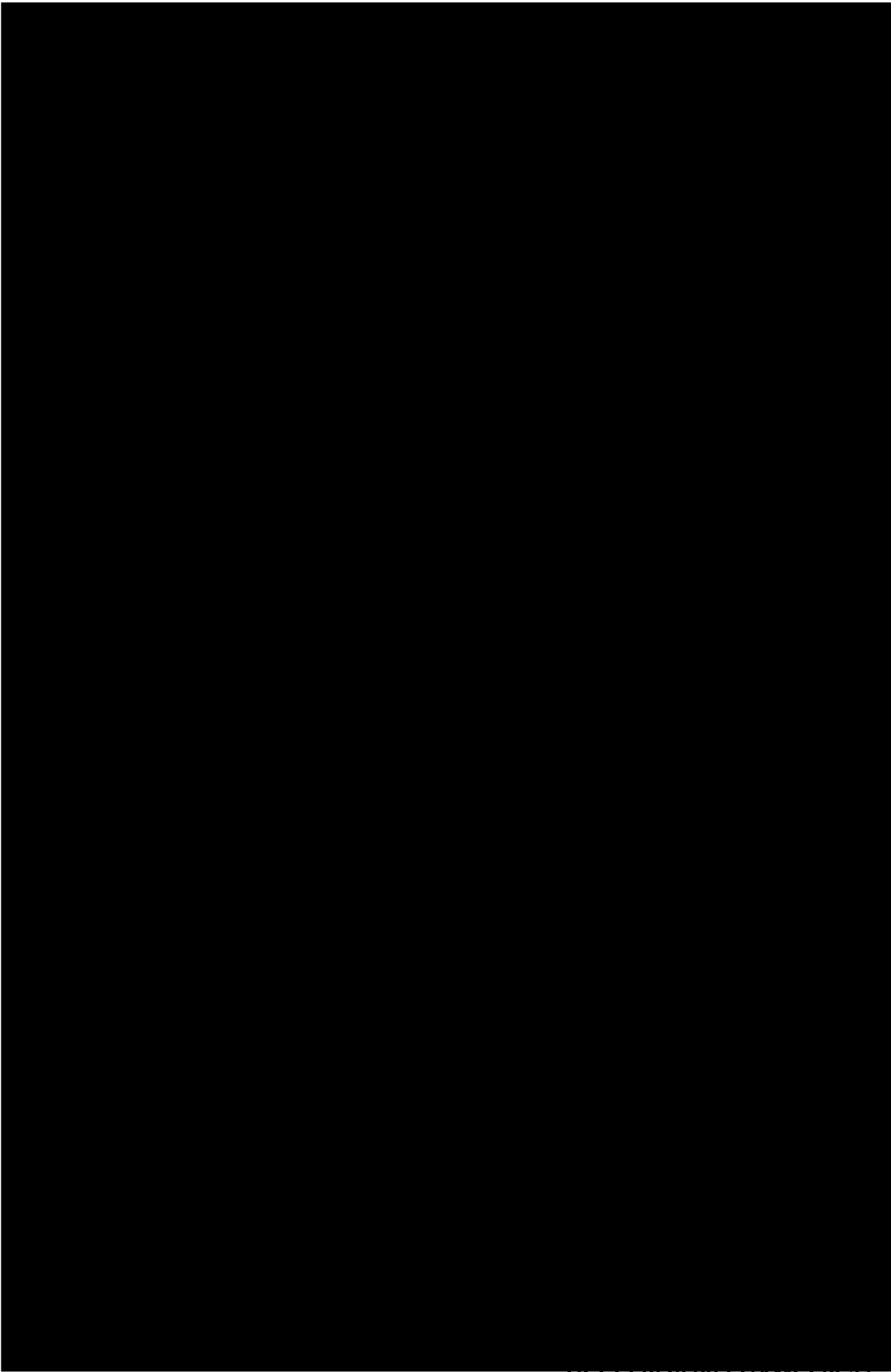
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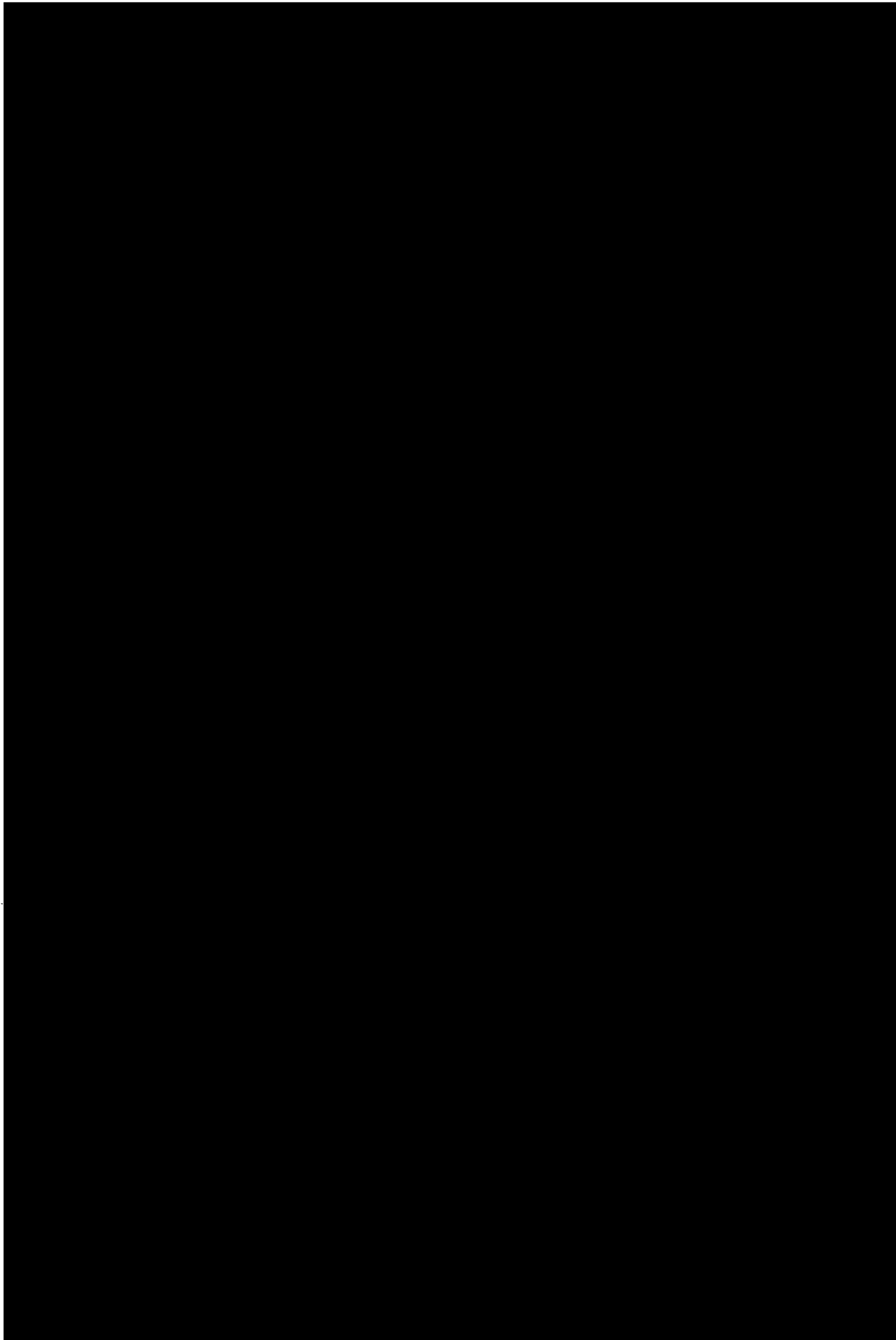
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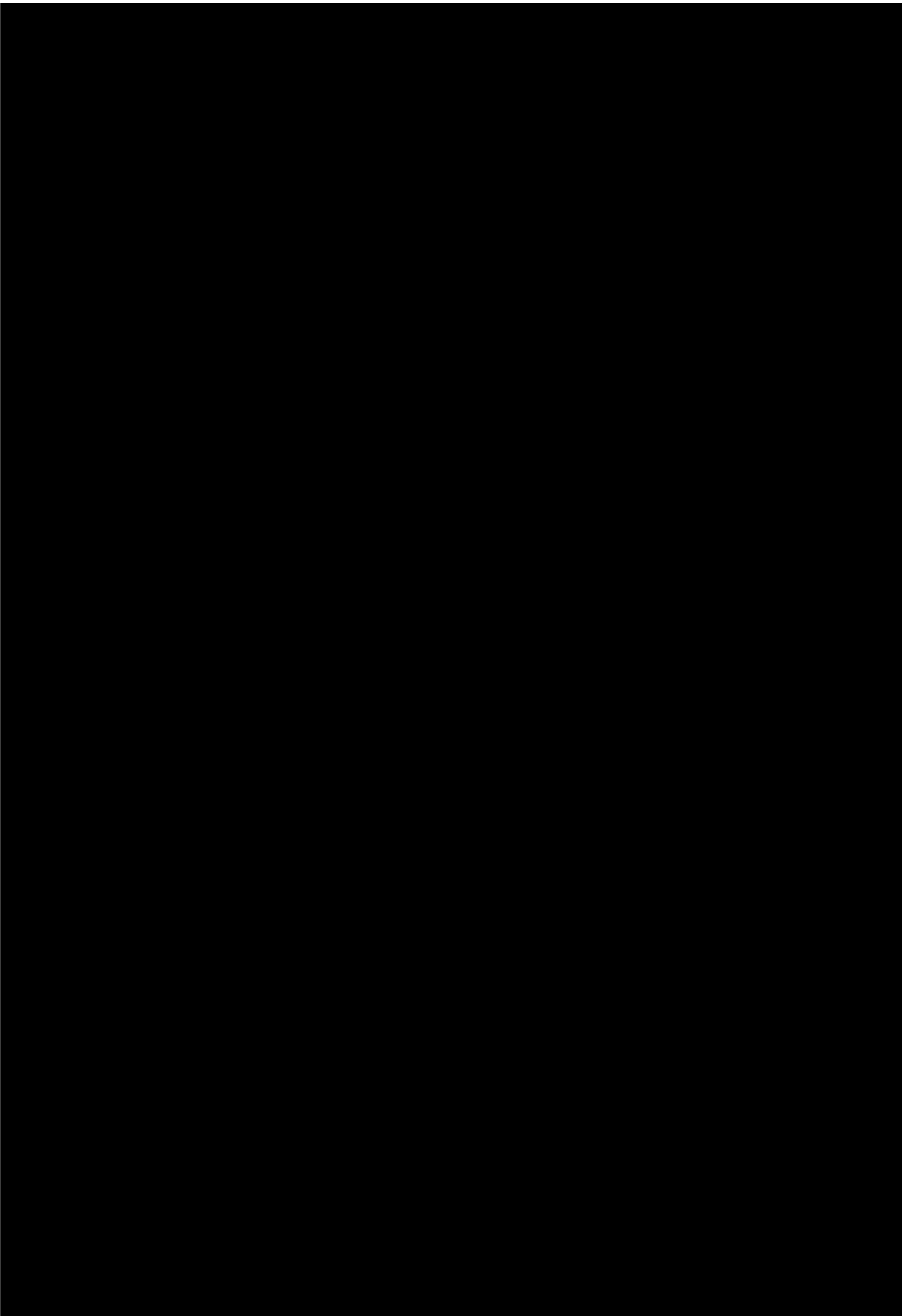


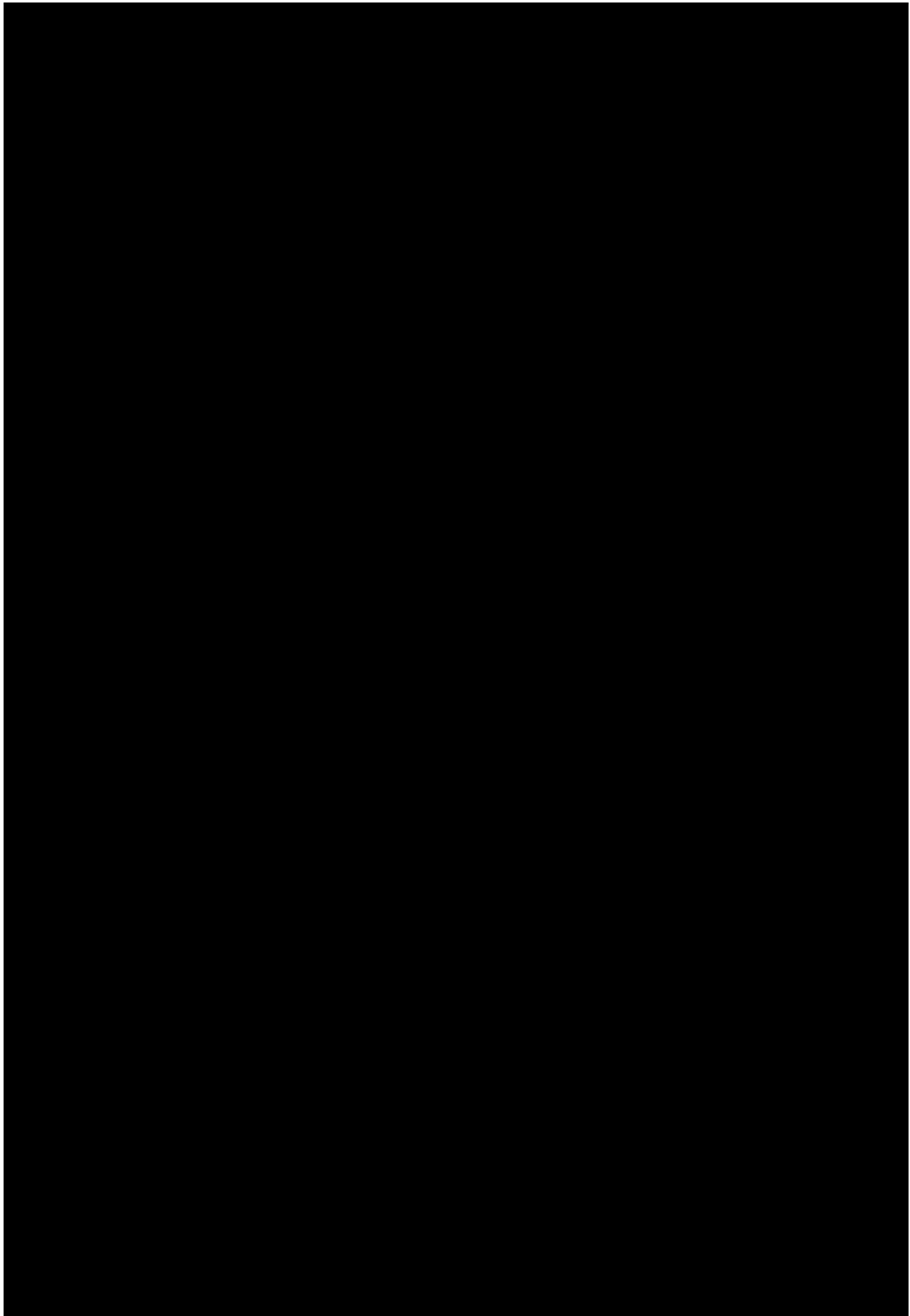


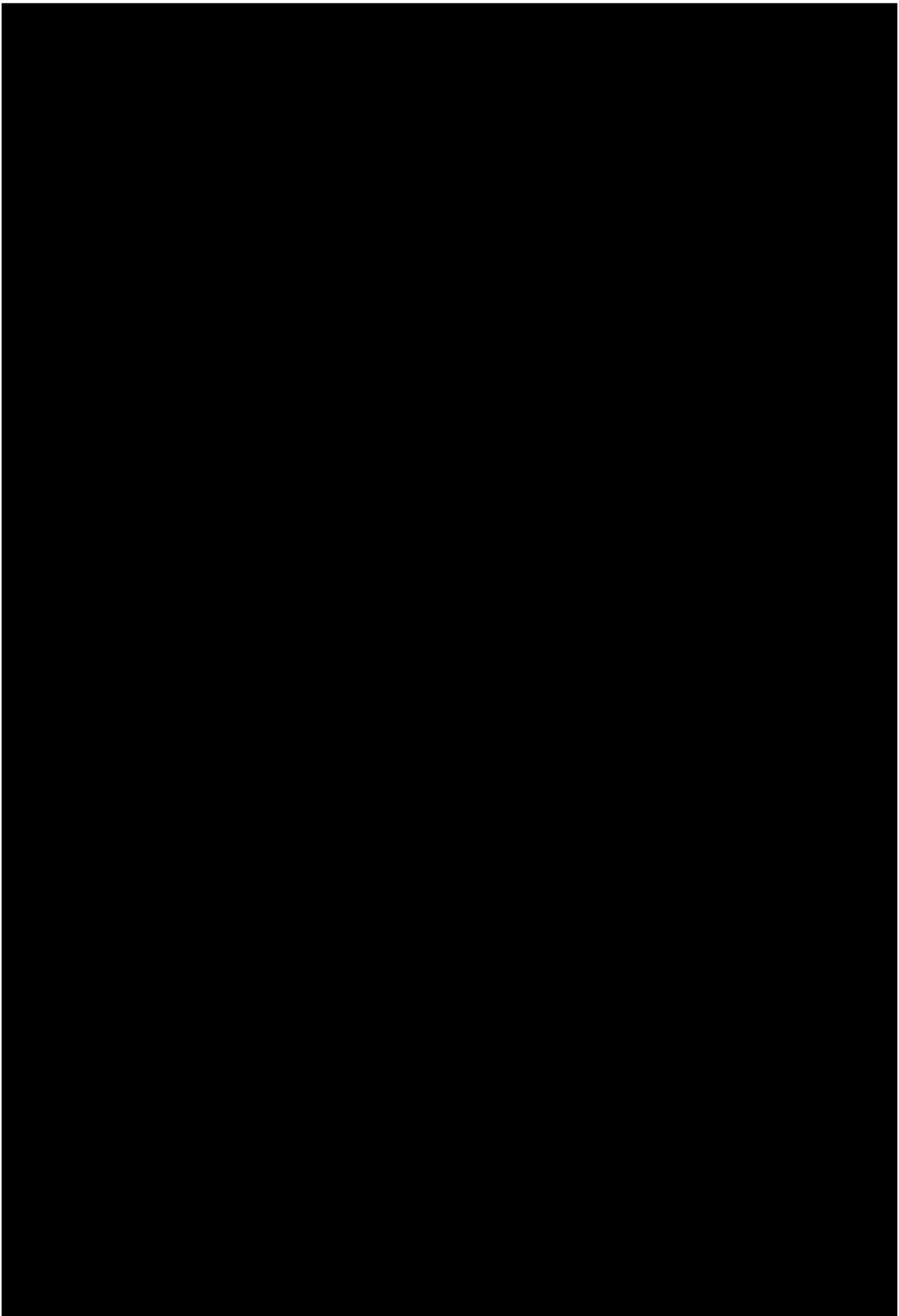


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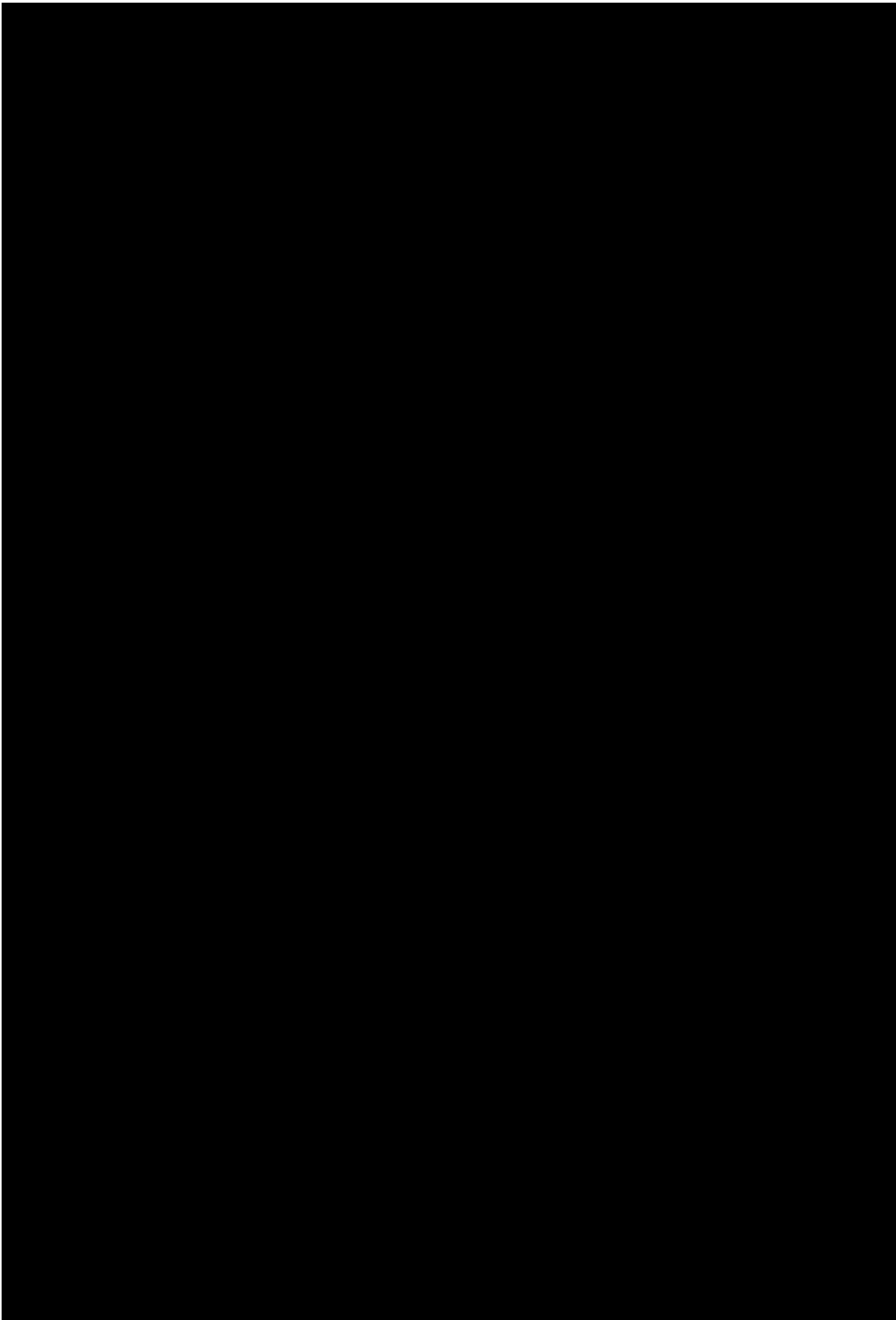






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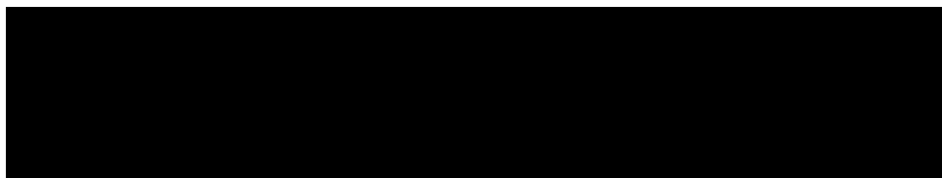


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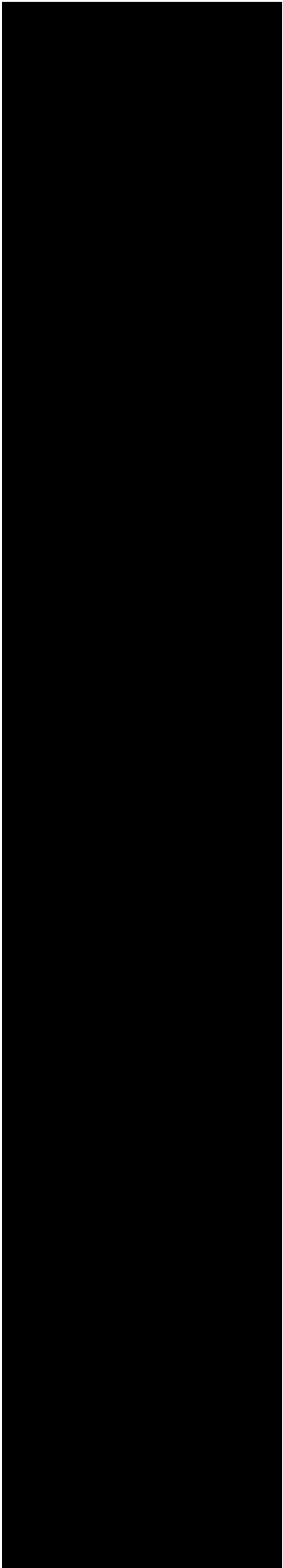


Exhibit 5.9(a)

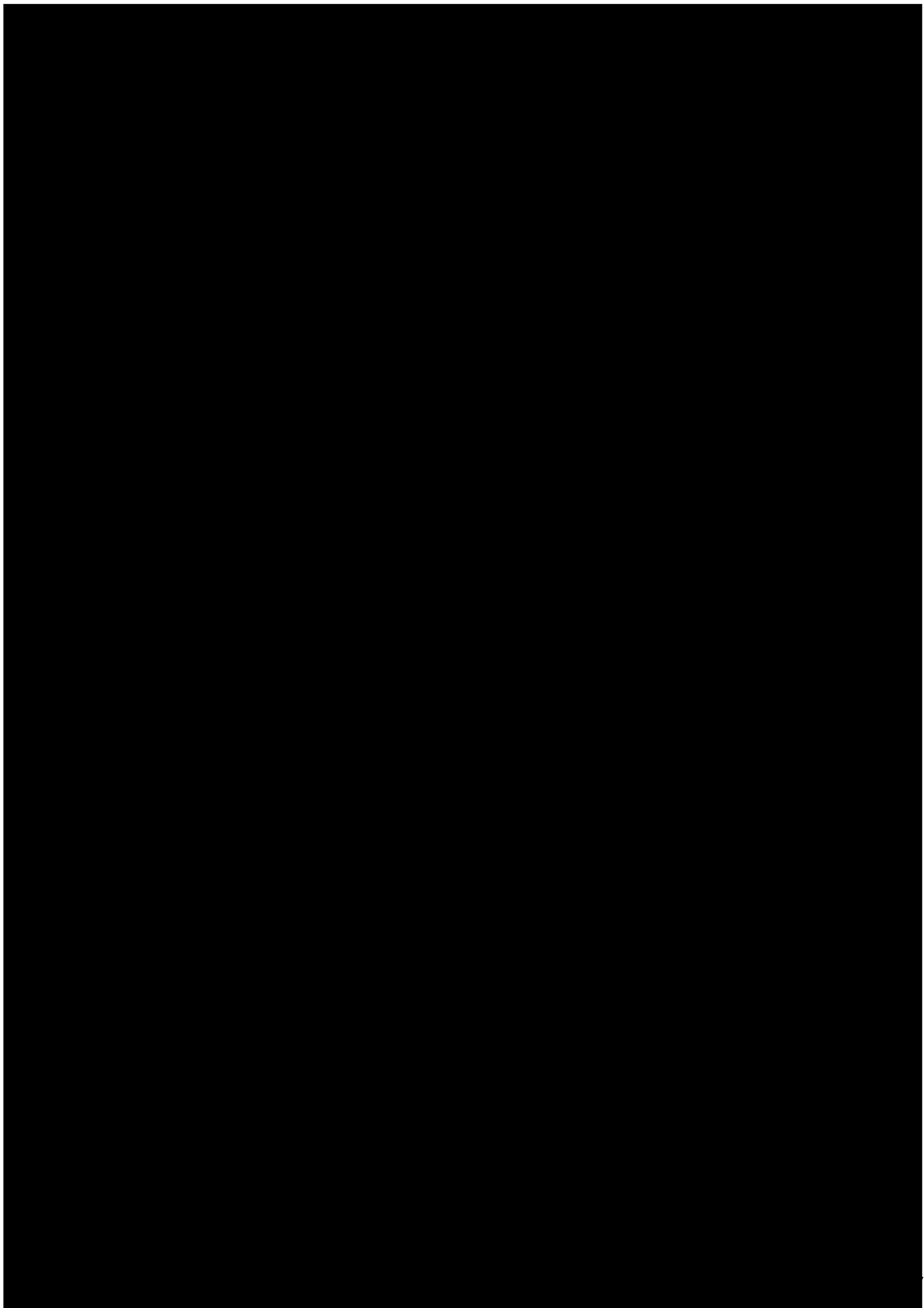
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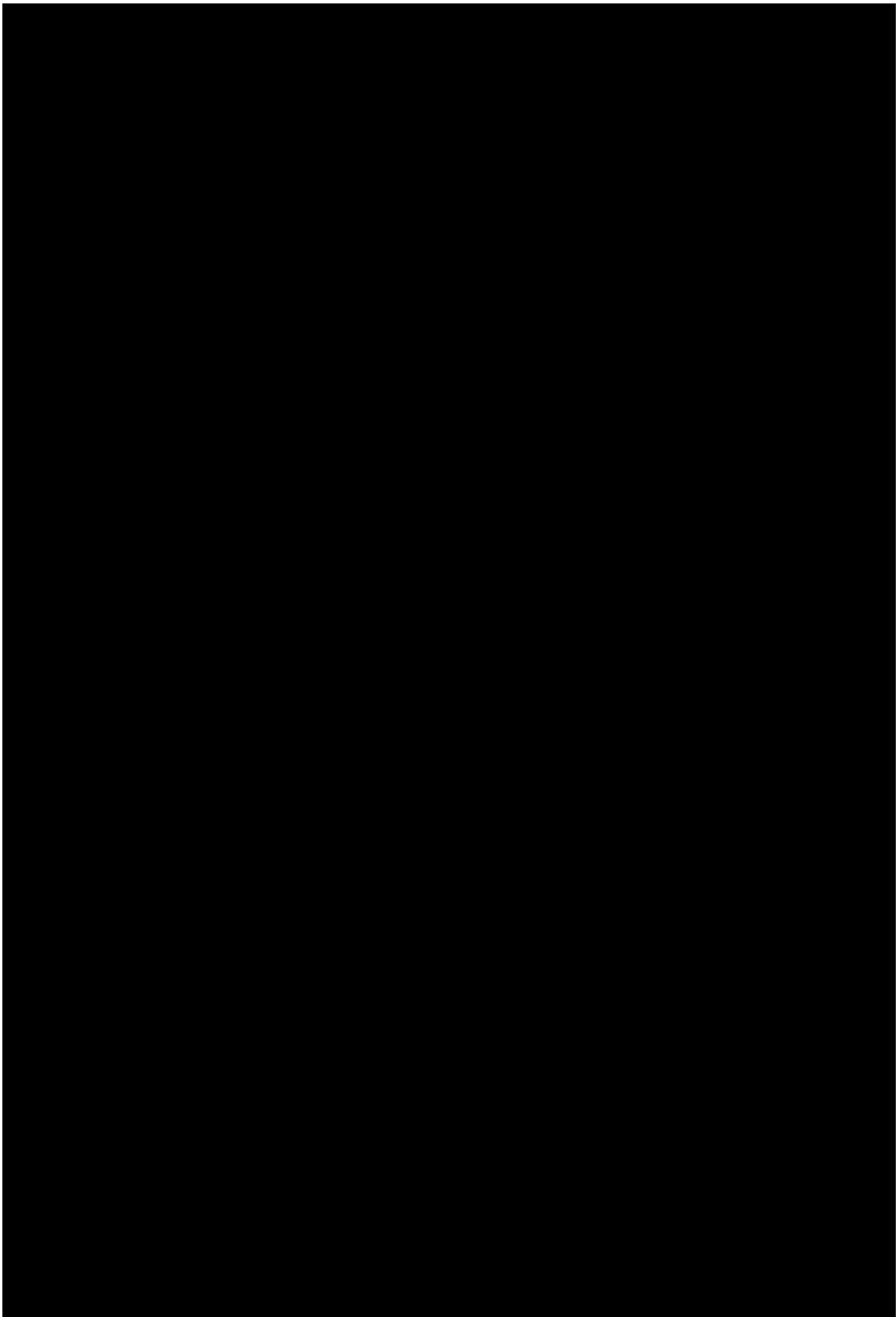
Übersicht über Patente, Schutzrechte, Marken, Gutachten

Art des Schutzrechts	Schutz für	Bezeichnung	Anmeldung in folgenden Ländern	Date of Registration	Aktenzeichen	Aktueller Status	Mittelfelds Anlagen
Patentfamilie	optiYlizer	Appliance and Method for Evaluation and Assessment of a Test Strip	Deutschland		DE 10 2008 058 132.1	Erteilung im September 2014	
			International	14.11.2008	WO 2010/054645		
			Europa		EP2356433	Erteilt	VI_A2_EP2356433_Erteilung_optiYlizer.pdf
			Hong Kong		HK 12102722.2	Zurück	
Patent	optiYlizer	Vorrichtung zur optischen Analyse eines Teststreifens	USA	16.11.2009	US 8,348,388	erteilt	VI_A_3_US8648980_Patent_optiYlizer.pdf
			Deutschland	25.02.2013	DE 10 2013 301 883.8	erteilt	VI_A_4_Urkunde-PatentDE102013101888.pdf
			International	13.08.2014	WO 2015024553	erster Prüfungsbescheid	
			Deutschland		DE 10 2014 012 434.7	erster Prüfungsbescheid vom Juli 2017, Ansprüche wurden noch präsentiert	
Patentfamilie	Cube	Vorrichtung zur digitalen Ablesung von Schnelltests	China		CN 201450057533.4	erster Prüfungsbescheid im Jan. 2013	VI_A_5_Option2_CN_P8.pdf
			USA		US 2016/0302190A1	erster Prüfungsbescheid im Juli 2017	VI_A_6_US2016020219A1_Veröffentlichung_Cube.pdf
			Europa		EP 14 790 402.5	Prüfung der Ansprüche	
			Deutschland	20.08.2013	20 2013 007 536.8	erteilt	VI_A_7_GWI/Kunde_2020133007536_Cube_DE.pdf
Gebrauchsmuster	Cube	Vorrichtung zur digitalen Ablesung für Schnittstellen	Europa		GSM 002308007-0001	erteilt	VI_A_8_GSM 002308007-001.pdf
			Europa	12.09.2013	GSM 002308007-0001	erteilt	VI_A_9_GSM 002308007-002.pdf
			Europa		GSM 002308007-0002	erteilt	VI_A_10_Registrierung_Wort-Bild-Marke_3021073005-.pdf
			Deutschland	24.04.2011	30 2010 073 005	erteilt	VI_A_11_Registrierung_Wort-Bild-Marke_3021073006-.pdf
Wort-/Bildmarke	Geräteplattform optiYlizer	optiYlizer	Deutschland	14.04.2011	30 2010 073 006	erteilt	VI_A_12_Gutachten zum Patentportfolio August 2015
			Deutschland				
Gutachten des Patentportfolios							

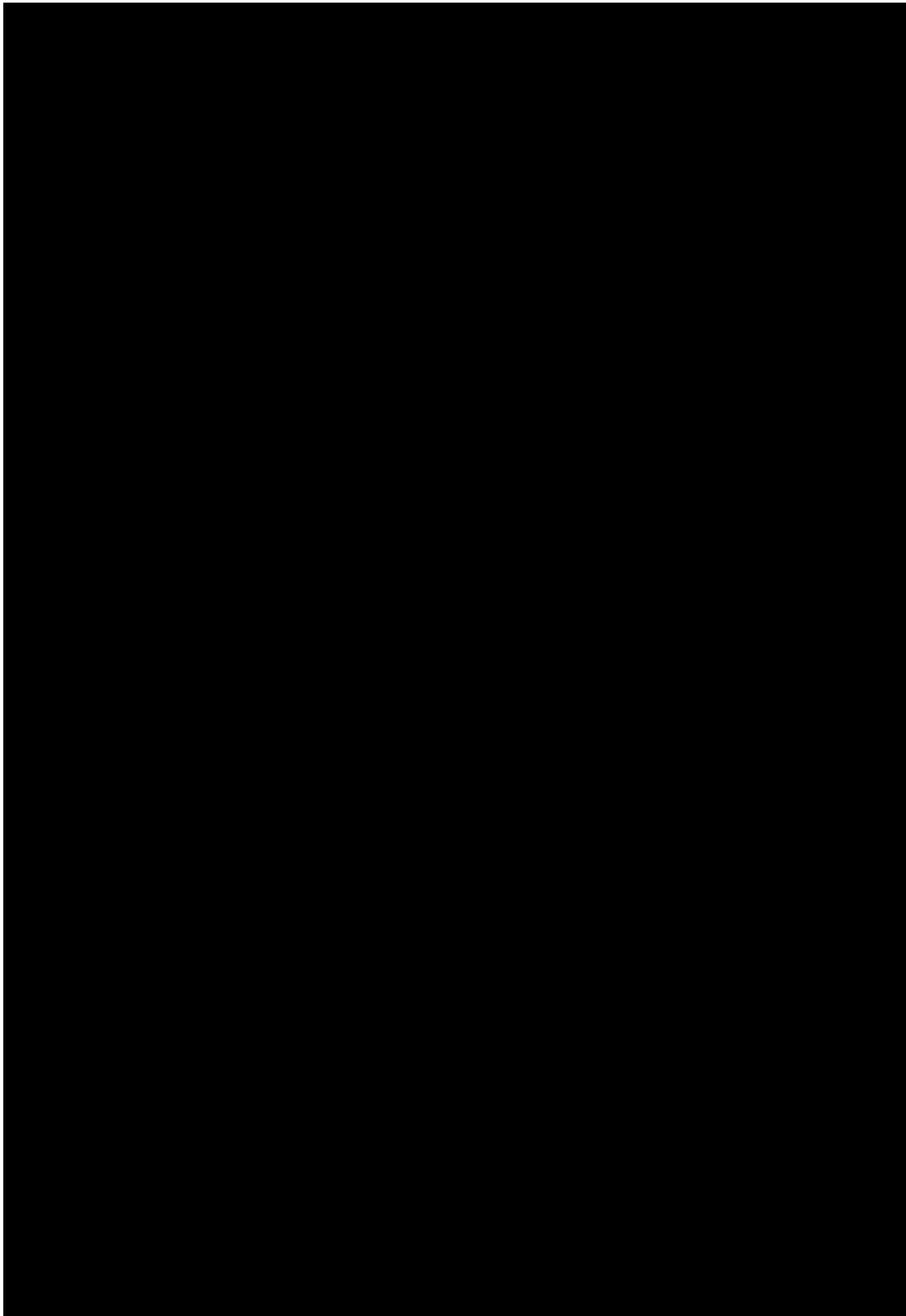


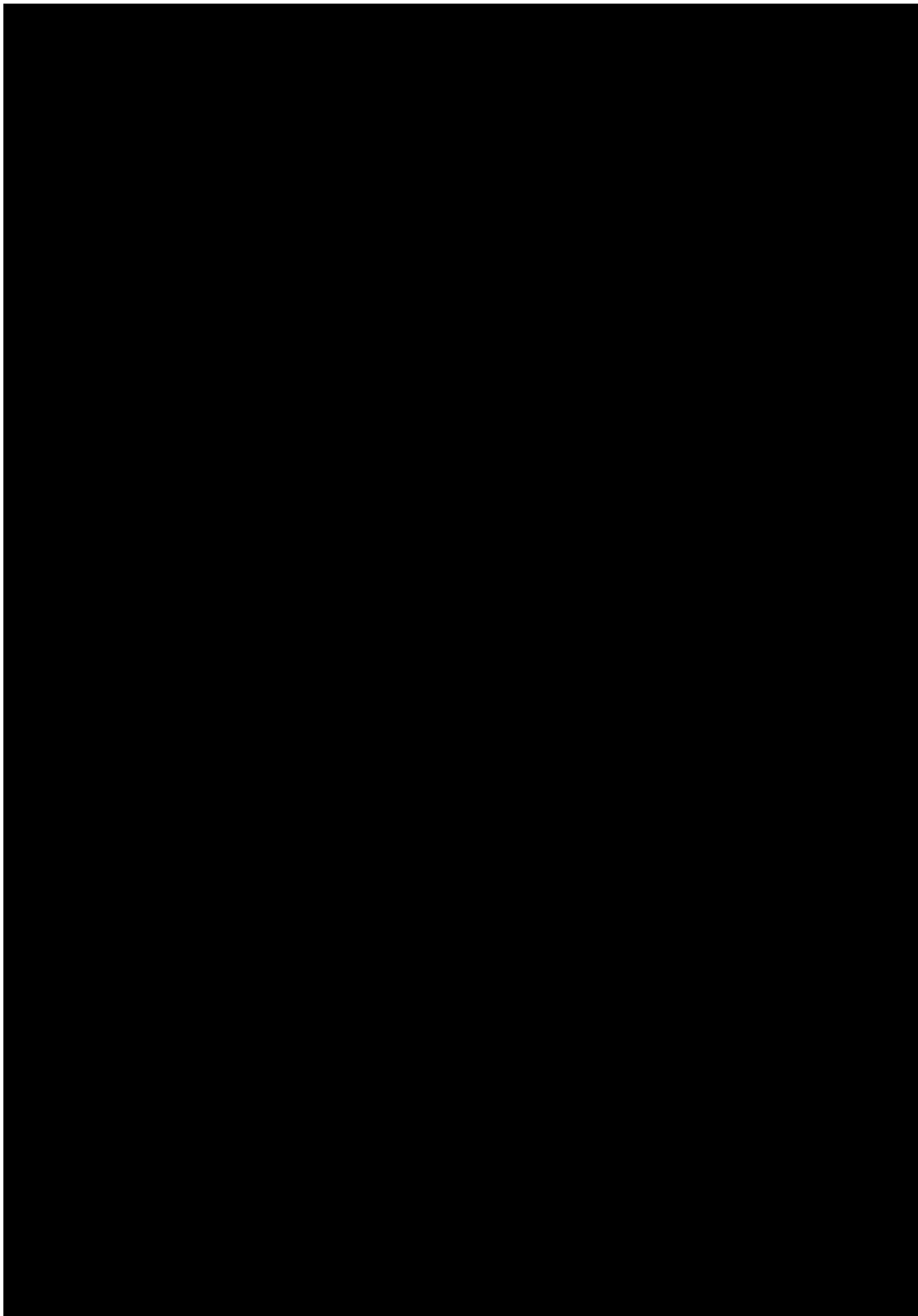




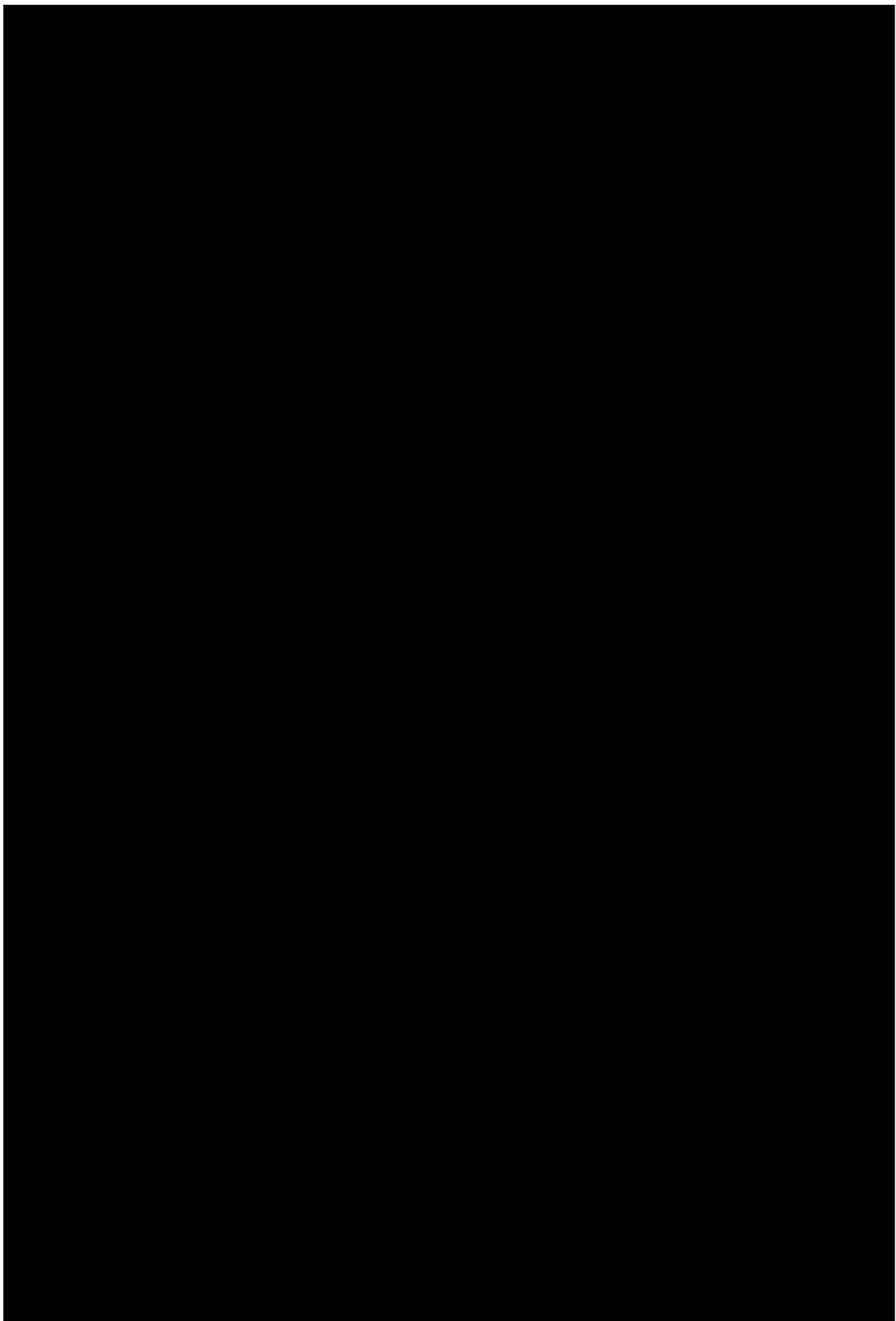


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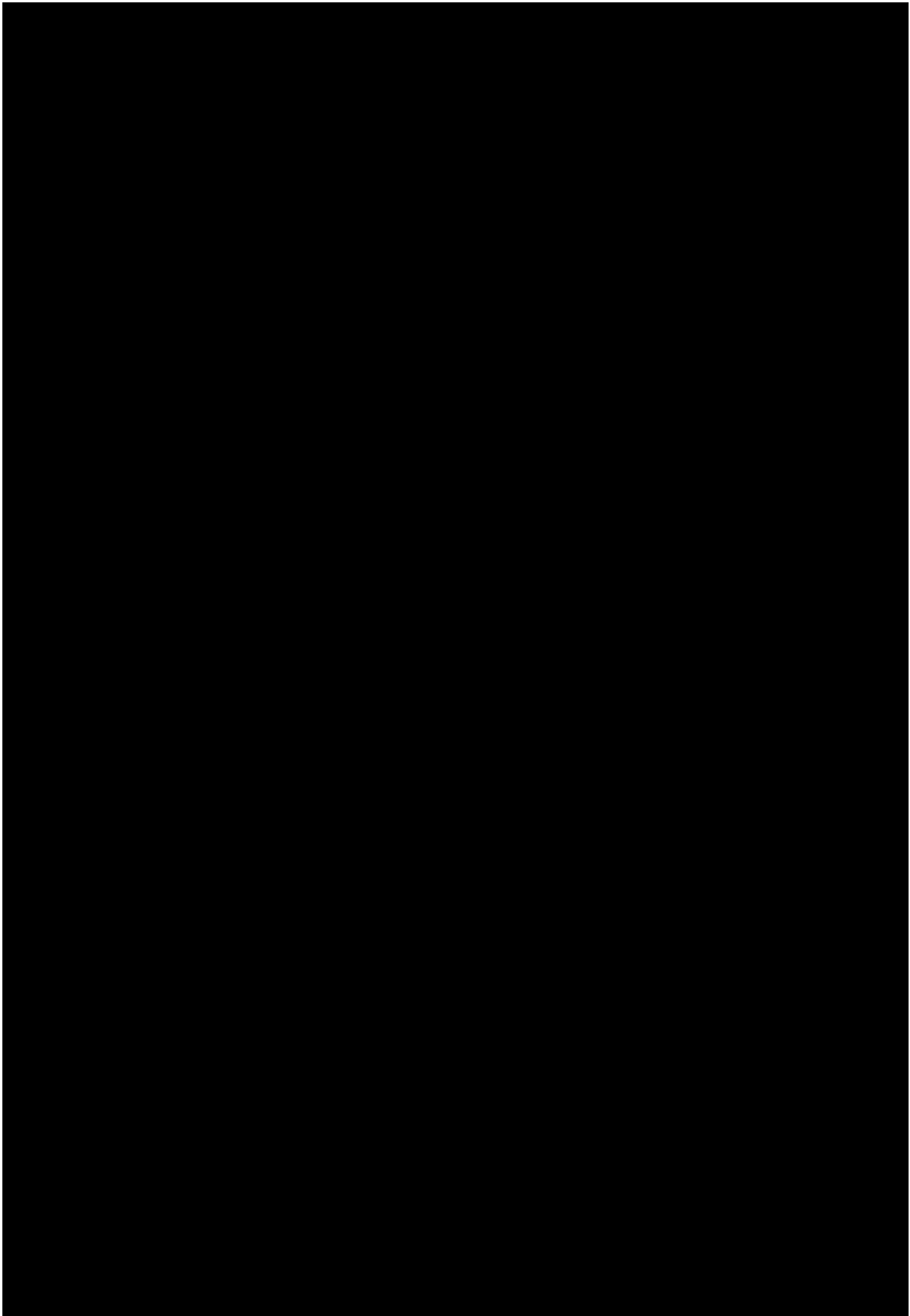




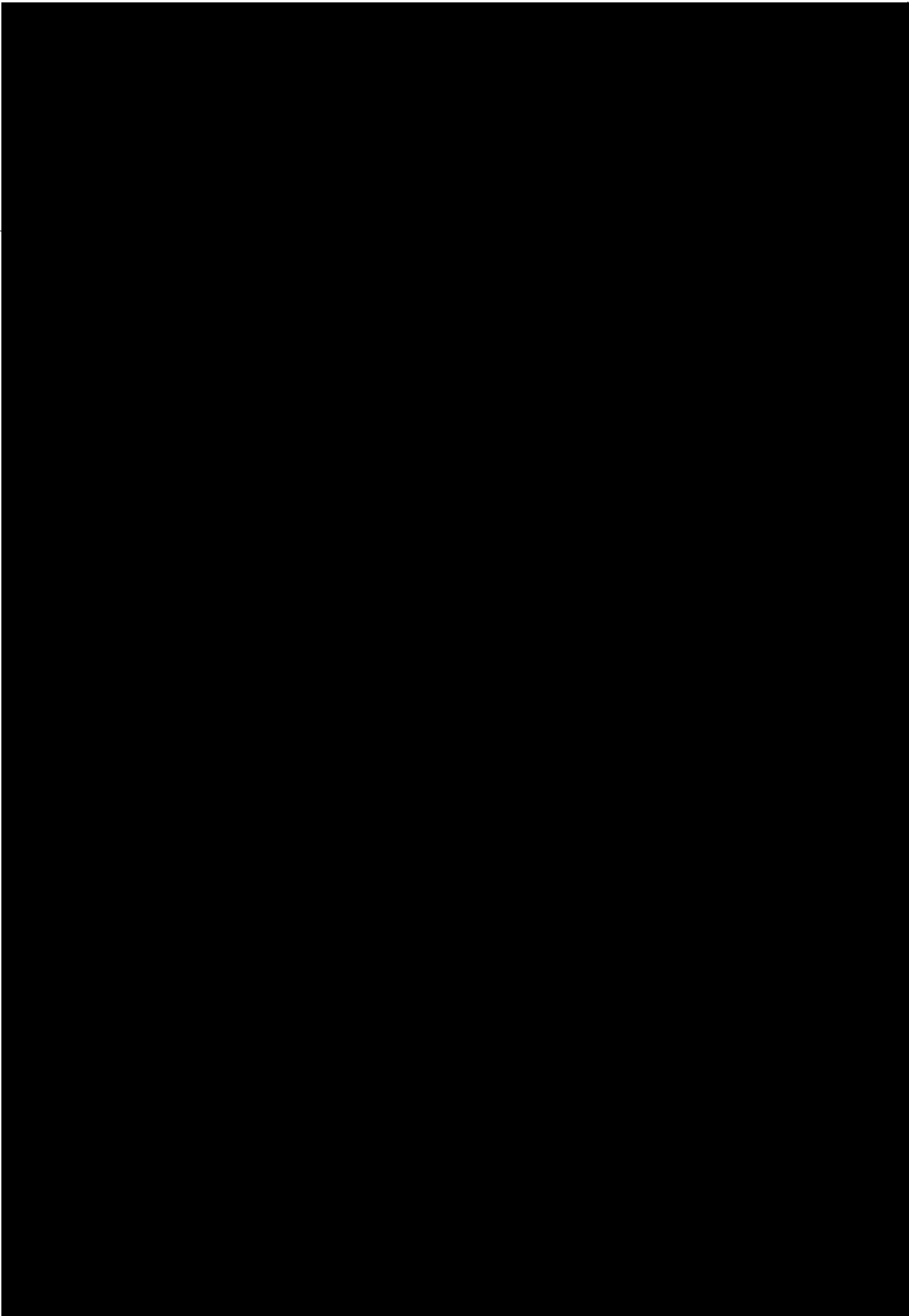
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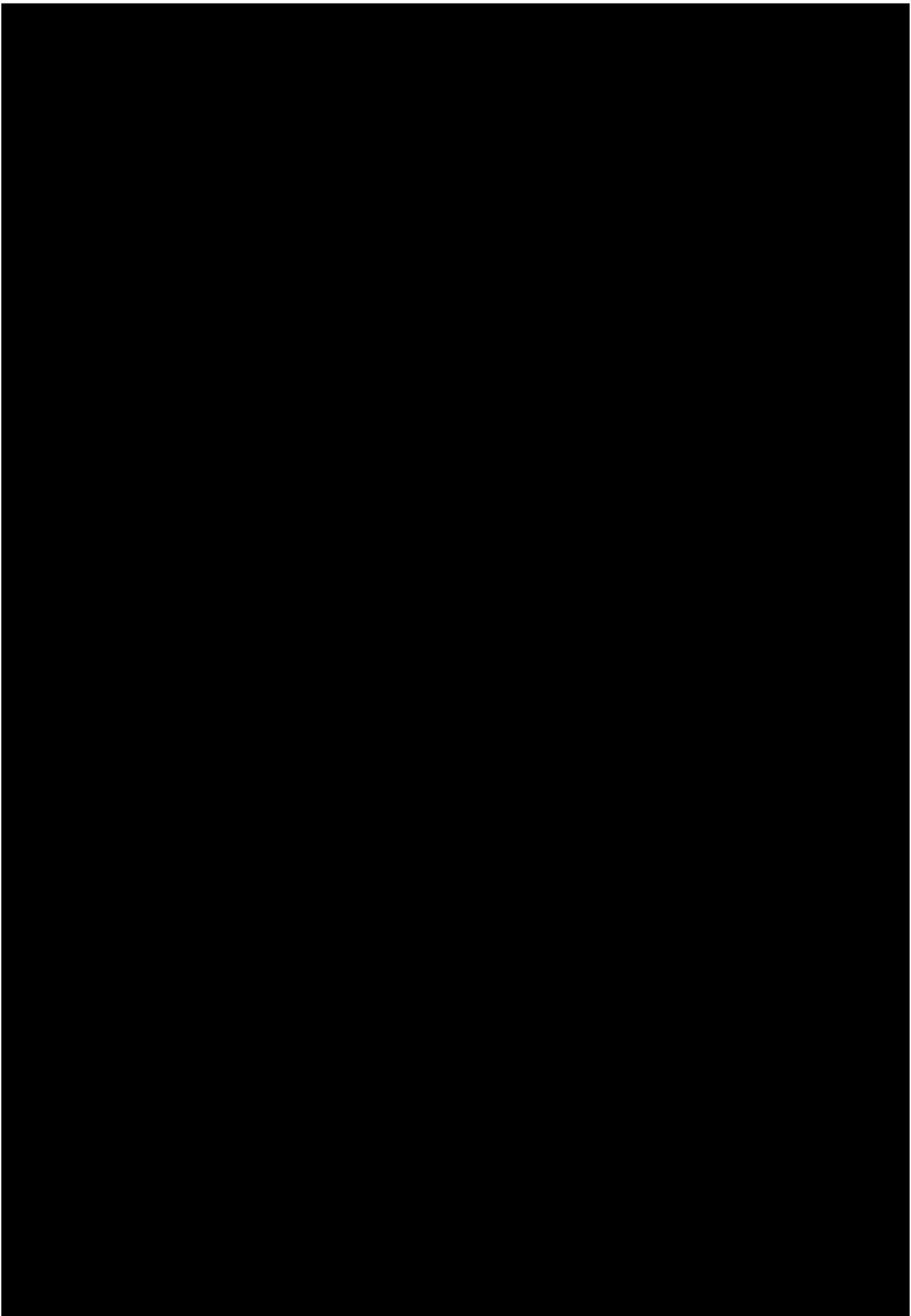
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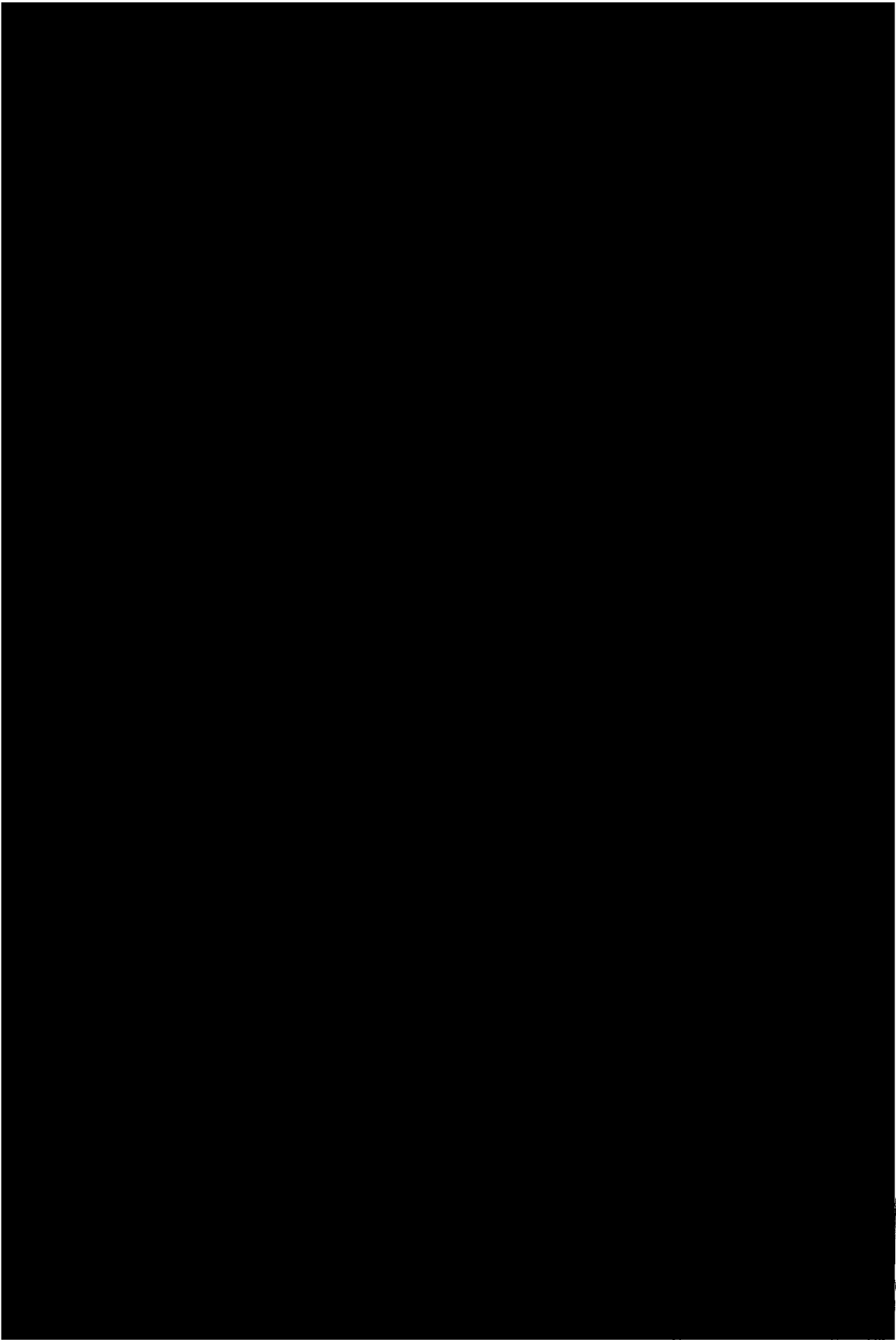


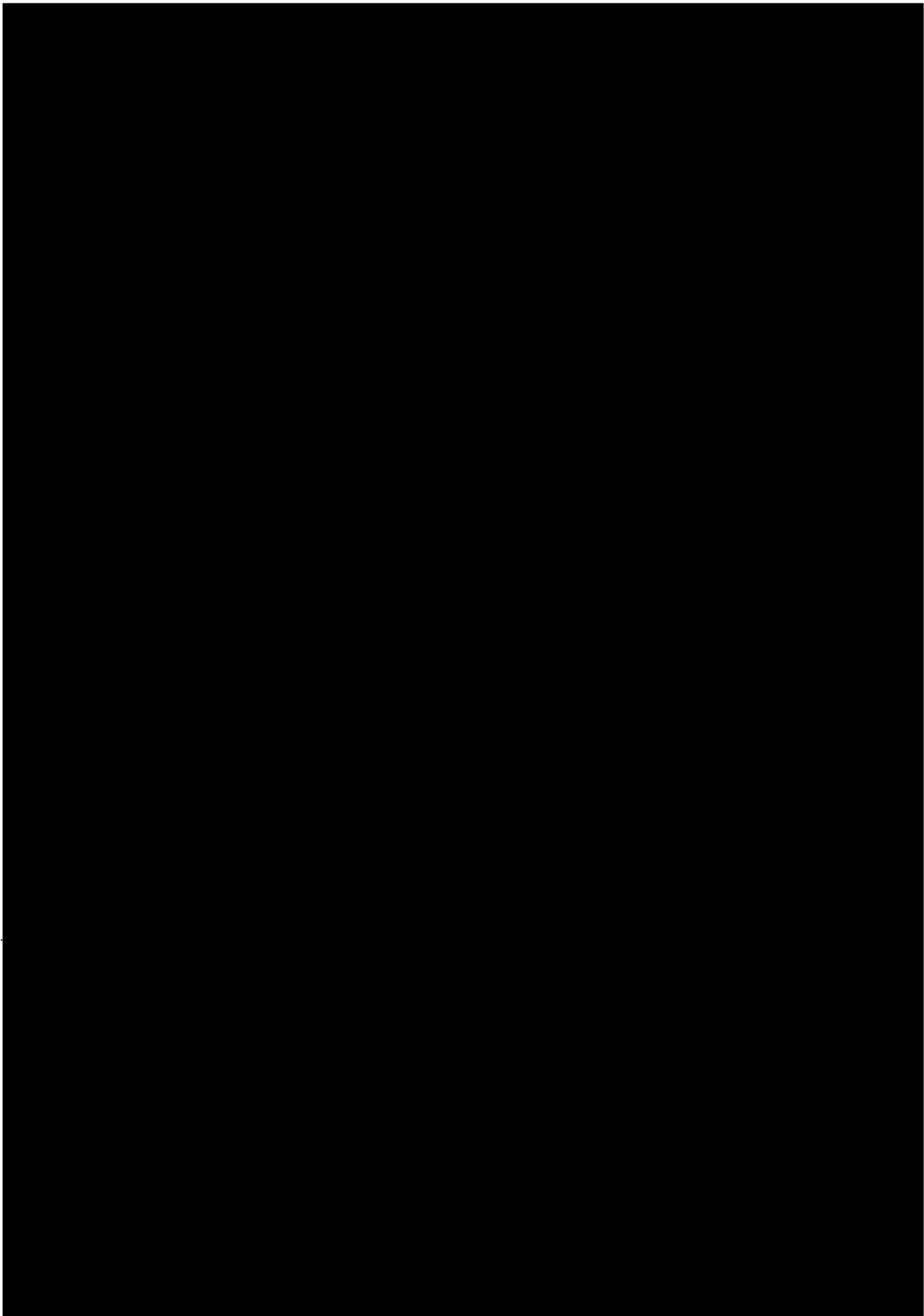
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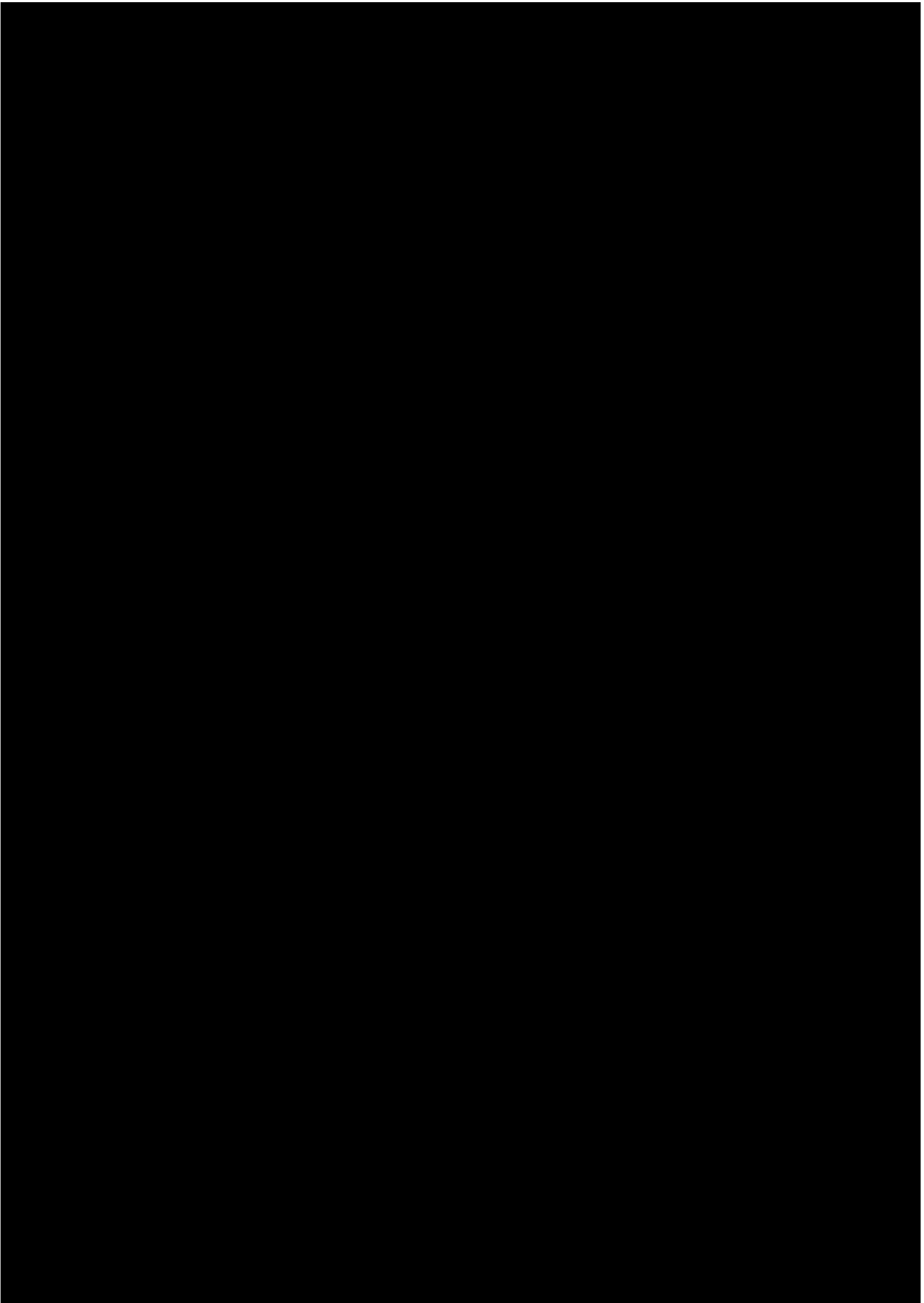
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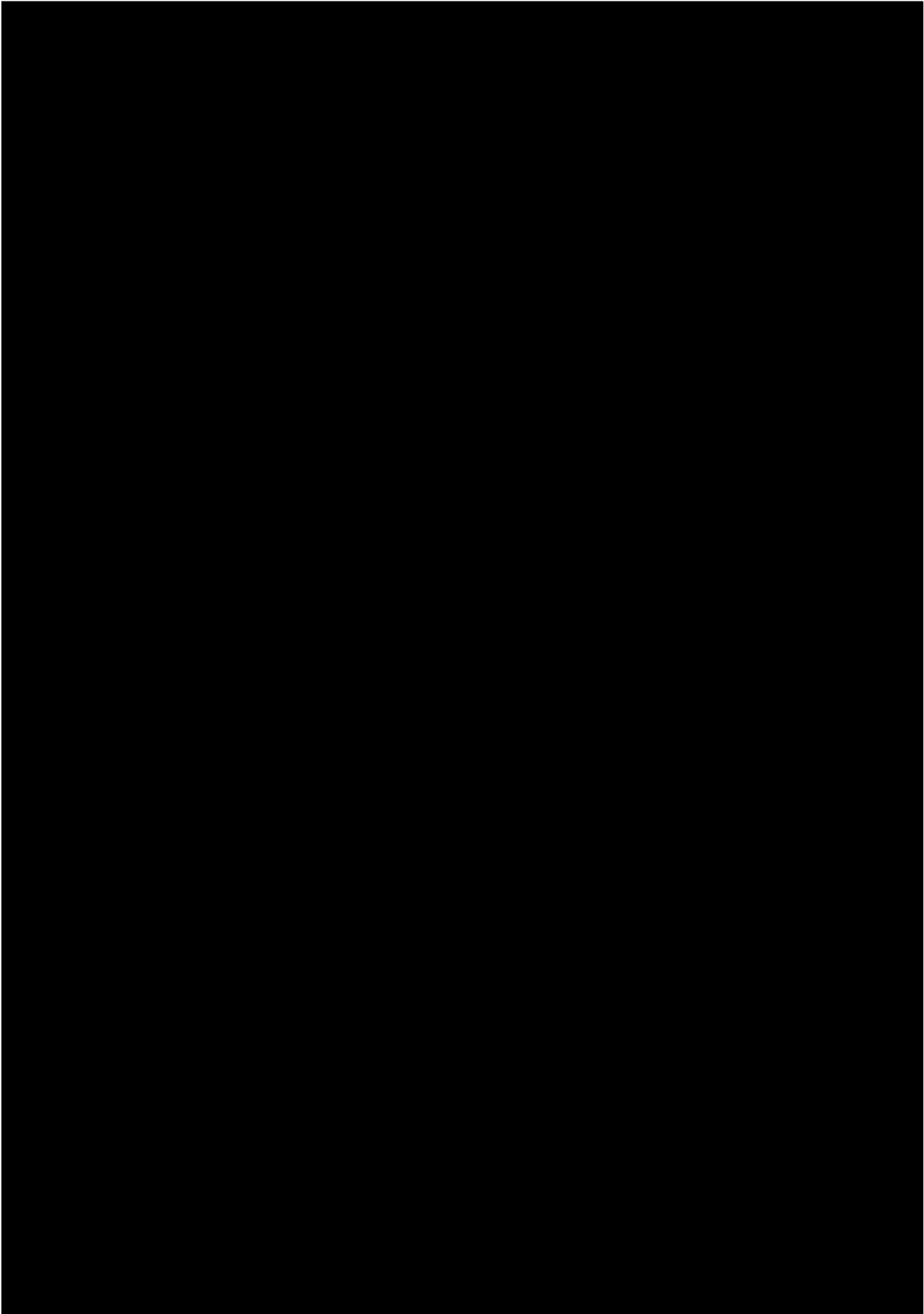




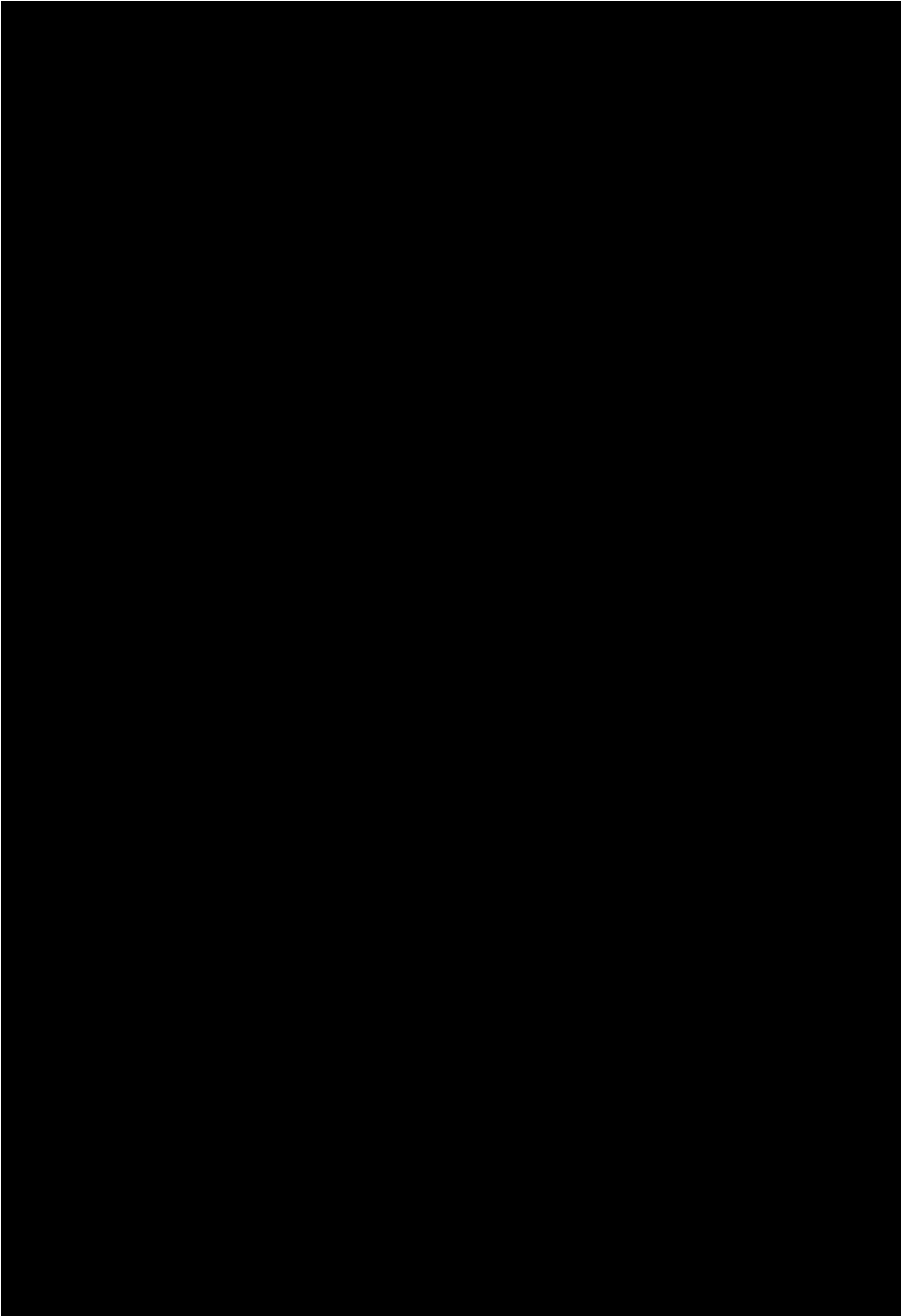
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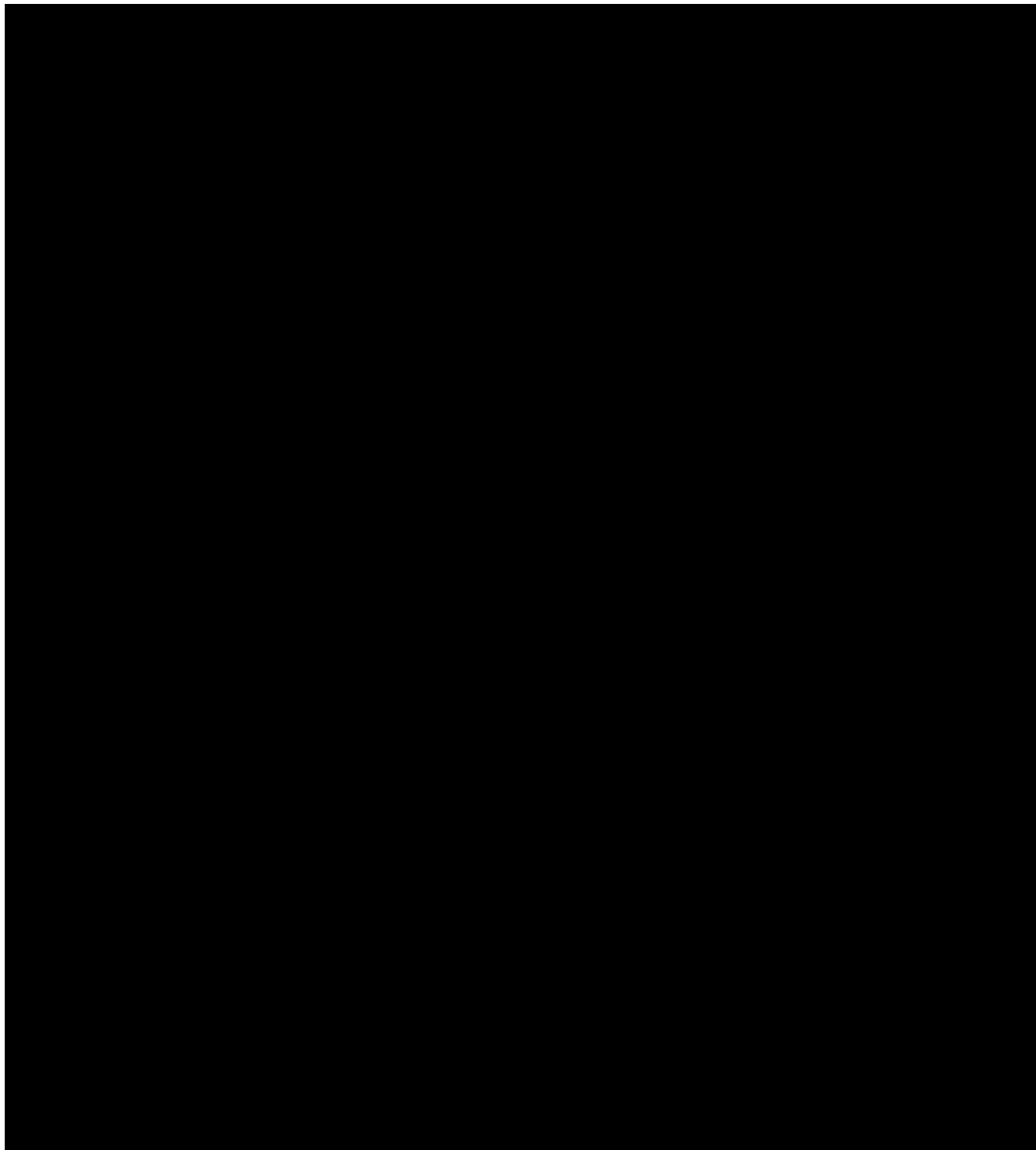


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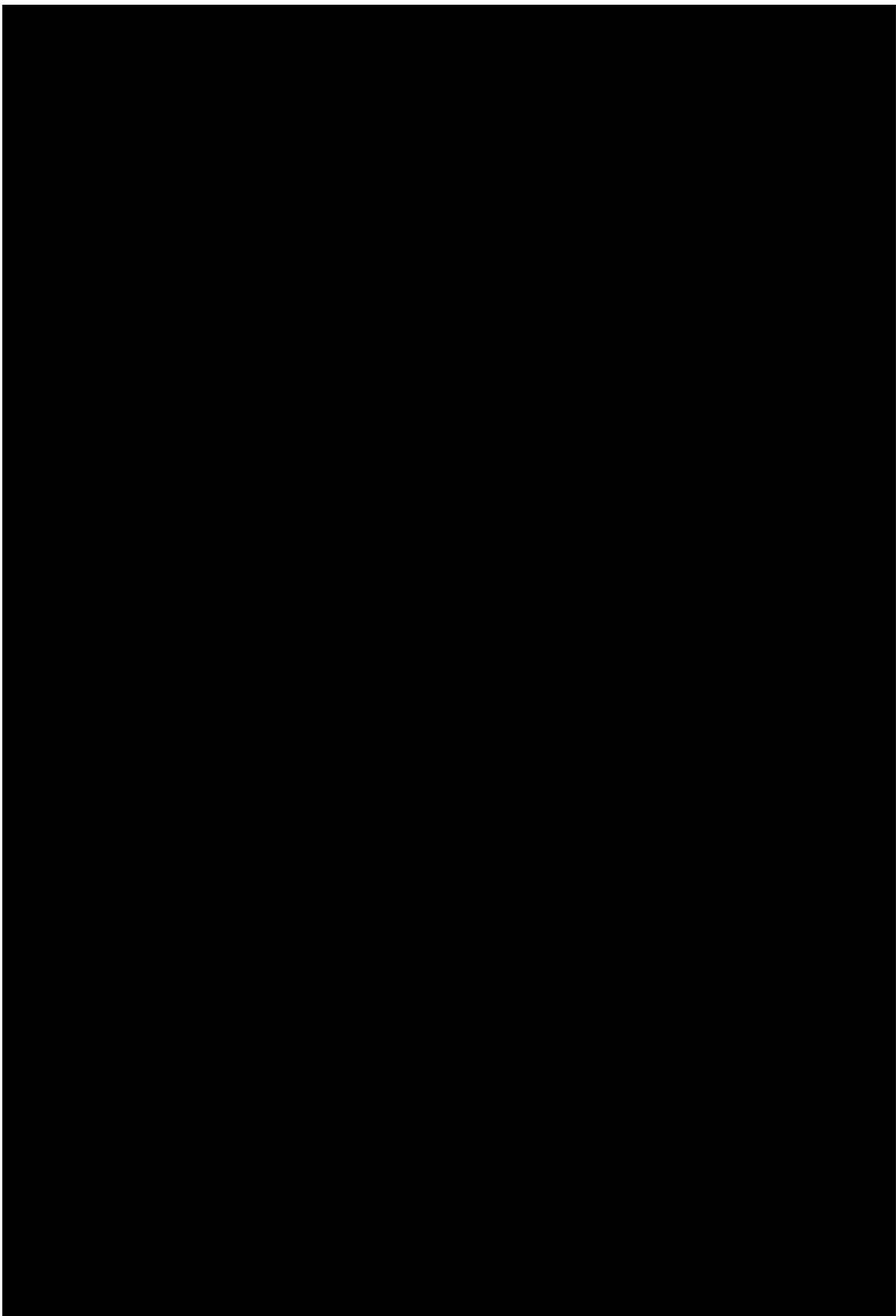




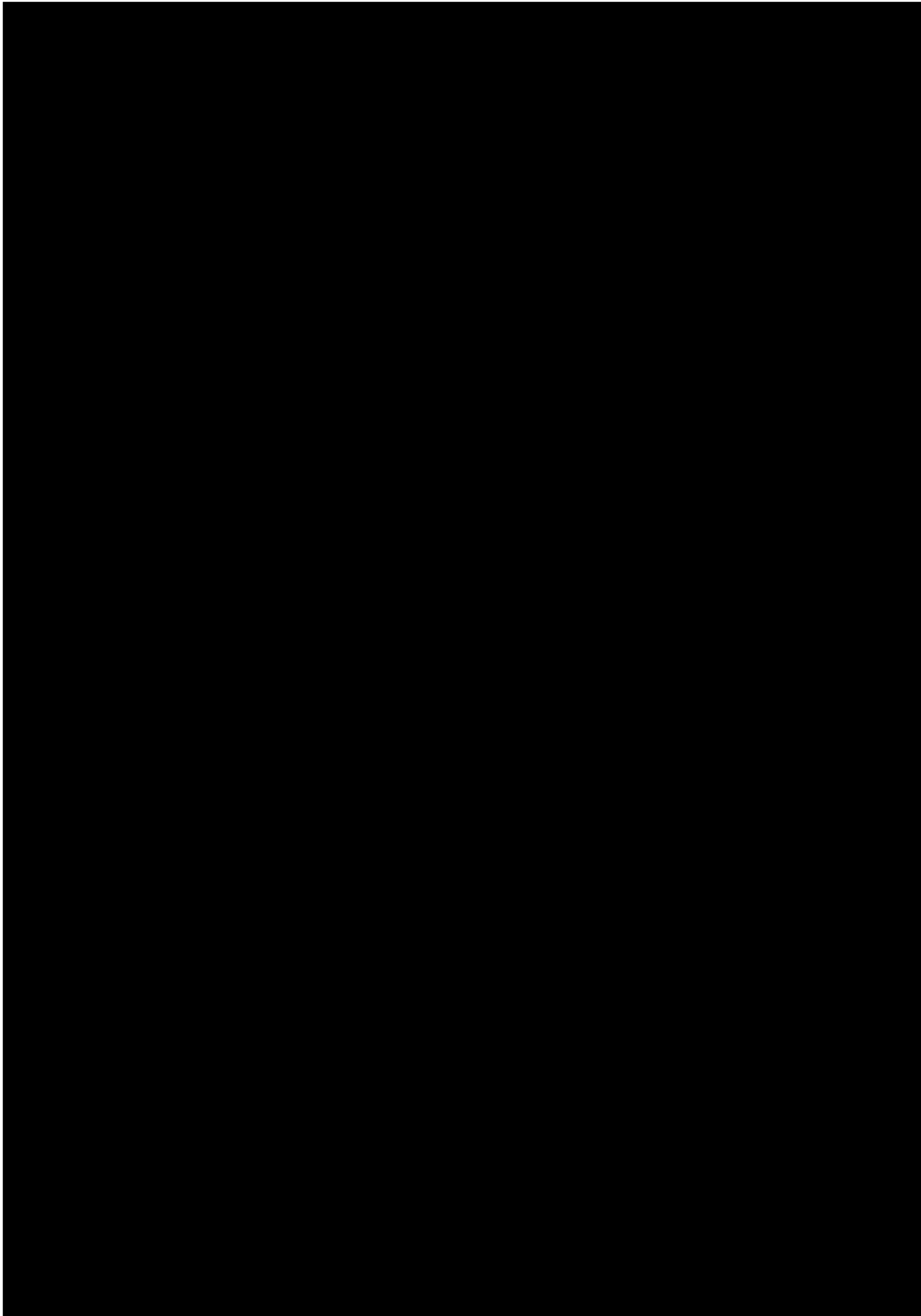
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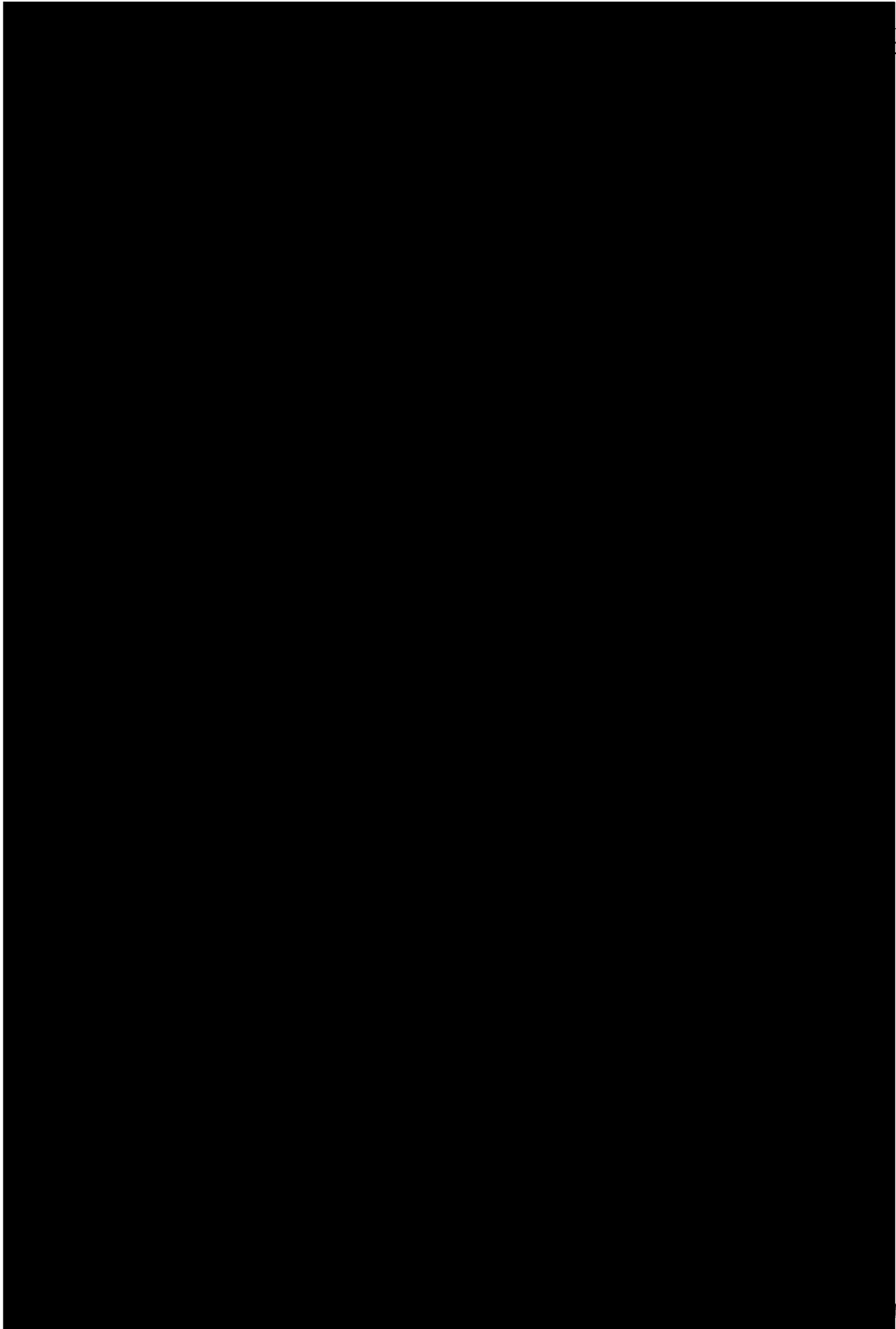


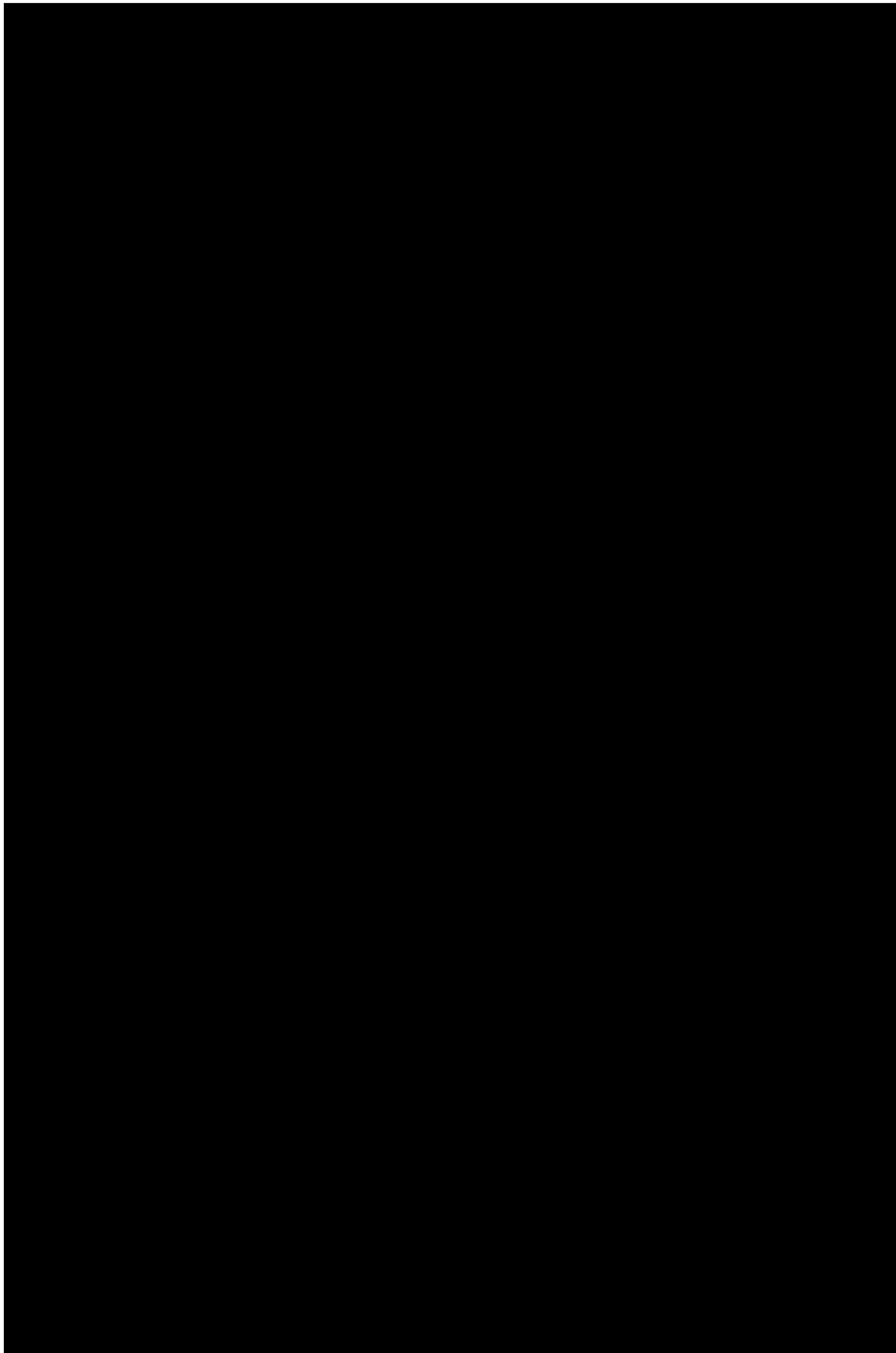




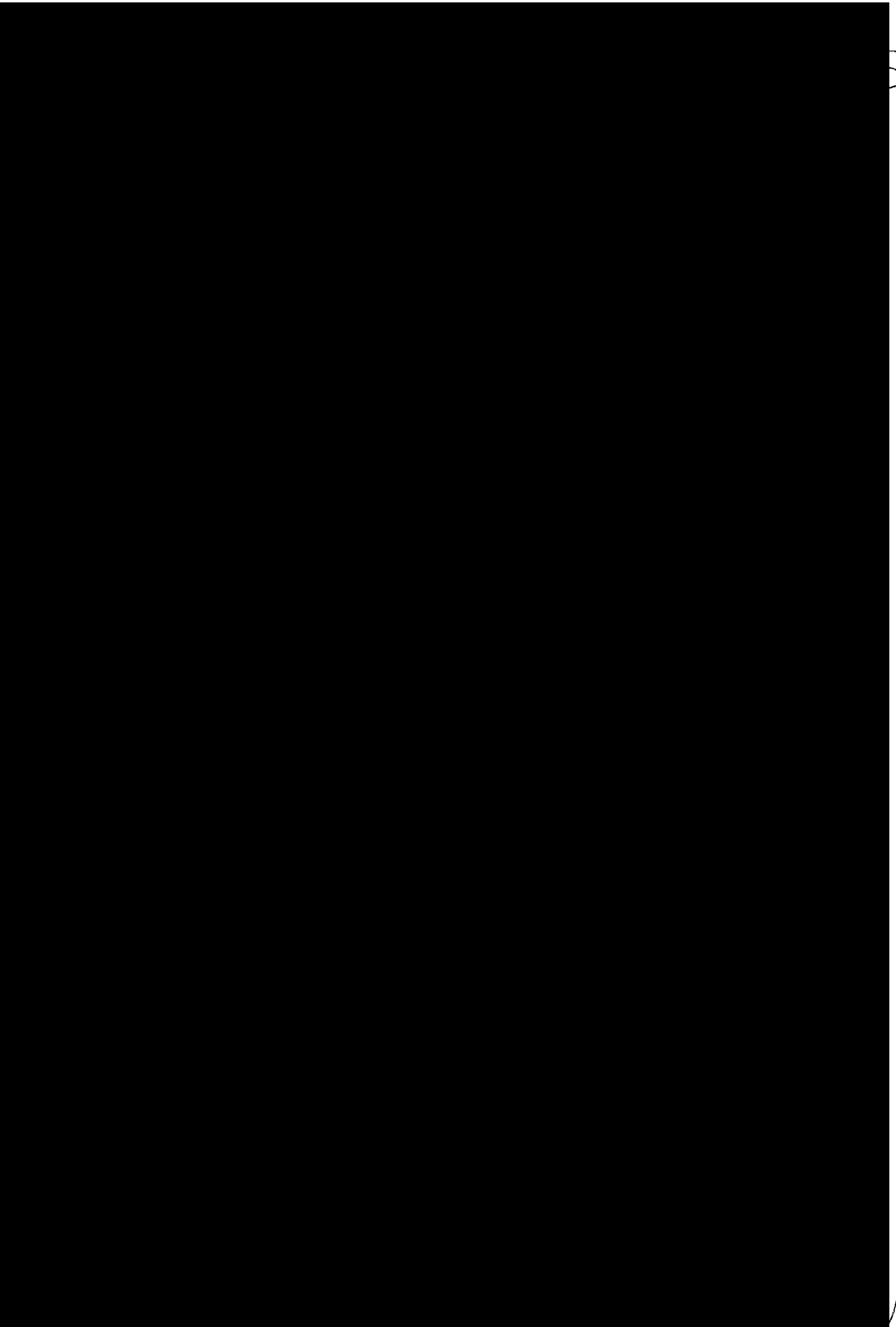
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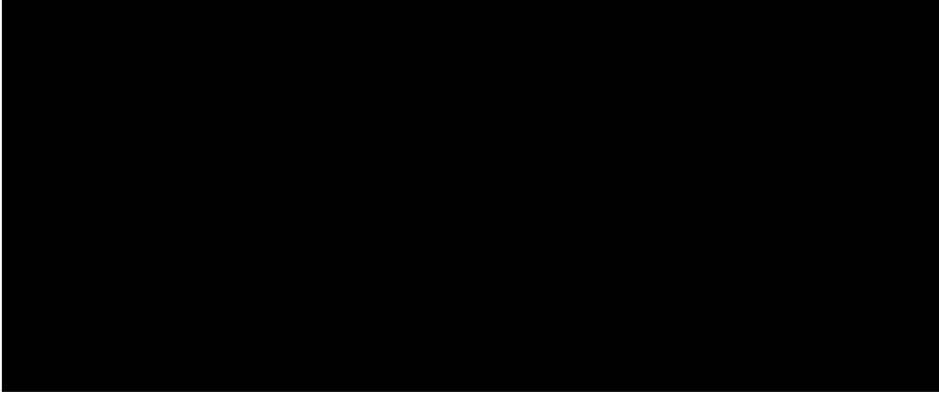




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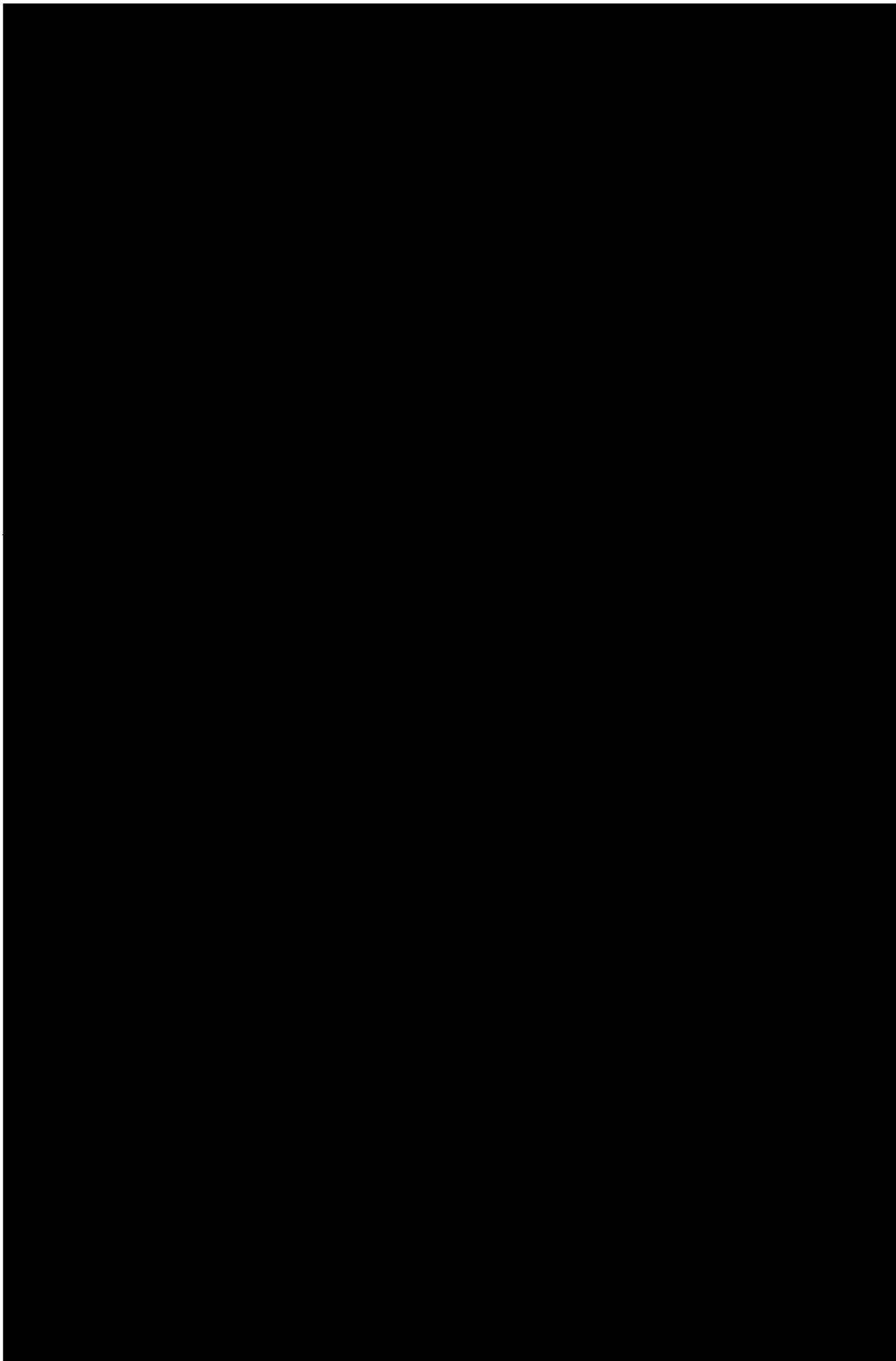
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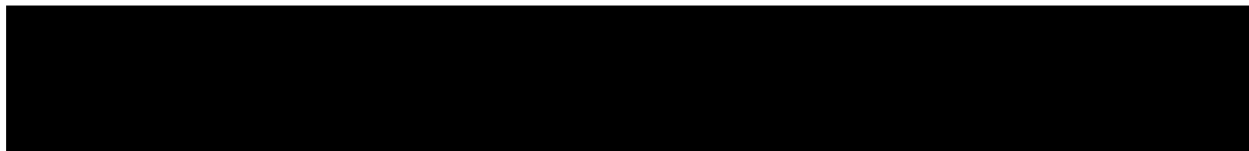


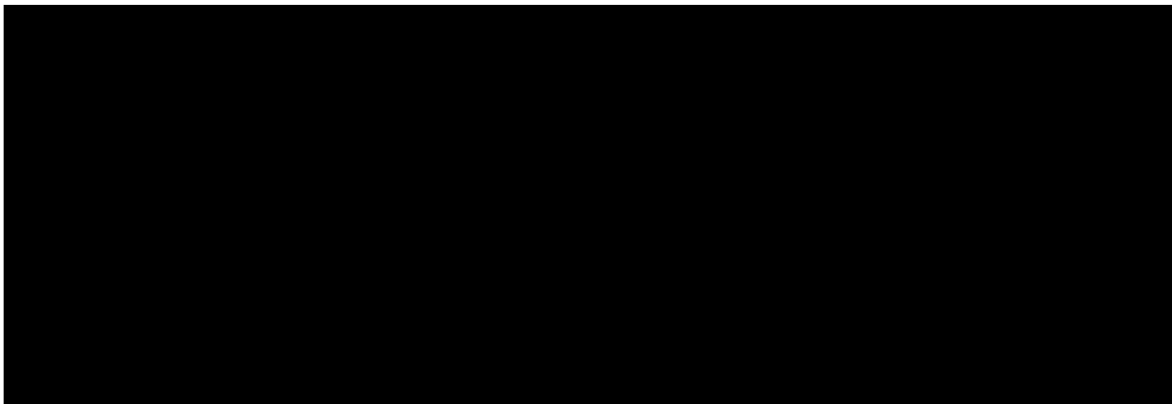


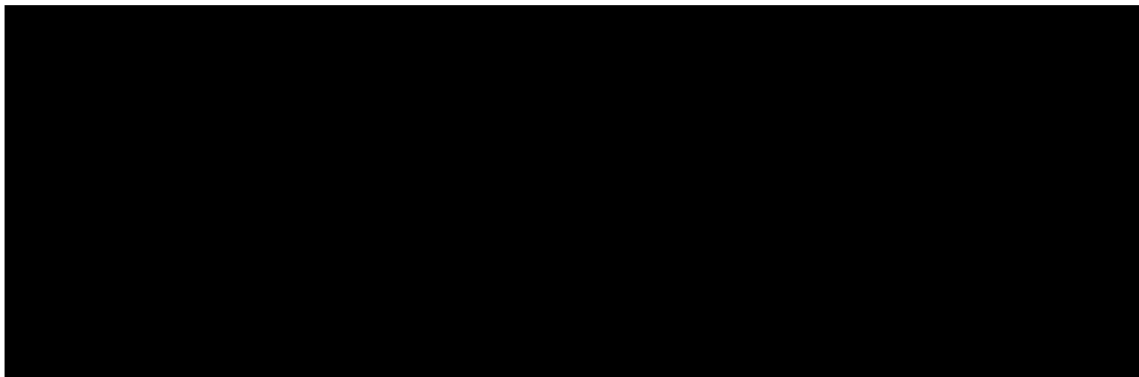










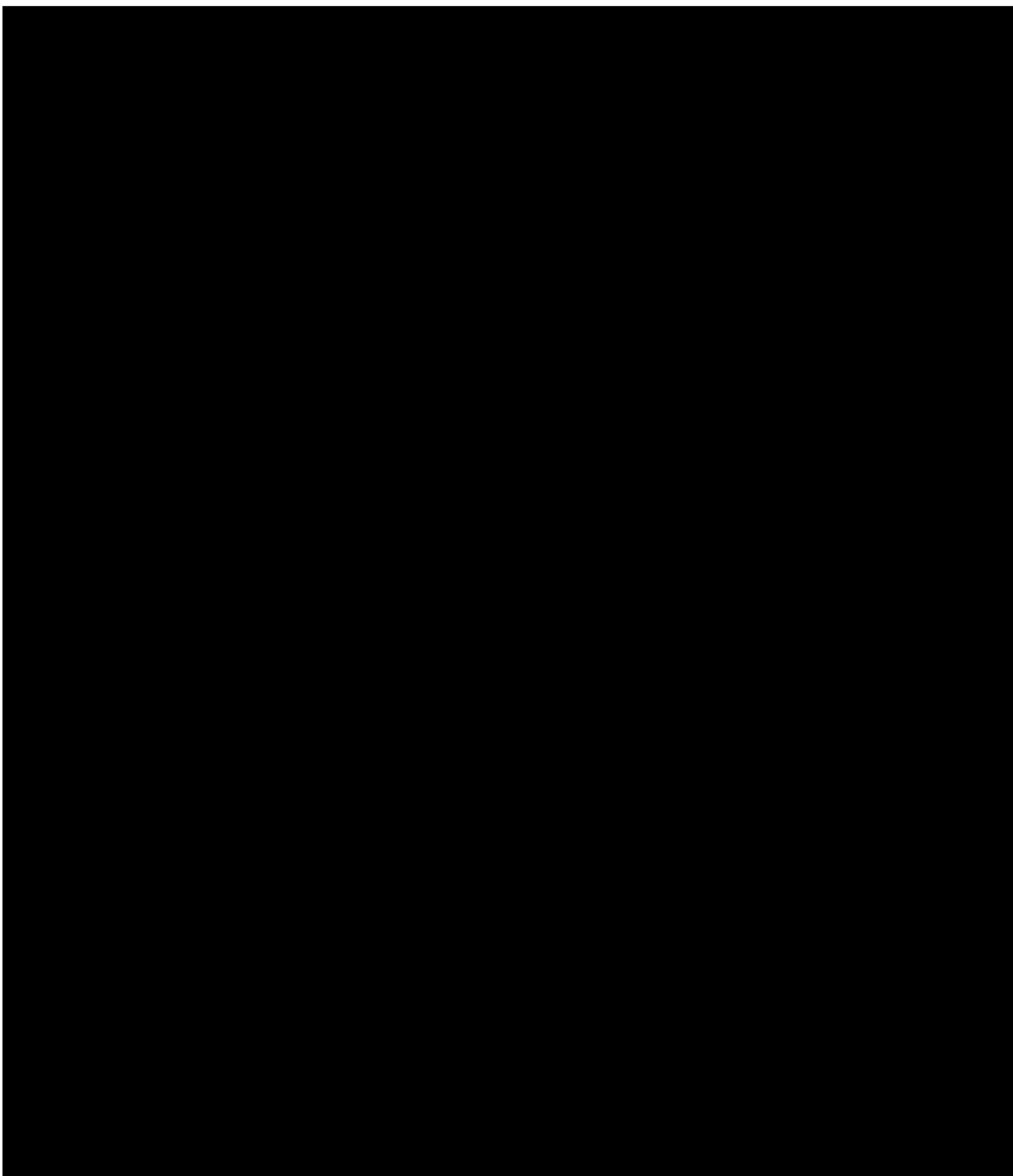




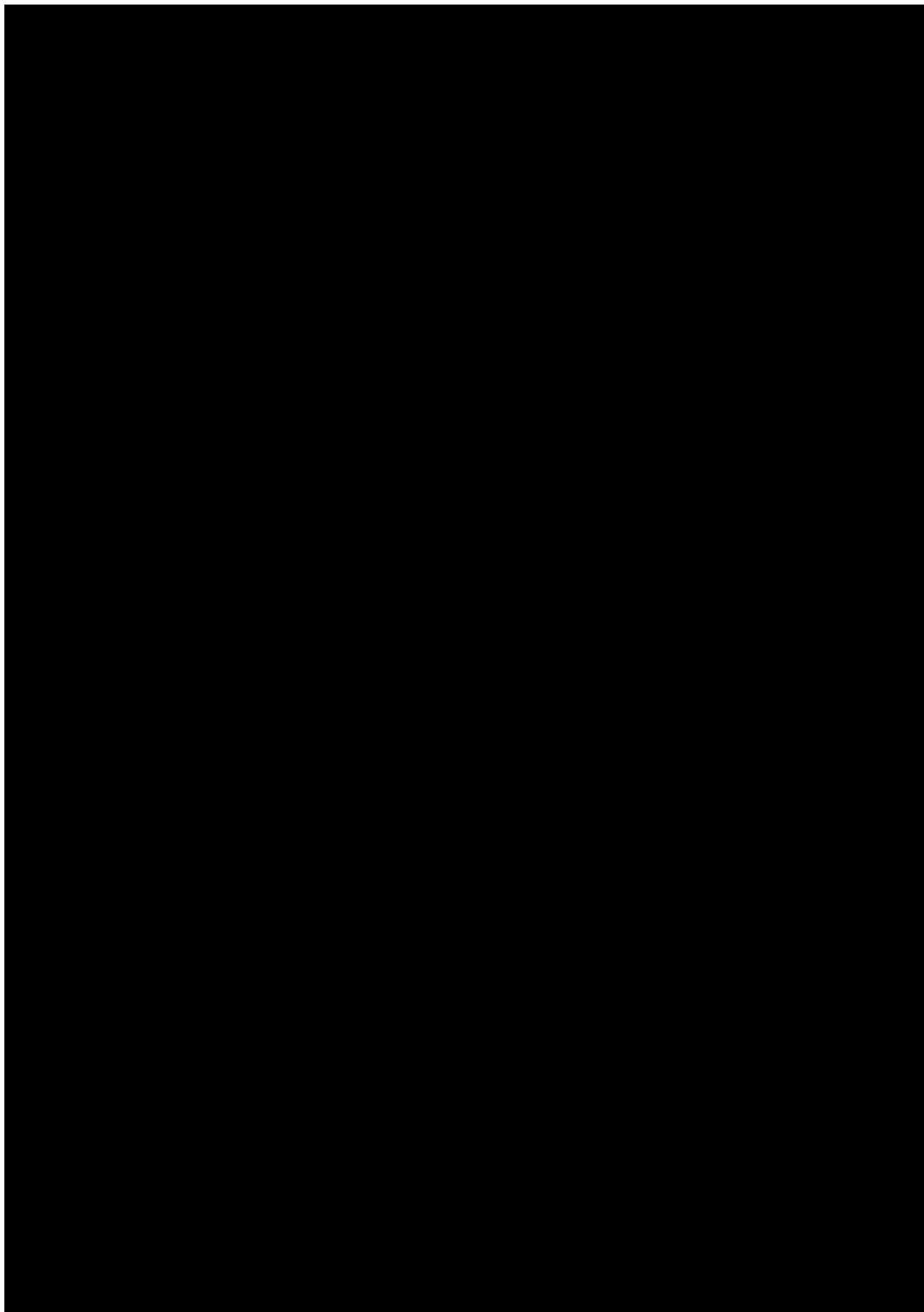




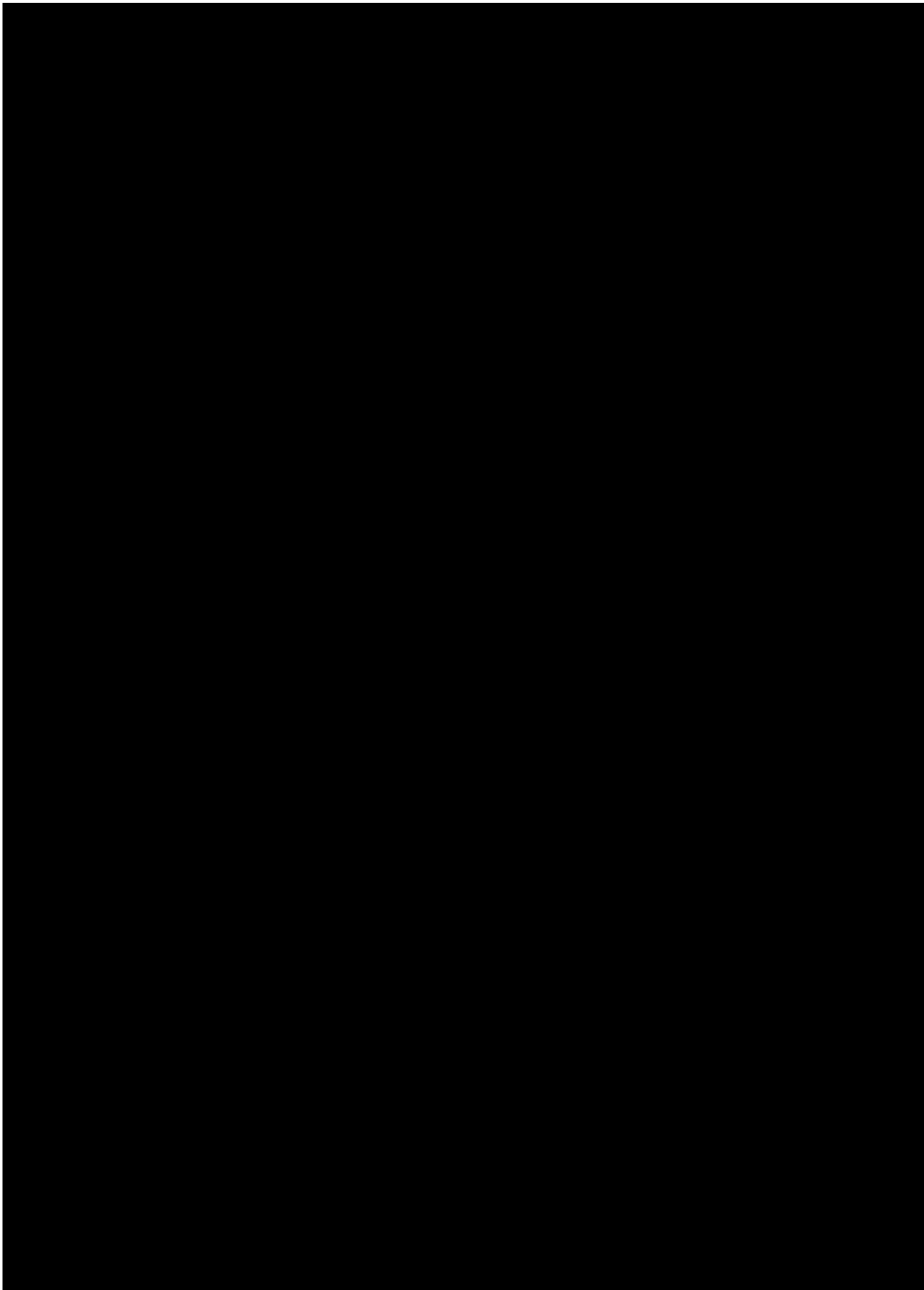


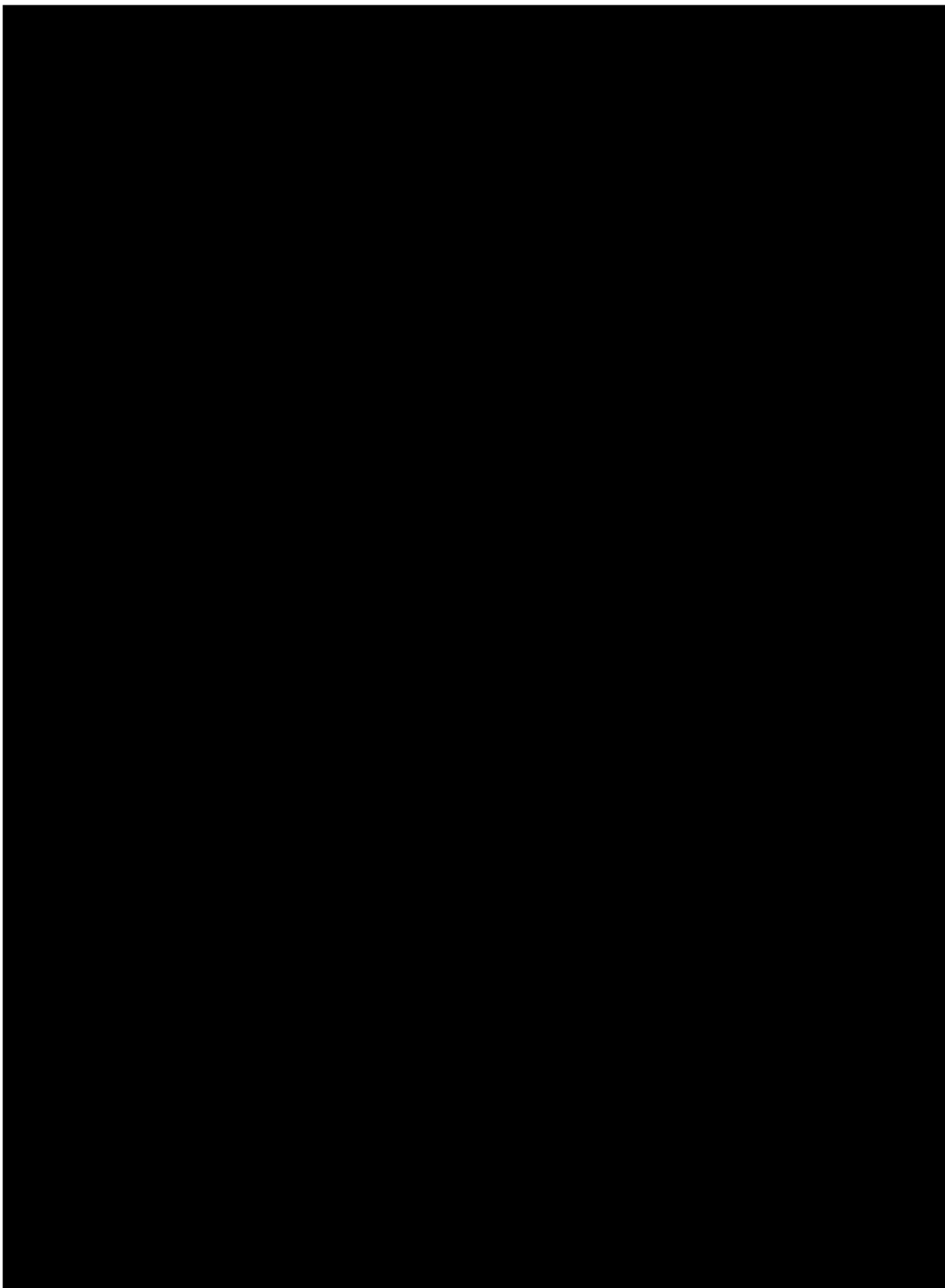


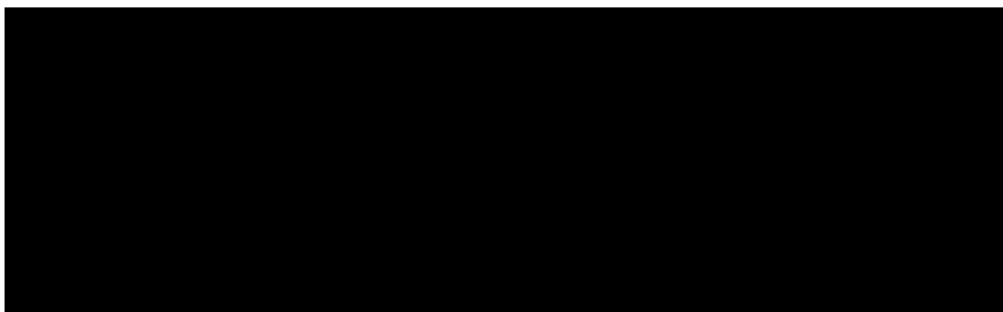




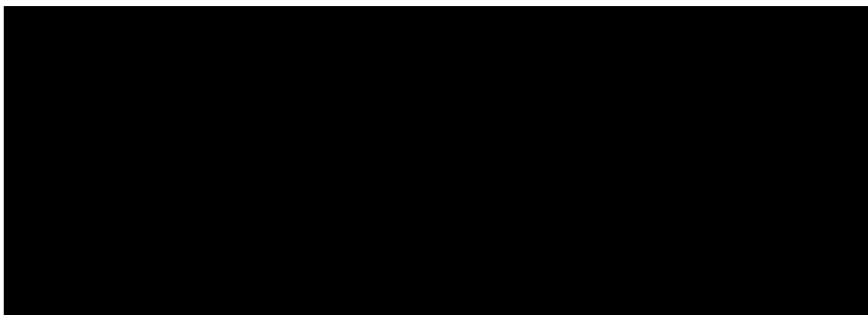
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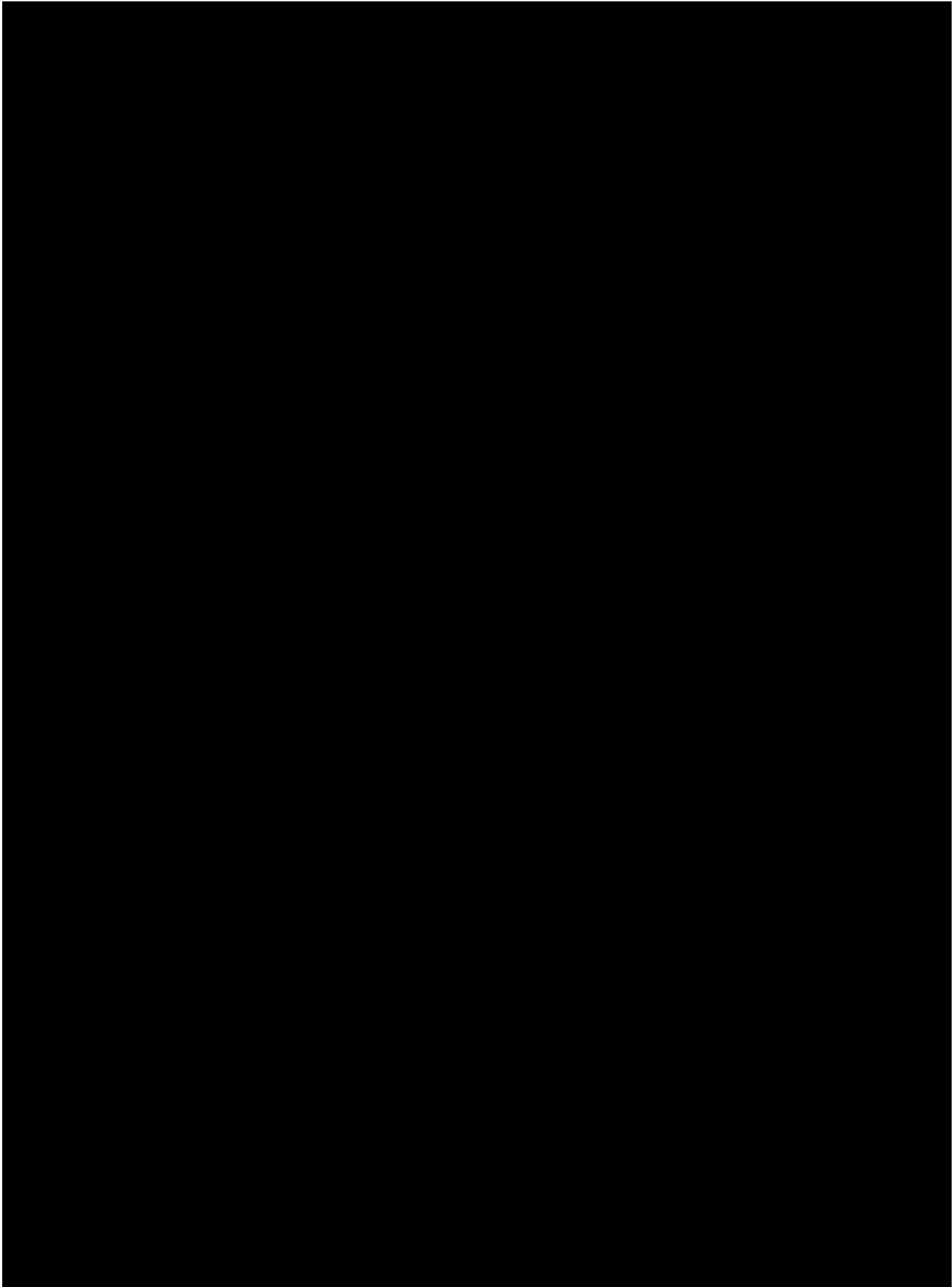


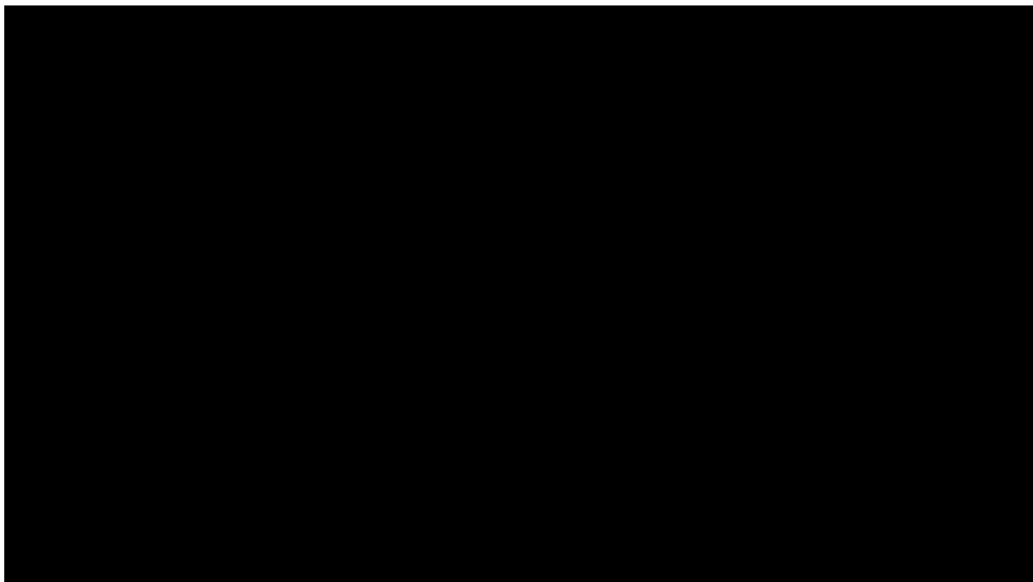


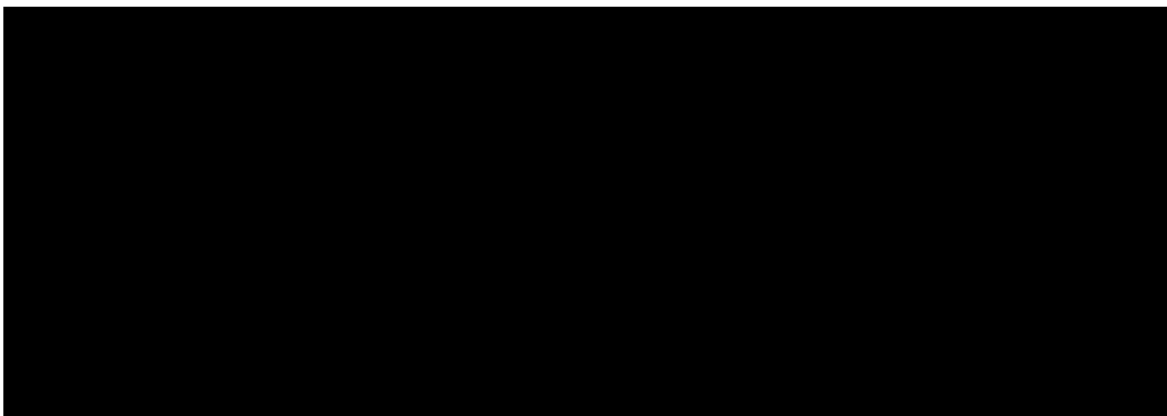


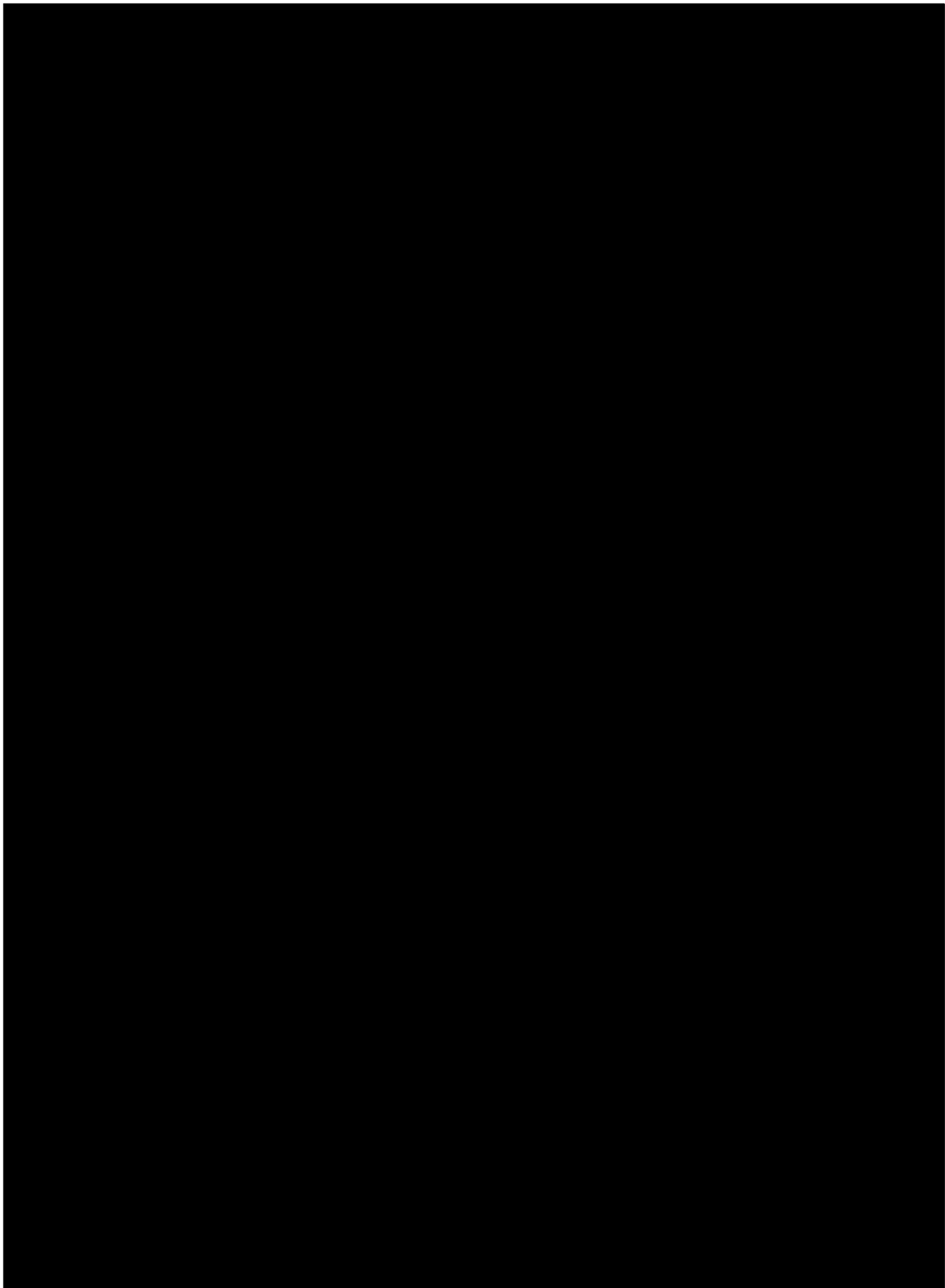
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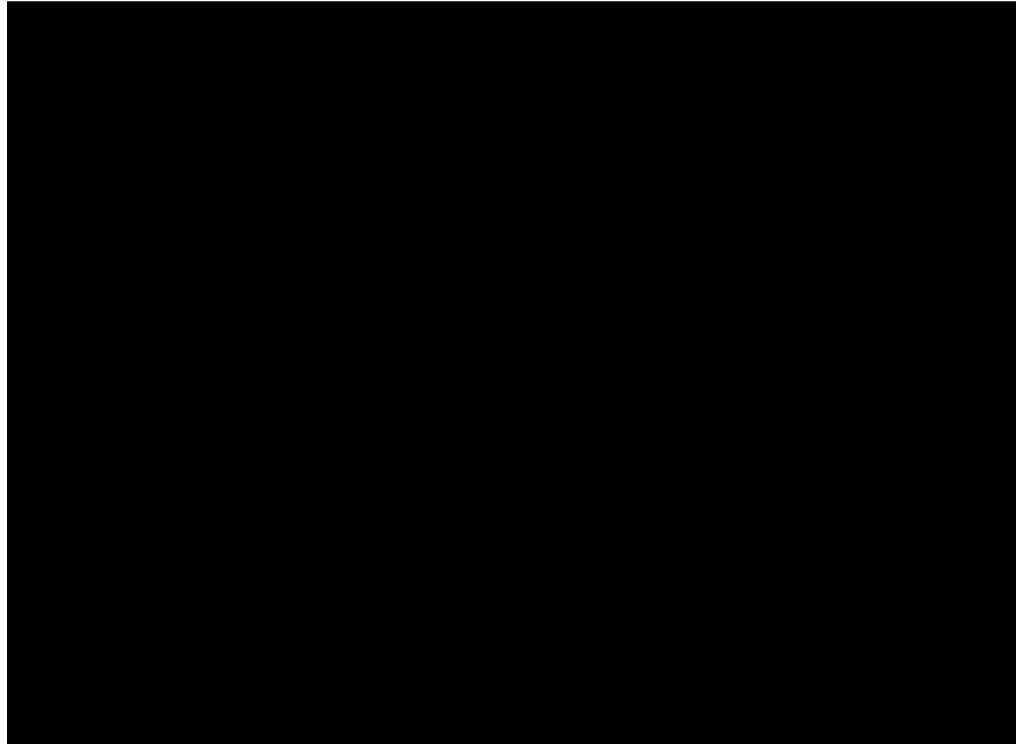


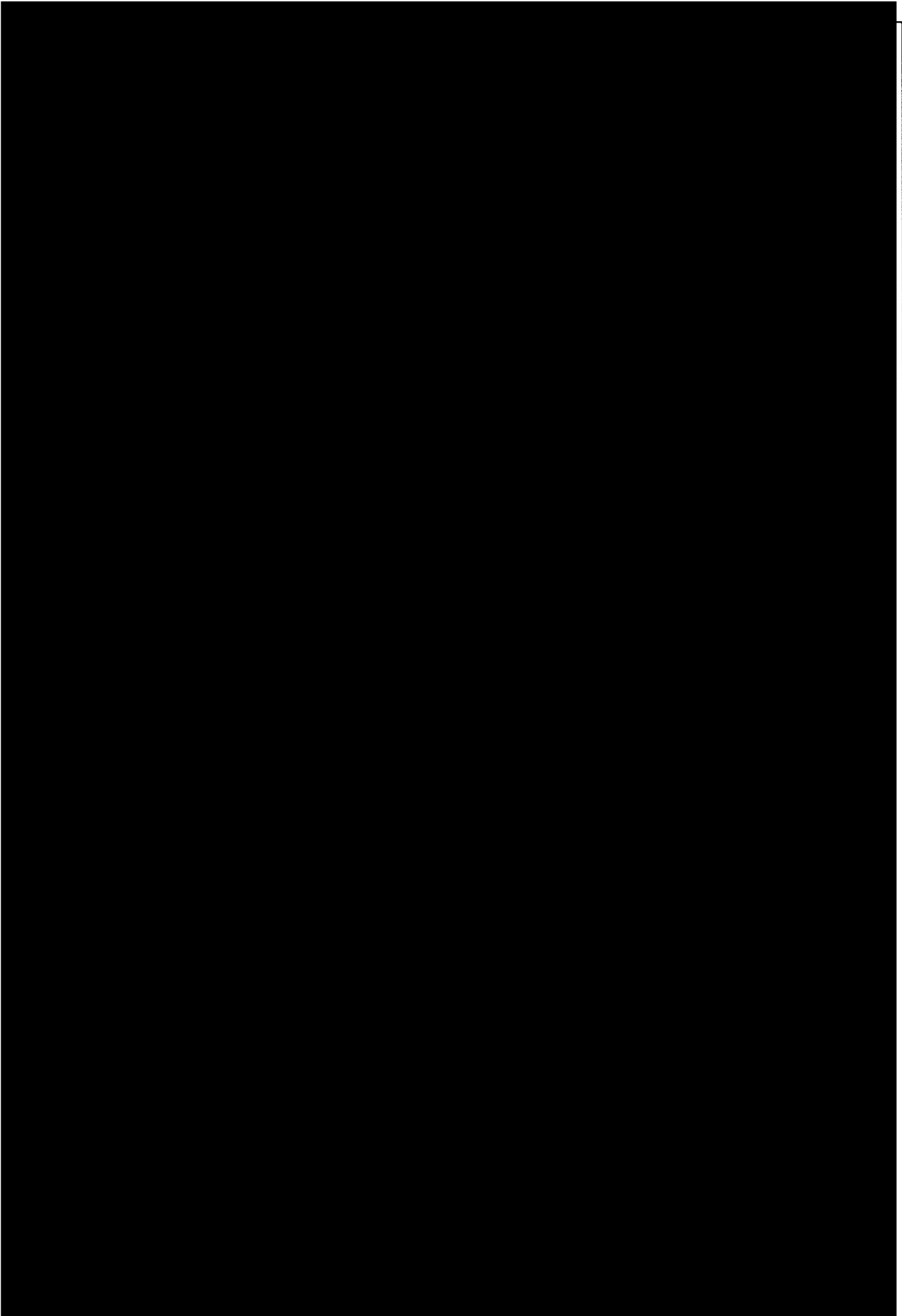






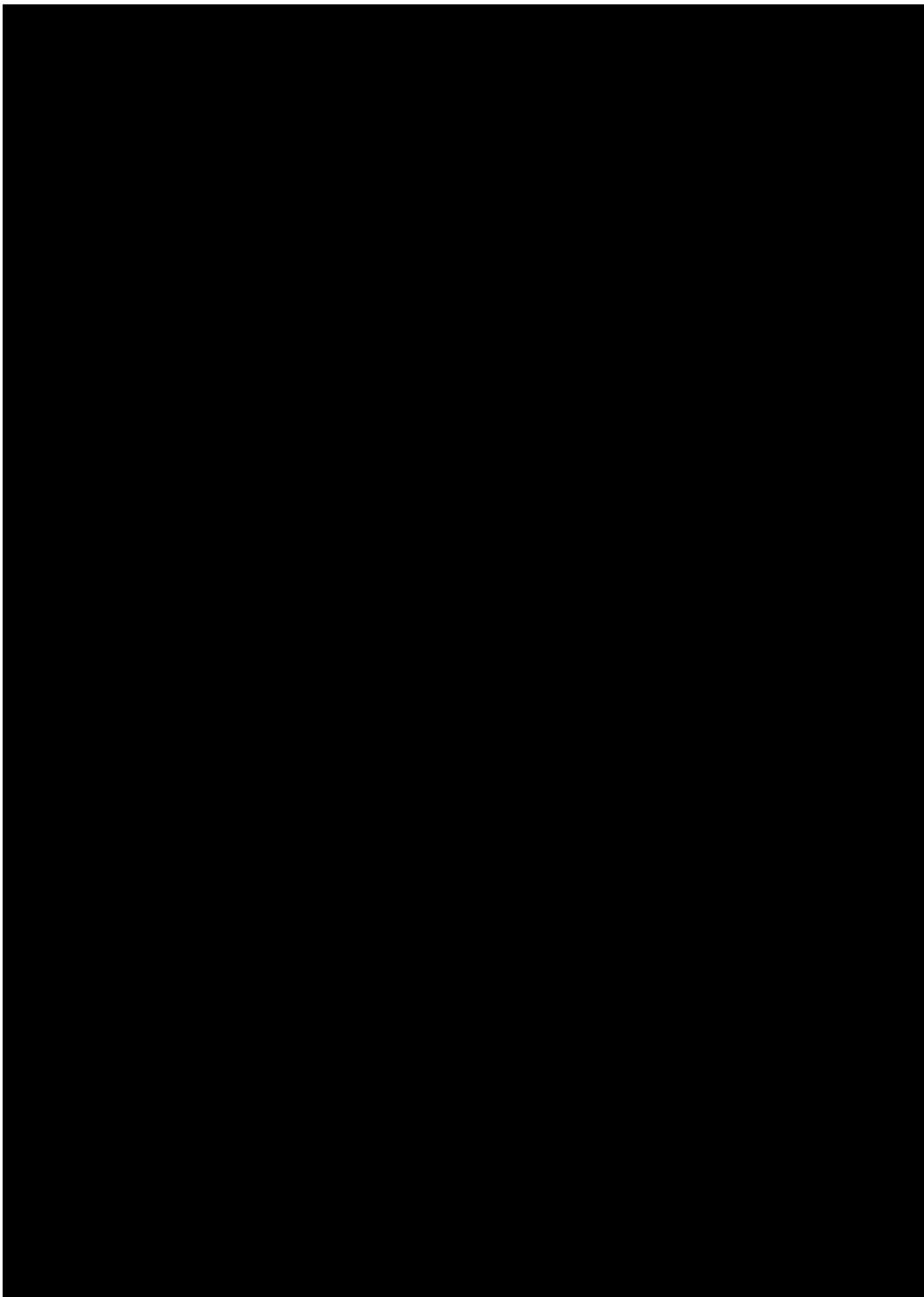
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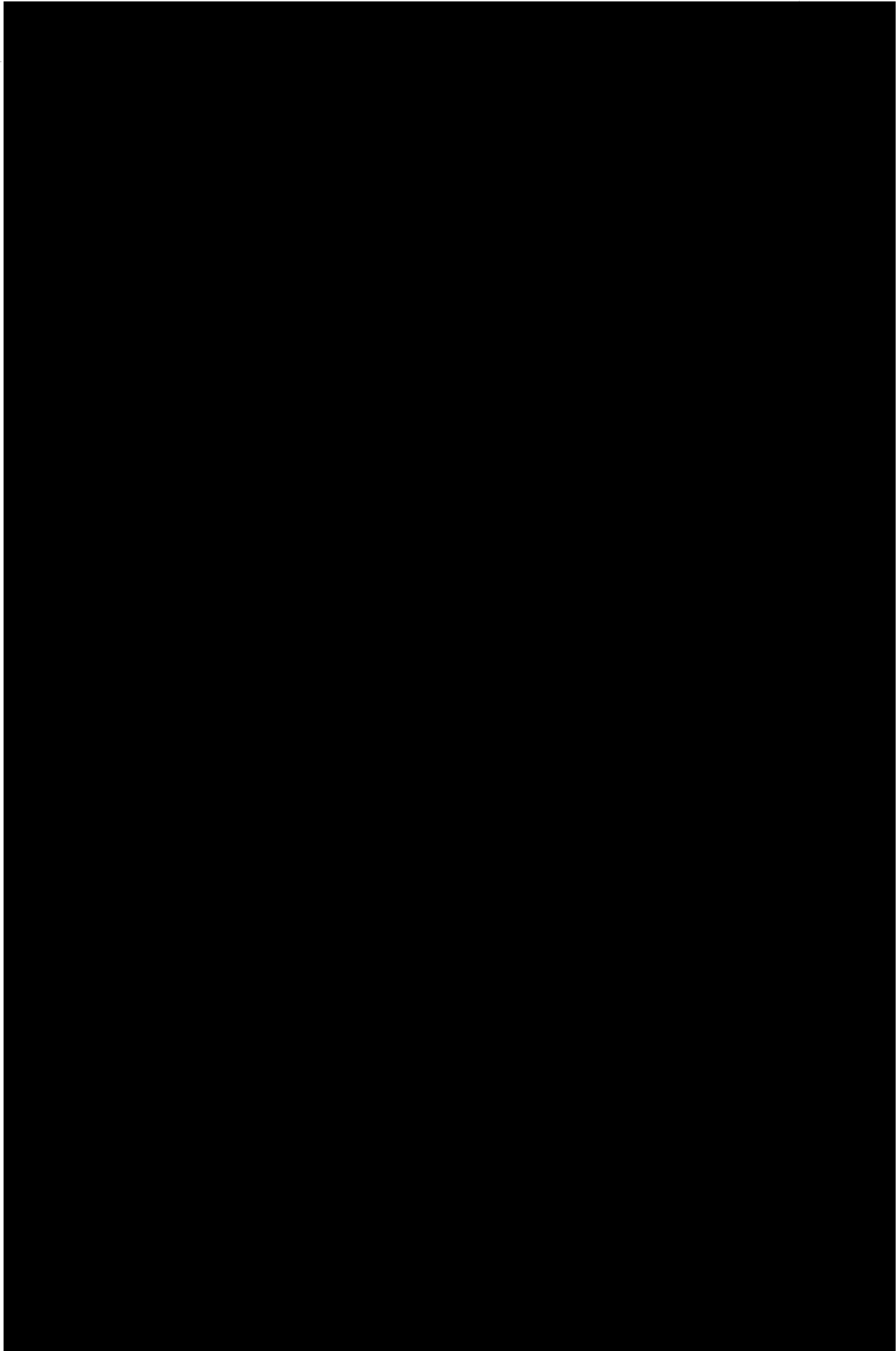
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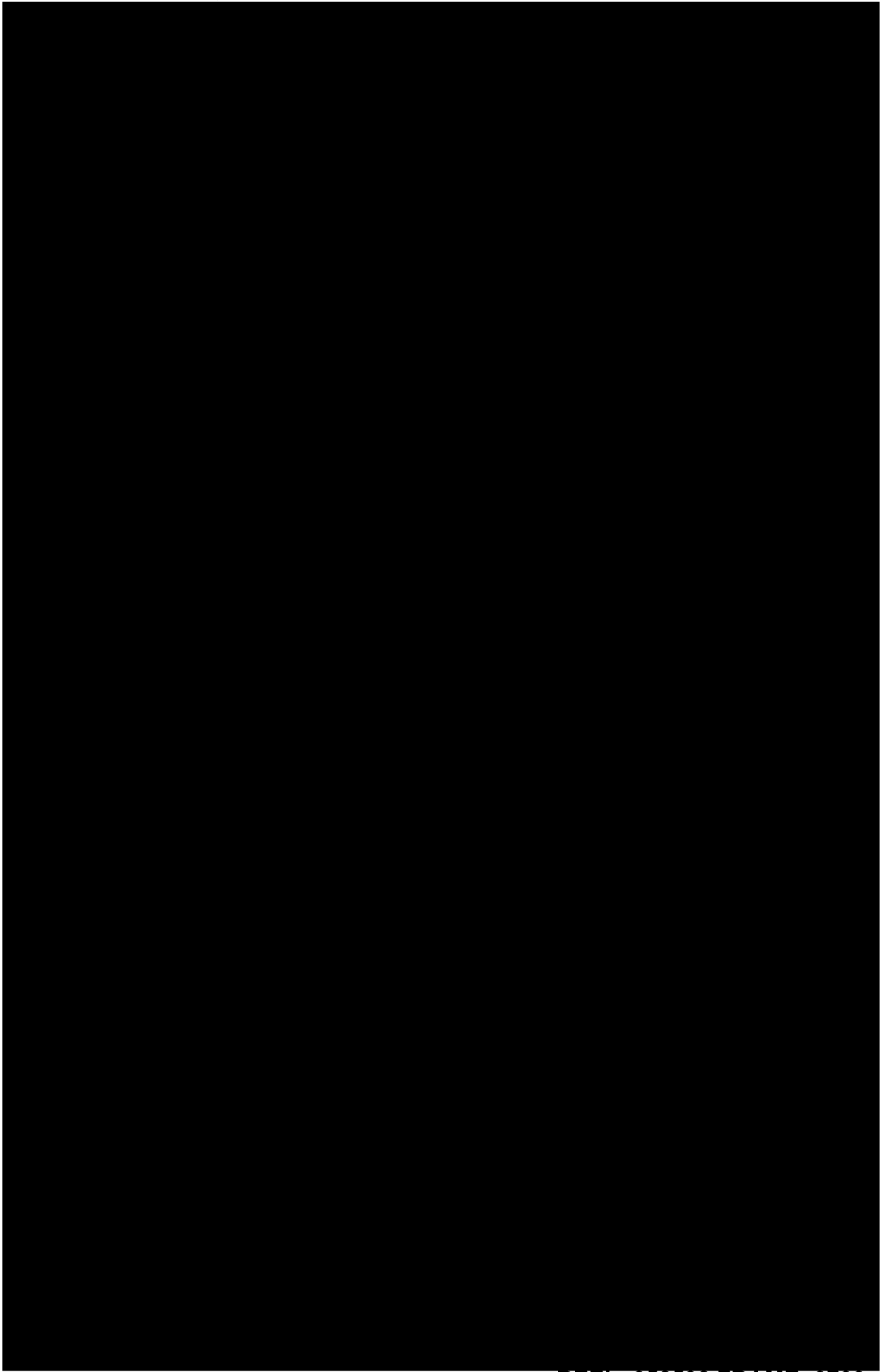
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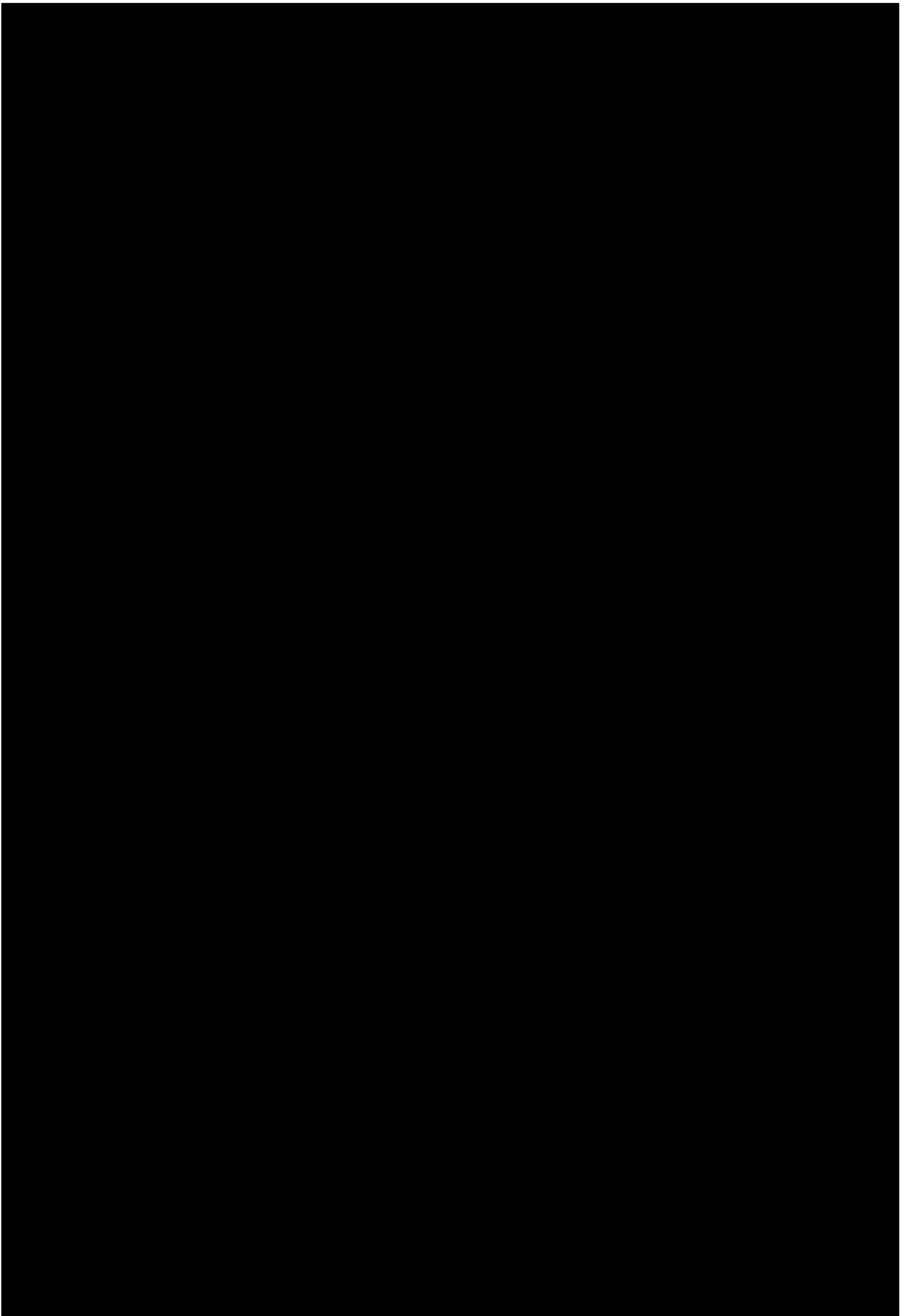
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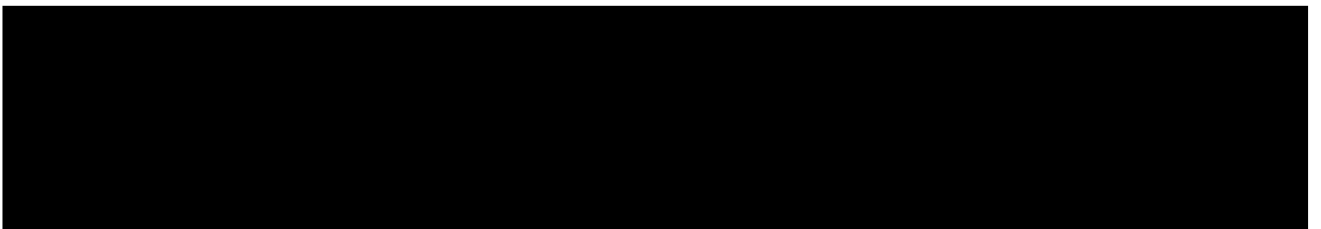
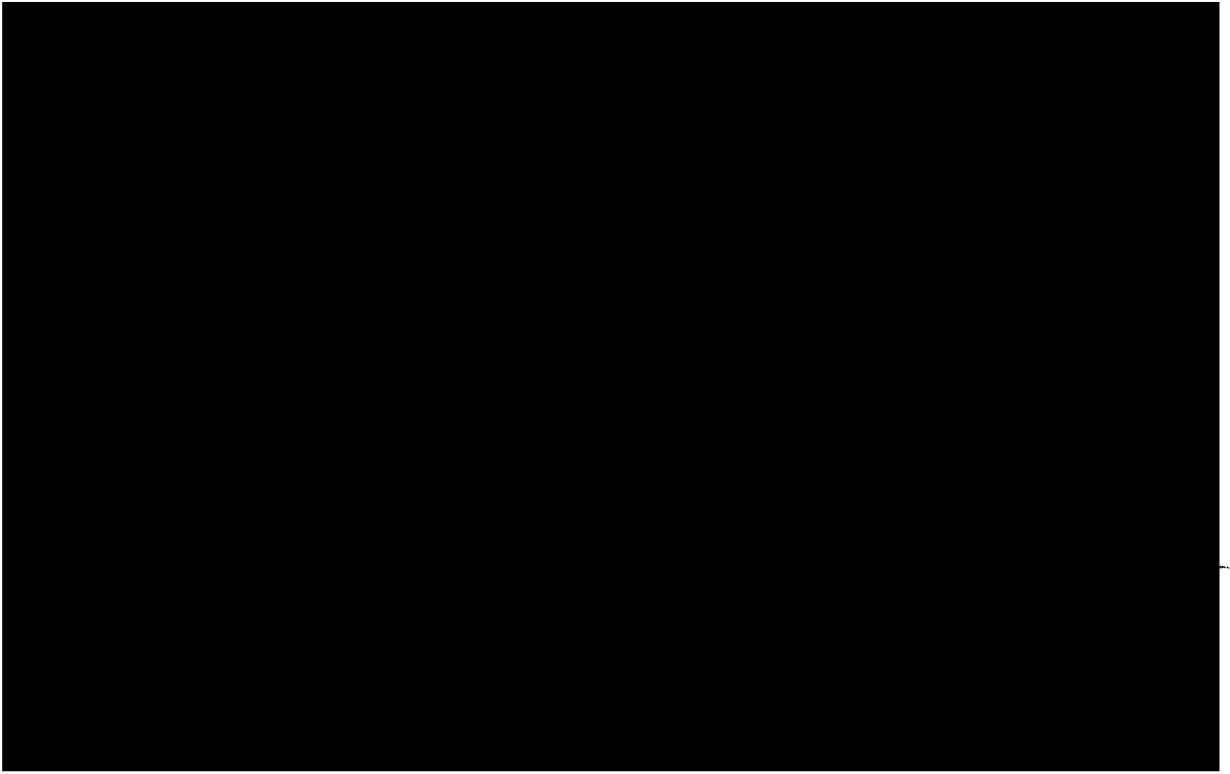


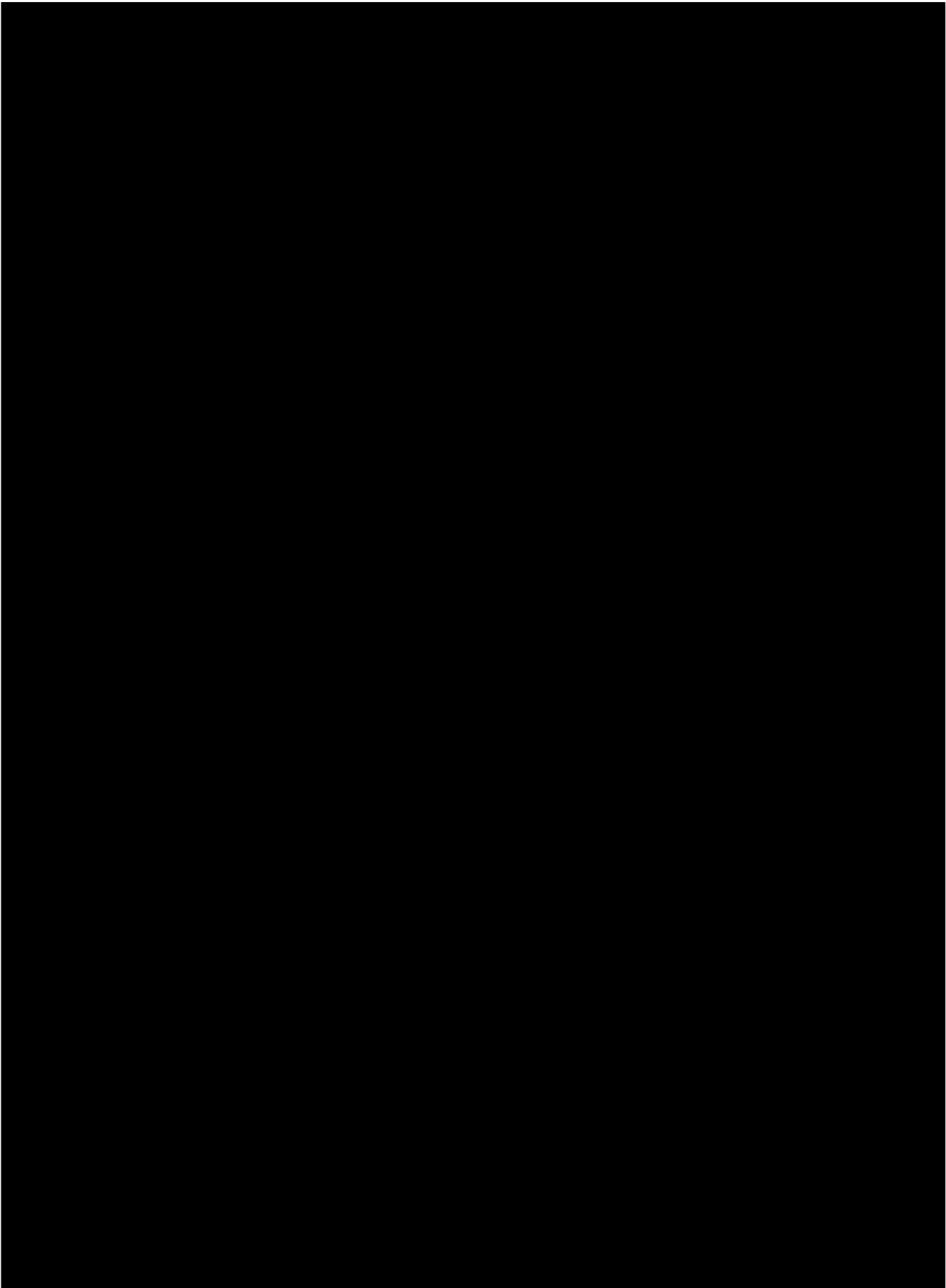


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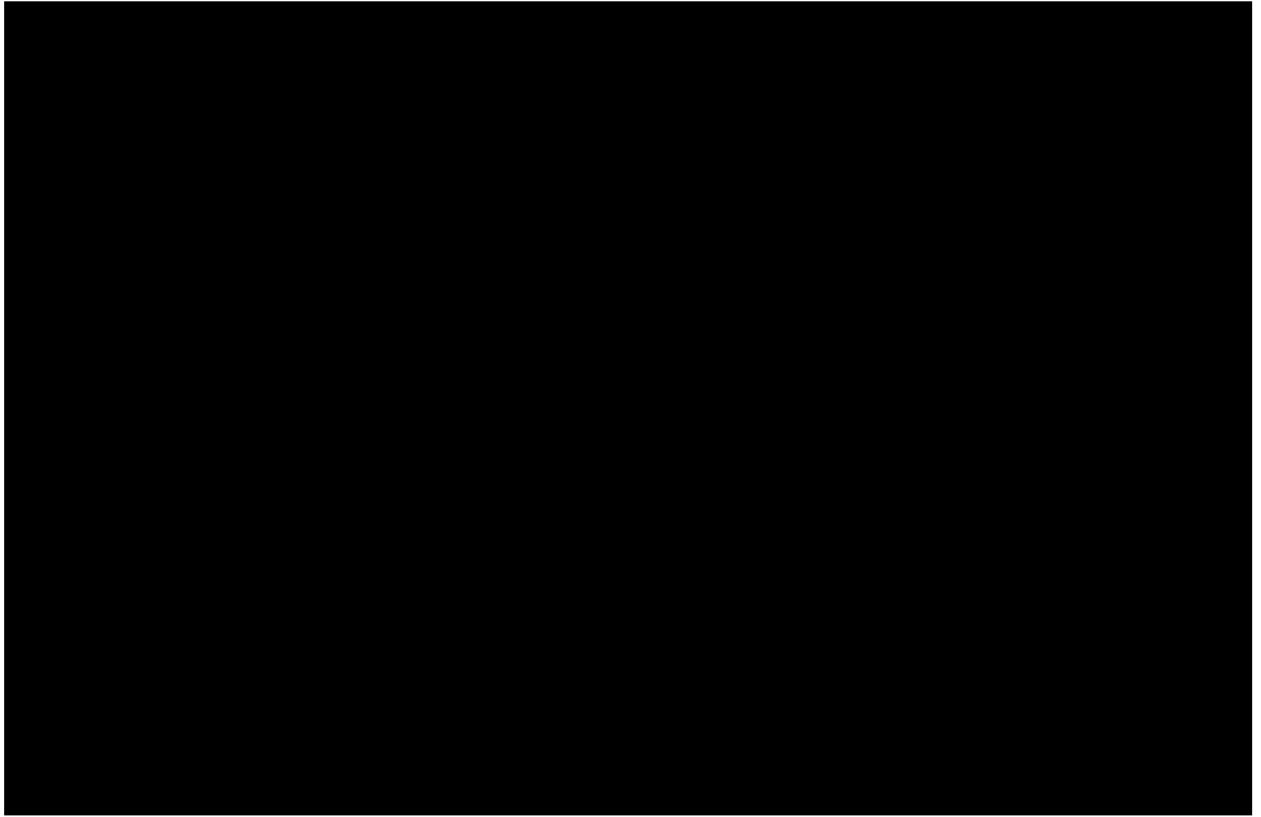


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Vollmacht

Power of Attorney

Die Unterzeichnete

The undersigned

Brillant 3006. GmbH
c/o K&L Gates LLP
Markgrafenstr. 42
10117 Berlin
Germany

("Vollmachtgeberin/ Principal")

eingetragen im Handelsregister des Amtsgerichts Berlin-Charlottenburg, Deutschland, unter Handelsregisternummer HRB 199965 B

registered with the commercial register of the local court of Frankfurt/Main, Germany, under commercial register number HRB 199965 B

bevollmächtigt hiermit

herewith authorizes

Andreas Menge, Dr. Thilo Winkeler

sämtlich geschäftsansässig/ all with business address at

K&L Gates LLP
Markgrafenstr. 42
10117 Berlin
Germany

(jeder ein "**Bevollmächtigter**" und zusammen die "**Bevollmächtigten**")

(each a "**Representative**" and collectively the "**Representatives**")

jeden für sich, unter Befreiung von den Beschränkungen des Verbots des In-Sich-Geschäfts und der Mehrvertretung nach § 181 BGB und mit dem Recht, Untervollmacht in gleichem Umfang zu erteilen,

each of them individually, releasing each of them from any restriction to represent the Principal in a transaction with the Representative himself/ herself (self-dealing) or as representative of a third-party (multi-party representation) pursuant to sec. 181 German Civil Code (*BGB*) and granting to each of them the right to sub-delegate the power granted hereunder,

im Namen und für Rechnung der Vollmachtgeberin sämtliche Erklärungen abzugeben oder entgegenzunehmen sowie jegliche Rechtsgeschäfte und Handlungen vorzunehmen, die die Bevollmächtigten nach ihrem Ermessen im Zusammenhang mit der Vorbereitung und Durchführung (i) des Kaufs

in the name and for the account of the Principal, to make and receive any declaration, enter into any transaction and perform any acts which the Representatives deem useful or necessary in their sole discretion in connection with the preparation and implementation of the acquisition and transfer of all of

und der Übertragung sämtlicher Geschäftsanteile der obtricon Entwicklungsgesellschaft für Optische Technologien mbH, Berlin, Deutschland, eingetragen im Handelsregister des Amtsgerichts Berlin-Charlottenburg unter Handelsregisternummer HRB 97481 ("**Gesellschaft**") durch die Vollmachtgeberin ("**Käuferin**") von Lutz Melchior, Volker Plickert Mathias Grumm, Ventegis Capital AG and VC Fonds Technologie Berlin GmbH (gemeinsam die "**Verkäufer**", die geplanten Vorgänge im Zusammenhang mit dem Kauf und dem Erwerb die "**Transaktion**") für sinnvoll oder erforderlich halten, insbesondere, aber nicht beschränkt hierauf, im Zusammenhang mit:

1. KAUF UND ÜBERTRAGUNG DER GESCHÄFTSANTEILE DER GESELLSCHAFT

dem Abschluss am oder um den 17. Oktober 2018 und dem späteren Vollzug eines Kaufvertrags einschließlich aller Anlagen mit den Verkäufern ("**Kaufvertrag**"), einschließlich des Abschlusses und des Vollzugs sämtlicher im Kaufvertrag vorgesehener Verträge, Nebenverträge, Rechtsgeschäfte und Term Sheets einschließlich, aber nicht hierauf beschränkt:

- (a) Treuhand-Vereinbarungen (*Escrow Agreement*) betreffend die Verwahrung von Teilen der Kaufpreiszahlungen;
- (b) Übertragungsvereinbarungen (*Share Transfer Deeds*) betreffend sämtlicher Geschäftsanteile der Gesellschaft;
- (c) Geschäftsführungsanstellungsverträge

the shares in obtricon Entwicklungsgesellschaft für Optische Technologien mbH, Berlin, Germany, registered with the commercial register of the local court of Berlin-Charlottenburg under HRB 97481 ("**Company**") by the Principal from Lutz Melchior, Volker Plickert Mathias Grumm, Ventegis Capital AG and VC Fonds Technologie Berlin GmbH (together the "**Sellers**" and any contemplated transactions in connection with the purchase and the acquisition the "**Transaction**") in particular, but not limited to:

1. ACQUISITION AND TRANSFER OF THE SHARES IN THE COMPANY

the signing on or around 17 October 2018 and the subsequent closing of a share purchase agreement including all annexes with the Sellers ("**Share Purchase Agreement**") including the entering into and completion of any and all agreements, ancillary agreements, transactions and term sheets contemplated in the Share Purchase Agreement including, but not limited to:

- (a) any escrow agreements regarding the custody of parts of purchase price payments;
- (b) share transfer agreements regarding all shares of the Company;
- (c) Managing director services agreements

2. AUSÜBUNG VON MITGLIEDSCHAFTSRECHTEN IN DER GESELLSCHAFT

nach Erwerb aller Anteile an der Gesellschaft sämtliche Mitgliedschaftsrechte der Vollmachtgeberin in der Gesellschaft auszuüben, einschließlich des Rechts:

- 2.1 Gesellschafterversammlungen der Gesellschaft unter Verzicht auf sämtliche gesetzlich oder statutarisch vorgeschriebenen Bestimmungen über die Form und Frist der Einberufung und Durchführung einzuberufen und abzuhalten;
- 2.2 Beschlüsse der Gesellschafterversammlung der Gesellschaft zu fassen, einschließlich
 - (a) die Änderung, Ergänzung oder Neufassung der Satzung;
 - (b) die Entlastung von Mitgliedern der Geschäftsführer der Gesellschaft;

3. WEITERE BEVOLLMÄCHTIGUNG

Zudem ist jeder Bevollmächtigte befugt, die Vollmachtgeberin bei der Abgabe jeglicher zusätzlicher Erklärungen, Unterzeichnung jeglicher zusätzlicher Dokumente und Verträge, und der Ergreifung aller Maßnahmen, die der bzw. die jeweilige Bevollmächtigte im Zusammenhang mit den vorstehend aufgeführten Angelegenheiten als sinnvoll oder erforderlich erachtet, umfassend zu vertreten.

Keiner der Bevollmächtigten soll persönliche Verpflichtungen eingehen oder übernehmen oder gegenüber der Vollmachtgeberin oder dritten Personen für Rechtsgeschäfte und Handlungen persönlich haften, die er aufgrund dieser Vollmacht vornimmt. Die Voll-

2. EXERCISE OF SHAREHOLDER RIGHTS IN THE COMPANY

following acquisition of all shares in the Company the exercise of all shareholder rights of the Principal in the Company including in particular, but not limited to, the right:

- 2.1 to convene and hold general meetings of the Company waiving all legal or statutory requirements as to form and notice for the convocation and holding of such shareholder meetings;
- 2.2 to pass resolutions of the general meeting of the Company, including
 - (a) the amendment or restatement of the articles of association;
 - (b) the granting of formal discharge of members of the management;

3. FURTHER AUTHORIZATION

In addition, each Representative shall be authorized to give any further declarations, do all further acts, execute any and all such documents and agreements and to take all measures that the respective Representative deems necessary or useful in connection with any of the above matters.

The Representatives shall not incur or assume any personal obligations or be personally liable for any acts or omissions under this power of attorney vis-à-vis the Principal or any third party. The Principal agrees to ratify and confirm any acts the Representa-

machtgeberin verpflichtet sich, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die die Bevollmächtigten unter dieser Vollmacht vornehmen. Die Vollmachtgeberin verpflichtet sich, die Bevollmächtigten von allen Ansprüchen freizustellen, die infolge ihres Handelns im Zusammenhang mit dieser Vollmacht entstehen oder drohen, es sei denn, sie resultieren aus vorsätzlichem oder grob fahrlässigem Verhalten eines Bevollmächtigten.

Sämtliche Streitigkeiten aus oder im Zusammenhang mit dieser Vollmacht unterliegen deutschem Recht unter Ausschluss seiner kollisionsrechtlichen Regelungen. Soweit rechtlich zulässig, ist ausschließlicher Gerichtsstand Berlin, Deutschland.

Diese Vollmacht ist weit auszulegen. Im Zweifel hat der deutsche Wortlaut Vorrang.

Sollten eine oder mehrere Bestimmungen dieser Vollmacht unwirksam oder undurchsetzbar sein oder werden, berührt diese Unwirksamkeit und/ oder Undurchsetzbarkeit die Wirksamkeit und Durchsetzbarkeit der übrigen Bestimmungen nicht.

tives perform or cause to be performed under this power of attorney. The Principal agrees to indemnify and hold harmless the Representatives from any claims and corresponding liability incurred or threatening in connection with any acts or omissions under this power of attorney, unless resulting from willful misconduct or gross negligence of a Representative.

Disputes arising out of, or in connection with, this power of attorney shall be governed by the substantive laws of the Federal Republic of Germany. To the extent legally permissible, the courts of Berlin, Germany, shall have exclusive jurisdiction.

This power of attorney shall be construed broadly. In case of doubt, the German language version shall prevail.

Should one or more provisions of this power of attorney be or become invalid or unenforceable, such invalidity and/ or unenforceability shall not affect the validity and enforceability of the remaining provisions.

[signature page to follow]

SIGNATURE PAGE

Brillant 3006. GmbH

Place: Berlin

Date: 10/17/18

By:

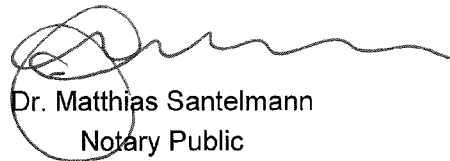


Name: John J. Sperzel III

Title: Director (Geschäftsführer)

I herewith certify the above photocopy to be a true copy of the original.

Berlin, 17 October 2018


Dr. Matthias Santelmann
Notary Public

