

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6191509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SICHUAN KILOWAY ELECTRONICS INC.	06/16/2020
RECEIVING PARTY DATA	
Name:	SICHUAN KILOWAY TECHNOLOGIES CO., LTD.
Street Address:	A412, 133 EAST MIANYANG ROAD, MIANYANG, SICHUAN
City:	MIANYANG
State/Country:	CHINA
Postal Code:	621000
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12796031
Application Number:	12570160
Application Number:	16075980
Application Number:	16075982
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	in@bayramoglu-legal.com
Correspondent Name:	GOKALP BAYRAMOGLU
Address Line 1:	1540 W. WARM SPRINGS ROAD SUITE 100
Address Line 4:	HENDERSON, NEVADA 89014
ATTORNEY DOCKET NUMBER:	GBHD_STANDARD_ASSIGNMENT
NAME OF SUBMITTER:	GOKALP BAYRAMOGLU
SIGNATURE:	/Gokalp Bayramoglu/
DATE SIGNED:	07/09/2020
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is by and between SICHUAN KILOWAY ELECTRONICS INC. ("Assignor") and Sichuan Kiloway Technologies Co., Ltd. ("Assignee").

WHEREAS, Assignor is the registered owner of certain Patents identified in Exhibit A (the "Patents") that is/are registered at the United States Patent and Trademark Office, Application and Patent number(s) also identified in Exhibit A.

WHEREAS, Assignor desires to transfer all of Assignor's rights, title, and interest in and to the Patents to Assignee;

For the term of the Patents and as long as the Assignment remains in effect, Assignor further agrees that it will not challenge, participate in any challenge to, or aid any Third Party in challenging the validity or enforceability of any of the Patents or any future patents that may issue from the Patents in any forum, including but not limited to U.S. Federal District Courts or the United State Patent and Trademark Office's (USPTO's) Patent Trial and Appeal Board (PTAB), except as required by subpoena, by law, or by any governmental or regulatory authority. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Patent Assignment. Assignor irrevocably assigns, grants and transfers to Assignee, all of Assignor's right, title, and interest in and to the Patent, including all common law rights, and any Patent registrations and applications, and the right to sue third parties for and recover damages from future infringement of the Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment.

3. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Patents and to protect and enforce the Patent.

4. Representations and Warranties. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use the patent, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

5. Warranty Disclaimer. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE PATENTS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, ANY LOSS OF PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION ARISING FROM OR RELATED TO THE ENFORCEMENT OR PRACTICE OF THE PATENT AND CLAIMED INVENTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous.

- a) *Independent Contractors*. The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither party has any right or authority to bind the other in any way.
- b) *Notices*. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Assignor:

SICHUAN KILOWAY ELECTRONICS INC.

NO.128, MIANXING EAST ROAD, HIGH-TECH INDUSTRIAL DEVELOPMENT

ZONE MIANYANG, SICHUAN 621000

If to Assignee:

Sichuan Kiloway Technologies Co., Ltd.

A412, 133 East Mianxing Road, Mianyang, Sichuan 621000, China

- c) *Modification and Waiver*. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- d) *Governing Law*. This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.
- e) *Headings*. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- f) *Severability*. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

- g) *Entire Agreement.* Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
- h) *Non-Exclusive Remedies.* The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR

Company name: SICHUAN KILOWAY ELECTRONICS INC.

Signature: 

Name: Zejun PENG

Title: President

Date: 2020.6.16

ASSIGNEE

Company name: Sichuan Kiloway Technologies Co., Ltd.

Signature: 

Name: Mei BAI

Title: President

Date: 2020.06.16

Exhibit A

TITLE OF PATENT	Application No.	Filing Date	Jurisdiction of Filing	Issue No.	Issue Date
A NEW LOW VOLTAGE AND LOW POWER MEMORY CELL BASED ON NANO CURRENT VOLTAGE DIVIDER CONTROLLED LOW VOLTAGE SENSE MOSFET	12/796,031	06/08/2010	The United States	8,259,518	09/04/2012
HIGH-VOLTAGE-RESISTANT RECTIFIER WITH STANDARD CMOS TRANSISTORS	12/570,160	09/30/2009	The United States	8,254,152	08/28/2012
High Reliable OTP Memory with Low Reading Voltage	16/075,980	08/06/2018	The United States	10,510,427	12/17/2019
High Reliability OTP Memory by Using of Voltage Isolation in Series	16/075,982	08/06/2018	The United States	10,504,908	12/10/2019