

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6217934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAOTOU YOURAN NETWORK TECHNOLOGY CO., LTD.	01/01/2016
RECEIVING PARTY DATA	
Name:	BEIJING KUNER TECHNOLOGY CO., LTD.
Street Address:	M605, 6TH FLOOR, RUIDA BUILDING
Internal Address:	74 LUGU ROAD, SHIJINGSHAN DISTRICT
City:	BEIJING
State/Country:	CHINA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15847128
Application Number:	15846930
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	U 020018-9 / U 020017-1
NAME OF SUBMITTER:	JOHN RICHARDS
SIGNATURE:	/John Richards, Reg. No. 31053/
DATE SIGNED:	07/24/2020
Total Attachments: 14	
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技术转让合同书

Technology Transfer Contract

甲方（让与方）：包头市悠然网络科技有限公司

Party A (Transferor Party): Baotou Youran Network Technology Co., Ltd.

地址：内蒙古包头铝业产业园区管委会 315 室

Address: Room 315, Management Committee of Baotou Aluminum Industrial Park, Inner Mongolia

联系人：屈华杰

Contact: Huajie Qu

Telephone: 18500799107

E-mail: quhuajie@kuaivong.net

乙方（受让方）：北京酷能量科技有限公司

Party B (Transferee): Beijing Kuner Technology Co., Ltd.

地址：北京市石景山区鲁谷路 74 号中国瑞达大厦 6 层

Address: M605, 6th Floor, Ruida Building, 74 Lugu Road, Shijingshan District, Beijing

联系人：付昭

Contact: Zhao Fu

Telephone: 13683664363

E-mail: fuzhao@kuner.com.cn

鉴于甲方正在申请的发明专利，经甲乙双方协商，甲方拟将该技术及专利权（若成功申请）转让给乙方，甲乙双方就技术（专利权）转让事宜，经协商一致，签订本合同。

In regards to the invention patents that Party A is applying for, after a negotiation between Party A and Party B, Party A intends to transfer the technology and any associated, or relevant, patent rights (if the applications for patent rights are successful) to Party B. Both parties sign this contract on the technology (patent right) transfer with mutual agreement.

一、专利申请状况 Patent Application Status

1.1.甲方以自身名义对以下发明进行专利申请，具体状况如下：

Party A applies for the patents of the following inventions in its own name, details as attached below:

专利名称 Patent Name	专利类型 Patent Type	申请日 Application Date	申请号 Application Number	申请国家 Country of Patent Application	当前程序 Current Phases
一种移动终端配件及用于移动终端配件的电连接器 MOBILE TERMINAL FITTING AND AN ELECTRIC CONNECTOR FOR THE SAME	发明 Invention	2014-8-22	PCT/CN2014/084978	CN	已经进入美国及欧洲国家 Already entered the United States and Europe
一种移动终端配件及用于移动终端配件的电连接器 MOBILE TERMINAL FITTING AND AN ELECTRIC CONNECTOR FOR THE SAME	发明 Invention	2015-5-27	14/723,269	US	已公开 Disclosed
一种移动终端配件及用于移动终端配件的电连接器 MOBILE TERMINAL FITTING AND AN ELECTRIC CONNECTOR FOR THE SAME	发明 Invention	2015-4-24	EP1516501 3.2	EP	检索中 Searching

二、 转让内容、时间、手续 Transfer Content, Time, Procedure

2.1. 甲方将上述 1.1 条正在申请中的专利对应的全部技术转让给乙方, 转让时间自 2016 年 1 月 1 日起。

Party A transfers all the technologies listed in Article 1.1 in application for patents to Party B. The transfer time is from January 1, 2016.

2.2. 专利权转让及专利证书变更: 若甲方成功申请专利, 甲方应将上述专利权全部无偿转让乙方, 甲方于获得专利证书之日起 30 日内通知乙方, 双方开始进行变更登记, 转让的手续依照专利申请地的具体规定执行。

Transfer of patent rights and change of patent certificates: If Party A's application for patents are successful and Party A acquires the patent certificates, Party A shall transfer all the above patent rights to Party B for free. Party A shall notify Party B within 30 days from the date of obtaining the patent certificates. Both parties begin to register changes, and the procedures for the transfer are implemented in accordance with the specific regulations of the place where the patents were filed.

2.3. 双方可委托第三方机构代为办理上述变更手续, 所需费用由乙方承担。

Both parties can entrust a third-party agency to handle the aforementioned change in procedures on their behalf, and the required expenses shall be borne by Party B.

三、甲方权利与义务 Party A's Rights and Obligations

3.1. 甲方需以甲方名义继续完成 1.1 条所述专利的申请工作，并在获得专利证书之后规定的期限内与乙方办理转让手续。

Party A shall continue to complete the application for the patents mentioned in Article 1.1 in the name of Party A, and handle the transfer formalities with Party B within the time limit specified after obtaining the patent certificates.

3.2. 鉴于专利申请的特殊性，甲方不保证以上正在申请中的专利必然能获得申请地知识产权行政管理部门颁发的专利证书，甲方不因专利申请的失败承担任何违约责任。

In view of the particularity of the patent application, Party A does not guarantee that the patents being applied for above will necessarily obtain the patent certificates issued by the intellectual property administration department of the place where it is applied. Party A shall not be liable for any responsibility in breaching of contract due to the failure of the patent applications.

3.3. 甲方须按照合同约定将该专利涉及的技术材料交付乙方，保证所提供的技术资料是最新的、完整的、正确的。

Party A must deliver the technical materials involved in the patents to Party B in accordance with the contract and ensure that the technical information provided is up-to-date, complete and correct.

3.4. 自协议生效之日起，甲方不再享有上述专利的任何权利（除上述继续申请的权利外），且不得将上述专利自行或转让其他任何第三方予以使用。

From the effective date of the contract, Party A is no longer entitled to any rights to the above patents (except for the rights to those still in application in the above Articles), and shall not transfer the above patents by themselves or any other third party for use.

四、 乙方权利与义务 Party B's Rights and Obligations

4.1. 乙方应安排专人与甲方对接，协助甲方完成后续专利申请工作。

Party B shall assign specific persons to connect with Party A and assist Party A in completing subsequent patent applications and related tasks.

4.2. 若甲方成功申请专利证书，乙方应负责办理转让手续。无论甲方是否成功申请专利证书，乙方均有权获得上述技术。

If Party A successfully attains the patent certificates, Party B shall be responsible for undertaking the transfer formalities and procedures. Regardless of whether Party A is successful in attaining the patent certificates, Party B has the right to obtain the above technologies.

4.3. 乙方按照合同约定，承担后续申请、转让、委托专业代理机构等产生的一切费用。

Party B shall bear all expenses incurred in subsequent applications, transfers, and commission of professional agencies in accordance with the contract.

4.4. 乙方应按时接收甲方交付的技术材料。

Party B shall punctually receive the technical materials delivered by Party A.

五、 技术资料交付 Technical Data Delivery

5.1. 资料内容: 本合同条款 1.1 中所申请专利, 包括但不限于以下资料的原件或电子档:

《专利申请受理通知书》、《专利申请公开文本》、《专利申请公开通知》等。

Data content: the patents applied for in this contract clause 1.1 include but are not limited to the original or electronic file of the following materials: "Notification of Acceptance", "Patent Application Publication Documents", "Notification of Publication of the Application for Invention", et cetera.

5.2. 交付时间: 本合同双方共同签署后 7 个工作日内

Delivery time: within 7 working days after the contract is signed by both parties

交付地点: 北京市石景山区鲁谷路 74 号中国瑞达大厦 6 层 M605

Delivery place: M605, 6th floor, China Ruida Building, No. 74 Lugu Road, Shijingshan District, Beijing

交付方式: 当面交付, 纸质交接单签名确定交付或邮件交接单签名确定交付

Delivery method: delivery in person, signed by paper delivery order or signed by mail delivery order

六、 费用及支付方式 *Fees and Payment Methods*

6.1. 技术/专利权的转让价款总额为零元，即就 1.1 条所述的技术及若该技术申请获得专利的专利权转让，甲方不向乙方收取任何费用。

The total transfer price of technology / patent rights is zero yuan, as Party A will not charge Party B any fees for transfer of the technologies in Article 1.1 and patent rights attained from those technologies.

6.2. 自本协议签订之日起，以上专利申请、转让、委托代理机构等产生的一切其他费用由乙方承担，包括但不限于专利申请费、变更登记费、聘请第三方机构咨询费等。

From the date of signing this agreement, Party B shall bear all other expenses incurred by the above patent applications, transfers, commission agency, et cetera, including but not limited to patent application fees, change registration fees, and consulting fees for hiring third-party agencies.

七、 不可抗力 Force Majeure

7.1. 签约的任何一方，由于战争、严重水灾、火灾、台风、地震以及双方同意的其他不可抗力事故而无法按期执行合同时，则可延长合同的期限，延长期相当于事故所影响的时间。

If either party fails to perform the contract on time due to war, flooding, fire, typhoon, earthquake or other force majeure events agreed by both parties, the contract may be extended for the duration equivalent to the time affected by the accident.

7.2. 受影响的一方应尽快将发生不可抗力事故的情况以电传或电报通知对方，并于此后 14 天内以航空挂号邮件将有关当局出具的证明文件提交另一方确认。

The affected party shall notify the other party by telex or telegram of the occurrence of a force majeure incident as soon as possible, and, within 14 days thereafter, send the certified document issued by the relevant authority to the other party for confirmation by airmail.

7.3. 如不可抗力事故延续到 120 天以上，双方应通过友好协商尽快解决合同继续执行的问题。

If the event of force majeure continues for more than 120 days, the two parties shall resolve the issue of continuing the contract as soon as possible through friendly negotiation.

八、 违约责任 **Liability for Breach of Contract**

8.1. 当事人一方不履行合同义务或者履行合同义务不符合约定的，应当承担继续履行、采取补救措施或者赔偿损失等违约责任。

If one of the parties fails to perform the contractual obligations, or the performance of the contractual obligations has not met the agreement, the party shall be liable for breach of the contract such as they need to continue acting in accordance with the contract, take remedial measures, or compensate for losses as a result of the breach, et cetera.

8.2. 当事人一方明确表示或者以自己的行为表明不履行合同义务的，对方可以在履行期限届满之前要求其承担违约责任。

If one of the parties clearly expresses, either verbally or through their actions, that the party fails to perform their contractual obligations, the other party may require them to bear the liability for breach of the contract before the performance period expires.

九、 争议解决方式 Dispute Resolution

9.1. 签约各方因履行合同发生争议，应协商解决纠纷。

If dispute arises over the performance of the contract, the parties should negotiate to reach a mutual agreement.

9.2. 协商解决不成，签约方同意采用以下第 (1) 种方式解决纠纷：

If negotiation fails, the contracting parties have agreed to use the first (1) method to resolve the dispute:

(1) 申请由 北京 仲裁委员会仲裁；

Application for arbitration to the Beijing Arbitration Commission;

(2) 向有管辖权的人民法院起诉。

To sue in a competent people's court.

9.3. 本合同的解释和执行以中华人民共和国的法律为依据。

The interpretation and implementation of this contract is based on the laws of the People's Republic of China.

十、 其他 Others

10.1. 本合同没有任何条款可被视为放弃权利，也没有任何违约被同意可免除责任，除非有上述权利的一方以书面的形式签字确认这种放弃或同意。

No article in this contract can be regarded as a waiver of rights, and no breach of contract is agreed to be exempt from liability and responsibility, unless such waiver or consent is confirmed in writing by a party having such rights.

10.2. 任何一方以本条第 10.1 项的方式作出放弃或同意的，并不意味着放弃或同意或免除另一方在其他方面或后续的违约责任。

A waiver or consent of either party by way of Article 10.1 of this Article shall not imply a waiver, or consent, or release, of the other party from liability for the breach otherwise or subsequently.

10.3. 对本协议任何修改，以另行签署的补充协议为准。

Any modification to this agreement shall be subject to the supplementary agreement signed separately.

10.4. 本合同一式贰份，双方各执壹份，经双方签字并盖章后生效。

This contract is in duplicate copies, and each party holds one copy. The contract will take effect after both copies are signed and stamped by all parties.

Translator: _____



技术转让合同书

甲方（让与方）：包头市悠然网络科技有限公司

地址：内蒙古包头铝业产业园区管委会 315 室

联系人：屈华杰

电话：18500799107

邮箱：quhuajie@kuaiyong.net

乙方（受让方）：北京酷能量科技有限公司

地址：北京市石景山区鲁谷路 74 号中国瑞达大厦 6 层 M605

联系人：付昭

电话：13683664363

邮箱：fuzhao@kuner.com.cn

鉴于甲方正在申请的发明专利，经甲乙双方协商，甲方拟将该技术及专利权（若成功申请）转让给乙方，甲乙双方就技术（专利权）转让事宜，经协商一致，签订本合同。

一、专利申请状况

1.1 甲方以自身名义对以下发明进行专利申请，具体状况如下

专利名称	专利类型	申请日	申请号	申请国家	当前程序
一种移动终端配件及用于移动终端配件的电连接器	发明	2014-8-22	PCT/CN2014/084978	中国	已经进入美国及欧洲国家
一种移动终端配件及用于移动终端配件的电连接器	发明	2015-5-27	14/723,269	美国	已公开
一种移动终端配件及用于移动终端配件的电连接器	发明	2015-4-24	EP15165013.2	欧洲专利局	欧洲检索中

二、转让内容、时间、手续

1.2 甲方将上述 1.1 条正在申请中的专利对应的全部技术转让给乙方，转让时间自 2016 年 1 月 1 日起。

2.2 专利权转让及专利证书变更：若甲方成功申请专利，甲方应将上述专利权全部无偿转让乙方，甲方于获得专利证书之日起 30 日内通知乙方，双方开始进行变更登记，转让的手续依照专利申请地的具体规定执行。

2.3 双方可委托第三方机构代为办理上述变更手续，所需费用由乙方承担。

三、甲方权利与义务

- 3.1 甲方需以甲方名义继续完成 1.1 条所述专利的申请工作，并在获得专利证书之后规定的期限内与乙方办理转让手续。
- 3.2 鉴于专利申请的特殊性，甲方不保证以上正在申请中的专利必然能获得申请地知识产权行政管理部门颁发的专利证书，甲方不因专利申请的失败承担任何违约责任。
- 3.3 甲方须按照合同约定将该专利涉及的技术材料交付乙方，保证所提供的技术资料是最新的、完整的、正确的。
- 3.4 自协议生效之日起，甲方不再享有上述专利的任何权利（除上述继续申请的权利外），且不得将上述专利自行或转让其他任何第三方予以使用。

四、乙方权利与义务

- 4.1 乙方应安排专人与甲方对接，协助甲方完成后续专利申请工作。
- 4.2 若甲方成功申请专利证书，乙方应负责办理转让手续。无论甲方是否成功申请专利证书，乙方均有权获得上述技术。
- 4.3 乙方按照合同约定，承担后续申请、转让、委托专业代理机构等产生的一切费用。
- 4.4 乙方应按时接收甲方交付的技术材料。

五、技术资料交付

- 5.1 资料内容：本合同条款 1.1 中所申请专利，包含但不限于以下资料的原件或电子档：《专利申请受理通知书》、《专利申请公开文本》、《专利申请公开通知》等。
- 5.2 交付时间：本合同双方共同签署后 7 个工作日内。
交付地点：北京市石景山区鲁谷路 74 号中国瑞达大厦 6 层 M605。
交付方式：当面交付，纸质交接单签名确定交付或邮件交接单签名确定交付。

六、费用及支付方式

- 6.1 技术/专利权的转让价款总额为零元，即就 1.1 条所述的技术及若该技术申请获得专利的专利权转让，甲方不向乙方收取任何费用。
- 6.2 自本协议签订之日起，以上专利申请、转让、委托代理机构等产生的一切其他费用由乙方承担，包括但不限于专利申请费、变更登记费，聘请第三方机构咨询费等。

七、不可抗力

- 7.1 签约的任何一方，由于战争、严重水灾、火灾、台风、地震以及双方同意的其他不可抗力事故而无法按期执行合同时，则可延长合同的期限，延长期相当于事故所影响的时间。

7.2 受影响的一方应尽快将发生不可抗力事故的情况以电传或电报通知对方，并于此后 14 天内以航空挂号邮件将有关当局出具的证明文件提交另一方确认。

7.3 如不可抗力事故延续到 120 天以上，双方应通过友好协商尽快解决合同继续执行的问题。

八、违约责任

8.1 当事人一方不履行合同义务或者履行合同义务不符合约定的，应当承担继续履行、采取补救措施或者赔偿损失等违约责任。

8.2 当事人一方明确表示或者以自己的行为表明不履行合同义务的，对方可以在履行期限届满之前要求其承担违约责任。

九、争议解决方式

9.1 签约各方因履行合同发生争议，应协商解决纠纷；

9.2 协商解决不成，签约方同意采用以下第 (1) 种方式解决纠纷：

(1) 申请由 北京 仲裁委员会仲裁；

(2) 向有管辖权的人民法院起诉。

9.3 本合同的解释和执行以中华人民共和国的法律为依据。

十、其他

10.1 本合同没有任何条款可被视为放弃权利，也没有任何违约被同意可免除责任，除非有上述权利的一方以书面的形式签字确认这种放弃或同意。

10.2 任何一方以本条第 10.1 项的方式作出放弃或同意的，并不意味着放弃或同意或免除另一方在其他方面或后续的违约责任。

10.3 对本协议任何修改，以另行签署的补充协议为准。

10.4 本合同一式贰份，双方各执壹份，经双方签字并盖章后生效。

甲方：包头市悠然网络科技有限公司

(盖章)

委托代理人：

乙方：北京酷能能量科技有限公司

(盖章)

委托代理人：

共同签署时间：2016 年 8 月 8 日