

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEWERTOKIN GMBH	01/14/2021
RECEIVING PARTY DATA		
Name:	DEWERTOKIN TECHNOLOGY GROUP CO. LTD.	
Street Address:	JIAXING PHOTVOLTAIC SCIENCE AND INNOVATION PARK, NO. 1288 KANGHE ROAD, XIUZHOU DISTRICT	
Internal Address:	ROOM 247, NO. 6 BUILDING,	
City:	JIAXING, ZHEJIANG	
State/Country:	CHINA	
Postal Code:	314011	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	12338725	
Application Number:	12338762	
Application Number:	12338790	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	248-641-1600	
Email:	troymailroom@hdp.com, mshimbo@hdp.com	
Correspondent Name:	HARNESS, DICKEY, AND PIERCE PLC	
Address Line 1:	5445 CORPORATE DRIVE	
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NAME OF SUBMITTER:	PAUL A. KELLER	
SIGNATURE:	/Paul A. Keller/	
DATE SIGNED:	09/07/2021	
Total Attachments: 9		
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AGREEMENT

协议

PURCHASE AND ASSIGNMENT OF INTELLECTUAL PROPERTY ("AGREEMENT") No. 2

购买及转让知识产权（“协议”）第 2 号

This AGREEMENT is made the 14 January 2021.

本协议于 2021 年 1 月 14 日签署。

BETWEEN: DewertOkin GmbH, a company organized and existing under the laws of
缔约方: Germany, with its headoffice located at Weststrasse 1, 32278
Kirchlingern, Germany (the "SELLER")
德沃康德国有限公司，一家根据德国法律组建并存续的公司，总部位于德
国基希伦根维斯茨拉斯 1 号，邮政编码 32278（“卖方”）

AND: DewertOkin Technology Group Co., Ltd., a company organized and
与: existing under the laws of People's Republic of China (PRC), with its
headoffice located at Room 247, No. 6 Building, Jiaxing Photovoltaic
Science and Innovation Park, No. 1288 Kanghe Road, Xiuzhou District,
Jiaxing City, Zhejiang Province, PRC (the "PURCHASER")
德沃康科技集团有限公司，一家根据中华人民共和国（“中国”）法律成
立及存续的公司，其总部位于中国浙江省嘉兴市秀洲区康和路 1288 号嘉兴
光伏科技创新园 6 号楼 247 室（“买方”）

Preamble

引言

The SELLER and the PURCHASER are companies of the Phoenix Mecano Group based in Switzerland. Both companies are internationally engaged in activities in linear drives and drive system technology. THE SELLER is the legal and beneficial owner of various Intellectual Property Rights and currently assumes core entrepreneurial functions and risk in relation to the business unit DewertOkin. The DewertOkin business unit is undergoing a restructuring. As a result of this restructuring, the SELLER will henceforth only perform routine functions whereas the entrepreneurial functions and risk including the business opportunities related therewith, will be assumed by affiliates entities, in particular the PURCHASER. In this respect, the parties have agreed that the SELLER will sell a certain number of its Intellectual Property Rights to the PURCHASER. The transfer of these Intellectual Property Rights shall take place in two stages.

卖方和买方是总部位于瑞士的菲尼克斯美卡诺集团旗下的公司。两家公司均为线性驱动器和驱动系统技术的国际制造商。卖方是各种知识产权的合法和实际所有人，目前承担着德沃康业务的核心企业职能以及业务相关的风险。德沃康业务区块正在进行重组。由于重组，卖方将仅履行日常职能，而企业职能

及风险（包括相关商机）将由买方承担。鉴于，双方同意，卖方将向买方出售一定数量的知识产权，这些知识产权的转让应分两个阶段进行。

Based on the following provisions of this AGREEMENT No.2, the parties agree that the SELLER shall sell and transfer the second part of his Intellectual Property Rights as defined below to the PURCHASER. 基于本协议 2 的以下规定，双方同意，卖方将其知识产权的第二部分（定义如下）出售并转让给买方。

1. Definition of Intellectual Property Rights

知识产权的定义

- 1.1 Intellectual Property, for the purposes of this AGREEMENT, is defined as patents, utility patents, design patents and trademarks, which are already registered or applications of patents, utility patents, design patents and trademarks, and which are as listed in Exhibit A to this AGREEMENT (the "IP RIGHTS").

就本协议而言，知识产权的定义为本协议附件 A 所列的已注册或申请的专利、实用专利、设计专利和商标（“知识产权”）。

- 1.2 The SELLER is the sole owner of the IP Rights or applicant for the registration of the respective IP RIGHT.

卖方是知识产权的唯一所有人或相关知识产权的注册申请人。

2. Sale of IP RIGHTS

知识产权的出售

- 2.1 The purchase price for the IP RIGHTS amounts to 1,370,000 Euro and is payable until 28 February 2021 the latest by transfer to the SELLERS account.

知识产权的购买价格为 1,370,000 欧元，最迟应于 2021 年 2 月 28 日之前以转账方式支付至卖方账户。

- 2.2 The Parties acknowledge that the purchase price for the IP RIGHTS was based on an agreement on actuator sales forecasts for a certain planning period at the time of the transfer. If the actual actuator sales volume in financial year 2021 substantially deviate from the actuator sales forecasts that had been the basis for the purchase price determination of the purchase price, a one-time adjustment amount on the original Purchase Price is to be paid by 31 March 2022 by the party benefiting from the deviation.

For the purpose of this clause, a substantial deviation shall mean that the actuator sales volumes in financial year 2021 exceed the projected actuator sales used in the valuation to determine the purchase price by more than 30 % or is more than 30 % lower.

The adjustment amount equals to: (1) purchase price for the IP RIGHTS times the deviation in % of actual actuator sales 2021 compared to actuator sales forecast 2021 excluding the 30 % non-substantial deviation, or (2) 300,000 Euro, whichever is less.

双方确认，知识产权的购买价格系基于转让时双方对特定期限内驱动器的销售预测。如果在 2021 财务年度，驱动器的实际销售额与作为购买价格基础的预测的销售额具有实质性偏差，此偏差的

受益方应当在原始购买价格的基础上向另一方支付一次性的调整费用。调整费用应当在不晚于 2022 年 3 月 31 日支付。

出于本条款的目的，实质性偏差是指 2021 财务年度驱动器的实际销售额与预测的销售额之间的差异超过预测销售额的 30%或少于预测业绩的 30%。

调整费用为下列数额的较低者：（1）知识产权的购买价格乘以 2021 财务年驱动器实际销售额与 2021 年驱动器预测销售额的偏差百分比（扣除 30%的非实质性偏差），或（2）300,000 欧元。

- 2.3 Each party shall be responsible for duly reporting and paying all PRC taxes arising from the purchase and sale of IP-RIGHTS under this AGREEMENT in accordance with the laws of PR China.

各方应根据中华人民共和国法律，负责及时申报和支付本协议项下因买卖知识产权而产生的所有中国税收。

3. Assignment of IP RIGHTS

知识产权的转让

- 3.1 The SELLER transfers the legal ownership of IP RIGHTS to the PURCHASER. In consideration of the sum agreed upon in Section 2.1, the SELLER hereby assigns to the PURCHASER absolutely any and all its right, title and interest in and to the IP RIGHTS, including:

卖方将知识产权的法定所有权转让给买方。鉴于第 2.1 节中约定的金额，卖方兹将其对知识产权的任何及所有权利、所有权及权益，包括以下各项，绝对转让予买方，其中包括：

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications already filed;
对根据任何已提交的申请所授予的任何登记的绝对权利；
- (b) any and all goodwill attaching to the IP-RIGHTS; and
知识产权所附带的任何和所有商誉；以及
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the IP-RIGHTS whether occurring before, on, or after the EFFECTIVE DATE of this AGREEMENT.

就任何知识产权的任何侵犯或任何其他因拥有权而引起的诉讼，无论是在本协议生效日之前、当日或之后发生的，均有权提出、做出、反对、辩护、上诉程序、索偿或诉讼，并取得赔偿（及保留任何已退回的损害赔偿）。

- 3.2 The Parties agree that from 1 January 2021 (the "EFFECTIVE DATE") on the PURCHASER will be the sole owner of the IP RIGHTS and SELLER has no further claims to the IP RIGHTS.

双方同意，从 2021 年 1 月 1 日（“生效日期”）起，买方将成为该等知识产权的唯一拥有人，而卖方亦不再对该等知识产权提出进一步的权利要求。

- 3.3 In the period from the signing of this AGREEMENT until the PURCHASER is entered in the relevant register, the SELLER undertakes to exercise the IP RIGHTS on behalf of the PURCHASER vis-à-vis third parties.

在本协议签署后至买方在相关登记册中登记期间，卖方承诺代表买方向对第三方的知识产权。

4. Further Assurance

进一步的保证

- 4.1 The SELLER shall, at the cost of the PURCHASER, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by applicable law or which the PURCHASER requests (e.g. a deed of assignment or any other form requested by a local Authority), to vest in the PURCHASER the full benefit of the right, title and interest assigned to the PURCHASER under this AGREEMENT, including:

卖方应在买方承担费用的情况下，执行（或促使执行）所有进一步的行为和事项，并执行和交付（或促使执行或交付）适用法律所要求或买方要求的所有进一步文件（例如转让契约或地方当局要求的任何其他形式），使买方获得根据本协议转让给买方的权利、所有权和利益的全部权益，其中包括：

- (a) the filing of all necessary applications of the PURCHASER as applicant or as applicable proprietor of the IP RIGHTS within in the course of three (3) months as far as possible from the EFFECTIVE DATE; and

买方尽可能在生效日期起三（3）个月内，以知识产权申请人或适用的知识产权所有人的身份提交所有必要的申请；以及

- (b) assisting the PURCHASER in obtaining, defending and enforcing the IP RIGHTS, and assisting with any other proceedings which may be brought by or against the PURCHASER against or by any third party relating to the IP RIGHTS.

协助买方获得、维护和执行知识产权，并协助买方处理就知识产权向任何第三方提出的或任何第三方向买方提出的任何其他诉讼。

- 4.2 SELLER has concluded the license agreements with La-Z-Boy Inc, Monroe, US only. The parties agree that these will be transferred to the PURCHASER. There are no change-of-control-clauses within the license agreements which may prevent the transfer of the license agreements to the PURCHASER. The parties will inform the licensees of the transfer of the IP RIGHTS and ask for their approval to the transfer of the license agreement to the PURCHASER.

卖方已经且仅与 La-Z-Boy Inc, Monroe, US 签署了许可协议，双方同意将这该许可协议转让给买方。许可协议中不存在可能阻止向买方转让许可协议的控制权变更条款。双方将通知被许可人知识产权的转让情况，并要求他们批准将许可协议转让给买方。

- 4.3 The SELLER undertakes to transfer all documents attached to the IP RIGHTS to PURCHASER when the assignment of the IP Rights becomes effective.

卖方承诺在知识产权转让生效时，将知识产权所附带的所有文件移交给买方。

5. Warranties

保证

The SELLER warrants that:

卖方保证:

- (a) he is the legal and beneficial owner of, and owns all the rights and interests in, the IP RIGHTS;
卖方是知识产权的合法受益所有人, 并拥有知识产权的所有权利和利益;
- (b) he has not licensed or assigned any of the IP RIGHTS or terminated license agreements before or on the EFFECTIVE DATE except for a license agreement with La-Z-Boy Inc, Monroe, US;
在生效日期之前或当日, 除 La-Z-Boy Inc, Monroe, US 外, 卖方没有许可或转让任何知识产权或终止许可协议;
- (c) the IP RIGHTS are free from any security interest, option, mortgage, charge or lien;
知识产权不附带任何担保权益、选择权、抵押、押记或留置权;
- (d) he is unaware of any infringement or likely infringement of any of the IP RIGHTS;
卖方不存在任何侵犯或可能侵犯任何知识产权的行为;
- (e) so far as he is aware, all the IP RIGHTS are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the IP RIGHTS; and
据卖方所知, 所有知识产权均属有效及持续存在, 并且没有任何有关任何知识产权的所有权、有效性或使用相关的待决或潜在的索赔、质疑、争议或诉讼; 以及
- (f) so far as it is aware, exploitation of the IP RIGHTS will not infringe the rights of any third party.
就其所知, 知识产权的利用不会侵犯任何第三方的权利。

6. Variation

变更

No variation of this AGREEMENT shall be effective unless it is in writing and signed by the authorised representatives of the parties.

除非采用书面形式并由双方授权代表签字, 否则本协议的任何变更均属无效。

7. Severance

可分割性

If any provision or part-provision of this AGREEMENT is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section 7.1 shall not affect the validity and enforceability of the rest of this AGREEMENT. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

如果本协议的任何条款或部分条款无效或变得无效、非法或不可执行，则应视为对其进行必要的最小程度的修改，以使其有效、合法和可执行。如果无法进行修改，则相关条款或部分条款应被视为删除。根据本条第 7.1 条项下的某一条款或部分条款的任何修改或删除不应影响本协议其他条款的有效性和可执行性。如果本协议中的任何条款或部分条款无效、非法或不可执行，双方应本着诚意协商修改该条款，使修改后的条款合法、有效、可执行，并在最大程度上实现原条款的预期商业效果。

8. Governing Law

管辖法律

This AGREEMENT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of PR China.

本协议以及因本协议或其标的物或构成而产生的，或与之相关的任何争议或索赔（包括非合同争议或索赔），均应受中华人民共和国法律管辖并根据其进行解释。

9. Jurisdiction

管辖权

- 9.1 In the event of any dispute, controversy or claim (collectively "Dispute") arising between the parties out of or in relation to this AGREEMENT, or the breach, termination or validity thereof, the parties shall attempt in the first instance to resolve such dispute through friendly consultations.

如果双方因本协议或与本协议有关的违约、终止或有效性而产生任何争议、纠纷或索赔（统称为“争议”），双方应首先通过友好协商解决此类争议。

- 9.2 If the Dispute has not been resolved by friendly consultations within thirty (30) days after one party has served written notice to the other party requesting the commencement of such consultations, then any concerned party may demand that the Dispute be finally settled by arbitration in accordance with the following provisions.

如果在一方向另一方发出书面通知要求开始此类协商后三十（30）天内，争议仍未通过友好协商解决，则任何有关当事人均可要求按照下列规定通过仲裁最终解决争议。

- 9.3 Any dispute arising from or in connection with this AGREEMENT shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration (CIETAC) which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

因本协议引起的或与本协议有关的任何争议，应提交中国国际经济贸易仲裁委员会（CIETAC）仲裁。仲裁应按照申请仲裁时有效的委员会仲裁规则进行。仲裁裁决为最终裁决，对双方均有约束力。

- 9.4 There shall be three (3) arbitrators, a least one of the arbitrators shall be European.

仲裁庭应有三（3）名仲裁员，其中至少一名仲裁员应是欧洲人。

- 9.5 The arbitration shall be conducted in English.

仲裁应以英语进行。

9.6 The venue for the arbitration shall be Shanghai, PR China.

仲裁地点应在中国上海。

9.7 Upon and after the submission of any dispute to arbitration, the parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective obligations under this Agreement, except insofar as the same may relate directly to the matters in dispute.

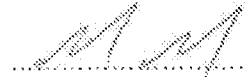
在将任何争议提交仲裁后，双方应继续行使各自剩余的权利，并履行本协议项下各自剩余的义务，但与争议事项直接相关的除外。

9.8 The parties hereby agree that any arbitration award rendered in accordance with the provisions of this Section 9 shall be final and binding upon the concerned parties, and the parties further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located.

双方特此同意，根据本第 9 节的规定做出的任何仲裁裁决应为最终裁决，并对双方具有约束力。双方还同意，该裁决可由对裁决对象或该当事人资产有管辖权的任何法院执行，无论该资产位于何处。

Signed on behalf of SELLER

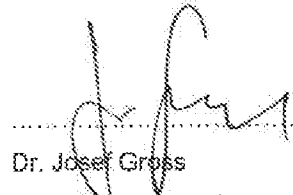
卖方代表签字



Markus Kersting
Managing Director

Signed on behalf of PURCHASER

买方代表签字



Dr. Josef Gross
Legal Representative

Internal Reference	Country Code	Type	Application Date	Application No.	max. validity date	Title	Status	Summary and General Information
70-026WOUS	US	PT	18.12.2008	12/338725	18.12.2028	Powered Furniture	G	IFT Intalift - to lift the seat and back support with its own sub frame from an outer base frame
70-026WOUS II	US	PT	18.12.2008	12/338762	18.12.2028	Powered Furniture	G	IFT Intalift - to lift the seat and back support with its own sub frame from an outer base frame
70-026WOUS III	US	PT	18.12.2008	12/338790	18.12.2028	Powered Furniture	G	IFT Intalift - to lift the seat and back support with its own sub frame from an outer base frame
70-026GB	GB	PT	26.10.2004	0423690.7	26.10.2024	Powered Lift Reclining Chair	G	IFT Intalift - to lift the seat and back support with its own sub frame from an outer base frame
70-026WOJP	JP	PT	13.10.2004	2006537396	13.10.2024	Powered Lift Reclining Chair	G	IFT Intalift - to lift the seat and back support with its own sub frame from an outer base frame
20-194EU	EU	DP	42020	2615286	16.01.2040	Profil	R	Design of Deskdrive