

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7137975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
XI'AN WESTPEACE FIRE TECHNOLOGY CO., LTD.	01/25/2022

RECEIVING PARTY DATA

Name:	NANO FIRE, LLC
Street Address:	30 SKYLINE DRIVE
City:	PLAINVIEW
State/Country:	NEW YORK
Postal Code:	11803

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	8778213
Patent Number:	8865014
Patent Number:	8871110
Patent Number:	9199108
Patent Number:	9248328
Patent Number:	9254399
Patent Number:	9295864
Patent Number:	9457210
Patent Number:	9636533
Patent Number:	9662522
Patent Number:	9662523
Patent Number:	9675825
Patent Number:	9717939
Patent Number:	9744389
Patent Number:	9750966
Patent Number:	9937368
Patent Number:	9974992
Patent Number:	10035033
Patent Number:	10092786
Patent Number:	10335625

PATENT

CORRESPONDENCE DATA**Fax Number:** (631)844-0081*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.***Phone:** 6318440080**Email:** John@tb-iplaw.com**Correspondent Name:** JOHN TUTUNJIAN**Address Line 1:** 401 BROADHOLLOW ROAD**Address Line 2:** SUITE 402**Address Line 4:** MELVILLE, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	860-0
NAME OF SUBMITTER:	JOHN TUTUNJIAN
SIGNATURE:	/J. TUTUNJIAN/
DATE SIGNED:	01/25/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 10


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Patent Assignment Agreement

专利转让协议

This ASSIGNMENT AGREEMENT is entered into by and between the following parties:

本协议由以下各方签订


Xi'an Westpac Fire Technology Co., Ltd (hereinafter referred to as "Assignor")

西安西帕特消防科技有限责任公司 (以下简称“转让人”)

Address: Qingyang Building, Tsinghua Science Park No.65 Keji 2nd Road, Gaoxin District, Xi'an City Shaanxi Province, People's Republic of China.

地址：中国陕西省西安市高新区科技二路 65 号清华科技园清扬国际大厦

Postcode: 710075

邮编：710075

AND

Nano Fire, LLC (hereinafter referred to as "Assignee")

纳诺消防有限责任公司 (Nano Fire, LLC, 以下简称“受让人”)

Address: 30 Skyline Drive, Plainview, NY, United States of America

地址：美国纽约州普莱恩维尤市天际线大道 30 号

Postcode: 11803

邮编：11803

Whereas:

鉴于：

1. Xi'an Westpeace Fire Technology Co., Ltd (hereinafter referred to as "Assignor"), a corporation formed under the laws of People's Republic of China, having a place of business at Xi'an, China, owns series of the mentioned U.S. patent rights, compound with all rights and obligations. Assignor herewith to assign all of the above rights and interests of the mentioned U.S. patents to the Assignee.

1. 西安威西特消防科技有限责任公司（以下简称“转让人”）是一家根据中国公司法设立在中国西安的公司，其享有一系列的美国专利权。转让人愿意将自己的已授权的美国专利转让给受让方。

2. Nano Fire, Inc (hereinafter referred to as "Assignee"), a corporation formed under the laws of New York, having a place of business at 30 Skyline Drive, Plainview, NY 11803, desires to acquire an ownership interest in the mentioned series of U.S. patent rights and the relevant interest.

2. 纳诺消防有限责任公司 (Nano Fire, LLC, 以下简称“受让人”)，是一家根据纽约法律在纽约成立的公司，其愿意受让转让方的系列美国专利和相关利益。

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Assignor and Assignee have reached this Agreement regarding the series of U.S. Patent Rights owned by Xi'an Westpeace Fire Technology Co., Ltd.

双方在平等友好协商的基础上，就西安威西特消防科技有限责任公司拥有的系列美国专利事项，达成以下协议。

1. Subject Matter

1. 转让标的

A. The Assignor agrees to assign and transfer the entire right, title, and interest for the United States, its and to all patents listed on Exhibit A.

A. 转让人同意将附件 A 所列的全部美国专利的各项权利、所有权和权益转让给受让人。

B. Once the assignment is completed, the Assignee shall have all rights, titles, and interests to enforce the assigned patent and sue for present and all future infringement of the patent rights and acquire the associated benefits. The Assignee promises not to bring a lawsuit against the existing customers of the Assignor, and does not hinder the continuous cooperation therebetween in the original scope.

B. 转让完成后，受让人有权以自己的名义实施所受让的专利，并就实施专利获取收益。同时，受让人就现在和将来所有侵犯受让专利权的行为有权提起诉讼，并获取相关的利益。受让人承诺不对转让人的现有客户提起诉讼，并且不得碍转让人与现有客户在原有范围的继续合作。

2. Consideration and Payment

2. 专利权转让的对价及支付

A. The two parties agree that the Assignment Fee for the mentioned patent rights (including the relevant patent applications) is \$2,000,000 in total, and the Assignee should pay the Assignment Fee to the Assignor.

A. 双方同意，以 200 万美元作为本协议约定的专利权（包含专利申请权）转让的对价，由受让方向转让方支付。

B. The Assignee undertakes to remit the above Assignment Fee to the Assignor by wire transfer on December 10, 2021.

B. 受让人承诺在 2021 年 12 月 10 号，将上述对价电汇给转让人。

3. Handling of Patent Assignment (Including the relevant Patent Applications)

3、专利权（含专利申请）转让的办理

A. The Assignor shall cooperate with the Assignee in filling out the forms relating to the patent assignment, and cooperate with the Assignee in going through the procedures relating to the patent assignment (including the relevant patent applications) with the authorities.

A. 转让方应当配合受让方填写各种与专利权转让有关的表格，配合受让方向授权机关办理各种与专利权（申请权）转让有关的手续。

B. The Assignor shall execute all rightful oaths, assignments, powers of attorney, and other papers related to the patent assignment (including the relevant patent applications), communicate to said Assignee, its successors, assigns and legal representatives, all facts known to the undersigned relating to said patents and the history thereof, and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said patents and for vesting title to said patents, in said Assignee, its successors, assigns and legal representatives.

B. 转让人应当签署所有合法的与专利权（含申请）转让相关的宣誓书、转让书、授权委托书和其他文件，与上述受让人、其继承人、受让人和法定代表人沟通下列签字人所知道的与上述专利有关的一切事实及其历史，并尽其所能地办理受让

人、其继承人、受让人或法定代表人认为对于协助保护和维持该专利的合理专利保护，和对于使所有专利的所有权归属于上述受让人、其继承人、受让人和法定代表人而言有利的事务。

C. The Assignee shall bear all the costs and expenses associated with the procedures relating to the patent assignment. The costs include but are not limited to: official fees, attorney fees, postal fee, etc.

C、受让人应承担与专利权转让相关的全部费用，费用包括但不限于：官费、律师费和邮费等。

4. Declaration of Assignor

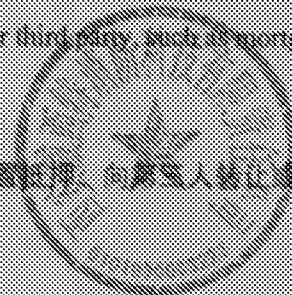
4、转让方的声明

A. The assigned patent rights (including the relevant patent applications) has no disputes and other relevant facts with other third party, such as mortgage, assignment to a third party or co-ownership, etc.

A、转让的专利（含专利申请）没有设置质押、向第三人转让或与他人共有等其他相关事实和争议。

B. The execution of this Agreement has been approved by the relevant higher authority or the board of directors of the Assignor, and the execution of this Agreement will not fail to have its legal effect due to the approval procedures.

B、本协议的签署已经获得转让方相关上级或公司董事会的批准，不会因审批程序而导致本协议的签署不能产生应有的法律效力。



C. The signatories executing this Agreement shall be duly authorized by their legal representative who has the right to execute this Agreement.

C. 签署本协议的当事人应当具有合法的代理权，有权签署本协议书。

5. Execution of Assignment

5. 协议的生效

A. The execution of this Agreement by the parties does not mean that this Agreement has become effective. It can only mean that the parties have acknowledged the text thereof and agreed upon the terms and conditions.

A. 本协议的双方签署本协议并不表明本协议已经生效，只能表明双方已经认可协议文本并且就各项条款达成一致。

B. This assignment is conditional based on the Assignor's receipt of the agreed-to consideration. This agreement becomes effective under the condition that the Assignee shall wire the Assignment Fee to Assignor by no later than Friday, December 10, 2021. Under no circumstance will this assignment be effective unless and until Assignor receives the Assignment Fee with \$2,000,000.

B. 本协议生效的前提条件是，受让人应不迟于2021年12月10日（星期五）将转让金/对价电汇给转让人。倘若转让人收到本协议约定的转让金200万美元，否则本转让协议书在任何情况下都不生效。

C. Before the Assignee wire the Assignment Fee to Assignor, any party's no performance or delay performance of this Agreement shall not constitute a breach.

C. 在受让人向转让人支付专利转让金之前，任何一方没有履行或迟延履行本协议的行为均不构成违约。

6. Breach Obligations

6. 违约责任

A. After receiving the Assignment fee, the Assignor shall send a scanned electronic copy of the signed Assignment Agreement within three business day therefrom to the Assignee by email. If the assignor fails to cooperate with the Assignee for requiring the necessary document or going through the procedures relating to the patent assignment, and causing the patent assignment delayed or cannot be transferred in time, the Assignor should pay the liquidated damages with 0.1% of the Assignment Fee per day, until the patent assignments completed and the patent rights (including the relevant patent applications) have been transferred to the Assignee.

A. 在收到受让方支付的专利转让金后，转让方应在三个工作日内向受让方通过邮件发送扫描版的签字的转让协议。如果转让方在甲方要求协助办理转让所需的手续时不予以配合，导致转让延误或不能及时办理的，每延误一天，受让方有权向转让方要求支付专利金的0.1%的违约金。直至专利转让手续办理结束，专利权（含专利申请）的所有人变更到受让方的名下。

B. If the patent rights cannot be transferred to the Assignee due to the Assignor co-owns the patent rights (including the relevant patent applications) with others, or the Assignor has transferred the mentioned patent rights to the other third party, the Assignor shall actively communicate with the relevant parties, and persuades them to transfer the patent rights to the Assignee. If the above efforts fails, and the mentioned patent rights could not be transferred to the Assignee finally, this could constitute breach of the Agreement. The Assignment Fee \$2,000,000 should be paid back and

ten times the bank interest of the Assignment for \$2,000,000 should be paid by Assignor as compensation.

B. 转让人因专利与他人共有，向他人转让等不能顺利转让至受让方的名下，则乙方应积极向任何第三方沟通，将专利权转让至受让人的名下。如果转让人的上述努力不能产生积极的后果，则构成违约。转让人应退还 200 万美元的转让金，并且转让人应支付 200 万转让金的银行利息的十倍作为赔偿。

7. Resolution of Dispute

7. 争议解决

The Parties should cooperate in good faith and use reasonable efforts to resolve any disputes, controversy, or claim arising out of the performance of this Agreement. If the Parties are unable to resolve a dispute, then any party can file the dispute to the China International Economic and Trade Arbitration Commission (CIETAC).

双方因本协议的条款的理解分歧、履行等发生争议，应协商解决。不能达成协议的，任何一方有权向中国国际经济贸易仲裁委员会 (CIETAC) 提出仲裁。

8. Application of Law

8. 法律适用

The applicable law of this Agreement is the law of the state of New York, the United States.

本协议的解释、争议解决等适用美国纽约州的法律。

ASSIGNOR - (Xi'an Westpeace Fire Technology Co., Ltd.)

转让人：(西安威而特消防科技有限责任公司)

Date: 01/25/2022

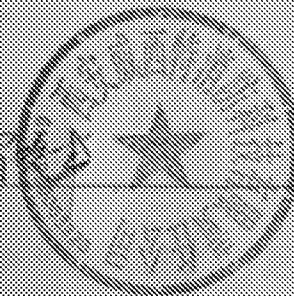
Zhou Jun Li

Month:Day:Year

By:

Title:

日期 2022-01-25



年/月/日

签字人

职务

ASSIGNEE - (Nano Fire, LLC)

受让人：(纳诺消防有限责任公司)

Date: 12/10/21

Teddy Haggerty

Month:Day:Year

By: Teddy Haggerty

Title: President

日期 12/10/21

Teddy Haggerty

签字人: Teddy Haggerty

职务: 总裁

EXHIBIT A

Patent Listing

<u>US patent No:</u>	<u>Issued</u>	<u>Listed owner</u>
1) 8778213	Jul. 15, 2014	Xi'an Westpeace Fire Technology Co., Ltd.
2) 8865014	Oct. 21, 2014	Xi'an Westpeace Fire Technology Co., Ltd.
3) 8871110	Oct. 28, 2014	Xi'an Westpeace Fire Technology Co., Ltd.
4) 9199108	Dec. 1, 2015	Xi'an Westpeace Fire Technology Co., Ltd.
5) 9248328	Feb. 2, 2016	Xi'an Westpeace Fire Technology Co., Ltd.
6) 9254399	Feb. 9, 2016	Xi'an Westpeace Fire Technology Co., Ltd.
7) 9295864	Mar. 29, 2016	Xi'an Westpeace Fire Technology Co., Ltd.
8) 9437210	Oct. 4, 2016	Xi'an Westpeace Fire Technology Co., Ltd.
9) 9636533	May 2, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
10) 9662522	May 30, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
11) 9662523	May 30, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
12) 9675825	Jun 13, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
13) 9717939	Aug. 1, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
14) 9744389	Aug. 29, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
15) 9750966	Sep. 5, 2017	Xi'an Westpeace Fire Technology Co., Ltd.
16) 9937368	Apr. 10, 2018	Xi'an Westpeace Fire Technology Co., Ltd.
17) 9974992	May 22, 2018	Xi'an Westpeace Fire Technology Co., Ltd.
18) 10035033	Jul 31, 2018	Xi'an Westpeace Fire Technology Co., Ltd.
19) 10092786	Oct. 9, 2018	Xi'an Westpeace Fire Technology Co., Ltd.
20) 10334625	Jul. 2, 2019	Xi'an Westpeace Fire Technology Co., Ltd.