

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8092874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TEST EVOLUTION CORPORATION	08/01/2023
RECEIVING PARTY DATA	
Name:	SHANGHAI LING CE ELECTRONICS TECHNOLOGY CO., LTD
Street Address:	ROOM 401A, NO. 120, LANE 91, E'SHAN ROAD, PUDONG NEW DISTRICT
City:	SHANGHAI
State/Country:	CHINA
Postal Code:	200127
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9910086
PCT Number:	US2014011449
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<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:	9498527792
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1:	2050 MAIN STREET, SUITE 1100
Address Line 4:	IRVINE, CALIFORNIA 92614-8255
ATTORNEY DOCKET NUMBER:	44772/4
NAME OF SUBMITTER:	ASHELI MOSLEY
SIGNATURE:	/Asheli Mosley/
DATE SIGNED:	08/02/2023
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 1, 2023, is made by Test Evolution Corporation, a Delaware corporation (“Seller”), and Shanghai Ling Ce Electronics Technology Co., Ltd, a limited liability company incorporated in Shanghai, China (“Purchaser”). Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below) unless otherwise expressly indicated.

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated as of July 13, 2023 (the “Asset Purchase Agreement”), pursuant to which Purchaser has agreed to purchase certain assets of Seller, including the Intellectual Property Assets; and

WHEREAS, the parties have agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party, intending to be legally bound, hereby agrees as follows:

1. Assignment. Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser, and its successors and assigns, to have and to hold forever, all right, title and interest of Seller in and to the Intellectual Property Assets, including all goodwill associated therewith, free and clear of all Liens (other than Permitted Liens), and Purchaser hereby accepts all right, title and interest of Seller in and to the Intellectual Property Assets, free and clear of all Liens (other than Permitted Liens), including the following:

1.1 the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

1.2 all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.3 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.4 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request and at Purchaser's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to (a) effect, evidence, transfer, and perfect the assignment of the Intellectual Property Assets to Purchaser, or any assignee or successor thereto, and (b) maintain, protect, and enforce the same, including without limitation by participating in litigation and regulatory proceedings.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. General. This IP Assignment may be amended, modified or waived only by a written instrument duly signed by each of the parties to this IP Assignment. The words "include," "includes" and "including" herein shall be deemed to be followed by the phrase "without limitation."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first above written.

SHANGHAI LING CE ELECTRONICS
TECHNOLOGY CO., LTD

By:  _____

Name: Yue Lin

Title: General Manager

Address for Notices:

Room 401A, No. 120, Lane 91, E'shan Road, Pudong New
District

Shanghai, China 200127

Attn: Yue Lin

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first above written.

TEST EVOLUTION CORPORATION

By: 

Name: Len Borow

Title: Chairman

Address for Notices:

6749 SE North Marina Way

Stuart, FL 34996

PATENT

REEL: 064471 FRAME: 0300

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	App. No.	Filing Date	Patent No.	Issue Date	Owner	Status
Test IP-Based A.T.E. Instrument Architecture	US	15/008,594	01/28 /2016	9,910,086	03/06 /2018	Test Evolution Corporation	Live

Patent Applications

Title	Jurisdiction	App. No.	Filing Date	Patent No.	Issue Date	Owner	Status
Test IP-Based A.T.E. Instrument Architecture	PCT	PCT/US2014 /011449	01/14 /2014	-	-	Test Evolution Corporation	Withdrawn
Test IP-Based A.T.E. Instrument Architecture	TW	103101579	01/16 /2016			Test Evolution Corporation	Withdrawn