

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI119462

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| SEQUENCE: | 1 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TAIWAN DATA SCIENCE CO. | 01/05/2024 |
| RECEIVING PARTY DATA | |
| Individual Name: | HSIU-PING LIN |
| Street Address: | 6-1F, No. 18-6, Jinhua Street, Zhongzheng District |
| City: | Taipei City |
| State/Country: | TAIWAN |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 9430206 |
| 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: | +8(862)877-28990 |
| Email: | jyeh@opesip.com,cchiu@opesip.com |
| Correspondent Name: | Laurence Kao |
| Address Line 1: | 4F., No.205, Sec. 1, Fuxing S. Rd., Daan Dist. |
| Address Line 4: | Taipei City, TAIWAN 10666 |
| ATTORNEY DOCKET NUMBER: | AVVD-3USPA |
| NAME OF SUBMITTER: | TZU-HSIN YEH |
| SIGNATURE: | TZU-HSIN YEH |
| DATE SIGNED: | 03/26/2024 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |
| Total Attachments: 6 | |
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| source=Taiwan Data_Joseph-Agmt(redacted)-Original#page1.tif | |
| source=Taiwan Data_Joseph-Agmt(redacted)-English Translation#page1.tif | |
| source=Taiwan Data_Joseph-Agmt(redacted)-English Translation#page2.tif | |
| source=Taiwan Data_Joseph-Agmt(redacted)-Original#page2.tif | |

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

TAIWAN DATA SCIENCE CO.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 2024/01/05

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: HSIU-PING LIN

Internal Address: _____

Street Address: 6-1F, No. 18-6, Jinhua Street
Zhongzheng District

City: Taipei City

State: _____

Country: TW

Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☒ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

9430206

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: OPES IP CONSULTING CO., LTD

Internal Address: _____

Street Address: 4F, No. 205, Sec. 1, Fuxing S. Rd.
Daan Dist.

City: Taipei City

State: _____ Zip: 10666

Phone Number: +886-2-87728990

Docket Number: AVVD-3USPA

Email Address: LKAO@opesip.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: /LAURENCE KAO/

2024/03/25

Signature

Date

LAURENCE KAO

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

專利出售合約（附買回權）

立約人

林修平

（以下簡稱甲方）

台灣資料科學股份有限公司

（以下簡稱乙方）

緣甲方所有美國發明專利（Patent No.: US 08254963B2、US 08494565B2、US 09430206B2），經其估應值有逾新台幣（下同） 元以上。雙方緣於相互友好關係，同意訂立附買回權利之專利出售合約（下稱「本合約」），內容如下：

第一條 買賣標的及價金

1. 買賣標的：甲方為發明人暨專利權人之美國發明專利（Patent No.: US 08254963B2、US 08494565B2、US 09430206B2）。
2. 買賣價金：乙方願於民國（下同）109年12月31日前給付甲方 元，以取得甲方於109年12月31日前提供所有移轉買賣標的所有權予乙方之須簽署同意文件，移轉登記辦理程序之進行及費用由乙方負責。
3. 甲方保有買賣標的之買回權（請參見第二條），乙方並願於「甲方行使買回權」或「乙方買斷甲方買回權」前，自110年01月01日起，於每月10日前給付甲方「暫緩行使買回權」之每月專利權使用費 元。
4. 乙方取得買賣標的所有權移轉登記後，在未經「乙方買斷甲方買回權」前或甲方特別書面同意，不得將買賣標的讓與、質押或設定負擔。
5. 乙方取得買賣標的所有權移轉登記後，須負責繳納專利年費，並就其他專利有效性事項（諸如遇有第三人訴訟主張專利無效等事），須即時進行必要措施以避免遲誤期間，並通知甲方以協同處理。

第二條 買回權

1. 乙方取得買賣標的所有權移轉登記日起6個月後，甲方得依本合約原出售價 元之價金，向乙方買回買賣標的，由乙方負責移轉登記辦理程序之進行及費用，並自甲方取回買賣標的所有權移轉登記日次月起，乙方不再負擔本合約第一條第3點之每月專利權使用費給付義務。
2. 乙方得於取得買賣標的所有權移轉登記日起6個月後，給付甲方 元以買斷甲方買回權，完成款項給付之同時甲方買回權歸於消滅，並於次月起乙方不再負擔本合約第一條第3點之每月專利權使用費給付義務。
3. 當乙方於取得新一輪投資資金或與買賣標的（即該等美國發明專利相關）之政府補助計畫補助款，應於30天內，依本合約第二條第2點給付甲方 元以買斷甲方買回權。

第三條 違約處理與賠償責任

1. 任何一方違反本合約而直接或間接造成他方損害者，違反之一方應賠償他方所受之損害並承擔一切法律責任。
2. 乙方違反第一條第4點將買賣標的讓與、質押或設定負擔，應給付甲方 元違約金。
3. 乙方違反第一條第5點致買賣標的喪失有效，應給付甲方 元違約金。
4. 乙方違反第二條第1點應負責移轉登記辦理程序之進行及費用，應給付甲方 元違約金。

第四條 準據法及訴訟管轄

本合約準據法為中華民國法律，凡有關本合約或因本合約而引起之一切爭議，如有

Patent Sales Agreement (with buy-back right)

(hereinafter "Party A")
(hereinafter "Party B")

Party A's U.S. utility patents (Patent No.: US 08254963B2, US 08494565B2, US 09430206B2) are estimated to be worth more than NT\$ [REDACTED]. Due to mutual friendly relations, the parties agreed to enter into this patent sales agreement with a buy-back right (hereinafter "Agreement"), and the terms of which are as follows:

Article 1. Subject Matter of the Sale and Price

- A. Subject Matter of the Sale: Party A is the inventor and assignee of the following United States utility patents: US 08254963B2, US 08494565B2, and US 09430206B2.
- B. Purchase Price: Party B agrees to pay Party A NT\$ [REDACTED] by December 31, 2020, to acquire ownership of the Subject Matter of the Sale provided by Party A before December 31, 2020. Party B shall be responsible for the execution of all necessary consent documents for the assignments and the related registration procedures and expenses.
- C. Party A retains the right to buy back the Subject Matter of the Sale (please refer to Article 2). Party B agrees to pay Party A NT\$ [REDACTED] as a monthly patent maintaining fee for the “temporary suspension of the buy-back right” from January 1, 2021, onwards, on or before the 10th of each month until either “Party A exercises the buy-back right” or “Party B purchases Party A’s buy-back right.”
- D. After Party B completes the patent assignments and obtains ownerships of the Subject Matter of the Sale, without Party A’s specific written consent or before “Party B purchases Party A’s buy-back right”, Party B shall not assign, pledge, or encumber the Subject Matter of the Sale.
- E. After Party B completes the patent assignments and obtains ownerships of the Subject Matter of the Sale, Party B shall be responsible for paying the patent annuities and shall promptly take necessary measures and inform Party A to coordinate the handling of other matters related to the validity of the patents (such as third-party claims of invalidity) to avoid any delays.

Article 2. Buy-back Right

- A. Six months after the date of assignments of ownership of the Subject Matter of the Sale to Party B, Party A may buy back the Subject Matter of the Sale from Party B for the original sale price of NT\$ [REDACTED] as per this Agreement. Party B shall be responsible for the execution of all necessary assignment procedures and expenses. From the month following the month in which Party A regains ownership of the Subject Matter of the Sale, Party B shall no longer be obligated to pay the monthly patent maintaining fee as stipulated in Article 1, Item C of this Agreement.
- B. Six months after the date of assignments of ownership of the Subject Matter of the Sale to Party B, Party B may pay Party A NT\$ [REDACTED] to buy out Party A's buy-back right. Upon completion of such payment, Party A's buy-back right shall be extinguished, and starting from the following month, Party B shall no longer be

obligated to pay the monthly patent maintaining fee as stipulated in Article 1, Item C of this Agreement.

- C. When Party B receives new rounds of investment funding or government subsidies related to the Subject Matter of the Sale (i.e., the aforementioned United States patents), Party B shall, within thirty days, pay Party A NT\$ [REDACTED] to buy out Party A's buy-back right in accordance with Article 2, Item B of this Agreement.

Article 3. Breach and Liability

- A. Any party that breaches this Agreement and directly or indirectly causes damage to the other party shall compensate the non-breaching party for the damages incurred and bear all legal responsibilities.
- B. If Party B breaches Article 1, Item D by assigning, pledging, or encumbering the Subject Matter of the Sale, Party B shall pay Party A a penalty of NT\$ [REDACTED] for the breach.
- C. If Party B breaches Article 1, Item E, resulting in the loss of validity of the Subject Matter of the Sale, Party B shall pay Party A a penalty of NT\$ [REDACTED] for the breach.
- D. If Party B breaches Article 2, Item A, by failing to fulfill the assignment procedures and pay the related expenses, Party B shall pay Party A a penalty of NT\$ [REDACTED] for the breach.

Article 4. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Republic of China (Taiwan). In the event of any dispute arising from or in connection with this Agreement, if litigation is necessary, both parties agree to submit to the jurisdiction of the Taipei District Court in Taiwan as the court of first instance.

Article 5. Severability

Both parties agree that if any provision of this Agreement is deemed invalid, it shall not affect the validity of the remaining provisions.

Article 6. Miscellaneous

1. Both parties agree that the rights and obligations during the term of the buy-back right under this Agreement shall be governed by the provisions of this Agreement. Any matters not specified in this Agreement shall be governed by the relevant laws and regulations as stipulated in Article 4.
2. This Agreement is made in two copies, with each party holding one copy.

Parties

Party A

Inventor: Hsiu-Ping Lin

ID Number: J121604070

Address: 12F-2, No. 108, Section 1, Nanchang Road, Zhongzheng District, Taipei City

Tel: 0975306576

Party B

訴訟之必要時，甲乙雙方同意以臺灣臺北地方法院為第一審管轄法院。

第五條 契約效力

甲乙雙方同意本合約如有部分條款經認定無效者，並不影響其他條款之效力。

第六條 附則

1. 甲乙雙方本合約買回權存續期間之權利義務，悉依本合約規定辦理，本合約未規定事項，依第四條有關法令規定辦理。
2. 本合約壹式貳份，由甲乙雙方各執乙份。

立約人

甲方

發明人：林修平

身分證號：J121604

地址：台北市中正區南昌路一段 108 號 12 樓之 2

電話：0975306576



乙方

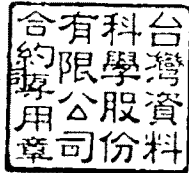
台灣資料科學股份有限公司

負責人：卓瑩鎗

統一編號：55682177

地址：台北市中山區民權東路 2 段 26 號 2 樓之 5

電話：(02)2100-2703



中 華 民 國 109 年 12 月 1 日

(以下空白)



Taiwan Data Science Co

Representative : Ying-Chiang Cho

Tax ID Number : 55682177

Address: 2F-5, No. 26, Section 2, Minquan East Road, Zhongshan District, Taipei City

Tel: (02)2100-2703

December 1, 2020

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