508734494 08/30/2024 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI464969

SUBMISSION TYPE:		NEW ASSIGNMENT		
ATURE OF CONVEY	ANCE:	ASSIGNMENT		
CONVEYING PARTY	DATA			
		Name	Execution Date	
Zeku Technology (Sha	anghai) Corp., L	td.	06/05/2024	
RECEIVING PARTY D	ΟΑΤΑ			
Company Name:	GREATER	SHINE LIMITED		
Street Address:	6F. No. 1, C	Chongqing Rd.		
Internal Address:	Banqiao Are	ea		
City:	New Taipei			
State/Country:	TAIWAN			
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PROPERTY NUMBER				
Property Type		Number		
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专利技术转让合同

PATENT TRANSFER AGREEMENT

转让方: 哲库科技(上海)有限公司 TRANSFEROR: Zeku Technology (Shanghai) Corp., Ltd. 受让方: 偉光有限公司 TRANSFEREE: GREATER SHINE LIMITED

> 生效日期: 2024 年 6 月 5 日 EFFECTIVE DATE: June 5, 2024

> > 第1页共32 〕

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转让方: <u>哲库科技(上海)有限公司</u> Transferor: <u>Zeku Technology (Shanghai) Corp., Ltd.</u> 地址: <u>中国(上海)自由贸易试验区芳春路 400 号 1 幢 3 层</u> Address: 3rd Floor, Building 1, No. 400 Fangchun Road, Shanghai Free Trade Zone, China

受让方: 偉光有限公司

Transferee: <u>GREATER SHINE LIMITED</u> 地址: <u>台湾新北市板桥区重庆路1号6楼</u> Address: 6F, NO. 1, CHONGQING RD., BANQIAO AREA, NEW TAIPEI CITY, TAIWAN

鉴于: WHEREAS,

转让方拥有附件专利(即"选定专利"),并有意将附件专利出售,受让方有意购买附件专利, 并支付相关费用,经双方友好协商,一致同意签订本合同。

Transferor is the owner of the patents ("Selected Patents") which are set forth in the Appendix, and desires to sell the patents set forth in the Appendix; Transferee desires to purchase the patents set forth in the Appendix and is willing to pay the relevant fees. Through friendly negotiation, the parties hereby agree to enter into and perform this Agreement.

第一条 被收购专利的转让

ARTICLE 1. ASSIGNMENT OF PURCHASED PATENTS

自转让方按照 2024 年 6 月 5 日生效的专利转让合同规定的最终选定专利之日(2024 年 6 月 5 日, 即"转让日")起,转让方向受让方或其指定的关联公司转让所选专利的所有权利、所有权和利益。

As of the date (June 5, 2024, means the "Closing Date") that Transferee finally selected the **Selected Patents** in accordance with PATENT ASSIGNMENT AGREEMENT (Effective on June 5, 2024), Transferor assigns, to Transferee or its designated Affiliates the entire right, title and interest in and to the Selected Patents.

第二条 交付 ARTICLE 2. DELIVERY

2.1 专利资料的交付。在转让日之后的十五(15)个工作日内,转让方应向受让方交付: (1)生效日后 6 个月内选定专利的维护费、年金和类似费用的到期日清单,以及(2)转让方在各司法管辖区负责选定专利转让的雇员或代理人的姓名和所有相关详细联系信息的清单。

转让方应在转让日起 45 天内向受让方交付与选定专利有关的所有档案,包括但不限于与选定专利有关的所有发明披露和所有正式文件以及向专利局提交的文件。

2.1 Delivery of Patent Documents. Within fifteen (15) calendar days after the Closing Date, Transferor shall deliver to Transferee: (i) a list of dates for the 6 months following the Effective Date, on which maintenance fees, annuities and similar fees are due on the Selected Patents, and (ii) a list with the name(s) and all relevant contact details of employee(s) or agent (s) of Transferor in each jurisdiction, who are responsible for the transfer of the Selected Patents.

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Transferor shall, within 45 days from the Closing Date, deliver to Transferee all files relating to the Selected Patents including, without limitation, all invention disclosures and all official documents and submissions to patent offices relating to the Selected Patents.

2.2 转让文件的交付

应受让人的要求,在转让日之后,转让人应在不向受让人收取费用的情况下,签署相关区域的所 有转让文件,并采取所有授予受让人选定专利所有权所需的行动。

2.2 Delivery of Transfer Documents

Upon Transferee' request and after the Closing Date, Transferor shall, without charge to Transferee, sign all transfer papers and do all acts which are required for vesting title in the Selected Patents in the name of Transferee in all relevant regions.

2.3 交付资料的方式

转让方将上述全部资料以_邮寄或电子邮件的方式递交给受让方。

2.3 The Method of Documents Delivery

The Transferor shall deliver all the above-mentioned documents to the Transferee by post or email.

第三条 专利购买费及支付方式

ARTICLE 3. PATENT PURCHASE PRICE AND PAYMENT

作为本合同对价,受让方应在收到转让方开具的发票后半年内,将购买价款 元,转账至如下账户:

In consideration of this Agreement, Transferee shall deliver to Transferor the Purchase Price in the amount of the second by wire transfer to the following bank account within six months after receiving the invoice from Transferor (or other bank account provided by Transferee) :

Payee Name: Zeku Technology (Shanghai) Corp., Ltd.

开户银行: 中国工商银行股份有限公司东莞长安支行

Bank Name: INDUSTRIAL AND COMMERCIAL BANK OF CHINA LTD., DONGGUAN

BRANCH, CHANGAN SUB- BRANCH

开户行地址: 东莞市长安镇莲花广场 2J 办公楼____

Bank Address: 2J OFFICE, LIANHUA PLAZA, CHANG'AN TOWN DONGGAUN CITY

GUANGDONG PROVINCE, CHINA

SWIFT 代码(SWIFT Code): _ICBKCNBJDGN___

银行账号(Account Number): _2010027119200400171___

货币: 人民币

Currency: CNY

第四条 税费 ARTICLE 4. TAXES

因签订本合同而产生的或与本合同有关的所有适用费用、印花税、税金和其他类似征税均应由各 第 3 页 共 32 〕

方承担。如果任何国家的政府当局对受让方在本合同项下支付给转让方的款项征收预扣税,并要求受 让方从该等付款中预扣该等税款,受让方可以从支付给转让方的金额中扣除预扣税。受让方应及时向 转让方提供相关税务机关开具的税单。如果未及时提供此类税务收据,转让方保留将未记录的扣款视 为未支付购买费的权利,该购买费将受本合同条款的约束。

All applicable costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this Agreement shall be borne by the respective Party. In the event that the governmental authorities of any country impose any withholding taxes on payments made by Transferee to Transferor hereunder and requires Transferee to withhold such tax from such payments, Transferee may deduct the withholding taxes from the amount to be paid to Transferor. Transferee shall promptly provide Transferor with tax receipts issued by the relevant tax authorities. If such tax receipts are not provided promptly, Transferor reserves the right to treat the undocumented deductions as unpaid Purchase Price which will become subject to the provisions of this Agreement.

第五条 其他费用 ARTICLE 5. OTHER COSTS

在生效日期至选定专利完成转让给受让方并授予受让方在该等专利中的权利之前,转让方应尽商 业上合理的努力,协助受让方维持专利和专利申请有效。选定专利相关的所有成本和费用自生效日期 之后由受让方自行支付,包括但不限于任何申请过程中的费用、年费和维护费用。

Between the Effective Date and the completion of the assignment of the Selected Patents to Transferee and the vesting of Transferee' rights therein, Transferor shall, use commercially reasonable efforts to assist the Transferee in maintaining the validity of the patents and the patent applications. After the Effective Date, Transferee shall pay all costs and fees in relation to the Selected Patents, including but not limited to any prosecution costs, annuities and maintenance costs.

第六条 保密条款 ARTICLE 6. CONFIDENTIALLY

受让方和转让方应对本合同的内容(包括但不限于购买费)严格保密,但任何一方为行使其在本合同项下的权利所需的除外。

Transferee and Transferor shall maintain strict confidentiality with regard to the contents of this Agreement, including without limitation, the Purchase Price, save to the extent required for either Party in order to enforce its rights hereunder.

本合同项下的保密义务不适用于接收方能够证明的保密信息:

- (a) 在收到与本合同相关的信息之前已为其所知,
- (b) 在不违反本合同的情况下已成为或将成为公共领域的一部分,
- (c) 从负有保密义务的第三方处合法获得, 或
- (d) 由接收方或其任何关联公司独立开发。

The confidentiality obligations under this Agreement will not apply to that Confidential Information of which the receiving party can demonstrate it:

(a) was known to it prior to its receipt of the same relating to this Agreement,

- (b) is or becomes a part of the public domain without violation of this Agreement,
- (c) is lawfully obtained from a third party with obligations of confidentiality, or

(d) is independently developed by the receiving party or any of its affiliates.

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第七条 合同有效期限 ARTICLE 7. TERM OF THE AGREEMENT

本合同的期限应从生效日期开始,一直到选定专利的最后一项被购买的专利到期或失效为止("期限")。

The term of this Agreement shall commence on the Effective Date and remain in force until the last of the Selected Patents expires or is invalidated. (the "Term").

第八条 争议解决 ARTICLE 8. RESOLUTION OF DISPUTE

本合同受香港特别行政区法律管辖,并根据香港特别行政区法律解释。本合同双方之间有关本合同的任何争议(包括有关本合同的存在、有效性或终止的任何问题)均应提交香港特别行政区有管辖权的法院审理。

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, S.A.R.. Any dispute between the Parties hereto in connection with this Agreement (including any question regarding its existence, validity or termination) shall be submitted to the competent courts in Hong Kong, S.A.R..

第九条 其他

ARTICLE 9. MISCELLANEOUS

9.1 本合同经双方签字后即对双方具有约束力。本合同一式三份,转让方执三份,具备同等效力。
9.1 This Agreement is binding on both parties after it is signed by both parties. This Agreement is made in three copies, and Transferor holds three copies, which have the same effect.

9.2 本合同可以在任何数量的副本中执行,每份副本在执行和交付时都是原件,但所有这些副本合 在一起的效力,就像所有的签名都在本合同的单一副本上一样。在这里,术语 "副本 "应包括通过传 真或电子邮件传输签署和交付的本合同的完整副本。每一方都表示,下面签名栏中的个人签名足以使 其受本合同条款的约束。尽管有上述规定,如果需要最初执行的合同的纸质版本,转让方应在合同执 行后的 15 天内使用商业上合理的努力来交付纸质版本。

9.2 This Agreement may be executed in any number of copies, each of which is an original when executed and delivered, but all such copies taken together are as effective as if all signatures were on a single copy of this agreement. Herein, the term "copy" shall include a complete copy of this agreement signed and delivered by facsimile or email transmission. Each party represents that the individual signature in the signature box below is sufficient to bind it to the terms of this Agreement. Notwithstanding the foregoing, if a paper copy of the Agreement as initially executed is required, the Assignor shall use commercially reasonable efforts to deliver a paper copy within (15) days of execution of the Agreement.

9.3 双方可以通过书面约定对本合同进行修改,本合同未尽事宜双方可通过签订的其他书面文件进行约定。

9.3 Both parties can only modify this Agreement through written agreement, and both parties can agree on other matters not covered in this contract Agreement through other written documents signed by the Parties.

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radisferor (Signature): 转让方(签 一月 5 日 2024 年6 Execution Date: June 5, 2024

ansferee (Signature): 受让

____年__6__月__5_日 2024 Execution Date: June 5, 2024

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附件一: 专利技术说明 APPENDIX 1: DESCRIPTION OF PATENTS

专利技术主要涉及到无线通信技术、图像处理技术、存储技术和音频技术。

Patent technology primarily involves wireless communication technology, image processing technology, storage technology and audio technology.

附件二: 专利清单

APPENDIX	2:	PATENT	LIST
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编号 PF Ref.	Jurisdiction	申请号 Application No.	专利名称 Title



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US	18/317,556	Method and apparatus for fallback handling



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