

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EP Technology Corporation U.S.A.		05/27/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Zmodo Technology Co., Ltd.		
Street Address:	17/F, Finance Technology Building, 11 Keyuan Road Hi-Tech Park, Nanshan District,		
City:	Shenzhen		
State/Country:	CHINA		
Postal Code:	518052		
Entity Type:	CORPORATION: CHINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77956580	ZMODO	
CORRESPONDENCE DATA			
Fax Number:	2134022262		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8583427063		
Email:	pli@cyiplaw.com		
Correspondent Name:	Peng Li		
Address Line 1:	417 S Hill St, Unit 403		
Address Line 4:	Los Angeles, CALIFORNIA 90013		
ATTORNEY DOCKET NUMBER:	69663.001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Peng Li

Signature:

/Peng Li/

Date:

06/05/2013

**Total Attachments: 9**

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## 商标转让协议

本商标转让协议（以下称“协议”）由 EP Technology Corporation U.S.A.（以下称“转让人”），一家根据美国伊利诺伊州法律成立的公司，公司地址为 1401 Interstate Dr, Suite B, Champaign, IL 61822，和深圳智美达科技有限公司（以下称“受让人”），一家根据中华人民共和国法律成立的公司，其注册地址为深圳市南山区科技园科苑路 11 号金融科技大厦 17 楼，于 2013 年 5 月 22 日签订（以下称“生效日期”）。以下协议中，转让人和受让人被单独称作“一方”，或合并称作“双方”。

### 前言

鉴于，转让人是本协议所附且作为本协议一部分的附表 A 列明之商标（以下称“商标”）的注册所有人；

鉴于，转让人一直以来且并将继续担任受让人经销商，主要负责北美地区，经销以该商标为基础的名称的产品；

鉴于，为了满足受让人业务拓展的需求及提高双方合作效率的需要，转让人愿意转让该商标的所有权利，所有权、利益给受让人，同时保持对该商标的使用权。

鉴于，协议双方共同同意将此商标以合理价格转让给受让方，且为了加速本商标转让的进程，价格将在协议签订后由第三方评估后再确定。

因此，基于本协议下双方的共同承诺，及彼此认可收到的其他有效且足够的对价，双方特此对商标权的转让达成如下协议。

### 协议

1. **商标转让。** 商标转让人在此不可撤销地出售、转让、转移、移交该商标在美国境内和域外的所有权利、所有权、利益以及与商标相关且为商标所符号化的业务之商誉（包括但不限于，商标注册的更新权利、以商标的部分或者全部为基础在美国境内外申请注册商标的权利，以及其他由商标衍生的优先权）、诉讼权利、请求权、求偿权、获赔索赔权、获利权。无论这些权利是对过去、现在或将来由商标侵权产生的、应得或累积的权利，还是对商标相关的商誉遭到侵害的权利。
2. **商标的使用。** 受让人特此证实，转让人可根据受让人规定的使用商标及图案的要求，享有该商标的所有相关权利，而受让人可对这些要求不时做出受让人认为适当的修改。

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### 3. 转让人声明与保

转让人特此声明与保证如下：

- (a) 转让人为该商标的注册所有人，该商标权利无瑕疵，该商标的转让和使用不损害任何第三方的权利。据转让人所知，该商标上没有任何诉讼，争端和权利主张。
  - (b) 转让人为了做出本协议下的转让，已拥有充分权利和公司授权；并且转让人为了签署和执行本协议，已依据所适用的法律法规，征得所有股东、第三方，或政府或管理机构的同意。
  - (c) 协议签署后，协议各项条款形成对转让人合法有效并且有约束力的合同，合同各条款针对转让人是可执行的。
  - (d) 该商标完成转让后，转让人将不从事有损该商标有效性的任何诉讼。
- 4 签署与递交。转让人将采取行动，签署相关文件（包括但不限于立即签署并递交注册商标的各种证明文件或证明任何事实等），使受让人充分享有商标的全部权利、所有权、收益，并以此对商标进行充分保护和使用的。
- 5 修改和弃权。任何一方没有行使自己的权利或者没有请求对方履行协议的任何条款，不应被视为放弃此权利或将来要求行使此协议规定的权利。所有协议条款的修改和对协议任何条款的违约行为的弃权必须通过书面形式，由双方签字才能生效，生效后，此次弃权行为应不被视为对持续或者后续违约行为的弃权，对条款本身的弃权或对本协议下任何权利的弃权。
- 6 通知条款。任何由该协议要求或允许的通知、请求、要求、或其他沟通事项，必须书面提出并且送达至具体的收件人，必须由主要商业快递服务公司提供可追踪快件服务，预付邮资；或者通过邮寄挂号信，保留回执，预付邮资，寄到以下地址或者一方上次书面通知提供的地址。

至转让方： 王勤  
EP Technology Corporation U.S.A.  
1401 Interstate Dr. Suite B, Champaign, IL 61822  
USA


至受让方： 王亮  
深圳智美达科技有限公司  
中国深圳南山区科技园科苑路 11 号金融科技大厦 17 楼  
邮编 518052

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- 7 法律适用。本协议无条件按照伊利诺伊州法律解释，并受伊利诺伊州法律管辖，不适用任何冲突法的适用准则。
- 8 标题。本协议使用的章节标题以方便为目的，仅供参考。不能用作对协议条款的解释。
- 9 可分割性。如果协议中有任何条款不可执行，该条款可以被更改和解释，使其在所适用法的范围内的最大程度满足合同条款的设立目的，合同其余条款继续有效。
- 10 完整协议。双方一旦签署协议，本协议即构成双方之间就协议事项的完整协议，而之前双方之间所有书面或口头的涉及协议事项的讨论、协商、约定和沟通均被本协议所取代。
- 11 语言。本协议为中英双语签署。不同语言版本产生歧义时，以英文版本为准。

合同双方在生效日期签署该协议，特此证明。

转让人  
EP Technology Corporation U.S.A.

签名 

姓名 王勤  
职务 总经理

受让人  
深圳智美达科技有限公司

签名 

姓名 王亮  
职务 法律部总监

Exhibit A  
附表 A

## 1. Registered Trademarks 注册商标

Mark 标志	Serial No. 序列号	Filing Date 申请日期	Reg. No. 注册号	Jurisdiction of Registration 注册管辖权	Reg. Date 注册日期
Zmodo 智美达	77956580	March 11, 2010 2010年3月11日	3899169	USA 美国	January 4, 2011 2011年1月4日

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 27, 2013 ("Effective Date"), by and between EP Technology Corporation U.S.A., a corporation duly incorporated under the laws of the State of Illinois and having an office at 1401 Interstate Dr. Suite B, Champaign, IL 61822 ("Assignor") and Zmodo Technology Co., Ltd., a company duly incorporated under the laws of People's Republic of China and having its registered office at 17/F, Finance Technology Building, 11 Keyuan Road, Hi-Tech Park, Nanshan District, Shenzhen 518052, P.R.China ("Assignee"). Assignor and Assignee may be referred to individually as a "Party" or collectively as "Parties" hereinafter.

### Recitals

WHEREAS, Assignor is the registered owner of that certain trademark identified in Exhibit A attached hereto and made a part hereof (the "Trademark");

WHEREAS, Assignor has been and will continue to be Assignee's distributor, primarily in the North America market, for distributing Assignee's products with names based on the Trademark;

WHEREAS, to accommodate Assignee's expanding business and streamline the course of dealings between the parties, Assignor desires to transfer all of its right, title and interest in the Trademark to Assignee and to thereafter have certain continuing usage rights of the Trademark;

WHEREAS, the parties mutually agree to have the Trademark transferred to Assignee at a fair price, and for the sole purpose of expediting the assignment, the price will be determined in accordance with a third-party evaluation after execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows:

### Agreement

1. **Transfer of Trademark:** Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), and all causes of action, claims, and rights to damages or

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profits, due or accrued, arising out of past, present or future infringement of the Trademark, or injury to the goodwill associated with the Trademark.

2. **Trademark Usage.** Assignee hereby confirms that Assignor shall have all applicable rights to use the Trademark in accordance with Assignee's guidelines for its use of trademarks and logos, which may be amended as Assignee deems appropriate.
3. **Representation and Warranties of Assignor.**

Assignor hereby represents and warrants as follows:

- (a) Assignor is the registered owner of the Trademark, and no rights or equity of any third party is or will be prejudiced due to the assignment, transfer and use of the Trademark. To the best of Assignor's knowledge, there is no litigation or other dispute or claim arising from or relating to the Trademark;
- (b) Assignor has the full authority and corporate power to make the assignment hereunder, and has obtained all consents and approvals from shareholders, third parties, or governmental or regulatory bodies required to execute and perform this Agreement, in accordance with all applicable laws and regulations;
- (c) Upon execution of this Agreement, the Agreement will constitute a legal, valid and binding contract of Assignor, enforceable against Assignor in accordance with its terms.
- (d) Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment hereunder.

4. **Execution and Delivery.** Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademark and to protect and enforce the Trademark.
5. **Modification and Waiver.** The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
6. **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to

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have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Assignor: Cynthia Wang  
EP Technology Corporation U.S.A.  
1401 Interstate Dr, Suite B, Champaign, IL 61822  
USA

If to Assignee: Leo Wang  
Zmodo Technology Co., Ltd.  
17/F, Finance Technology Building, 11 Keyuan Road  
Hi-Tech Park, Nanshan District, Shenzhen 518052  
P.R.China

7. **Governing Law.** This Agreement will be construed in accordance with and governed in all respects by the laws of the State of Illinois, without regard to any applicable principles of conflicts of laws.
8. **Headings.** The section headings used herein are for reference and convenience only, and shall not enter into the construction of the Agreement.
9. **Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
10. **Entire Agreement.** Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either written or oral, between or among the parties relating to the subject matter hereof.
11. **Language.** This Agreement is executed in both English and Chinese. In case of any discrepancy between the versions, the English version shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

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Assignor:

EP Technology Corporation U.S.A.

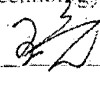
By: 

Printed Name: Qin Wang

Title: General Manager

Assignee:

Zmodo Technology Co., Ltd.

By: 

Printed Name: Liang Wang

Title: Legal Director

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Exhibit A

I. Registered Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Jurisdiction of Registration	Reg. Date
Zmodo	77956580	March 11, 2010	3899169	USA	January 4, 2011

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