

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zmodo Technology Co., Ltd		07/11/2013	CORPORATION: CHINA
RECEIVING PARTY DATA			
Name:	EP Technology Corporation U.S.A.		
Street Address:	1401 Interstate Dr. Suite B		
City:	Champaign		
State/Country:	ILLINOIS		
Postal Code:	61822		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77956580	ZMOD0	
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>			
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		
NAME OF SUBMITTER:	Peng Li		
Signature:	/Peng Li/		
Date:	07/18/2013		

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Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of July 11, 2013 ("Effective Date"), by and between 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 ("ZMODO") and 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 ("EPTCO"). EPTCO and ZMODO may be referred to individually as a "Party" or collectively as "Parties" hereinafter.

Recitals

WHEREAS, pursuant to a trademark assignment agreement entered into by the parties as of May 27, 2013 (the "Old Assignment Agreement"), EPTCO assigned that certain trademark identified in Exhibit A attached hereto and made a part hereof (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark, to ZMODO;

WHEREAS, in the Old Assignment Agreement, the parties agreed to have the Trademark transferred at a fair price, and for the purpose of expediting the assignment, the price would be determined in accordance with a third-party evaluation after execution of that Old Assignment Agreement;

WHEREAS, despite the above, after execution of the Old Assignment Agreement, the parties never determine, pay, or engage a third party to evaluate, the price of the Trademark;

WHEREAS, to accommodate the parties' business needs and streamline the course of dealings, the parties desire to revoke the transfer made under the Old Assignment Agreement and return to the arrangement between the parties regarding the ownership and usage of the Trademark prior to the transfer made under the Old Assignment Agreement;

WHEREAS, ZMODO desires to transfer all of its right, title and interest in the Trademark to EPTCO and to thereafter have continuing usage rights of the Trademark, which shall be no less than the usage rights it had enjoyed according to the arrangement between the parties prior to the transfer under the Old Assignment 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.** ZMODO hereby irrevocably sells, assigns, transfers, and conveys to EPTCO all of ZMODO'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 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.** EPTCO hereby confirms that ZMODO shall have all applicable rights to use the Trademark in accordance with EPTCO's guidelines for its use of trademarks and logos, which shall be no less than the usage rights ZMODO had enjoyed according to the arrangement between the parties prior to the transfer under the Old Assignment Agreement.
3. **Representation and Warranties of ZMODO.**

ZMODO hereby represents and warrants as follows:

 - (a) ZMODO 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 ZMODO's knowledge, there is no litigation or other dispute or claim arising from or relating to the Trademark;
 - (b) ZMODO 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 ZMODO, enforceable against ZMODO in accordance with its terms.
 - (d) ZMODO 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.** ZMODO 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 EPTCO 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

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

If to ZMODO: 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.

EPTCO:

EP Technology Corporation U.S.A.

By: _____

Printed Name: Qin Wang

Title: General Manager

ZMODO:

Zmodo Technology Co., Ltd.

By: _____

Printed Name: Liang Wang

Title: Legal Director

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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商标转让协议

本商标转让协议（以下称“协议”）由深圳市智美达科技有限公司（以下称“智美达”），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，和 EP Technology Corporation U.S.A.（以下称“EPTCO”），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，于 2013 年 7 月 11 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，依据协议双方于 2013 年 5 月 27 日签订的商标转让协议（以下称“旧协议”），EPTCO 已经将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”）和与商标相关且为商标所符号化的业务之商誉转让给智美达；

鉴于，在旧协议中，协议双方同意将此商标以合理价格转让，并且为了加速本商标转让的进程，价格将在旧协议签订后由第三方评估后再确定；

鉴于，尽管如此，在旧协议签署后，协议双方从未确定、支付、或聘请第三方对此商标进行估价；

鉴于，为配合协议双方业务需要和优化业务流程，协议双方决定撤回旧协议项下的商标权转让事项，恢复到旧协议签订前双方对于商标所有权和使用权的有关安排；

鉴于，智美达愿意转让该商标的全部权利、所有权、利益给 EPTCO，同时保持对该商标的使用权，该使用权的范围不窄于旧协议签订前双方对商标使用权的有关安排；

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。智美达在此不可撤销地出售、转让、转移、移交给 EPTCO 该商标在美国境内和境外的智美达的全部权利、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、获损害赔偿权、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。**EPTCO 特此证实，智美达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，该权利范围不窄于旧协议签订前，双方对智美达享有的商标使用权限的有关安排。

3. 智美达声明与保证

智美达特此声明与保证如下：

- (a) 智美达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。据智美达所知，该商标上没有任何诉讼，争端和权利主张；
- (b) 智美达为了做出本协议下的转让，已拥有充分权利和公司授权；并且智美达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、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智美达合法有效并且有约束力的合同，合同各条款针对智美达是可执行的；
- (d) 该商标完成转让后，智美达将不从事有损该商标有效性的任何诉讼活动。
- 4 **签署与递交。**智美达将采取行动，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 EPTCO 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 EPTCO:

王勤

EP Technology Corporation U.S.A.
1401 Interstate Dr. Suite B, Champaign, IL 61822
USA

至智美达:

王亮

深圳市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

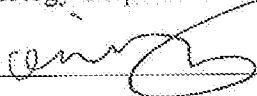
邮编 518052

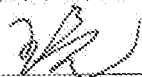
- 7 法律适用。本协议无条件按照伊利诺伊州法律解释，并受伊利诺伊州法律管辖，不适用任何冲突法的适用准则。
- 8 标题。本协议使用的章节标题以方便为目的，仅供参考，不能用作对协议条款的解释。
- 9 可分割性。如果协议中有任何条款不可执行，该条款可以被更改和解释，使其在所适用法的范围内的最大程度满足合同条款的设立目的，合同其余条款继续有效。
- 10 完整协议。双方一旦签署协议，本协议即构成双方之间就协议事项的完整协议，而之前双方之间所有书面或口头的涉及协议事项的讨论、协商、约定和沟通均被本协议所取代。
- 11 语言。本协议为中英双语签署。不同语言版本产生歧义时，以英文版本为准。

合同双方在生效日期签署该协议，特此证明。

EPTCO
EP Technology Corporation U.S.A.

智美达
深圳市智美达科技有限公司

签名 

签名 

姓名 王勤
职务 总经理

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
智美达 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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