

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354807

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Sandvik Intellectual Property AB  |  | 04/16/2015            | Aktiebolag: SWEDEN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Armor Steel Co., Ltd                               |                       |                    |
| <b>Street Address:</b>  | No.10, Lane 290 Nanshang Rd.                       |                       |                    |
| <b>City:</b>  | Kwei-Shan Dist., Taoyuan City                      |                       |                    |
| <b>State/Country:</b>   | TAIWAN   |                       |                    |
| <b>Postal Code:</b>   | 33392  |                       |                    |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: TAIWAN                  |                       |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 0867504  | DIEFLEX               |                    |
| <b>Registration Number:</b>   | 4706085  | EVOFLEX               |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 7036688200   |                       |                    |
| <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> |  |                       |                    |
| <b>Phone:</b>   | 703-668-8000                                       |                       |                    |
| <b>Email:</b>   | dcdocketing@hdp.com                                |                       |                    |
| <b>Correspondent Name:</b>  | Josh A. Partington                                 |                       |                    |
| <b>Address Line 1:</b>  | 11730 Plaza America Dr. #600                       |                       |                    |
| <b>Address Line 4:</b>  | Reston, VIRGINIA 20190                             |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 16211-500576                                       |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Josh A. Partington                                 |                       |                    |
| <b>SIGNATURE:</b>   | /Josh A. Partington/                               |                       |                    |
| <b>DATE SIGNED:</b>   | 09/11/2015   |                       |                    |
| <b>Total Attachments: 9</b>   |  |                       |                    |
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**Intellectual Property Assignment Agreement**

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Sandvik Intellectual Property AB

and

Armor Steel Co., Ltd

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**SCHEDULE**

Schedule I                      Intellectual Property



This Intellectual Property Assignment Agreement (the "Agreement") is dated 2015-04-16 and made between:

- (1) Sandvik Intellectual Property AB, Reg. No. 556288-9401, a limited liability company incorporated under the laws of Sweden (the "Assignor"); and
- (2) Armor Steel Co., Ltd. Reg. No. 36316806, a limited liability company incorporated under the laws of Taiwan (the "Assignee").

Each of the Assignor and the Assignee is hereinafter referred to as a "Party" and, jointly, as the "Parties".

#### Background

- A. The Assignor is the owner of the patents and trademarks listed in Schedule 1 (the "Intellectual Property").
- B. The Assignor wishes to assign the Intellectual Property to the Assignee and the Assignee wishes to purchase the Intellectual Property on the following terms and conditions.

#### 1. Assignment

- 1.1 As of the date of payment of the consideration as set out in Section 2.2 (the "Transfer Date"), the Assignor assigns to the Assignee all its rights and title in the Intellectual Property, and any and all rights of enforcement with respect to the Intellectual Property, including the rights to sue and recover for past infringement thereof, and any and all causes of action related thereto.
- 1.2 Without undue delay after the Transfer Date, the Assignee shall procure that the assignment of Intellectual Property under this Agreement will be registered with the relevant national offices. The Assignor undertakes to sign any additional documents and instruments and otherwise assist the Assignee as may be reasonably required to consummate or otherwise implement the assignment of the Intellectual Property under this Agreement. For the avoidance of doubt, the Assignee shall assume full responsibility for pending opposition proceedings (if any) before any relevant authority with respect to the Intellectual Property.
- 1.3 The Assignee shall bear all costs for the work related to the registration referred to in Section 1.2 above, and shall pay all fees charged by local agents and registration authorities in connection therewith.
- 1.4 Notwithstanding the foregoing, if any relevant authority conditions the assignment of any of the trade marks listed in Schedule 1 (each an "Included Trademark") upon the assignment of any trade mark not listed in Schedule 1, the Assignor may in its sole discretion refuse to assign such Included Trademark, in which case it shall be deemed an "Excluded Trademark". In such case, the Assignor shall instead grant a perpetual and royalty free licence to use such Excluded Trademark for the territory where such trade mark is valid, and the Assignee shall be responsible for paying any fees or taking any other actions required to maintain the Excluded Trademark. The Assignor shall, upon the request of the Assignee, give its consent to the Assignee to register any trade mark identical with the Excluded Trademark. The designation of an Included Trademark into an Excluded Trademark shall not affect the Consideration under Section 2.



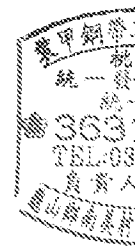
- 1.5 For the avoidance of doubt, the Assignor does not assign any rights in and to or grant any licence to any trade names, trademarks, company names, domain names or any other marks comprising "Sandvik", and the Assignee undertakes not to use "Sandvik" or any other confusingly similar name, in any way, including without limitation as a trade name, trade mark, company name, or domain name anywhere in the world.
- 1.6 The Assignee grants the Assignor a world-wide, royalty-free, irrevocable licence, with full rights to grant sub-licenses to Assignor's Affiliates, to use the Intellectual Property for the manufacture of products at Sandvik's production facilities in Qingdao, P.R. of China until the site is closed down and until December 31, 2015, for the sale and marketing of such products. "Affiliate(s)" means any entity which is directly or indirectly controlled by a Party, which directly or indirectly controls a Party hereto or which is under the direct or indirect common control with a Party hereto, whereby "control" of an entity means the direct or indirect ownership of more than fifty per cent (50%) of the shares or interests entitled to vote for the directors of such entity or equivalent power over the management of such entity, for so long as such entitlement or power exists.

## 2. Consideration

- 2.1 For the assignment of the Intellectual Property including the rights pursuant to Section 1.1 above, by the Assignor to the Assignee, the Assignee shall pay in total USD 28,303 (twenty eight thousand three hundred and three US dollar), (the "Consideration") to the Assignor.
- 2.2 Payment of the Consideration shall be made within ten (10) days after the date of this Agreement by wire transfer to account USD Account No.: 004-036281-055 at HSBC Bank (China) Company Limited, Qingdao Branch, SWIFT code: HSBCCNHQDO.

## 3. Exclusive remedies and infringement

- 3.1 The Assignor's interest in the Intellectual Property assigned to the Assignee under this Agreement is limited to such right, title and interest as the Assignor may have on the Transfer Date, it being understood that the Assignor shall not assign any rights in the Intellectual Property to any third party. The assignment of the Intellectual Property under this Agreement is made on an "as is" basis, and no warranties, whether express or implied, are given in relation to the assignment of the Intellectual Property.
- 3.2 Notwithstanding the above, the Assignor warrants that it has the right to assign the Intellectual Property.
- 3.3 The Assignor expressly excludes any warranties relating to infringement of third party rights. The Assignee shall bear all risks in relation to the Intellectual Property and its use from the date of this Agreement. For the avoidance of doubt, the Assignor shall continue to be responsible for any claims based on use by the Assignor before the Transfer Date.
- 3.4 The Parties acknowledge and agree that the remedies provided for in this Agreement shall be the Assignee's sole and exclusive remedies with respect to the subject matter of this Agreement. The Assignee hereby waives any and all other rights, claims and causes of action with respect to the subject matter of this Agreement, whether based on contract or law, statute or legal principle (including the Swedish Sale of Goods Act of 1990 or any convention based provisions), that it may have against the Assignor or its successors due to any defects or deficiencies in the Intellectual Property.



#### 4. Miscellaneous

##### 4.1 Entire agreement and amendments

All arrangements, commitments and undertakings in connection with the Agreement (whether written or oral) made before the date of the Agreement are superseded by the Agreement and its schedules. Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid.

##### 4.2 Waivers

Neither Party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods shall apply.

##### 4.3 Assignments

Neither Party may, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the above, the Assignor may assign its rights and/or obligations under this Agreement to an Affiliate.

##### 4.4 Confidentiality

The Parties shall, and shall cause their agents, representatives and Affiliates to, treat and hold as confidential (and not disclose or provide access to any third party), unless compelled to disclose by judicial or administrative process or by other requirement of law, the terms of this Agreement, including the terms of the transaction contemplated hereby.

##### 4.5 Counterparts

This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Agreement.

#### 5. Governing law and arbitration

5.1 This Agreement shall be governed by the laws of Sweden.

5.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

5.3 The Arbitration Rules by the SCC shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that Rules for Expedited Arbitrations shall apply. In the former case, the Arbitral Tribunal shall be composed of three arbitrators.



5.4 The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

5.5 The Parties undertake and agree that all arbitral proceedings conducted or initiated with reference to this Section 5 shall be kept strictly confidential. This confidentiality undertaking shall cover the fact that arbitration has been initiated, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way such Party's rights vis-à-vis the other Party in connection with the dispute, or if such a right exists pursuant to a statute, a regulation, a decision by an authority, a stock exchange contract or similar.

The Parties hereto have duly executed this Agreement in two (2) original copies on the date first written above.

SANOVIK INTELLECTUAL PROPERTY AB

ARMOR STEEL CO., Ltd

*[Handwritten signature]*

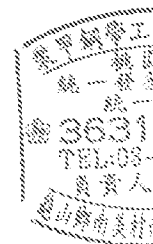
*[Handwritten signature]*

By:

By:

By:

By:







1(8)

SCHEDULE I INTELLECTUAL PROPERTY

1. PATENTS

| Title               | Country Name   | Status     | Application No | Filing Date | Registration Date |
|---------------------|----------------|------------|----------------|-------------|-------------------|
| Nicked cutting rule | China          | Registered | 200580003013.3 | 2005-01-18  | 2025-01-17        |
| A steel punch knife | China          | Pending    | 201080003036.X | 2010-07-16  |                   |
| Die cutting rule    | Austria        | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Switzerland    | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Germany        | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Denmark        | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Spain          | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Finland        | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | France         | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | United Kingdom | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Italy          | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Licchtenstein  | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Luxembourg     | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Monaco         | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Netherlands    | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| Die cutting rule    | Sweden         | Registered | 10848565.7     | 2010-07-16  | 2030-07-16        |
| A steel punch knife | Japan          | Pending    | 2013-501210    | 2010-07-16  |                   |
| A steel punch knife | Korea (South)  | Pending    | 2011-7022300   | 2010-07-16  |                   |
| A steel punch knife | Sweden         | Registered | 1050274-8      | 2010-03-23  | 2030-03-23        |

|                     |                          |            |              |            |            |
|---------------------|--------------------------|------------|--------------|------------|------------|
| A steel punch knife | United States of America | Pending    | 13/636,060   | 2010-07-16 |            |
| Nicked cutting file | China                    | Registered | 200509030133 | 2005-01-18 | 2009-08-26 |

## 2. TRADEMARKS

| Title   | Country Name   | Application/<br>Registration number | Filing Date | Status     | Owner                            |
|---------|----------------|-------------------------------------|-------------|------------|----------------------------------|
| DIEFLEX | Australia      | 915262                              | 2007-05-04  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Switzerland    | 428.640                             | 1995-03-22  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | China          | 1.163.418                           | 1997-01-07  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | China          | 1.153.147                           | 1997-01-07  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Germany        | 856.835                             | 1968-04-18  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Spain          | 2480955                             | 2002-06-05  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | France         | 1.456.695                           | 1968-01-10  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | United Kingdom | 8923.860                            | 1968-04-17  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Indonesia      | IDM060371634                        | 2002-06-04  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Italy          | 1496821                             | 2002-06-10  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Japan          | 954.626                             | 1968-05-02  | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Japan          | 990.541                             | 1970-05-15  | Registered | Sandvik Intellectual Property AB |



|         |                                     |              |            |            |                                  |
|---------|-------------------------------------|--------------|------------|------------|----------------------------------|
| DIEFLEX | Malaysia                            | 2006463      | 2002-06-06 | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | New Zealand                         | 458345       | 2002-06-05 | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Philippines                         | 4-2002-04675 | 2002-06-10 | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Portugal                            | 364688       | 2002-06-07 | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Sweden                              | 117,293      | 1965-06-15 | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | Taiwan                              | 1046519      | 2002-03-29 | Registered | Sandvik Intellectual Property AB |
| DIEFLEX | United States of America            | 367,594      | 1968-04-02 | Registered | Sandvik Intellectual Property AB |
| EVOFLEX | India                               | 2351662      | 2012-06-25 | Pending    | Sandvik Intellectual Property AB |
| EVOFLEX | Sweden                              | 508629       | 2012-06-26 | Registered | Sandvik Intellectual Property AB |
| EVOFLEX | United States of America            | 35/6645849   | 2012-06-25 | Pending    | Sandvik Intellectual Property AB |
| SAXON   | United Kingdom                      | 2263645      | 2001-03-09 | Registered | Sandvik Intellectual Property AB |
| SAXON   | International<br>Denmark-<br>Madrid | 1186561      | 2013-09-20 | Registered | Sandvik Intellectual Property AB |
| SAXON   | Canada                              | 1,623,683    | 2013-04-23 | Pending    | Sandvik Intellectual Property AB |
| SAXON   | Brazil                              | 340495960    | 2013-04-25 | Pending    | Sandvik Intellectual Property AB |

