

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360732

<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>
EP Technology Corporation U.S.A.		10/28/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zmodo Technology Shenzhen Corp. Ltd.		
<b>Street Address:</b>	11 Keyuan Road, Hi-Tech Park, Nanshan District		
<b>Internal Address:</b>	25/F, Finance Technology Building		
<b>City:</b>	Shenzhen		
<b>State/Country:</b>	CHINA		
<b>Postal Code:</b>	518070		
<b>Entity Type:</b>	CORPORATION: CHINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77956580	ZMODO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2173510848		
<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>Email:</b>	leowang@eptco.com		
<b>Correspondent Name:</b>	Liang Wang		
<b>Address Line 1:</b>	1401 Interstate Dr. STE B		
<b>Address Line 4:</b>	Champaign, ILLINOIS 61822		
<b>NAME OF SUBMITTER:</b>	Jing Xu		
<b>SIGNATURE:</b>	/Jing Xu/		
<b>DATE SIGNED:</b>	11/01/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of October 28, 2015 ("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 Shenzhen Corp. Ltd, a company duly incorporated under the laws of People's Republic of China and having its registered office at 25/F, Finance Technology Building, 11 Keyuan Road, Hi-Tech Park, Nanshan District, Shenzhen 518070, 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 and/or service provider, primarily in the North America market, for distributing and/or servicing 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 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 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 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 Shenzhen Corp. Ltd  
17/F, Finance Technology Building, 11 Keyuan Road  
Hi-Tech Park, Nanshan District, Shenzhen 518070  
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.

Assignor:

Assignee:

EP Technology Corporation U.S.A.

Zmodo Technology Shenzhen Corp. Ltd.

By: 

By: 

Printed Name: Cynthia Wang

Printed Name: Liang Wang

Title: Secretary

Title: Legal Director, Company Secretary

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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