

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BASF CORPORATION | | 09/27/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SHENZHEN CAPCHEM TECHNOLOGY CO., LTD. | | |
| Street Address: | Shabo Tongfuyu Industrial Park, Pingshan District | | |
| City: | Shenzhen, Guangdong | | |
| State/Country: | CHINA | | |
| Entity Type: | Limited Company: CHINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4141854 | NOVOLYTE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | bytrademark@barron-young.com | | |
| Correspondent Name: | Barron & Young Intellectual Property Ltd | | |
| Address Line 1: | P.O. Box 1484, General Post Office | | |
| Address Line 4: | Hong Kong, HONG KONG | | |
| NAME OF SUBMITTER: | CHARLES S. HO | | |
| SIGNATURE: | /charles ho/ | | |
| DATE SIGNED: | 01/23/2018 | | |
| Total Attachments: 7 | | | |
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OP \$40.00 4141854

TRADEMARK ASSIGNMENT AGREEMENT
商标转让协议

This Trademark Assignment Agreement (this "AGREEMENT") is made and entered into on September 27, 2017 ("Signing Date") by and between the following parties:
本商标转让协议（本“协议”）由以下各方于 2017 年 9 月 27 日（“签字日”）签署：

BASF Corporation, with its principle place of business at 100 Park Avenue, Florham Park, New Jersey 09723
巴斯夫公司，其主要办事机构位于 100 Park Avenue, Florham Park, New Jersey 09723

- hereinafter the "SELLER" -
-下称“卖方”-

And
和

Shenzhen Capchem Technology Co., Ltd., with its registered address at Shabo Tongfuyu Industrial Park, Pingshan District, Shenzhen Municipality
深圳新宙邦科技股份有限公司，其注册地址位于深圳市坪山区沙博同富裕工业区

- hereinafter the "PURCHASER" -
-下称“买方”-

Preamble
前言

WHEREAS, SELLER is the owner of the trademark(s) and trademark registrations listed in **Annex 1** (hereinafter the "TRADEMARKS") and SELLER may have documents or information regarding the Korean Trademark 40-0954673 "NOVOLYTE" listed in **Annex 2** (hereinafter referred the KOREAN TRADEMARK);

鉴于，卖方是附件 1 中所列商标和商标注册（下称“商标”）的持有人，卖方可能拥有附件 2 中所列的韩国商标 40-0954673 "NOVOLYTE"（下称“韩国商标”）相关的文件或信息；

WHEREAS, PURCHASER is interested in acquiring the TRADEMARKS and SELLER is willing to sell the TRADEMARKS to PURCHASER upon the terms and conditions set out herein and in that Equity Transfer Agreement (the "ETA") entered into on May 15, 2017 by PURCHASER and BASF Beteiligungsgesellschaft mbH and BASF (China) Co., Ltd. SELLER and PURCHASER thus concurrently agree to reach the following agreement related to the transfer and assignment of the Trademarks with the execution of this TRADEMARK ASSIGNMENT AGREEMENT (this "AGREEMENT").
鉴于，买方有意购买商标，且卖方有意出售商标给买方，基于买方和巴斯夫投资有限公司和巴斯夫（中国）有限公司 2017 年 5 月 15 签署的股权转让协议（“股权转让协议”）的条款和条件，买方和卖方约定以下商标转让协议（“协议”）。

NOW THEREFORE, in view of the foregoing, the parties agree to the following:
现，因此，基于前述情形，双方同意如下：

1. Sale, Assignment and Transfer of the TRADEMARKS 商标的出售、转让和转移

1.1. SELLER irrevocably assigns and transfers the TRADEMARKS to PURCHASER, together with the goodwill associated therewith, and all claims and causes of action with respect to

the TRADEMARKS, whether accruing before, on or after the date hereof, including all claims for past, present and future infringement and dilution. PURCHASER accepts the assignment. 卖方在此转让和转移商标给买方, 连同相关的商誉、请求权和起诉权, 不论之前、正在进行或之后发生的, 包括对之前、现在的和将来的侵权和淡化的请求权。买方接受该转让。

SELLER shall provide PURCHASER all the relevant information to granting right, litigation and pledge of TRADEMARKS which are in his possession before the assignment and transfer until three (3) months after Closing Day (as defined in the ETA). For this period, SELLER shall maintain the TRADEMARKS with best reasonable efforts.

在转让前到交割日(股权转让协议所定义)后三个月内, 卖方将向买方提供其拥有的所有与商标相关的授权、诉讼、质押信息。在这段期间, 卖方将尽合理最大努力确保商标的有效性。

- 1.2. PURCHASER shall be in charge of all acts necessary to effect the registration of the assignment of the TRADEMARKS to PURCHASER at the relevant trademark office. SELLER shall undertake all acts and execute all documents and assignment certificates to the extent reasonably necessary to record the transfer of the TRADEMARKS transferred hereunder on the date designated by PURCHASER. For this purpose, after the execution and effectiveness of this AGREEMENT and upon the written request of PURCHASER, SELLER shall transfer to PURCHASER all documents in its possession which directly related to the TRADEMARKS if applicable and available, internal communication of SELLER will be excluded. SELLER is obliged to provide these documents and the proper execution of documents no longer than three (3) months after Closing Day (as defined in the ETA).

买方负责对商标转让在有关商标局进行商标转让登记的一切必要行动。卖方应在合理必要的范围内, 采取一切行为, 并提供所有文件和转让证明, 以在买方指定的日期对转让的商标进行转让备案。为此, 在本协议签署并生效执行之后, 卖方应根据买方的书面要求, 如果适用和可能, 向买方移交其直接与商标相关的所有文件, 卖方的内部沟通将被排除。卖方有义务在交割日(股权转让协议下所定义)后不超过三(3)个月提供这些文件和正确执行文件。

- 1.3. Sections 1.1 and 1.2 do not apply to the KOREAN TRADEMARK. SELLER to provide information or documents for the KOREAN TRADEMARK is in the sole discretion of the SELLER. For the avoidance of doubt, SELLER has no obligations to PURCHASER with regard to the KOREAN TRADEMARK.

第 1.1 和 1.2 条不适用于韩国商标。卖方自行决定是否提供与韩国商标有关的信息或文件。为避免任何疑问, 卖方对于韩国商标对买方没有任何义务。

- 1.4. After execution and effectiveness of this AGREEMENT, PURCHASER is obliged to undertake any relevant actions regarding the maintenance, enforcement or otherwise related to the TRADEMARKS.

本协议签署并生效后, 买方将对商标的维持、保护和其他事由负责。

2. Representations and Warranties 陈述和保证

- 2.1 SELLER warrants to own the TRADEMARKS. 卖方保证拥有商标。

- 2.2 SELLER AND PURCHASER AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.1 OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). 卖方和买方同意, 除本协议第 2.1 条明确规定外, 卖方没有作任何明示或暗示的任何种类或性质的陈述或保证(包括适销性或适用于特定用途的默示保证)。

- 2.3 FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

AS TO OWNERSHIP, UNDER SECTION 2.2 OR OTHERWISE WITH REGARD TO THE KOREAN TRADEMARK.

为避免疑问, 卖方在第 2.2 条中对于韩国商标的所有权或者其他方面没有作任何明示或暗示的任何种类或性质的陈述或保证(包括适销性或适用于特定用途的默示保证)。

3. Purchase Price and Costs 购买价格和支出

- 3.1 BUYER will pay to SELLER a purchase price for the assignment of the TRADEMARKS of [REDACTED].
买方将为商标的转让向买方支付 [REDACTED] 欧元。

Any sales, use, goods and services, value added or similar taxes incurred in connection with this AGREEMENT and the transactions contemplated hereby is excluded from the Purchase Price and will be borne by Purchaser. In case any transfer, sales, use, value added, purchase, registration or other similar tax or fees are applicable, the invoice must explicitly and separately state the amount of VAT, the other taxes and/or fees. With the exception of above taxes, BUYER and SELLER shall bear and pay its legally owed taxes and other dues levied by the government of different countries in accordance with the applicable double taxation treaty, any of its agencies, or any local authorities in connection with and in the performance of this AGREEMENT.

和本协议以及转让商标相关的流转税、增值税或其他类似税费并不包括在上述购买价格中, 其需由买方另行承担。若有适用的增值税或其他类似税费, 应具体并分别在发票中列明该增值税、税和/或费用。除上述税费外, 卖方和买方应各自承担各国政府、其代理机构或地方政府根据各国税法或适用的双边条约就本协议的履行向其征收的一切与本协议有关的税费和其他费用。

- 3.2 PURCHASER shall bear any and all costs and fees for the transfer of the TRADEMARKS, including but not limited to official and attorney fees, costs and fees for notarization or legalization of documents necessary for the transfer.

买方应承担转让商标的任何费用和支出, 包括但不限于官方和律师费用, 转让所需文件的公证或认证费用。

- 3.3 If withholding tax applied, the Parties further agree that the Seller shall file and settle by itself the withholding taxes levied or to be levied on the Purchase Price with the competent tax authorities, and provide the official tax settlement receipt to the Buyer as the proof of the Seller's full payment of the withholding taxes due and payable under this Agreement. The Buyer shall coordinate with and support the Seller in the process of settlement of any and all withholding taxes due and payable under this Agreement. However, upon the request of the local authority, if the Buyer needs to settle the withholding taxes on behalf of the Seller, the Buyer shall confirm with the Seller before settlement. In that case, the net payment should be the net amount of consideration after deducting the corresponding withholding taxes.

若商标转让适用预提税, 各方进一步同意, 卖方自行向相关税务机关申报和缴纳转让价格所需或将需缴纳的预提税, 并向买方提供正式完税证明, 以作为卖方履行本协议下应缴纳的预提税完税证明。买方应在卖方缴纳本协议下应缴纳的任何和所有的预提税过程中提供协调和支持。但是, 基于当地主管税务机关的要求, 如果买方需代卖方扣缴并支付预提所得税, 买方应经卖方同意确认后, 净付款应为对价扣除相关预提所得税后的净额。

4. Miscellaneous 其他

- 4.1 Section 11.2 concerning the Governing Law and the Dispute Resolution of the Equity Transfer Agreement shall apply accordingly.

股权转让协议第 11.2 条关于管辖法律和争议解决的条款应适用本协议。

4.2 The parties are each aware of the risk that one or more conditions of this AGREEMENT may be adverse to the perception of this AGREEMENT and be ineffective or void. In each such case, the parties would like to exclude any doubt as to the validity of this AGREEMENT. Should one or more conditions of this AGREEMENT, including this clause entirely or partially be or become ineffective or void or should this AGREEMENT contain any omission, the remaining provisions of this AGREEMENT should continue. The occurrence of inapplicable or invalid provisions obligates the parties to replace these provisions with provisions which most closely reflect their commercial purpose.

各方都知道本协议的一个或多个条件可能与本协议的看法有所不一致、无效或失效的风险。在每个这种情况下，双方都希望排除对本协议有效性的任何疑问。如果本协议的一个或多个条款，包括本条款完全或部分无效或失效，或本协议中含有任何遗漏，本协议的其余条款应继续有效。若发生不适用或无效的条款，双方有义务用最能反映商业目的的条款替代这些条款。

4.3 This AGREEMENT shall constitute an integral part of the ETA. This AGREEMENT shall prevail if there is any discrepancy between this AGREEMENT and the ETA; any issues not covered by this AGREEMENT shall be subject to the provisions of the ETA; any issues not covered by both this AGREEMENT and the ETA shall be subject to the communication and negotiations by the concerned parties separately.

本协议构成股权转让协议不可或缺的一部分。若本协议与股权转让协议的约定不一致的，则以本协议约定为准；本协议未约定事项则以股权转让协议的约定为准；本协议和股权转让协议均未约定事项则由相关方另行协商确定。

4.4 This AGREEMENT shall become effective as of the date ("Effective Date") on which the following two conditions have been satisfied:

本协议自以下两个条件均满足之日（“生效日”）起生效：

(a) This AGREEMENT has been signed and/or sealed by the authorized representatives of each Party; and

本协议由各方授权代表签字和/或盖章；和

(b) The closing of the transaction under the ETA has been achieved and the closing declaration has been issued by the concerned parties in accordance with the ETA.

股权转让协议下的交易达成交割，并且交割声明根据股权转让协议的规定由相关方签发。

4.5 If this AGREEMENT, any Annex to this AGREEMENT, or any information provided under this Agreement is translated into a language other than English, the English language version shall control.

如果本协议，本协议的任何附件或者本协议下的任何信息被翻译成英文以外的其他任何语言，应当以英文版本为准。

IN WITNESS WHEREOF, this AGREEMENT is duly entered into by the authorised representatives of the parties on the signing date stated on the first page of this AGREEMENT.

有鉴于此，本协议由双方授权代表于本协议首页所述签字日签署。

Annex 1 List of Trademarks

附件 1 商标清单

Annex 2 Korean Trademark

附件 2 韩国商标

TRADEMARK 

REEL: 006253 FRAME: 0740

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BASF Corporation
巴斯夫公司



Name 姓名: Carlo Bracco
Title 职务: Director, M&A Catalyst Division

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SHENZHEN CAPCHEM TECHNOLOGY CO., LTD.
深圳新宙邦科技股份有限公司



Name 姓名: Qin Jiusan 覃九三

Title 职务: Legal Representative & Chairman 法定代表人和董事长

Annex 1 List of Trademarks

附件 1 商标清单

| Trademark Application ID | Trademark Reference | Mark Name | Country | Status | Application Number | Filed Date | Registration Number | Registration Date | International Classes |
|--------------------------|---------------------|------------------|--------------------------|------------|--------------------|------------|---------------------|-------------------|-----------------------|
| 21322852 | 185227US | NOVOLYTE | United States of America | Registered | 85425781 | 2011-04-24 | 8141854 | 2012-05-15 | 7 |
| 21322851 | 185429CN | NOVOLYTE | China | Registered | 9721621 | 2011-07-15 | 9721621 | 2014-05-14 | 7 |
| 21322853 | 185285JP | NOVOLYTE | Japan | Registered | 2011-03820 | 2011-12-27 | 8612359 | 2013-05-08 | 7 |
| 21322852 | 185290EN | NOVOLYTE | European Union IP | Registered | 10385789 | 2011-11-02 | 10385789 | 2012-04-10 | 7 |
| 21322852 | 185291CN | NOVOLYTE(2 axes) | China | Registered | 9721620 | 2011-07-15 | 9721620 | 2012-04-28 | 7 |

Annex 2 Korean Trademark

附件 2 韩国商标

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|----------|----------|----------|-----------------|------------|----------------|-------------|------------|-----------|---|
| 21322851 | 185588KR | NOVOLYTE | Korea, Republic | Registered | 40-2012-001408 | 05 Mar 2012 | 40-0954673 | 21-Feb-13 | 7 |
|----------|----------|----------|-----------------|------------|----------------|-------------|------------|-----------|---|