

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHENZHEN CAPCHEM TECHNOLOGY CO., LTD		01/24/2018	Limited Company: CHINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Novolyte Battery Materials (Suzhou) Co., Ltd		
<b>Street Address:</b>	No. 15, Suhong East Road, Suzhou Industrial Park		
<b>City:</b>	Suzhou, Jiangsu		
<b>State/Country:</b>	CHINA		
<b>Entity Type:</b>	Limited Company: CHINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4141854	NOVOLYTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	bytrademark@barron-young.com		
<b>Correspondent Name:</b>	Barron & Young Intellectual Property Ltd		
<b>Address Line 1:</b>	P.O. Box 1484, General Post Office		
<b>Address Line 4:</b>	Hong Kong, HONG KONG		
<b>NAME OF SUBMITTER:</b>	CHARLES S. HO		
<b>SIGNATURE:</b>	/charles ho/		
<b>DATE SIGNED:</b>	03/14/2018		
<b>Total Attachments: 5</b>			
source=Executed Trademark Licensing Agreement_ZDIPA-1715-USTM#page1.tif			
source=Executed Trademark Licensing Agreement_ZDIPA-1715-USTM#page2.tif			
source=Executed Trademark Licensing Agreement_ZDIPA-1715-USTM#page3.tif			
source=Executed Trademark Licensing Agreement_ZDIPA-1715-USTM#page4.tif			
source=Executed Trademark Licensing Agreement_ZDIPA-1715-USTM#page5.tif			

OP \$40.00 4141854

# TRADEMARK LICENSING AGREEMENT

本协议由 深圳新宙邦科技股份有限公司 (以下称为许可方) 与 诺莱特电池材料(苏州)有限公司 (以下称为被许可方) 于 2018 年 01 月 24 日签订。

Agreement made this 24<sup>th</sup> day of Jan. 2018, between SHENZHEN CAPCHEM TECHNOLOGY CO.,LTD (hereinafter called "Licensor"), and Novolyte Battery Materials (Suzhou) CO.,LTD (hereinafter called "Licensee"):

鉴于许可方拥有具有一定价值并经注册的如下“商标”；  
鉴于被许可方意于在制造、出售、分销产品时使用这一商标；  
因此考虑到双方的保证，达成如下协议：

WITNESSETH

Whereas Licensor owns certain valuable registered trademarks as follow:

Trademark Name	NOVOLYTE
Country	United States of America
Status	Registered
Application Number	85405781
Filed Date	2011.08.24
Registration Number	4141854
Registration Date	2012.05.15
International Classes	1

Whereas Licensee desires to utilize the Name upon and in connection with the manufacture, sale and distribution of articles hereinafter described,

Now, Therefore, in consideration of the mutual promises herein contained, it is hereby agreed:

## 一、授权许可 Grant of License

### 1. 产品 Articles

根据以下规定的条款，许可方授予被许可方，被许可方接受使用这一商标的许可权力。

Upon the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee as a related company, and Licensee hereby accepts the right, license and privilege of utilizing the Name.

### 2. 地域 Territory

许可协议在 全球 地区有效。

The license hereby granted extends to worldwide.

### 3. 期限 Term

许可协议自 签字之日起 日生效，如未提前终止，至 2028 年 12 月 31 日期满。若满足协议条件，本协议期限每年自动续展，除非一方在协议到期前 30 天以前书面通知另一方终止协议的执行。

The term of the Agreement shall commence as of the execution of this Agreement and shall continue until December 31st, 2028, unless sooner terminated in accordance with the provisions hereof. The term of this license may be automatically renewed from year to year upon all the terms and conditions contained herein, unless either party hereto shall be given written notice to the contrary at least thirty (30) days prior to the expiration date.

### 二、许可费 License Fee

被许可方将向许可方支付零美元（\$0.00）的许可费。

The licensee will pay to the licensor a total license fee in the amount of zero US dollars (\$0.00).

### 三、专用权 Exclusivity

本协议不限制许可方授予其他人使用这一商标的权力。

Nothing in this agreement shall be construed to prevent Licensor from granting any other licenses for the use of the Name or from utilizing the Name in any manner whatsoever.

### 四、信誉 Good Will

被许可方承认与该商标相关联的信誉的价值，确认这一商标、相关权力及与该商标相关联的信誉只属于许可方，这一商标在公众印象中有从属的含义。

Licensee recognizes the great value of the good will associated with the Name, and acknowledges that the Name and all rights therein and good will pertaining thereto belong exclusively to Licensor, and that the Name has a secondary meaning in the mind of the public.

### 五、许可方的所有权及许可方权利的保护 Licensor's Title and Protection of Licensor's Rights

被许可方同意在协议有效期内及其后，不质疑许可方就该商标享有的所有权和其他权利，不质疑本协议的有效性。如果许可方能及时收到索赔和诉讼的通知，许可方保护被许可方，使其不受仅由本协议所授权的商标使用引起的索赔和诉讼的损害，许可方可选择就这样的诉讼进行辩护。在未得到许可方的同意之前，不应就这样的索赔和诉讼达成解决办法。

Licensee agrees that it will not during the term of this agreement, or thereafter, attack the title or any rights of Licensor in and to the Name or attack the validity of this license. Licensor hereby indemnifies Licensee and undertakes to hold it harmless against any claims or suits arising solely out of the use by Licensee of the Name as authorized in this agreement, provided that prompt notice is given to Licensor of any such claim or suit and provided, further, that Licensor shall have the option to undertake and conduct the defense of any suit so brought and no settlement of any such claim or suit is made without the prior written consent of Licensor.

被许可方同意向许可方提供必要的帮助来保护许可方就该商标拥有的权利。

许可方根据自己的意愿,可以自己的名义、被许可方的名义或双方的名义针对索赔和诉讼应诉。被许可方在可知范围内将书面告知许可方就协议产品的商标的侵权和仿制行为;只有许可方有权决定是否对这样的侵权和仿制行为采取行动。若事先未得到许可方的书面同意,被许可方不应就侵权和仿制行为提出诉讼或采取任何行动。

Licensee agrees to assist Licensor to the extent necessary in the procurement of any protection or to protect any of Licensor's rights to the Name, and Licensor, if it so desires may commence or prosecute any claims or suits in its own name or in the name of licensee or join Licensee as a party thereto. Licensee shall notify Licensor in writing of any infringements or imitations by others in the Name on articles the same as or similar to those covered by this agreement which may come to Licensee's attention, and Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Licensee shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of the Licensor so to do.

#### 六、承诺 Assertion

1.被许可方同意与许可方真诚合作,确保和维护许可方(或许可方的授予人)对商标拥有的权力。双方确认本协议不能视作向被许可方转让了任何与商标有关的权利、所有权和利益。双方确认除根据本许可协议,被许可方享有严格按协议使用商标的权利外,其他相关权利都由许可方保留。被许可方同意协议终止或期满时,将其已获得的或在执行协议项下行为而获得的有关商标的一切权利、权益、信誉、所有权等交回给许可方。被许可方将采取一切许可方要求的方式来完成上述行为。此种交回的权利范围只能基于本协议或双方的契约而产生。

(a) Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's (or any grantor of Licensor's) rights in and to the Name. It is agreed that nothing contained in this agreement shall be construed as an assignment or grant to the Licensee of any right, title or interest in or to the Name, it being understood that all rights relating thereto are reserved by Licensor, except for the license hereunder to Licensee of the right to use and utilize the Name only as specifically and expressly provided in this agreement. Licensee hereby agrees that at the termination or expiration of this agreement Licensee will be deemed to have assigned, transferred and conveyed to Licensor any rights, equities, good will, titles or other rights in and to the Name which may have been obtained by Licensee or which may have vested in Licensee in pursuance of any endeavors covered hereby, and that Licensee will execute any instruments requested by Licensor to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without other consideration than the mutual covenants and considerations of this agreement.

2.被许可方同意其对商标的使用不损害许可方的利益,而且不因为其使用该商标而取得关于商标的任何权利。

(b) Licensee hereby agrees that its every use of such name shall inure to the benefit of Licensor and that Licensee shall not at any time acquire any rights in such name by virtue of any use it may make of such name.

### 七、破产、违约等 Bankruptcy, Violation, etc.

1. 如果被许可方提出破产陈诉, 或被判破产, 或对被许可方提起破产诉状, 或被许可方无偿还能力, 或被许可方为其债权人的利益而转让, 或依照破产法做出安排, 或被许可方停止经营, 或有人接收其经营, 则此许可合同自动终止。除非得到许可方书面表示的同意意见, 被许可方、其接收者、代表、受托人、代理人、管理人、继承人或被转让人无权出售、利用或以任何方式经营协议产品, 或相关的纸箱, 集装箱、包装材料、广告、促销和陈列材料。这是必须遵守的。

(a) If Licensee files a petition in bankruptcy or is adjudicated a bankrupt or if a petition in bankruptcy is filed against Licensee or if it becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues its business or if a receiver is appointed for it or its business, the license hereby granted shall automatically terminate forthwith without any notice whatsoever being necessary. In the event this license is so terminated, Licensee, its receivers, representatives, trustees, agents, administrator, successors and/or assigns shall have no right to sell, exploit or in any way deal with or in any articles covered by this agreement or any carton, container, packing or wrapping material, advertising, promotional or display material pertaining thereto, except with and under the special consent and instructions of Licensor in writing, which they shall be obligated to follow.

2. 如果被许可方违反本协议条款下的义务, 许可方在提前 10 天书面通知后有权终止合同, 除非被许可方在 10 天内对其违约行为做出全部补偿, 令许可方满意。

(b) If Licensee shall violate any of its other obligations under the terms of this agreement, Licensor shall have the right to terminate the license hereby granted upon 10 days' notice in writing, and such notice of termination shall become effective unless Licensee shall completely remedy the violation within the 10 day period and satisfy Licensor that such violation has been remedied.

### 八、协议终止或期满的效果 Effect of Termination or Expiration

协议终止或期满后, 授予被许可方的一切权利即刻返还许可方。许可方可自由地向他人转让在生产、出售、分销协议产品过程中使用该商标的权利。被许可方不得再使用该商标, 或直接、间接地涉及该商标。被许可方不得在制造、出售、分销其自己的产品时使用类似的商标。

Upon and after the expiration or termination of this license, all rights granted to Licensee hereunder shall forthwith revert to Licensor, who shall be free to license others to use the Name in connection with the manufacture, sale and distribution of the articles covered hereby and Licensee will refrain from further use of the Name or any further reference to it, direct or indirect, or anything deemed by Licensor to be similar to the Name in connection with the manufacture, sale or distribution of Licensee's products.

### 九、无法执行协议的原因 Excuse For Nonperformance

若由于政府法规的变化, 或因国家紧急状态、战争状态和其他无法控制的原因, 一方无法执行协议, 书面通知对方原因和希望解除协议的意愿, 则被许可方

将被免除协议下的义务，本协议将终止。

Licensee shall be released from its obligations hereunder and this license shall terminate in the event that governmental regulations or other causes arising out of a state of national emergency or war or causes beyond the control of the parties render performance impossible and one party so informs the other in writing of such causes and its desire to be so released.

十、通知 Notices

除非有更改地址的书面通知，所有的通知、报告、声明均应寄至协议记载的双方正式地址。邮寄日视作通知、报告等发出之日。

All notices and statements to be given shall be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given.

十一、被许可方不得再行转让、许可 No Assignment or Sublicense by Licensee

本协议和协议下被许可方的权利、义务，未经许可方书面同意，不得转让、抵押、再许可，不因法律的实施或被许可方的原因而受到阻碍。许可方可以进行转让，但需向被许可方提供书面通知。

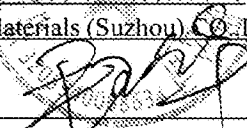
This agreement and all rights and duties hereunder are personal to Licensee and shall not, without the written consent of Licensor, be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee or by operation of law. Licensor may assign but shall furnish written notice of assignment.

按契约规定时间执行协议的双方：

In witness whereof, the parties have caused this instrument to be duly executed as of the day and year first above written.

许可方 Licensor:  
深圳新宙邦科技股份有限公司  
Shenzhen Supchem Technology CO.,LTD  
 签字/盖章 By:   
 职位 Title: 总裁 President

2018.01.24

被许可方 Licensee:  
诺莱特电池材料(苏州)有限公司  
Novolyte Battery Materials (Suzhou) CO.,LTD  
 签字/盖章 By:   
 职位 Title: 总经理 CEO

2018.01.24