

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUPONT ELECTRONICS, INC.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Solamet Electronic Materials (H.K.) Limited		
Street Address:	Room 1004, Harvest Building,		
Internal Address:	29-37 Wing Kut Street,		
City:	Central, HK		
State/Country:	HONG KONG		
Postal Code:	999077		
Entity Type:	Limited Liability Company: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2825270	SOLAMET	
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>			
Phone:	702-462-5973		
Email:	tm@bayramoglu-legal.com		
Correspondent Name:	Nazly Aileen Bayramoglu		
Address Line 1:	1540 West Warm Springs Road, Suite 100		
Address Line 4:	Henderson, NEVADA 89014		
NAME OF SUBMITTER:	Alexander Ruzzier		
SIGNATURE:	/Alexander Ruzzier/		
DATE SIGNED:	03/22/2022		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 30, 2021 (the "Effective Date"), is by and between DuPont Electronics, Inc., a Delaware corporation ("Assignor") and Jiangsu Suote Electronic Materials Co., Ltd., a limited liability company existing under the laws of the PRC ("Parent"), and Solamet Electronic Materials(H.K.)Limited, a corporation duly organized existing under and by virtue of laws of Hong Kong and a wholly-owned subsidiary of Parent ("Assignee"), (each a "Party" and collectively, the "Parties").

WHEREAS, this Agreement is made pursuant to the Purchase and Sale Agreement dated January 31, 2021 (as it may be amended, modified or supplemented from time to time, the "Purchase and Sale Agreement") by and among the Assignor, certain affiliates of the Assignor and the Assignee for the sale of the Solamet[®] business.

WHEREAS, Assignor owns the trademark applications and registrations set forth on Schedule A hereto (the foregoing, including all trademarks issuing from any trademark application, collectively, the "Assigned Trademarks"); and

WHEREAS, the Parties hereto agree that the Assignor contribute, transfer, assign and convey to the Assignee all of its right, title and interest in and to the Assigned Trademarks and that the Assignee accept such contribution, transfer, assignment and conveyance of such Assigned Trademarks;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill, common law rights, rights of priority and renewals to the extent associated therewith and all rights and remedies against past, present and future infringement, dilution, misappropriation or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits and damages for any and all infringements, dilutions, misappropriations or other violations thereof, whether past, present or future, to the full end of the term or terms for which said trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment (the rights transferred under this Section 1 cumulatively, the "Assigned Rights").

2. Recordation; Further Assurances. Assignor and Assignee shall each take any and all additional actions as may be reasonably necessary to effect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee at Assignee's expense for filing with the authorities of each individual country. In furtherance of the foregoing, Assignor agrees that with respect to the Assigned Trademarks it will enter into an assignment agreement suitable for filing with the authorities of each individual country (each a "Recordal Instrument"). The Parties agree that any Recordal Instrument shall give no greater rights or remedies in respect of the transaction completed in such Recordal Instrument than those provided for herein and Section 5 of this Assignment shall apply to any Recordal

Instrument as if fully set forth therein. As between the Parties, the responsibility to file assignments with the national trademark offices of each country for the Assigned Trademarks shall be on the Assignee and the Assignor shall equally bear the cost of filing such assignments (unless, as of the Effective Date, the trademark registration or application is not properly recorded in the name of the Assignor or an Affiliate of Assignor, in which case, at the request of Assignee, the Parties shall reasonably cooperate to make the necessary corrective filings and recordals of the documents that are available to them and Assignor shall bear any expenses in connection with the foregoing corrections).

3. Exclusive License; Right to Sublicense. Subject to the terms and conditions of this Agreement and to the extent of Assignor's rights therein and thereto, the Assignor hereby grants to the Assignee an exclusive, world-wide, royalty-free, sublicensable, transferable license under the Assigned Trademarks for the limited period commencing on the Effective Date and expiring, with respect to each Assigned Trademarks, on the date that the assignment from the Assignor to the Assignee of the Assigned Trademarks is recorded in the relevant trademark office of each country in connection with the display, advertising, promotion, labeling, sale, offer for sale, marketing, distribution, manufacture, use, importation, and export of any products. The license granted to the Assignee in this Section 3 includes the right for the Assignee to grant written sublicenses, of no greater scope and no greater duration than the license hereby granted to the Assignee.

4. Prosecution and Maintenance. For the avoidance of doubt but without limiting the obligations set forth in Section 2 hereof, as of and following the Effective Date, Assignor will assign and convey to Assignee the responsibility to take any action to maintain any of the Assigned Trademarks and further prosecute or seek issuance of any trademark applications included in the Assigned Trademarks, including payment of fees, responses to any office action or other inquiries from agents of governmental entities or registrars, or otherwise. Assignor will execute individual power of attorney prepared by Assignee at Assignee's expense in the case of need in furtherance of the foregoing.

5. No Claims. Except with respect to Section 2 of this Assignment, neither Party nor any of their respective affiliates or representatives will have, or be subject to, any liability or indemnification obligation under this Assignment to the other Party, any of its affiliates or representatives or any other entity or person resulting from, or in connection with, this Assignment or the transactions contemplated hereby. Except with respect to Section 2, each of the Parties hereby agrees (a) not to bring any claim or Action (as defined herein) under this Assignment against the other Party, its affiliates or representatives and (b) to cause its respective affiliates and representatives to comply with this Section 5. "Action" shall mean any claims, actions, suits, inquiries, proceedings or investigations by or before any governmental authority or arbitral tribunal.

6. Proof of Assignment: in the event the assignment recordal is not publicized by the Closing Date in any country (defined in the Purchase and Sales Agreement, to which this Assignment is attached as exhibit), the Assignor shall prove that the Assignor is the sole lawful owner of the Assigned Trademarks by showing a copy of the assignment agreement to the Assignor from the previous owner and a copy of the filing document for trademark assignment recordal.

7. Disclaimer of Representations and Warranties.

- (a) Assignor is the sole lawful owner of the Assigned Trademarks and has the right, power, and authority to assign to Assignee all the right, title and interest in and to the Assigned Trademarks.
- (b) Assignor is a corporation validly existing and in good standing under the laws of the State of Delaware and has the right, power, and authority to enter into this Assignment.
- (c) The execution and delivery of this Assignment and the performance of the transactions contemplated hereby have been duly authorized by all appropriate corporate action of Assignor.
- (d) The execution and delivery of this Assignment by the representative of Assignor whose signature is affixed hereto is sufficient to render this Assignment legal, valid, binding, and enforceable against Assignor under the applicable laws and Assignor's organizational documents without this Assignment being notarized, seated, or authenticated and without any other formality being conducted.
- (e) The execution, delivery and performance by Assignor of this Assignment and the consummation of the transactions contemplated hereby will not result in any violation of, conflict with, result in a breach of, or constitute a default under, any contract to which Assignor is a party or by which it or any of its business or assets is bound.
- (f) To Assignor's knowledge, it has the capacity under the applicable laws to agree to the choice of law, choice of forum and choice of governing language set forth in this Assignment and such choices are enforceable against it under the applicable laws.
- (g) ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT, EXCEPT FOR OTHERWISE PROVIDED IN SECTIONS 7(A)-(G) HEREOF, NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS AND THE OTHER ASSIGNED RIGHTS, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS AND OTHER ASSIGNED RIGHTS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS.

8. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

9. Counterparts. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

10. Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

11. Governing Law. This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Singapore, without giving effect to the conflicts of laws principles thereof.

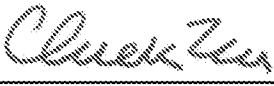
12. Dispute Resolution. Any dispute arising out of or in connection with this Assignment, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators appointed by the Parties shall within thirty (30) days of the appointment of the second arbitrator, agree upon a third arbitrator who shall act as the presiding arbitrator. If the third arbitrator has not been agreed within this time period, the third arbitrator shall be appointed by the President of the Singapore International Arbitration Centre. The language of the arbitration shall be English.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

DuPont Electronics, Inc.

By: 

Name: Chuck Xu

Title: VPGM

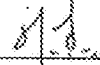
Date: June 30, 2021

Acknowledged and Accepted:

ASSIGNEE :



Solamet Electronic Materials(H.K.) Limited

By: 

Name: LIU Jie

Title: Manager

Date: June 30, 2021

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007668 FRAME: 0088

Acknowledged and Accepted:

PARENT:

Jiangsu Suote Electronic Materials Co., Ltd.

By:

Name: LIU Jie

Title: Manager

Date: June 30, 2021



[Signature page to Trademark Assignment]