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Filing date: **10/13/2020**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92071349
Party	Defendant Irina S. Kozodaeva
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Submission	Opposition/Response to Motion
Filer's Name	Kenneth Motolenich-Salas
Filer's email	ken@motosalaslaw.com
Signature	/Kenneth Motolenich-Salas/
Date	10/13/2020
Attachments	part 1 of ex d.pdf(5757136 bytes) part 2 of ex d.pdf(1261327 bytes) CORRECTED FINAL part 3 of exhibit D.pdf(3992848 bytes) CORRECTED part 4 of exhibit d.pdf(4261321 bytes) part 5 of ex d.pdf(6063698 bytes) part 6 of exhibit d.pdf(3640700 bytes) index to paper no 37.pdf(2145 bytes)

EXHIBIT D

DECLARATION OF IRINA KOZODAEVA

I, Kenneth M. Motolenich-Salas, declare as follows:

1. I am over eighteen (18) years old and am the attorney of record for Registrant Irina Kozodaeva in this action. I have personal knowledge of the facts set forth herein and could and would testify competently thereto if called as a witness.

2. I have reviewed all documents produced by Petitioner NT-MDT LLC in this action (“**TTAB Produced Documents**”), as well as all documents created by NT-MDT LLC in this proceeding, including (i) pleadings and other documents filed with the TTAB, (ii) discovery requests, (iii) disclosure statements, and (iv) discovery responses (“**TTAB Created Documents**”).

3. Moreover, I am the attorney of Registrant in a copending civil litigation in the District of Arizona, *NT-MDT LLC et al. v. Kozodaeva et al.*, Case No. 2:19-cv-03691-JJT.

4. As such, I have reviewed all documents produced by Plaintiffs NT-MDT LLC and NT-MDT America, Inc. in that action (“**Civil Litigation Produced Documents**”), as well as all documents created by Plaintiffs in that proceeding, including (i) pleadings and other documents filed with the Court, (ii) discovery requests, (iii) disclosure statements, and (iv) discovery responses (“**Civil Litigation Created Documents**”).

5. There is no reference or even a mention of any 2003 oral or other assignment of the Mark at issue in this action from NT-MDT CJSC or any other entity to CJSC NTI or any other entity. That is, no reference or mention is found in either the TTAB Produced Documents or the Civil Litigation Produced Documents to any such 2003 assignment.

6. The only reference to the 2003 oral assignment from NT-MDT CJSC to CJSC NTI asserted by Petitioner to exist is in TTAB Created Documents and Civil Litigation Created Documents. That is, the 2003 oral assignment’s only reference in writing is in documents created in 2019 or 2020, sixteen or seventeen years later, for purposes of this proceeding and the civil litigation.

7. Furthermore, there is no reference or even a mention of any 2005 oral or other assignment of the Mark at issue in this action from CJSC NTI or any other entity to NT-MDT Service & Logistics, Ltd. or any other entity. That is, no reference or mention is found in either the TTAB Produced Documents or the Civil Litigation Produced Documents to any such 2005 assignment.

8. The only reference to the 2005 oral assignment from CJSC NTI to NT-MDT Service & Logistics, Ltd. asserted by Petitioner to exist is in TTAB Created Documents and Civil Litigation Created Documents. That is, the 2005 oral assignment’s only reference in writing is in documents created in 2019 or 2020, fourteen or fifteen years later, for purposes of this proceeding and the civil litigation. Relatedly, there is no document in TTAB Produced Documents or the Civil Litigation Produced Documents that references or even mentions the assigning by CJSC NTI of only U.S. common law rights in the Mark in 2005 to NT-MDT Service & Logistics, Ltd., with

DECLARATION OF IRINA KOZODAEVA

CJSC NTI retaining non-U.S. common law rights in the Mark. It should be recalled that Petitioner alleges that the 2003 oral assignment was of the trademark rights, not just U.S. rights, in the NT-MDT Mark to CJSC NTI, *see* Pet'n ¶ 8 and Am. Compl. ¶ 12,¹ whereas the 2005 oral assignment from CJSC to NT-MDT Service & Logistics, Ltd. is alleged to have been a U.S.-only transfer, *see* Pet'n ¶ 14, Am. Compl. ¶ 18, with U.S. rights carved apart from non-U.S. rights to the Mark.

9. Moreover, other than for the undated minutes of the meeting of the NT-MDT Service & Logistics, Ltd. Directors (“**Meeting Minutes**”) that took place ostensibly on December 12, 2014 (Petitioner’s Exhibit E, NT-124, which is Exhibit 4 to the Declaration of Alexander Bykov submitted in support of Registrant’s Response to Petitioner’s Motion for Summary Judgment), there is no reference or even a mention of the January 1, 2015 assignment alleged to have been effectuated in such Meeting Minutes. That is, other than the Meeting Minutes itself and TTAB Created Documents and Civil Litigation Created Documents from 2019 or 2020 (four and five years after the alleged meeting), there is no reference or mention found in either the TTAB Produced Documents or the Civil Litigation Produced Documents to the purported January 1, 2015 assignment.

10. As indicated above, I am the attorney for Registrant in this proceeding.

11. I have experience searching Trademark Office records, including assignments of trademarks at <https://assignment.uspto.gov/trademark/index.html#/trademark/search> and trademark applications and registrations through TESS, <http://tmsearch.uspto.gov/bin/gate.exe?f=tess&state=4807:9hol1v.1.1>, and TSDR, <http://tsdr.uspto.gov/>.

12. I searched the Trademark Records for information concerning any trademark application of registration of NT-MDT Service & Logistics, Ltd.

13. I found records of eleven trademark registrations owned by NT-MDT Service & Logistics, Ltd. A true and correct copy of a listing of these in TESS made on April 24, 2020 and the registration certificates of such trademarks obtained from TSDR is attached hereto as **Exhibit 1**.

14. The Mark is not listed in the listing of NT-MDT Service & Logistics, Ltd. trademarks.

15. I searched both the Assignment Records for evidence of any assignment recorded for the Mark.

16. I did not find evidence in the Assignment Records for any such assignment.

¹ Exhibit 3 to Declaration of Alexander Bykov.

DECLARATION OF IRINA KOZODAEVA

17. I also searched the Assignment Records for evidence of any assignment of the NT-MDT Service & Logistics, Ltd. trademarks, such as those listed in Exhibit 1, to any other entity, including but not limited to NT-MDT LLC, an assignment which Petitioner alleges occurred on January 1, 2015.

18. I did not find evidence in the Assignment Records for any such assignment.

19. One of the NT-MDT Service & Logistics, Ltd. trademark registrations, iCAIR, 4,962,139, was filed on October 1, 2015, ten months after the purported assignment of all of NT-MDT Service & Logistics, Ltd. trademarks from it to NT-MDT LLC.

20. As attorney of record for Registrant in this proceeding, I served on Petitioner's counsel responses to interrogatories. On March 27, 2020, I served amended responses to the first set of interrogatories, a true and correct copy of relevant portions of these which Registrant relies upon for the Response to the Motion for Summary Judgment is attached hereto as **Exhibit 2**. These contained amended responses to select interrogatories. Relevant portions of the original responses to the first set of interrogatories on which Registrant relies upon for the Response to the Motion for Summary Judgment, which includes responses to those interrogatories for which no amendment to the response was made, are attached hereto as **Exhibit 3**.

21. Moreover, I served responses to the second set of interrogatories on Petitioner's counsel on March 13, 2020. A true and correct copy of relevant portions of these which Registrant relies upon for the Response to the Motion for Summary Judgment is attached hereto as **Exhibit 4**.

22. All declarants supporting the Registrant's response to the Petitioner's motion for summary judgment are listed in Registrant's Supplemental Disclosures, *viz.*, Irina Kozodaeva, Alexander Bykov, Dimitry Kozodaev, Rashid Dzhaubaev, and Anastasia Aleksandrovna Yakovleva, which were served on March 3, 2020. A true and correct copy of these is attached hereto as **Exhibit 5**, with these declarants listed on pp. 2-3.

23. Additionally, documents in this matter, including an NT-MDT CJSC audit report, identified a May 24, 2016 trademark license grant from NT-MDT CJSC to STC LLC (referenced in Petitioner's motion as Scientific Technology Company). Despite serving multiple requests for production to which the license would be responsive, Petitioner did not produce this document, although the undersigned believes that it would have possession of it.

24. I even went so far as to contact the company that prepared the audit report; however, the audit report company did not have a copy of the license. A true and correct copy of a March 12-13, 2020 email conversation with the audit report company is attached hereto as **Exhibit 6** and bears bates labels KOZ3244-3247.

DECLARATION OF IRINA KOZODAEVA

25. On April 30, 2020, I was provided by Mr. Alexander Bykov a copy of a document that is a license between NT-MDT CJSC and NT-MDT Europe B.V. related to rights in former's trademarks, including the NT-MDT Mark. A true and correct copy of this document is attached hereto as **Exhibit 7**. It is my firm belief that Petitioner had a copy or access to this document during the entire pendency of this action, yet failed to produce it. Registrant was only provided a copy of this agreement herself on April 30, 2020, which prompted my immediate production of it.

26. I represent Registrant and her husband in parallel civil litigation in the District of Arizona. In such action, Petitioner, along with NT-MDT America Inc., filed an original complaint against my clients on May 20, 2019, which was later amended. A true and correct copy of the original complaint is attached hereto as **Exhibit 8**. I read the original complaint and there is no reference therein to any assignment of the Mark of any kind or abandonment of usage of the Mark by NT-MDT or any other entity.

27. On April 30, 2020, I obtained from TSDR the statement of use and specimen of use filed in the application leading to the registration of NT-MDT, and a true and correct copy of these filings with the Trademark Office is attached hereto as **Exhibit 9**.

28. Attached hereto as **Exhibit 10** is a true and correct copy of a web archive of ntmdt.com from April 21, 2014 made on June 14, 2019 bates labeled KOZ439 showing usage by NT-MDT CJSC of its NT-MDT Trademark on its website and identifying its Moscow office as the "Head Office" and identifying (i) NT-MDT Service & Logistics as a "branch office of NT-MDT in Limerick" in Ireland, (ii) NT-MDT Shanghai as the "branch office of NT-MDT" "located in Shanghai", (iii) NT-MDT European Sales and Application office as the "branch office of NT-MDT" located in "Apeldorn, The Netherlands", and (iv) NT-MDT America as the "branch office of NT-MDT" "located in Tempe" Arizona.

29. Attached hereto as **Exhibit 11** is a true and correct copy of the record of the NT-MDT trademark with the Russian Trademark Office I made on Oct. 11, 2019 by accessing new.fips.ru/iiss/document.xhtml?faces-redirect=true&id=3c4217889cb2a2e7457805d967b7565f. I bates labelled the page KOZ1052-1056.

30. In addition to responses to interrogatories, Registrant served responses to requests for admission on, *inter alia*, Sep. 11, 2019, relevant portions of which are attached hereto as **Exhibit 12**.

31. On March 10, 2020, I accessed the Wayback Machine to obtain archived webpages of various NT-MDT-related websites. A true and correct copy of some of the archived webpages I accessed that day and that were produced in this proceeding is attached as **Exhibit 13** and bears bates labels ranging from KOZ3074 to 3177, and **Exhibit 14** with bates labels KOZ2823-2824 and KOZ2830, 2833-36.

DECLARATION OF IRINA KOZODAEVA

32. Attached hereto as **Exhibit 15** is a true and correct copy of a document produced in this proceeding bearing bates label KOZ3340-3341.

33. On March 9, 2020, the Wayback Machine to obtain archived webpages of the Materials Research Society (“MRS”), mrs.org. A true and correct copy of the mrs.org archive from Dec. 27, 2009 is attached hereto as **Exhibit 16** and bates labelled KOZ2899-2907, with NT-MDT Co. identified as an exhibitor at the MRS Fall Meeting (on KOZ2904).

34. Attached hereto as **Exhibit 17** is a true and correct copy of a document produced in this proceeding bearing bates label KOZ3282-3283.

35. Attached hereto as **Exhibit 18** is a true and correct copy of a webarchive made on March 9, 2020 of nanotech-america.com of Nov. 24, 2006 and bates labelled KOZ2804.

36. Attached hereto as **Exhibit 19** is a true and correct copy of Registrant’s responses to Petitioner’s second set of requests for admission served on March 10, 2020.

37. Attached hereto as **Exhibit 20** is a true and correct copy of Registrant’s mandatory initial discovery responses served in parallel civil litigation on November 12, 2019.

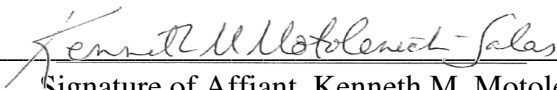
38. Attached hereto as **Exhibit 21** is a true and correct copy of the record from the European Trademark Office made on May 4, 2020 of the iCAIR and Solver Next registrations owned by a company related to Petitioner (NT-MDT Service & Logistics, Ltd.). Such information is publicly available.

39. Attached hereto as **Exhibit 22** is a true and correct copy of Registrant’s Amended Responses to the First Set of Interrogatories dated Aug. 26, 2020.

40. Attached hereto as **Exhibit 23** is a true and correct copy of Registrant’s Amended Responses to the Second Set of Interrogatories dated Aug. 25, 2020.

I, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the admissibility of the declaration, declares that all statements made of my own knowledge are true and all statements made on information and belief are believed to be true. Further, I declare under penalty of perjury under the laws of the United States and the Russian Federation that the facts stated herein are true and correct.

Dated this 8th day of October, 2020.



Signature of Affiant, Kenneth M. Motolenich-Salas

EXHIBIT 1

**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Fri Apr 24 04:37:23 EDT 2020

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Start List At: OR Jump to record:

11 Records(s) found (This page: 1 ~ 11)

Refine Search

Current Search: S1: (nt-mdt service)[OW] docs: 11 occ: 11

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	79073424	3832139	NTEGRA LIFE	TSDR	DEAD
2	79114916	4359597	SOLVER SPECTRUM	TSDR	DEAD
3	79114915	4359596	SOLVER NANO	TSDR	DEAD
4	79080430	3910380	SOLVER OPEN	TSDR	DEAD
5	79176273	4962139	ICAIR	TSDR	LIVE
6	77678164	3890721	SOLVER NEXT	TSDR	LIVE
7	77622688	4019833	HEADHIPEX	TSDR	DEAD
8	77623345	4012840	PINPOINT	TSDR	DEAD
9	77622727	4009835	EXPERTFBA	TSDR	DEAD
10	77622711	4009834	ISOSHIELD SYSTEM	TSDR	DEAD
11	77622739	3944839	SCANSCALER	TSDR	DEAD

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United States of America
United States Patent and Trademark Office

Ntegra Life

Reg. No. 3,832,139

Registered Aug. 10, 2010

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LIMITED (IRELAND PRC)
NT-MDT HOUSE
NATIONAL TECHNOLOGICAL PARK CASTLETROY
LIMERICK, IRELAND

FOR: MICROSCOPES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 7-31-2009 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1014723 DATED 8-17-2009, EXPIRES 8-17-2019.

SER. NO. 79-073,424, FILED 8-17-2009.

DAVID MILLER, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

SOLVER SPECTRUM

Reg. No. 4,359,597

Registered July 2, 2013

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND LIMITED COMPANY)
NT-MDT HOUSE
NATIONAL TECHNOLOGICAL PARK, CASTLETROY
LIMERICK, IRELAND

FOR: MICROSCOPES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 3-26-2012 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1121482 DATED 4-30-2012, EXPIRES 4-30-2022.

OWNER OF U.S. REG. NOS. 3,890,721 AND 3,910,380.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SPECTRUM", APART FROM THE MARK AS SHOWN.

SER. NO. 79-114,916, FILED 4-30-2012.

JENNIFER BUTTON, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

SOLVER NANO

Reg. No. 4,359,596

Registered July 2, 2013

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND LIMITED COMPANY)
NT-MDT HOUSE
NATIONAL TECHNOLOGICAL PARK, CASTLETROY
LIMERICK, IRELAND

FOR: MICROSCOPES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 4-2-2012 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1121481 DATED 4-30-2012, EXPIRES 4-30-2022.

OWNER OF U.S. REG. NOS. 3,890,721 AND 3,910,380.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NANO", APART FROM THE MARK AS SHOWN.

SER. NO. 79-114,915, FILED 4-30-2012.

JENNIFER BUTTON, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

Solver Open

Reg. No. 3,910,380

Registered Jan. 25, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LIMITED (IRELAND PRIVATE LIMITED COMPANY)
NT-MDT HOUSE
NATIONAL TECHNOLOGICAL PARK
CASTLETROY, LIMERICK, IRELAND

FOR: MICROSCOPES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 1-21-2010 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1032872 DATED 2-25-2010, EXPIRES 2-25-2020.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "OPEN", APART FROM THE MARK AS SHOWN.

SER. NO. 79-080,430, FILED 2-25-2010.

JAMES MACFARLANE, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America
United States Patent and Trademark Office

iCAIR

Reg. No. 4,962,139

Registered May 24, 2016

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND CORPORATION)
NT-MDT HOUSE,
NATIONAL TECHNOLOGICAL PARK,; CASTLETROY; LIMERICK
IRELAND

FOR: MICROSCOPES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 4-13-2015 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1273558 DATED 10-1-2015, EXPIRES 10-1-2025.

SER. NO. 79-176,273, FILED 10-1-2015.

JONATHAN FALK, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

SOLVER NEXT

Reg. No. 3,890,721

Registered Dec. 14, 2010

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND CORPORATION)
NT-MDT HOUSE NATIONAL TECHNOLOGICAL PARK
CASTLETROY, LIMERICK, IRELAND

FOR: SCIENTIFIC AND ELECTRONIC APPARATUS AND INSTRUMENTS, NAMELY, MICROSCOPES USED FOR SCANNING, ETCHING, AND GENERATING 3-D IMAGES OF THE SURFACES OF SPECIMENS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 3-22-2009; IN COMMERCE 3-22-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-678.164; FILED 2-25-2009.

SAMUEL E. SHARPER JR., EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America
United States Patent and Trademark Office

HEADHIPEX

Reg. No. 4,019,833

Registered Aug. 30, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICES & LOGISTICS LTD. (IRELAND CORPORATION)
NT-MDT HOUSE NATIONAL TECHNOLOGICAL PARK
CASTLETROY, LIMERICK, IRELAND

FOR: AUTOMATED HIGH PRECISION SWITCHING DEVICE USED TO EXCHANGE
SCANNING HEADS IN MICROSCOPES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-2009; IN COMMERCE 1-1-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-622,688, FILED 11-26-2008.

SUSAN LESLIE DUBOIS, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

United States of America
United States Patent and Trademark Office

PINPOINT

Reg. No. 4,012,840

Registered Aug. 16, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND CORPORATION)
NATIONAL TECHNOLOGY PARK
NT-MDT HOUSE
CASTLETROY, IRELAND

FOR: PRECISION INSTRUMENT, NAMELY, SCANNING PROBE MICROSCOPES THAT ALLOW A USER TO PERFORM SCANS OF PRECISE AREAS WITHIN THE OPTICAL FIELD OF VISION, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-2009; IN COMMERCE 1-1-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-623,345, FILED 11-30-2008.

MICHAEL ENGEL, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

United States of America
United States Patent and Trademark Office

EXPERTFBA

Reg. No. 4,009,835

Registered Aug. 9, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND CORPORATION)
NT-MDT HOUSE, NATIONAL TECHNOLOGICAL PARK
CASTLETROY, LIMERICK, IRELAND

FOR: AUTOMATIC OPTICAL DEVICE FOR SCANNING PROBE MICROSCOPES, NAMELY,
A DEVICE FOR THE AUTOMATIC OPTICAL ALIGNMENT OF MICROSCOPE LASER
BEAMS, PROBES, AND PHOTODIODES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-2009; IN COMMERCE 1-1-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-622,727, FILED 11-26-2008.

MICHAEL ENGEL, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ISOSHIELD SYSTEM

Reg. No. 4,009,834

Registered Aug. 9, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND CORPORATION)
NT-MDT HOUSE, NATIONAL TECHNOLOGICAL PARK
CASTLETROY, LIMERICK, IRELAND

FOR: MULTIFUNCTIONAL SYSTEM, NAMELY, SCANNING PROBE MICROSCOPES WHICH
CREATE A HOMOGENEOUS ENVIRONMENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND
38).

FIRST USE 1-1-2009; IN COMMERCE 1-1-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SYSTEM", APART FROM THE
MARK AS SHOWN.

SN 77-622,711, FILED 11-26-2008.

MICHAEL ENGEL, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

SCANSCALER

Reg. No. 3,944,839

Registered Apr. 12, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

NT-MDT SERVICE & LOGISTICS LTD. (IRELAND CORPORATION)
NT-MDT HOUSE, NATIONAL TECHNOLOGICAL PARK
CASTLETROY, LIMERICK, IRELAND

FOR: ELECTRONIC ADJUSTMENT SYSTEM, NAMELY, SCANNING PROBE MICROSCOPES
USED TO CREATE HIGH-QUALITY SCANNED IMAGES, IN CLASS 9 (U.S. CLS. 21, 23, 26,
36 AND 38).

FIRST USE 1-0-2009; IN COMMERCE 1-0-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-622,739, FILED 11-26-2008.

LAURA KOVALSKY, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

EXHIBIT 2

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019

**REGISTRANT IRINA KOZODAEVA’S AMENDED RESPONSES TO PETITIONER
NT-MDT LLC’S FIRST SET OF INTERROGATORIES**

Pursuant to TBMP § 405.04, TBMP § 410, TBMP § 412.01, 37 C.F.R. § 2.120, and Rules 26 and 33 of the Federal Rules of Civil Procedure, Registrant Irina Kozodaeva (“Registrant”), by and through its undersigned counsel, hereby submits its amended responses to select interrogatories included in Petitioner’s (“Petitioner”) First Set of Requests for Interrogatories (“Interrogatories”) served on August 12, 2019 as follows. If a response to an interrogatory is not included herein, there has been no amendment to the previously-served response to such interrogatory.

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections (“General Objections”) to each definition, instruction, and Request propounded in Petitioner’s First Request for the Production of Documents to Registrant. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Interrogatories does not waive any of Registrant’s General Objections.

1. Registrant objects to the Interrogatories to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).

2. Registrant objects to each Request and to Petitioner's "Definitions" and "Instructions" to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the T.T.A.B.'s Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner's definition of "Document" to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner's definition of "Registrant," "you," or "your" to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant's control.

5. Registrant objects to Petitioner's definition of "Communication" as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Interrogatories on the grounds of disproportionality to the extent they purport to require Registrant to provide "all" or "any" information or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Interrogatory to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity. Pursuant to Fed. R. Evid. 502(b), the inadvertent production by Registrant of information protected from disclosure by any such privilege, doctrine or immunity shall not be deemed a waiver by Registrant of any such privileges or protections. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall

not operate as a waiver of the applicable privilege. Registrant will identify any information withheld on the basis of such privilege, doctrine or immunity on a privilege log.

8. Registrant objects to the Interrogatories to the extent it would require Registrant to produce documents containing confidential, proprietary, or trade secret information that is protected by rights of privacy. Registrant will produce any such documents pursuant to the T.T.A.B.'s standard protective order. TBMP § 412.01.

9. Registrant objects to the scope of the Interrogatories on the grounds that they are overbroad and seek irrelevant information because they are unlimited geographically. Registrant will provide information relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

10. Registrant objects to each Interrogatory to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only produce any such information after receiving permission from the third party and under the T.T.A.B.'s standard protective order.

11. Registrant objects to each Interrogatory to the extent it seeks information that is not relevant to the parties' claims or defenses or proportional to the needs of the case.

12. Registrant objects to each Interrogatory to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

13. Registrant objects to each Interrogatory to the extent it seeks information that is not in the possession, custody, or control of Registrant.

14. Registrant objects to each Interrogatory to the extent that it seeks information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

15. These interrogatory responses are based on discovery available as of the date

hereof. Further discovery, independent investigation, or other analysis may lead to the discovery of additional information, which may lead to additions or changes to the responses set forth herein. These interrogatory responses are given without prejudice to Registrant's right to rely on subsequently discovered information or documents.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Describe in detail the facts and circumstances how you conceived, created, selected, or adopted the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 1 as follows:

Registrant incorporates by reference the entirety of Registrant's response to Interrogatory No. 58. Further, Anastasia Yakovleva purchased the Challenged Mark pursuant to a purchase made through a bankruptcy sale of the assets of NT-MDT CSJC, which was the user of the mark "NT-MDT" in the United States and, upon information and belief, never assigned ownership of the mark to Petitioner, which was only created in 2013 after the alleged first usage of the mark in the United States, or any other entity at any time after first use in the United States, including but not limited to the entities listed on KOZ1, the entirety of which is incorporated herein by this reference. Without assignment of the mark, the mark comprised part of the assets purchased by Yakovleva, who in turn sold the mark to Registrant, who in turn licensed the mark to NT-MDT B.V. The entirety of the following documents are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d): KOZ2 (Information Letter of the Bankruptcy Trustee dated April 18, 2019), KOZ3-16 (March 7, 2019 Agreement of Purchase in Russian followed by English Translation), KOZ17-18 (Permission of Use dated June 1, 2017), KOZ22-27 (Ownership Transfer Agreement dated April 2, 2018), and KOZ147-156 (Power of Attorney of Anastasia Aleksandrovna Yakovleva to Irina Sergeevna Kozodaeva

dated June 4, 2019), and all exhibits referenced in the response to Interrogatory No. 58.

It should be noted that Techno-NT, whose representative was Irina Kozodaeva (Registrant), was an official distributor of NT-MDT CSJC (a.k.a. NT-MDT Co.) in Benelux, Germany, and France pursuant to a Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015, which is identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ64-71, the entirety of such document is incorporated herein by this reference.

INTERROGATORY NO. 3: Identify any trademark search, investigation, or any other inquiry conducted by or for you concerning the availability to use or register the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 3 as follows:

Registrant incorporates by reference the entirety of Registrant's response to Interrogatory No. 58. Furthermore, a search was performed through marcaria.com and www.merk-echt.nl. Pursuant to Fed. R. Civ. P. 33(d), Registrant produces and identifies KOZ440-443, KOZ993-1007, KOZ445-455, KOZ108-113, KOZ456-484, and KOZ351-374, the entirety of which is incorporated herein by this reference.

INTERROGATORY NO. 4: Identify any person involved in the review of any trademark search, investigation, or other inquiry conducted by or for you concerning the availability to use or register the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 4 as follows:

KOZ3211, KOZ3221-3226, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.

- Ser. No. 79033148 (United States), see KOZ2655, KOZ2653-2654, KOZ2552-2650, KOZ1726-1278, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.
- Reg. No. 0812446 (Benelux), see KOZ2542-2544, KOZ3211, KOZ3212-3213, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.
- Reg. No. 1155228 (Australia), see KOZ2652, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.
- Reg. No. 188978 (Russia), see KOZ28-29, KOZ125-126, KOZ1052-1056, KOZ1057-1058, KOZ3202-3204, KOZ3177-3182, KOZ3183-3194, the entirety of which is incorporated herein by this reference.

INTERROGATORY NO. 19: Identify any agreements concerning the Challenged Mark by date, parties to the agreement, and the subject matter of the agreement.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 19 as follows:

Registrant incorporates by reference the entirety of Registrant's response to Interrogatory No. 58. Moreover, pursuant to Fed. R. Civ. 33(d), Registrant identifies (i) KOZ3-16 which is an Agreement of Purchase dated March 7, 2019 (also produced at KOZ159-172); (ii) KOZ17-18 which is a Permission for Use dated June 1, 2017; (iii) KOZ22-27 which is an Ownership Transfer Agreement dated April 2, 2018; (iv) KOZ34 which is Memorandum No. 2015-2 dated 20 October 2015 to Dmitry Kozodaev from Alexander Bykov; (v) KOZ35-37 which is a Settlement Agreement Pursuant to Section 7:900 *et seq.* of the Dutch Civil Code between Nano Technology Instruments-Europe B.V. and D.A. Kozodaev dated May 31, 2017; (vi) KOZ64-71 which is a Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015; (vii) KOZ88-90 which is a Trademark Purchase Agreement dated March 24, 2019 (English-Russian); (viii) KOZ127-132, which is an Ownership Transfer Agreement dated April 2, 2018 (also produced at KOZ133-138 and KOZ139-144); (ix) KOZ2 which is an Information Letter of the Russian Bankruptcy Trustee of

NT-MDT CSJC (Rashid Dzhaubaev) dated April 18, 2019; (x) KOZ147-156 which is a Power of Attorney (English translation) of Anastasia Aleksandrovna Yakovleva to Irina Sergeevna Kozodaeva dated 4 June 2019; (xi) KOZ490-497 which is Eight-Sail Instrument & Equipment (Shanghai) Co., Ltd. exclusive distributor agreement for PRC dated July 1, 2018; (xii) KOZ498-502 which is NT-MDT BV and MTEON Ltd. Distributorship Agreement No. 1 dated Nov. 20, 2018; (xiii) KOZ610-611 which is a May 22, 2019 Power of Attorney of Measuring Instruments LLC (subsidiary company of NT-MDT CSJC) represented by Yury Vasilievich Shapovalov, Bankruptcy Trustee to Dmitry Alexandrovich Kozodaev; (xiv) KOZ1008-1013 which is a March 25, 2019 license agreement between Registrant and NT-MDT B.V.; (xv) KOZ1716-1717, which is a Trademark Purchase Agreement dated October 25, 2016 (also produced at KOZ1724-1725 and KOZ2659-2660); (xvi) KOZ2656-2657, which is a Transfer Agreement of Non-Material Assets dated June 12, 2018 (English-Dutch; also produced, in Dutch only, at KOZ2658 and in English-Dutch at KOZ2759-2762 and KOZ2788-2791); (xvii) KOZ2741-2745, which is a License Agreement No. 3 on granting the license to use the trademark dated June 15, 2015 (also produced at KOZ2771-2783 and KOZ3057-3069); and (xviii) KOZ3183-3194, which is a license agreement from 2009. The entirety of each and every one of the preceding documents is incorporated herein by this reference.

INTERROGATORY NO. 20: Describe in detail any communications between you and any third party concerning Petitioner or Petitioner's Marks, and any actions you took as a result of those communications.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 20 as follows:

Pursuant to Fed. R. Civ. P. 33(d), Registrant identifies and incorporated by reference the entirety of the following documents: KOZ993-1007 (Emails to/from Marcari.com dated

connection with the commercialization of goods that, for the most part, differ from the goods set forth in the Interrogatory. Specifically, Registrant is aware of Petitioner's Mark in connection with Nano technology instruments, namely, microscopes, measuring apparatus and measuring instruments, namely, atomic force microscopes, scanning probe microscopes, integrated atomic force microscopes and confocal Raman microscopes, integrated atomic force microscopes with interferometers for nano-IR infrared measurements, scanning tunneling microscopes, atomic force microscopes for electrochemical measurements, atomic force microscopes with external magnetic fields, atomic force microscopes for work in low vacuum, atomic force microscopes for quantitative nano-mechanical measurements, atomic force microscopes for work in liquids, computers; downloadable and recorded computer software for control of atomic force microscopes systems, image acquisition, image in the field of chemistry, physics, biology, semiconductors, metrology, material science; electric apparatus and instruments, namely, atomic force microscopes, scanning probe microscopes, scanning tunneling microscopes, scanning confocal Raman microscopes; microscopes and parts thereof.

INTERROGATORY NO. 24: Describe all facts that would support a contention that Registrant owns any rights in the Challenged Mark that are superior to the Petitioner or any third party.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectable portion of Interrogatory No. 24 as follows:

Registrant incorporates by reference the entirety of her response to Interrogatory No. 1, Interrogatory No. 30, and Interrogatory No. 58. Further, upon information and belief, the true owner of the purported "common law rights" that Petitioner contends belongs to Petitioner is Registrant. NT-MDT, LLC, the Petitioner, only was established in 2013, and a related entity, NT-MDT America, was founded in 2008. And, NT-MDT Spectrum Instruments was founded

in 2015. All U.S. commercial activities were being carried out by NT-MDT CSJC when the mark was first used in interstate commerce. As such, the owner of the "common law rights" in the U.S., which Registrant interprets to comprise the rights to use the mark and the rights to register the mark, to "NT-MDT" is thus NT-MDT CSJC, which entered the U.S. market in the 1990's. Upon information and belief, NT-MDT CSJC did not assign ownership of these rights to either NT-MDT America or NT-MDT LLC; rather, any such entity held at most only a license to use the mark in the United States. However, Registrant does not possess enough information to determine if these entities even held a license to use the mark in the U.S. Discovery from Petitioner should yield information to this end.

In 2017, the assets of NT-MDT CSJC, including the purported common law rights to the mark in the United States (rights to use and register), were sold and later obtained by Registrant. Specifically, Moscow Arbitration Court decision dated July 19, 2017 (Case No. A40-119764/16-88-157 "b") declared NT-MDT CSJC bankrupt, with bankruptcy proceedings initiated with respect to the company's tangible and intangible assets, including the purported common law rights to the mark in the United States. All intellectual properties of NT-MDT CSJC were purchased by Anastasia Aleksandrovna Yakovleva as indicated in the Agreement of Purchase dated March 7, 2019, KOZ3-16, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). This acquisition of the mark and the purported common law rights in such mark in the US from NT-MDT CSJC's bankruptcy estate through the bankruptcy proceeding is confirmed in the Information Letter dated April 18, 2019, KOZ2, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d).

On March 24, 2019, Yakovleva assigned ownership of the mark to Irina Kozodaeva, Registrant, pursuant to a Trademark Purchase Agreement dated March 24, 2019, KOZ88-90, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). To the extent that mark assignment was not effectuated by Yakovleva pursuant to such

agreement, Anastasia Aleksandrovna Yakovleva gave Irina Sergeevna Kozodaeva, Registrant, Power of Attorney on June 4, 2019, KOZ147-156, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d), with such Power of Attorney including the power to manage and dispose of all property including that acquired on the basis of the Agreement for Sale and Purchase of Property Complex of Nanotechnology MDT Closed Joint-Stock Company dated 7 March 2019 (KOZ3-16).

Moreover, to the extent NT-MDT CSJC had assigned ownership of any or all of the purported common law rights to the mark in the United States to NT-MDT Europe BV, such rights (*viz.*, rights to register and use the mark in the U.S.) were assigned to Irina Kozodaeva (*viz.*, Registrant) pursuant to an Ownership Transfer Agreement dated April 2, 2018, KOZ 22-27, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). Lastly, Registrant incorporates by reference the entirety of responses to Interrogatories Nos. 1, 7, and 19.

INTERROGATORY NO. 30: Provide any basis why you filed the Registrant's Application individually instead of on behalf of, or as a co-owner, with Dimitry Kozodaev or any other business entity owned by either you or Dimitry Kozodaev.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 30 as follows:

Registrant hereby incorporates by reference the entirety of its response to Interrogatory No. 24, 30, and 58. Moreover, Registrant is the purchaser of the assets of NT-MDT CSJC, which was, upon information and belief, the owner of the purported common law rights in the mark in the United States on which Petitioner bases this cancellation proceeding. Registrant, the owner of Techno-NT which was a licensee of the mark pursuant to KOZ64-71 (Non-

Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d)), was involved in the business of accessories and parts of microscopes since as early as 2014. She acquired the rights to the IP of NT-MDT Europe BV in April 2018 (*see* April 2, 2018 Ownership Transfer Agreement, identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ127-132) and registered the trademark in EU and Russia after determining that the mark of a predecessor entity related to NT-MDT CSJC, KOZ974-976 and KOZ60-63 (EU Trademark for NT-MDT Molecular Devices and Nano Technology), had expired. Such document, along with KOZ28-29, KOZ125-126 (Russian Trademark 188978 info listing from internet) and KOZ88-90 (Trademark Purchase Agreement dated March 24, 2019 (English-Russian)) are identified and produced pursuant to Fed. R. Civ. P. 33(d). Moreover, the following document is identified and produced pursuant to Fed. R. Civ. P. 33(d), the entirety of such document being incorporated herein by this reference: KOZ119-122, EU Reg. No. 017910749 dated 24 Oct. 2018 for the NT-MDT Design Mark, which Registrant applied for after acquiring the rights to NT-MDT Europe B.V. and in anticipation to expansion of business in the EU. In a similar fashion to what was done in the EU and Russia after acquisition of the rights to the trademark, Registrant decided that after the acquisition of the common law rights to the mark in the US (rights to use and register) pursuant to the purchase of the assets of the owner of the U.S. mark (*viz.*, NT-MDT CSJC) as memorialized in KOZ3-16 and KOZ2, the entirety of which are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d), it made natural sense for Registrant to expand into this market in the United States and file a trademark application for the mark with the U.S. Trademark Office.

INTERROGATORY NO. 31: Describe all facts and circumstances or any basis that would rebut Petitioner's assertion in paragraph 46 that it has "approximately 20 years of priority over Kozodaeva in the common law mark for the NT-MDT trademark."

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectable portion of Interrogatory No. 31 as follows:

Registrant incorporates by reference her response to Interrogatories Nos. 1, 24, 30, and 58. Moreover, Registrant acquired the rights to Registrant's Mark, which includes use of "NT-MDT" by any party including Petitioner, out of a Russian bankruptcy proceeding. As such, Registrant acquired any rights appurtenant to Petitioner's common law usage of Petitioner's Mark, and Registrant has the right to tack onto Petitioner's Mark, with Registrant able to clothe Registrant's Mark with the priority position of Petitioner's Mark. *Hana Fin. Inc. v. Hana Bank*, 135 S. Ct. 907 (2015); see also *Quiksilver, Inc. v. Kymsta Corp.*, 466 F.3d 749 (9th Cir., 2006) (discussing how "[t]acking permits a mark owner 'to claim priority in a mark based on the first use date of a similar, but technically distinct, mark— but only in the exceptionally narrow instance where the previously used mark is the legal equivalent of the mark in question or indistinguishable therefrom such that consumers consider both as the same mark'") (quoting *Brookfield Comm'ns, Inc. v. West Coast Entm't Corp.*, 174 F.3d 1036, 1047-48 (9th Cir. 1999)).

Further, Registrant incorporates into this response the entirety of its response to Interrogatory No. 24. Moreover, NT-MDT, LLC, the Petitioner, only was established in 2013, and a related entity, NT-MDT America, was founded in 2008. Before the bankruptcy sale, the owner of the common law rights in the U.S. (rights to use and register) to "NT-MDT" on which Petitioner bases this cancellation proceeding was thus NT-MDT CSJC, which entered the U.S. market in the 1990's. Common law rights arise from usage, and, as such, NT-MDT CSJC, not any other entity including Petitioner, owns the common law rights in the mark in the U.S. Upon information and belief, NT-MDT CSJC did not assign ownership of these common law rights to either NT-MDT America or NT-MDT LLC; rather, any such entity held only a license to

use the mark in the United States. As the purchaser of the assets of NT-MDT CSIC which included the common law rights to the mark in the U.S., Registrant thus has superior rights to Petitioner, and holds the rights to use and register the mark in the U.S.

INTERROGATORY NO. 32: Describe all facts and circumstances that support Registrant's allegation in paragraph 51 of its answer that you "Denied" Petitioner's allegation that, "Kozodaeva's use of the NT-MDT trademark in the U.S. is likely to cause confusion with NT-MDT's senior rights in common law use of the identical NT-MDT trademark in the U.S." despite admitting in paragraph 49 that the parties respective marks were identical to each other.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 32 as follows:

Registrant incorporates by reference the entirety of its responses to Interrogatories Nos. 1, 24, 30, 31, and 58. Further, Registrant, by virtue of acquisition of rights to NT-MDT through the purchase in the Russian bankruptcy, acquired all rights to use and register NT-MDT in the United States, and can tack Registrant's Mark onto any prior use by Petitioner of Petitioner's Mark. Therefore, Registrant has priority over Petitioner vis-à-vis their respective marks. Given this priority, a finding of likelihood of confusion is precluded as a matter of law, even if the marks are "identical." *Aktieselskabet Af 21. November 2001 v. Fame Jeans*, 525 F.3d 8, 17 (D.C. Cir. 2008) (opposer under § 2(d) must show "it *has* priority and that registration of the mark creates a likelihood of confusion" and therefore lack of priority with priority in the other party precludes a finding of likelihood of confusion on which to prevent other party from federalizing its common law trademark rights) (citing *Herbko Int'l. Inc. v. Kappa Books, Inc.*, 308 F.3d 1156, 1162 (Fed. Cir. 2002)).

INTERROGATORY NO. 33: Describe all facts and circumstances that support Registrant's

71 (Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015).

INTERROGATORY NO. 54: Describe all facts and circumstances surrounding any relationship between you individually and the entities NT-MDT Europe and NT-MDT BV including why you individually filed the Challenged Mark's application instead of either Dmitry Kozodaev, NT-MDT Europe, or NT-MDT BV.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant objects to this Interrogatory to the extent it is duplicative with Interrogatory No. 30. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 54 as follows:

Registrant incorporates by this reference the entirety of its response to Interrogatory Nos. 1, 24, 30, and 58. Registrant owns the Challenged Mark by virtue of acquisition of the assets of NT-MDT CSJC, which included the purported common law rights to use and register of the mark in the United States. Moreover, Registrant is the licensor of the Challenged Mark to NT-MDT BV. Pursuant to Fed. R. Civ. P. 33(d), Registrant identifies and produces KOZ1008-1013, which memorializes such license relationship. Registrant incorporates by this reference the entirety of this document.

INTERROGATORY NO. 57: Do you assert that any rights you have in the Challenged Mark derive originally from any assets obtained from a bankruptcy proceeding in Moscow Arbitration Court Case No. A40-119764/16-88-157 or a contract dated March 7, 2019 (Documents referenced in Bates Nos. NT-00095 – NT-00112)?

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 57 as follows:

Registrant incorporates by this reference the entirety of her responses to Interrogatories Nos. 1, 24, 30, and 58. Moreover, Registrant asserts that some of its rights in the Challenged Mark derive originally from assets obtained from a bankruptcy proceeding in Moscow Arbitration Court Case No. A40-119764/16-88-157 or a contract dated March 7, 2019 which Registrant has produced as KOZ159-172 and KOZ3-16. The entirety of these documents is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d).

Dated: March 27, 2020

Respectfully submitted,

MotoSalas Law, PLLC

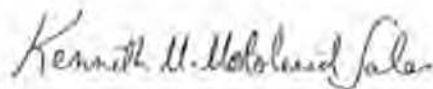


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Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on March 27, 2020, I served the foregoing on counsel for Petitioner NT-MDT LLC by forwarding said copy on such date via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com



/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

EXHIBIT 3

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019
VIA ESTTA General Filings

**REGISTRANT IRINA KOZODAEVA'S RESPONSES TO PETITIONER NT-MDT
LLC'S FIRST SET OF INTERROGATORIES**

Pursuant to TBMP § 405.04, TBMP § 410, TBMP § 412.01, 37 C.F.R. § 2.120, and Rules 26 and 33 of the Federal Rules of Civil Procedure, Registrant Irina Kozodaeva ("Registrant"), by and through its undersigned counsel, responds to Petitioner's ("Petitioner") First Set of Requests for Interrogatories ("Interrogatories") served on August 12, 2019 as follows:

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections ("General Objections") to each definition, instruction, and Request propounded in Petitioner's First Request for the Production of Documents to Registrant. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Interrogatories does not waive any of Registrant's General Objections.

1. Registrant objects to the Interrogatories to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).

2. Registrant objects to each Request and to Petitioner's "Definitions" and "Instructions" to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or

purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the T.T.A.B.'s Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner's definition of "Document" to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner's definition of "Registrant," "you," or "your" to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant's control.

5. Registrant objects to Petitioner's definition of "Communication" as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Interrogatories on the grounds of disproportionality to the extent they purport to require Registrant to provide "all" or "any" information or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Interrogatory to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity. Pursuant to Fed. R. Evid. 502(b), the inadvertent production by Registrant of information protected from disclosure by any such privilege, doctrine or immunity shall not be deemed a waiver by Registrant of any such privileges or protections. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall not operate as a waiver of the applicable privilege. Registrant will identify any information withheld on the basis of such privilege, doctrine or immunity on a privilege log.

8. Registrant objects to the Interrogatories to the extent it would require Registrant to produce documents containing confidential, proprietary, or trade secret information that is protected by rights of privacy. Registrant will produce any such documents pursuant to the T.T.A.B.'s standard protective order. TBMP § 412.01.

9. Registrant objects to the scope of the Interrogatories on the grounds that they are overbroad and seek irrelevant information because they are unlimited geographically. Registrant will provide information relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

10. Registrant objects to each Interrogatory to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only produce any such information after receiving permission from the third party and under the T.T.A.B.'s standard protective order.

11. Registrant objects to each Interrogatory to the extent it seeks information that is not relevant to the parties' claims or defenses or proportional to the needs of the case.

12. Registrant objects to each Interrogatory to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

13. Registrant objects to each Interrogatory to the extent it seeks information that is not in the possession, custody, or control of Registrant.

14. Registrant objects to each Interrogatory to the extent that it seeks information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

15. These interrogatory responses are based on discovery available as of the date hereof. Further discovery, independent investigation, or other analysis may lead to the discovery of additional information, which may lead to additions or changes to the responses

set forth herein. These interrogatory responses are given without prejudice to Registrant's right to rely on subsequently discovered information or documents.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Describe in detail the facts and circumstances how you conceived, created, selected, or adopted the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 1 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 1 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 1 as follows:

Anastasia Yakovleva purchased the Challenged Mark pursuant to a purchase made through a bankruptcy sale of the assets of NT-MDT CSJC, which was the user of the mark "NT-MDT" in the United States and, upon information and belief, never assigned ownership of the mark to Petitioner, which was only created in 2013 after the alleged first usage of the mark in the United States, or any other entity at any time after first use in the United States, including but not limited to the entities listed on KOZ1, the entirety of which is incorporated herein by this reference. Without assignment of the mark, the mark comprised part of the assets purchased by Yakovleva, who in turn sold the mark to Registrant, who in turn licensed the mark to NT-MDT B.V. The entirety of the following documents are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d): KOZ2 (Information Letter of the Bankruptcy

Trustee dated April 18, 2019), KOZ3-16 (March 7, 2019 Agreement of Purchase in Russian followed by English Translation), KOZ17-18 (Permission of Use dated June 1, 2017), KOZ22-27 (Ownership Transfer Agreement dated April 2, 2018), and KOZ147-156 (Power of Attorney of Anastasia Aleksandrovna Yakovleva to Irina Sergeevna Kozodaeva dated June 4, 2019).

It should be noted that Techno-NT, whose representative was Irina Kozodaeva (Registrant), was an official distributor of NT-MDT CSJC (a.k.a. NT-MDT Co.) in Benelux, Germany, and France pursuant to a Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015, which is identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ64-71, the entirety of such document is incorporated herein by this reference.

INTERROGATORY NO. 2: Identify all persons who participated in, or were or are responsible for conceiving, creating, selecting, or adopting the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 2 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 2 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectable portion of Interrogatory No. 2 as follows:

Dimitry Kozodaev, Olga Blenk, Anastasia Yakovleva, and Irina Kozodaeva.

INTERROGATORY NO. 3: Identify any trademark search, investigation, or any other

Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 7 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 7 as follows:

Registrant hereby incorporates by this reference the entirety of its response to Interrogatory No. 6. Further, upon information and belief, the Challenged Mark was first used in connection with the goods identified in the response to Interrogatory No. 6 before Registrant acquired the rights to use and register the mark pursuant to the purchase of the assets of NT-MDT CSJC, the user and owner of the mark in the United States which was the entity that used the mark and never assigned it. Discovery to be served on Petitioner will reveal such dates. Moreover, it is Registrant's position that such mark usage inures to the benefit of Registrant by virtue of her purchase of the Challenged Mark. Further, pursuant to Fed. R. Civ. P. 33(d), Registrant incorporates by reference the entirety of KOZ157 into this response. Registrant, after having acquired ownership of the mark, licensed the mark to NT-MDT B.V., which in turn first offered for sale goods under the mark in Jan. 2019 as indicated in KOZ157. Lastly, Registrant identifies and produces the following documents pursuant to Fed. R. Civ. P. 33(d), the entirety of which are incorporated herein by this reference: KOZ58-59, KOZ385, KOZ386, KOZ387, KOZ393-394, KOZ399-402, KOZ435-436, KOZ485-487.

INTERROGATORY NO. 8: Describe the nature of any advertisements, promotional materials, and marketing materials (for example, newspaper advertisements, magazine advertisements, internet websites, television commercials, brochures), including by identifying the specific media (for example, The New York Times, Time magazine, Google.com, CBS Network television) in which you are using, have used, or plans to use the Challenged Mark.

that it is diligently gathering information to respond to Interrogatory No. 18 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 18 as follows:

None.

INTERROGATORY NO. 19: Identify any agreements concerning the Challenged Mark by date, parties to the agreement, and the subject matter of the agreement.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 19 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 19 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 19 as follows:

Pursuant to Fed. R. Civ. 33(d), Registrant identifies (i) KOZ3-16 which is an Agreement of Purchase dated March 7, 2019; (ii) KOZ17-18 which is a Permission for Use dated June 1, 2017; (iii) KOZ22-27 which is an Ownership Transfer Agreement dated April 2, 2018; (iv) KOZ34 which is Memorandum No. 2015-2 dated 20 October 2015 to Dmitry Kozodaev from Alexander Bykov; (v) KOZ35-37 which is a Settlement Agreement Pursuant to Section 7:900 *et seq.* of the Dutch Civil Code between Nano Technology Instruments-Europe B.V. and D.A. Kozodaev dated May 31, 2017; (vi) KOZ64-71 which is a Non-

Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015; (vii) KOZ88-90 which is a Trademark Purchase Agreement dated March 24, 2019 (English-Russian); (viii) KOZ2 which is an Information Letter of the Russian Bankruptcy Trustee of NT-MDT CSJC (Rashid Dzhaubaev) dated April 18, 2019; (ix) KOZ147-156 which is a Power of Attorney (English translation) of Anastasia Aleksandrovna Yakovleva to Irina Sergeevna Kozodaeva dated 4 June 2019; (x) KOZ490-497 which is Eight-Sail Instrument & Equipment (Shanghai) Co., Ltd. exclusive distributor agreement for PRC dated July 1, 2018; (xi) KOZ498-502 which is NT-MDT BV and MTEON Ltd. Distributorship Agreement No. 1 dated Nov. 20, 2018; (xii) KOZ610-611 which is a May 22, 2019 Power of Attorney of Measuring Instruments LLC (subsidiary company of NT-MDT CSJC) represented by Yury Vasilievich Shapovalov, Bankruptcy Trustee to Dmitry Alexandrovich Kozodaev; and (xiii) KOZ1008-1013 which is a March 25, 2019 license agreement between Registrant and NT-MDT B.V. The entirety of each and every one of the preceding documents is incorporated herein by this reference.

INTERROGATORY NO. 20: Describe in detail any communications between you and any third party concerning Petitioner or Petitioner's Marks, and any actions you took as a result of those communications.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 20 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 20 and will, if necessary, amend this response when it completes its investigation to add additional responsive

INTERROGATORY NO. 24 Describe all facts that would support a contention that Registrant owns any rights in the Challenged Mark that are superior to the Petitioner or any third party.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 24 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 24 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 24 as follows:

Upon information and belief, the true owner of the purported "common law rights" that Petitioner contends belongs to Petitioner is Registrant. NT-MDT, LLC, the Petitioner, only was established in 2013, and a related entity, NT-MDT America, was founded in 2008. And, NT-MDT Spectrum Instruments was founded in 2015. All U.S. commercial activities were being carried out by NT-MDT CSJC when the mark was first used in interstate commerce. As such, the owner of the "common law rights" in the U.S., which Registrant interprets to comprise the rights to use the mark and the rights to register the mark, to "NT-MDT" is thus NT-MDT CSJC, which entered the U.S. market in the 1990's. Upon information and belief, NT-MDT CSJC did not assign ownership of these rights to either NT-MDT America or NT-MDT LLC; rather, any such entity held at most only a license to use the mark in the United States. However, Registrant does not possess enough information to determine if these entities even held a license to use the mark in the U.S. Discovery from Petitioner should yield information

to this end.

In 2017, the assets of NT-MDT CSJC, including the purported common law rights to the mark in the United States (rights to use and register), were sold and later obtained by Registrant. Specifically, Moscow Arbitration Court decision dated July 19, 2017 (Case No. A40-119764/16-88-157 "B") declared NT-MDT CSJC bankrupt, with bankruptcy proceedings initiated with respect to the company's tangible and intangible assets, including the purported common law rights to the mark in the United States. All intellectual properties of NT-MDT CSJC were purchased by Anastasia Aleksandrovna Yakovleva has indicated in the Agreement of Purchase dated March 7, 2019, KOZ3-16, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). This acquisition of the mark and the purported common law rights in such mark in the US from NT-MDT CSJC's bankruptcy estate through the bankruptcy proceeding is confirmed in the Information Letter dated April 18, 2019, KOZ2, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d).

On March 24, 2019, Yakovleva assigned ownership of the mark to Irina Kozodaeva, Registrant, pursuant to a Trademark Purchase Agreement dated March 24, 2019, KOZ88-90, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). To the extent that mark assignment was not effectuated by Yakovleva pursuant to such agreement, Anastasia Aleksandrovna Yakovleva gave Irina Sergeevna Kozodaeva, Registrant, Power of Attorney on June 4, 2019, KOZ147-156, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d), with such Power of Attorney including the power to manage and dispose of all property including that acquired on the basis of the Agreement for Sale and Purchase of Property Complex of Nanotechnology MDT Closed Joint-Stock Company dated 7 March 2019 (KOZ3-16).

Moreover, to the extent NT-MDT CSJC had assigned ownership of any or all of the purported common law rights to the mark in the United States to NT-MDT Europe BV, such

rights (viz., rights to register and use the mark in the U.S.) were assigned to Irina Kozodaeva (viz., Registrant) pursuant to an Ownership Transfer Agreement dated April 2, 2018, KOZ 22-27, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). Lastly, Registrant incorporates by reference the entirety of responses to Interrogatories Nos. 1, 7, and 19.

INTERROGATORY NO. 25: Describe all facts and circumstances that support Registrant's allegation in paragraph 12 of its answer that you "den[y] that the employment agreement attached as Exhibit A to the Petition is the employment agreement that Kozodaev entered into around January 2005."

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 25 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 25 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 25 as follows:

Exhibit A of the Petition is from June 29, 2007, more than two years after Kozodaev's employment with Nano commenced. See the date above the signatures on page 5 of Exhibit A. Moreover, on page 1 of Exhibit A, Recital (a) states, "This Employment Contract replaces the employment contract dated 23 January 2005." The original contract entered into in 2005 is entitled "Labour Contract between NT-MDT Nano Instruments – Europe BV and Kozodaev" and is dated 23 Jan. 2005 and produced as KOZ104-105. Pursuant to Fed. R. Civ. P. 33(d), the

entirety of that document is incorporated herein by this reference. Moreover, the contractual relationship between Kozodaev and Nano was modified pursuant to Memorandum 2015-2 dated Oct. 20, 2015, which is identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ34.

INTERROGATORY NO. 26: Describe all facts and circumstances surrounding how Kozodaev's employment with Nano terminated.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 26 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 26 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 26 as follows:

Nano had serious financial problems starting in late 2015-early 2016 which later were revealed were due to illegal activities of Victor Bykov. For example, the Netherlands office of NTI Europe BV, a company related to Petitioner and NT-MDT CSJC as indicated in KOZ1, the entirety of which is identified and produced pursuant to Fed. R. Civ. P. 33(d), was closed in Jan. 2016. In light of such financial problems, in October 2015, CEO Alexander Bykov, son of Victor Bykov, made changes to D. Kozodaev's employment contract. Specifically, a Memorandum 2015-2 dated 20 Oct. 2015 from Bykov to Kozodaev was issued. This document is produced in this proceeding as KOZ34 and incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d). Such memorandum negated the non-complete clause article 12 of the 29

June 2007 agreement between Kozodaev, article 13 (sidelines), and article 15 (Intellectual property rights), which applies to, *inter alia*, the Challenged Mark.

Thereafter, in light of the continued financial difficulties, NTI-Europe B.V. wrote to Kozodaev on Feb. 27, 2017 indicating that the company had lost its source of income and thus needed to let him go. The entirety of this letter, identified and produced pursuant to Fed. R. Civ. P. 33(d), is KOZ38. The financial difficulties were such that Kozodaev did not receive two months' worth of his salary, and had to demand payment of salary which was owed to him by Nano.

Upon information and belief, NT-Europe B.V. has ceased its European activity due to this financial difficulty, which apparently caused the company to not pay its taxes, leading to the Dutch tax authorities wanting Victor Bykov.

Further, as part of winding up the employment relationship, the parties (Nano Technology Instruments-Europe B.V. and D.A. Kozodaev) executed Settlement Agreement Pursuant to Section 7:900 et seq. of the Dutch Civil Code, KOZ35-37, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d).

Moreover, in the midst of the financial turmoil and a day after signing a May 31, 2017 settlement agreement with Nano Technology Instruments – Europe B.V. concerning his employment, NT-MIT Europe BV, a parent of Nano, gave Kozodaev permission to use the Challenged Mark. This is memorialized in KOZ145-146, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d).

INTERROGATORY NO. 27: Provide any date that you first became aware that any of the Petitioner's entities had sold any products in the United States under the Petitioner's Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 27 as premature. Discovery is still ongoing.

Trademark for NT-MDT Molecular Devices and Nano Technology), had expired. Such document, along with KOZ28-29, KOZ125-126 (Russian Trademark 188978 info listing from internet) and KOZ88-90 (Trademark Purchase Agreement dated March 24, 2019 (English-Russian)) are identified and produced pursuant to Fed. R. Civ. P. 33(d). Moreover, the following document is identified and produced pursuant to Fed. R. Civ. P. 33(d), the entirety of such document being incorporated herein by this reference: KOZ119-122, EU Reg. No. 017910749 dated 24 Oct. 2018 for the NT-MDT Design Mark, which Registrant applied for after acquiring the rights to NT-MDT Europe B.V. and in anticipation to expansion of business in the EU. In a similar fashion to what was done in the EU and Russia after acquisition of the rights to the trademark, Registrant decided that after the acquisition of the common law rights to the mark in the US (rights to use and register) pursuant to the purchase of the assets of the owner of the U.S. mark (*viz.*, NT-MDT CSJC) as memorialized in KOZ3-16 and KOZ2, the entirety of which are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d), it made natural sense for Registrant to expand into this market in the United States and file a trademark application for the mark with the U.S. Trademark Office.

INTERROGATORY NO. 31: Describe all facts and circumstances or any basis that would rebut Petitioner's assertion in paragraph 46 that it has "approximately 20 years of priority over Kozodaeva in the common law mark for the NT-MDT trademark."

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 31 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 31 and will, if

necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectable portion of Interrogatory No. 31 as follows:

Registrant acquired the rights to Registrant's Mark, which includes use of "NT-MDT" by any party including Petitioner, out of a Russian bankruptcy proceeding. As such, Registrant acquired any rights appurtenant to Petitioner's common law usage of Petitioner's Mark, and Registrant has the right to tack onto Petitioner's Mark, with Registrant able to clothe Registrant's Mark with the priority position of Petitioner's Mark. *Hana Fin., Inc. v. Hana Bank*, 135 S. Ct. 907 (2015); see also *Quiksilver, Inc. v. Kymsta Corp.*, 466 F.3d 749 (9th Cir., 2006) (discussing how "[t]acking permits a mark owner 'to claim priority in a mark based on the first use date of a similar, but technically distinct, mark— but only in the exceptionally narrow instance where the previously used mark is the legal equivalent of the mark in question or indistinguishable therefrom such that consumers consider both as the same mark'") (quoting *Brookfield Commc'ns, Inc. v. West Coast Entm't Corp.*, 174 F.3d 1036, 1047-48 (9th Cir. 1999)).

Further, Registrant incorporates into this response the entirety of its response to Interrogatory No. 24. Moreover, NT-MDT, LLC, the Petitioner, only was established in 2013, and a related entity, NT-MDT America, was founded in 2008. Before the bankruptcy sale, the owner of the common law rights in the U.S. (rights to use and register) to "NT-MDT" on which Petitioner bases this cancellation proceeding was thus NT-MDT CSJC, which entered the U.S. market in the 1990's. Common law rights arise from usage, and, as such, NT-MDT CSJC, not any other entity including Petitioner, owns the common law rights in the mark in the U.S. Upon information and belief, NT-MDT CSJC did not assign ownership of these common law rights to either NT-MDT America or NT-MDT LLC; rather, any such entity held only a license to use the mark in the United States. As the purchaser of the assets of NT-MDT CSJC which

included the common law rights to the mark in the U.S., Registrant thus has superior rights to Petitioner, and holds the rights to use and register the mark in the U.S.

INTERROGATORY NO. 32: Describe all facts and circumstances that support Registrant's allegation in paragraph 51 of its answer that you "Denied" Petitioner's allegation that, "Kozodaeva's use of the NT-MDT trademark in the U.S. is likely to cause confusion with NT-MDT's senior rights in common law use of the identical NT-MDT trademark in the U.S." despite admitting in paragraph 49 that the parties respective marks were identical to each other.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 32 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 32 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 32 as follows:

Registrant incorporates by reference the entirety of its responses to Interrogatories Nos. 24 and 31. Further, Registrant, by virtue of acquisition of rights to NT-MDT through the purchase in the Russian bankruptcy, acquired all rights to use and register NT-MDT in the United States, and can tack Registrant's Mark onto any prior use by Petitioner of Petitioner's Mark. Therefore, Registrant has priority over Petitioner vis-à-vis their respective marks. Given this priority, a finding of likelihood of confusion is precluded as a matter of law, even if the marks are "identical." *Aktieselskab af 21. November 2001 v. Fame Jeans*, 525 F.3d 8, 17 (D.C. Cir. 2008) (opposer under § 2(d) must show "it *has* priority and that registration of the

animals; Scientific apparatus and instruments for measuring relative DNA, RNA and protein and parts and fittings therefor; Transistors.

INTERROGATORY NO. 56: Considering that you have admitted in paragraph 49 of your answer that Petitioner's Mark and the Challenged Mark are identical, provide all reasons why the products that are identified in the attached list of products that the Petitioner sells as identified in Petitioner's application shown in Bates Nos. NT-00116 to NT-00117 would not be confusingly similar if both parties sold their products in interstate commerce in the United States.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 56 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 56 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 56 as follows:

Registrant incorporates by this reference the entirety of its response to Interrogatory No. 24, 31, 32, 49 and 55. Moreover, Petitioner does not currently use the Challenged Mark in interstate commerce in connection with any of the following: Nautical and photographic apparatus and instruments, namely, underwater housings for cameras, underwater enclosures for cameras and underwater enclosures for photographic lenses.

INTERROGATORY NO. 57: Do you assert that any rights you have in the Challenged Mark

derive originally from any assets obtained from a bankruptcy proceeding in Moscow Arbitration Court Case No. A40-119764/16-88-157 or a contract dated March 7, 2019 (Documents referenced in Bates Nos. NT-00095 – NT-00112)?

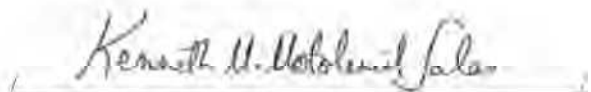
Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 57 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 57 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 57 as follows:

Registrant asserts that some of its rights in the Challenged Mark derive originally from assets obtained from a bankruptcy proceeding in Moscow Arbitration Court Case No. A40-119764/16-88-157 or a contract dated March 7, 2019 which Registrant has produced as KOZ159-172 and KOZ3-16. The entirety of these documents are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d). Further, Registrant incorporates by this reference the entirety of its response to Interrogatory No. 24.

Dated: September 17, 2019

Respectfully submitted,

MotoSalas Law, PLLC




/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas
16210 North 63rd Street
Scottsdale, AZ 85254

Telephone: (202) 257-3720
Email: Ken@motosalaw.com
Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2019, I filed the foregoing via ESTTA with the Trademark Office Trademark Trial and Appeal Board and that a true and complete copy of the foregoing has been served on counsel for Petitioner NT-MDT LLC by forwarding said copy on September 17, 2019 via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com


/_____/

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

EXHIBIT 4

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019

**REGISTRANT IRINA KOZODAEVA’S RESPONSES TO PETITIONER NT-MDT
LLC’S SECOND SET OF INTERROGATORIES**

Pursuant to TBMP § 405.04, TBMP § 410, TBMP § 412.01, 37 C.F.R. § 2.120, and Rules 26 and 33 of the Federal Rules of Civil Procedure, Registrant Irina Kozodaeva (“Registrant”), by and through its undersigned counsel, responds to Petitioner’s (“Petitioner”) Second Set of Requests for Interrogatories (“Interrogatories”) as follows:

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections (“General Objections”) to each definition, instruction, and Request propounded in Petitioner’s First Request for the Production of Documents to Registrant. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Interrogatories does not waive any of Registrant’s General Objections.

1. Registrant objects to the Interrogatories to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).

2. Registrant objects to each Request and to Petitioner’s “Definitions” and “Instructions” to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess

of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the TTAB's Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner's definition of "Document" to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner's definition of "Registrant," "you," or "your" to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant's control.

5. Registrant objects to Petitioner's definition of "Communication" as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Interrogatories on the grounds of disproportionality to the extent they purport to require Registrant to provide "all" or "any" information or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Interrogatory to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity. Pursuant to Fed. R. Evid. 502(b), the inadvertent production by Registrant of information protected from disclosure by any such privilege, doctrine or immunity shall not be deemed a waiver by Registrant of any such privileges or protections. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall not operate as a waiver of the applicable privilege. Registrant will identify any information withheld on the basis of such privilege, doctrine or immunity on a privilege log.

8. Registrant objects to the Interrogatories to the extent it would require Registrant

to produce documents containing confidential, proprietary, or trade secret information that is protected by rights of privacy. Registrant will produce any such documents pursuant to the TTAB's standard protective order. TBMP § 412.01.

9. Registrant objects to the scope of the Interrogatories on the grounds that they are overbroad and seek irrelevant information because they are unlimited geographically. Registrant will provide information relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

10. Registrant objects to each Interrogatory to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only produce any such information after receiving permission from the third party and under the TTAB's standard protective order.

11. Registrant objects to each Interrogatory to the extent it seeks information that is not relevant to the parties' claims or defenses or proportional to the needs of the case.

12. Registrant objects to each Interrogatory to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

13. Registrant objects to each Interrogatory to the extent it seeks information that is not in the possession, custody, or control of Registrant.

14. Registrant objects to each Interrogatory to the extent that it seeks information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

15. These interrogatory responses are based on discovery available as of the date hereof. Further discovery, independent investigation, or other analysis may lead to the discovery of additional information, which may lead to additions or changes to the responses set forth herein. These interrogatory responses are given without prejudice to Registrant's right

to rely on subsequently discovered information or documents.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 58: Explain how according to your response to Interrogatory 30 how Techno-NT allegedly obtained ownership of the property in Exhibit A, which lists the “NT-MDT Trademark,” when you have also alleged that the property was part of CJSC NT-MDT’s bankruptcy proceeding, and was subsequently transferred to you on March 24, 2019.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 58 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response.

Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 58 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Furthermore, Registrant objects to Interrogatory No. 58 on the grounds that it is vague, “Exhibit A” is not defined. No Exhibit A was attached with the Second Set of Interrogatories which contained Interrogatory No. 58, nor was an Exhibit A attached to the response to Interrogatory No. 30 served earlier in this action. This response is based on the assumption that Exhibit A is comprised of the Ownership Transfer Agreement dated April 2, 2018 and attached hereto as **Exhibit A**. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 58 as follows:

In 2018, Registrant was under the impression that NT-MDT Europe B.V. held some rights to the trademarks of NT-MDT CJSC, which was declared bankrupt by the decision of the Moscow Arbitration Court dated July 19, 2017 (Case No. A40-119764/16-88-157), the year before. That is, Registrant believed that some trademarks of NT-MDT CJSC had been

assigned or licensed to NT-MDT Europe B.V. before the bankruptcy and, as such, NT-MDT Europe B.V. held some trademark rights. This belief was confirmed by a Permission of Use dated June 1, 2017, before the bankruptcy declaration, from NT-MDT Europe B.V. to Dmitry Kozodaev, Registrant's spouse, wherein Mr. Kozodaev received the right to use all of the intellectual property of NT-MDT Europe B.V. for running his own business. A true and correct copy of this Permission of Use is attached hereto as **Exhibit B**. In it, NT-MDT Europe B.V. conveys to Mr. Kozodaev the right to "use of the name NT-MDT and the trademark NT-MDT for registration of a new company and company website." However, not being an insider of either entity (NT-MDT CJSC or NT-MDT Europe B.V.), Registrant did not know definitively what rights were held by NT-MDT CJSC and which were held by NT-MDT Europe B.V., but instead relied upon information available to her at the time (i.e., in 2018) based upon a reasonable belief developed after examination of all evidence available to her, including the Permission of Use from 2017 and information from the internet, such as what is attached as **Exhibit C**.

Furthermore, Registrant had examined the United States Trademark Office records for any registration by NT-MDT CJSC or any other entity of the NT-MDT Trademark, only finding one registered to NanoTech Holding B.V. Believing that in order to register or use the NT-MDT Trademark in the United States mandated the acquisition of any rights to the mark held by NanoTech Holding B.V. (see **Exhibit J**), Registrant acquired any rights to the NT-MDT Trademark held by NanoTech Holding B.V. in 2016, such agreement memorialized in **Exhibit K**.

Moreover, Registrant did have knowledge that Alexander Bykov was the CEO of NT-MDT CJSC for quite some time and NT-MDT Europe B.V. It was in mid-2018 that Mr. Bykov approached me about assigning ownership of NT-MDT Europe B.V.'s rights to the NT-MDT Trademark. Registrant accepted the opportunity to accept such ownership.

Registrant reviewed an agreement drafted by him, which is the Ownership Transfer Agreement attached as Exhibit A. Registrant discovered that in such agreement, NT-MDT Europe B.V. represented that it owned the NT-MDT Trademark and, as expressed by NT-MDT Europe B.V., "unlimited rights to use this Trademark in the United States of America (using since 1999), European Union (using since 1996), India (using since 1999), China (using since 2000), Japan (1999), Australia (2001), Korea (1999), Taiwan (1998)." Mr. Bykov and Registrant both signed the agreement on the same date (June 2, 2018) and Registrant was physically present with Mr. Bykov in Apeldoorn, The Netherlands when he signed the agreement. As a result of signing the agreement, it was my firm belief that Registrant held the legitimate rights to use the NT-MDT Trademark in the United States.

However, Registrant later discovered that, as part of the assets comprising the bankruptcy estate of NT-MDT CJSC, the NT-MDT Trademark, including the rights to use the NT-MDT Trademark in the United States, was identified. Specifically, Registrant discovered from discussions with Ms. Anastasia Aleksandrovna Yakovleva, who is the sister of Registrant's spouse, Mr. Dmitry Kozodaev, that the Russian bankruptcy trustee, Mr. Rashid Dzhaubaev, had identified the NT-MDT Trademark as being part of the bankruptcy estate of NT-MDT CJSC. Discovering that there was a possibility that the rights to the NT-MDT Trademark, including those in the United States, were not conveyed to me by virtue of the Ownership Transfer Agreement from NT-MDT Europe B.V. in 2018, Registrant requested that Ms. Yakovleva make every effort to acquire as many of NT-MDT CJSC's assets as she could. Thankfully, Ms. Yakovleva was successful in acquiring many assets, including the NT-MDT Trademark and the rights to use the trademark in the United States. Registrant was provided with a notarized, translated copy of Agreement of Purchase the Properties of Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC)" by Ms. Yakovleva, a true and correct copy of which is attached hereto as **Exhibit D**. In it, the

Buyer, Ms. Yakovleva, acquired, on March 7, 2019, "the right to exclusively use the designs, patents, trademarks of the Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC) for the implementation of entrepreneurial activities, including the development of equipment and control software and use and register the trademark NT-MDT outside the Russian Federation - in the United States of America (use since 1999), European Union (use since 1996), in China (use since 2000) and India (use since 1999)". See **Exhibit D** at Section 1.5, on page KOZ9. Registrant thereafter acquired these rights from Ms. Yakovleva for Registrant's sole proprietorship Techno-NT pursuant to a Trademark Purchase Agreement dated March 24, 2019 and attached hereto as **Exhibit E**. Specifically, in this Trademark Purchase Agreement, Registrant acquired "exclusive rights to the Assignee [i.e., Registrant] to use and register the trademark outside the Russian Federation - in the United States of America (first use since 1999), European Union (first use since 1996), in China (first use since 2000) and India (first use since 1999)." See Exhibit E Section 1.3 on KOZ88 (page 1 of the agreement). By virtue of both being the assignee on both the (i) Ownership Transfer Agreement, whereby any rights to the NT-MDT Trademark, including rights to use and register the same in the United States, held by NT-MDT Europe B.V. and (ii) the Trademark Purchase Agreement, whereby any rights to the NT-MDT Trademark, including rights to use and register the same in the United States, held by NT-MDT CJSC, Registrant believed, in good faith, that she held the right to register and use the NT-MDT Trademark in enumerated geographies, one of which was and is the United States. It was based upon such belief that Registrant later licensed the right to use the NT-MDT Trademark to NT-MDT B.V. (acting through Dmitry Kozodaev) on March 25, 2019, as is evidenced by the License Agreement No. 1 attached hereto as **Exhibit F**, which was produced in this action as KOZ1008-1013.

INTERROGATORY NO. 59: Provide any evidence or explanation regarding the statement that you made in response to Interrogatory 42 that, "Upon information and belief, Petitioner

and all individuals and entities related thereto misled Registrant and, through their collective statements, actions, and inaction, indicated and represented to Registrant that the rights to use and register the mark in the United States were part of the intellectual property assets of NT-MDT CJSC that Registrant acquired,” and specifically, what particular statements, actions, and inaction any person did to Kozodaeva to support this allegation, and when the statements, actions, or inactions occurred.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to Interrogatory No. 58 as premature. Discovery is still ongoing, and Registrant is still continuing its efforts to locate and gather relevant responsive information in order to comply with its discovery obligations and provide a response to the interrogatory. Registrant reserves the right to supplement or augment, correct, or remove any subsequently-determined inaccurate information provided herewith in the response. Registrant further avers that it is diligently gathering information to respond to Interrogatory No. 59 and will, if necessary, amend this response when it completes its investigation to add additional responsive information. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 59 as follows:

Registrant incorporates by reference the entirety of her response to Interrogatory No. 58. Moreover, Registrant believed, based on (i) the public face of NT-MDT CJSC through its many websites, including but not limited to ntmdt.com, ntmdt.ru, and ntmdt.us wherein “NT MDT Co.” and “NT-MDT” were identified on pages making prominent use of the NT-MDT Trademark, (ii) the 2015 distributor agreement (Exhibit G) between Techno-NT, the Registrant’s sole proprietorship, and NT-MDT CJSC, and (iii) various license agreements wherein NT-MDT CJSC conveyed rights to use its trademarks, including those attached hereto as Exhibit H (a non-exclusive License to Scientific and Technical Company which is referenced in the audit report of NT-MDT CJSC’s 2014 and 2015 activities on pages 8 and 21

therein, such audit report attached hereto as Exhibit I), that NT-MDT CJSC had ownership of the NT-MDT Trademark. It was with this knowledge that, in good faith, Registrant believed she was acquiring the right to use the NT-MDT Trademark, including in the United States, from NT-MDT CJSC by virtue of acquisition of that asset from the purchase from Ms. Yakovleva, memorialized in Exhibit E, who had acquired such asset from the NT-MDT CJSC bankruptcy estate, memorialized in Exhibit D, pursuant to a sale of the assets of the company consummated by a Russian court. Furthermore, Registrant had examined the United States Trademark Office records for any registration by NT-MDT CJSC or any other entity of the NT-MDT Trademark, only finding one registered to NanoTech Holding B.V. Believing that in order to register the NT-MDT Trademark in the United States mandated the acquisition of any rights to the mark held by NanoTech Holding B.V. (see Exhibit J), Registrant acquired any rights to the NT-MDT Trademark held by NanoTech Holding B.V. in 2016, such agreement memorialized in Exhibit K. By virtue of all of the above transactions, Registrant, in good faith, believed that she held the right to use the NT-MDT Trademark in the United States and register the same. With this belief, Registrant then licensed the NT-MDT Trademark to NT-MDT B.V. (Exhibit F).

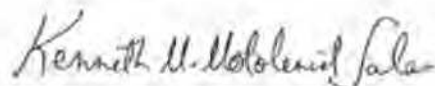
Now, NT-MDT LLC, through its officers and directors including Victor (Viktor) Bykov, Andrei Bykov, Vladimir Kotov, Denis Stoiakine, and Oleg Butyaev, claim that NT-MDT CJSC did not hold any rights to the NT-MDT Trademark, despite NT-MDT CJSC's licensing of such trademark to third parties and NT-MDT CJSC's public widespread usage of the NT-MDT Trademark since 1999 until it was declared bankrupt in 2017. At all times relevant hereto, NT-MDT CJSC was listed, before Registrant obtained the NT-MDT Trademark, as the owner of record of the NT-MDT Trademark in official Russia Federation trademark records (see Exhibit L; see also Exhibit I at page 21 [listing NT-MDT CJSC's Russian trademarks, one of which includes the NT-MDT Trademark]), with no assignment of

ownership of the trademark recorded with Russian Federation trademark officials. NT-MDT CJSC made full use of the trademark, and never indicated that any usage was not its usage but rather the usage of other related entities. This is confirmed by findings from the 2014-2015 economic activity audit, which stated, on page 21 (Exhibit I), that "organizations using this trademark emphasized the fact that they carried out their activities as representatives of NT-MDT Group of Companies without mentioning any specific names of legal entities," which lead the public, including Registrant, to believe that NT-MDT CJSC owned the NT-MDT Trademark. As such, NT-MDT CJSC was publicly using the trademark and representing to the world that it owned the NT-MDT Trademark, yet now its successor, NT-MDT LLC, claims that during that entire time, it was in fact another entity which owned the trademark. Such duplicitous actions (*viz.* public usage and purported ownership by NT-MDT CJSC while, allegedly and disputedly, in reality ownership was held by another entity), misled Registrant. If such allegations of non-NT-MDT CJSC ownership are true, then Registrant, who has in good faith all along believed she lawfully acquired rights to the NT-MDT Trademark, has been duped.

Dated: March 13, 2020

Respectfully submitted,

MotoSalas Law, PLLC



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Kenneth M. Motolenich-Salas
16210 North 63rd Street
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Telephone: (202) 257-3720
Email: Ken@motosalaslaw.com
Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2020, the foregoing was served on counsel for Petitioner NT-MDT LLC by forwarding said copy on such date via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com


/_____/

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

EXHIBIT A

Apeldoorn, 2nd April 2018

OWNERSHIP TRANSFER AGREEMENT

This Ownership Transfer Agreement ("Agreement") is made on April 2nd, 2018 ("Effective Date") between NT-MDT Europe BV, registered in Chamber of Commerce in the Netherlands on December 29th, 2006, registration number (KvK number) 17200652, registered at the address Kalverstraat 242, 7311SN, Apeldoorn, the Netherlands represented by the Director and Owner Mr. Alexander Bykov, ("Assignee"), and Techno-NT, registered in Chamber of Commerce in the Netherlands on April 11th, 2014, registration number (KvK number) 60728477, registered at the address Hoveniersdreef 315, 7328KJ, Apeldoorn, the Netherlands represented by Director and Owner Mrs. Irina Kozodaeva ("Assignor"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions.

1.1 "Assigned Property" means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 "Intellectual Property" means all technology and intellectual property, regardless of form, including without limitation: collective works, computer programs, compilations, databases, derivative works; inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("Inventions"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("Trademarks"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("Confidential Information").

1.3 "Intellectual Property Rights" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and

rights granted under the Copyright Act ("Copyrights"); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("Patent Rights"); under the Lanham Act ("Trademark Rights"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("Trade Secret Rights"); and rights in, arising out of, or associated with domain names ("Domain Name Rights").

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor **7500 Euro** (seven thousand five hundred Euro) via direct wire transfer or towards of NT-MDT Europe BV company by bank payments equal of 7500 Euro (seven thousand five hundred Euro).

4. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

5. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and there are

no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

6. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

7. Further Assurances.

7.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents

as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. Miscellaneous.

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the Netherlands without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal courts located in the Netherlands.

8.3 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.4 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.5 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

[Assignor]



By: Alexander Bykov
Title: Director and Owner of NT-MDT Europe BV

[Assignee]



By: Irina Kozodaeva
Title: Director and Owner of Techno-NT

Apeldoorn 2nd April 2018

EXHIBIT A

PROPERTY DESCRIPTION

1. Development&Design documentation, Drawings and 3D models of parts and assemblies of the Scanning Probe Microscopes NTEGRA AFM/SPM Family (NTEGRA Aura, NTEGRA Prima, NTEGRA SNOM, NTEGRA Spectra) – 3478 folders.
2. Electrical Circuit diagrams, Electrical schemes, Printed Circuit Boards (PCB) files, Specifications of the Electrical components of parts and assemblies of the Scanning Probe Microscopes NTEGRA AFM/SPM Family (NTEGRA Aura, NTEGRA Prima, NTEGRA SNOM, NTEGRA Spectra) - 1 106 folders.
3. AFM/SPM Operational system Software Source code – NOVA SPM, Programming Language - DELPHI; Number of files - 23251; Full size - 1146867712 bytes.
4. Customer's and NT-MDT User database - 12871 customers;
5. Documentation for Service and Support including the AFM/SPM Operational Manuals – 5096 folders;
6. Marketing materials including Brochures, Posters, Application Notes, Company and Device presentations, flash models of AFM/SPM principles, Measurement Images, system demonstration reports etc – 1612 folders.
7. FULL documentation for development of the working devices obtained within European projects:



- FRAMEWORK7 (FP7) **THINSI** (Development of AFM for advanced electrical technics and combination of AFM/RAMAN/SNOM/Elipsometer, drop new measurement tool on the market), project period 1 January 2010 -31 December 2012,
<https://cordis.europa.eu/project/rcn/106256/factsheet/en>
- FRAMEWORK 7 (FP7) **FOCUS** (Development of new tools combination of AFM/RAMAN/TERS for single molecular detection), project period 1 January 2011 - 31 March 2014, <https://cordis.europa.eu/project/rcn/97574/factsheet/en>

5. Customers and Users databases including Trade&Sales schemes and Trade Secrets etc.

6. NT-MDT Trademark  **NT-MDT** including unlimited rights to use this Trademark in United States of America (using since 1999), European Union (using since 1996), India (using since 1999), China (using since 2000), Japan (1999), Australia (2001), Korea (1999), Taiwan (1998).

[Assignor]

[Assignee]



By: **Alexander Bykov**
Title: **Director and Owner of NT-MDT Europe BV**



By: **Irina Kozodaeva**
Title: **Director and Owner of Techno-NT**

EXHIBIT B

Apeldoorn, 1st June 2017

Ref. N: 201706/1

From: Mr. Alexander Bykov
CEO NT-MDT Europe BV

To: Mr. Dmitry Kozodaev
Hoveniersdreef 315, 7328 KJ
Apeldoorn, the Netherlands

PERMISSION FOR USE

I, Alexander Bykov, CEO and Owner of NT-MDT Europe BV, registered in Chamber of Commerce in the Netherlands at 29th December 2006, registration number (KvK number) 17200652, registered on the address Kalverstraat 242, 7311 SN, Apeldoorn, the Netherlands.

Main Purpose of NT-MDT Europe BV is Development, Production and Sales of the Atomic Probe Microscopes/Scanning Probes Microscopes (AFM/SPM) for Material Science, Optics&Photonics, Chemistry and Biotechnology applications and various combinations such as the AFM/Confocal/RAMAN/Scanning Near Field Optical Microscopy (SNOM)/Tip Enhanced Raman Scattering (TERS).

I AUTHORIZE to Mr. Dmitry Kozodaev the use of all the intellectual property of NT-MDT Europe BV for running of his own business.

Namely:

1. Development&Design documentation, Circuit diagrams and files of printed circuit boards (PCB), Operational system Software Source code, Instrument prototypes, Test reports, Measurement results, Publications etc.
2. All results and FULL documentation for development of the working devices obtained within European projects:
 - FRAMEWORK7 (FP7) **THINSI** (Development of AFM for advanced electrical technics and combination of AFM/RAMAN/SNOM/Elipsometer, drop new measurement tool on the market), project period 1 January 2010 -31 December 2012, <https://cordis.europa.eu/project/rcn/106256/factsheet/en>
 - FRAMEWORK 7 (FP7) **FOCUS** (Development of new tools combination of AFM/RAMAN/TERS for single molecular detection), project period 1 January 2011 - 31 March 2014, <https://cordis.europa.eu/project/rcn/97574/factsheet/en>

3. All other documentation for the equipment Production and Service including operating Manuals.
4. Application notes, publications, measurement images, system demonstration reports, company and device presentations, flash models of SPM principles, video and audio files, brochures and other marketing materials, names of the equipment (NTEGRA Serie),
5. Customers and Users databases, trade&sales schemes and other commercial materials.

I ALLOW to Mr. Kozodaev the use of the name NT-MDT and the trademark NT-MDT for registration of a new company and company website.

Period of use of this permission is unlimited.

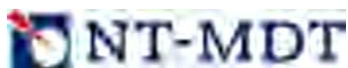
Alexander Bykov



CEO and Owner of NT-MDT Europe BV

EXHIBIT C

http://www.ntmdt.com/page/nt-mdt-head-office JUL AUG SEP
45 captures 1 Feb 2009 - 15 Aug 2016 2015 2016 2017 About this capture



RUS

ENG

[AFM Probes online shop](#)[Scan-Gallery](#)[Contacts](#)[Ask on-line](#)

TITANIUM

AFM - Raman - SNOM

Modular AFM

Automated AFM

Practical AFM

NT-MDT Head Office

Central office:

NT-MDT Co. St. Proezd 4922, 4/3 124460 Zelenograd, Moscow Russia

Phone:

+7 (499) 110-2050

Fax:

+7 (499) 110-2070

E-mail:spm@ntmdt.ru**Postal address:**

NT-MDT Co. Post Box 158 Building 317-A Zelenograd, Moscow 124482, Russia

[Resources](#) | [Customer support](#) | [About company](#) | [Events calendar](#) | [News](#) | [Contacts](#) | [AFM Upgrade options](#) | [Site map](#)

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EXHIBIT D



ДОГОВОР

купи-продажи имущественного комплекса закрытого акционерного общества «Нанотехнология МДТ» (ЗАО «НТ-МДТ»)

г. Москва

«07» марта 2019 года.

Закрытое акционерное общество «Нанотехнология МДТ» (ОГРН 1027700153337, ИНН 7735071498, юридический адрес: 124482, г. Москва, г. Зеленоград, д. 100) в лице **конкурсного управляющего Джаубаева Рашида Магомедовича**, действующего на основании Решения Арбитражного суда города Москвы от 19.07.2017 года по делу №А40-119764/16-88-157"Б", именуемое в дальнейшем «Продавец», с одной стороны, и **Индивидуальный предприниматель Яковлева Анастасия Александровна**, именуемая в дальнейшем «Покупатель», с другой стороны, на основании протокола №СТП-3321/1 о результатах открытых торгов в форме публичного предложения по продаже имущества ЗАО «Нанотехнология МДТ», состоявшихся 06.03.2019 г., заключили настоящий Договор о нижеследующем:

I. Предмет договора

1.1. В соответствии с настоящим Договором и протоколом проведения открытых торгов в форме публичного предложения по продаже имущества закрытого акционерного общества «Нанотехнология МДТ» №СТП-3321/1 от 06.03.2019 г. (далее по тексту – протокол №СТП-3321/1 от 06.03.2019 г.). Продавец обязуется передать в собственность Покупателя имущество, указанное в п.1.3. настоящего Договора, а Покупатель принять в собственность это Имущество.

1.2. Имущество, указанное в п.1.3. настоящего Договора, являющееся предметом купли – продажи по настоящему Договору (далее по тексту – «Имущество»), продается Покупателю, признанному победителем открытых торгов в форме публичного предложения по продаже лота №1 в соответствии с протоколом о результатах торгов №СТП-3321/1 от 06.03.2019 г.

1.3. Имущество, являющееся предметом купли – продажи по настоящему Договору, реализуется лотом №1 и представляет собой: **имущественный комплекс закрытого акционерного общества «Нанотехнология МДТ», предназначенный для осуществления предпринимательской деятельности единым лотом №1 в составе: нематериальные активы, основные средства, финансовые вложения должника. Полный состав имущества содержится в Приложении №1 к настоящему Договору.**

1.4. Права Покупателя на объекты недвижимого Имущества подлежат самостоятельному оформлению и Государственной регистрации в порядке, установленном действующим законодательством РФ.

1.5. Приобретение "Покупателем" имущественного комплекса закрытого акционерного общества «Нанотехнология МДТ» (ЗАО «НТ-МДТ») дает ему право эксклюзивно использовать разработки, патенты, торговые знаки закрытого акционерного общества «Нанотехнология МДТ» (ЗАО «НТ-МДТ») для осуществления предпринимательской деятельности, в том числе для разработки оборудования и управляющего программного обеспечения,

а также использовать и регистрировать торговую марку НТ-МДТ за пределами Российской Федерации, в том числе в Соединенных Штатах Америки (использование с 1999 года), Европейском Союзе (использование с 1996 года), в Китае (использование с 2000 года) и Индии (использование с 1999 года).

II. Стоимость Имущества и порядок его оплаты

2.1. Стоимость Имущества, составляющего предмет настоящего Договора, установлена по результатам открытых торгов в форме публичного предложения, состоявшихся 06.03.2019 г., что подтверждено протоколами о результатах подведения итогов по открытым торгам в форме публичного предложения и составляет 1 430 219,95 (Один миллион четыреста тридцать тысяч двести девятнадцать) рублей 95 копеек.

2.2. Задаток в размере 286 044,00 (Двести восемьдесят шесть тысяч сорок четыре) рубля 00 копеек, оплаченный Покупателем, засчитывается в счет оплаты Имущества.

2.3. За вычетом суммы задатка Покупатель обязан уплатить Продавцу 1 144 175,95 (Один миллион сто сорок четыре тысячи сто семьдесят пять) рублей 95 копеек.

Общая сумма Договора составляет 1 430 219,95 (Один миллион четыреста тридцать тысяч двести девятнадцать) рублей 95 копеек.

Оплата Имущества осуществляется в течение 30 (Тридцати) дней с даты подписания настоящего Договора.

Все расходы по регистрации и оформлению перехода права собственности по настоящему Договору производятся за счёт дополнительных средств покупателя.

2.4. Надлежащим выполнением обязательств Покупателя по оплате Имущества является оплата денежных средств в порядке, размере и сроки, указанные в п. 2.3 настоящего Договора.

III. Переход прав на Имущество

3.1. Имущество передается Продавцом Покупателю по акту приема-передачи в течение 3 (Трёх) дней с момента выполнения обязательств Покупателем перед Продавцом по оплате Имущества. С момента подписания акта Покупателем ответственность за сохранность Имущества, равно как и риск случайной порчи или гибели Имущества несет Покупатель.

3.2. Обязательство Продавца передать Имущество считается исполненным после подписания Сторонами акта приема-передачи.

3.3. Право собственности на Имущество возникает у Покупателя с момента государственной регистрации перехода права собственности в Федеральной регистрационной службе.

3.4. В случае неоплаты Имущества в полном объеме по истечении 10 (Десяти) дней после срока, указанного в п. 2.3. настоящего Договора, Продавец освобождается от обязательств перед Покупателем, и Договор считается расторгнутым в связи с существенным нарушением обязательств Сторон. В этом случае задаток Покупателю не возвращается.

3.5. Одновременно с передачей права собственности на недвижимое Имущество покупателю передаются все документы на Имущество.

IV. Ответственность сторон

4.1. За невыполнение или ненадлежащее выполнение обязательств по настоящему договору виновная сторона несет имущественную ответственность в соответствии с законодательством Российской Федерации и настоящим Договором.

4.2. Стороны договорились, что неоплата денежных средств в сумме и в сроки, указанные в п. 2.3 настоящего Договора, считается отказом Покупателя от исполнения обязательств по оплате Имущества. В этом случае Продавец вправе отказаться от исполнения своих обязательств по настоящему Договору. В случае такого отказа настоящий Договор прекращает свое действие. При этом Покупатель теряет право на получение Имущества и утрачивает внесенный задаток. В данном случае оформление сторонами дополнительного соглашения о прекращении действия настоящего Договора не требуется.

4.3. Обязанность по ремонту, восстановлению Имущества, в случае выявления Покупателем такой необходимости, является обязанностью Покупателя и осуществляется за его счет.

V. Прочие условия

5.1. Настоящий Договор вступает в силу с момента его подписания и прекращает свое действие при: надлежащем исполнении сторонами своих обязательств; расторжении в предусмотренных законодательством и настоящим Договором случаях; возникновении иных оснований, предусмотренных законодательством Российской Федерации.

5.2. Любые изменения и дополнения к настоящему Договору действительны только в том случае, если они совершены в письменной форме и подписаны сторонами или надлежаще уполномоченными на то представителями сторон.

5.3. Все уведомления и сообщения в отношениях между сторонами должны направляться в письменной форме.

5.4. Во всем остальном, что не предусмотрено настоящим Договором, стороны руководствуются законодательством.

5.5. Все споры и разногласия, возникающие между сторонами по вопросам, не нашедшим своего разрешения в тексте данного Договора, будут разрешаться путем переговоров на основе законодательства. При не урегулировании в процессе переговоров спорных вопросов, споры разрешаются в суде в порядке, установленном законодательством.

VI. Заключительные положения

6.1. Настоящий Договор составлен в двух (двух) экземплярах, имеющих одинаковую юридическую силу, по 1 (одному) экземпляру для каждой из сторон.

VII. Место нахождения Сторон

Закрытое акционерное общество «Нанотехнология МДТ»

Юридический и почтовый адрес: 124482,
г. Москва, город Зеленоград, дом 100.
Адрес для корреспонденции: 369001,
Карачаево-Черкесская Республика,
г. Черкесск, ул. Маяковского, д. 7.
Телефон: 8(918)7196721,
эл. почта: galidj@mail.ru.
р/с № 40702810560310000081 Ставропольское
отделение № 5230. ПАО Сбербанк
г. Ставрополь, БИК 040702615
к/с №30101810907020000615
ОГРН 1027700153337
ИНН 7735071498
КПП 773501001



Р.М. Джаубасев /Джаубасев Р.М./

Индивидуальный предприниматель Яковлева Анастасия Александровна

Юридический и фактический адрес:
197374, Санкт-Петербург,
ул. Савушкина, д. 133, корп. 1, кв. 207
Тел. +7 (911) 840-3111
E-mail: kiril.yakovlev@gmail.com
р/с №40802810332320000571
в филиале "САНКТ-ПЕТЕРБУРГСКИЙ"
АО "АЛЬФА-БАНК"
БИК 044030786, к/с
№30101810600000000786
ИНН 781422948525
ОГРНИП 315784700075868

/Яковлева А.А./

Приложение №1
к договору купли-продажи имущественного комплекса
закрытого акционерного общества «Нанотехнология МДТ»
от «07» марта 2019 года.

Полный список имущества
закрытого акционерного общества «Нанотехнология МДТ»

Нематериальные активы:

№ п/п	Нематериальные активы, наименование, назначение и краткая характеристика	Номер регистрации	Дата постановки на учет	Стоимость по данным бухгалтерского учета, руб.
1	Патент № 2 169401	99109202/28	22.04.1999	10896,37
2	Патент № 2 180726	2001113928/28	25.05.2001	3300,00
3	Патент № 2 199171	2001109730/28	12.04.2001	2150,00
4	Патент № 2 206882	2001113927/12	25.05.2001	2000,00
5	Патент № 2 208763	2001129351/28	01.11.2001	2000,00
6	Патент № 2 208845	2001129350/28	01.11.2001	2000,00
7	Патент № 2 210730	2001129352/28	01.11.2001	2000,00
8	Патент № 2 210818	2001109729/28	12.04.2001	2000,00
9	Патент № 2 218562	2001129353/28	01.11.2001	2600,00
10	Патент № 2 221287	2002106445/28	14.03.2002	3000,00
11	Патент № 2 227333	2002121275/28	13.08.2002	3200,00
12	Патент № 2 227363	2002126069/28	02.10.2002	5220,00
13	Патент № 2 231093	2002109572/28	15.04.2002	3000,00
14	Патент № 2 233490	2003116597/28	05.06.2003	5100,00
15	Патент № 2 242054	2002103017/28	07.02.2002	5100,00
16	Патент № 2 244178	2003105547/11	28.02.2003	5200,00
17	Патент № 2 244254	2003105548/28	28.02.2003	4100,00
18	Патент № 2 244332	2002121274/28	13.08.2002	4200,00
19	Патент № 2 244256	2003116596/28	05.06.2003	5200,00
20	Патент № 2 244948	2003116598/28	05.06.2003	5200,00
21	Патент № 2 248628	2003130328/28	15.10.2003	5200,00
22	Патент № 2 248600	2003128676/28	26.09.2003	4200,00
23	Патент № 2 249264	2003129299/28	03.10.2003	5100,00
24	Патент № 2 249263	2003128678/28	26.09.2003	4200,00
25	Патент № 2 251071	2003116595/28	05.06.2003	4200,00
26	Патент № 2 254622	2003128677/28	26.09.2003	5100,00
27	Патент № 2 254640	2004106511/28	05.03.2004	4200,00
28	Патент № 2 255321	2003131621/12	29.10.2003	4200,00
29	Патент № 2 258901	200412698/28	09.09.2004	5200,00
30	Патент № 2 259607	2003137761/28	30.12.2003	5200,00
31	Патент № 2 267787	2003121587/13	16.07.2003	4713,67
32	Патент № 2 271583	2004126979/28	09.09.2004	5000,00
33	Патент № 2 276794	2004133657/28	18.11.2004	6450,00
34	Патент № 2 279151	2004132928/28	12.11.2004	8550,00
35	Патент № 2 282257	2005126664/28	24.08.2005	46050,00
36	Патент № 2 282258	2004126980/28	09.09.2004	7625,00
37	Патент № 2 282902	2004133656/28	18.11.2004	6900,00
38	Патент № 2 287129	2004128898/28	01.10.2004	4982,65
39	Патент № 2 289862	2004137688/28	23.12.2004	61447,10
40	Патент № 2 297078	2005134279/28	08.11.2005	2700,00
41	Патент № 2 297053	2005127083/28	29.08.2005	2700,00
42	Патент № 2 300150	2005134281/28	08.11.2005	2700,00
43	Патент № 2 306524	2006123105/28	29.06.2006	2700,00
44	Патент № 2 306621	2006129122/28	11.08.2006	2850,00

45	Патент № 2 308782	2006115494/28	06.05.2006	2700,00
46	Патент № 2 329465	2006145408/28	21.12.2006	2700,00
47	Патент № 2 339036	2005133587/25	01.11.2005	1500,00
48	Патент № 2 340963	2004126114/28	30.08.2004	2700,00
49	Патент № 2 347300	2006114992/28	04.05.2006	2400,00
50	Патент № 2 358340	2004126115/28	30.08.2004	5400,00
51	Патент № 2 377620	2005141333/28	29.12.2005	6000,00
52	Патент № 2 380785	2006141271/28	22.11.2006	6600,00
53	Патент № 2 390070	2007141491/28	12.11.2007	5400,00
54	Патент № 2 399041	2007129117/28	31.07.2007	6000,00
55	Патент № 2 401983	2008103457/28	04.03.2008	5400,00
56	Патент № 2 402782	2006145409/28	21.12.2006	6900,00
57	Патент № 2 428655	2009136929/28	07.10.2009	6300,00
58	Патент № 2 428700	2007145732/28	11.12.2007	6000,00
59	Патент № 2 407021	2008147807/28	04.12.2008	5880,00
60	Патент № 2 452065	2010138075/07	15.09.2010	5700,00
61	Патент № 2 459251	2010138074/08	15.09.2010	6000,00
62	Патент № 2 461098	2008139374/28	06.10.2008	5400,00
63	Патент № 2 472165	2008142258/28	27.10.2008	5500,00
64	Патент № 2 472106	2008150648/28	23.12.2008	5500,00
65	Патент № 2 481590	2010134186/28	17.08.2010	5050,00
66	Патент № 2 488126	2009128001/28	22.07.2009	9200,00
67	Патент № 2 494406	2009145989/28	14.12.2009	5475,00
68	Патент № 2 494037	2012117015/07	27.04.2012	5050,00
69	Патент № 2 465712	2008142257/07	27.10.2008	7825,00
70	Патент № 2 522776	2010128740/28	01.10.2010	5275,00
71	Патент № 2 528746	2010128741/28	13.07.2010	5575,00
72	Патент № 2 533325	2011109446/28	15.03.2011	4900,00
73	Патент № 2 533075	2012117018/02	27.04.2012	2850,00
74	Патент № 2 538412	2013143062/28	24.09.2013	4925,00
75	Патент № 2 591871	2014142892/28	24.10.2014	нет данных
76	Патент № 2 560567	2010120268/10	21.05.2010	нет данных
77	Патент № 2 592048	2013143064/28	24.09.2013	нет данных
78	Патент № 2 297072	2005134280/28	08.11.2003	нет данных
79	Патент № 2 069056	9494013432	18.04.1994	нет данных
80	Патент № 2 537488	2012135945	22.08.2012	нет данных
81	Патент № 2 522724	2012113780	10.04.2012	нет данных
82	Патент № 2 522721	2012135946	22.08.2013	нет данных
83	Патент № 2 497134	2011149318	05.12.2011	нет данных
84	Патент № 2 494407	2011151464	19.12.2001	нет данных
85	Патент № 2 5481519	2010134186	17.08.2010	нет данных
86	Патент № 2 244342	2002121274	13.08.2002	нет данных
87	Патент № 2 220429	2000112731	22.05.2000	нет данных
88	Патент № 2 210731	2001109728	12.04.2001	нет данных
89	Патент № 2 297072	2005134280/28	08.11.2005	нет данных
90	Патент № 2 069056	9494013432	18.04.1994	нет данных
91	Патент № 2 072735	9595108587	25.05.1995	нет данных
92	Патент № 2 121130	97101994/28	11.02.1997	нет данных
93	Патент № 2 121131	97102018/18	11.02.1997	нет данных
94	Патент № 2 121656	97107631/28	08.05.1997	нет данных
95	Патент № 2 121657	97107635/28	08.05.1997	нет данных
96	Патент № 2 124251	96123099/28	06.02.1996	нет данных
97	Патент № 2 125234	97107634/25	08.05.1997	нет данных
98	Патент № 2 152063	97100591/28	16.01.1997	нет данных
99	Патент № 2 152103	96122421/28	22.11.1996	нет данных
100	Патент № 2 158454	99108910/28	22.04.1999	нет данных
101	Патент № 2 159454	99108911/28	22.04.1999	нет данных

102	Патент № 2 161343	96122357/28	22.11.1996	нет данных
103	Патент № 2 169440	99109201/28	22.04.1999	нет данных
104	Патент № 2 193769	2000131289/28	14.12.2000	нет данных
105	Патент № 2 220429	2000112731/28	22.05.2000	нет данных
106	Патент № 2 297054	2005126662/28	24.08.2005	нет данных
107	Свидетельство на товарный знак (знак обслуживания) № 345226	2006736075	12.12.2006	320322,00
108	Свидетельство на товарный знак № 367140 NanoFab	2007720416	05.06.2007	42362,57
109	Свидетельство на товарный знак № 367139 Нано Фаб	2007720415	05.06.2007	42362,57
110	Свидетельство на товарный знак № 367141 Нано Эдюкат	2007720417	05.06.2007	42362,57
111	Свидетельство на товарный знак № 367138 NanoEducator	2007720414	05.06.2007	42362,57
112	Свидетельство на товарный знак № 389735 КОДОН РИДЕР	2008725196	07.08.2008	51197,50
113	Свидетельство на товарный знак № 188978	99717236	21.10.1999	нет данных
Итого:				986 709,57

Основные средства:

№ п/п	Наименование	Количество	Инв. №	Год выпуска (постройки, приобретения)	Сумма по балансу, руб.
1	Инвертированный оптический микроскоп Zeiss observer. DI SN 3833000283	1	737	2009	2024000,00
2	Инвертированный микроскоп Olympus IX71SIF-2 3c12099	1	738	2009	2200000,00
3	Монтажный стол со столешницей	1	398		100 024,99
4	Проектор с экраном Panasonic PTLC 65E	1	558	2004	53 831,00
5	Холодильник Атлант 2706-80	1	564	2008	10 835,18
Итого:					4 388 691,17

Финансовые вложения должника:

№ п/п	Вид финансового вложения	Первоначальная стоимость (руб.)
1	2	3
1	Доля в уставном капитале ООО «Малое инновационное предприятие «Графен» 20%	20000,00
Итого:		20 000,00

Закрывое акционерное общество
«Нанотехнология МДТ»

Индивидуальный предприниматель
Яковлева Анастасия Александровна



/Джаубаев Р.М./

/Яковлева А.А./

Agreement of Purchase

the Properties of Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC)

Moscow

March 7, 2019

Closed Joint Stock Company "Nanotechnology-MDT" (OGRN 1027700153337, INN 7735071498, with a registered address: 100 Zelenograd, Moscow, 124482) duly represented by their **bankruptcy trustee Rashid Magometovich Dzhaubaev** acting under the Award of the Moscow Arbitration Court of July 19, 2017, with regard to the Case A40-119764 / 16-88-157 "B", hereinafter referred to as the Seller, on the one part, and an **entrepreneur Anastasia Aleksandrovna Yakovleva**, hereinafter referred to as the Buyer, on the other part, pursuant to the Protocol STP-3321/1 on the results of open bidding in the form of a public offer for the sale of assets of the Nanotechnology MDT CJSC which was held on March 6, 2019, have agreed as follows:

1. Objective

- 1.1. In accordance with this Agreement and with Protocol STP-3321/1 on the results of open bidding in the form of a public offer for the sale of assets of the Nanotechnology MDT CJSC which was held on March 6, 2019 (hereinafter referred to as the Protocol STP-3321/1 of March 6, 2019), the Seller shall transfer into the ownership of the Buyer the assets as in par. 1.3. herein, and the Buyer shall assume ownership over the said assets.
- 1.2. The assets as in par. 1.3. herein which are the subject of purchase and sale under this Agreement (hereinafter referred to as the Assets) shall be sold to the Buyer that won the open bidding in the form of a public offer for the sale of the Lot 1, in accordance with the Bidding Protocol STP-3321/1 of March 6, 2019.
- 1.3. The assets subject to sale hereunder shall be sold as Lot 1 and they shall include: **a property of the Closed Joint Stock Company "Nanotechnology-MDT" that is intended for business as a single Lot 1 consisting of as follows: intangible assets, fixed assets, financial investments of the debtor. All property assets are listed in Annex 1 hereto.**
- 1.4. The Buyer shall register ownership rights to real estate on its own, in accordance with the current legislation of the Russian Federation.
- 1.5. Acquisition by the Buyer of a property of the Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC) gives him the right to exclusively use the designs, patents, trademarks of the Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC) for the implementation of entrepreneurial activities, including the development of equipment and control software and use and register the trademark NT-MDT outside the Russian Federation - in the United States of America (use since 1999), European Union (use since 1996), in China (use since 2000) and India (use since 1999).

2. Assets Value. Method of Payment

- 2.1. The value of assets constituting the subject matter hereof shall be determined after the open bidding held in the form of a public offer on March 6, 2009, which is confirmed

with the protocols of open bidding held in the form of a public offer, and it is: **RUB 1,430,219.95 (One million four hundred thirty thousand two hundred and nineteen Russian rubles 95 kopecks).**

2.2. A deposited amount of **RUB 286,044.00 (Two hundred eighty six thousand forty four Russian rubles)** that was paid by the Buyer shall be applied toward the payment for the Assets.

2.3. Less the deposit, the Buyer shall pay to the Seller an amount of **RUB 1,144,175.95 (One million one hundred forty four thousand one hundred and seventy five Russian rubles 95 kopecks).** The total contract value: **RUB 1,430,219.95 (One million four hundred thirty thousand two hundred and nineteen Russian rubles 95 kopecks).** The assets shall be paid for no later than thirty (30) days of this Agreement. In addition, the Buyer shall pay any registration costs associated with the transfer of ownership hereunder.

2.4. The payment made in the manner, amount and time as in par. 2.3. herein shall mean a proper fulfillment of Buyer's obligations to pay for the assets.

3. Transfer of Ownership

3.1. The Seller shall transfer the assets to the Buyer under the Transfer form within 3 (three) days from the date when the Buyer fulfilled its obligations to the Seller to pay for the Assets. The Buyer shall be responsible for the assets safety as well as he/she shall take the risk of assets' accidental damage or destruction starting the date when the Buyer signed the Transfer form.

3.2. The Seller's obligation to transfer the assets shall be deemed fulfilled after the parties have signed the Transfer form.

3.3. The Buyer shall acquire the title to the property on the day of ownership registration with the Federal Registration Service.

3.4. Where the Buyer fails to pay for the assets in full after ten (10) days of the period specified in par. 2.3. herein the Seller shall be released from any obligations to the Buyer, and the Agreement shall be deemed terminated due to a material breach of the Parties' obligations. In this case, the deposit shall not be returned to the Buyer.

3.5. Any documents for the assets shall be delivered to the Buyer concurrently with the conveyance of real estate.

4. Liabilities

4.1. In case of non-fulfillment or improper fulfillment of obligations hereunder, the breaching party shall be liable in accordance with the legislation of the Russian Federation, and under this Agreement.

4.2. The parties agree that the non-payment of funds in the amount and within the time as in par. 2.3. herein, shall be deemed the Buyer's refusal to perform obligations to pay for the assets. In this case, the Seller may refuse to perform its obligations under this Agreement. In the event of such refusal, this Agreement shall terminate. In this case, the Buyer shall fall from a right to receive the assets or get the deposit back. In this case, the Parties would not need to draw up an additional agreement on the termination hereof.

4.3. The Buyer shall at its own expense repair or recover the property should the Buyer detect such actions are needed.

5. Miscellaneous

5.1. This Agreement shall enter into force on the date of its signing and it shall terminate upon: proper performance by the parties of their obligations; termination in any event as

provided for by the legislation or according herewith; occurrence of other grounds as provided for by the legislation of the Russian Federation.

5.2. Any amendments hereto shall be valid only if made in writing and signed by the parties or by their duly authorized representatives.

5.3. Any notification or communication between the parties shall be made in writing.

5.4. All other matters not covered herein shall be regulated according to the applicable law.

5.5. Any disputes or disagreements that may arise between the parties and that cannot not resolved using this Agreement shall be resolved in an amicable and legal way. Where the dispute cannot be resolved through negotiations, such disputes shall be brought to court in the statutory manner.

6. Final provisions

6.1. This Agreement is made in two (2) counterparts of equal legal force, one for each party.

7. Address & Details

Closed Joint Stock Company “Nanotechnology-MDT”

Legal & postal address: 100 Zelenograd,
Moscow, 124482.

Correspondence address: 7 Mayakovsky
Street, Cherkessk, 369001, the Karachay-
Cherkess Republic.

Tel.: +7 (918) 719 6721

E-mail: rahdj@mail.ru

A/c 40702810560310000081 in Stavropol
branch office 5230 of Sberbank PJSC,
Stavropol

BIK 040702615

C/a 30101810907020000615

OGRN 1027700153337

INN 7735071498

KPP0773501001

Entrepreneur Anastasia Alexandrovna Yakovleva

Legal & postal address: 133 Savushkin
Street, Bld. 1, Apt. 207, St. Petersburg,
197374.

Tel.: +7 (911) 840 3111

E-mail: kiril.yakovlev@gmail.com

A/c 40702810332320000571 at ST.

PETERSBURG office of Alfa-Bank JSC,
BIK 044030786

C/a 30101810600000000786

INN 781422948525

OGRNIP 315784700075868

signature /R. M. Dzhaubaev/

signature /A. A. Yakovleva/

Seal: / Closed Joint Stock Company “Nanotechnology-MDT”. OGRN 1027700153337, INN 7735071498. Bankruptcy trustee./

Annex 1
To Agreement of Purchase the Properties
of Closed Joint Stock Company "Nanotechnology-MDT"
of March 7, 2019

Full list of assets of the Closed Joint Stock Company "Nanotechnology-MDT"

Intangible assets:

Item	Intangible assets, name, purpose, brief description	Registration number	Registration date	Cost according to accounting data, RUB
1	Patent No. 2 169401	99109202/28	April 22, 1999	10,896.37
2	Patent No. 2 180726	2001113928/28	May 25, 2001	3,300.00
3	Patent No. 2 199171	2001109730/28	April 12, 2001	2,150.00
4	Patent No. 2 206882	2001113927/12	May 25, 2001	2,000.00
5	Patent No. 2 208763	2001129351/28	November 1, 2001	2,000.00
6	Patent No. 2 208845	2001129350/28	November 1, 2001	2,000.00
7	Patent No. 2 210730	2001129352/28	November 1, 2001	2,000.00
8	Patent No. 2 210818	2001109729/28	April 12, 2001	2,000.00
9	Patent No. 2 218562	2001129353/28	November 1, 2001	2,600.00
10	Patent No. 2 221287	2002106445/28	March 14, 2002	3,000.00
11	Patent No. 2 227333	2002121275/28	August 13, 2002	3,200.00
12	Patent No. 2 227363	2002126069/28	October 2, 2002	5,220.00
13	Patent No. 2 231093	2002109572/28	April 15, 2002	3,000.00
14	Patent No. 2 233490	2003116597/28	June 5, 2003	5,100.00
15	Patent No. 2 242054	2002103017/28	February 7, 2002	5,100.00
16	Patent No. 2 244178	2003105547/11	February 28, 2003	5,200.00
17	Patent No. 2 244254	2003105548/28	February 28, 2003	4,100.00
18	Patent No. 2 244332	2002121274/28	August 13, 2002	4,200.00
19	Patent No. 2 244256	2003116596/28	June 5, 2003	5,200.00
20	Patent No. 2 244948	2003116598/28	June 5, 2003	5,200.00
21	Patent No. 2 248628	2003130328/28	October 15, 2003	5,200.00
22	Patent No. 2 248600	2003128676/28	September 26, 2003	4,200.00
23	Patent No. 2 249264	2003129299/28	October 3, 2003	5,100.00
24	Patent No. 2 249263	2003128678/28	September 26, 2003	4,200.00
25	Patent No. 2 251071	2003116595/28	June 5, 2003	4,200.00
26	Patent No. 2 254622	2003128677/28	September 26, 2003	5,100.00
27	Patent No. 2 254640	2004106511/28	March 5, 2004	4,200.00
28	Patent No. 2 255321	2003131621/12	October 29, 2003	4,200.00
29	Patent No. 2 258901	200412698/28	September 9, 2004	5,200.00
30	Patent No. 2 259607	2003137761/28	December 30, 2003	5,200.00
31	Patent No. 2 267787	2003121587/13	July 16, 2003	4,713.67
32	Patent No. 2 271583	2004126979/28	September 9, 2004	5,000.00
33	Patent No. 2 276794	2004133657/28	November 18, 2004	6,450.00
34	Patent No. 2 279151	2004132928/28	November 12, 2004	8,550.00
35	Patent No. 2 282257	2005126664/28	August 24, 2005	46,050.00
36	Patent No. 2 282258	2004126980/28	September 9, 2004	7,625.00
37	Patent No. 2 282902	2004133656/28	November 18, 2004	6,900.00
38	Patent No. 2 287129	2004128898/28	October 1, 2004	4,982.65

39.	Patent No. 2 289862	2004137688/28	December 23, 2004	61,447.10
40.	Patent No. 2 297078	2005134279/28	November 8, 2005	2,700.00
41.	Patent No. 2 297053	2005127083/28	August 29, 2005	2,700.00
42.	Patent No. 2 300150	2005134281/28	November 8, 2005	2,700.00
43.	Patent No. 2 306524	2006123105/18	June 29, 2006	2,700.00
44.	Patent No. 2 306621	2006129122/28	August 11, 2006	2,850.00
45.	Patent No. 2 308782	2006115494 /28	May 6, 2006	2,700.00
46.	Patent No. 2 329465	2006145408/28	December 21, 2006	2,700.00
47.	Patent No. 2 339036	2005133587/25	November 1, 2005	1,500.00
48.	Patent No. 2 340963	2004126 114/28	August 30, 2004	2,700.00
49.	Patent No. 2 347300	2006114992/28	May 4, 2006	2,400.00
50.	Patent No. 2 358340	2004126115/28	August 30, 2004	5,400.00
51.	Patent No. 2 377620	2005141333/28	December 29, 2005	6,000.00
52.	Patent No. 2 380785	2006141271/28	November 22, 2006	6,600.00
53.	Patent No. 2 390070	2007141491 / 28	November 12, 2007	5,400.00
54.	Patent No. 2 399041	200712911 7/28	July 31, 2007	6,000.00
55.	Patent No. 2 401983	200810 3 457/28	March 4, 2008	5,400.00
56.	Patent No. 2 402782	2006145409/ 28	December 21, 2006	6,900.00
57.	Patent No. 2 428655	2009136929/ 28	October 7, 2009	6,300.00
58.	Patent No. 2 428700	2007145732/28	December 11, 2007	6,000.00
59.	Patent No. 2 407021	2008147807/28	December 4, 2008	5,880.00
60.	Patent No. 2 452065	2010138075/07	September 15, 2010	5,700.00
61.	Patent No. 2 459251	2010138074/08	September 15, 2010	6,000.00
62.	Patent No. 2 461098	2008139374/28	October 6, 2008	5,400.00
63.	Patent No. 2 472165	2008142258/28	October 27, 2008	5,500.00
64.	Patent No. 2 472106	2008150648 /28	December 23, 2008	5,500.00
65.	Patent No. 2 481590	2010134186/28	August 17, 2010	5,050.00
66.	Patent No. 2 488126	2009128001/28	July 22, 2009	9,200.00
67.	Patent No. 2 494406	2009145989 /28	December 14, 2009	5,475.00
68.	Patent No. 2 494037	2012117015/07	April 27, 2012	5,050.00
69.	Patent No. 2 465712	2008142257/07	October 27, 2008	7,825.00
70.	Patent No. 2 522776	2010128740/28	October 1, 2010	5,275.00
71.	Patent No. 2 528746	2010128741/28	July 13, 2010	5,575.00
72.	Patent No. 2 533325	2011109446/28	March 15, 2011	4,900.00
73.	Patent No. 2 533075	2012117018/02	April 27, 2012	2,850.00
74.	Patent No. 2 538412	2013143062/28	September 24, 2013	4,925.00
75.	Patent No. 2 591871	2014142892/28	October 24, 2014	n/a
76.	Patent No. 2 560567	2010120268/10	May 21, 2010	n/a
77.	Patent No. 2 592048	2013143064/28	September 24, 2013	n/a

78	Patent No. 2 297072	2005134280/28	November 8, 2003	n/a
79	Patent No. 2 069056	9494013432	April 18, 1994	n/a
80	Patent No. 2 537488	2012135945	August 22, 2012	n/a
81	Patent No. 2 522724	2012113780	April 10, 2012	n/a
82	Patent No. 2 522721	2012135946	August 22, 2013	n/a
83	Patent No. 2 497134	2011149318	December 5, 2011	n/a
84	Patent No. 2 494407	2011151464	December 19, 2001	n/a
85	Patent No. 2 5481519	2010134186	August 17, 2010	n/a
86	Patent No. 2 244342	2002121274	August 13, 2002	n/a
87	Patent No. 2 220429	2000112731	May 22, 2000	n/a
88	Patent No. 2 210731	2001109728	April 12, 2001	n/a
89	Patent No. 2 297072	2005134280/28	November 8, 2005	n/a
90	Patent No. 2 069056	9494013432	April 18, 1994	n/a
91	Patent No. 2 072735	9595108587	May 25, 1995	n/a
92	Patent No. 2 121130	97101994/28	February 11, 1997	n/a
93	Patent No. 2 121131	97102018/18	February 11, 1997	n/a
94	Patent No. 2 121656	97107631/28	May 8, 1997	n/a
95	Patent No. 2 121657	97107635/28	May 8, 1997	n/a
96	Patent No. 2 124251	96123099/28	February 6, 1996	n/a
97	Patent No. 2 125234	97107634/25	May 8, 1997	n/a
98	Patent No. 2 152063	97100591/28	January 16, 1997	n/a
99	Patent No. 2 152103	96122421/28	November 22, 1996	n/a
100	Patent No. 2 158454	99108910/28	April 22, 1999	n/a
101	Patent No. 2 159454	99108911/28	April 22, 1999	n/a
102	Patent No. 2 161343	96122357/28	November 22, 1996	n/a
103	Patent No. 2 169440	99109201/28	April 22, 1999	n/a
104	Patent No. 2 193769	2000131289/28	December 14, 2000	n/a
105	Patent No. 2 220429	200011273 /28	May 22, 2000	n/a
106	Patent No. 2 297054	2005126662/28	August 24, 2005	n/a
107	Trademark Certificate (service mark) 345226	2006736075	December 12, 2006	320,322.00
108	Trademark Certificate 367140 NanoFab	2007720416	June 5, 2007	42,362.57
109	Trademark Certificate 367139 NanoFab	2007720415	June 5, 2007	42,362.57
110	Trademark Certificate 367141 NanoEducator	2007720417	June 5, 2007	42,362.57
111	Trademark Certificate 367138 NanoEducator	2007720414	June 5, 2007	42,362.57
112	Trademark Certificate 389735 CODON READER	2008725196	August 7, 2008	51,197.50
113	Trademark Certificate 188978	99717236	October 21, 1999	n/a
Total:				986,709.57

Fixed assets:

Item	Description	Qty	Inv.	Year of manufacture (construction, purchase)	Balance sheet total, RUB
1	Inverted optical microscope Zeiss observer DI SN 3833000283	1	737	2009	2,024,000.00
2	Inverted microscope Olympus IX71SIF-2 3x12099	1	738	2009	2,200,000.00
3	Assembly table with table top	1	398		100,024.99
4	Parasonik PTLC 65E, a projector + screen	1	558	2004	53,831.00
5	Refrigerator Atlant 2706-80	1	564	2008	10,835.18
Total:					4,388,691.17

Financial investments of the debtor:

Item	Financial investment	Initial value, RUB
1	2	3
1	20% equity share in Maloye Innovatsionnoye Predpriyatiye Grafen (Small Innovative Enterprise Grafen), Ltd	20,000.00
Total:		20,000.00

Closed Joint Stock Company
 "Nanotechnology-MDT"
 Personal signature: /R. M. Dzhaubaev/

Entrepreneur
 Anastasiya Alexandrovna Yakovleva
 Personal signature: /A. A. Yakovleva/

Seal: / Closed Joint Stock Company "Nanotechnology-MDT". OGRN 1027700153337, INN 7735071498. Bankruptcy trustee./

Translator
 Переводчик

Garbuz Tatiana

Комплектова Елена

Российская Федерация.

Город Москва. Двадцать шестое июня две тысячи девятнадцатого года.

Я, Комплектова Елена Анатольевна, временно исполняющая обязанности нотариуса города Москвы, Мировой Инны Михайловны, свидетельствую подлинность подписи переводчика Гарбуз Татьяны Александровны.

Подпись сделана в моем присутствии. Личность подписавшего документ установлена.

Зарегистрировано в реестре: № 77/678-н/77-2019-6-1380
 Взыскано государственной пошлины (по тарифу): 100 руб.
 Уплачено за оказание услуг правового и технического характера: 200 руб.

Russian Federation.

Moscow. The twenty-sixth day of June year two thousand and nineteen.

I, Komplektova Elena Anatolievna, acting on behalf of Mironova Inna Mikhailovna, Notary Public of Moscow, hereby certify that the above is a true signature of the translator, Garbuz Tatiana Alexandrovna.

The signature has been affixed in my presence. The signatory's identity has been established.

Registered in the Register under No. 77/678-н/77-2019-6-1380
 Fee charged: 100 Rubles.
 Legal and Technical Service: 200 Rubles.

Seal signature E.A. Komplektova

Official seal:
 Mironova I.M., Notary Public,
 Notarial district: Moscow



Всего пронумеровано,
прошнуровано и скреплено
печатью 13/13 листов
Вотко Е.А. Комплектова

Stamp:

Numbered, bound together
and sealed **13 (thirteen)** sheets.
Acting Notary /signature/ E.A. Komplektova

Official seal:

Mironova I.M., Notary Public,
Notarial district: Moscow

EXHIBIT E

ДОГОВОР купли-продажи товарного знака	Trademark Purchase AGREEMENT
г. Москва 24 марта 2019 года	Moscow March 24, 2019
<p>ИП Яковлева Анастасия Александровна (ИНН 781422948525, ОГРНИП 315784700075868, паспорт гражданина РФ 4000 № 490980 выдан 34 отделом милиции Приморского района Санкт-Петербурга 18.04.2001), именуемый в дальнейшем Правообладатель с одной стороны, и Techno-NT, Компания одного человека (EMZ), Регистрационный номер 607284776 (kvk number – 60728477), именуемое в дальнейшем Правопреемник, в лице Козодаевой Ирины Сергеевны, с другой стороны, вместе именуемые Стороны, а индивидуально – Сторона, заключили настоящий Договор о нижеследующем:</p>	<p>Anastasia Aleksandrovna Yakovleva, Self-Employed Proprietor (INN 781422948525, OGRN 315784700075868, RF passport 4000 No. 34 490980 issued by the Police Department of the Primorskiy district of Saint Petersburg on April 18, 2001), hereinafter referred to as the Assignor as the First Party, and Techno- NT, One Man Company (EMZ), Registration number 60728477 (kvk number – 60728477), hereinafter referred to as the Assignee, represented by Irina Sergeevna Kozodaeva, as the Second Party, collectively referred to as the Parties and each respectively to be referred to as the Party, have agreed as follows:</p>
1. ПРЕДМЕТ ДОГОВОРА	1. SCOPE
<p>1.1. Правообладатель, обладающий исключительным правом на Товарный знак № 188978 (Далее по тексту – Товарный знак) уступает, а Правопреемник принимает исключительное право на Товарный знак в отношении всех товаров и услуг, указанных в свидетельствах.</p>	<p>1.1. The Assignor having the exclusive right to the Trademark 188978 (hereinafter referred to as the Trademark) shall assign and the Assignee shall assume the exclusive right to the Trademark with respect to any and all goods and services as in the certificates.</p>
<p>1.2. Исключительное право на Товарный знак, передаваемое Правообладателем, представляет собой исключительное право пользования Товарным знаком и распоряжения им.</p>	<p>1.2. The exclusive right for the Trademark that is assigned by the Assignor is the exclusive right to use and dispose of the Trademark.</p>
<p>1.3. Исключительное право на Товарный знак, передаваемое Правообладателем, представляет собой исключительное право на использование и регистрацию торговой марки за пределами Российской Федерации - в Соединенных Штатах Америки (первое использование в 1999 году), в Европейском союзе (первое использование в 1996 году), в Китае (первое использование в 2000 году) и Индии (первое использование в 1999 году).</p>	<p>1.3 The exclusive right for the Trademark that is assigned by the Assignor gives exclusive rights to the Assignee to use and register the trademark outside the Russian Federation – in the United States of America (first use since 1999), European Union (first use since 1996), in China (first use since 2000) and India (first use since 1999).</p>
2. ПРАВА И ОБЯЗАННОСТИ СТОРОН	2. RIGHTS AND LIABILITIES
<p>2.1. Правообладатель обязан передать Правопреемнику исключительное право на Товарный знак в объеме, указанном в настоящем договоре, и в соответствии с действующим законодательством РФ.</p>	<p>2.1 The Assignor shall transfer the exclusive right for the Trademark to the Assignee to the extent as specified herein, and in accordance with the current legislation of the Russian Federation.</p>
<p>2.2. Правопреемник обязан уплатить Правообладателю вознаграждение за уступку</p>	<p>2.2 The Assignee shall pay to the Copyright Holder a fee for the assignment of Trademarks in</p>

Товарных знаков в размере и сроки, указанные в разделе 3 настоящего договора.	the amount and times as specified in Section 3 herein.
3. РАСЧЕТЫ ПО ДОГОВОРУ	3. PAYMENT UNDER THE AGREEMENT
3.1. За уступку Товарного знака № 188978 Правопреемник оплачивает Правообладателю вознаграждение в размере 2000 (две тысячи) евро.	3.1. The Assignee shall pay for the assignment of the Trademark No. 188978 to the Assignor remuneration in the amount of EUR 2,000 (two thousand).
3.2. Сумма, указанная в п. 3.1 настоящего договора, оплачивается Правопреемником в течение 200 (двухсот) банковских дней с момента заключения договора.	3.2 The amount specified in par. 3.1 herein shall be paid by the Assignee no later than 200 (two hundred) banking days from the date of the agreement.
4. ОТВЕТСТВЕННОСТЬ СТОРОН	4. LIABILITIES OF THE PARTIES
4.1. Сторона, не исполнившая или ненадлежащим образом исполнившая обязательства по настоящему договору, обязана возместить другой стороне причиненные таким неисполнением убытки.	4.1. The defaulting or breaching Party shall compensate the other Party for any losses caused by such a failure to perform its liabilities hereunder.
5. КОНФИДЕНЦИАЛЬНОСТЬ	5. CONFIDENTIALITY
5.1. Условия настоящего договора конфиденциальны и не подлежат разглашению.	5.1 The terms of the Agreement are confidential and not subject to disclosure.
6. РАЗРЕШЕНИЕ СПОРОВ	6. DISPUTE SETTLEMENT
6.1. В случае возникновения споров между Правообладателем и Правопреемником по вопросам, предусмотренным настоящим договором, или в связи с ним, Стороны примут все меры к их разрешению путем переговоров.	6.1. In case of any disputes between the Assignor and the Assignee on any matters provided for herein, or in connection with it, the Parties shall take all measures to resolve them on an amicable basis.
6.2. При невозможности разрешения споров и разногласий путем переговоров они разрешаются в установленном законодательством порядке.	6.2. Where the dispute or disagreements cannot be resolved through negotiations, they should be resolved as prescribed by law.
7. ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ	7. FINAL PROVISIONS
7.1. Все изменения и дополнения вносятся в настоящий Договор по соглашению сторон в письменном виде.	7.1. Any changes or additions hereto shall be made in writing upon mutual agreement of the parties.
7.2. Все переговоры, предшествующие подписанию настоящего Договора, теряют силу с момента его подписания.	7.2. This Agreement shall supersede any previous negotiations on signing.
7.3. На дату подписания настоящего Договора Правообладатель предоставил Правопреемнику полную и исчерпывающую информацию, касающуюся предмета настоящего Договора.	7.3. As of the date of this Agreement, the Assignor has provided the Assignee with full and comprehensive information regarding the subject matter hereof.
7.4. Настоящий договор вступает в силу с момента заключения и действует на территории Соединенных Штатов Америки, Европейского Союза, Китая и Индии.	7.4 This Agreement shall enter into force upon its conclusion and shall be valid in the territory of the United States of America, European Union, China and India.
7.5 С момента заключения настоящего договора к Правопреемнику переходит исключительное право на Товарный знак, а также право первого использования в Соединенных Штатах Америки (первое использование в 1999 году), Европейского Союза (первое использование в 1996 году), в Китае (первое использование с 2000	7.5. The exclusive right for the Trademark shall pass to the Assignee on the conclusion hereof as well as the right of first use in the United States of America (first use since 1999), European Union (first use since 1996), in China (first use since 2000) and India (first use since 1999).


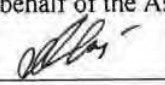
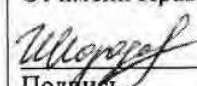
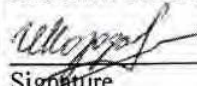
году) и Индии (первое использование с 1999 году)	
7.6. Настоящий договор заключен 24 марта 2019г. г. в 2-х экземплярах, имеющих одинаковую юридическую силу, по одному экземпляру для каждой Сторон.	7.6 The Agreement is made on March 24, 2019, in two copies of equal legal force, one for each Party.
АДРЕСА И РЕКВИЗИТЫ СТОРОН	ADDRESS & DETAILS OF THE PARTIES
Правообладатель: ИП Яковлева Анастасия Александровна Номер счёта 40802 810 3 3232 0000571 ОГРНИП 315784700075868 ИНН 781422948525 КПП Нет Банк ФИЛИАЛ "САНКТ-ПЕТЕРБУРГСКИЙ" АО "АЛЬФА-БАНК" БИК 044030786 Корр. Счёт 30101 810 6 0000 0000786	Assignor: Anastasia Aleksandrovna Yakovleva, Self-Employed Proprietor Account: 40802 810 3 3232 0000571 OGRNIP 315784700075868 INN 781422948525 KPP: n/a ST. PETERSBURG BRANCH of ALFA-BANK JSC BIK 044030786 Corr. acc. 30101 810 6 0000 0000786
Правопреемник: Techno-NT kvk number – 60728477 VAT number: NL-260874280B01 Bank ING: IBAN: NL19INGB0006510318: BIC INGBNL2A	Assignee: Techno-NT kvk number – 60728477 VAT number: NL-260874280B01 Bank ING: IBAN: NL19INGB0006510318: BIC INGBNL2A
ПОДПИСИ СТОРОН	SIGNATURES
От имени Правообладателя:  Подпись /Ф.И.О./	On behalf of the Assignor:  Signature /Full name/
От имени Правопреемника:  Подпись /Ф.И.О./	On behalf of the Assignee:  Signature /Full name/




EXHIBIT F

LICENSE AGREEMENT No. 1

Apeldoorn

March 25, 2019

Techno-NT (kvk number – 60728477) duly represented by Irina Kozodaeva for one part, and NT-MDT B.V. (kvk number – 71826394), hereinafter referred to as Licensee, duly represented by Dmitry Kozodaev, for the other part, collectively referred to as the Parties and individually as a Party, have entered into this License Agreement on granting of a simple (non-exclusive) license (hereinafter – Agreement) as follows:

1. Subject Matter

1.1. Under this Agreement, the Licensor shall grant (assign) the right to use the trademark (hereinafter – Intellectual Property) with characteristics as in Specification (Annex 1 to the Agreement), to the Licensee, as a simple (non-exclusive) license, and the Licensee shall accept Intellectual Property pursuant to and as specified in the Agreement.

1.2. The right to use Intellectual Property is granted in respect of all and any goods (works, services) for which individualization it is registered.

2. Rights and Obligations

2.1. The Licensor shall:

2.1.1. Grant (assign) the right to use the Intellectual Property to the Licensee pursuant to and as specified herein.

2.1.2. Keep the Intellectual Property legally protected throughout a period as in par. 3.1 herein.

2.1.3. Refrain from any actions that may hinder the Licensee's exercise of the granted right to use the Intellectual Property to the extent permitted herewith.

2.1.4. Perform other duties stipulated by this Agreement.

2.2. The Licensee shall:

2.2.1. Accept the rights granted under the Agreement to use the Intellectual Property.

2.2.2. Ensure the quality of the goods (works, services) on which the trademark is placed not lower than that of the Licensor.

2.2.3. Immediately inform the Licensor of any known facts of illegal use of the Intellectual Property by third parties.

2.2.4. Use the rights granted hereunder to the extent and as prescribed by the Agreement.

2.2.5. Perform other duties stipulated by this Agreement.

2.3. The Licensor may:

2.3.1. Lift the Licensee's license to use the Intellectual Property when the Licensee violates the terms (methods) of use of the Intellectual Property rights under the Agreement. Violation of copyright protection may also result in civil and criminal liability in accordance with the legislation of the Netherlands.

2.3.2. Control the quality of goods (works, services) produced by the Licensee, so that the quality of the said goods (works, services) is not lower than the Licensor's quality, before granting of the exclusive right

to the Intellectual Property, without any interference with the operational and economic activities of the Licensee.

2.4. The Licensee may:

2.4.1. After receiving the Intellectual Property hereunder, use the Intellectual Property subject to the terms and conditions set out in this Agreement.

2.4.2. Rescind the Agreement when the Licensor in violation of its terms refuses to grant the Intellectual Property rights hereunder to the Licensee.

2.4.3. To grant the right to use the Intellectual Property in full or in part to third parties (under sublicensing agreements) within the said rights and methods of use as provided for herein.

3. Grant of the License to Use

3.1. The Licensee is granted a simple (non-exclusive) license to use the Intellectual Property to the extent and in the manner prescribed by the Agreement.

The term of granting the right to use the intellectual property object is set for the entire period of exclusive rights to the intellectual property.

3.2. Under this Agreement, the Licensor shall grant the Licensee the right to use the Intellectual Property under the terms of a simple (non-exclusive) license, by any means permitted to the Licensee by the legislation of the Netherlands, including by placing a trademark:

3.2.1. On the goods including labels and packages of goods that are produced, offered for sale, sold, displayed at exhibitions and fairs or otherwise entered into civil circulation in the Netherlands, or which are stored or transported for the said purpose, or imported into the Netherlands:

3.2.2. At performance of works, rendering of services.

3.2.3. On the documentation related to the introduction of goods (works, services) in civil circulation.

3.2.4. In offers for the sale of goods (works, services), and in announcements, on signs and in advertising.

3.2.5. On the Internet, including the domain name and other addressing methods.

3.3. The Licensee uses the intellectual property in the European Union, USA, Russia and China. The licensor provides the opportunity to register the right for this trademark in the countries above.

3.4. Under the Agreement, the Licensee is granted the right to assign the right to use the Intellectual Property in full or in part to third parties (under sublicensing agreements) within the said rights and methods of use as provided for herein.

3.5. The Licensee shall not report to the Licensor on the use of intellectual property rights under the Agreement.

3.6. In accordance with this Agreement, the Licensor assigned to the Licensee, and the Licensee took up the rights to use the Intellectual Property, to the extent provided for herein.

4. Quality Clause

4.1. The Licensee must ensure the quality of the goods (works, services) on which the trademark is to be placed, not lower than that of the Licensor.

4.2. The Licensor, independently or through the third parties (subject to written approval by the Licensee), may monitor compliance with the clause regarding the quality of goods (works, services), including sampling for expert examination.

4.3. The Licensor shall bear all and any quality control costs. Where the Licensee disagrees with the findings of the Licensor's examination, the Licensee may carry out an additional examination at the expert organization chosen by the Licensee.

4.4. In case of discrepancy of results of examinations and (or) Licensor's disagreement with the findings of examination carried out by the Licensee, one more examination at the independent testing laboratory shall be carried out. The sampling for the said examination shall be carried out in the presence of the Licensor and the Licensee. This examination findings shall be final and binding on the Parties.

5. Remuneration

6.1 The Licensee shall pay EUR 500.00 to the Licensor for the right to use the Intellectual Property by a lump sum, no later than March 25, 2020.

6.2 The amount of remuneration for granting the right to use the Intellectual Property paid by the Licensee to the Licensor is not subject to revision during the whole Agreement period.

6.3 Payment Method: the Licensee shall transfer funds in the currency of the Netherlands (EUR) to the Licensor's account. At the same time, the Licensee's obligations regarding the terms of payment under the Agreement shall be considered fulfilled on the date of funds debiting from the Licensee's bank account.

6. Liability

6.1. The Parties shall be liable for non-performance or improper performance of their obligations under the Agreement, subject to the law of the Netherlands.

6.2. The forfeit under the Agreement is subject to the justified written claim by a Party.

6.3. Payment of the penalty does not release Parties from their obligations stipulated herein.

6.4. A party that has not performed or improperly performed its obligations hereunder shall be obliged to compensate the counterparty for any loss caused by such non-performance. The burden of proof of damages lies with the injured Party.

6.5. If the Party's violation hereof resulted in any profit, the Party whose rights are violated may demand compensation, along with other losses and expectation damages, in an amount not less than the said profit.

6.6. This Agreement termination will not release a Party from the liability for non-performance/improper performance of contractual obligations.

6.7. The use of the Intellectual Property in a manner not provided for herein, either upon termination of this Agreement or otherwise beyond the Licensee's rights granted hereunder, shall entail liability for violation of the exclusive right to the Intellectual Property as established by law and / or the Agreement.

7. Termination Grounds and Procedure

7.1. The Agreement may be terminated by agreement of the Parties, as well as unilaterally at the written request of one of the Parties on the grounds provided by law.

7.2. The Agreement may be terminated unilaterally as and when the Parties requested to do so in writing within thirty (30) calendar days from the date when the Party received such a request only.

7.3. The Licensee shall not use the Intellectual Property after termination of the Agreement.

7.4. The conclusion by the Licensor of an agreement on the alienation of the exclusive right to the Intellectual Property with a third party and the transfer of the exclusive right to the Intellectual Property to a third party shall not be deemed a ground for this Agreement amendment or termination.

8. Dispute Settlement

8.1. An extrajudicial dispute resolution procedure is obligatory for the Parties.

8.2. The Parties shall send their claim letters by express or registered mail with a notification of delivery of the latter to the addressee at the Party's domicile as in Section 13 herein.

8.3. The Parties may send their claim letters by e-mail. Such letters of claim shall have legal force if the Parties receive their originals in the manner specified in par. 9.2 herein.

8.4. The term of consideration of the claim letter is 15 calendar days from the date of receipt of the latter by the addressee.

8.5. Any disputes arising out of the Agreement shall be resolved in court in accordance with the law.

9. Valid Defense

9.1. The Parties shall be exempted from liability for full or partial failure to fulfill obligations under the Agreement if their failure to fulfill obligations was due to force majeure, viz.: fire, flood, earthquake, strike, war, actions of public authorities or other circumstances beyond the control of the Parties.

9.2. Where any of these circumstances directly resulted in non-performance of obligations within the terms established by the Agreement, the said terms shall be extended proportionally for the duration of the relevant circumstances.

9.3. Should the said circumstances last for more than one (1) calendar month, each of the Parties may take the initiative to terminate the Agreement due to the impossibility of its execution. In the event that the Parties decide to terminate the Agreement due to the above, none of the Parties will be entitled to compensation for possible losses.

9.4. The Party that cannot fulfill its obligations under the Agreement shall promptly, but not later than 5 calendar days after the occurrence of force majeure, notify its counterparty in writing, providing supporting documents issued by the competent authorities.

9.5. Failure to notify or untimely notification of force majeure shall deprive a Party of the right to refer to any of the above circumstances as a ground for exemption from liability for non-performance of obligations.

9.6. The Parties acknowledge that a Party's insolvency is not force majeure.

10. Miscellaneous

10.1. The Parties do not have any accompanying oral agreements. The content hereof is fully consistent with the actual will of the Parties.

10.2. Any correspondence regarding the Agreement prior to its conclusion, shall lose its legal force on the Agreement date.

10.3. Upon termination of the Agreement, the Licensee shall immediately cease using the Intellectual Property.

10.4. In the event of termination of the exclusive right to the Intellectual Property by the Licensor, the Agreement shall be terminated according to the Civil Code of the Netherlands; and the Licensor shall notify the Licensee thereof no later than ten (10) calendar days from the date of occurrence of the grounds for such termination.

11. Annexes

11.1. Annex 1 — Specification.

12. Parties' addresses, details, and signatures

Licensor
Name: Techno-NT

Licensee
Name: NT-MDT B.V.

On behalf of the Licensor, Irina Kozodaeva

On behalf of the Licensee, Dmitry Kozodaev



Annex 1
to the License Agreement No. 1
of March 25, 2019

Specification

1. In accordance with the License Agreement No. 1 on granting of a simple (non-exclusive) license dated March 25, 2019 (hereinafter – Agreement), the Licensor grants the Licensee a license to use the trademark No. 188978
2. This Annex is signed in duplicate, in English.

Parties' signatures:

On behalf of the Licensor

Techno-NT

 Irina Kozodaeva



On behalf of the Licensee

NT-MDT B.V.


 Dmitry Kozodaev



EXHIBIT G

TECHNO-NT

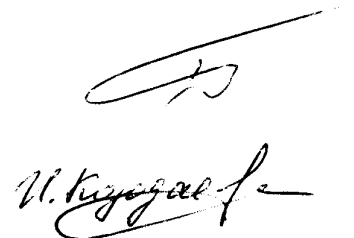
**Non-Exclusive Distributor
Agreement**

BENELUX, GERMANY, FRANCE

Moscow

26 January 2015

26th January 2015



NON EXCLUSIVE DISTRIBUTOR AGREEMENT

This Agreement is entered into 2015 between **NT-MDT Co**, Building 100, Zelenograd, 124305, Moscow, Russia herein after known as "**COMPANY**"

and Reseller: **TECHNO-NT**, Hoveniersdreef 315, 7328KJ, Apeldoorn represented in this matter by its registered director, herein after referred to as "**DISTRIBUTOR**".

Whereas **COMPANY** produce a range of Scanning Probe Microscopes (SPM), confocal Raman microscopes, integrated solutions, cantilevers and SPM accessories herein after known as **PRODUCTS**, used at universities, government laboratories, private and commercial industries, high-tech companies and research centers on the base of the supplement set forth in the Annex 1, whereas **DISTRIBUTOR** is engaged in the marketing and sales of **PRODUCTS**.

DISTRIBUTOR and **COMPANY** mutually agree to give their best effort, promoting the **PRODUCTS** in the territory assigned with the purpose to establish best market share.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. TERRITORY, PRODUCT

COMPANY hereby appoints Certified **DISTRIBUTOR**, and **DISTRIBUTOR** hereby agrees to act for **COMPANY** as its non-exclusive Representative.

However, **PRODUCTS** portfolio and **TERRITORY** may be expanded or decreased at any time by mutual Agreement of **COMPANY** and **DISTRIBUTOR**.

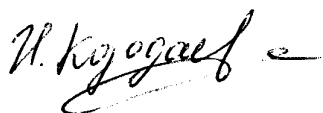
TERRITORY:

BENELUX, GERMANY, FRANCE.

DISTRIBUTOR shall keep **COMPANY** informed of all principals it represents.

2. TERM

This agreement shall endure until the end of 2017 and shall thereafter be prolonged for each succeeding year if the sales goal of the further year suggested by **DISTRIBUTOR** has been accepted by **COMPANY**.



26.01.2015



3. REPRESENTATION OF PRODUCT

DISTRIBUTOR agrees to promote and market **PRODUCTS** based on an agreed marketing plan. The annual marketing plan is to contain the summary of activities including the following information: sales forecast, schedule of personnel training, schedule of demonstrations of **PRODUCTS**, schedule of exhibitions and conferences and a report of current marketing situation.

The annual marketing plan may request some of the following support from **COMPANY**:

- 1) DEMO unit may be provided on discounted purchase basis.
- 2) Appropriate training at **COMPANY**.
- 3) **COMPANY** STAFF may attend exhibitions in the territory together with the **DISTRIBUTOR**.
- 4) Presentation or DEMONSTRATION visits of the potential prospects to win the contract in a direct system performance demo.
- 5) Required amount of booklets, electronic presentations, posters, etc.

DISTRIBUTOR agrees to provide **COMPANY** with updated marketing information and sales forecast for **TERRITORY** on the regular basis of every 3 months after signing the agreement.

All orders are subject to receipt and acceptance by **COMPANY** which may refuse any order providing **DISTRIBUTOR** with written notice of corresponding reasons.


DISTRIBUTOR further agrees to give no warranty or guarantee other than that authorized by **COMPANY** in written form.

DISTRIBUTOR agrees not to sell any competitive **PRODUCTS** without written permission of **COMPANY**.

Both **DISTRIBUTOR** and **COMPANY** further agree to sell **PRODUCTS** under the present agreement on terms discussed and conditions specified herewith. Any special terms and conditions shall be mutually and agreed between **COMPANY** and **DISTRIBUTOR**.

4. CUSTOMER SUPPORT

COMPANY shall supply customer support based on the specifications stipulated within sales agreement or tender documents and additionally provides access to all available client support structures such as loyalty department, trinity of client support, ask online etc....



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COMPANY provides all after sales support;

5. ADVERTISING

COMPANY shall supply **DISTRIBUTOR** with product catalogs, booklets and other promotional materials necessary for proper development of markets located within the **TERRITORY** according to the support program free of charge excluding actual shipping cost. **DISTRIBUTOR** agrees to distribute these materials judiciously.

DISTRIBUTOR can be involved in advertising campaign within the **TERRITORY**, which includes: taking part in exhibitions and conferences, advertising in local scientific magazines, product demonstrations and presentations at potential customers' locations at its own expenses and according to strategic marketing plan.

6. ASSISTANCE

COMPANY shall provide **DISTRIBUTOR** with corresponding assistance regarding sales, technical and engineering questions, in the way, mutually agreed between parties, and shall cooperate with; advise **DISTRIBUTOR** on the matters pertaining to adaptation of **PRODUCTS**.

COMPANY shall operate as independent sales, including sales presentations and demonstrations, workshops, and other activities in accordance with the support program.

COMPANY shall provide **DISTRIBUTOR** with sales and technical information and other materials regarding **PRODUCTS** (including reasonable quantities of available advertising booklets, applications notes etc.).

COMPANY can invite **DISTRIBUTOR** to attain the training in order to ensure that marketing- and sales personnel designated by **DISTRIBUTOR** is able to professionally represent the **PRODUCTS**.


The major training shall be arranged at **COMPANY'S** office in Eindhoven, the Netherlands to where **DISTRIBUTOR** shall send its marketing- and sales personnel in accordance with the annual marketing plan. **DISTRIBUTOR** is to pay for airfares and all required accommodation expenses during the whole period of training.

7. RESPONSIBILITIES OF COMPANY AND DISTRIBUTOR

COMPANY shall have the following responsibilities:

A) To inform **DISTRIBUTOR** three (3) months beforehand of price and/or specification changes (prices and product specification in accordance with Annex 1), the setback in production, clearance sale of **PRODUCTS**.



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B) To protect **DISTRIBUTOR** from the alleged defects in **PRODUCTS** or failure of **COMPANY** to fulfill a legal obligation relating to the sale, delivery or servicing of **PRODUCTS**.

E) To make commercially reasonable efforts to register and protect its trademarks and trade names and those of **COMPANY** in the **TERRITORY** at **COMPANY'S** expenses.

F) To permit sub-DISTRIBUTOR and/or its subsidiaries as well as other **DISTRIBUTOR's** and sub-dealers appointed by **DISTRIBUTOR** to use **COMPANY'S** trademarks, trade names, and service marks in marketing activities, sales materials and literature and on business documents and signs in order to promote the sale of **PRODUCTS** under this Agreement, on the terms provided in the Article 13.

G) To fulfill all other obligations under the present Agreement.

DISTRIBUTOR shall have the following responsibilities:

- A) To maintain a list of leads and commercial contacts and to share this list with the **COMPANY** within the CRM system of **COMPANY**
- B) Promote **COMPANY** products in the information mails, newspapers or other advertisement materials that **DISTRIBUTOR** issue within territory.
- C) Visit prospective customers and if necessary invite **COMPANY** staff for presenting **COMPANY** products;

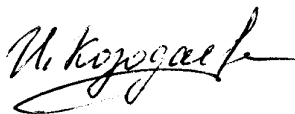
8. THE DISTRIBUTOR'S COMMISSION FEE


DISTRIBUTOR is involved in the entire process of the sale, responds to the enquiry and/or tender and prepares the quotation document for the customer. During the first six months from the date of this Agreement, **COMPANY** may agree to assist **DISTRIBUTOR** in the demonstration of **PRODUCTS** at the customer's location and may also assist in the tender/quotation preparation if requested to do so in writing by **DISTRIBUTOR**. In the event that **COMPANY** will participate in the Tender process with **DISTRIBUTOR** or alternatively where **DISTRIBUTOR** will participate in the Tender process without the assistance of **COMPANY** the invoice will in both instances be raised by **COMPANY**.

Where **DISTRIBUTOR** involved in sales of **PRODUCTS** to customers the commission will be calculated on the following terms:

All sales shall result in a 5%+5%+5%+5% commission of list price payable by **COMPANY** to **DISTRIBUTOR** e.g.

- 5% Introduction of the lead to **COMPANY**.
- 5% Preparation configuration for the quotation to the customer
- 5% Demonstration of **PRODUCTS** to the customer



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- 5% Finalisation of the sale (Tender documents/invoicing)

All information regarding the leads should be placed in official **NT-MDT** Customer Relation Database (**DB**), *db.ntmdt.ru*.

8.2 PRODUCTS (manufactured and marketed by **COMPANY**) of which substantial parts (modules) are obtained from third parties (like, for example, Ntegra Spectra), or that are typically customized solutions (requiring substantial adaptations), may lead to a different commission. Such **PRODUCTS** and their resulting commission will be dealt with in a case-by-case manner and will be determined in advance.

8.3 DISTRIBUTOR sends order to the **COMPANY** by regular mail, with copies sent in advance by fax or email (such copies do not constitute a legally binding order but may be used to speed up delivery process), signed by an authorized individual from the **DISTRIBUTOR** and stating, all items and particularities of the configuration required, including all modes of operation, full customer coordinates, delivery requirements, and any special agreements. The order should be issued before the end of the validity period, in cases where the **COMPANY** has prepared the quote.

8.4 COMPANY undertakes to provide **DISTRIBUTOR** by e-mail or fax with an order confirmation stipulating the final configuration, price, delivery and payment conditions, binding to both **COMPANY** and **DISTRIBUTOR**,

within 7 days after receipt of the **DISTRIBUTOR'S** order in cases where the order is based on a quote supplied by the **COMPANY**

Or else

As soon as the **COMPANY** is able to define all the conditions for delivery of the order.

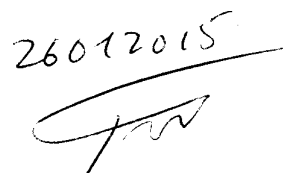
The order confirmation becomes the only binding sales agreement. All other prior agreements, documents and statements become null and void. The order confirmation can be rejected by the **DISTRIBUTOR** within a period of seven days after the date of issue.

8.5 COMPANY undertakes to ship **PRODUCTS** to **CUSTOMER** following the terms mutually agreed in the corresponding sales agreement. **COMPANY** shall be responsible for timely notifying **CUSTOMER** and/or **DISTRIBUTOR** of the shipment details.

The parties agree that the following terms of payment will apply:

8.6 DISTRIBUTOR shall make payment by bank transfer to **COMPANY'S** bank account or affiliated companies unless otherwise agreed with **COMPANY**. Both **COMPANY** and **DISTRIBUTOR** shall bear the transaction costs arising in their respective home countries.



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A further payment arrangement which may be agreed to be effected by the parties to this Agreement shall be, that **DISTRIBUTOR** may issue a Letter of Credit **COMPANY**.

In this regard, if requested by The Company, **DISTRIBUTOR** shall provide **COMPANY** with an irrevocable Letter of Credit, issued or confirmed by a Bank approved by **COMPANY**, or with such other instruments or collateral as **COMPANY** may deem appropriate, in order to secure the prompt payment of the indebtedness to it incurred by **DISTRIBUTOR** from time to time.

In some cases Payment can be done after the delivery of the equipment and acceptance approved by customer if agreed with **DISTRIBUTOR** and **COMPANY** from time to time.

9. COVENANTS

COMPANY hereby warrants and represents that, by the written Agreement currently in effect; **DISTRIBUTOR** has the right to distribute **PRODUCTS** in the **TERRITORY** covered by this Agreement.

10. TRADEMARKS

DISTRIBUTOR may use the **COMPANY'S** trademarks and trade names in advertising campaigns only after **COMPANY'S** pre-approval.

DISTRIBUTOR must use **COMPANY'S** trademarks and trade names of **PRODUCTS** for their identification.

DISTRIBUTOR may use its own trade names and trademarks in connection with the **PRODUCTS** only by prior approval in writing by the **COMPANY**.


11. COMPANY'S / DISTRIBUTOR'S NAME

Immediately upon the termination of this Agreement **COMPANY** may no longer use **DISTRIBUTOR'S** name in any way in his business. **COMPANY** must also notify all business contacts that **COMPANY** is no longer affiliated with **DISTRIBUTOR**. Continued use of the **DISTRIBUTOR'S** name after the termination will not be tolerated and may result in legal action.

DISTRIBUTOR must also notify all relevant business contacts that **DISTRIBUTOR** is no longer affiliated with **COMPANY**. Continued use of the **COMPANY'S** name after the termination of this Agreement will not be tolerated and may result in legal action.

12. ARBITRATION



26.01.2016


Any controversy or claim arising out of, or relating to this Agreement or its breach, shall be settled by arbitration in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designed in accordance to said Rules.

The language of arbitration shall be English.

13. AMENDMENTS, REVISIONS

This Agreement may not be altered, amended or varied except by a written document signed by each of the parties.

14. TERMINATION

This Agreement may be terminated one hundred eighty (180) days after a written notice is given by either party to the other.

In the case either party terminates this agreement the other party has the right to present a single list of leads engaged in pre-sales within one (1) month after the expiration date, in order to receive the full or partial amount of commissions for those orders placed within three (3) months after the expiration of this Agreement.

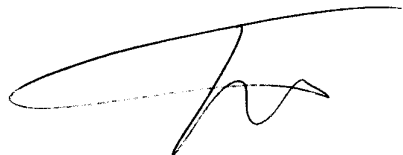
COMPANY AND DISTRIBUTOR, IN EXECUTING THIS AGREEMENT, ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS IN THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND SIGNS THE SAME OF THEIR OWN FREE WILL AND DEED.

TECHNO-NT (DISTRIBUTOR)

NT-MDT Co. (COMPANY)



IRINA KOZODAEVA
CEO



ALEXANDER BYKOV
CEO

26.01.2015

EXHIBIT H

Федеральная служба по интеллектуальной
собственности
 Федеральное государственное бюджетное
учреждение
«Федеральный институт
промышленной собственности»
(ФИПС)
Бережковская наб., 30, корп. 1, Москва, Г-59, ГСП-3, 125993
Телефон (8-499) 240-60-15. Факс (8-495) 531-63-18.

Д.М. Куликову,

корп. 1818, кв. 314,
Москва, г. Зеленоград,
124683

На № б/н от

Наш № 41-25168-12
12.09.2019

По поручению руководства Федерального государственного
бюджетного учреждения «Федеральный институт промышленной
собственности» Ваш запрос рассмотрен в отделе регистрации средств
индивидуализации.

По существу запроса направляю Вам копию лицензионного договора
№ РД0198635 от 24.05.2016, заключенного между ЗАО "Нанотехнология
МДТ" (ОГРН 1027700153337) и ООО "Научно-техническая компания"
(ОГРН 1127746729110), на основании которого предоставлено право
использования товарных знаков №№ 188978, 367138, 367141.

Приложение: указанное в тексте на 7 л., в 1 экз.

Заведующий отделом регистрации
средств индивидуализации



С.В. Перлова

Лицензионный договор № 3
о предоставлении права на использование товарного знака

г. Москва

«15» июня 2015 г.

Закрытое акционерное общество «Нанотехнология МДТ» (ЗАО «НТ-МДТ», именуемое в дальнейшем «Лицензиар», в лице Генерального директора Быкова Виктора Александровича, действующего на основании Устава, с одной стороны, и Общество с ограниченной ответственностью «Научно-техническая компания» (ООО «НТК»), именуемый в дальнейшем «Лицензиат», в лице Генерального директора Фастова Сергея Анатольевича, действующего на основании Устава, с другой стороны, заключили настоящий договор о нижеследующем:

1. ПРЕДМЕТ ДОГОВОРА

1.1. Лицензиар предоставляет Лицензиату на срок действия настоящего договора право на использование следующего товарного знака «Графический», зарегистрированного Федеральной службой по интеллектуальной собственности «25» мая 2000 г., свидетельство № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141, для обозначения Лицензиатом производимых и распространяемых им товаров, а Лицензиат оплачивает такое использование в соответствии с условиями настоящего договора.

1.2. Перечень и технико-качественные показатели товаров, производимых и распространяемых Лицензиатом с использованием товарного знака «Графический» № 188978, «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 указаны в Приложении № 1 к настоящему договору.

2. ПРАВА И ОБЯЗАННОСТИ СТОРОН

2.1. Лицензиат вправе производить и распространять товары, соответствующие характеристикам, перечисленным в Приложении № 1, с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141.

2.2. Лицензиат может передать третьим лицам право на использование товарного знака «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 для обозначения товаров, указанных в Приложении № 1 только с согласия Лицензиара.

2.3. Товары с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 соответствующие характеристикам, указанным в Приложении № 1, распространяются непосредственно Лицензиатом. Для распространения товаров с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 другими лицами Лицензиат обязан предварительно получить письменное согласие Лицензиара.

2.4. Производство и распространение Лицензиатом товаров с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141, не перечисленных в Приложении № 1, допускается по дополнительной договоренности с Лицензиаром.

2.5. Лицензиар сохраняет за собой право производить и распространять товары с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 как не перечисленные, так и перечисленные в Приложении № 1.

2.6. Лицензиат уплачивает Лицензиару за право на пользование товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 сумму в размере 100 000,00 (сто тысяч) рублей, в т.ч. НДС 18% – 15 254,24 (пятнадцать тысяч

двести пятьдесят четыре) руб. 24 коп., в следующем порядке: ежемесячно на основании выставленных счетов.

2.7. Лицензиат обязан обеспечить качество товаров с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 в соответствии с технико-качественными показателями, перечисленными в Приложении № 1.

2.8. Если Лицензиару или Лицензиату станет известно, что товарный знак противоправно используется третьими лицами, то они должны незамедлительно информировать об этом друг друга.

2.9. Если третьи лица нарушают права, предоставленные по настоящему договору Лицензиату, то Лицензиат и Лицензиар совместно предъявят иск к таким лицам и соответствующие расходы и/или поступления, понесенные и/или полученные в результате судебного решения или соглашения между истцом и ответчиком, будут распределены поровну между Лицензиатом и Лицензиаром.

2.10. В случае если Лицензиату будут предъявлены претензии или иски по поводу нарушения прав третьих лиц в связи с использованием лицензии по настоящему договору, Лицензиат извещает об этом Лицензиара. Лицензиар по соглашению с Лицензиатом обязуется урегулировать такие претензии или обеспечить судебную защиту.

Понесенные Лицензиаром расходы и убытки в результате урегулирования указанных претензий и окончания судебных процессов будут распределены между сторонами в порядке, предусмотренном 2.9. настоящего договора.

2.11. Лицензиат имеет право применять товарный знак «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 на товаре и его упаковке.

3. ПРОВЕРКА КАЧЕСТВА

3.1. Лицензиар проверяет соответствие качества производимого и распространяемого Лицензиатом товара с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 технико-качественным показателям, определяемым в Приложении № 1 к договору, до реализации (продажи) данного товара или в любой момент.

3.2. Лицензиар имеет право поручить проверку качества поставляемого Лицензиатом товара с товарным знаком «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 соответствующему компетентному органу. Расходы на такую проверку несет Лицензиат.

3.3. Если обнаружено ухудшение качества по вине Лицензиата, то Лицензиат несет ответственность в размере прямых убытков и упущенной выгоды Лицензиара.

4. ОТВЕТСТВЕННОСТЬ

4.1. После истечения срока действия договора или в случае его досрочного расторжения Лицензиат должен немедленно прекратить использование товарного знака. В случае непрекращения использования товарного знака Лицензиат должен возместить Лицензиару прямые убытки и упущенную выгоду, возникшие у Лицензиара при несанкционированном использовании товарного знака Лицензиатом, с момента прекращения действия договора до момента фактического прекращения использования товарного знака Лицензиатом.

4.2. Лицензиар несет субсидиарную ответственность по предъявляемым к Лицензиату требованиям о несоответствии качества товаров (работ, услуг), продаваемых (выполняемых, оказываемых) пользователем по договору.

5. РАЗРЕШЕНИЕ СПОРОВ

5.1. В случае возникновения споров между Лицензиаром и Лицензиатом по вопросам, предусмотренным настоящим договором или в связи с ним, стороны примут все меры к разрешению их путем переговоров между собой.

5.2. В случае невозможности разрешения указанных споров путем переговоров они должны решаться в судебном порядке в соответствии с действующим законодательством Российской Федерации.

6. ФОРС-МАЖОР

6.1. Ни одна из сторон не несет ответственности перед другой стороной за невыполнение обязательств, обусловленное обстоятельствами, возникшими помимо воли и желания сторон и которые нельзя предвидеть или избежать разумными средствами, включая объявленную или фактическую войну, гражданские волнения, эпидемии, блокаду, эмбарго, землетрясения, наводнения, пожары и другие стихийные бедствия, запретительные действия властей.

6.2. Свидетельство, выданное соответствующей торговой палатой или иным компетентным органом, является достаточным подтверждением наличия и продолжительности действия обстоятельств непреодолимой силы.

6.3. Сторона, которая не исполняет своих обязательств в силу действия обстоятельств непреодолимой силы, должна немедленно известить другую сторону о возникших препятствиях и о их влиянии на исполнение обязательств по договору.

6.4. Если обстоятельства непреодолимой силы действуют на протяжении двух последовательных месяцев и не обнаруживают признаков прекращения, настоящий договор может быть расторгнут сторонами путем направления уведомления другой стороне.

7. СРОК ДЕЙСТВИЯ ДОГОВОРА И УСЛОВИЯ ЕГО РАСТОРЖЕНИЯ

7.1. Настоящий договор заключен на срок действия свидетельств о регистрации товарного знака: «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 и вступает в силу с момента регистрации настоящего договора в Федеральной службе по интеллектуальной собственности.

7.2. В случае нарушения договора одной из сторон каждая сторона имеет право досрочно расторгнуть настоящий договор путем письменного уведомления о дате расторжения договора не менее чем за 30 дней.

8. ПРОЧИЕ УСЛОВИЯ

8.1. К отношениям сторон по тем вопросам, которые не урегулированы или не полностью урегулированы договором, применяется действующее законодательство Российской Федерации.

8.2. Все изменения и дополнения к настоящему договору должны быть совершены в письменной форме, подписаны уполномоченными на это лицами и вступают в силу с момента их регистрации в установленном действующим законодательством порядке.

8.3. Настоящий договор составлен в 2-х экземплярах, имеющих одинаковую юридическую силу, по одному экземпляру для каждой стороны.

9. ПРИЛОЖЕНИЯ

Неотъемлемой частью настоящего договора являются:

9.1. Техничко-качественные показатели товаров, производимых и распространяемых Лицензиатом с использованием товарного знака (Приложение № 1).

9.3. Копия Свидетельств на право использования товарного знака «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141.

АДРЕСА И ПЛАТЕЖНЫЕ РЕКВИЗИТЫ СТОРОН

Лицензиар:

Закрытое акционерное общество
«Нанотехнология МДТ» (ЗАО «НТ-МДТ»)

124482, Москва, Зеленоград,
корп.100
ОГРН 1027700153337
ИНН 7735071498, КПП 773501001
р/с 40702810500380000057
в ПАО Банк «ФК Открытие»
к/с 30101810300000000985
БИК 044525985

Лицензиат:

Общество с ограниченной
ответственностью «Научно-техническая
компания»

ООО «НТК»
141400, область Московская, город Химки,
улица Энгельса, д. 27, помещение 49
ОГРН 1127746729110
ИНН 7735588014 КПП 504701001
р/с 40702810900410001821
в ОАО «Банк Москвы»
к/сч 30101810500000000219
БИК 044525219

Лицензиар:

Закрытое акционерное общество
«Нанотехнология МДТ»

Генеральный директор



В.А. Быков

Лицензиат:

ООО «НТК»

Генеральный директор



С.А. Фастов

**Технико-качественные показатели товара, производимого и распространяемого
Лицензиатом с использованием товарного знака «Графический» № 188978;
«NanoEducator» № 367138; «НаноЭдюкатор» № 367141**

Наименование изделий

Сканирующие Зондовые Микроскопы марки Солвер разных модификаций
Сканирующие Зондовые Микроскопы марки Смена разных модификаций.
Сканирующие Зондовые Микроскопы марки Нтегра разных модификаций
Наноэдьюкаторы (обучающие комплексы)
Сканирующие Зондовые Микроскопы марки Титаниум разных модификаций
Сканирующие Зондовые Микроскопы марки Спектрум разных модификаций
Микрозонды (кантилверы), калибровочные решётки и другие расходные материалы.

Принцип действия, конструктивные и другие особенности

Сканирующий зондовый микроскоп (СЗМ) – это настоящий прибор с компьютерным управлением. Прибор производит «ощупывание» объекта микрозондом. Это «ощупывание» можно производить на воздухе, в вакууме и в жидкости. В качестве микрозонда используется микроконсоль с острой иглой на свободном конце (кантилвер). Изменение угла наклона консоли регистрируется с помощью чувствительного датчика (лазер-фотодиод). Данная схема позволяет измерять рельеф, магнитные, электрические, электродинамические, адгезионные и ряд других (всего 20) свойств поверхности.

Назначение и область применения

Сканирующий зондовый микроскоп является универсальным прибором, предназначенным для комплексного исследования и модификации поверхностей объектов, на воздухе, в вакууме и в жидкости. СЗМ позволяет получать изображений поверхности с разрешением от атомарного до долей микрона.

Область применения: полупроводниковая промышленность, материаловедение, биология, медицина, производство CD дисков и т.д.

Способы использования результата интеллектуальной деятельности

Товарные знаки: «Графический» № 188978; «NanoEducator» № 367138; «НаноЭдюкатор» № 367141 могут быть использованы для рекламы и идентификации продукции реализуемой ООО «НТК».

Лицензиар: ЗАО «НТ-МДТ»
Генеральный директор
В.А. Быков



Лицензиат: ООО «НТК»
Генеральный директор
С.А. Фастов



**ФЕДЕРАЛЬНАЯ СЛУЖБА ПО ИНТЕЛЛЕКТУАЛЬНОЙ СОБСТВЕННОСТИ
(РОСПАТЕНТ)**

Бережковская наб., 30, корп. 1, Москва, Г-59, ГСП-3, 125993. Телефон (8-499) 240-60-15. Факс (8-495) 531-63-18

Наш № 2015Д11833

УВЕДОМЛЕНИЕ

о государственной регистрации предоставления права использования по лицензионному договору

Уведомляю о государственной регистрации предоставления права использования товарных знаков по лицензионному договору.

(111) Государственные регистрации товарных знаков №№188978, 367138, 367141

Имя и адрес лица, предоставляющего право использования -

Закрытое акционерное общество "Нанотехнология МДТ"

124482, Москва, Зеленоград, корп.100

Имя и адрес лица, которому предоставлено право использования -

Общество с ограниченной ответственностью "Научно-техническая компания"

141400, Московская обл., г.Химки, ул.Энгельса, д.27, пом.49

Номер государственной регистрации: РД0198635

Дата государственной регистрации: 24.05.2016

Руководитель



Ивлиев Г.П.

ЗАКЛЮЧЕНИЕ**о государственной регистрации предоставления права использования по лицензионному договору**

Входящий номер: 2015Д11833

(111) Государственные регистрации товарных знаков №№188978, 367138, 367141

Рассмотрено представленное 06.07.2015 заявление о государственной регистрации предоставления права использования товарных знаков по лицензионному договору.

Имя и адрес лица, предоставляющего право использования -
Закрытое акционерное общество "Нанотехнология МДТ"
124482, Москва, Зеленоград, корп.100

Имя и адрес лица, которому предоставлено право использования -
Общество с ограниченной ответственностью "Научно-техническая компания"
141400, Московская обл., г.Химки, ул.Энгельса, д.27, пом.49

Представленные документы отвечают требованиям Гражданского кодекса Российской Федерации*, Правил** и Административного регламента***.

Государственный эксперт по интеллектуальной
собственности 2 категории



Лопатин А.С.

(495)531-63-40

* Гражданский кодекс Российской Федерации

** Правила государственной регистрации договоров о распоряжении исключительным правом на изобретение, полезную модель, промышленный образец, зарегистрированные топологию интегральной микросхемы, программу для ЭВМ, базу данных и перехода без договора исключительного права на изобретение, полезную модель, промышленный образец, товарный знак, знак обслуживания, наименование места происхождения товара, зарегистрированные топологию интегральной микросхемы, программу для ЭВМ, базу данных, утвержденные постановлением Правительства Российской Федерации от 24 декабря 2008 г. № 1020;

*** Административный регламент исполнения Федеральной службой по интеллектуальной собственности, патентам и товарным знакам государственной функции по регистрации договоров о предоставлении права на изобретение, полезные модели, промышленные образцы, товарные знаки, знаки обслуживания, охраняемые программы для ЭВМ, базы данных, топологии интегральных микросхем, а также договоров коммерческой концессии на использование объектов интеллектуальной собственности, осуществляемых в соответствии с патентным законодательством Российской Федерации, утвержденный приказом Минобрнауки России от 29 октября 2008 г. № 321, зарегистрированным в Минюсте России 05 марта 2009 г., рег. № 13482.

**License Agreement No. 3
on granting the license to use the trademark**

Moscow

June 15, 2015

This Agreement is made by and between the Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC) hereinafter referred to as the Licensor, duly represented by Viktor Aleksandrovich Bykov, Director General, acting under the Charter, for one part, and the Limited Liability Company "Science & Technical Company" (Nauchno-Tekhnicheskaya Kompaniya) (NTK Ltd) hereinafter referred to as the Licensee, duly represented by Sergey Anatolyevich Fastov, Director General, acting under the Charter, for the other part, as follows:

1. OBJECTIVE

1.1. The Licensor shall grant to the Licensee the license to use throughout the validity hereof the following trademark: "Graficheskii" (registered by the Federal Service for Intellectual Property on May 25, 2000, Certificate No. 188978); "NanoEducator" No. 367138; and "NanoEducator" /"НаноЭдюкатор" in Russian/ No. 367141, to designate the goods manufactured and distributed by Licensee, and the Licensee shall pay for such use in accordance with the terms hereof.

1.2. Annex 1 hereto contains a list of technical and performance figures of products that are manufactured and distributed by the Licensee using the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141).

2. RIGHTS AND LIABILITIES

2.1. The Licensee may manufacture and distribute any products that comply with a list of technical and performance characteristics (Annex 1 hereto), under the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141).

2.2. The Licensee may assign to a third party its right to use the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141), to designate the product as in Annex 1, subject to approval by the Licensor.

2.3. The goods which characteristics comply with those specified in Annex 1, and that have the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141), shall be distributed directly by the Licensee. In order to distribute goods bearing the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141) by the third party, the Licensee shall obtain a prior written consent of the Licensor.

2.4. The goods bearing the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141), that are not listed in Annex 1 hereto, can be manufactured and distributed by the Licensee subject to the further agreement with the Licensor.

2.5. The Licensor shall reserve the right to manufacture and distribute goods bearing the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141), both listed and unlisted in Annex 1.

2.6. For the right to use the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141), the Licensee shall pay to the Licensor RUB 100,000.00 (One hundred thousand Russian rubles) including RUB 15,254.34 (Fifteen thousand two hundred fifty four Russian rubles and 24 kopecks) of VAT 18% as follows: every month, according to invoices received.

2.7. The Licensee shall ensure the quality of goods bearing the trademark "Graficheskii" (No. 188978),

"NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141) according to technical and performance characteristics as in Annex 1 hereto.

2.8. In the event that the Licensor or Licensee becomes aware of any fact of the trademark illegal use by a third party, they shall immediately inform the counterparty thereof.

2.9. In the event that a third party infringe the rights granted to the Licensee hereunder, the Licensee and the Licensor will collectively sue such a party, and any related costs and/or proceeds incurred and/or received as a result of a judgment or agreement between the Claimant and the Defendant will be spread equally among the Licensee and the Licensor.

2.10. If the Licensee receives notice of a claim or action by a third party alleging infringement of such third party's rights in connection with the use of the license under this Agreement, the Licensee shall notify Licensor, and the Licensor shall, by agreement with the Licensee, settle such claim or provide the legal defense.

Any costs and losses incurred by the Licensor as a result of the said settlement or legal proceedings shall be spread among the parties in the manner provided for in par. 2.9. herein.

2.11. The Licensee may use the trademark "Graficheskiy" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141) on goods and packaging.

3. QUALITY CONTROL

3.1. The Licensor shall check conformance of distributed goods that bear the trademark "Graficheskiy" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141) with technical and performance characteristics (Annex 1 hereto), prior to disposal (sale) of the said, or at any time.

3.2. The Licensor may engage an according competent agency to check quality of the goods bearing trademark "Graficheskiy" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141) that are supplied by the Licensee. The costs of such a check shall be borne by the Licensee.

3.3. Where the quality deterioration is found due to the Licensee fault, the Licensee shall be liable to the extent of the Licensor's direct losses and lost profit.

4. RESPONSIBILITY

4.1. Upon expiration or early termination hereof, the Licensee shall immediately discontinue use of the trademark. In the event of the Licensee's continued use of the trademark, the Licensee shall compensate the Licensor for direct loss and lost profits incurred by the Licensor with the Licensee's unauthorized use of the trademark upon termination hereof until the actual cessation of trademark use by the Licensee.

4.2. The Licensor shall be vicariously liable for the requirements imposed on the Licensee for non-conforming quality of goods (works, services) sold (performed, rendered) by the contracting party.

5. DISPUTE SETTLEMENT

5.1. In the event of a dispute between the Licensor and the Licensee on any matters provided for herein or in connection with this Agreement, the parties shall make all reasonable efforts to resolve disputes in an amicable way.

5.2. In the case of impossibility for amicable dispute resolution, the said disputes shall be resolved by litigation, according to the current legislation of the Russian Federation.

6. FORCE MAJEURE

6.1. Neither party shall be liable to the other for any failure to perform its obligation hereunder which is due to an event beyond the will or control of such party, which could not be reasonably planned for or avoided by reasonable means, including but not limited to any declared or actual war, civil commotion, disease outbreaks, blockade, embargo, earthquakes, floods, fires or other natural disasters, as well as prohibitive acts of government.

6.2. A certificate issued by the according Chamber of Commerce or by another competent agency shall be a sufficient justification attesting to the existence and duration of force majeure circumstances.

6.3. A party that fails to perform its obligations due to force majeure shall immediately notify the other party of the obstacles encountered and their impact on the performance of its obligations hereunder.

6.4. If the circumstance of force majeure lasts for two consecutive months and it shows no signs of termination, this Agreement may be terminated by the parties by notice to the other party.

7. DURATION & TERMINATION

7.1. This Agreement is concluded for duration of certificates on registration of the trademark "Graficheskiy" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141), and it shall come into effect from the date of its registration with the Federal Service for Intellectual Property.

7.2. In case of violation of the agreement by either party, each party has the right for an early termination by providing written notice of termination at least 30 days prior to the date of termination.

8. MISCELLANEOUS

8.1. The current legislation of the Russian Federation shall apply to the relations of the parties on the issues that are unsettled or partially settled herein.

8.2. Any and all amendments or supplements to this Agreement shall be valid if made in writing and signed by authorized persons. They shall come into effect on the date of registration under the current statutory procedure.

8.3. This Agreement is made in two (2) counterparts of equal legal force, one for each party.

9. ANNEXES

The following are an integral part hereof:

9.1. Technical and performance characteristics of goods that are manufactured and distributed by the Licensee using the trademark (Annex 1).

9.2. Copy certificates for the use of trademark "Graficheskiy" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141).

ADDRESS & DETAILS

Licensors:

Closed Joint Stock Company
"Nanotechnology-MDT" (NT-MDT CJSC)

Bld. 100, Zelenograd, Moscow, 124482
OGRN 1027700153337
INN 7735071498, KPP 773501001
a/c 40702810500380000057
Otkritie FC Bank PJSC
corr/acc 30101810300000000985
BIC 044525985

Licensors:

Licensee:

Limited Liability Company "Science & Technical
Company"
(NTK Ltd)

27 Engels St., Room 49, Khimki, 141400, Moscow
region
OGRN 1127746729110
INN 7735588014 KPP 504701001
a/c 40702810900410001821
Bank of Moscow, OJSC
corr/acc 30101810500000000219
BIC 044525219

Licensee:

Closed Joint Stock Company
“Nanotechnology-MDT”

(NTK Ltd)

Director General

Director General

/signed/ V. A. Bykov

/signed/ S. A. Fastov

Seal:“Nanotechnology-MDT” “NT-MDT”
Closed Joint Stock Company * OGRN 1027700153337 *
Moscow/

Seal:“Science & Technical Company”
Limited Liability Company * OGRN 1127746729110 *
Moscow/

Annex 1
to License Agreement No. 3
on granting the license to use the trademark
of June 15, 2015

Technical and performance characteristics of goods that are manufactured and distributed by the Licensee using the trademark "Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141)

SOLVER scanning probe microscopes, different modifications
SMENA scanning probe microscopes, different modifications
NTEGRA scanning probe microscopes, different modifications
Nano-Educators (teaching complexes)
TITANIUM scanning probe microscopes, different modifications
SPECTRUM scanning probe microscopes, different modifications
Microprobes (cantilevers), calibration gratings, other consumables.

Function, design, other features

A scanning probe microscope (SPM) is a computer-controlled desktop instrument. The device 'scans' the object with its microprobe. This 'scanning' can be done in the air, in a vacuum, or in a liquid. A microconsole with a sharp needle at the free end (cantilever) is used as a microprobe. The console deflection is detected with a sensitive sensor (photodiode laser). The said algorithm allows to measure geometry, magnetic, electrical, electrodynamic, adhesion and some other surface properties (20).

Purpose & Scope

A scanning probe microscope is a multi-purpose device that was designed for comprehensive research and modification of object surfaces in the air, vacuum, and in liquids. The SPM allows obtaining of surface images with a resolution ranging from atomic to fractions of a micron.

Applications: semiconductor industry, materials science, biology, medicine, CD production, etc.

Ways to use the intellectual property

"Graficheskii" (No. 188978), "NanoEducator"(No. 367138) and "NanoEducator" /"НаноЭдюкатор" in Russian/ (No. 367141) trademarks can be used in advertising or identification of goods that are marketed by the NTK Ltd.

Licensor: NT-MDT CJSC

Licensee: (NTK Ltd)

Director General

Director General

/signed/ V. A. Bykov

/signed/ S. A. Fastov

Seal:/"Nanotechnology-MDT" "NT-MDT"
Closed Joint Stock Company * OGRN
1027700153337 * Moscow/

Seal:/"Science & Technical Company"
Limited Liability Company * OGRN
1127746729110 * Moscow/

EXHIBIT I

REPORT
of ICLC LLC
on the Results of the Due Diligence
of Financial and Economic
Activities
of NT-MDT CJSC
for the Years 2014-2015

International Consulting and Legal Center LLC (hereinafter – ICLC LLC)

Certificate of state registration: OGRN 1027739831900 of 19.12.2002

Director General: Vinokurov Dmitry Mikhailovich

Certificate: No K 012362 of 25.01.2001
(Minutes No 88 of the CALAC of the Russian Ministry of Finance)

Legal address: 119602, Moscow, Nikulinskaya str. 5, build. 1

Actual address: 101000, Moscow, Krivokolenny lane 3, build. 1

Phone: (495) 621-10-15

Fax: (495) 621-56-87

E-mail: mkpcn@mkpcn.ru

Bank details: a/c No 40702810501200000896
in ALPHA-BANK OJSC, Moscow
c/a No 30101810200000000593
BIC 044525593
OKVED 74.12.2 74.13.1 74.11 80.42
OKPO 34578762
INN 7729006797, KPP 772901001

Membership: Member of the Audit Chamber of Russia (ACR)
Registration entry in the Register of Auditors and Audit Organizations No: 10201000083
Diploma of membership in the ACR with entry in the Register No 50 of 20.06.2000

Description of the due diligence

The due diligence of financial and economic activities of NT-MDT CJSC for the period from January 01, 2014 to December 31, 2015 was carried out by ICLC LLC in accordance with agreement No Ts/1-374/16-A of 28.10.2016.

The due diligence was carried out in the period from 14.11.2016 to 16.12.2016.

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A. SUMMARY

1. INTRODUCTION

This due diligence of financial and economic activities (hereinafter – financial due diligence) was carried out by order of Central Expert Department LLC in accordance with the terms of reference of the agreement. This financial due diligence is aimed at identifying transactions that indicate any signs of the factors of deliberate bankruptcy of NT-MDT CJSC (hereinafter – the Company). The factors described in this part are more fully disclosed in the report.

2. KEY FINDINGS

The revealed signs of the factors of deliberate bankruptcy	
<p>During the due diligence, the following signs of the factors of deliberate bankruptcy were revealed:</p> <ul style="list-style-type: none"> - The Company's Director General and his relatives created a group of legal entities into which the Company's main economic activities were transferred. Production and sales of the products which are the Company's scientific development were carried out in these legal entities. The rights to use scientific developments on indemnity basis were never transferred, while the costs for implementation of the said scientific developments were incurred by the Company, in particular by using debt financing. - Issuance of numerous loans to affiliated organizations, in particular to the Company's Subsidiary, and to organizations which are of interest for the Company's Director General. In some cases, the interest rate on loans was below the market rate. Issuance of loans in the presence of outstanding obligations in itself indicates ineffective policy in the field of debt management. The fact that these loan amounts were never claimed to repay the debt with the arrears thereof indicates that the actions of the Company's management were intended to bring the Company to bankruptcy. - The Company raised debt funds from the foreign organization NT-MDT Service & Logistics Ltd, Managing Director Mr. Denis Stoiakine. (Ireland) affiliated with Director General, in foreign currency at the interest that exceeded the individual interest rates for which the Company issued loans in rubles to affiliated organizations. - The main extent of operations on production and export sales of the products which are the subject of the Company's scientific development was carried out by the Company's Subsidiary. The products were sold to NT-MDT Service & Logistics Ltd, Mr. Stoiakine. affiliated with Director General and registered in Ireland, which, in its turn, sold equipment to end customers all over the world, while the cost of sales to end customers usually was much higher than the cost of purchasing equipment from the Subsidiary. Moreover, such contracts provided for a significant deferral of the cost repayment (up to two years), while end customers were never provided with such a deferral and the payment was made either in advance or immediately after delivery and installation (looks as Money Laundry, money was not return back to Russia). Thus, the foreign company controlled by Director General was actually financed by using the Subsidiary's resources. Moreover, a significant part of the profits on transactions remained in the specified foreign company to the detriment of the Company's owners and creditors. 	<p>Page 7;18;37</p> <p>Page 25</p> <p>Page 32</p> <p>Page 28</p>

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For the due diligence, we were never provided with any documents confirming legality of concluding transactions that require approval by the Board of Directors or General Meeting of shareholders, such as: transactions for providing and raising of loans; interested party transactions; and transactions made on the basis of a power of attorney. In the absence of proper coordination, such transactions may be challenged and invalidated.	Page 10
In addition to the specified factors, during the due diligence we revealed the signs of inefficient use of the Company's assets:	
- A significant number of patents for inventions were lost due to untimely payment of the patent fee.	Page 19
- The presence of accounts receivable in the total amount of at least 8,153 thousand rubles, which is doubtful for collection.	Page 27
- In the absence of any export operations, the expenses for overseas business trips in the total amount of 1,222 thousand rubles may be recognized as economically inefficient or carried out in the interests of other legal entities.	Page 39
We would like to draw attention to the fact that, if it is found that the legal entity's inability to fully satisfy creditors' claims on monetary obligations and (or) to fulfill its obligation to pay mandatory fees has arisen as a result of the Head's willful actions (inaction), he may be brought to criminal liability (Article 196 of the Criminal Code of the Russian Federation), depending on the amount of the damage caused. Thus, a person whose actions have caused large damage (2,250,000 rubles) is liable to criminal liability.	
In addition, in case of dishonest and (or) unreasonable exercise of his duties, the Head is liable to the legal entity for any resulting losses (paragraph 1 of Article 53.1 of the Civil Code of the Russian Federation).	

B. INTRODUCTION

1. ASSIGNMENT AND CONTRACTING PARTIES

We, ICLC LLC, were involved by Central Expert Department LLC to perform works on the financial due diligence of activities of the company NT-MDT CJSC (hereinafter – the Company).

2. IMPLEMENTATION OF ASSIGNMENT

The financial due diligence was carried out in the period from 14.11.2016 to 09.12.2016 in the premises of Central Expert Management LLC and in the premises of ICLC LLC, on the basis of the information and documentation provided.

3. SOURCES OF INFORMATION

3.1. GENERAL PROVISIONS

We would like to note that our works on the financial due diligence are not the works on auditing financial statements. We do not exclude the possibility that, while auditing the Company's financial statements in accordance with the requirements of Law of the Russian Federation No 307-FZ of 30.12.2008 "On Auditing", there may be updated estimates of financial and tax risks. Central Expert Management LLC is fully aware of the responsibility that the due diligence carried out in this extent and combined with the investigation and analysis independently performed by this company is sufficient for decision-making. We exclude any liability for incorrect, incomplete or inaccurate information obtained from responsible persons.

3.2. REQUESTED DOCUMENTS

We requested accounting and legal documents, as well as other documents which allowed us to identify transactions that indicate any signs of the factors of the Company's deliberate bankruptcy.

In the course of our works, we were provided with a limited access to the Company's electronic accounting system.

All the documents and information requested during our works are listed in Appendix 2 thereof.

4. LEGAL STATUS

4.1. BRIEF PROFILE

Company:	NT-MDT CJSC
Registration date:	25.07.1995
Form of incorporation:	Closed Joint Stock Company
Incorporation number in the Uniform State Register:	1027700153337
Legal address:	124482, Moscow, Zelenograd, build. 100
Period under analysis:	from 01.01.2014 to 31.12.2015
Data on the amount of the authorized capital as of 31.12.2015:	345 thousand rubles, fully paid

The main activities in the period from 01.01.2014 to 31.12.2015, in accordance with the Charter:

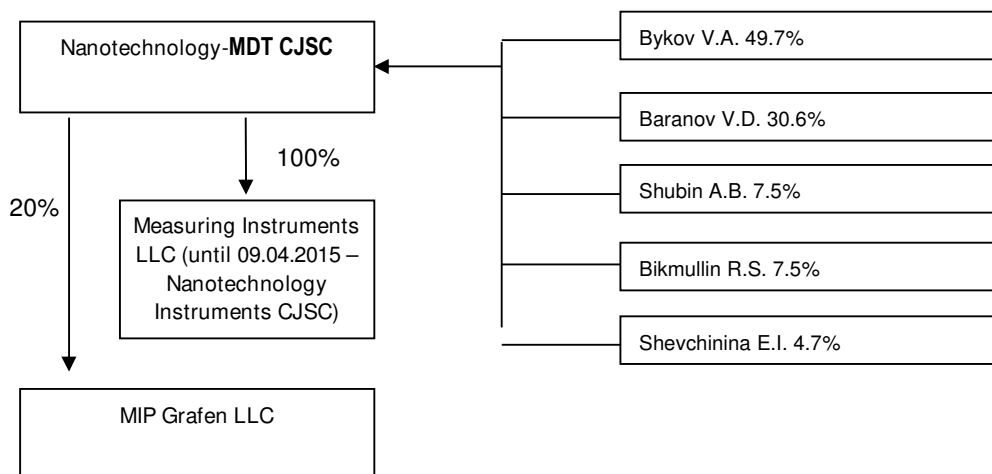
- research, engineering, technological and experimental developments, implementation and author supervision;
- development and production of scanning probe microscopes and lithographs, molecular layering plants, probes and sensors;
- production of other consumer goods and industrial products with the use of precious metals.

C. SURVEY OF FINANCIAL AND ECONOMIC ACTIVITIES

1. ANALYSIS OF THE COMPANY'S OWNERS STRUCTURE

1.1. ANALYSIS OF THE COMPANY'S OWNERS STRUCTURE AND EXISTENCE OF SUBSIDIARIES

The structure of the Company's share capital and subsidiaries may be represented as follows:



The distribution of shares is reflected according to the data from the extract taken from the Register of Shareholders, which was issued by VTB Registrar JSC, as of 22.02.2017.

As can be seen from the diagram given, Bykov Viktor Aleksandrovich was one of the main Company's shareholders. He was also the Company's Director General during the analyzed period.

In the analyzed period, the Company carried out operations with its Subsidiary company Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC). Bykov Viktor Aleksandrovich was also the Subsidiary's Director General.

There were no operations carried out with the dependent company MIP Grafen LLC in the analyzed period.

1.2. ORGANIZATIONS WHICH ARE OF INTEREST FOR THE COMPANY'S DIRECTOR GENERAL

In the course of the due diligence, we identified counterparties with which the Company carried out transactions during the analyzed period. The ownership structure of these counterparties indicates that the Company's Director General has an interest therein. Information on the counterparties' ownership structure according to the data from open sources (information base Ruslana – with respect to Russian legal entities; data from the web site search.he.ie (containing official information about legal entities registered in Ireland) – with respect to a legal entity registered in Ireland) is given in the table:

Company's name	Registration codes	Date of foundation	Company's owners (founders or shareholders)/ ownership share	Type of relationship in the analyzed period
NT-MDT LLC	INN 7735593896 OGRN 1137746410790	08.05.2013	Bykov Andrey Viktorovich - 100%	Issuance of loans by the Company
Milton LLC	INN 7735564292 OGRN 1097746739386	23.11.2009	Bykov Alexander Viktorovich (until 14.10.2015) - 100% Kotov Vladimir Valerievich (from 15.10.2015) - 100%	Issuance of loans by the Company
Scientific and Technical Company LLC	INN 7735588014 OGRN 1127746729110	13.09.2012	Bykov Alexander Viktorovich (until 01.02.2016) - 100% Kotov Vladimir Valerievich (from 02.02.2016) - 100%	Acquisition of materials by the Company. Issuance of loans by the Company. In 2016, the rights to use the Company's trademarks were transferred to STC LLC.
Nanotech-Active CJSC (sued for bankruptcy)	INN 7735537348 OGRN 1087746155420	01.02.2008	Bykov Alexander Viktorovich - 100%	Issuance of loans by the Company
NT-MDT Spectrum Instruments LLC	INN 7733236828 OGRN 1157746497248	03.06.2015	Bykov Andrey Viktorovich - 84% Kotov Vladimir Valerievich - 16%	There were no operations. Information on "reorganization of NT-MDT into the group NT-MDT Spectrum Instruments" was published in open sources.
NT-MDT SERVICE & LOGISTICS LIMITED (Ireland)			Andrey Bykov – 19.5% Vladimir Kotov - 10% Alexander Bykov – 19.5% Viktor Bykov - 51%	Obtaining of loans by the Company

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Company's name	Registration codes	Date of foundation	Company's owners (founders or shareholders)/ ownership share	Type of relationship in the analyzed period
SITEK LLC	INN 7727733966 OGRN 1107746945437	19.11.2010	Bykov Alexander Viktorovich (until 26.07.2016) - 100% Kharitonova Natalia Sergeevna (from 27.07.2016) - 100%	Issuance of loans by the Company

As can be seen from the table, the owners of the specified companies were the Company's Director General and his sons, Bykov Alexander Viktorovich and Bykov Andrey Viktorovich.

1.3. ANALYSIS OF THE COMPANY'S CONSTITUENT DOCUMENTS

In the part of constituent documents, only the Company's Charter was submitted for the due diligence. Decisions of the General Meeting of shareholders and the Board of Directors, powers of attorney and other constituent documents were never submitted for analysis.

In accordance with the Company's Charter, exclusive competence of the Board of Directors includes, in particular:

- approval of major transactions related to acquisition and alienation of property;
- approval of transactions provided by Chapter IX of the Federal Law "On Joint-Stock Companies" (purchase and redemption of shares);
- approval of transactions related to acquisition, alienation and possible alienation of immovable property by the Company, regardless of the amount of transaction;
- approval of transactions related to issuance and obtaining of loans, credits and guarantees by the Company;
- approval of transactions on leasing or other urgent and perpetual use of the Company's property at book value;
- approval of interested party transactions;
- making decisions on the use of rights granted to the Company by shares (stocks and stakes in the authorized or share capital) that belong to other commercial organizations, including:
 - a. making decisions on the agenda of General Meetings of business entities to which the Company is a party;
 - b. appointment of persons representing the Company at General Meetings of business entities to which the Company is a party; issuing instructions on voting therefor;
 - c. nomination of candidates for executive bodies, members of boards of directors, and candidates for other management bodies of organizations to which the Company is a party.
- approval of candidates for positions of deputy director general, financial director, chief accountant and treasurer; approval of agreements therewith, in particular of terms for remuneration and other payments, and introduction of amendments and additions to these agreements.

In accordance with clause 16.8 of the Charter, Director General is entitled to appoint any of the Company's officials as a temporarily acting director general for the time of his absence and under other circumstances.

In accordance with clause 16.6 of the Charter, Director General (the sole executive body of the Company) is liable to the Company for damages caused to the Company by his guilty actions (inaction), unless other grounds and extent of liability are established by the Federal Law.

We were never provided with any documents confirming formation of the Board of Directors in the analyzed period or with any Minutes of meetings of the Board of Directors or the General Meeting of shareholders, which contain decisions on approval of transactions. Therefore, we cannot confirm legality of concluding transactions that require approval of the Board of Directors or the General Meeting of shareholders. In the analyzed period, there were the following transactions requiring approval concluded, in particular:

- o obtaining and issuance of loans;
- o interested party transactions.

During the analyzed period, a significant part of contracts was signed by Bykov A.V. on behalf of the Company on the basis of general power of attorney No 2 of 09.01.2014. This power of attorney was never submitted for the due diligence; therefore we cannot confirm legality of concluding such contracts. Moreover, there is no confirmation that the Board of Directors has approved the candidate who is actually acting as the Company's Head.

In accordance with paragraph 1 of Article 81 of the Law "On Joint-Stock Companies", interested party transactions are defined as transactions in which a member of the company's board of directors, the sole executive body, or the company's shareholder holding more than 20% of shares, or their spouses, parents, children or siblings:

are a party, beneficiary, intermediary or representative in the transaction;

own (individually or collectively) 20 or more percent of shares (stocks, stakes) of the legal entity which is a party, beneficiary, intermediary or representative in the transaction;

occupy positions in the management bodies of the legal entity which is a party, beneficiary, intermediary or representative in the transaction, as well as positions in the management bodies of the managing organization of such legal entity.

Based on the information set out in Section 2.2, the table contains the data on the interested party transactions which the Company concluded during the analyzed period:

Contracts with suppliers of goods, works, and services			
Counterparty's name	Contract details	Contract price	Name of goods, works, and services
STC LLC	Product supply contract No 1062015-1 of 15.06.2015	18,000,000.00	purchase of components for industrial purposes
	Product supply contract No 1062015-2 of 10.06.2015	3,600,000.00	purchase of components for industrial purposes
	Product supply contract No 1-101 of 10.07.2015	952,000.00	purchase of components for industrial purposes

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Nanotech-Active CJSC	Contract No 01/10-11 of 23.09.2011	4,703,009.11	renting premises for research purposes
	Contract No 04/08-15 of 31.08.2015	362,797.04	renting premises for research purposes
Total amount of		27,617,806.15	
License contracts			
Measuring Instruments LLC (Nanotechnology Instruments CJSC)	License contract No 1 of 01.12.2009	46,000,000.00	providing of the Company's trademarks for use
Contracts on issued loans			
Counterparty's name	Contract details	Loan amount	Amount of interest accrued over the period
SITEK LLC	Interest bearing loan contract No 09/14 of 11.08.2014	440,000.00	120.55
Measuring Instruments LLC (Nanotechnology Instruments CJSC)	Loan contract No 02-09/13bp of 17.09.13	99,935,566.93	9,225,466.64
	Money loan contract No 04-06/15 of 29.06.2015	31,500,000.00	1,342,417.80
	Loan contract No 02-09/13bp of 17.09.13	63,841,458.78	5,715,841.44
MILTON LLC	Interest bearing loan contract No 01-10/15 of 11.06.2015	46,000.00	2,482.72
Nanotech-Active CJSC	Loan contract No 08/14 of 29.07.2014	426,000.00	60,210.07
	Loan contract No 09/15 of 22.01.2015	1,248,616.00	117,335.69
	Loan contract No 15/15 of 13.11.2015	420,000.00	5,523.28
	Interest bearing loan contract No 01-11/15 of 25.11.2015	53,242.60	516.25
	Interest bearing loan contract No 10/15 of 09.07.2015	16,490.00	790.62
	Interest bearing loan contract No 13/15 of 29.07.2015	745,696.14	28,743.50
	Interest bearing loan contract No 07/14 of 19.06.2014	6,144,000.00	942,641.13
	Interest bearing loan contract No 14/15 of 03.11.2015	2,610,000.00	42,189.04
	Interest bearing loan contract No 16/15 of 19.11.2015	4,257,419.00	48,989.48
	Interest bearing loan contract No 17/15 of 23.11.2015	1,451,950.00	
	Interest bearing loan contract No 01/15 of 20.05.2015	250,000.00	8,068.48
NT-MDT LLC	Interest bearing loan contract No 01/11 of 21.11.2014	30,000.00	3162.31
	Interest bearing loan contract No 02/12 of 22.12.2014	120,000.00	11,681.12
	Interest bearing loan contract No 03/15 of 19.01.2015	1,523,000.00	88,689.01
	Interest bearing loan contract No 04/15 of 10.07.2015	50,000.00	2,264.37
SITEK LLC	Loan contract No 10/15 of 05.03.2015	500,000.00	21,633.89
	Loan contract No 11/15 of 02.04.2015	952,000.00	45,080.11
	Loan contract No 12/15 of 08.06.2015	1,491,218.88	121,644.83
Total		218,052,658.33	17,835,492.33

Contracts on obtained loans			
Counterparty's name	Contract details	Loan amount	Amount of interest accrued over the period
SITEK LLC	Interest bearing loan contract No 01/07/15 of 28.07.2015	6,000,000.00	178,849.32
	Interest bearing loan contract No 02/07/15 of 29.07.2015	1,300,000.00	38,378.08
	Interest bearing loan contract No 03/10/15 of 21.10.2015	800,000.00	8,010.95
	Interest bearing loan contract No 04/10/15 of 22.10.2015	1,285,000.00	12,568.36
	Interest bearing loan contract No 05/10/15 of 26.10.2015	420,000.00	4,205.75
	Interest bearing loan contract No 06/11-15 of 02.11.2015	4,891,000.00	31,276.03
	Interest bearing loan contract No 07/11-15 of 13.11.2015	910,000.00	5,297.94
	Interest bearing loan contract No 08/11-15 of 19.11.2015	4,264,419.00	16,354.76
	Interest bearing loan contract No 09/11-15 of 23.11.2015	2,100,000.00	8,630.14
	Interest bearing loan contract No 10/11-15 of 24.11.2015	793,000.00	1,230.42
	Interest bearing loan contract No 11/12/15 of 14.12.2015	540,000.00	1,159.73
	Interest bearing loan contract No 3/01-14 of 21.01.2014	2,600,000.00	103,334.26
	Interest bearing loan contract No 5/01-14 of 01.04.2014	4,000,000.00	117,369.86
	Interest bearing loan contract No 6/04-14 of 29.04.2014	350,000.00	7,835.62
NT-MDT Service & Logistics Limited (Ireland)	Loan contract 1/01/15	21,070,197.06	1,113,628.79
	In EURO	200,000.00	16,437.46
	Loan contract 1/06/14	2,055,970.00	36,202.15
	In USD	50,000.00	973.98
	Loan contract 2/05/15	7,465,120.00	418,115.92
	In EURO	80,000.00	6,193.99
	Loan contract 2/06/14	3,507,475.93	60,747.27
Total	In USD	86,080.00	1,634.34
		64,352,181.99	2,163,195.35

In the absence of documents confirming the approval of the specified transactions by the Company's authorized corporate management bodies they may be challenged in court and invalidated.

It should also be noted that interested party transactions were mainly concluded to the detriment of the Company. The relevant circumstances are discussed in more detail in the following sections of this Report.

Section summary:

- in the analyzed period, the Company carried out transactions that required the approval of the Board of Directors or the General Meeting of shareholders;
- a significant number of transactions during the analyzed period were concluded on the basis of a power of attorney issued to a person whose candidate was not approved by the Board of Directors or the General Meeting of shareholders and who is also a close relative of the Company's Director General;

- o for the due diligence, we were never provided with any Minutes of the Board of Directors, General Meetings of shareholders, powers of attorney for the right to conclude transactions on behalf of the Company or with any other documents confirming legality of concluding transactions. In the absence of these documents, there is a possibility that the interested party transactions will be declared invalid.

2. ANALYSIS OF CONTRACTS WITH MAJOR SUPPLIERS AND CUSTOMERS

2.1. ANALYSIS OF CONTRACTS WITH MAJOR SUPPLIERS

Information on the major suppliers, with which the Company carried out transactions during the analyzed period, is presented in the table:

Counterparty	Contract details	Contract price, rubles	Content of transactions under the contract
Breston LLC	Product supply contract No 3/12/13-EL of 01.12.2013	57,412,261.74	purchase of components for industrial purposes
Vector LLC	Several non-recurring deliveries based on invoices	8,633,520.00	purchase of components for industrial purposes
GC TECHPROGRESS LLC	Product supply contract No 06/14 of 15.09.2014	53,249,822.05	purchase of components for industrial purposes
CDB Dayton OJSC	Lease contract No 5 of 26.06.09	11,351,594.69	renting premises
Nanotechnology Instruments CJSC	Contract No 02/04-14 of 24.04.2014	4,950,000.00	purchase of components for industrial purposes
LPM Leader LLC	Product supply contract No 011/10-13 of 21.10.2013	10,518,274.78	purchase of components for industrial purposes
Nanotech-Active CJSC	Contract No 01/10-11 of 23.09.2011	4,703,009.11	renting premises for research purposes
	Contract No 04/08-15 of 31.08.2015	362,797.04	renting premises for research purposes
FSUE Research Institute for Physical Problems named after Lukin	Contract No Д-30/818 of 11.04.06	2,546,882.64	scientific research
	Premise lease contract No ChP01-15 of 01.09.2015	3,636,400.00	renting premises for research purposes
STC LLC	Product supply contract No 1062015-1 of 15.06.2015	18,000,000.00	purchase of components for industrial purposes
	Product supply contract No 1062015-2 of 10.06.2015	3,600,000.00	purchase of components for industrial purposes
	Product supply contract No 1-101 of 10.07.2015	952,000.00	purchase of components for industrial purposes
PG TECHKOM LLC		16,234,418.26	purchase of components for industrial purposes

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Counterparty	Contract details	Contract price, rubles	Content of transactions under the contract
PTH Technology LLC	Product supply contract No 012/08-13 of 02.08.2013	14,953,349.32	purchase of components for industrial purposes
RFTD	Contract No 170 of 16.07.2012	5,760,000.00	advisory services in the development of R&D
IE Skachkov A.V.	Product supply contract No NT 13 08 14/1 of 20.01.2014	2,559,956.00	purchase of components for industrial purposes
SKTO PROMPROEKT LLC	Product sale contract No 196/2015 of 08.06.2015	20,500,000.00	purchase of components for industrial purposes
Stroyengineering LLC	Product supply contract No 013/08-13 of 05.08.2013	8,850,128.65	purchase of components for industrial purposes
TIC TEHNOKREATIV LLC	Product supply contract No 05/14 of 01.09.2014	50,597,954.89	purchase of components for industrial purposes
Elektrokomplekt LLC	Product supply contract No 011/08-13 of 01.08.2013	14,148,733.23	purchase of components for industrial purposes
ESTO-Integration CJSC	Contract No 13/15 of 08.06.2015	5,350,000.00	purchase of components for industrial purposes

The major part of suppliers supplied the components used by the Company to manufacture products. All the purchased materials were used for industrial purposes.

As it follows from the above table, a significant number of operations were carried out with organizations which are of interest for the Company's Director General (Nanotechnology Instruments CJSC, Nanotech-Active CJSC, STC LLC). Due to the fact that the purchased components had quite specific characteristics and often were customized, it is difficult to compare them with existing analogues at the market. Therefore, it is not possible to draw any conclusions about validity of the prices used when concluding contracts with such organizations.

2.2. ANALYSIS OF CONTRACTS WITH MAJOR CUSTOMERS

Information on the major customers, with which the Company carried out transactions during the analyzed period, is presented in the table:

Counterparty	Contract details	Contract price, rubles	Content of transactions under the contract
FSAEI HPE "North-Caucasus Federal University"	Contract No 146-ea/13 of 05.02.2014	13,100,000.00	educational and scientific system Nanoeducator II
	Contract No 149-ea/13 of 20.02.2014	42,621,860.67	interdisciplinary nanolaboratory for biological and medical research LIFE

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Counterparty	Contract details	Contract price, rubles	Content of transactions under the contract
MEI "Institute of Engineering Physics"	Contract No NT 14 04 34 of 21.07.2014	35,810,000.00	probe nanolaboratory Integra Spectra
FSBI "IBMC" RAMS	Contract No 0373100101613000033-0041007-01 of 16.09.2013	32,006,000.00	automated microscope for visualization of biological objects SOLVER NEXT (modification TITANIUM)
Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC)	License contract No 1 of 01.12.2009	66,558,000.00	right to use the trademarks
FSAEI HPE "Ural Federal University named after the first President of Russia Yeltsin"	Contract No 43-12/1864-2014 of 11.11.2014	8,500,000.00	system of equipment for improving performance of the probe nanolaboratory Integra Spectra
VECTOR LLC	Contract No 14 01 05 of 30.01.2014	1,900,000.00	scanning probe microscope with the data management and processing system Nanoeducator II
	Contract No 14 01 09 of 30.01.2014	1,900,000.00	scanning probe microscope with the data management and processing system Nanoeducator II
	Contract No 14 01 10 of 30.01.2014	1,900,000.00	scanning probe microscope with the data management and processing system Nanoeducator II
SPC Dipol	Contract No 13 12 128 of 08.07.2014	6,379,784.00	optoelectronic automated system for studying morphological characteristics of samples
FSBEI HPE "Moscow SPU"	Contract No 14-AE054 of 12.12.2014	4,950,000.00	scanning probe microscope Integra Prima, a set of spare parts and consumables SPC
FSBEI HPE MSTU MIREA	Contract No 0373100029514000042 of 11.12.2014	4,455,000.00	equipment for the laboratory of scanning probe microscopy Solver Next
FSBEI HPE "KalmSU"	Contract No 0305100000414000065 of 08.12.2014	4,830,410.00	educational and scientific automated system for measuring surface defects Solver Next
Aerotek LLC	Contract No N1 12 10 74 of 05.05.2015	87,180,000.00	system of equipment, including: installation of deep silicon etching ETNA 100; atomic force microscope with fast scanning TITANIUM

Counterparty	Contract details	Contract price, rubles	Content of transactions under the contract
Integrated Supplier LLC	Contract No 13 05 36 of 25.02.2015	36,919,749.00	system for defining structure and properties Ntegra Spectra
	Contract No 14 05 115 of 19.05.2015	4,000,000.00	universal analytical SPM system SMENA B
Nanotech-Trade JSC	Contract No NTT011015 of 01.10.2015	19,851,643.59	automated scanning probe microscope Ntegra Spectra
	Contract No TT31502337696 of 28.05.2012	9,000,000.00	development and investigation of the method for determining electron energy for transmission of the energy illumination unit of synchronous radiation based on resonant depolarization of the relativistic electrons spin with the precision automatic system for personnel protection
Magnateks LLC	Contract No 1310 68 of 11.02.2015	11,095,987.00	scanning probe microscope TITANIUM
	Contract No 14 10 116 of 02.02.2015	2,000,000.00	Nanoeducator II
SERNIYA LLC	Contract No 08-11/2015 of 02.11.2015	10,300,000.00	printer for printed electronics Dimatix Materials Printer DMP-2831

In the period from 01.01.2014 to 31.12.2015, the Company sold its products mainly in the domestic market. In 2014, there is one operation on sale of goods to Kazakhstan to Logos+ LLP, for the amount of 47,533 USD which is equivalent to 1,619,725 rubles as of the date of revenue recognition, is reflected.

Based on the results of analysis of the information (documentation) available to our experts, the due diligence did not identify affiliation of the majority of the Company's counterparties indicated in the table or the Management's interest in concluding transactions on the product sales therewith (with the exception of Measuring Instruments LLC and Nanotech-Trade JSC).

Analysis of movement of the trade receivables as of 31.12.2014 and 31.12.2015 showed that at the end of each of the analyzed periods, the Company had virtually no outstanding customer debts for the products delivered in the corresponding period. The exception is the debt as of 31.12.2014 under License contract No 1 of 01.12.2009 concluded with Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC), in the amount of 14,708,000.00 rubles, repayment of which is reflected in account in July 2015. The terms of the specified contract did not provide for any deferral of payments. Due to the fact that Measuring Instruments LLC is the Company's Subsidiary, this operation may be considered as interest-free crediting of the Subsidiary. Taking into account a relatively short period of arrears of payment, this operation did not cause any significant damage to the Company's financial interests.

Based on the contracts with consumers submitted to the due diligence, compliance with the procedure and terms of payment for equipment supplied under the contracts was identified.

According to our experts, this fact is in some way related to the fact that the main consumers of the Company were state institutions or other organizations obliged to purchase in accordance with Federal Law No 223-FZ of 18.07.2011 "On procurement of goods, works and services by certain types of legal entities" and Federal Law No 44-FZ of 05.04.2013 "On contract system in the field of procurement of goods, works and services for provision of state and municipal needs", and the choice of supplier was carried out by holding an open auction. In this regard, we can talk about compliance with the principle of independence, establishment of market prices for purchases and more stringent requirements for the terms and procedure of delivery and payment of goods.

Contract No NTT 011015 was concluded with Nanotech-Trade JSC on 01.10.2015 and the shipment was carried out on 08.10.2015. The payment was received on 03.12.2015. At the same time, Nanotech-Trade JSC announced commencement of the liquidation procedure on 09.09.2015 and the liquidation procedure was completed as of 24.03.2016. Due to the fact that the debt under the said contract was repaid by the consumer, this transaction did not cause any losses to the Company, while the expediency of concluding transaction with the company undergoing the process of liquidation can be questioned.

Section summary:

- a sufficiently large number of material supplies and rental costs in the analyzed period were carried out by affiliated organizations, but we did not identify any economic inefficiency of such acquisitions; at the same time, we were never provided with any evidence that the said transactions were approved in accordance with the established procedure;
- a significant part of the Company's product consumers in the analyzed period were represented by state institutions. During analysis of contracts with major consumers, we did not reveal any signs of economically ineffective transactions.

3. ANALYSIS OF OPERATIONS PERFORMED WITH MAJOR ASSETS

3.1. INTELLECTUAL PROPERTY OF THE COMPANY

Due to the fact that the main activity of the Company is research and development, intellectual property, including trademarks, inventions and secrets of production, may be classified as its major assets.

The main type of products manufactured by the Company is probe scanning microscopes. According to the State Register of measuring instruments, the following brands of scanning probe microscopes manufactured by the Company were registered:

Number in the State Register	Name of the measuring instrument	Designation of the measuring instrument type	Manufacturer	Term of certificate or serial number
40597-09	Scanning probe microscopes	SOLVER NEXT	Nanotechnology MDT JSC, Moscow	01.06.2014
37834-08	Scanning probe microscopes	Solver P47	NT-MDT LTD, Moscow	for 2 pcs. with serial No A0000027, A0000064
28666-05	Scanning probe microscopes	Solver Pro	Nanotechnology MDT JSC, Moscow	01.03.2010
28666-10	Scanning probe microscopes	Solver HV, Solver HV-MFM, Solver SNOM, Smena, Solver PRO, Solver PRO-M, Solver FD, Solver P47-PRO, Solver PRO-EC, Solver MFM, Solver BIO-M, Solver OPEN	Nanotechnology MDT JSC, Moscow	07.05.2020
28665-05	Scanning probe microscopes	NanoEducator	Nanotechnology MDT JSC, Moscow	01.04.2015
28664-05	Scanning probe microscopes	Ntegra	Nanotechnology MDT JSC, Moscow	01.03.2010
28664-10	Scanning probe microscopes	Ntegra SPECTRA, Ntegra PRIMA, Ntegra VITA, Ntegra THERMA, Ntegra AURA, Ntegra MAXIMUS, Ntegra SOLARIS, Ntegra SOLARIS Duo, Ntegra TOMO, Ntegra LIFE	Nanotechnology MDT JSC, Moscow	07.05.2020

In accordance with Order of the Federal Agency for Technical Regulation and Metrology of 18.05.2016 No 585 "On approval of types of measuring instruments", the following scanning probe microscopes were approved:

Number in the State Register	Name of the measuring instrument	Designation of the measuring instrument type	Manufacturer	Term of certificate or serial number
64047-16	Scanning probe microscopes	SOLVER NEXT, TITANIUM	Scientific and Technical Company LLC (STC), Khimki	18.05.2021

It should be noted that the microscopes of modification SOLVER NEXT and TITANIUM were registered by STC LLC in the State Register of measuring instruments in April 2016, after expiration of the registration term for the relevant modifications from the Company. At the same time, the Company had been selling these microscopes before the specified date. As an example, we can cite contract No 0373100101613000033-0041007-01 of 16.09.2013 concluded with FSBI "IBMC" RAMS (the Consumer) under which the Company supplied the Consumer with the automated microscope for visualization of biological objects SOLVER NEXT (modification TITANIUM) in 2014.

In addition, as can be seen from the tables above, the microscope of modification SOLVER NEXT was originally registered to the Company. After the term expiration, the registration was never extended, while a similar modification of the microscope was registered to Scientific and Technical Company LLC controlled by the Company's Director General.

At the same time, individual models of microscopes for which the Company has valid certificates are issued by organizations controlled by the Company's Director General. More detailed information is set out in Section 6.2 "Analysis of transactions on sales of finished products" of this Report.

Trademarks for the names under which these microscopes are manufactured were never registered; therefore these names were never protected by law as the Company's intellectual rights. No-registration of the rights resulted in manufacturing of the products developed at the Company's expense (both own and borrowed) by third parties without any payment for the right to use the relevant developments. In view of this circumstance, the Company has practically no possibility to submit legal claims to organizations manufacturing the products on the basis of the Company's developments. Taking into account the fact that organizations engaged in production of such products are controlled by Director General and his close relatives, we can conclude that there is a deliberate action (inaction) aimed at the lack of official registration of the rights to the names of equipment sold by the Company at the market. Moreover, the very fact of manufacturing such products by third parties indicates that these parties have received information about the technology of production. There is an obvious relationship between affiliation of organizations producing the products in question to the Company's Director General and the fact of using the Company's scientific developments which were accessed by Director General.

Thus, it can be concluded that there was deliberate detriment to the Company's shareholders and creditors caused by inaction with regard to registration of commercial names as trademarks, as well as by transfer of information on the technology of production developed at the expense of the Company.

3.2. PATENTS FOR INVENTIONS

The table shows the patents for inventions belonging to the Company that were effective at the time of the due diligence (information from open sources according to the data from the web site fips.ru).

Ser. No	Patent title	Patent number	Date of registration	Effective term for which the fee is paid
1.	Scanning probe microscope with automatic cantilever tracking system	2227333	13.08.2002	until 13.08.2016
2.	Scanning probe microscope combined with an optical microscope	2244332	13.08.2002	until 13.08.2016
3.	Method for manufacturing a colloid probe sensor for an atomic force	2481590	17.08.2010	until 17.08.2016
4.	Method for accelerating measurement of the surface relief for a scanning probe microscope	2428655	07.10.2009	until 07.10.2017
5.	Control unit for scanning probe microscopes	2428700	11.12.2007	until 11.12.2016
6.	Method for measuring the surface relief of an object using a scanning probe microscope	2329465	21.12.2006	until 21.12.2016

Annex 1 also contains a list of patents for inventions previously registered by the Company, which have ceased to be effective as of today due to non-payment of the patent maintenance fee.


Based on analysis of the data from the tables, it can be concluded that the major part of patents for inventions were lost by the Company due to non-payment of the fee for extension of the effective term. Loss of the patent means that there is no obstacle to manufacture products on the basis of relevant developments by third parties and the absence of legal protection.

Thus, we can conclude that as a result of inaction of the Company's Management, the damage was caused in the form of loss of intellectual property objects that have legal protection in accordance with the legislation of the Russian Federation. Currently, it is not possible to identify the extent of this damage, since it consists of the funds spent on development of inventions and attributed to the Company's expenses in different periods of time, as well as of the amounts of short received revenue from sales of the products based on these inventions, which, in the absence of any legal protection, could be produced and sold by third parties without any negative legal consequences therefor.

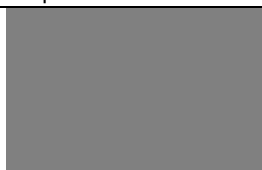
3.3. TRADEMARKS

A significant part of the trademarks registered by the Company (NT-MDT, NanoFab, NanoEducator) until 01.12.2015 was transferred to the use of Measuring Instruments LLC (formerly – NTI CJSC) on the basis of license contract No 1 of 01.12.2009.

On 24.05.2016, the Company registered the license contract to provide Scientific and Technical Company LLC with a non-exclusive license to use the trademark with registration number 188978 for a period until 21.10.2019 and the trademarks with registration numbers 367141 and 367138 for a period until 05.07.2017. These terms are the expiry dates of the trademarks in question. Information on the transferred trademarks is given in the table.

Details of the certificate of trademark	Visual representation of trademark
Certificate of trademark No 367138 NanoEducator, registered 11.12.2008, expiry date is 05.07.2017	NanoEducator
Certificate of trademark No 367141 НаноЭдюкатор, registered 11.12.2008, expiry date is 05.07.2017	НаноЭдюкатор
Certificate of trademark No 188978 НТ-МДТ, registered 25.05.2000, expiry date is 21.10.2019	
Certificate of trademark No 367139 НаноФаб, registered 11.12.2008, expiry date is 05.07.2017	НаноФаб
Certificate of trademark No 367140 NanoFab, registered 11.12.2008, expiry date is 05.07.2017	NanoFab

On the balance of the Company, there also were the following registered trademarks, while we never found any evidence of actual use thereof in the Company's activities:

Details of the certificate of trademark	Visual representation of trademark
Certificate of trademark No 345226, registered 05.03.2008, expiry date is 12.12.2016	
Certificate of trademark No 389735 КОДОН РИДЕР, registered 23.09.2009, expiry date is 07.08.2018	КОДОН РИДЕР

Transfer of the major trademarks owned by the Company to the organization controlled by Director General ensured, in its economic essence, the transfer of the Company's major activities to these organizations. After the transfer of NT-MDT trademark to STC LLC on 24.05.2016, this mark was not used by the Company to carry out its own activities. At the same time, organizations using this trademark emphasized the fact that they carried out their activities as representatives of NT-MDT Group of Companies without mentioning any specific names of legal entities. More detailed information is set out in Section 6.2 of this Report.

3.4. IN-PROGRESS CAPITAL INVESTMENTS IN R & D

As part of in-progress R & D as of 31.12.2015, the asset valued at 96,000,000 rubles is listed under the analytical article "R & D under contract No 169 of 16.07.2012". These works were carried out under the contract of the target interest-free loan received from the Russian Fund for Technological Development for development of the automated measuring system SPECTRUM. The Company's accounts payable in the amount of 96,000,000 rubles are listed under this loan contract as of 31.12.2015. At the same time, there is evidence that the said device was successfully developed and is currently on sale at the site www.ntmdt-si.ru, which also contains a note "Developed with the support of the Russian Fund for Technological Development". On the specified site, there is no information which allows identifying the legal entity to which the site belongs and on whose behalf the products are sold.

It should be noted that in accordance with clause 6.1 of the specified target loan contract, the borrower (the Company) guarantees that all the rights to the work results, equipment, materials and information created or acquired by the borrower in or for the performance of works belong to the borrower, except as otherwise expressly agreed with the Fund. The Borrower (the Company) has no right to transfer the rights to the work result to third parties without a written agreement with the Fund.

Thus, there are facts confirming that the Company's development of scientific products with the funds of the target loan was actually completed and introduced into production, while manufacture and sale of products was carried out by third-party organizations, which was expressly prohibited by the terms of the target loan contract. At the same time, the debtor for the loan is the Company. These facts testify to the deliberate detriment of the Company's shareholders and creditors in the amount of at least 96,000,000 rubles (without taking into account possible revenues from sales of the developed products). As a result, monetary funds in the form of debt financing were used to develop scientific products that are used by third parties to derive revenue, while the loan was never returned to the creditor as of the time of commencement of the bankruptcy procedure.

In addition, two R & D objects with a total value of 27,000,000 rubles were developed using targeted financing provided by the Foundation for Promotion of Small Entrepreneurship Development under contract No 12245r/23272 of 29.08.2013 – they were entered and listed on account 04 as "R & D Development of Automated AFM Nanoed-Cartridge -1" and "R & D Development of Automated AFM Nanoed-Cartridge -2".

In accordance with clause 5.5 of the terms of reference of the said contract, the expected commercial effect from sales of the products produced within the framework of the financed project is:

- 2015 – 75,000 thousand rubles, including proceeds from the products export – 60,000 thousand rubles
- 2016 – 60,000 thousand rubles, including proceeds from the products export – 48,000 thousand rubles
- 2017 – 90,000 thousand rubles, including proceeds from the products export – 72,000 thousand rubles
- 2018 – 60,000 thousand rubles, including proceeds from the products export – 48,000 thousand rubles

The expected commercial effect of the project is caused by available preliminary inquiries and applications to purchase AFM "Nanoed-Cartridge" by numerous educational and scientific organizations (more than 100 applications in total).

In the analyzed period, there were no actual revenues of proceeds to the Company in the specified volumes from sales of the developed devices. Taking into account the fact that these developments were completed and ready for use, a possible reason for the absence of these proceeds in the form of revenue is either inactivity of the Company's Management with regard to conclusion of contracts for the purpose of selling products, or the transfer of the development results to third parties. Considering the fact that the targeted financing was received by the Company on the basis of economic justification of the expected commercial effect, we assume that it is possible to accept the above amounts of the estimated return as a source of the detriment assessment. Thus, the alleged detriment caused to the Company by the specified actions (inactions) may be estimated as lost income in the amount of the expected commercial effect in the total amount of 228,000 thousand rubles.

3.5. FIXED ASSETS

The residual value of the Company's fixed assets as of 01.01.2014 and as of 31.12.2015 amounted to 38,446,188.50 rubles and 12,543,824.50 rubles, respectively.

There were no significant transactions related to movement of the fixed assets in the analyzed period.

There is the object "Development and approval of project documentation for CN 2" valued at 8,000,000 rubles and registered as part of in-progress capital construction at least since 2010. For the due diligence, we never obtained any documents confirming occurrence or existence of the specified object.

It should also be noted that the fixed assets of the Company's Subsidiary (Measuring Instruments LLC) were transferred to Milton LLC (the organization affiliated to Director General) under lease contract No 1/1506 of 01.07.2015 with the following repurchase:

Object name	Initial value	Depreciation	Residual value as of 31.12.2015
Vertical machining center SMINIMILLHE, inventory No: 0000255	2,491,496.95	2,491,496.95	0.00
Tool milling machine Inmill, inventory No: 0000263	2,674,229.74	2,674,229.74	0.00
Reflowing chamber furnace, inventory No: 0000317	395,245.04	213,897.24	181,347.80
Combined machine, 1016 mm width SBR-40N, inventory No: 0000332	46,610.17	15,353.80	31,256.37
Semi-automatic standard TPP and Fin Pitc computer, inventory No: 0000315	1,506,919.93	815,509.62	691,410.31
Semi-automatic screen printing with CVS, inventory No: 0000316	1,035,118.59	560,182.02	474,936.57
Lathe machine 250ITVM.01, inventory No: 0000084	188,085.00	157,782.92	30,302.08

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Object name	Initial value	Depreciation	Residual value as of 31.12.2015
Universal milling machine ORTI, inventory No: 0000309	60,000.00	28,264.59	31,735.41
Milling machine BF30 Vario with accessories, inventory No: 0000321	218,950.00	126,218.12	92,731.88
Thermal imager FLIR i3, inventory No: 0000327	50,000.00	36,885.15	13,114.85
CNC lathe center, inventory No: 0000281	1,652,671.19	1,555,455.20	97,215.99
Milling machine TW-mill 3.1, inventory No: 0000329	783,915.65	341,233.98	442,681.67
Milling machine TW-mill 3.1, inventory No: 0000330	783,915.65	341,233.98	442,681.67
Total	11,887,157.91	9,357,743.31	2,529,414.60

The monthly rent under the contract amounted to 104,153.97 rubles.

The specified equipment was used by Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC) to produce products under the Company's trademarks during the effective term of license contract No 1 of 01.12.2009 (i.e. until 01.12. 2015).

3.6. ISSUED LOANS

In the analyzed periods, the major part of loans was issued to organizations which were of interest for the Company's Management.

As of 31.12.2014 and 31.12.2015, the debt on the issued loans amounted to 53,494,417.11 rubles and 143,948,322.76 rubles, respectively, and fully accounted for the loans issued to organizations which were of interest for the Company's Director General.

According to the terms of the loan contracts, all the loans as of 31.12.2015 were short-term, and the interest rate for the use of debt funds ranged from 8.5% to 10% per annum. The loan contracts provided for the possibility of the early loan repayment. The interest was accrued over the entire period of the loan and was payable simultaneously with the repayment of the loan amount. Information on the debt on the issued loans as of 31.12.2015 is given in the table, in the context of contracts:

Borrower	Contract	Amount of debt as of 31.12.2015	
		principal amount of debt, rubles	interest receivable, rubles
Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC)	Total, including:	124,851,909.02	10,567,884.44
	Loan contact of 17.09.2013 No 02-09/ 13bp	93,351,909.02	9,225,466.64
	Loan contact of 29.06.2015 No 04-06/15	31,500,000.00	1,342,417.80

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Borrower	Contract	Amount of debt as of 31.12.2015	
		principal amount of debt, rubles	interest receivable, rubles
Nanotech-Active CJSC	Total, including:	17,373,413.74	1,246,939.06
	Loan contact of 29.07.2014 No 08/14	426,000.00	60,210.07
	Loan contact of 19.06.2014 No 07/14	6,144,000.00	942,641.13
	Loan contact of 22.01.2015 No 09/15	1,248,616.00	117,335.69
	Loan contact of 13.11.2015 No 15/15	420,000.00	5,523.28
	Interest bearing loan contact of 25.11.2015 No 01-11/15	53,242.60	516.25
	Interest bearing loan contact of 09.07.2015 No 10/15	16,490.00	790.62
	Interest bearing loan contact of 29.07.2015 No 13/15	745,696.14	28,743.50
	Interest bearing loan contact of 03.11.2015 No 14/15	2,610,000.00	42,189.04
	Interest bearing loan contact of 19.11.2015 No 16/15	4,257,419.00	48,989.48
	Interest bearing loan contact of 23.11.2015 No 17/15	1,451,950.00	0.00
NT-MDT LLC	Total, including:	1,723,000.00	105,796.81
	Loan contact of 21.11.2014 No 01/11	30,000.00	3,162.31
	Loan contact of 22.12.2014 No 02/12	120,000.00	11,681.12
	Interest bearing loan contact No 03/15 of 19.01.2015	1,523,000.00	88,689.01
	Interest bearing loan contact No 04/15 of 10.07.2015	50,000.00	2,264.37
Total:		143,948,322.76	11,920,620.31

When analyzing the interest rates for their compliance with market conditions, the interest rates under the loan contracts were compared with the weighted average interest rates in rubles on deposits of non-financial organizations raised by credit institutions which operated in the period (month) when the loan contract was concluded (sources of information: Bulletin of Banking Statistics of the Central Bank of Russia No 12 for the year 2014, Statistical Bulletin of the Bank of Russia No 2 for the year 2015). As a result, it was found that the rates provided in the loan contracts in 2014 did not substantially deviate from the possible interest rates under which the Company could place temporarily free funds in credit institutions during the loan periods.

Under the loan contracts concluded in 2015, we revealed cases of significant deviations from the possible interest rates under which the Company could place temporarily free funds in credit institutions during the loan periods. For example: interest bearing loan contact No 03/15 of 19.01.2015 concluded with NT-MDT LLC provided for the interest rate of 9.5% per annum, while the weighted average interest rate on deposits with a raising term of up to a year in January, 2015 was 16.4%; loan agreement No 04-06/15 of 29.06.2015 concluded with Measuring Instruments LLC provided for the interest rate at 8.5% per annum, while the weighted average interest rate on deposits with a raising term of up to a year in June, 2015 was 11.45%.

According to our calculations, the total amount of the difference in the interest accrued to receipt, using the actual rates and the rates for which the funds could be placed in deposit bank accounts, was 590 thousand rubles (the calculation is given in Appendix 3).

In addition to the above, our experts questioned economic feasibility and validity of using the Company's temporarily free funds to provide loans to third-party organizations in view of the fact of the arrears of payment for the goods delivered thereto during 2014-2015.

The issue of the Company's arrears of repayment of accounts payable is discussed in detail in Section 5 "Analysis of long-term and short-term liabilities of the Company" of this Report.

In connection with the above circumstances, our experts believe that the Management acting in the Company's interests should have directed free funds to repay the current debt to creditors – suppliers of goods.

It should also be noted that on 08.09.2015, the Federal Tax Service of Russia filed a claim in relation to Nanotech-Active CJSC declaring the debtor bankrupt. The case is currently proceeding. Thus, the debt of the said counterparty under the loan contract in the total amount of 18,620,352.80 rubles is hardly collectible.

3.7. WEB SITE

For the due diligence, we were provided with the notarized protocol of 07.09.2016 of inspection of the web site located at ntmtd.ru which was used by the Company to present its products. From the above protocol it can be seen that the specified site is similar in its content and stylistic design to the currently existing site ntmtd-si.ru. These web sites contain identical information about the sold products. At the time of the due diligence, when you enter the address ntmtd.ru in the Internet browser address bar, it automatically switches to the page with the address ntmtd-si.ru. According to the data on the domain name registration received from the site nic.ru, the domain ntmtd.ru was created on 19.11.1996, paid until 01.12.2016 (at the time of drawing up the protocol of the site inspection) and belonged to NT-MDT LLC.

Considering the fact that NT-MDT LLC was founded on 08.05.2013, it can be assumed that the rights to the specified domain name had originally belonged to NT-MDT CJSC (founded on 25.07.1995) and then, after expiration of the paid period, were acquired by NT-MDT LLC. According to the data from the site nic.ru, the domain name ntmtd-si.ru belongs to an individual. The web site neither indicates which legal entity it represents. At the same time, it should be noted that, according to the information database Ruslana, the website ntmtd.ru is the official website of NT-MDT CJSC.

Thus, as a result of the set of transactions carried out by the Company's Director General and related persons, the rights to use the trademark, the website domain address and the manufacture of the sold products were transferred to the companies affiliated with Director General and his relatives. At the same time, the damage was caused to the Company's owners and creditors in connection with the actual termination of its major activities.

It should also be noted that the existing and potential customers interested in purchasing products that are the Company's scientific development were misled. These products are offered for use under the brand name "NT-MDT" without specifying the fact that the manufacturing organization has been changed.

3.8. SUBSIDIARY

The Company is the sole founder of Measuring Instruments LLC (until 09.04.2015 – NTI CJSC) (hereinafter – the Subsidiary). During the entire analyzed period, the Subsidiary never paid any dividends to the Company, while all this time the financial result of the Subsidiary's activities was profitable.

One of the main Subsidiary's activities was production and export sales of probe microscopes under the brand name "NT-MDT". The main consumer was NT-MDT Service and Logistic Limited registered in Ireland. NT-MDT Service and Logistic Limited carried out further sales of equipment to end customers in various countries. At the same time, the contracts concluded between the Subsidiary and NT-MDT Service and Logistic Limited usually provided for significant deferrals of payment (up to two years), while the terms of the contracts with end consumers usually did not provide for such deferrals and often were paid, in full or in part, on the terms of advance payment. In particular, contract No 130207 of 30.06.2014 concluded between Nanotechnology Instruments CJSC (the Seller) and NT-MDT Service and Logistics Limited (the Consumer) for supply of the Scanning Probe Microscope NTEGRA Prima was submitted for the due diligence. The cost of the sold products amounted to 105,060 USD; the delivery term was until 30.09.2014; the ownership passed from the seller to the consumer when the goods were transferred to the carrier. The payment term originally provided in the contract was 30.06.2016. In accordance with Supplementary Agreement No 1 of 12.05.2015, the payment term was extended until 31.12.2020. This microscope was sold by NT-MDT Service and Logistic Limited to the Indian Institute of Technology at the price of 170,109 USD. In accordance with the terms of purchase order No IIT(BHU)/R&D/13-14/SPM of 06.03.2014, the payment was made by irrevocable letter of credit, including 90% after delivery and 10% after installation, while the sale terms provided that NT-MDT Service and Logistic Limited retained the ownership of equipment until it was fully paid.

In addition, the sale price under the contracts concluded between the Subsidiary and NT-MDT Service and Logistic Limited was in most cases substantially lower than the price of similar equipment sold by NT-MDT Service and Logistics Limited to end customers.

In particular, the contract of 04.06.2014 concluded with Carnegie Mellon University registered in the USA, was submitted for the due diligence. According to the said contract, NT-MDT Service and Logistic Limited undertook to deliver the microscope NTEGRA Spectra Solar with the total cost of 438,832 USD which amounted to 18,414,576 rubles at the exchange rate as of the date of shipment. This microscope was purchased by NT-MDT Service and Logistic Limited from NTI CJSC on the basis of contract No NT131240 of 01.08.2014 at the cost of 135,980 USD.

There also was contract No NT 14 04 34 of 21.07.2014 concluded between NT-MDT CJSC and Interregional Public Institution "Institute of Engineering Physics" for supply of the probe nanolaboratory Integra Spectra with the total cost of 18,000,000 rubles submitted for the due diligence.

The table shows similar positions from the equipment specifications sold by the Company under contract No NT 14 04 34 and sold by NT-MDT Service and Logistics Limited under the contract of 04.06.2014.

Code	Description	Position cost under the contract with Carnegie Mellon, USD
SCB14aNTF	Universal base unit. Contains: - a stepper motor and a transfer mechanism of the automated admission system; - a flange for the vacuum pump; - connectors for the scanner, sensing unit, AFAM module, thermocouple, bias voltage supply and additional stepper motor; - built-in electronics; - tripod for installing a video microscope. Air/gas input/output fittings for operation in a controlled atmosphere are included	25,047
SCC17NTF	Scanning optical removable base 100 µm XY. Removable base for SPM units with the option to mount the lens. The base contains: - a manual XY-positioner of SPM units with respect to the lens, positioning range - 5x5 mm; - a two-level scanning stage with a manual XY-positioner (positioning range - 5x5 mm, resolution - 5 µm) and a flat scanner with displacement sensors (scanning range - 100x100 µm); - Z-scanner for the lens, scanning range - 100 µm - adjustable auxiliary mirror for the video surveillance system CCD04o or CCD05o	15,549
BLU_TB01	SPM controller for the INTEGRA Spectra in the Ratiopac Pro enclosure (6U). Contains a multi-frequency AFM board. 6 bipolar high-voltage outputs to control piezo-tube scanners. Designed for a grid of 90-240V, 50Hz/60Hz. Power is 240W. Allows installation of 1+3 additional boards: - High-voltage board to control piezoscanners on flexible guides (BRHV030). - Thermocouple board (BRTC015, BRTC020). - Board to control motors for SNA21064ML (BRMTR020)	73,477
CCD04o	Video microscope with a switchable manual magnification adjustment and a 5 mm fine tuning range. Numerical aperture is 0.1, magnification with 1/3" CCD camera and 19" monitor 85x-1050x, horizontal field of view is 4.5-0.37 mm, horizontal field of view for scanning sensing units is 2-0.37 mm. Resolution is up to 3 µm. With the lens OB006, magnification is 400x-5300x, horizontal field of view is 0.96-0.07 mm. Resolution is up to 1 µm. CCD camera and monitor are not included. For NTEGRA (compatible with SF005NTF).	7,127

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Code	Description	Position cost under the contract with Carnegie Mellon, USD
MNR03B	LCD monitor 21.5". Interfaces: VGA, DVI, HDMI. Black.	934
WSA32	Workstation for SPM control (in a rack-mountable enclosure): Software for receiving and processing images on an IBM compatible workstation (Windows version). Intel Core I5, RAM 4000MB, HDD 500GB, DVD-RW, 3 PCI SLOTS, COM-PORT, Wireless keyboard & mouse, OS Windows	8,388
WT001NTF	Work accessories for NTEGRA	1,437
MSSET/200	A set of AFM probe sensors: 50 pieces - for contact AFM; 100 pieces - for semi-contact AFM; 20 pieces - for SSRM; 25 pieces - for SKM/SCM; 5 pieces - for MFM	4,815
LM532	Diode laser: 532 nm, the main mode is longitudinal, linearly polarized, 20 mW. KineFlex transport fiber system. A set of plasma and Raman filters.	19,948
OMU34	Spectral optomechanical device. Includes a CCD camera with thermoelectric cooling Andor (Idus series), quantum efficiency is up to 95% Configuration for lasers I1 = 473-532 nm, I2 = 633 nm, I3 = 785 nm Photoexcitation channel: <ul style="list-style-type: none"> - Interference optics with high reflectivity (99.9%) - Three laser input ports: 3 singlemode transport fibers, 3 motorized shutters - Motorized neutral variable density filter OD=3 - Polarizer: Glan-Taylor Prism - Motorized beam expander (2x-7x) - 3-position motorized beam divider with the possibility to install 6 step interference filters. Filters are not included - 3-position motorized holder of a half-wave plate (473, 633, 785 nm) Detection channel, range: 450-1050 nm: <ul style="list-style-type: none"> - Confocal Rayleigh scattering module, includes a photomultiplier (200-900 nm) - Motorized analyzer: Glan-Taylor Prism - Motorized 6-position filter holder (d25 mm) - Motorized XYZ-lens for focusing on a crossed slot - Motorized crossed slot (pinhole) Monochromator-Spectrograph: <ul style="list-style-type: none"> - Spectral range is 450-1050 nm - Diffraction grids with Al-coating on the motorized slip 150 pcs /mm, 600 pcs/mm, 1800 pcs/mm, Echelier 75 pcs/mm (for ultra-high spectral resolution). Other grids are delivered by prior agreement - Output port #1: motorized slot, adapter with FC-connector for mating with a transport fiber (photomultiplier, avalanche photodiode) - Output port #2: adapter for installing a CCD camera 	141,433
SNG01	Optical test grid	312

Thus, it can be seen from the information provided that the equipment supplied by the Company under the contract in the territory of the Russian Federation is similar to the equipment that was shipped by the Subsidiary to NT-MDT Service and Logistics Limited, and further to the company registered in the USA. At the same time, the prices set for the equipment for end customers are almost identical, while the Subsidiary carried out delivery to NT-MDT Service and Logistic Limited at the reduced cost.

Considering the fact that a significant stake in NT-MDT Service and Logistics Limited belongs to Bykov V.A. and his sons (the relevant information is given in Section 1.2 of this Report), according to our experts, the terms of the sale contracts considered above resulted as follows:

- 1) the Subsidiary gratuitously financed NT-MDT Service and Logistics Limited by providing it with an interest-free long-term deferral of repayment of goods;
- 2) a substantial part of profits from sales of the equipment under the trademark "NT-MDT" at the world market was concentrated in the foreign company controlled by Bykov V.A. and his relatives.

As a result of these actions, transactions on behalf of the Subsidiary were concluded under the obviously unfavorable terms. As a result, the value of the Company's Subsidiary decreased, the net profit was understated, and consequently, the solvency was lost.

Taking into account the fact that the Subsidiary as of 31.12.2015 was the Company's borrower under loan contracts of 17.09.2013 No 02-09/13bp and of 29.06.2015 No 04-06/15, and the total debt thereon as of the indicated date amounted to 135,419,793.46 rubles, the Subsidiary's insolvency was one of the main factors that led to the Company's bankruptcy. Currently, this amount of debt under the loan is actually uncollectible from the Subsidiary as a result of all the transactions made by its Management.

Section summary:

- the Company's major assets are the intellectual rights to the developed models of scanning probe microscopes that were actually used by third parties controlled by the Company's Director General in the absence of official registration of the trade names;
- a significant number of patents for inventions registered to the Company were lost due to non-payment of the patent fee;
- the major part of the Company's trademarks as of the date of the due diligence was transferred under the license contract to the affiliated organization STC LLC which produced and sold the products developed at the Company's expense, in a group with other organizations controlled by the Company's Director General, with the use of these trademarks and the website previously owned by the Company;

- in the structure of in-progress capital investments in R & D, there is an object the development of which was completed and introduced into production; at the same time, the products under this development are sold by third-party organizations, while the Company is a debtor for the loan raised for the specified development;
- the major part of the loans issued by the Company was issued to affiliated organizations;
- the interest rates on the loans issued by the Company were in some cases lower than the market rates, while the issuance of loans in the presence of significant credit liabilities that are in arrears is an economically inefficient operation in itself;
- the Company's Subsidiary carried out operations on production and export sales of the products based on the Company's scientific developments to the organization controlled by the Company's Director General and his close relatives. These operations in most cases were concluded on the terms that were obviously unfavorable for the Subsidiary, which led to its insolvency and, ultimately, served as one of the main reasons for the Company's bankruptcy.

4. ANALYSIS OF ACCOUNTS RECEIVABLE

According to the data of the accounting registers as of 31.12.2015, the major debtors of the Company in terms of types of debt are presented in the table:

Type of accounts receivable	Contract details	Amount of accounts receivable, rubles
Issued advances		
Kvant LLC	Contract on the debt transfer of 29.04.2015	6,906,480.00
other debts on issued advances	*	1,300,708.47
Consumers and customers		
MEI "Institute of Engineering Physics"	Contract No NT 14 04 34 of 21.07.2014	2,810,000.00
Milton LLC	Contract No 03/03-15/3 of 13.05.2015; contract No 20115 of 01.07.2015	525,353.10
STC LLC	Contract No 03/10-10 of 01.10.2015	479,292.00
NT-MDT CJSC	Sublease contract No 01/02-15/1 of 01.04.2015	140,000.00
other receivables from customers	*	24,259.00
Debt to the budget and off-budget funds	*	1,030,143.26
Interest debts on loans issued by the Company		
Measuring Instruments LLC	Loan contract No 02-09/13bp of 17.09.13; loan contract No 04-06/15 of 29.06.15; contract No HT 01-13bp of 04.02.13	10,938,944.47

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Type of accounts receivable	Contract details	Amount of accounts receivable, rubles
Nanotech-Active CJSC	Loan contract No 01-11/15 of 25.11.15; loan contract No 07/14 of 19.06.14; loan contract No 08/14 of 29.07.14; loan contract No 09/15 of 22.01.15; loan contract No 10/15 of 09.07.15; loan contract No 13/15 of 29.07.15; loan contract No 14/15 of 03.11.15; loan contract No 15/15 of 13.11.15; loan contract No 16/15 of 19.11.15	1,246,939.06
Edelhaus LLC	Target loan contract No 10/2-1 of 01.02.2010	2,000,000.00
other interest debts	•	109,810.10
Total	•	27,511,929.46

During analysis of the composition of accounts receivable, we revealed uncollectible amounts.

As of 31.12.2015, the amount of advances paid to counterparty Kvant LLC included accounts receivable in the amount of 6,906,480.00 rubles. This amount of debt was formed on the basis of the contract on the debt transfer of 29.04.2015 concluded between the Company (the New Debtor) and Kvant LLC (the Original Debtor). In accordance with clause 1.1 of the contract, the Original Debtor transferred and the New Debtor, with the consent of the Creditor (OPTEK LLC), assumed obligations of the Original Debtor to repay to the Creditor the Debtor's debt in the amount of 6,906,480.00 rubles, which arose on the basis of product supply contract of 02.06.2014 No 112077-55-MOV-14/2. According to clause 1.2 of the contract, the Creditor's consent to transfer the debt was received on 29.04.2015.

On the basis of clause 2.4 of the contract, the Initial Debtor undertook to pay to the New Debtor the amount of 6,906,480.00 as a counter satisfaction for taking over the debt in the period until 31.12.2015.

According to the data from the website egrul.nalog.ru, Kvant LLC ceased its activities on 18.11.2015.

Based on the above information, it can be concluded that the Company's Management did not exercise due diligence in concluding the agreement in April 2015 to transfer the debt to the entity that was liquidated in seven months.

Moreover, as it was stated in Section 3.6 "Issued loans" of this Report, the liquidation procedure may be introduced in relation to Nanotech-Active CJSC. In this connection, the interest debt in the amount of 1,246,939.06 rubles has grounds to be considered doubtful.

Section summary:

- accounts receivable in the total amount of at least 8,153,419 rubles are doubtful for collection;
- a significant part of accounts receivable as of 31.12.2015 is the interest debt on the issued loans.

5. ANALYSIS OF LONG-TERM AND SHORT-TERM LIABILITIES OF THE COMPANY

5.1. ACCOUNTS PAYABLE

The table provides information on accounts payable as of 31.12.2015, according to the Company's accounting registers.

Creditor's name	Contract subject	Amount of accounts payable as of 31.12.2015, rubles	Period of occurrence
Accounts payable to suppliers and contractors	*	106,313,108.53	*
Breston LLC*	Supply contract for components No 4/12/15-EL of 12.01.15	9,070,102.21	May, 2015
IE Vlasenko S.V.	Contract for provision of transportation services No 02/12 of 01.01.2012; there is a Resolution of the AU No A40-122290/15 of 02.09.2015 "On recovery of monetary funds in the amount of 1,430,710 rubles". Repayment is within a month after provision of services.	1,836,450.00	March, 2013 – December, 2015
GC TECHPROGRESS LLC*	Supply contract 06/14 of 15.09.2014 Contract 01\15 of 12/01/2014	32,905,449.97	February, 2015 – June, 2015
CDB Dayton OJSC	Lease contract No 5 of 26.06.09	1,447,753.87	October, 2015 – December, 2015
LeaderElectro LLC*	Supply contract No 02/11-12 of 20.11.2012	3,672,059.64	August – September, 2013
LPM Leader LLC*	Supply contract No 011/10-13 of 21.10.2013	12,211,981.27	November, 2013 – February, 2014
Nanotech-Active CJSC	Lease contracts for non-residential premises of 23.09.2011 No 01-10/11 and of 01.08.2015 No 04-08/15	1,113,789.01	April – December, 2015
FSUE Research Institute for Physical Problems named after Lukin	Lease contract No D-30/818 of 11.04.2006	1,052,796.08	November – December, 2015
STC LLC	Product supply contract No 1062015-1 of 15.06.2015; contract No 1208/15 of 01.08.2015 ; product supply contract No 1-101 of 10.07.2015	3,083,847.97	July – October, 2015
PG TECHKOM LLC	Procurement of materials under contract of 02.07.2015 No 02/07-15	16,234,418.26	July – November, 2015
RFTD	Contract No 170 of 16.07.2012	720,000.00	December, 2015
TIC TEHNOKREATIV LLC*	Supply contract for components No 02/15 of 01.01.2015	22,267,133.72	May – October, 2015
Other accounts payable to suppliers and contractors		697,326.53	

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Creditor's name	Contract subject	Amount of accounts payable as of 31.12.2015, rubles	Period of occurrence
Arrears in taxes and insurance contributions		5,807,661.46	4th quarter, 2015
Arrears in wages		1,768,584.93	December, 2015
Total		113,889,354.92	

*The information given in the table is based on the data from the Company's accounting registers. At the same time, there is information from open sources in respect of the specified creditors whose receivables are reflected in accounting registers that they sold the Company's debts to Vario NanoTech LLC (the situation is discussed below), therefore this information is not entirely correct.

It should be noted that a significant part of accounts payable shown in the table was sold by the Company's creditors, which was not reflected in accounting registers.

In accordance with the Decision of the Arbitration Court of Moscow of 03.06.2016 on Case No A40-63450/16-182-637, the court decided to collect in favor of Vario NanoTech LLC in solidarity from NT-MDT LLC and Measuring Instruments LLC the outstanding loan amount and the interest for using the loan in the total amount of 148,280,529.02 rubles, as well as 200,000.00 rubles of expenses under the state fee.

As it follows from the materials of Case No A40-63450/16-182-637, the Company did not pay for goods in the total amount of 104,005,478.58 rubles including VAT 18% under the product supply contracts with counterparties Group of Companies TECHPROGRESS LLC, Trade Industrial Company TECHNOKREATIV LLC, Breston LLC, LPM Leader LLC and LeaderElectro LLC (hereinafter – the Creditors). The said Creditors entered into cession contracts (contracts for non-gratuitous assignment of the rights No 1/14 of 30.09.2014, No 01 of 30.05.2014, No 02/14 of 30.09.2014, No 2/15 of 30.06.2015) and transferred the right to claim the amount of debt for the product supply in the amount of 104,005,478.58 rubles, including VAT 18% to Vario NanoTech LLC. The Agreement on novation of 01.07.2015 No 1/10-14 (hereinafter – the Agreement) was signed between Vario NanoTech LLC and the Company, under which the initial obligation to pay for the goods in the above amount, existing between the Company and the Sellers of goods was replaced by another liability providing for the Company's obligation to transfer the loan in the amount of 104,005,478.58 rubles. The Agreement provided that the loan amount of debt would be determined for the purpose of registering the Company's debt to Vario NanoTech LLC in US dollars at the exchange rate of the Central Bank of the Russian Federation as of the date of concluding the Agreement, namely at the rate of 55.8433 rubles to 1 US dollar, in connection with which the amount was 1,862,518.93 US dollars. The loan was provided for the period of 6 months. Thus, the total amount of debt under the Agreement as of 11.03.2016 amounted to 2,108,275.61 US dollars or 148,280,529.02 rubles, of which the amount of the principal debt was 147,482,672.23 rubles and the interest at the rate of 18% per annum with a monthly capitalization was 797,856.79 rubles, according to the Agreement.

The amount of debt and interest on demand of Vario NanoTech LLC was never repaid on time. This circumstance served as the basis for Vario NanoTech LLC to appeal to the court.

The given information is obtained from open sources (the site arbitr.ru).

Simultaneously with the arrears of the specified accounts payable as of 31.12.2015, the Company had accounts receivable on the loans issued to affiliated companies in the total amount of 145,809,668.67 rubles. Moreover, the interest rates on these loans were significantly lower than the rate under the contract of novation. (More detailed information is set out in Section 3.6 "Issued loans" of this Report).

5.2. THE COMPANY'S DEBT ON LOAN LIABILITIES

The table provides information on the Company's loan liabilities as of 31.12.2015.

Creditor's name	Contract details	Debt on the loan as of 31.12.2015, rubles	Interest rate	Repayment period under the contract
Nanotech-Active CJSC	Interest bearing loan contract No 10-12/15 of 30.12.2015	742,500	10%	until 31.05.2016
	Interest debt	203.42	*	*
SITEK LLC	Interest bearing loan contract No 11/12/15 of 14.12.2015	540,000	8.5%	until 30.05.2016
	Interest debt	1,159.73	*	*
NT-MDT Service & Logistics Ltd. (Ireland)	Loan contract No 1/01/15 of 15.01.2015	13,978,888.88, rubles 175,400, EUR	9%	until 31.12.2015
	Interest debt	1,113,628.79, rubles 16,437.46, EUR	*	*
NT-MDT Service & Logistics Ltd. (Ireland)	Loan contract No 2/05/15 of 19.02.2015	6,375,776, rubles 80,000, EUR	9%	until 31.12.2015
	Interest debt	418,115.92, rubles 6,193.99, EUR	*	*
RFTD	Interest-free target loan contract No 169 of 16.07.2012	96,000,000	0%	on schedule until 20.07.2017
Municipal Fund for Support of Small Business of the Zelenogradsky AO of Moscow	Loan contract No 01/07-DZ of 22.05.2007	1,500,000	12%	until 21.05.2015

As part of long-term loans, the Company had loans raised to develop new products:

- Russian Fund for Technological Development, interest-free target loan contract of 16.07.2012 for development of SPECTRUM

In accordance with interest-free target loan contract No 169 of 16.07.2012 concluded between the Company (the Borrower) and the Federal State Autonomous Institution "Russian Fund for Technological Development" (the Fund), the Fund undertook to provide the Borrower with the target loan in the amount of 96,000,000 rubles. The loan purpose is to conduct research and experimental developments on the subject "Development of combined instruments and Raman spectra measurement techniques for investigation of various materials and bioobjects."

The loan repayment in accordance with Supplementary Agreement No 1 of 30.06.2014 shall be effected in equal installments not later than on the 20th day of each third month starting from 20.09.2015. The loan amount shall be returned to the Fund until 20.07.2017.

If the Borrower complies with obligations to use the debt funds for the intended purpose, no interest for the loan use shall be accrued.

In accordance with the terms of the said contract, the Borrower guarantees that all the rights to the work results, equipment, materials and information created or acquired by the Borrower in or for the performance of works belong to the Borrower, except as otherwise expressly agreed with the Fund. The Borrower has no right to transfer the rights to the work results to third parties without a written agreement with the Fund.

The amount of debt under this contract as of 31.12.2015 is 96,000,000 rubles, of which 24,000,000 rubles are in arrears as of the indicated date.

According to the terms of reference and performance reports under the said contract, the subject of work is the development of the scanning probe microscope Solver Spectrum. In accordance with the technical act of acceptance of the works performed within the framework of R & D as of 02.04.2014, as well as with the act on confirmation of the targeted use of the loan as of 18.04.2014, the development was completed in April, 2014. At the same time, R & D on this subject was included in the in-progress capital investments in intangible assets as of 31.12.2015.

- Municipal Fund for Support of Small Businesses, loan contract No 1/01/07-DZ of 22.05.2007 for the development of the scanning probe nanolaboratory Ntegra (interest contract).

In accordance with loan contract No 1/01/07-DZ of 22.05.2007 concluded with the Municipal Fund for Support of Small Business of the Zelenogradsky AO of Moscow, the Company was provided with the target loan to finance the project "Development and manufacture of a prototype of a new model of the specialized scanning probe nanolaboratory Ntegra". It should be noted that these developments were completed by the Company and introduced into production by other organizations – information on the use is discussed in more detail in section 3.4 "In-progress capital investments in R & D" of this Report.

Short-term loans were received mainly from organizations affiliated with the Company's Director General (Nanotech-Trade CJSC, SITEK LLC, NT-MDT Service & Logistics Ltd. (Ireland)).

On the loans received from NT-MDT Service & Logistics Ltd. (Ireland) in Euros, in addition to the interest for the use of the funds, the Company recognized the negative exchange rate differences in the total amount of 1,797,544.78 rubles due to appreciation of Euro during 2015. In connection with the fact that the Company's Director General has an interest in the organization, as well as taking into account the information on existence of significant amounts of outstanding accounts payable (information is given in Section 5.1 "Accounts payable" of this Report) economic expediency of using debt funds expressed in foreign currency for issuing loans in rubles to affiliated organizations during the period of unstable ruble exchange rate can be questioned.

The total amount of the damage caused may be estimated in the amount of the accrued interest and losses from revaluation of the foreign currency debt which amounted to 3,329 thousand rubles during the analyzed period.

Section summary:

- a significant amount of the debt funds was raised by the Company for the purpose of developing scientific and technical products. The models developed in this way are used in economic interests of third parties, while the debt obligations in full are the Company's burden.
- The Company's Management admitted a deferral of payments on accounts payable with simultaneous presence of large amounts of the loans issued to affiliated organizations; at the same time, these loans were never returned to repay obligations upon receipt of claims from the Company's creditors which was the main factor in the onset of insolvency.

6. ANALYSIS OF TRANSACTIONS ON SALES OF FINISHED PRODUCTS

6.1. ANALYSIS OF AVAILABILITY OF THE COMPANY'S PRODUCTS ANALOGUES AT THE MARKET

The main types of products produced by the Company in the analyzed period are:

- Spectrum - automated AFM-Raman-SNOM system of wide application
- INTEGRA Spectra II - multifunctional automated system for AFM-Raman, SNOM and TERS research
- INTEGRA Spectra - AFM/confocal Raman/fluorescence/SNOM/TERS
- NEXT - AFM/STM for a wide range of research
- OPEN - universal automated AFM
- LIFE - atomic force microscope (AFM)
- INTEGRA Prima - modular SPM (nanolaboratory)
- INTEGRA Aura - AFM for work in a controlled atmosphere, low vacuum, external magnetic fields
- NANOEDUCATOR II - educational and scientific system for teaching the fundamentals of nanotechnology
- SOLVER Pipe – hardware and software system based on atomic force microscopy for nondestructive diagnostics of structural materials

Organizations that produce/sell similar products:

1. Group of companies IMC (IMC Group LLC) (internet site: <http://imc-systems.ru/>)

Products: Scanning probe and atomic force microscopes for research in the field of surface physics and nanotechnology; scanning nanoindentors (nanohardness testers) and scratch testers; profilometers and measuring microscopes (optical, stylus, holographic)

IMC is the official distributor selling the products of JPK Instruments AG (Germany) (manufacturer of nanoanalytical systems based on atomic force microscopy and optical manipulation systems (optical tweezers) for biological sciences and materials science), LynceeTec SA (Switzerland) (equipment for digital holographic microscopy) and ScientaOmicron GmbH (Germany) (probe microscopy, electron spectroscopy and thin-film technologies) in the Russian market.

2. Bruker LLC (Bruker Corporation Group Company) (scanning probe microscopes, atomic force microscopes, bioscope Catalyst-IRIS combine (combines capabilities of two powerful methods for studying the surface: atomic-power microscopy and Raman spectroscopy).

3. Labor-Microscopes (the project for development and creation of microscopes and other optical instruments, presented by the Group of Companies:

Main participants of the project:

NppFocus.com - optical and assembly production, St. Petersburg

Jupiter.spb.ru - engineering support, St. Petersburg

Siams.com - methodological support, Yekaterinburg

Micromed.ru - methodological support, Novosibirsk

Vildis.ru - methodological support, Moscow

Bmsys.ru - licensed sales of medical equipment, St. Petersburg

TeleMedTechnika - systems of images input and analysis in microscopy, St. Petersburg

Production of biological, metallographic, polarizing, stereoscopic and instrumental microscopes).

Due to scientific specifics of the manufactured products, which is associated with individual characteristics of each model (each new model of microscopes is subject to testing and registration; models developed by different manufacturers have individual characteristics), and due to significant differences between the cost of similar models in different configurations, comparison of prices with market analogues of the products manufactured by the Company is difficult.

6.2. ANALYSIS OF TRANSACTIONS ON SALES OF FINISHED PRODUCTS

During analysis of transactions on sales of finished products, we found the following:

In the analyzed periods, export of products under the trademark "NT-MDT" was carried out under the license contract with Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC).

According to the data received from the Unified State Register of Legal Entities, Nanotechnology Instruments CJSC (abbreviated name – NTI CJSC) was reorganized on 09.04.2015 in the form of conversion into Measuring Instruments LLC, the sole founder of which is the Company, while Director General is Viktor Aleksandrovich Bykov.

In the analyzed period, the Company transferred the right to nonexclusive licenses for TM No 188978 (the Company's logo), TM No 367141 "НаноЭдюкатор", TM No 367138 "NanoEducator" to Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC) under license contract of 01.12.2009 No 1, for the period until 01.12.2015. As part of this contract, the Company receives a monthly license fee in the amount of 2,000,000.00 rubles.

The terms of the contract provide for technical and quality indicators of goods produced and distributed by the Licensee using trademarks: 1. "Graphic" No 188978. 2. "NanoEducator" No 367138. 3. "НаноФаб" No 367139. 4. "NanoFab" No 367140. 5. "НаноЭдюкатор" No 367141. Name of products sold under these trademarks: Scanning Probe Microscopes of Solver brand of various modifications; Scanning Probe Microscopes of Smena brand of various modifications; Scanning Probe Microscopes of Ntegra brand of various modifications; Nanofabricks (Nanotechnology systems of various modifications); Nanoeducators (educational systems); Microprobes (cantilevers) and other consumables.

It should be noted that the Company never transferred the rights to use the results of the Company's intellectual activities, in particular, the right to use patents for inventions, secrets of production, etc., to anyone, while Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC) carried out its own production of products, which it sold, in particular for export.

The main financial indicators of Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC) during the analyzed period, which are related to activities on sales of finished products, are listed in the table:

Indicator name	Indicator value (thousand rubles)	
	2014	2015
Revenues, net of VAT	389,153	188,876
including from export operations	217,150	34,779
Net profit for the period	77,282	-29,138
Retained profit as of 31.12.2015	304,909	


At the same time, it should be noted that during the entire analyzed period the Subsidiary never paid any dividends to the Company. The intellectual property which is the main asset of the Company was actually used gratuitously. After the license contract had expired on 01.12.2015, the contract was never renewed, while the volumes of products sales performed by the Subsidiary significantly decreased in 2015, both at the external and internal markets.

It should also be noted that in 2016, the Company concluded the license contract with STC LLC (the affiliated company) to provide it with the right to use NT-MDT and NanoEducator trademarks. The rights to use this intellectual property in part of patents for inventions and secrets of production were never transferred, while STC LLC and other companies of the group to which it belongs are currently manufacturing and selling probe scanning microscopes on the basis of certificates of approval for the type of measuring instruments, issued by the Federal Agency for Technical Regulation and Metrology to the Company. In particular, information on the goods sold by the group is available on the website www.ntmdt-si.ru.

On 15.11.2016, a press release on reorganization was published on the said website and contained the following information: "NT-MDT, the leading manufacturer of scanning probe microscopes (SPM), announces reorganization of its corporate structure into NT-MDT Spectrum Instruments Group. The new group of companies invariably continues to provide its customers with instruments with the widest range of SPM modes in combination with reliable and easy-to-use optical methods: confocal Raman microscopy (nano-Raman), near-field scanning microscopy in a scattering mode (s-SNOM), infrared nanoscale spatial resolution microscopy and spectroscopy. The high level of after-sales service and technical support of customers of such powerful integrated systems allows NT-MDT Spectrum Instruments Group to retain and strengthen its leading positions of the manufacturer of high-tech scientific instruments for research and production organizations."






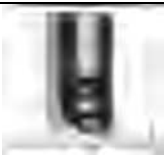

As stated in Section 1 "Analysis of the Company's owners structure" of this Report, NT-MDT Spectrum Instruments Group was registered on 03.06.2015, while its owners are Bykov Andrey Viktorovich (84%) and Kotov Vladimir Valerievich (16%).

NT-MDT Spectrum Instruments Group sells the following products on the website www.ntmdt-si.ru:

Model name	Model description	Visual image	Comments
<u>TITANIUM</u>	Innovation in AFM. New Revolution Cartridge with multi-probe technology for automated change of AFM sensors. Hybrid technique uses an innovative approach to precise display of AFM data and provides clear quantitative results in nanomechanical research. Precise control of the probe-sample interaction forces provides critical advantages over conventional AFM methods.		This microscope model is registered in the State Register of measuring instruments to STC LLC, while the Company had carried out operations on sales of the specified product before the date of its registration in the Register




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Model name	Model description	Visual image	Comments
AFM-Raman-SNOMs:			
<u>INTEGRA Spectra</u>	Integration of AFM and confocal microscopy/ Raman spectroscopy. The use of probe-enhanced Raman scattering makes it possible to achieve 15 nm spatial resolution in microscopy and spectroscopy.		This model is registered in the State Register of measuring instruments to the Company (the registration expires on 07.05.2020)
<u>INTEGRA Spectra II</u>	Multifunctional automated AFM-Raman, SNOM and TERS system.		-
<u>SPECTRUM</u>	AFM-Raman-SNOM automated measuring system based on the wide-field optical microscope Mitutuyo. The widest set of measuring techniques.		It was developed by the Company with the funds of targeted financing of the Russian Fund for Technological Development
Modular SPMs:			
<u>INTEGRA Prima</u>	Modular SPM can be configured to conduct highly specialized AFM and STM research.		This model is registered in the State Register of measuring instruments to the Company (the registration expires on 07.05.2020)
<u>INTEGRA Aura</u>	AFM for operation in a controlled atmosphere, low vacuum, external magnetic fields.		This model is registered in the State Register of measuring instruments to the Company (the registration expires on 07.05.2020)
Automated AFMs:			
<u>NEXT</u>	Integral automated AFM/STM measuring system of wide application.		This model was initially registered in the State Register of measuring instruments to the Company (the registration expired on 01.06.2014). At the moment, according to the information from the State Register, there is a certificate issued to STC LLC, which expires on 18.05.2021
<u>OPEN</u>	SPM OPEN has a wide range of measurement methods and combines high resolution and flexibility of applications.		This model is registered in the State Register of measuring instruments to the Company (the registration expires on 07.05.2020)

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Model name	Model description	Visual image	Comments
<u>LIFE</u>	Integrated with an inverted optical AFM-microscope, designed for biological and medical research under conditions close to physiological.		This model is registered in the State Register of measuring instruments to the Company (the registration expires on 07.05.2020)
Specialized SPMs:			
<u>NANOEDUCATOR II</u>	Educational scanning probe microscope for teaching the fundamentals of probe microscopy and nanotechnology		This model was initially registered in the State Register of measuring instruments to the Company (the registration expired on 01.06.2014).
<u>SOLVER Pipe</u>	Diagnostic system based on atomic force microscope for early detection of defects in metal structures of operating equipment		-

Thus, as can be seen from the information presented above, NT-MDT Spectrum Instruments Group sells the products, a significant part of which was developed by the Company, while the rights to use this intellectual property (with the exception of the rights to use the Company's trademarks) were never transferred on indemnity basis.

6.3. BUSINESS TRAVEL EXPENSES

As part of the Company's current costs, we identified a significant amount of travel expenses for trips abroad. At the same time, during the analyzed period the Company carried out export operations only to Kazakhstan. The main share of sales operations was carried out domestically.

The table provides information on the total amount of travel expenses for overseas business trips made during 2014-2015.

City (Country) to which the employee was sent on a business	Full name of the employee	Amount of travel expenses, rubles
Amsterdam (Netherlands)	Demirchiev Dmitry Dimitriyevich	210,331.40
Amsterdam (Netherlands)	Kalinin Arseniy Sergeevich	48,644.61
Amsterdam (Netherlands)	Leesment Stanislav Igorevich	79,435.29
Belgrade (Serbia)	Leesment Stanislav Igorevich	31,585.91
Warsaw (Poland)	Kuznetsov Evgeniy Vladimirovich	114,769.21
Dresden, Berlin (Germany)	Leesment Stanislav Igorevich	24,452.93
Dusseldorf (Germany)	Leesment Stanislav Igorevich	67,264.70
Copenhagen (Denmark)	Leesment Stanislav Igorevich	39,148.09
Krakow (Poland)	Kuznetsov Evgeniy Vladimirovich	46,804.57
Madrid (Spain)	Leesment Stanislav Igorevich	13,527.00
Paris-Dublin-Amsterdam	Demirchiev Dmitry Dimitriyevich	38,120.11
Prague	Kuznetsov Evgeniy Vladimirovich	67,721.84
Rome-Paris-Basel	Leesment Stanislav Igorevich	86,698.60

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City (Country) to which the employee was sent on a business	Full name of the employee	Amount of travel expenses, rubles
Singapore	Leesment Stanislav Igorevich	131,840.58
Phoenix (USA)	Leesment Stanislav Igorevich	196,820.97
Frankfurt, Prague, Vienna	Kuznetsov Evgeniy Vladimirovich	20,590.59
Shannon (Ireland)	Leesment Stanislav Igorevich	54,998.20
Shanghai (China)	Kuznetsov Evgeniy Vladimirovich	63,121.64
Total		1,221,673.66

In the absence of any economic relations with companies in these countries, expediency of the expenses incurred can be questioned.

Section summary:

- o a significant part of the scientific products developed in the Company was produced and sold by other organizations, both during the analyzed period and at the time of the due diligence;
- o based on the information obtained from open sources, we can conclude that the Company's business was transferred to another legal entity structure by transferring the rights to use the Company's trademarks, as well as by official announcements on restructuring made by the persons who are the Company's representatives (Director General Bykov V.D.);
- o in the absence of any facts testifying that the Company sold its products for export, the expenses for overseas business trips may be recognized as economically inefficient or carried out in the interests of other legal entities.

7. FINANCIAL ANALYSIS

The Company's financial analysis is based on the data from its financial statements for the period from 01.01.2014 to 31.12.2015.

In the course of analysis, we calculated key ratios of the Company's financial and economic activities (indicators of solvency, financial stability and economic activity) and made a final conclusion regarding its financial state. The Company's activities are attributed to the branch "Scientific Research and Development in the Field of Natural and Technical Sciences" (OKVED - 73.10), which was taken into account in qualitative assessment of the values of financial indicators.

Main indicators of assets, liabilities and financial results of the Company's activities

The main indicators of the Company's assets and liabilities are based on the data contained in financial statements (balance sheet, statement of financial results), accounting registers and management accounting.

Main financial indicators for calculation of the ratios

Indicator name	Indicator value									Deviation as of 31.12.2015 from 31.12.2013
	31.12.2013	31.03.2014	30.06.2014	30.09.2014	31.12.2014	31.03.2015	30.06.2015	30.09.2015	31.12.2015	
Total assets (liabilities)	263,883	300,537	306,465	297,837	280,200	351,369	392,555	379,446	357,903	94,020
Variation	X	36,654	5,928	(8,628)	(17,637)	71,169	41,186	(13109)	(21,543)	X
Adjusted non-current assets	183,099	183179	183,874	181,636	189,394	193,286	192,249	189,252	185120	2,021
Variation	X	80	695	(2,238)	7,758	3,892	(1,037)	(2,997)	(4132)	X
Current assets	80,784	117,358	122,591	116,201	90,806	158,083	200,306	190194	172,783	91,999
Variation	X	36,574	5,233	(6,390)	(25,395)	67,277	42,223	(10112)	(17411)	X
Long-term accounts receivable	-	-	-	-	-	-	-	-	-	-
Variation	-	-	-	-	-	-	-	-	-	-
Liquid assets	78,330	106,093	116,242	82,251	90,806	132719	173104	166,199	172,783	94,453
Variation	X	27,763	10149	(33,991)	8,555	41,913	40,385	(6,905)	6,584	X
Most liquid current assets	43,720	43,441	61,448	57,553	64,629	81,370	102,483	136,329	144106	100,386
Variation	X	(279)	18,007	(3,895)	7,076	16,741	21,113	33,846	7,777	X
Short-term accounts receivable	32,227	60,376	53,026	23,078	24,551	50,025	69179	28,627	27,512	(4,715)
Variation	X	28,149	(7,350)	(29,948)	1,473	25,474	19154	(40,552)	(1,115)	X
Potential current assets to be	-	-	-	-	-	-	-	-	-	-
Variation	-	-	-	-	-	-	-	-	-	-
Own funds	106,999	107,130	107,233	110,355	114152	116,397	124,790	124,743	123,344	16,345
Variation	X	131	103	3122	3,797	2,245	8,393	(47)	(1,399)	X
Debtor's liabilities	156,885	193,409	199,234	187,482	166,049	234,972	267,767	254,705	234,559	77,674
Variation	X	36,524	5,825	(11,752)	(21,433)	68,923	32,795	(13,062)	(20,146)	X
Long-term debtor's liabilities	74,900	74,900	98,400	98,400	98,400	98,400	97,500	97,500	97,500	22,600
Variation	X	0	23,500	0	0	0	(900)	0	0	X
Current debtor's liabilities	81,985	118,509	100,834	89,082	67,649	136,572	170,267	157,205	137,059	55,074
Variation	X	36,524	(17,675)	(11,752)	(21,433)	68,923	33,695	(13,062)	(20,146)	X

Indicator name	Indicator value									Deviation as of 2015 from 2013
	2013	1st quarter 2014	half-year 2014	9 months 2014	2014	1st quarter 2015	half-year 2015	9 months 2015	2015	
Net revenue	131,726	36,575	81,000	89,791	146,006	24,564	98,994	158,711	209,954	78,228
Variation	X	(95151)	44,425	8,791	56,215	(121,442)	74,430	59,717	51,243	X
Gross revenue	152189	43158	95,580	105,662	171,996	28,986	116814	187,280	247,746	95,557
Variation	X	(109,031	52,422	10,082	66,334	(143,010	87,828	70,466	60,466	X
Average monthly revenue	12,682	14,386	15,930	11,740	14,333	9,662	19,469	20,809	20,646	7,963
Variation	X	1,704	1,544	(4190)	2,593	(4,671)	9,807	1,340	(163)	X
Net profit (loss)	7,829	132	300	13	403	2,244	6,587	6,540	5,033	(2,796)
Variation	X	(7,697)	168	(287)	390	1,841	4,343	(47)	(1,507)	X

As of the last day of the analyzed period, 52% of the Company's assets were accounted by their non-current part, while current assets accounted for 48%. At the same time, the main part of current assets is the loans issued to other organizations (83%), including the Subsidiary. During the analyzed period, the value of total assets increased by 94,020 thousand rubles, which is 36%. The major part of the variation is accounted for current assets.

At the same time, the Company's own funds as of 31.12.2015 increased by 15% amounting to 123,344 thousand rubles (or 21% of the total capital), while the Company's current liabilities significantly increased by 55,074 thousand rubles (67%).

Growth of current assets is associated with increase in the Company's current liabilities, namely in increase of outstanding accounts payable and with raising of debt funds. This is caused by the fact that the Company did not use free funds to repay its current liabilities to suppliers but directed them to issue loans to third parties, which deteriorated the Company's solvency and financial stability.

Information on the loans issued is detailed in Section 3.6 "Issued loans" of this Report.



ANALYSIS OF THE COMPANY'S SOLVENCY

Coefficients that characterize the debtor's solvency

Financial ratio name	Ratio value									Deviation as of 31.12.2015 from 31.12.2013
	31.12.2013	31.03.2014	30.06.2014	30.09.2014	31.12.2014	31.03.2015	30.06.2015	30.09.2015	31.12.2015	
Absolute liquidity ratio	0.53	0.37	0.61	0.65	0.96	0.60	0.60	0.87	1.05	0.52
Variation	X	-0.17	0.24	0.04	0.31	-0.36	0.01	0.27	0.18	X
Current liquidity ratio	0.96	0.90	1.15	0.92	1.34	0.97	1.02	1.06	1.26	0.31
Variation	X	-0.06	0.26	-0.23	0.42	-0.37	0.04	0.04	0.20	X
Indicator of the debtor's liabilities security with its assets	1.67	1.50	1.51	1.41	1.69	1.39	1.36	1.40	1.53	-0.14
Variation	X	-0.17	0.01	-0.10	0.28	-0.30	-0.02	0.03	0.13	X
Degree of solvency for current liabilities	6.46	8.24	6.33	7.59	4.72	14.13	8.75	7.55	6.64	0.17
Variation	X	1.77	-1.91	1.26	-2.87	9.42	-5.39	-1.19	-0.92	X

The absolute liquidity ratio as of 31.12.2015 was 1.05, which is 0.52 higher than as of 31.12.2013. The optimal value of the indicator is in the range from 0.2 to 0.5. The indicator value is higher than the normative value, which indicates inefficient and irrational use of the funds that could be used to develop the Company. The Company's highly liquid assets include the funds provided as loans to the Company's affiliates. In spite of the fact that these funds could be claimed from affiliated organizations for the purpose of repayment of obligations, the Company, nevertheless, has overdue accounts payable and debts on loans and borrowings.

In comparison with the previous period, the value of the current liquidity ratio increased by 0.31 and amounted to 1.26, which is insignificantly lower than the normative value, which is in the range from 1.5 to 2.0.

The indicator of the debtor's liabilities security with its assets was 1.53 as of 31.12.2015 and 1.67 as of 31.12.2013. The value of the optimal indicator is more than 1. Thus, the values of the asset security indicator are within the normative values; however, in comparison with the previous period, we can notice its decrease.

The degree of solvency on current liabilities on the last day of the analyzed period was 6.6. That is, the Company could obtain revenues that are equal in size to existing current liabilities in 6.6 months, with the allowable value of 6 or less. It should be noted that in 2014 this indicator was 4.7 months. Thus, our experts note deterioration of solvency on current liabilities. At the same time, it should be noted that, since orders for the products manufactured by the Company are individual, this indicator rather demonstrates general decrease in revenue and increase in non-payments on liabilities during 2015.

Based on the data obtained, our experts concluded that the Company's unsustainable financial condition had already come in 2014, and its Management never took any measures to normalize the Company's financial stability.

ANALYSIS OF THE COMPANY'S FINANCIAL STABILITY

Coefficients that characterize the debtor's financial stability

Financial ratio name	Ratio value									Deviation as of 31.12.2015 from 31.12.2013
	31.12.13	31.03.14	30.06.14	30.09.14	31.12.14	31.03.15	30.06.15	30.09.15	31.12.15	
Equity (financial independence) ratio	0.41	0.36	0.35	0.37	0.41	0.33	0.32	0.33	0.34	-0.06
Variation	X	-0.05	-0.01	0.02	0.04	-0.08	-0.01	0.01	0.02	X
Working capital ratio	-0.94	-0.65	-0.63	-0.61	-0.83	-0.49	-0.34	-0.34	-0.36	0.58
Variation	X	0.29	0.02	0.01	-0.22	0.34	0.15	0.00	-0.02	X
Share of overdue accounts payable in liabilities	3.67%	3.23%	3.16%	3.26%	12.22%	7.83%	7.01%	10.81%	34.51%	30.84%
Variation	X	-0.45%	-0.06%	0.09%	8.97%	-4.39%	-0.82%	3.80%	23.71%	X
Ratio of accounts receivable to total assets	0.12	0.20	0.17	0.08	0.09	0.14	0.18	0.08	0.08	-0.05
Variation	X	0.08	-0.03	-0.10	0.01	0.05	0.03	-0.10	0.00	X

The Company's equity ratio as of 31.12.2015 was 0.34 and decreased by 0.06 in comparison with the value as of 31.12.2013. The normative value of the indicator should be more than 0.5. The obtained value indicates insufficient share of own funds in the Company's total capital and deterioration of its financial condition in comparison with 2013 and 2014.

The ratio of working capital as of 31.12.2015 was 0.36. The normative value of the ratio is more than 0.1. Thus, the Company's equity does not cover even its non-current assets. Compared to 31.12.2013, the value of the ratio increased by 0.58, but the ratio of working capital during the analyzed period did not correspond to the normative value and was extremely unsatisfactory. Increase in the ratio was mainly caused by increase in the amount of current assets.

If we look at the ratio of overdue accounts payable, it is evident that the share of overdue accounts payable in the Company's total debt was 34.51% as of 31.12.2015. In the analyzed period, the share of overdue accounts payable increased by 30.84%.

At the same time, our experts note that, despite the growth of overdue accounts payable and the negative value of the ratio of working capital, the Company continued to provide loans to third parties in 2015. In 2015, it issued loans in the amount of 185,394 thousand rubles, in particular to:

- Measuring Instruments LLC (100% subsidiary) in the amount of 99,035 thousand rubles.
- Nanotech-Active CJSC (100% controlled by Bykov A.V.) in the amount of 9,135 thousand rubles.

The indicator of the ratio of accounts receivable to total assets in the analyzed period did not exceed the established limits: while the normative value for the indicator is less than 0.4, its value as of 31.12.2015 was 0.08. The insignificant amount of this indicator is associated with the small amount of accounts receivable in the assets structure, both due to decrease in sales of finished goods, and to the absence of significant non-payments of debtors.

Coefficients that characterize the debtor's business activity

Indicator name	Indicator value									Deviation as of 31.12.2015 from 31.12.2013
	31.12.2013	31.03.2014	30.06.2014	30.09.2014	31.12.2014	31.03.2015	30.06.2015	30.09.2015	31.12.2015	
Return on assets	2.97%	0.18%	0.20%	0.01%	0.14%	2.55%	3.36%	2.30%	1.41%	-1.56%
Variation	X	-2.79%	0.02%	-0.19%	0.14%	2.41%	0.80%	-1.06%	-0.89%	X
Net profit margin	5.14%	0.31%	0.31%	0.01%	0.23%	7.74%	5.64%	3.49%	2.03%	-3.11%
Variation	X	-4.84%	0.01%	-0.30%	0.22%	7.51%	-2.10%	-2.15%	-1.46%	X

Return on assets during the analyzed period (31.12.13-31.12.15) decreased insignificantly by 1.56% and amounted to 1.41%. Net profit margin decreased by 3.11% and amounted to 2.03%

It should be noted that return on assets and net profit margin in 2015 increased insignificantly in comparison with 2014, which is associated with increase in other revenues in the form of exchange differences, but not with increase in gross profit, and despite the increase in the indicators, they continued to be unsatisfactory.

Section summary:

- in the analyzed period, the ratios of absolute and current liquidity increased and were at the level of the normative indicators or exceeded them, which indicates inefficient use of funds in the current situation;
- the value of the indicator of the Company's liabilities security with its assets decreased but was within the limits of the normative values;
- the degree of solvency on current obligations significantly deteriorated in the analyzed period;
- in the analyzed period, the Company's financial stability and sustainability decreased, while dependency on external creditors increased;
- the negative value of the working capital ratio during the entire analyzed period indicates that the Company's own funds are not sufficient even to cover non-current assets;
- the indicator value of the ratio of accounts receivable to total assets was within the normative value, but it is rather associated with decrease in sales volumes and indicates the minor role of sales operations in the Company's activities;
- the level of return on assets and net profit margin indicates the lack of profitability from the Company's main activity in the analyzed periods.

December 22, 2016

Director General of LLC ICLC

/Signature/

D.M. Vinokurov

Qualification certificate of the Ministry of Finance of the Russian Federation for the right to carry out auditing activities in the field of general audit No K 012362, issued on the basis of the Decision of the Central Accreditation and License Audit Committee (CALAC) of the Ministry of Finance of the Russian Federation of 25.01.2001 (Minutes No 88 of the CALAC of the Ministry of Finance of Russia), extended for an unlimited period from 24.02.2004

/Stamp/

Manager of Due Diligence

/Signature/

N.D.

Kuznetsova

Qualification certificate of the auditor for the right to carry out auditing activities in the field of general audit No 03-000024, issued on the basis of the Decision of the Self-Regulating Organization of Auditors NP "Moscow Audit Chamber" of 21.09.2011, Minutes No 164, for an unlimited period

One copy of the report obtained:

«__» _____ 201__ (signature) (clarification of signature)



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The list of patents for inventions that have lost their validity as of the date of the examination

Ser. No	Patent title	Patent number	Date of registration	Notes
1	Probe sensor based on a quartz resonator for a scanning probe microscope	2297053	29.08.2005	Fee: accounted for 3 year from 30.08.2007 to 29.08.2008
2	Scanning probe microscope combined with a device for modifying the surface of an object	2282257	24.08.2005	Fee: accounted for 6 year from 25.08.2010 to 24.08.2011
3	Probe sensor based on a quartz resonator for a scanning probe microscope	2297054	24.08.2005	Fee: accounted for 6 year from 25.08.2010 to 24.08.2011
4	Probe for scanning capacitive microscopy	2289862	23.12.2004	Fee: accounted for 10 year from 24.12.2013 to 23.12.2014
5	Magnet-force microscope with a variable magnet	2276794	18.11.2004	Fee: accounted for 8 year from 19.11.2011 to 18.11.2012
6	Method for registering the cantilever deflection of a scanning microscope probe with an optical lens	2279151	12.11.2004	Fee: accounted for 11 year from 13.11.2014 to 12.11.2015
7	Scanning probe microscope combined with a device for cutting thin layers of an object	2287129	01.10.2004	Fee: accounted for 8 year from 02.10.2011 to 01.10.2012
8	Small-size scanning probe microscope	2258901	09.09.2004	Fee: accounted for 8 year from 10.09.2011 to 09.09.2012
9	Cryogenic size scanning probe microscope	2271583	09.09.2004	Fee: accounted for 8 year from 10.09.2011 to 09.09.2012
10	Method for manufacturing composite cantilevers for a scanning probe microscope	2340963	30.08.2004	Fee: accounted for 5 year from 31.08.2008 to 30.08.2009
11	Resonance device based on a quartz resonator for a scanning probe microscope	2358340	30.08.2004	Fee: accounted for 5 year from 31.08.2008 to 30.08.2009
12	Device for electrostatic cantilever excitation in scanning probe microscopy	2259607	30.12.2003	Fee: accounted for 11 year from 31.12.2013 to 30.12.2014
13	Multifunctional piezos scanner and a scanning method in probe microscopy	2248628	15.10.2003	Fee: accounted for 9 year from 16.10.2011 to 15.10.2012
14	Scanning probe microscope with a scanner equivalent	2249264	03.10.2003	Fee: accounted for 9 year from 04.10.2011 to 03.10.2012
15	Scanning probe microscope with an electrochemical cell	2248600	26.09.2003	Fee: accounted for 10 year from 27.09.2012 to 26.09.2013
16	Multi-probe cantilever sensor for a scanning probe microscope	2249263	26.09.2003	Fee: accounted for 8 year from 27.09.2010 to 26.09.2011

Ser. No	Patent title	Patent number	Date of registration	Notes
17	Method for detecting toxic proteins based on scanning probe microscopy	2267787	16.07.2004	Fee: accounted for 4 year from 17.07.2006 to 16.07.2007
18	Scanning probe microscope combined with a device for mechanical modification of the surface of an object	2233490	05.06.2003	Fee: accounted for 8 year from 06.06.2010 to 05.06.2011
19	Device for maintaining the temperature of an object for scanning probe microscopes	2244948	05.06.2003	Fee: accounted for 9 year from 06.06.2011 to 05.06.2012
20	Test structure for calibrating a scanning probe microscope	2244254	28.02.2003	Fee: accounted for 13 year from 01.03.2015 to 28.02.2016
21	Optical probe based on a quartz resonator for a scanning probe microscope	2221287	14.03.2002	Fee: accounted for 10 year from 15.03.2011 to 14.03.2012
22	Probe based on a quartz resonator for a scanning probe microscope	2208763	01.11.2001	Fee: accounted for 8 year from 02.11.2008 to 01.11.2009
23	Carrier of conducting probes for scanning probe microscopes	2208845	01.11.2001	Fee: accounted for 8 year from 02.11.2008 to 01.11.2009
24	Wide-field scanning probe microscope	2210730	01.11.2001	Fee: accounted for 6 year from 02.11.2006 to 01.11.2007
25	Heating device for scanning probe microscopes	2218562	01.11.2001	Fee: accounted for 4 year from 02.11.2004 to 01.11.2005
26	Scanning probe microscope combined with an inverted optical microscope	2180726	25.05.2001	Fee: accounted for 12 year from 26.05.2012 to 25.05.2013
27	Scanning probe microscope with a liquid cell	2210731	12.04.2002	Fee: accounted for 12 year from 13.04.2012 to 12.04.2013
28	Scanning probe microscope with a liquid cell	2210818	12.04.2001	Fee: accounted for 7 year from 13.04.2007 to 12.04.2008
29	Method for measuring the characteristics of a near-surface magnetic field using a scanning probe microscope	2193769	14.12.2000	Fee: accounted for 9 year from 15.12.2008 to 14.12.2009
30	Method for forming the sensor element of a scanning probe microscope	2220429	22.05.2000	Fee: accounted for 12 year from 23.05.2011 to 22.05.2012
31	Ultra-high vacuum transport system for scanning probe microscopes	2158454	22.04.1999	Fee: accounted for 6 year from 23.04.2004 to 22.04.2005
32	Scanning probe microscope	2159454	22.04.1999	Fee: accounted for 6 year from 23.04.2004 to 22.04.2005
33	Heating device for scanning probe microscopes	2169440	22.04.1999	Fee: accounted for 6 year from 23.04.2004 to 22.04.2005

Ser. No	Patent title	Patent number	Date of registration	Notes
34	Scanning probe microscope	2152063	16.01.1997	Fee: accounted for 8 year from 17.01.2004 to 16.01.2005
35	Ultrahigh-vacuum scanning probe microscope	2152103	22.11.1996	Fee: accounted for 8 year from 23.11.2003 to 22.11.2004
36	Ultrahigh-vacuum scanning probe microscope	2161343	22.11.1996	Fee: accounted for 8 year from 23.11.2003 to 22.11.2004
37	Test structure for calibrating a scanning probe microscope	2121656	10.11.1998	Fee: accounted for 4 year from 09.05.2000 to 08.05.2001
38	Method for forming the cantilever of a scanning probe microscope	2121657	10.11.1998	Fee: accounted for 4 year from 09.05.2000 to 08.05.2001
39	Test structure for determining the shape and geometric dimensions of the needle of a scanning probe microscope	2121130	27.10.1998	Fee: accounted for 5 year from 12.02.2001 to 11.02.2002
40	Test structure for calibrating a scanning probe microscope	2121131	27.10.1998	Fee: accounted for 5 year from 12.02.2001 to 11.02.2002
41	Multi-probe cantilever for a scanning probe microscope	2124251	27.12.1998	Fee: accounted for 4 year from 07.12.1999 to 06.12.2000
42	Cantilever for a scanning probe microscope	2124780	10.01.1999	Fee: accounted for 4 year from 07.12.1999 to 06.12.2000
43	Scanning probe microscope	2494406	14.12.2009	Fee: accounted for 4 year from 15.12.2012 to 14.12.2013
44	Scanning probe microscope, combined with a device for measuring mass and dissipative properties	2407021	04.12.2008	Fee: accounted for 7 year from 05.12.2014 to 04.12.2015
45	Scanning probe microscope for biological applications	2472165	27.10.2008	Fee: accounted for 7 year from 28.10.2014 to 27.10.2015
46	Scanning probe microscope with a controlled measuring environment	2401983	04.02.2008	Fee: accounted for 7 year from 05.02.2014 to 04.02.2015
47	Multi-probe module for a scanning microscope	2306524	29.06.2006	Fee: accounted for 6 year from 30.06.2011 to 29.06.2012
48	Probes based on a piezoceramic tube for a scanning probe microscope	2300150	08.11.2005	Fee: accounted for 7 year from 09.11.2011 to 08.11.2012

List of documents submitted

Ser. No	Name of documents
1.	Charter of the Company
2.	Contracts on issued and received credits and loans
2.1.	Nanotech-Trade CJSC Loan contract No 06-01/14 of 21.01.2014; Interest bearing loan contract No 07-12 / 4 of 18.12.2014
2.2.	SITEK LLC Interest bearing loan contract No 01/07/15 of 28.07.2015 Interest bearing loan contract No 02/07/15 of 29.07.2015 Interest bearing loan contract No 03/10/15 of 21.10.2015 Interest bearing loan contract No 04/10/15 of 22.10.2015 Interest bearing loan contract No 05/10/15 of 26.10.2015 Interest bearing loan contract No 06/11-15 of 02.11.2015 Interest bearing loan contract No 07/11-15 of 13.11.2015 Interest bearing loan contract No 08/11-15 of 19.11.2015 Interest bearing loan contract No 09/11-15 of 23.11.2015 Interest bearing loan contract No 10/11-15 of 24.11.2015 Interest bearing loan contract No 11/12/15 of 14.12.2015 Interest bearing loan contract No 3/01-14 of 21.01.2014 Interest bearing loan contract No 5/01-14 of 01.04.2014 Interest bearing loan contract No 6/04-14 of 29.04.2014
2.3.	TechnoPromSystems LLC Interest bearing loan contract No PZ14-14 of 06.02.2014 Interest bearing loan contract No PZ17-15 of 24.03.2015
2.4.	NT-MDT Service and Logistics Limited Loan contract 1/01/15 Loan contract 1/06/14 Loan contract 2/05/15 Loan contract 2/06/14
2.5.	Municipal Fund for Support of Small Businesses Loan contract (interest contract) 01/07-DZ of 22.05.07
2.6.	Russian Fund for Technological Development Interest-free target loan contract No 169 of 16.07.2012
2.7.	Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC) Loan contract No 02-09/13bp of 17.09.13 Loan contract No 04-06/15 of 29.06.15 Loan contract No HT 01-13bp of 04.02.13 Loan contract No 02-09/13bp of 17.09.13 Loan contract No HT01-13bp of 04.02.13
2.8.	Nanotech-Active CJSC Loan contract No 01-11/15 of 25.11.2015 Loan contract No 07/14 of 19.06.2014 Loan contract No 08/14 of 29.07.2014 Loan contract No 09/15 of 22.01.2015 Loan contract No 10/15 of 09.07.2015 Loan contract No 13/15 of 29.07.2015 Loan contract No 14/15 of 03.11.2015 Loan contract No 15/15 of 13.11.2015 Loan contract No 16/15 of 19.11.2015 Loan contract No 17/15 of 19.11.2015

Ser. No	Name of documents
2.9.	NT-MDT LLC Loan contract No 01/11 of 21.11.2014 Loan contract No 02/12 of 22.12.2014 Loan contract No 03/15 of 19.01.2015 Loan contract No 04/15 of 10.07.2015
2.10.	FSBI Fund for Assistance to Small Innovative Enterprises in the Scientific and Technical Sphere Contract No 12245r/23272 of 29.08.2013
2.11.	Edelhaus LLC, target loan contract No 10/2-1 of 01.02.2010
3.	Contracts on guarantees made
4.	Contracts with suppliers and primary documents thereto:
4.1.	GC TECHPROGRESS LLC, product supply contract No 06/14 of 15.09.2014
4.2.	Dayton OJSC, lease contract No 5 of 26.06.2009
4.3.	Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC) product supply contract No 07/13-12 of 02.12.2013 product supply contract No 02/04-14 of 24.04.2014
4.4.	LeaderElectro LLC, product supply contract No 02/11-12 of 20.11.2012
4.5.	LPM Leader LLC, product supply contract No 011/10-13 of 21.10.2013
4.6.	STC LLC contract No 1208/15 of 01.08.2015 product supply contract No 1062015-1 of 15.06.2015 product supply contract No 1062015-2 of 10.06.2015 product supply contract No 1-101 of 10.07.2015
4.7.	Kvant LLC, contract on transfer of debt of 29.04.2015
4.8.	Russian Foundation for Technological Development, contract No 170 of 16.07.2012
4.9.	IE Skachkov A.B., product supply contract No NT 13 08 14/1 of 20.01.2014
4.10.	ESTO-Integration CJSC, contract No 13/15 of 08.06.2015
4.11.	FSAEI HPE "Southern Federal University" contract for research works No 301*213.01-14/2015-25 of 03.08.2015
4.12.	SOL Instruments LLC contract No 643/15-17-1 of 03.06.15 contract No 643/15-28-1 of 20.08.15
5.	Contracts with consumers and primary documents thereto:
5.1.	Aerotek LLC, contract No NT 12 10 74 of 05.05.2015
5.2.	Eurotech LLC, contract No 14 11 71 of 25.11.2014
5.3.	IBMC RAMS, contract No 037310010163000033-0041007-01 of 16.09.2013
5.4.	FSBI RAS, contract No 15 03 150 of 14.04.2015
5.5.	Measuring Instruments LLC, license contract No 1 of 01.12.2009
5.6.	Integrated Supplier LLC contract No 13 05 36 of 25.02.2015 contract No 14 05 115 of 19.05.2015
5.7.	LABCENTER CJSC, contract No 15 03 79 of 21.05.2015
5.8.	Magnateks LLC contract No 13 10 68 of 11.02.2015 contract No 14 10 116 of 02.02.2015
5.9.	MISA, contract No G-219-193-14 of 23.12.2014
5.10.	MEI "Institute of Engineering Physics", contract No NT 14 04 34 of 21.07.2014
5.11.	Nanotech-Trade CJSC contract No NTT011015 of 01.10.2015 contract No TT31502337696 of 28.05.2015
5.12.	SPC Dipol CJSC, equipment supply contract No 13 12 128 of 08.07.2014
5.13.	NT-SPb LLC, contract No NT 10/15 of 12.10.2015

Ser. No	Name of documents
5.14.	VECTOR LLC contract No 14 01 05 of 30.01.2014 contract No 14 01 09 of 30.01.2014 contract No 14 01 10 of 30.01.2014
5.15.	PERSPECTIVE LLC, contract No 14 07 45 of 10.07.2014
5.16.	SERNIYA LLC, contract No 08-11/2015 of 02.11.2015
5.17.	FSAEI HPE "North-Caucasus Federal University" contract No 146-ea/13 of 05.02.2014 contract No 149-ea/13 of 20.02.2014
5.18.	FSAEI HPE "Ural Federal University named after Yeltsin", contract No 43-12/1864-2014 of 11.11.2014
5.19.	FSBEI HPE "KalmSU", contract No 0305100000414000065 of 08.12.2014
5.20.	FSBEI HPE MSTU, contract No 0373100029514000042 of 11.12.2014
5.21.	FSBEI HPE "Moscow SPU", contract No 14-AE054 of 12.12.2014
5.22.	Logos+ LLP contract No NT 14 06 177 of 19.06.2014
6.	Production reports, calculations for production of main products for the period 2014 -2015
7.	Contract with the Municipal Fund for Support of Small Business No 12245k/23272 of 29.08.2013

Appendix 3.

Ser. No	Borrower	Contract	Amount of debt on the loan as of 31.12.2015, rubles	Weighted average interest rate in rubles on deposits of non-financial organizations raised by credit institutions (as of the date of the loan contract/ as of the date of setting the rate %)	Contract rate	Amount of difference in percent for the period of providing the loan, rubles
1.	Measuring Instruments LLC (until 09.04.2015 – Nanotechnology Instruments CJSC)	Loan contact of 29.06.2015 No 04-06/15	31,500,000.00	11.45%	8.50%	458,260.27
2.	Nanotech-Active CJSC	Loan contact of 22.01.2015 No 09/15	1,248,616.00	13.56%	10%	41,284.38
°	Nanotech-Active CJSC	Loan contact of 13.11.2015 No 15/15	420,000.00	11.13%	10%	624.13
°	Nanotech-Active CJSC	Interest bearing loan contact of 25.11.2015 No 01-11/15	53,242.60	11.13%	10%	58.34
°	Nanotech-Active CJSC	Interest bearing loan contact of 09.07.2015 No 10/15	16,490.00	11.83%	10%	142.20
°	Nanotech-Active CJSC	Interest bearing loan contact of 29.07.2015 No 13/15	745,696.14	11.83%	10%	5,275.22
°	Nanotech-Active CJSC	Interest bearing loan contact of 03.11.2015 No 14/15	2,610,000.00	11.13%	10%	4,686.56
°	Nanotech-Active CJSC	Interest bearing loan contact of 19.11.2015 No 16/15	4,257,419.00	11.13%	10%	5,535.81
°	Nanotech-Active CJSC	Interest bearing loan contact of 23.11.2015 No 17/15	1,451,950.00	11.13%	10%	1,663.18

Ser. No	Borrower	Contract	Amount of debt on the loan as of 31.12.2015, rubles	Weighted average interest rate in rubles on deposits of non-financial organizations raised by credit institutions (as of the date of the loan contract/ as of the date of setting the rate %)	Contract rate	Amount of difference in percent for the period of providing the loan, rubles
3.	NT-MDT LLC	Loan contact of 21.11.2014 No 01/11	30,000.00	11.53%	9.50%	667.40
°	°	Loan contact of 22.12.2014 No 02/12	120,000.00	15.67%	9.50%	7,485.14
°	°	Interest bearing loan contact No 03/15 of 19.01.2015	1,523,000.00	16.40%	9.50%	64,510.46
°	°	Interest bearing loan contact No 04/15 of 10.07.2015	50,000.00	11.42%	9.50%	449.75
total:			44,026,413.74	°		590,642.85

Appendix 4.

Data of the contracts concluded between Measuring Instruments LLC and NT-MDT Service and Logistic Limited					Final customer name	Products	Final cost of sale	Currency	Exceeding of the final cost of sales over the cost of selling for export*	Payment date provided in the contract with Measuring Instruments LLC	Terms of payment provided in the contract with final customer
Contract number	Date	Products	Cost in currency	Currency							
#120760	18.04.2014	Scanning Probe Microscope - Solver NEXT-S	26,350.00	EUR	Aristotle University of Thessaloniki - University Campus	SPM Solver NEXT	31,000.00	EUR	4,650,00	31.03.2016	14,600 Euro - prepayment; 4,000-07.2014; 3,000- 08.2014; 4,700-09.2014; 4,700 -10.2014
#130982	28.04.2014	Scanning Probe Microscope - Solver P47 - PRO	36,210.00	USD	Hong Kong NTI Ltd (Shenyang Ning Yuan Imp & Exp Trading Co., Ltd	Solver PRO-M	42,600.00	USD	6,390,00	31.03.2016	fully paid on the date of invoice
#070967	05.03.2014	Scanning Probe Microscope - Solver Nano	39,520.00	USD	HUBEI CEN-TRONIC IMPORT & EXPORT CO., LTD	Solver NANO	46,970.00	USD	7,450,00	31.01.2016	90% - after submission of shipping documents; 10% - upon signing the acceptance report by the final recipient
#120148	27.02.2014	Scanning Probe Microscope - NTEGRA Spectra	85,110.00	EUR	Minasales - Int.Sales & Technology z. Hd Herm Ralf Schniersmeier	NTEGRA Spectra Solar	152,041.00	EUR	66,931,00	31.01.2016	within 30 days from the delivery date
#110197	18.02.2014	Scanning Probe Microscope - NTEGRA Spectra - TG	255,350.00	EUR	Turkmenistan, Physics and Mathematics Institute of the Academy of Sciences of Turkmenistan	Ntegra Spectra Solar	397,000.00	EUR	141,650,00	31.01.2016	97% - after delivery, 3% - after installation
#0812204	14.02.2014	Scanning Probe Microscope - NTEGRA Spectra	123,980.00	USD	Public Procurement Service the Republic of Korea	Ntegra Spectra Upright	316,654.00	USD	192,674,00	31.01.2016	90% - after delivery, 10% - after installation
#130813	17.01.2014	Scanning Probe Microscope - NTEGRA Spectra - SS	84,000.00	USD	Nanjing University Science & Technology Enterprise Group Corp.	Micro-Nano Probe Manipulation System; Model: Ntegra	105,000.00	USD	21,000,00	31.12.2015	90% - after submission of shipping documents; 10% - upon signing the acceptance report by the final recipient
#120926	14.01.2014	Scanning Probe Microscope - NTEGRA Spectra - TG	347,020.00	USD	Guangzhou Zhongda Import&Export Trading Co., Ltd	NTEGRA Spectra	517,000.00	USD	169,980,00	31.12.2015	within 30 days or 2% discount with 100% prepayment
#0910129	03.02.2014	Scanning Probe Microscope - NTEGRA Prima-L	85,680.00	EUR	RMI, s.r.o.	NTEGRA Prima	105,718.00	EUR	20,038,00	31.12.2015	within 30 days
#120756	09.01.2014	Scanning Probe Microscope - Solver NEXT-TG	83,480.00	EUR	Scanwell Ltd	Solver NEXT	81,863.00	GBP	15,663,76	31.12.2015	100% prepayment

Data of the contracts concluded between Measuring Instruments LLC and NT-MDT Service and Logistic Limited					Final customer name	Products	Final cost of sale	Currency	Exceeding of the final cost of sales over the cost of selling for export*	Payment date provided in the contract with Measuring Instruments LLC	Terms of payment provided in the contract with final customer
Contract number	Date	Products	Cost in currency	Currency							
#1312129	27.01.2014	Scanning Probe Microscope - Solver NEXT - L	50,300.00	EUR	RMI, s.r.o.	Solver NEXTII	73,578.00	EUR	23,278,00	31.12.2015	within 30 days
#121115	03.12.2013	Scanning Probe Microscope - Solver NEXT - S	36,720.00	EUR	TU Eindhoven, Department of Chemical Engineering and Chemistry	Solver NEXTII	62,557.00	EUR	25,837,00	30.11.2015	within 30 days or 2% discount with 100% prepayment
#1307147	18.12.2013	Scanning Probe Microscope - NTEGRA Spectra - L	179,980.00	USD	Korea Research Institute of Standards and Science	Ntegra Spectra	410,000.00	USD	230,020,00	31.11.2015	\$160,000 within 2 weeks after delivery; \$160,000 after installation; \$90,000 within 1 year after installation
#130569	24.12.2013	Scanning Probe Microscope - NTEGRA Prima - G	95,850.00	EUR	LaborScience S.A. (Cyprus University of Technology)	NTEGRA Prima	120,000.00	EUR	24,150,00	31.11.2015	within 30 days after delivery
#111082	10.12.2013	Scanning Probe Microscope - NTEGRA Spectra - L	123,060.00	EUR	Universitaet Duisburg-Essen	NTEGRA Spectra Solar	335,580.00	EUR	212,520,00	31.11.2015	within 30 days after delivery
#1203466	05.12.2013	Scanning Probe Microscope - NTEGRA Solver NEXT - S	36,810.00	EUR	Scanwell Ltd	Solver NEXT	67,199.00	GBP	43,504,33	31.10.2015	50% prepayment; 50% - after installation
#130506	22.11.2013	Scanning Probe Microscope - NTEGRA Spectra - S	106,200.00	USD	Jiangsu High Hope Int'l Group Tong Yuan Im.& Ex.,Co.,Ltd	Ntegra Spectra	130,000.00	USD	23,800,00	31.10.2015	90% - after submission of shipping documents; 10% - upon signing the acceptance report by the final recipient
#140924	30.09.2014	Scanning Probe Microscope - Solver PRO	30,760.00	EUR	University of Southern Denmark	Solver P47-PRO	379,633.00	DKK	20,239,89	30.09.2016	within 30 days from the delivery date
#141025	26.09.2014	Scanning Probe Microscope - NEXT - S	32,620.00	EUR	Stadum Invest SRL	Solver NEXT	70,000.00	EUR	37,380,00	30.09.2016	within 30 days after delivery or 2% discount with 100% prepayment
#140432	22.09.2014	Scanning Probe Microscope - Solver NEXT	44,860.00	EUR	ALSTOM (Schweiz) AG	NEXT II	125,000.00	CHF	58651,10	30.09.2016	within 60 days from the delivery date
#1205160	27.08.2014	Scanning Probe Microscope - NTEGRA Spectra	80140.00	EUR	University of Limerick	Ntegra Spectra Upright&Inverted	406,059.90	EUR	325,919,90	30.09.2016	there are no conditions on the terms of payment in the documents submitted
#130274	22.08.2014	Scanning Probe Microscope - Solver P47 - L	25,850.00	EUR	Scanwell Ltd	Solver P47-PRO	25,827.00	GBP	6,482,25	31.08.2016	within 30 days from the delivery date

Data of the contracts concluded between Measuring Instruments LLC and NT-MDT Service and Logistic Limited					Final customer name	Products	Final cost of sale	Currency	Exceeding of the final cost of sales over the cost of selling for export*	Payment date provided in the contract with Measuring Instruments LLC	Terms of payment provided in the contract with final customer
Contract number	Date	Products	Cost in currency	Currency							
#131240	01.08.2014	Scanning Probe Microscope - Solver Spectra	135,980.00	USD	Carnegie Mellon University	NTEGRA Spectra Solar	355,122.00	USD	219,142,00	31.07.2016	within 60 days after delivery
#1208126	08.08.2014	Scanning Probe Microscope - NTEGRA Spectra	115,050.00	USD	SOQUELEC Ltd.	Ntegra Spectra	130,559.00	USD	15,509,00	31.08.2016	within 30 days after delivery
#1112157	02.07.2014	Scanning Probe Microscope - Spectra	111,230.00	USD	Beijing Diliger Technology Development Co., Ltd.	NTEGRA Spectra	270,000.00	USD	158,770,00	31.07.2016	90% - after shipment; 10% on the basis of the acceptance by the final recipient
#1406226	16.07.2014	Scanning Probe Microscope - Solver NEXT	44,780.00	GBP	Scanwell Ltd	Scanning Probe Microscope NEXT II	44,847.00	GBP	12,045,90	30.06.2016	payment after installation
#130207	30.06.2014	Scanning Probe Microscope - NTEGRA Prime	105,060.00	USD	Indian Institute of Technology	NTEGRA Prima	170,109.00	USD	65,049,00	30.06.2016	90% - after delivery, 10% - after installation
#100592	27.06.2014	Scanning Probe Microscope - NTEGRA Spectra - S	99,560.00	USD	Phycience Opto-Electronics Co.Ltd Beijing	NTEGRA Spectra	156,825.00	USD	57,265,00	31.05.2016	90% - after submission of shipping documents; 10% - upon signing the acceptance report by the final recipient
#1305236	16.06.2014	Scanning Probe Microscope - Solver NEXT - L	67,130.00	USD	University Enterprises Corp.	SPM Solver NEXT	104,670.86	USD	37,540,86	31.05.2016	there are no conditions on the terms of payment in the documents submitted
#1105128	03.06.2014	Scanning Probe Microscope - NTEGRA Spectra	125,960.00	USD	UT-Battelle, LLC (Oak Ridge National Laboratory)	NTEGRA Spectra Microscope	244,486.00	USD	118,526,00	/30.04.2016	within 30 days after delivery
#130446	23.05.2014	Scanning Probe Microscope - Solver NEXT	43,550.00	EUR	TU Delft	Scanning Probe Microscope - Solver NEXT	39,997.00	EUR	-3,553,00	30.04.2016	within 14 days after the invoice date
#130337	05.05.2014	Scanning Probe Microscope - Solver NEXT	49,530.00	USD	University of Hartford	SPM Solver Next Built-in Optical Microscope	66,195.00	USD	16,665,00	30.04.2016	within 30 days

*The amount of the cost deviation is shown in the currency in which both contracts are drawn up. In those cases where contracts for export sales and for sales to the final customer are drawn up in different currencies, the difference is calculated on the basis of the amounts in Euro at the rate as of the date of the initial contract.

EXHIBIT J



Trademarks > Trademark Electronic Search System (TESS)

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Word Mark	NT-MDT MOLECULAR DEVICES AND TOOLS FOR NANOTECHNOLOGY
Goods and Services	(ABANDONED) IC 009. US 021 023 026 036 038. G & S: Nano technology instruments, such as microscopes, measuring apparatus and measuring instruments, computers and computer software; electric apparatus and instruments, called also molecular devices and tools, AFM, SPM; microscopes and parts thereof
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.01.02 - Circles, plain single line; Plain single line circles 26.05.21 - Triangles that are completely or partially shaded 26.09.21 - Squares that are completely or partially shaded
Serial Number	79033148
Filing Date	November 24, 2006
Current Basis	66A
Original Filing Basis	66A
International Registration Number	0909134
Owner	(APPLICANT) NanoTech Holding B.V. UNKNOWN Fuutweg 33 NL-7331 CS APELDOORN NETHERLANDS
Priority Date	November 24, 2006
Description of Mark	The color(s) red, blue, white, black is/are claimed as a feature of the mark.
Type of Mark	TRADEMARK
Register	PRINCIPAL

Live/Dead
Indicator DEAD

Abandonment
Date November 24, 2016

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

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EXHIBIT K

Trademark Purchase
AGREEMENT

Apeldoorn

October 25, 2016

NANOTECH HOLDING B.V. (kvk number - 08152229), hereinafter referred to as the Assignor, represented by Peter P. Vernhout, as the First Party, and Techno-NT (kvk number - 60728477), hereinafter referred to as the Assignee, represented by Irina S. Kozodaeva, as the Second Party, collectively referred to as the Parties and each respectively to be referred to as the Party, have agreed as follows:

1. SCOPE

1.1. The Assignor having the exclusive right to the Trademarks:

№ 1155228 - Australian Trademark date of the registration
2006-11-24

№ 79033148 - U.S. Trademark date of the registration
2006-11-24

№ 909134 - EU & International Trademark date of the registration
2006-11-24

(hereinafter referred to as the Trademarks) shall assign and the Assignee shall assume the exclusive right to the Trademark with respect to any and all goods and services as in the certificates.

1.1. The exclusive right for the Trademark that is assigned by the Assignor is the exclusive right to use and dispose of the Trademark.

2. RIGHTS AND LIABILITIES

2.1 The Assignor shall transfer the exclusive right for the Trademark to the Assignee to the extent as specified herein, and in accordance with the current legislation of the Russian Federation.

2.2 The Assignee shall pay to the Copyright Holder a fee for the assignment of Trademarks in the amount and times as specified in Section 3 herein.

3. PAYMENT UNDER THE AGREEMENT

3.1. The Assignee shall pay for the assignment of the Trademarks to the Assignor remuneration in the amount of EUR 2,000 (two thousand).

3.2 The amount specified in par. 3.1 herein shall be paid by the Assignee no later than 2 (two) banking days from the date of the agreement.

4. LIABILITIES OF THE PARTIES

4.1. The defaulting or breaching Party shall compensate the other Party for any losses caused by such a failure to perform its liabilities hereunder.

5. CONFIDENTIALITY

5.1 The terms of the Agreement are confidential and not subject to disclosure.

Gezien voor legalisatie van de handtekening van:

Pp. Verhaar
Apeldoorn, 27-02-2020

De burgemeester van Apeldoorn,
namens deze,

De Burgemeester van Apeldoorn stelt zich ten aanzien van de inhoud van dit stuk niet verantwoordelijk, doch beperkt zich tot het voor echt verklaren van de daaronder gestelde handtekening.

Le bourgmestre d'Apeldoorn n'assume aucune responsabilité en ce qui concerne le contenu de ce document, mais il se borne à déclarer authentique la signature placée sous le dit document.

The burgomaster of Apeldoorn does not assume any responsibility with regard to the contents of this document, but restricts himself to declaring the signature placed under it to be genuine.

Der burgemeister von Apeldoorn übernimmt für den inhalt dieses Dokumentes keinerlei Verantwortung, sondern beschränkt sich dazu dass er die darunter gestellte Unterschrift echt erklärt.

Bovenstaand/onderstaand/nevenstaand
handmerk is gezet in het bijzijn van ondergetekende.

KOZ2789



6. DISPUTE SETTLEMENT

- 6.1. In case of any disputes between the Assignor and the Assignee on any matters provided for herein, or in connection with it, the Parties shall take all measures to resolve them on an amicable basis.

- 6.2. Where the dispute or disagreements cannot be resolved through negotiations, they should be resolved as prescribed by law.

7. FINAL PROVISIONS

- 7.1. Any changes or additions hereto shall be made in writing upon mutual agreement of the parties.

- 7.2. This Agreement shall supersede any previous negotiations on signing.

- 7.3. As of the date of this Agreement, the Assignor has provided the Assignee with full and comprehensive information regarding the subject matter hereof.

- 7.4. This Agreement shall enter into force upon its conclusion and shall be valid in the territory of the EU countries, United States of America, Canada, Australia, Japan, Norway, Switzerland, China etc.

- 7.5. The exclusive right for the Trademark shall pass to the Assignee on the conclusion hereof.

- 7.6. The Agreement is made on October 25, 2016, in two copies of equal legal force, one for each Party.

8. ADDRESS & DETAILS OF THE PARTIES

Assignor:
NANOTECH HOLDING B.V.
kvk number – 08152229
VAT number: NL8171.96.985.B01

Bank: ABN AMRO
IBAN: NL05ABNA0430212348

Assignee:
Techno-NT
kvk number – 60728477
VAT number: NL-260874280B01
Bank ING:
IBAN: NL19INGB0006510318
BIC: INGBNL2A

SIGNATURES

On behalf of the Assignor:

Signature _____

Peter P. Vernhout
/Full name/

On behalf of the Assignee:

Signature _____

Irina S. Kozodaeva
/Full name/

Gezien voor legalisatie van de handtekening van:

P.P. Veenhout
27-07-2020
Apeldoorn,

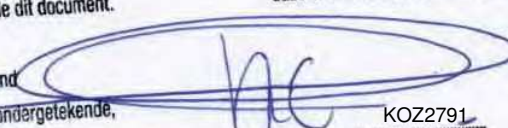
De burgemeester van Apeldoorn,
namens deze,

De Burgemeester van Apeldoorn stelt zich ten aanzien van de inhoud van dit stuk niet verantwoordelijk, doch beperkt zich tot het voor echt verklaren van de daaronder gestelde handtekening.

Le bourgmestre d'Apeldoorn n'assume aucune responsabilité en ce qui concerne le contenu de ce document, mais il se borne à déclarer authentique la signature placée sous le dit document.

The burgomaster of Apeldoorn does not assume any responsibility with regard to the contents of this document, but restricts himself to declaring the signature placed under it to be genuine.
Der burgemeister von Apeldoorn übernimmt für den inhalt dieses Dokumentes keinerlei Verantwortung, sondern beschränkt sich dazu dass er die darunter gestellte Unterschrift echt erklärt.

Bovenstaand/onderstaand/nevenstaand
handmerk is gezet in het bijzijn van ondergetekende,



KOZ2791



EXHIBIT L






Details of the certificate of trademark	Visual representation of trademark	Official information from the state registry
Certificate of trademark No 367138 NanoEducator, registered 11.12.2008, expiry date is 05.07.2017		1. Registration of a license agreement (Non-exclusive license) Licensee - Nanotechnology Instruments CJSC Date and number of registration of the contract: 05/04/2010 RD0064084 for a period up to 12/01/2015 2. Registration of a license agreement (Non-exclusive license) Licensee - NTK LLC Date and number of registration of the contract: 05.24.2016 RD0198635 for up to 10/21/2019
Certificate of trademark No 367141 НаноЭдюкатор, registered 11.12.2008, expiry date is 05.07.2017		
Certificate of trademark No 188978 HT-MДТ, registered 25.05.2000, expiry date is 21.10.2019		
Certificate of trademark No 367139 НаноФаб, registered 11.12.2008, expiry date is 05.07.2017		Registration of a license agreement (Non-exclusive license) Licensee - Nanotechnology Instruments CJSC Date and number of registration of the contract: 05/04/2010 RD0064084 for a period up to 12/01/2015
Certificate of trademark No 367140 NanoFab, registered 11.12.2008, expiry date is 05.07.2017		

EXHIBIT 5

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019

REGISTRANT IRINA KOZODAEVA'S SUPPLEMENTAL INITIAL DISCLOSURES
PURSUANT TO TB MP § 401.02, FED. R. CIV. P. 26(A)(1), AND 37 C.F.R. §§
2.120(A)(2)(ii) AND (3)

Pursuant to TBMP §§ 401.02 and 408.03, Rule 26(a)(1) 26(e) of the Federal Rules of Civil Procedure, 37 C.F.R. § 2.116, and 37 C.F.R. § 2.120(A)(2)(ii) and (3), Registrant Irina Kozodaeva ("Registrant"), by and through its undersigned counsel, hereby supplements her initial disclosures. These disclosures are based on the information reasonably available to Registrant at this time, and are made without waiving any objections as to relevance, competency, privilege, proportionality, materiality, or admissibility of evidence in the action and the use of any such information for any purpose in whole or in part in this or any other action. Further, Registrant does not waive the right to object on any and all proper grounds to any discovery request or proceeding involving or relating to the subject matter of these disclosures. Registrant reserves the right to revise, correct, supplement or clarify the disclosures at any time, consistent with Rule 26(e) of the Federal Rules of Civil Procedure, and TBMP § 408.03.

1. Individuals Likely To Have Discoverable Information (Disclosures Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(i)). Based on information available at this time, the following individuals may have discoverable information that Registrant may use to support its defenses in this proceeding:

Name	Contact Information	Subject Matter
Irina Kozodaeva	Through Counsel	<p>Use of the Reg. No. 5,753,336 (“the Mark”)</p> <p>Selection and adoption of the Mark</p> <p>Prosecution of the trademark application leading to the Mark, including specimens submitted therewith</p> <p>The decision to file the trademark application leading to the Mark</p> <p>Registrant’s advertising and marketing decisions regarding the Mark and the goods set forth in the registration certificate for the Mark (“Registrant’s Goods”)</p> <p>Acquisition of the Mark</p>
Dmitry Kozodaev	Through Registrant’s Counsel	<p>Use of the Mark on the goods set forth in the registration certificate for the Mark (“Marked Goods”)</p> <p>Selection and adoption of the Mark</p> <p>Prosecution of the trademark application leading to the Mark, including specimens submitted therewith</p> <p>The decision to file the trademark application leading to the Mark</p> <p>Registrant’s advertising and marketing decisions regarding (i) the Mark and (ii) Marked Goods</p> <p>Acquisition of the Mark</p>
Olga Blenk (Office manager of NT-MDT B.V.)	Through Registrant’s Counsel	Selection and adoption of the Mark
Anastasia Aleksandrovna Yakovleva	Through Registrant’s Counsel	<p>Acquisition of the Mark</p> <p>Sale of the Mark to Registrant.</p>
Andrey Shubin (ex-Director of Sales and Marketing of NT-MDT CSJC)	D2dnano@gmail.com	<p>The use, licensing, and assignment of the mark over which Petitioner claims ownership.</p> <p>The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.</p>

Name	Contact Information	Subject Matter
Rashid Dzhaubaev	rahdj@mail.ru 369001 Russia Karachay-Cerhless Rep., Cherkessk, st. Mayakovsky 7. Tel.: 7-918-7196721	The sale of and rights to use the intellectual property which Petitioner claims ownership of. Sale of the Mark. Rights to use the Mark. The acquisition of the Mark by Yakovleva.
Peter Vernhout	Through Registrant's Counsel	The ownership, use, licensing, and assignment of the mark over which Petitioner claims ownership. The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.
Alexander Bykov (ex-CEO of NT-MDT CSJC)	Unknown	The ownership, use, licensing, and assignment of the mark over which Petitioner claims ownership. The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.
Andrei Bykov	Through Petitioner's counsel	The ownership, use, licensing, and assignment of the mark over which Petitioner claims ownership. The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.
Viktor Bykov	Through Petitioner's counsel	The ownership, use, licensing, and assignment of the mark over which Petitioner claims ownership. The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.
Vladimir Kotov	Through Petitioner's counsel	The ownership, use, licensing, and assignment of the mark over which Petitioner claims ownership. The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.

Name	Contact Information	Subject Matter
Denis Stoiakine	Through Petitioner's counsel	The ownership, use, licensing, and assignment of the mark over which Petitioner claims ownership. The subject matter discussed or disclosed in documents produced by the parties in this litigation in which his name appears or which he signed.
Individuals Listed in Petitioner's Initial Disclosures Not Listed Herein	The contact information for such individuals as set forth in Petitioner's Initial Disclosures	The subject matter identified for each such individual set forth in Petitioner's Initial Disclosures

In addition, Registrant anticipates that other, unknown, or unnamed individuals may have discoverable information that Registrant may use to support its defenses. Registrant incorporates by reference any other individuals disclosed by other parties in this matter and reserves the right to supplement this disclosure pursuant to Federal Rule of Civil Procedure 26(e). Registrant also reserves the right to (i) obtain discovery in support of its defenses from any witness identified in Petitioner's Rule 26(a)(1) disclosure, and (ii) modify and supplement the foregoing list as necessary based upon Registrant's investigation and discovery in this matter.

2. Documents Relevant to Registrant's Defenses (Disclosures Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(ii)). Registrant submits the following description of documents, electronically stored information, or tangible things that it may use to support its defenses, by category. Such documents, unless agreed to otherwise by the parties, shall be produced pursuant to the Board Standard Protective Order under TBMP § 412.01. Registrant's search for documents is ongoing. Registrant expressly reserves the right to modify and supplement this list based upon Registrant's investigation and discovery in this matter.

- Documents associated with Registrant's federal trademark registration for the Mark and the prosecution thereof, including documents in the prosecution file wrapper for the

Mark.

- Documents associated with Petitioner's application for its similar trademark cited by Petitioner in the Cancellation Petition (*viz.*, Ser. No. 88/402,894 ["Petitioner's Mark"]), including documents in the prosecution file wrappers for Petitioner's Mark.

- Documents reflecting the adoption and use of the Mark.
- Documents related to the acquisition of the Mark.
- Documents reflecting the goods in connection with which Registrant uses the Mark, and the relevant markets for such goods.

- Documents reflecting the goods in connection with which Petitioner uses Petitioner's Mark ("Petitioner's Goods"), and the relevant markets for such goods.

- Advertising and promotional materials in which the Mark is used by Registrant in connection with the Marked Goods.

- Advertising and promotional materials in which the Petitioner's Mark is used in connection with Petitioner's Goods.

- Documents, including specimens of use, substantiating use of the Mark at least as early as the date set forth in the application for the Mark, and continuous use thereafter to the present.

- Documents, including specimens of use, substantiating use of the Petitioner's Mark. at least as early as the date set forth in the application for Petitioner's Mark, and alleged continuous use thereafter to the present.

- Agreements, contracts and correspondence between the parties and to/from each party to its respective business partners concerning any of the goods or services offered by either party under the relevant trademarks of the party.

- Contracts, correspondence, and agreements between the parties and to/from each party to its respective business partners concerning use or ownership of such party's

trademark.

- Documents from any related legal proceedings concerning (i) the Mark or Petitioner's Mark, (ii) the usage of any of the foregoing, or (iii) ownership of any of the foregoing.

- Documents reflecting relevant third-party trademark registrations or pending trademark applications, if any, similar to either party's trademark.

- Any market studies conducted by or on behalf of either party concerning either party's goods or services offered under such party's trademark.

- Search reports conducted by either party at any time concerning such party's trademark.

- Publicly-available documents related to the Mark or the Marked Goods that do not fit into any of the foregoing categories.

- Publicly-available documents that do not fit into any of the foregoing categories related to Petitioner's Mark or Petitioner's Goods.

- Exemplars of the Marked Goods.

- Exemplars of Petitioner's Goods.

- Documents reflecting the trade channels for the Marked Goods.

- Documents reflecting the trade channels for Petitioner's Goods.

- Documents concerning the formation of Petitioner and Petitioner's relationship with any other related entity (e.g., parent, subsidiary, sibling entity) to the extent such documents relate to ownership or usage of Petitioner's Mark.

- Documents produced by Registrant in this action in response to any document request served by Petitioner which are not in any of the aforementioned categories.

- Documents produced by Petitioner in this action in response to any document request served by Registrant which are not in any of the aforementioned categories.

3. Certification. The undersigned certifies that, to the best of his knowledge based on information provided by Registrant, the foregoing Initial Disclosures are complete and correct as of the time made. Registrant reserves the right to amend these disclosures as additional or different information comes to light.

Dated: March 3, 2020

Respectfully submitted,

MotoSalas Law, PLLC



/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas
16210 North 63rd Street
Scottsdale, AZ 85254
Telephone: (202) 257-3720
Email: Ken@motosalaslaw.com
Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on March 3, 2020, I served the foregoing to counsel for Petitioner NT-MDT LLC by forwarding said copy via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com


/_____/

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

EXHIBIT 6

Kenneth Motolenich-Salas

From: Гуляева Анна Владимировна <gulyeva@mkpcn.ru>
Sent: Friday, March 13, 2020 5:19 AM
To: 'Dmitry Kozodaev'
Cc: Kenneth Motolenich-Salas; nechiporenkoni@mail.ru; rahdj@mail.ru
Subject: RE: Report on the Due Diligence of Financial and Economic Activities of NT-MDT CJSC for Years 2014-2015

Its correct. Thanks for addition.

Anna Gulyaeva
Partner
Audit Firm
ICLC
[Tel:+7\(495\)201-02-20](tel:+7(495)201-02-20)
www.iclcgroup.com

From: Dmitry Kozodaev [mailto:kozodaev@gmail.com]
Sent: Friday, March 13, 2020 2:27 PM
To: Гуляева Анна Владимировна
Cc: ken@motosalaslaw.com; nechiporenkoni@mail.ru; rahdj@mail.ru
Subject: Re: Report on the Due Diligence of Financial and Economic Activities of NT-MDT CJSC for Years 2014-2015

Dear Ken,

Just some additions, NTMDT LLC has registered similar trademark for another class of the products, not class 9. For class 9 their request has been rejected.

With kind regards, Dimitry Kozodaev

On Friday, 13 March 2020, ГуляеваА ннаВ ладимировна< gulyeva@mkpcn.ru> wrote:

Hello. I will be glad to help. My comments is in the letter of the red.

Anna Gulyaeva
Partner
Audit Firm
ICLC
[Tel:+7\(495\)201-02-20](tel:+7(495)201-02-20)
www.iclcgroup.com

From: Kenneth Motolenich-Salas [mailto:ken@motosalasalaw.com]
Sent: Thursday, March 12, 2020 1:04 AM
To: mkpcn@mkpcn.ru
Cc: nechiporenkoni@mail.ru; rahdi@mail.ru; 'Dmitry Kozodaev'; 'Dmitry Kozodaev'; Kenneth Motolenich-Salas
Subject: Report on the Due Diligence of Financial and Economic Activities of NT-MDT CJSC for Years 2014-2015

Dear Mr. Vinokurov Dmitriy Mikhailovich,

Good evening. I am a United States-based attorney representing Irina Kozodaeva and Dimitry Kozodaev in a dispute regarding NT-MDT LLC, a Russian limited liability company. My clients have provided to me the attached audit report prepared by ICLC. I have three questions, all relating to trademarks.

1. 2016 assignment to STC: On page 8 of the report, which is attached, the following statement is made, "In 2016, the rights to use the Company's trademarks were transferred to STC LLC." This implies that there is a written agreement between NT-MDT CJSC and Scientific and Technical Company LLC ("STC LLC") from some time in 2016 in which NT-MDT CJSC assigns ownership of the trademarks to STC LLC. Do you have a copy of any such document? Was it dated 24 May 2016 (see page 21 of the audit report)?

We have not the license contract in our work papers. Our statements were based on the official information from the state registry. More details information from the state registry is in the attached to this letter.

2. 2009 License agreement with Measuring Instruments LLC (Nanotechnology Instruments CJSC): In addition, on page 11 of the audit report, there is a reference to a "License contract No 1 of 01.12.2009" between NT-MDT CJSC and (Measuring Instruments LLC (Nanotechnology Instruments CJSC). Do you have a copy of such license agreement?

The photo of the contract is in the attached to this letter.

3. Transfer of trademarks to NT-MDT LLC?: Lastly, were you aware of any transfer of ownership of the trademarks of NT-MDT CJSC from NT-MDT CJSC to NT-MDT LLC effective January 1, 2015? The attached document provided to me by NT-MDT LLC claims that an assignment of the trademarks was made effective Jan. 1, 2015 from NT-MDT Service & Logistics Ltd. to NT-MDT LLC. I ask about this since if this 2015 trademark transfer to NT-MDT LLC was authorized, legitimate, lawful, and proper, then the 2016 trademark assignment from NT-MDT CJSC to STC LLC was null and void and of no

legal effect (since NT-MDT CJSC did not own the trademarks on 24 May 2016; rather, the trademarks were owned by NT-MDT LLC).

We have not information that trademarks of NT-MDT CJSC were ever transferred from NT-MDT CJSC to NT-MDT LLC.

More over in accordance with information from the state registry the transfer was not registered.

NT-MDT LLC registreted similar trademark 09/03/2019. We have not information that this trademark was transferred to NT-MDT LLC from NT-MDT Service & Logistics Ltd.

Thank you in advance for your cooperation.

Best Regards,



Alternative Number: 602-562-4208

ken@motosalaslaw.com

<https://www.motosalaslaw.com>

[LinkedIn® Profile](#)

Facebook® Profile

<https://www.ethicalcommunity.org/motosalaslawpllc>

<https://www.ip-lawexperts.com/expert-directory/ken-motolenich-salas/>

<https://www.martindale.com/phoenix/arizona/kenneth-m-motolenich-salas-24728779-a>

<https://www.avvo.com/attorneys/85254-az-kenneth-motolenichsalas-4179514.html>

<https://profiles.superlawyers.com/arizona/scottsdale/lawyer/kenneth-motolenich-salas/4489cc57-18ba-417d-9246-d54464174c13.html>

<https://pview.findlaw.com/lawyer/kenneth-motolenich-salas/az/scottsdale/NTE0NTEyN18x/PP>

<https://www.leadcounsel.org/attorney/ken-motolenich-salas>



Без вирусів. www.avq.com

EXHIBIT 7

Nuenen, 23rd October 2008

To: Dr. Julia Alexeeva,
CEO of NT-MDT Europe BV

DECLARATION

Hereby I, Alexander Bykov, CEO of NT-MDT Co., a corporation organized and existing under the laws of the Russian Federation, with its head office located at Building 100, Zelenograd, 124482, Moscow, Russia

DECLARE that the company NT-MDT Europe B.V., being a subsidiary undertaking and existing under the laws of the Netherlands, with its head office located at: De Pinckart 54, 5674 CC Nuenen, The Netherlands and represented by Julia Alekseeva, CEO NT-MDT Europe B.V., has fully rights to use all intellectual property of NT-MDT Co. including the NT-MDT trademark.

NT-MDT Europe B.V. has fully rights to use NT-MDT trademark and intellectual property in EU, US, CHINA and other countries by publishing or reprinting in whole or in part picture, endorsement or quotation to increase marketing activity.

CEO of NT-MDT Co.
Alexander Bykov



EXHIBIT 8

Lance C. Venable, SBN 017074
Law Office of Lance C. Venable, PLLC
4939 West Ray Rd.
Suite 4-219
Chandler, AZ 85226
Tel: 602-730-1422
Email: lance@venableiplaw.com

Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

NT-MDT LLC a Russian Limited Liability
Company, NT-MDT AMERICA, INC., an
Arizona corporation

Plaintiff,

vs.

IRINA KOZODAEVA and DIMITRY
KOZODAEV husband and wife;

Defendants

Case No.:

COMPLAINT FOR:

- (1) DECLARATORY JUDGMENT
OF TRADEMARK RIGHTS;
- (2) TRADEMARK INFRINGEMENT
UNDER § 43(A) OF THE
FEDERAL LANHAM ACT AND
UNFAIR COMPETITION;
- (3) COPYRIGHT INFRINGEMENT
UNDER 17 U.S.C. § 501; AND
- (4) TRADE SECRET
MISAPPROPRIATION UNDER
18 U.S.C. § 1836
- (5) TRADE SECRET
MISAPPROPRIATION UNDER
ARIZ. REV. STAT. § 44-101

INJUNCTIVE RELIEF
REQUESTED

JURY DEMAND REQUESTED

1
2 Plaintiffs, NT-MDT LLC, a Russian limited liability company and NT-MDT
3 AMERICA, INC. (collectively “NT-MDT”), for their claims against the Defendants
4 IRINA KOZODAEVA and DIMITRY KOZODAEV (collectively, “Kozodaev”),
5 allege as follows:

6
7 JURISDICTIONAL ALLEGATION

8 1. This Court has subject matter jurisdiction over this action under 28
9 U.S.C. §§ 1331 and 1338(a), 17 U.S.C. § 501, and 15 U.S.C. § 1121 in that the case
10 arises out of § 43(a) of the Lanham Act for Trademark Infringement. This Court has
11 ancillary jurisdiction to hear all pendant claims under 28 U.S.C. § 1367.

12 2. At all times, Plaintiff NT-MDT LLC was, and now is, a limited liability
13 company, formed and validly existing in the Russian Federation with its principal
14 place of business in Moscow, Russia.

15 3. At all times, Plaintiff NT-MDT America was, and is now, an Arizona
16 corporation, formed and validly existing in the State of Arizona with its principal place
17 of business in Tempe, Arizona.

18 4. On information and belief, at all times described in this complaint,
19 Defendants Kozodaeva and Kozodaev were, and are currently, citizens of The
20 Netherlands, with their principal address located in Apeldoorn, The Netherlands and
21 are believed to be selling products that infringe NT-MDT’s trademarks and copyrights

22 5. Venue is proper in this district under 28 U.S.C. §§ 1391(b).
23

24 BACKGROUND INFORMATION – NT-MDT’S TRADEMARKS

25 6. NT-MDT LLC owns several affiliate companies including NT-MDT America (an
26 Arizona corporation with its principal location in Tempe, Arizona), NT-MDT
27 Development (an Arizona corporation with its principal location in Tempe, Arizona),
28 NT-MDT Spectrum Instruments (a Russian company with its principal location in

1 Moscow, Russia), Nano Technology Instruments - Europe B.V. (a Dutch company
2 with its principal location in Apeldoorn, The Netherlands), and Spectrum Instruments
3 Limited (an Irish limited company located in Limerick, Ireland).

4 7. NT-MDT has existed for nearly 28 years and has done business in the
5 United States (through distributors and its affiliate companies NT-MDT America and
6 NT-MDT Development) since January 1999.

7 8. In the 20 years it has operated in the U.S., it has grown its presence
8 internationally in the development, production, and support of research
9 instrumentation, primarily pertaining to atomic force microscopes (AFM) and its
10 combinations with ultrahigh resolution spectroscopy for nanotechnology and its
11 applications.

12 9. NT-MDT has created many devices, whose functions and capabilities
13 cover a broad range of customer needs including university education, academic, and
14 industrial research.

15 10. NT-MDT's research and development has led to an impressive
16 combination of scanning probe microscopy with Raman spectroscopy.

17 11. NT-MDT's primary trademark that it has used since its inception is the
18 following:



21 12. Since its inception in 1991, NT-MDT has continuously and extensively
22 used the above mark ("the NT-MDT trademark") and the words "NT-MDT" alone and
23 in combination with the NT-MDT logo.

24 13. The NT-MDT name and logo are strong and distinctive trademarks that
25 NT-MDT has used and relied upon its trademark to identify the source of the products
26 it sells throughout the U.S. and in many parts of the world.

27 14. Prior to 1999, NT-MDT had used the NT-MDT trademark in Russia and
28 in several European countries.

1 15. In early 1999 expanded its business to the United States. Since then,
2 NT-MDT has used the NT-MDT trademark through its licensing of its mark to its
3 affiliate companies NT-MDT America, NT-MDT Spectrum Instruments, and NT-
4 MDT Development throughout the entire U.S. by selling its products to customers in
5 every portion of the country.

6 16. In this 20-year period, NT-MDT has become a 50 million USD company
7 with annual sales in the U.S. exceeding 2 million USD. By doing so, NT-MDT has
8 acquired substantial goodwill, recognition, and common-law rights in the NT-MDT
9 trademark throughout the entire U.S.

10 17. When NT-MDT's current or future customers are confused or misled by
11 confusingly similar uses of its trademark, NT-MDT may lose business due to the
12 confusion.

13 18. In January 2005, NT-MDT's affiliate company, Nano Technology
14 Instruments ("Nano") of the Netherlands hired Kozodaev as a sales manager under an
15 employment agreement. A copy of Kozodaev's employment agreement is attached as
16 Exhibit A.

17 19. On information and belief, since Kozodaev's hire date he has been:

- 18 a. a resident of the Netherlands; and
19 b. married to the Defendant Kozodaeva.

20 20. In June 2017, Nano terminated Kozodaev's employment due to a
21 contentious dispute between the parties. A copy of the settlement agreement that
22 governed the termination is attached as Exhibit B.

23 21. As a long-term employee of NT-MDT's affiliate company,

- 24 a. Kozodaev understood NT-MDT owned and used the NT-MDT
25 trademark throughout the U.S.;

- b. Kozodaev's employment agreement expressly stated that any work that he did as an employee and intellectual property rights used or developed inured to NT-MDT's benefit;¹
- c. the agreement required him to assist NT-MDT to register any intellectual property rights even if he left the company;² and
- d. as his wife Kozodaeva certainly knew or should have known Kozodaev's responsibilities under the agreement.

22. Under the employment and settlement agreements, Kozodaev was bound by their terms. The express language in the agreement is clear and Kozodaev was unequivocally aware that any unauthorized use of or attempt to register the NT-MDT trademark anywhere would violate the terms of the agreements. And therefore, any attempt to register the NT-MDT trademark with the U.S. Patent and Trademark Office ("USPTO") would constitute fraud upon the USPTO that should have precluded Kozodaev and his wife Kozodaeva from filing any subsequent application for a trademark for the NT-MDT mark.

23. On information and belief, prior to his termination, Kozodaev had made illegal and infringing copies of NT-MDT's proprietary trade secrets schematics and product designs as well as its copyrighted software that operated NT-MDT's hardware and removed them from NT-MDT's workplace.

24. Unbeknownst to NT-MDT, Kozodaev intended to use the illegally obtained proprietary information and copyrighted software to operate a business that assembled the identical hardware products NT-MDT sells.

25. Kozodaev further intended to misrepresent to the consuming public that the business entity was either related to NT-MDT or that Kozodaev had purchased the rights to sell the hardware and software by using the identical NT-MDT trademark and accompanying logo.

¹ Exhibit A ¶15.

² *Id.*

26. Approximately one year after NT-MDT terminated Kozodaev, Kozodaev took several steps as part of his illegal scheme including:

- a. Filing and obtaining several internet domain names such as ntmdt.nl;³
- b. Printing and distributing business cards using the identical NT-MDT trademark that falsely represented Kozodaev as being a “director” of NT-MDT Europe, which intentionally confused consumers into believing that any products Kozodaev sold originated from Petitioner NT-MDT. A copy of the business card is shown below;



- c. Instructing his wife, Kozodaeva to file an intent-to-use trademark application on July 19, 2018 (Ser. No. 88/0454,462), with the USPTO individually on her own behalf for the Mark, which is identical to the NT-MDT trademark (the “’462 Application”). Kozodaeva filed the ‘462 Application despite having no bona fide intent to actually use the trademark in the U.S. This ‘462 Application ultimately issued on May 14, 2019 as Registration No. 5,753,336⁴ (the ‘336 Registration).⁵
- d. Instructing his wife, Kozodaeva to file a European Union trademark application (Serial No. 017910749) claiming priority to the ‘462

³ Exhibit C.

⁴ On May 20, 2019, Plaintiff NT-MDT filed a Petition to Cancel the ‘336 Registration (Case No. 92071349).

⁵ Exhibit D.

Application for the Mark. This application ultimately issued on October 24, 2018;

- e. Contacting several companies that were either actual or potential NT-MDT customers in the United States and misrepresenting Kozodaev's company as being affiliated with NT-MDT by using the NT-MDT trademark all to sell the infringing hardware and software products to the customers; and
- f. Filing a statement of use on March 10, 2019, for the '336 Registration claiming that she had offered certain hardware products for sale in interstate commerce within the U.S. and despite fully knowing that Plaintiffs had used the NT-MDT trademark under the common law in the U.S. for over 20 years prior to filing her application.

27. The statement of use for the '336 Registration alleged that she began using the NT-MDT Mark in interstate commerce in the U.S. as early as January 8, 2019 on all of the goods listed in the '336 Registration.⁶

28. The statement of use included a specimen, which was a photo of the hardware product bearing the NT-MDT Mark as shown below.



29. On information and belief, Kozodaeva's use or distribution of the NT-MDT Mark on the hardware has been throughout the U.S. and within this judicial district.

⁶ See Exhibit F.

1 30. On information and belief, the software that operates the hardware
2 shown in the specimen is the same software that Kozodaev obtained through improper
3 means prior to NT-MDT terminating him.

4 31. Undoubtedly, when Kozodaeva applied for NT-MDT trademark with the
5 USPTO, she did so while knowing her husband's agreements precluded her and her
6 husband from doing so, and thus obtained her registration fraudulently.

7 32. In March 2019, months after the opposition period ended for
8 Kozodaeva's U.S. application, NT-MDT learned of Kozodaev's illegal scheme and the
9 fact that Kozodaeva had filed the U.S. and European Union trademark applications.

10 33. Since learning of Kozodaev's and Kozodaeva's illegal scheme, NT-
11 MDT has taken additional affirmative steps to protect its trade secrets, copyrighted
12 software and its trademarks trademark rights against them including filing a trademark
13 application for the NT-MDT trademark on April 25, 2019 (U.S. Ser. No. 88/402,894)
14 with the USPTO (the "894 Application") and filing U.S. copyright applications for the
15 operating software NT-MDT owns.

16 34. In addition to its rights under the '894 Application, NT-MDT alleges that
17 its 20 years of extensive use throughout the U.S. of the NT-MDT trademark on its
18 products provides it with widespread and superior common law rights for the NT-
19 MDT mark over any rights that Kozodaev or Kozodaeva may claim in the U.S.

20 35. Additionally, on April 9, 2019, NT-MDT sent Curt Handley, who is
21 Kozodaeva's attorney that filed the application for the '336 Registration, a cease and
22 desist letter demanding that he immediately instruct Kozodaeva to permit him to
23 cancel the registration based the aforementioned fraud allegations.

24 36. Shortly thereafter, Handley responded and indicated that he was unaware
25 of what NT-MDT had accused Kozodaeva of doing.⁷

26 37. Handley further stated that he agreed with NT-MDT's fraud allegations
27 and was so appalled at his client's behavior that he stated in an email to NT-MDT's
28

⁷ Exhibit E.

1 counsel, “I am withdrawing as attorney for the mark due to the fact that upon
2 information from you and my own subsequent investigation, I have been unwittingly
3 used to commit fraud on the PTO.”⁸

4 38. Shortly thereafter on April 15, 2019, Handley withdrew as counsel of
5 record in the matter. As the reason stated for his withdrawal, Handley stated, “Due to
6 recently uncovered information, Applicant appears to have intentionally
7 misrepresented its position as true owner of this mark. As such, Attorney must
8 withdraw due to ethical considerations.”⁹

9 39. Handley also instructed his client to cancel the application. On
10 information and belief, Kozdaeva refused Handley’s request to cancel the application.

11 BACKGROUND INFORMATION

12 NT-MDT’S COPYRIGHTED SOFTWARE AND TRADE SECRET DESIGNS

13 40. At all times relevant, NT-MDT has been and still is the holder of the
14 exclusive rights under the Copyright Act of 1976 (17 U.S.C. §§ 101 et. seq., and all
15 amendments thereto) (the “Copyright Act”) to reproduce, distribute, display, or license
16 the reproduction, distribution, or display of operating software for certain hardware it
17 sells entitled Nova PX, which is the subject of this action, throughout the United
18 States.
19

20 41. NT-MDT, through its employees, spent substantial sums of money and
21 used the experience, talent, and creativity developed of its software developer
22 employees over years of hard work to develop Nova PX.

23 42. Nova PX is highly customized and operates certain hardware products.
24 These hardware products are proprietary to NT-MDT and NT-MDT spends substantial
25 sums to protect the secrecy of the schematics and designs of their hardware within the
26 company to those who have a need to know.

27 ⁸ *Id.*

28 ⁹ *Id.*

1 43. In order to create customized software from scratch to run NT-MDT's
2 highly specialized hardware, it would take a software developer thousands of man-
3 hours and substantial knowledge of NT-MDT's proprietary hardware design, and tens
4 of thousands of dollars of investment to complete.

5 44. Simply stated, it be nearly impossible to develop the software necessary
6 to run NT-MDT's hardware without having had access to copies of Nova PX and NT-
7 MDT's proprietary hardware designs and schematics, or to have either directly copied,
8 or derived that software directly from Nova PX.

9 45. Recently, NT-MDT received notice from a third-party company that it
10 intended to purchase certain hardware bearing the NT-MDT trademark from
11 Kozodaev. Apparently, as part of this sale, Kozodaev was selling operating software
12 for the hardware under the name "Integra Spectra SPM."

13 46. On information and belief, Kozodaev represented to the third-party
14 company that the Integra Spectra SPM software was entirely different than Nova PX
15 and had not been developed or derived from Nova PX.

16 47. When NT-MDT learned of this sale, NT-MDT notified the third-party
17 company that Integra Spectra SPM could not have been developed independently and
18 instead was either a copy of Nova PX, or was a derivative work based on Nova PX.

19 48. NT-MDT also informed the third-party company that the hardware it
20 intended to purchase was created based on illegally obtained trade secret designs and
21 schematics of NT-MDT's hardware.

22 49. Despite NT-MDT's notice to the third-party company and its request to
23 not purchase the infringing hardware and software, it is still possible that the company
24 may purchase the hardware and software.

25 50. If the third-party company purchases, or has purchased, the hardware
26 and software, NT-MDT will suffer severe losses and Kozodaev will have profited
27 from these illegal sales and wrongful acts.
28

1 51. The Nova PX software is an original work, copyrightable under the
2 Copyright Act. NT-MDT has applied for a copyright registration from the Copyright
3 Office for the Nova PX software. The application serial number for the software is 1-
4 7722792181. Thus, NT-MDT has the exclusive rights and privileges to reproduce,
5 distribute, and display the Nova PX software.

6 52. NT-MDT has never authorized Kozodaeva or Kozodaev, by license or
7 otherwise, to copy, reproduce, distribute, or display any of the copyrighted material
8 from the Nova PX software, nor to prepare derivative works based on the Nova PX
9 software.

10 53. Kozodaeva and Kozodaev infringed NT-MDT's exclusive rights in the
11 Nova PX software by copying, reproducing, duplicating, distributing, creating
12 derivative works derived the Nova PX software, and loading into random access
13 memory in the hardware without NT-MDT's permission.

14 54. Each infringing copy, duplication, sale, license, or use of the Nova PX
15 software as well as the threat of continuing the software, constitutes a separate claim
16 against Kozodaeva and Kozodaev under the Copyright Act.

17 55. NT-MDT has sustained, and will continue to sustain, substantial damage
18 to the value of its copyrights and trade secrets in that the previously described
19 activities of the Defendants have diminished and will continue to diminish the
20 revenues that NT-MDT would otherwise receive.

21 56. In addition, Kozodaev and Kozodaeva have realized unlawful and unjust
22 profits from their unauthorized and illegal copying, duplication, distribution, and
23 display of copies of the Nova PX software and distribution of the hardware created
24 from NT-MDT's trade secret designs and schematics.

25 57. Kozodaeva and Kozodaev continue to infringe NT-MDT's copyrights,
26 and unless temporarily, preliminarily and permanently enjoined by Order of this Court,
27 will continue to infringe these copyrights and misappropriate NT-MDT's trade secrets
28 and cause NT-MDT irreparable injury.

1 58. Because of Kozodaeva's and Kozodaev's acts of infringement, NT-MDT
2 is without an adequate remedy at law in that damages are difficult to ascertain and,
3 unless injunctive relief is granted as prayed for herein, NT-MDT will be required to
4 pursue a several suits.

5 59. As a direct result of the conduct of Kozodaeva and Kozodaev, NT-MDT
6 has suffered and continues to suffer damages in an amount to be determined.

7 60. NT-MDT was unable to realize profit from its copyrighted and trade
8 secret works.

9 61. Kozodaeva and Kozodaev have committed all the above-stated acts
10 deliberately, willfully, maliciously and oppressively, without regard to NT-MDT's
11 proprietary rights.

12
13 COUNT 1 – TRADEMARK INFRINGEMENT (15 U.S.C. § 1125(a))

14 62. NT-MDT incorporates all previous statements as if fully stated herein.

15 63. NT-MDT has exclusively used the NT-MDT Mark on nano technology
16 instruments, namely, microscopes, measuring apparatus and measuring instruments,
17 namely, atomic force microscopes (AFM), scanning probe microscopes, integrated
18 AFM and confocal Raman systems, integrated AFM with interferometers for nano-IR
19 (infrared) measurements, scanning tunneling microscopes (STM), AFM for
20 electrochemical measurements, AFM with external magnetic fields, AFM for work in
21 low vacuum, AFM for quantitative nano-mechanical measurements, AFM for work in
22 liquids, computers, and computer software for control of AFM, SPM, STM systems,
23 image acquisition, image in the field of chemistry, physics, biology, semiconductors,
24 metrology, material science; electric apparatus and instruments, namely, atomic force
25 microscopes, scanning probe microscopes, scanning tunneling microscopes, scanning
26 confocal Raman; microscopes and parts in interstate commerce throughout the entire
27 U.S. since January 1999.
28

1 64. Having used the NT-MDT Mark since that time, NT-MDT has
2 established a substantial amount of good will, recognition, and association of the NT-
3 MDT mark with NT-MDT as the source of the products it sells bearing the MT-MDT
4 Mark.

5 65. NT-MDT's substantial and extensive use provides NT-MDT with
6 common law rights in the NT-MDT mark at least as early as January 1999.

7 66. As indicated in the '336 Registration, Kozodaeva alleges and admits that
8 she did not first begin using the mark identified in the '336 Registration in interstate
9 commerce until January 8, 2019.

10 67. The mark identified in the '336 Registration is identical to the NT-MDT
11 Mark NT-MDT has used since January 1999.

12 68. The goods listed in the '336 Registration are identical to the goods NT-
13 MDT has sold and used in interstate commerce since January 1999.

14 69. Having first used the NT-MDT Mark approximately 20 years prior to
15 Kozodaeva's first use of the NT-MDT Mark, NT-MDT has superior rights to
16 exclusively use the NT-MDT Mark in the U.S.

17 70. Kozodaeva's use of the mark identified in the '336 Registration is
18 substantially certain, if not highly likely to cause confusion among consumers in the
19 marketplace throughout the U.S.

20 71. Upon information and belief, Kozodaeva acted willfully and with the
21 intent to confuse and deceive the public.

22 72. Kozodaeva's acts have damaged NT-MTD's business, reputation and
23 goodwill and have interfered with NT-MDT's use of its own names and marks.

24 73. Kozodaeva's acts have already caused actual confusion in the
25 marketplace among consumers.

26 74. Moreover, Kozodaeva has caused, and unless enjoined will continue to
27 cause, irreparable harm and injury to NT-MDT for which there is no adequate remedy
28 at law.

COUNT 2 – COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501

75. NT-MDT incorporates all previous statements as if fully stated herein.

76. The above-described conduct by Kozodaeva and Kozodaev constitutes willful copyright infringement under the Copyright Act.

77. As a result of the above-described conduct by Kozodaeva and Kozodaev, NT-MDT has been damaged in an amount to be proven at trial.

78. By reason of the copyright infringements described above, NT-MDT is entitled to recover Kozodaeva's and Kozodaev's profits to the extent the same are not included as part of NT-MDT's damages.

79. In the alternative, at NT-MDT's election, NT-MDT is entitled to recover from Kozodaev and Kozodaeva statutory damages up to \$150,000.00 per copyright infringed for their willful copyright infringement, plus attorneys' fees.

COUNT 3 – MISAPPROPRIATION OF TRADE SECRETS
UNDER 18 U.S.C. § 1836

80. NT-MDT incorporates all previous statements as if fully stated herein.

81. NT-MDT owns certain valuable trade secrets including designs and schematics of its nanometer imaging and spectroscopy hardware.

82. These trade secrets are related to NT-MDT's products that are used in interstate and foreign commerce.

83. When Kozodaev was an employee at NT-MDT prior to his termination in 2017, Kozodaev directly copied and illegally obtained NT-MDT's trade secret designs and schematics for its own purpose and illegal scheme to exploit and sell the same hardware that NT-MDT sells.

84. While employed at NT-MDT, Kozodaev obtained access to the trade secret designs and schematics.

1 85. Kozodaev expended considerable time, effort, and expense to compile
2 and obtain NT-MDT's trade secret information, which may have also included NT-
3 MDT's sales and marketing strategy, product strategy, customer needs, and technology
4 innovation, including NT-MDT's confidential customer information creating
5 significant value for Kozodaev.

6 86. The trade secrets are not known to the public and are not readily
7 ascertainable by proper means to persons who could derive value from their disclosure
8 or use.

9 87. Each of the NT-MDT trade secrets mentioned herein derives
10 independent economic value, actual or potential, from not being generally known to,
11 and not being readily ascertainable through proper means by, another person (such as
12 Thermo) who can obtain economic value from the disclosure or use of the information.

13 88. NT-MDT undertook reasonable methods to maintain the secrecy of its
14 confidential trade secret information including by: (1) keeping the trade secret
15 information in locked facilities and in locked, password-protected, and secure
16 computer and network systems; (2) requiring nondisclosure agreements from non-
17 employees exposed to the trade secret information; (3) ensuring limited access to trade
18 secret information; and (4) requiring employees to maintain the confidentiality of all
19 such information.

20 89. NT-MDT entered into agreements with its employees, including
21 Kozodaev, which specifically prohibited them from using or disclosing any NT-MDT
22 trade secrets obtained in the course of their employment with NT-MDT.

23 90. These trade secrets are of substantial economic value and have conferred
24 a competitive advantage on NT-MDT.

25 91. On information and belief, Kozodaev and Kozodaeva have offered to sell
26 to third-party companies hardware and software derived from NT-MDT's trade secret
27 designs and schematics.

28

1 92. On information and belief, Kozodaev and Kozodaeva are knowingly
2 misappropriating NT-MDT's trade secrets and then using the trade secret information
3 to develop its technology, research, plans, products, marketing and selling strategies
4 and materials, business plans, prices, costs, suppliers, customers, and operational
5 practices, giving Kozodaev the ability and opportunity to develop products to compete
6 with NT-MDT that it would not have been able to develop and launch on the same
7 timeline without NT-MDT's trade secret information.

8 93. Kozodaev's acts of trade secret misappropriation, occurred on or after
9 the date of the enactment of the Defend Trade Secrets Act, May 11, 2016.

10 94. Kozodaev's current and continued misappropriation of NT-MDT's trade
11 secrets is reckless and malicious.

12 95. As a direct and proximate result of Kozodaev's current and continued
13 misappropriation of NT-MDT's trade secrets, NT-MDT will suffer imminent and
14 irreparable harm.

15 96. Unless enjoined by this Court, Kozodaev's acts of misappropriation will
16 continue and NT-MDT will continue to suffer irreparable harm.

17 97. NT-MDT has no adequate remedy at law, and is entitled to an injunction
18 under 18 U.S.C. § 1836(b)(3)(A).

19 98. On information and belief, Kozodaev continued use of these trade secrets
20 is willful and malicious, and NT-MDT is entitled to recover enhanced damages and its
21 reasonable attorneys' fees under 18 U.S.C. §§ 1836(b)(3).

22
23 COUNT 4 – MISAPPROPRIATION OF TRADE SECRETS
24 UNDER THE ARIZONA UNIFORM TRADE SECRETS ACT
25 ARIZ. REV. ST. 44-401 ET SEQ.

26
27 99. NT-MDT incorporates all previous statements as if fully stated herein.
28

1 100. Kozodaev's current and continued misappropriation of NT-MDT's trade
2 secrets is reckless and malicious.

3 101. As a direct and proximate result of Kozodaev's current and continued
4 misappropriation of NT-MDT's trade secrets under Ariz. Rev. Stat. 44-401 et seq, NT-
5 MDT will suffer imminent and irreparable harm.

6 102. Unless enjoined by this Court, Kozodaev's acts of misappropriation will
7 continue and NT-MDT will continue to suffer irreparable harm.

8 103. NT-MDT has no adequate remedy at law and is entitled to an injunction
9 under Ariz. Rev. Stat. 44-402.

10 104. On information and belief, Kozodaev continued use of these trade secrets
11 is willful and malicious, and NT-MDT is entitled to recover enhanced damages and its
12 reasonable attorneys' fees under Ariz. Rev. Stat. 44-403 and 44-404.

13
14 WHEREFORE, NT-MDT prays for judgment against Kozodaeva and
15 Kozodaev, as follows:

16 A. For a judgment and declaration that NT-MDT has superior trademark
17 rights to the NT-MDT Mark within the U.S. over Kozodaeva and Kozodaev;

18 B. For damages in an amount to be proven at trial against Kozodaeva and
19 Kozodaev for trademark infringement under 15 U.S.C. 1125(a);

20 C. For injunctive relief under § 43(a) of the Lanham Act and relate federal
21 trademark laws;

22 D. For costs and attorney's fees under federal trademark laws as this is an
23 exceptional case that Kozodaeva and Kozodaev have willfully caused;

24 E. For an order enjoining Kozodaev and Kozodaeva, their officers, agents,
25 employees, and those acting in concert or conspiracy with them, temporarily during
26 the pendency of this action and permanently thereafter from:

1 (a) infringing, or contributing to or participating in the infringement by others
2 the copyright in the Nova PX software or acting in concert with, aiding and
3 abetting others to infringe said copyright in any way;
4 (b) copying, duplicating, selling, licensing, displaying, distributing, or
5 otherwise using without authorization copies of the Nova PX software to which
6 NT-MDT is the owner of exclusive rights under the respective copyrights or
7 derivative works based thereon;

8 F. That Kozodaeva and Kozodaev be required to account for and pay over
9 NT-MDT the actual damages suffered as a result of the infringement and any of their
10 profits of attributable to the infringement of NT-MDT's copyright or exclusive rights
11 under copyright and to pay these damages to NT-MDT as to this Court will appear just
12 and proper within the provisions of the Copyright Act, or, in the alternative, at NT-
13 MDT's election, statutory damages for infringement of each separate copyright as set
14 forth in 17 U.S.C. § 504;

15 G. For an award of costs under 17 U.S.C. § 505 or as otherwise provided by
16 law;

17 H. For an award of attorneys' fees under 17 U.S.C. § 505;

18 I. A permanent injunction prohibiting Kozodaeva and Kozodaev from
19 unfairly competing with NT-MDT by using NT-MDT's confidential and trade secret
20 information that Kozodaev misappropriated as a former NT-MDT employee;

21 J. A finding that Kozodaeva and Kozodaev have no right to use NT-MDT's
22 confidential information or trade secrets;

23 K. An award of compensatory damages in an amount to be proven at trial
24 resulting from Kozodaeva and Kozodaev unfairly competing with NT-MDT by using
25 NT-MDT's confidential and trade secret information Kozodaev misappropriated as a
26 former employee of NT-MDT.

27 L. For interest on any fees and costs at the statutory rate of 10% per annum,
28 until paid in full;

1 M. For any other and relief as the Court may consider just and equitable.

2
3 Dated this 28th day of May 2019

4
5
6 By /Lance C. Venable

7
8 Lance C. Venable, SBN 017074
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10 4939 West Ray Rd.
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Attorney for Plaintiffs

EXHIBIT 9



Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88045462
LAW OFFICE ASSIGNED	LAW OFFICE 106
EXTENSION OF USE	NO
MARK SECTION	
MARK FILE NAME	https://tmng-al.uspto.gov/resting2/api/img/88045462/large
LITERAL ELEMENT	NT-MDT
STANDARD CHARACTERS	NO
USPTO-GENERATED IMAGE	NO
OWNER SECTION	
NAME	Kozodaeva, Irina S.
STREET	Hoveniersdreef 315
CITY	Apeldoorn
ZIP/POSTAL CODE	7328KJ
COUNTRY	Netherlands
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	009
CURRENT IDENTIFICATION	Apparatus for recording, transmitting and reproducing sound and images; Computer operating software; Computers; Data processing apparatus; Microscopes and their parts; Nautical and photographic apparatus and instruments, namely, underwater housings for cameras, underwater enclosures for cameras and underwater enclosures for photographic lenses; Optical apparatus, namely, a non-lethal security device that uses a light source to detect, warn, repel, temporarily blind, disorient, nauseate, disable, confuse, debilitate, stun, subdue, stop, or incapacitate persons or animals; Scientific apparatus and instruments for measuring relative DNA, RNA and protein and parts and fittings therefor; Transistors; Scanning probe microscopes
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	01/08/2019
FIRST USE IN COMMERCE DATE	01/08/2019
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT17\IMAGEOUT 17\880\454\88045462\xml12\SOU0002.JPG
SPECIMEN DESCRIPTION	product bearing mark
REQUEST TO DIVIDE	NO

PAYMENT SECTION	
NUMBER OF CLASSES IN USE	1
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	100
TOTAL AMOUNT	100
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Curt Handley, Esq./
SIGNATORY'S NAME	Curt Handley, Esq.
SIGNATORY'S POSITION	Attorney of Record, IL Bar Member
DATE SIGNED	03/10/2019
SIGNATORY'S PHONE NUMBER	888-932-5291
FILING INFORMATION	
SUBMIT DATE	Sun Mar 10 23:20:17 EDT 2019
TEAS STAMP	USPTO/SOU-XXX.XXX.XX.X-20 190310232017611741-880454 62-62014630986be7cf18b8bd d83c633b63789acaef24e29b9 1fd4b5b4d1677cbf4d-ET-790 9-20190310231825967527

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

To the Commissioner for Trademarks:

MARK: NT-MDT (Stylized and/or with Design, see <https://tmng-al.uspto.gov/resting2/api/img/88045462/large>)

SERIAL NUMBER: 88045462

The applicant, Kozodaeva, Irina S., having an address of
Hoveniersdreef 315
Apeldoorn, 7328KJ
Netherlands
is submitting the following allegation of use information:

For International Class 009:

Current identification: Apparatus for recording, transmitting and reproducing sound and images; Computer operating software; Computers; Data processing apparatus; Microscopes and their parts; Nautical and photographic apparatus and instruments, namely, underwater housings for cameras, underwater enclosures for cameras and underwater enclosures for photographic lenses; Optical apparatus, namely, a non-lethal security device that uses a light source to detect, warn, repel, temporarily blind, disorient, nauseate, disable, confuse, debilitate, stun, subdue, stop, or incapacitate persons or animals; Scientific apparatus and instruments for measuring relative DNA, RNA and protein and parts and fittings therefor; Transistors; Scanning probe microscopes

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/08/2019, and first used in commerce at least as early as 01/08/2019, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) product bearing mark.
[Specimen File1](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$100 will be submitted with the form, representing payment for the allegation of use for 1 class.

Declaration

- ☒ The signatory believes that the applicant is the owner of the mark sought to be registered.
For a trademark or service mark application, the mark is in use in commerce on or in connection with all the goods/services in the application or notice of allowance, or as subsequently modified.
For a collective trademark, collective service mark, collective membership mark application, the applicant is exercising legitimate control over the use of the mark in commerce by members on or in connection with all the goods/services/collective membership organization in the application or notice of allowance, or as subsequently modified.
For a certification mark application, the applicant is exercising legitimate control over the use of the mark in commerce by authorized users on or in connection with the all goods/services in the application or notice of allowance, or as subsequently modified, and the applicant is not engaged in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant.
- ☒ The specimen(s) shows the mark as used on or in connection with the goods/services/collective membership organization in commerce.
- ☒ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.

- ☒ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☒ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /Curt Handley, Esq./ Date Signed: 03/10/2019

Signatory's Name: Curt Handley, Esq.

Signatory's Position: Attorney of Record, IL Bar Member

Signatory's Phone: 888-932-5291

RAM Sale Number: 88045462

RAM Accounting Date: 03/11/2019

Serial Number: 88045462

Internet Transmission Date: Sun Mar 10 23:20:17 EDT 2019

TEAS Stamp: USPTO/SOU-XXX.XXX.XX.X-20190310232017611

741-88045462-62014630986be7cf18b8bdd83c6

33b63789acaef24e29b91fd4b5b4d1677cbf4d-E

T-7909-20190310231825967527



FEE RECORD SHEET

Serial Number: 88045462



RAM Sale Number: 88045462

Total Fees: \$100

RAM Accounting Date: 20190311

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20190310	\$100	1	\$100

Transaction Date: 20190310



EXHIBIT 10

Kenneth Motolenich-Salas

From: Kenneth Motolenich-Salas
Sent: Wednesday, April 22, 2020 12:16 PM
To: 'kieran@kieranmulcahysolicitors.com'
Cc: 'julie@kieranmulcahysolicitors.com'
Subject: notarization of Viktor Bykov and Andrey Bykov declarations
Attachments: Extract andrey bykov declaration.pdf; Extract viktor bykov declaration.pdf

Dear Sir:

I am an attorney representing Dmitry Kozodaev and Irina Kozodaeva in a U.S. trademark proceeding involving NT-MDT LLC. It is my understanding that two individuals associated with NT-MDT LLC, Messrs. Viktor Bykov and Andrey Bykov, are under an order from the Russian authorities to not leave the Russian Federation. However, I have been presented with two declarations, one for each of these individuals, wherein you affix a notarial seal dated Feb. 28, 2020. Please advise if either of these individuals personally appeared before you to obtain these notarizations or if, instead, they were not physically present before you when you made these notarizations. We are concerned about the possibility of "false" declarations being submitted (i.e., bearing notarizations of your law office, which is located in Ireland, on 28 Feb. 2020 when they were not there).



Alternative Number: 602-562-4208

ken@motosalaslaw.com

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<https://www.ip-lawexperts.com/expert-directory/ken-motolenich-salas/>

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<https://www.leadcounsel.org/attorney/ken-motolenich-salas>



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EXHIBIT 11

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PRINT(190) **RU** (111)**188978****RUSSIAN AGENCY
FOR PATENTS AND TRADEMARKS****Trademarks, service marks and appellations of origin**

Status: valid (last status change: 11/23/2003)

Trademarks, service marks(111) *Registration Number:* **188978**(210) *Application Number:* **99717236**(181) *Expiration date of registration:* **10.21.2009**(220) *Application submission date:*
10/21/1999(151) *Date of registration:* **05.25.2000**(450) *Date of publication:* **12.10.2000**

(540)



(732) Name of copyright holder:

Closed Joint-Stock Company NT-MDT, Moscow, Zelenograd (RU)

(591) Indication of color or color combination:

red, blue, white

(511) Classes of the MKTU and the list of goods and / or services:

09 - instruments and tools for scientific purposes, marine, geodetic, electrical, photographic, cinematic, optical, for weighing, measuring, signaling, control (verification), rescue and training; equipment for recording, transmitting, reproducing sound or images; magnetic storage media; sound discs; vending machines and mechanisms for prepaid devices; cash registers; calculating machines; equipment for information processing and computers; fire extinguishers.

Trademark, service mark notices

Change of name, surname, name, patronymic of the copyright holder

(771) Name of the previous copyright holder:

Closed Joint-Stock Company NT-MDT, 103460, Moscow, Zelenograd, South Prom. zone, building B

(732) Name of copyright holder:

Closed Joint Stock Company Nanotechnology MDT, 124460, Moscow, Zelenograd, bldg. 167Posted: **09/12/2004**

Renewal of trademark registration

(732) Rightholder:

Closed Joint Stock Company Nanotechnology MDT, 124460, Moscow, Zelenograd, building 167 (RU)1 until which the registration is renewed: **10.21.2019**(580) Date of amendment to the State Register of TK: **06/10/2009**Posted: **07/12/2009**

KOZ1053

Change of name, surname, name, patronymic of the copyright holder and / or location or place of residence

(771) *Previous name / copyright holder:*

Nanotechnology MDT Closed Joint-Stock Company, 124460, Moscow, Zelenograd, bldg. 167 (RU)

(732) *Rightholder:*

Closed Joint-Stock Company Nanotechnology MDT, 124482, Moscow, Zelenograd, building 100 (RU)

(580) *Date of amendment of the State Register of TK:* **05/04/2010**

Posted: **05/25/2010**

Registration of a license agreement

(732) *Rightholder:*

Closed Joint Stock Company Nanotechnology MDT, 124482, Moscow, Zelenograd, bldg. 100 (RU)

(791) *Licensee:*

Closed Joint-Stock Company "Instruments of Nanotechnology", 124482, Moscow, Zelenograd, bldg. 100 (RU)

Date and number of registration of the contract:

04/04/2010 RD0064084

(793) *Indication of the conditions and / or limitations of the license:*

Non-exclusive license for a period up to 12/01/2015 in the territory of the Russian Federation.

(580) *Date of amendment of the State Register of TK:* **05/04/2010**

Posted: **05/25/2010**

State registration of a right to use agreement

Type of contract: **licensed**

The person granting the right to use:

Closed Joint Stock Company Nanotechnology MDT, 124482, Moscow, Zelenograd, building 100 (RU)

Person entitled to use:

Scientific and Technical Company Limited Liability Company, 141400, Moscow Region, Khimki, Engels St., 27, room 49 (RU)

Date and number of state registration of the contract:

05.24.2016 RD0198635

(793) *Indication of the terms of the contract:*

Non-exclusive license for TK No. 188978 for a period up to 10.21.2019 in relation to goods of 09 cl. - electronic instruments and tools for scientific purposes, namely, electronic instruments for research and modification of objects, including using a scanning probe microscope; for TK No. 3667141, 367138 for a period up to 07/05/2017 in respect of goods of 09 cl. - electronic devices for research and modification of objects, including using a scanning probe microscope.

KOZ1054

(580) Date of entry in the State Register: **05.24.2016**

Date of publication of the notice: **12.06.2016**

State registration of an agreement on the alienation of the exclusive right to a trademark in relation to all goods and / or services

Person transferring the exclusive right:

Nanotechnology MDT Closed Joint-Stock Company, 124482, Moscow, Zelenograd, building 100 (RU)

(732) Copyright:

Yakovleva Anastasia Aleksandrovna, 197374, St. Petersburg, ul. Savushkina, d. 133, building 1, apartment 207 (RU)

(750) Address for correspondence:

P.A. Nechiporenko, pl. Youth, 2, bld. 1, office 14, Zelenograd, Moscow, 124482

Date and number of state registration of the contract:

09/17/2019 RD0310556

(580) Date of entry in the State Register: **09/17/2019**

Date of publication and bulletin number: **09/17/2019 Bul. Number 18**

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Berezhkovskaya nab., D. 30, building. 1, Moscow, G-59, GSP-3, 125993, Russian Federation E-mail: fips@rupto.ru

Phone: +7 (499) 240-6015, fax: +7 (495) 531-6318

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EXHIBIT 12

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019
VIA ESTTA General Filings

**REGISTRANT IRINA KOZODAEVA’S RESPONSES TO PETITIONER NT-MDT
LLC’S FIRST SET OF REQUESTS FOR ADMISSIONS**

Pursuant to TBMP § 407.03, 37 C.F.R. § 2.120, and Rules 26 and 36 of the Federal Rules of Civil Procedure, Applicant Registrant, Inc. (“Registrant”), by and through its undersigned counsel, responds to Petitioner’s (“Petitioner”) First Set of Requests for Admissions (“Requests”) served on August 12, 2019 as follows:

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections (“General Objections”) to each definition, instruction, and Request propounded in the Requests. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Requests does not waive any of Registrant’s General Objections.

1. Registrant objects to the Requests to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).

2. Registrant objects to each Request and to Petitioner’s “Definitions” and “Instructions” to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the

TTAB's Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner's definition of "Document" (Definition No. 9 in the Requests) to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner's definition of "Registrant," "you," or "your" (Definition No. 1 in the Requests) to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant's control.

5. Registrant objects to Petitioner's definition of "Communication" (Definition No. 6 in the Requests) as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Requests to the extent they purport to require Registrant to produce "all," "any," "each" or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Request to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity.

8. Registrant objects to the scope of the Requests on the grounds that they are overbroad and seek irrelevant information because they are unlimited geographically. Registrant will produce documents relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

9. Registrant objects to each Request to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only respond to these Requests subject to the TTAB's standard protective order.

10. Registrant objects to each Request to the extent it seeks information that is not

relevant to the parties' claims or defenses or proportional to the needs of the case.

11. Registrant objects to each Request to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

12. Registrant objects to each Request to the extent it seeks information that is not in the possession, custody, or control of Registrant.

13. Registrant objects to each Request to the extent that it seeks information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

14. These responses are based on discovery available as of the date hereof. Further discovery, independent investigation, or other analysis may lead to the discovery of additional information or documents, which may lead to additions or changes to the responses set forth herein. These responses are given without prejudice to Registrant's right to produce or rely on subsequently discovered information or documents.

RESPONSES TO REQUESTS FOR ADMISSIONS

REQUEST NO. 1: Admit that Petitioner's rights in Petitioner's Mark preceede any rights Registrant claims in the Challenged Mark.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

 Admitted **X** Denied

REQUEST NO. 2: Admit that the Challenged Mark was first used in commerce no earlier than January 8, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Registrant also objects to the Request on the grounds that it is vague and ambiguous in that the Request does not specify whether it seeks an admission of when the

Challenged Mark was first used by (i) Registrant or by a third party subject to a grant of right of use by Registrant, (ii) Petitioner, or (iii) a third party. Registrant interprets the Request as "Admit that the Challenged Mark was first used by Registrant or by a third party subject to a grant of right of use by Registrant in commerce no earlier than January 8, 2019." Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

REQUEST NO. 3: Admit that you did not sell/offer/provide any goods or services under the Challenged Mark before January 8, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Registrant further objects to this Request to the extent it is not limited geographically to interstate commerce (viz., export from the US, importation into the US, commerce within the US across the border of more than one state). Registrant's response is limited to any sale, offer for sale, or providing of goods or services in interstate commerce. Registrant also objects to the Request on the grounds that it is vague and ambiguous in that the Request uses the phrase "sell/offer/provide". Registrant interprets the Request as "Admit that you did not sell, offer for sale, or provide for sale any goods or services in interstate commerce under the Challenged Mark before January 8, 2019." Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

REQUEST NO. 4: Admit that Petitioner's Mark was used in commerce prior to January 8, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

Mark with "Petitioner's Mark." On this basis, Registrant interprets "Petitioner's Mark" to be "NT-MDT" (viz., "Admit that you are aware of no facts or evidence that contravenes Petitioner's claim that it commenced use of NT-MDT at least before January 8, 2019." Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

REQUEST NO. 9: Admit that you are of aware of no facts or evidence that contravenes Petitioner's claim that Petitioner used Petitioner's Mark continuously in commerce since before July 19, 2018, through the date the Petition for Cancellation in this matter was filed on May 14, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Registrant further objects to this Request to the extent it equates the Challenged Mark with "Petitioner's Mark." On this basis, Registrant interprets "Petitioner's Mark" to be "NT-MDT" (viz., "Admit that you are of aware of no facts or evidence that contravenes Petitioner's claim that Petitioner used NT-MDT continuously in commerce since before July 19, 2018, through the date the Petition for Cancellation in this matter was filed on May 14, 2019."). Subject to the foregoing Objections, Registrant responds to the Request as follows:

☐ Admitted ☒ Denied

REQUEST NO. 10: Admit that you have not yet sold or offered for sale any goods under the Challenged Mark in interstate commerce in the United States.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

☐ Admitted ☒ Denied

REQUEST NO. 11: Admit that you advertised no goods or services under the Challenged

Mark to U.S. consumers before January 8, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

REQUEST NO. 12: Admit that the literal (text) portions of Petitioner's Mark and the Challenged Mark are phonetically identical.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

REQUEST NO. 13: Admit that the graphic element of the Challenged Mark symbolizes a probe or cantilever needle that penetrates to the hidden part of a specimen that is to be viewed using a microscope.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied

REQUEST NO. 14: Admit that the Challenged Mark is intended to suggest that the products sold under the mark are related to goods identical to or related to the goods listed in the Description of Goods under Class 9 in your registration of the Challenged Mark.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Registrant objects to this Request on the grounds that it is vague, ambiguous, and

unintelligible. Pursuant to Fed. R. Civ. P. 36(a)(4), Registrant does not possess sufficient knowledge or information enabling into admit or deny this Request as currently worded. If Petitioner submits a reworded Request that is understandable, Registrant will respond. Subject to the foregoing Objections, Registrant responds to the Request as follows:

REQUEST NO. 15: Admit that you have sold/offered/provided all the goods identified in the Description of Goods under Class 9 in your registration under the Challenged Mark as of January 8, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Registrant further objects to this Request to the extent it is not limited geographically to interstate commerce (*viz.*, export from the US, importation into the US, commerce within the US across the border of more than one state). Registrant's response is limited to any sale, offer for sale, or providing of goods or services in interstate commerce. Registrant also objects to the Request on the grounds that it is vague and ambiguous in that the Request uses the phrase "sold/offered/provided." Registrant interprets the Request as "Admit that you have sold, offered for sale, or provided for sale in interstate commerce all the goods identified in the Description of Goods under Class 9 in your registration under the Challenged Mark as of January 8, 2019." Subject to the foregoing Objections, Registrant responds to the Request as follows:

☒ Admitted ☐ Denied.

REQUEST NO. 16: Admit that you intend to sell or offer for sale all the goods identified in the Description of Goods under Class 9 in your registration under the Challenged Mark as of the service date of these requests.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Registrant further objects to this Request to the extent it is not limited

☒ Admitted _____ Denied

REQUEST NO. 50: Admit that your attorney, Mr. Curt Handley, delivered a copy of Bates No. Document NT-00049 to NT-00056 to you via email on or about April 10, 2019.

RESPONSE: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing Objections, Registrant responds to the Request as follows:

_____ Admitted ☒ Denied

Dated: September 11, 2019

Respectfully submitted,

MotoSalas Law, PLLC

 /

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas
16210 North 63rd Street
Scottsdale, AZ 85254
Telephone: (202) 257-3720
Email: Ken@motosalaslaw.com
Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2019, I filed the foregoing via ESTTA with the Trademark Office Trademark Trial and Appeal Board and that a true and complete copy of the foregoing has been served on counsel for Petitioner NT-MDT LLC by forwarding said copy on September 11, 2019 via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com


/_____/

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

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Latest News

We at NT-MDT Co. will never stop supporting our users as much as we can. A few Manuals in Chinese (Traditional and Simplified) are already available. More will come up soon.
30.12.2003

We have released the WAP site! <http://wap.ntmdt.com> So you can get the most important information about our company and distributors using your cell phone any time.
22.10.2003

[Software for SPM](#) page in [Technical Support](#) is updated. DOS and Windows Control Programs are updated. In DOS Control Program interactive HELP is included.
25.09.2003

New product release! [Solver MFM](#) for magnetic materials research with external variable magnetic field
22.04.2003

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Australian Conference on Microscopy & Microanalysis 18, 2004, Geelong, >>
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NEW Pre-relise Windows Software. You can download from [Software for SPM](#) page in [Technical Support](#).
30.06.2004

[Products](#) page is updated. Information about Test Sample **STEPP** (Silicon Test Echeloned Pattern) for AFM height calibrating in angstrom and single nanometer intervals is added.
06.04.2004

We continue to support our users as much as we can. A few Manuals in Chinese (Traditional and Simplified) are already available. More will come up soon.
30.12.2003

We have released the WAP site! <http://wap.ntmdt.com> So you can get the most important information about our company and distributors using your cell phone any time.
22.10.2003

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Exhibitions

[MicroScience2004](#), London, UK, [>>](#)
July 6-8, 2004

[Microscopy & Microanalysis 2004](#), Savannah, Georgia USA, [>>](#)
August 1-5, 2004

[Asia SPM4](#), Taipei Symposium on Nanotechnology, Taiwan, [>>](#)
August 10-15, 2004

[EMC 2 0 0 4](#), The thirteenth European Microscopy Congress, University of Antwerp, Campus Middelheim, Groenenborger complex, Belgium, [>>](#)
August 22 - 27, 2004

[Moscow Industrial Exhibition "Moscow and russian regions"](#), Moscow, Russia, [>>](#)
August 24-27, 2004

["Nanokorea 2004"](#) 2004 Int'l Nanotech Exhibition & Symposium in Korea, Korea, Seoul, [>>](#)
August 24-27, 2004

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RBA Award



NT-MDT President V.A. Bykov - Prize-winner of the Russian Business Academy Award.
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Scanning Spectroscopic Confocal Microscope. Flash Demo (735K), requires [Flash plug-in](#). [View Demo](#) ✨

SSCM Nanofinder

3-D tomography by confocal laser microscope based on cross-section spectroscopy at 0.2um spot... [Find Out How](#)

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 November 28 - December 2, 2005, Boston, MA, USA

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NTMEX 2005**
 Desember 05-07, 2005, Moscow, building of Moscow Government

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[See more](#)**Presentation**Scanning Spectroscopic Confocal Microscope. Flash Demo (735K), requires [Flash plug-in](#). [View Demo](#) **SSCM Nanofinder**3-D tomography by confocal laser microscope based on cross-section spectroscopy at 0.2um spot... [Find Out How](#)**Latest News**On [NanoEducator](#) page Instruction Manual and Laboratory experiments (Study Book) are renewed.
01.03.2005On [Application Notes](#) page the description of [Automated SPM measurements](#) is added.
17.12.2004On [Application Notes](#) page the description of [The investigations of biological polymers by Atomic Force Microscopy](#) is added.
18.11.2004Upgrade SPM NanoEducator control program is available from [Software for SPM](#) page in [Technical Support](#).
09.11.2004[More news](#) **Exhibitions**Microscopy of Semiconducting Materials - MSMXIV, University of Oxford,
April 11- 14, 2005MicroTechnology / HANNOVER MESSE, Hannover Germany
April 11-16, 2005Third Latin American Symposium on Scanning Probe Microscopy (III LASPM), Ouro Preto, Brasil
April 18-20, 2005The World Nano-Economic Congress, Ireland,
April 20-21, 2005The SIXTH INTERNATIONAL FORUM "HIGH TECHNOLOGY of XXI", Moscow, Expocentr,
April 18-22, 2005"Nanomeeting-2005", Minsk, Byelorussia
May 24-27, 2005SEMICON Singapore 2005, Singapore
May 4- 6, 2005International Nanoscience and Nanotechnology Workshop, Iran
May 1- 7, 2005**2005 NSTI Nanotechnology Conference and Trade Show Nanotech 2005, Anaheim, California, U.S.A.,**
May 8-12, 2005Microscopical Society of Canada Annual Meeting, Hamilton, Ontario, Canada,
May 18-20, 2005

Viruses & Cells, Barga, Italy,

KOZ3077

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"Polymers in Nanoscience and Nanotechnology", Gargnano, Lake Garda (Italy), May 29 - June 3, 2005

E-MRS 2005, Strasbourg, France, >> May 31 - June 3, 2005

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[Products](#) page is updated. Information about Test Sample **STEPP** (Silicon Test Echeloned Pattern) for AFM height calibrating in angstrom and single nanometer intervals is added.
06.04.2004

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30.12.2003

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[Software for SPM](#) page in [Technical Support](#) is updated. DOS and Windows Control Programs are updated. In DOS Control Program interactive HELP is included.
25.09.2003

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Exhibitions

The High Technologies Week in St.Peterburg, St.Petersburg, Russia, 
June 8-11, 2004

Conference " Postgenomnaja era in biology and problems of biotechnology ", Russia, Kazan, 
June 17-18, 2004

7th International Conference on Nanostructured Materials, Wiesbaden, Germany, 
June 20-24, 2004

SCM 2004 Second Seeheim Conference on Magnetism, Seeheim, Germany, 
June 27- July 1, 2004

NANO-8 (8th International Conference on Nanometer-Scale Science, Italy, Venece, 
June 28-July 2, 2004

MicroScience2004, London, UK, 
July 6-8, 2004

Microscopy & Microanalysis 2004, Savannah, Georgia USA, 
August 1-5, 2004

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 30.06.2004

[Products](#) page is updated. Information about Test Sample **STEPP** (Silicon Test Echeloned Pattern) for AFM height calibrating in angstrom and single nanometer intervals is added.
 06.04.2004

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 22.10.2003

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Microscopy & Microanalysis 2004, Savannah, Georgia USA,
 August 1-5, 2004

EMC 2004, The thirteenth European Microscopy Congress, University of Antwerp, Campus Middelheim, Groenenborger complex, Belgium,
 August 22 - 27, 2004

Moscow Industrial Exhibition "Moscow and russian regions", Moscow, Russia,
 August 24-27, 2004

"Nanokorea 2004" 2004 Int'l Nanotech Exhibition & Symposium in Korea, Korea, Seoul,
 August 24-27, 2004

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[Ntegra Complete](#) and [Solver PRO](#) pages are updated, VRML presentations concerning their configurations are added.
20.07.2004

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[Microscopy & Microanalysis 2004](#), Savannah, Georgia USA, >>
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EMC 2 0 0 4, The thirteenth European Microscopy Congress, University of Antwerp, Campus Middelheim, Groenenborger complex, Belgium, >>
August 22 - 27, 2004

"Nanokorea 2004" 2004 Int'l Nanotech Exhibition & Symposium in Korea, Korea, Seoul, >>
August 24-27, 2004

Moscow Industrial Exhibition "Moscow and russian regions", Moscow, Russia, >>
August 24-27, 2004

International Zagreb Fair, Zagreb, Republic of Croatia
September 14-19, 2004

Nanofair 2004, St. Gallen, Switzerland, >>
September 14-16, 2004

Nano and Giga Challenges in Microelectronics Symposium and Summer School Research and Development Opportunities, Cracow, Poland, >>
September 13-17, 2004

10 Международная конференция по физике протяженных дефектов в полупроводниках "EDS-2004", Chernogolovka, Russia
September 11-17, 2004

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25.09.2003

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Exhibitions
Perspective technologies of 21st centuries, Moscow Russia, 
May 18-21, 2004

SPM 2004 Conference and STM'8, Beijing, China, 
May 23-27, 2004

E-MRS 2004: 2004 European Materials Research Society Spring Meeting, Strasbourg, France, 
May 24-28, 2004

International Symposium "Biological Motility", Pushino, Russia, 
May 23-June 1, 2004

The All-Russia conference "The centers of collective use: Condition and prospects of development", Saint-Petersburg, Russia, 
May 31 - June 2, 2004

SEM-2004, Chernogolovka, Russia, 
June 2-4, 2004

The High Technologies Week in St.Peterburg, St.Petersburg, Russia, 
June 8-11, 2004

7th International Conference on Nanostructured Materials, Wiesbaden, Germany, 
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7th International Conference on Nanostructured Materials, Wiesbaden, Germany,
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SCM 2004 Second Seeheim Conference on Magnetism, Seeheim, Germany,
June 27- July 1, 2004

NANO-8 (8th International Conference on Nanometer-Scale Science, Italy, Venece,
June 28-July 2, 2004

MicroScience2004, London, UK,
July 6-8, 2004

Microscopy & Microanalysis 2004, Savannah, Georgia USA,
[August 1-5, 2004](#)

Asia SPM4, Taipei Symposium on Nanotechnology, Taiwan,
August 10-15, 2004

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[Publications](#) page is updated.
Topic search is added.
21.09.2004

NEW release Windows
Software is available from
[Software for SPM](#) page in
[Technical Support](#).
28.08.2004

[Ntegra Complete](#) and [Solver
PRO](#) pages are updated, VRML
presentations concerning their
configurations are added.
20.07.2004

[Products](#) page is updated.
Information about Test Sample
STEPP (Silicon Test Echeloned
Pattern) for AFM height
calibrating in angstrom and
single nanometer intervals is
added.
06.04.2004

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Exhibitions

IV International Conference "
Solid State Chemistry and
modern micro- and
nanotechnologies", Kislovodsk,
Russia
September, 19-24, 2004

SEMI Expo CIS 2004, Moscow,
Russia
September 27 - October 2, 2004

World Nano-Economic Congress
Singapore 2004, Singapore
October 13-14, 2004

The international week of high
technologies, China
October 12-17, 2004

2004 International Symposium
on Nano Science and
Technology, 2004-INST,
Tainan, Taiwan, >>
November 2-5, 2004

**30th International Symposium
for Testing and Failure Analysis
(ISTFA), Worcester, Boston,
MA, USA, >>
November 14-18, 2004**

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Exhibitions

The 7th Russian Conference on Physics of Semiconductors "Semiconductors -2005"



September 18-23, 2005, Zvenigorod, Moscow region, Russia

EXPO 2005

In the Russian Federation exhibition the NTEGRA SPM based system and nanolithograph "Mona Lisa" performed with it are presented (see [press-release](#) of 29.04.2005).



March 25 - September 25, 2005, Japan, Aichi.

Informational Technologies from Russia

September 19-25, 2005, Hungary, Budapest

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NT-MDT was awarded



of "Russian Innovation - 2005"
Diploma for its project
Probe NanoLaboratory **NTEGRA**.
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Probe Selection Guide

NEW!

The [Probe Selection Guide](#) is now available on [ntmdt-tips.com](#). It can help you to choose appropriate cantilever for your application.

NT-MDT in space

[Nanolithograph
"Mona Lisa" on ISS.](#)



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Latest News

On [Application](#) Notes page the description of [The investigations of biological polymers by Atomic Force Microscopy](#) is added.
18.11.2004

Upgrade SPM NanoEducator control program is available from [Software for SPM](#) page in [Technical Support](#).
09.11.2004

On [SPM Basics](#) page the [Scanning Optical Microscopy](#) basics are added.
28.10.2004

On [SPM Metodology](#) page the description of [different methods of preparing biological samples](#) is added.
28.10.2004

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Exhibitions

MRS Fall Meeting, Boston, MA, USA, >>
November 29 - December 3, 2004

Scientific and technical exhibition " the Scientific equipment and devices ", Berlin, Germany
November, 29 - December, 3

ASCB 44TH ANNUAL MEETING, Washington, DC USA, >>
December 4-8, 2004

Nanotechnologies for production 2004, Fryazino, Russia, >>
December, 8-9, 2004

International specialized exhibition in micro and nanotechnology "MNTEX-2004", Moscow, Russia
December 8-10, 2004

"Technologies from Russia", Italy, Venice
January, 12-16, 2005

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On Application Notes page the description of Automated SPM measurements is added.

On Application Notes page the description of The investigations of biological polymers by Atomic Force Microscopy is added.

Upgrade SPM NanoEducator control program is available from [Software for SPM](#) page in [Technical Support](#).

On [SPM Basics](#) page the [Scanning Optical Microscopy](#) basics are added.


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Exhibitions

The V Moscow international
interior of innovations and
investments, Moscow, Russia
February 15-18, 2005


JAPAN NANO 2005, Tokyo,
Japan
February, 21-25, 2005


Surfaces and Interfaces –
Engineering at the Nanoscale,
Frankfurt am Main
March 7-9, 2005

1st Vienna International
Conference on Micro- and
Nano-Technology, Vienna,
Austria, 
March 9 - 11, 2005

SEMICON China 2005,
Shanghai, China, 
March 15-17, 2005

Scanning Probe Microscopes for
Nanoscience and
Nanotechnology, Davos,
Switzerland
March 21-22, 2005

UK SPM 2005, Warwick , UK,

 March 21-22, 2005

SCANNING PROBE
MICROSCOPY - 2005, Nizhniy
Novgorod, Russia, 
March 25-29, 2005

IGCAR, Kalpakam (Workshop,
Conference) organized by Dr.
Tyagi, India, Mumbai
March 2005

MRS 2005 Spring Meeting, San Francisco, USA, 
March 28 - April 01, 2005

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The purpose of the company is to supply the world market with the high quality Scanning Probe Microscopes and related accessories. To serve our customers with the best products and service in the world is our job that we have already been doing perfectly for 10 years.

High-Tech Equipment:

- [Scanning Probe Microscopes \(SPM\)](#);
- [Silicon Micromechanics for Nanotechnology](#) (cantilevers, calibration gratings, mechanical motion transducer etc.);
- Langmuir-Blodgett systems and more.

Registered address (Please use this address for Express Mail delivery):






NT-MDT Co.
Building 167, Zelenograd, Moscow, 124460, Russia.

Postal address:

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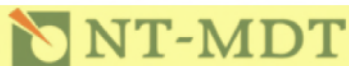
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Bio AFM

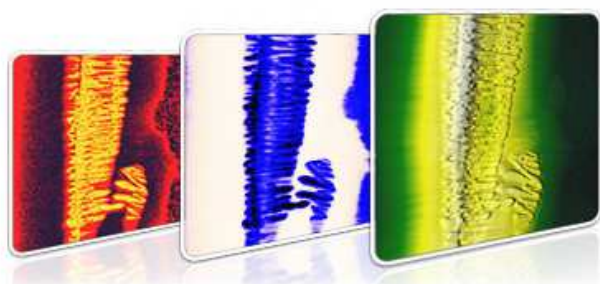
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Morphological, mechanical, chemical, electric, magnetic and other properties within a single scan

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NT-MDT News

08.08.2013

Dr. Sergei Magonov, the CEO of NT-MDT Development Co, gave an **interview to AZoNano** about new **HybriD™ AFM Mode**.

07.08.2013

NT-MDT is actively innovating in their product line. We offer you our latest development for the SOLVER Nano line.

Upcoming events

2013 MRS Fall Meeting & Exhibit

Boston, Massachusetts. December, 1-6, 2013

6th International 'HIDA' Conference Nagasaki

Japan. December, 2-4, 2013

Graphene 2014

France, Toulouse. May, 6-9, 2014

Upcoming webinars

Clearing the Marketing Fog Surrounding the Oscillatory Atomic Force Microscopy Modes

Dr. Sergei Magonov

The webinar will be held on Nov 19st, you may register for the webinar by clicking here:

Tue, Nov 19, 2013 2:00 PM - 3:00 PM EST<https://www4.gotomeeting.com/register/300710415>

Can't attend? We invite you to receive information about future webinars and news...
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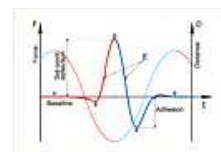
Looking forward to your registration!

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Innovative Atomic Force Microscopy **HybriD Mode™** provides comprehensive information about your sample.

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Sales support manager (Russia, Canada, Latvia, Estonia, Lithuania, the countries of the CIS, Hungary, Poland, Czechia, Slovakia, Yugoslavia, Romania, Bulgaria, Iran, Turkey, Egypt)

Sales support manager (Japan, India, Israel, Australia, USA, Singapore)

Sales support manager (Europe)

Sales support manager (SPM accessories)

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[Dmitry Selivanov](#)
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K-Tek Nanotechnology LLC, USA

Address: 9755 SW Commerce Cir. Suite B1 Wilsonville, OR 97070**Contact person:** Michael Huey**Phone:** 503-783-1622
Toll free: 1-800-880-0172**Fax:** 503-598-9721**E-mail:** michaelhuey@ktekintl.com**Web-site:** <http://www.kteknano.com/>**Comments:** SPM accessories - cantilevers, calibration gratings, test samples, HOPG, SNOM probes etc.

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2255 MARTIN AVENUE SUITE H
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CA 95050**Contact person:** Dr. Yuri Bobrov**Phone:** 408 988 8409**Fax:** 408 988 8442**E-mail:** info@ntmdt-america.com

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Events calendar

Period	Event	Place	Booth
January 2010			
January, 3-8, 2010	IEEE INEC 2010	China, Hong Kong	
January, 25-31, 2010	Annual scientific session in MEPHI	Rassia, Moscow	
February 2010			
February, 20-26, 2010	ICONN 2010	Australia, Sydney	Nº1,2
March 2010			
March, 15-20, 2010	Symposium of "Nanophysics and Nanoelectronics 2010"	Russia, Nizhniy Novgorod	
March, 21-26, 2010	DPG- conference 2010	Germany, Regensburg	
April 2010			
April, 5-9, 2010	MRS Spring Meeting 2010	USA, San Francisco	
May 2010			
May 31 - June 5, 2010	GPBNM - 2010	Russia, Saint-Petersburg	
June 2010			
June, 8-10, 2010	E-MRS Spring Meeting 2010	France, Strasbourg	
June 29 - July 1, 2010	MICROSCIENCE 2010- UK SPM	UK, London	
November 2010			
November 30 - December 3, 2010	MRS Fall Meeting 2010	USA, Boston	


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November 2012		
14-15	<u>NMAET V London (Nano-Molecular Analysis for Emerging Technologies)</u>	United Kingdom, London
27-29	<u>Nanotechnologies Kazan 2012</u>	Russia, Kazan
November 28 - December 2	<u>MRS Fall Meeting 2012</u>	USA, Boston

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Nanotechnology is exploding. The world of small sizes has never been as vital for so many directions in science and industry. With this new direction comes a greater need for measurement on the atomic scale and new demands for reliable, precise, and multi-purpose instrumentation. **NT-MDT enjoys a 17-year history in instrumentation created specifically for nanotechnology research, leading the field in originality, quality, and high tech development.**

We strive for next-generation SPM technology, whether it be in pure modularity that allows a university or industrial lab to start with a cost-effective core product and build to a grand, multi-user research center or the ultimate amalgamation of SPM with related technologies that has resulted in ultramicrotomy for nanotomography and spectroscopy-based instruments that meld the world of imaging with the world of chemical analysis. We believe passionately in pushing the envelope for rapid innovation while still delivering superb customer service.

NT-MDT offers expert service and applications development through more than 20 representative offices and distributor centers around the globe. There are two key branch offices opened in Holland and Ireland. In the past five years, our installed base has grown to over 800 instruments, promoting growth of both lab and research programs world-wide.

Whether you are engaged every day in nano research or just contemplating it, coupling your specific scientific knowledge and expertise with our competence in instrument creation will produce the highest quality research results currently available.

Mission

Our mission is to enable researchers, engineers and developers to conduct nanoscale research by creating ever more perfect nanotechnology instrumentation. Along the way, we maintain a global perspective, always taking into consideration the needs of student in the classroom, the researcher at the cutting edge in the laboratory, and the practicalities of industrial R&D.

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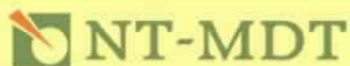
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22-25	<u>NanoTech Poland International Conference & Exhibition</u>	Poznan, Poland
29-30	<u>Surfaces and Thin Films - Analytics in Practice Workshop</u>	Dubendorf (Zurich), Switzerland

July 2016

5-7	<u>SPM Meeting</u>	Warwick University, Coventry, UK
24-28	<u>M&M 2016</u>	<u>Columbus Convention Centre, Columbus, OH</u>
25-29	<u>19th International Conference on Non-Contact Atomic Force Microscopy</u>	East Midlands Conference Centre, Nottingham, UK
25-28	<u>META 2016</u>	Convention & Exhibition Centre, Torremolinos (Malaga), Spain

August 2016

14-19	<u>IMRC 2016</u>	Cancun, Mexico
21-25	<u>ISAF/ECAPD/PFM Conference</u>	Technische Universität Darmstadt, Germany
August 31 - September 3	<u>NanoteC16</u>	Trinity College Dublin, Ireland

September 2016

25-29	<u>XV Brazilian MRS meeting</u>	Expo Dom Pedro – Campinas / SP
27-29	<u>MSE 2016</u>	Darmstadt, Germany

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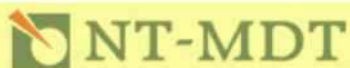
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How to find us in Zelenograd

Central office:**NT-MDT Co.** Building 100, Zelenograd, Moscow 124482, Russia**Phone:**

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Fax:

+7 (499) 735-6410

E-mail:spm@ntmdt.ru**Postal address:****NT-MDT Co.** Post Box 158 Building 317-A Zelenograd, Moscow 124482, Russia[Resources](#) | [Customer support](#) | [About company](#) | [Events calendar](#) | [News](#) | [Contacts](#) | [AFM Upgrade options](#) | [Site map](#)Copyright © 1998 - 2016, **NT-MDT**

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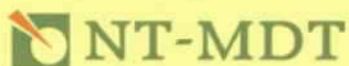
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Events calendar



June 2015

21-24	<u>7th International Conference on Scanning Probe Spectroscopy and Related Methods (SPS'15)</u>	Poznan, Poland
25-27	<u>7th National Conference on Nanotechnology</u>	Poznan, Poland
June 29 - July 2	<u>MMC2015 incorporating EMAG 2015</u> MMC2015: all about microscopy	Manchester Central, UK 106

July 2015

12-15	<u>ISHHC17</u> Homogeneous and Heterogeneous Catalysis	UTRECHT, Netherlands
12-17	<u>ICAVS8</u>	Vienna, Austria G3

August 2015

13-14	<u>CARBONHAGEN 2015</u> <u>6th symposium on carbon and related nanomaterials</u>	
16-20	<u>ACS Fall</u>	Boston, United States

September 2015

8-10	<u>Physical Aspects of Polymer Science</u>	Manchester, UK
8-10	<u>Nanospectroscopy for Two-dimensional Materials</u>	Chemnitz, Germany
14-18	<u>5th International Seminar of Nanoscience and Nanotechnology</u>	Havana International Conference Center, Habana, Cuba
15-18	<u>E-MRS Fall</u>	Warsaw, Poland

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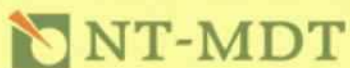
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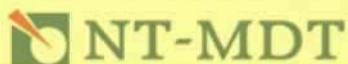
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News

NT-MDT in the USA. News Letter # 6, June 2015

09.06.2015



Printable version

Introducing a Full Set of Oscillatory Resonant AFM Modes

Following our main mission in providing our customers with expanding capabilities in Atomic Force Microscopy (AFM) we have completed the development of a full set of oscillatory resonance modes. In addition to the well-established amplitude modulation mode with phase imaging (AM-PI) our microscopes are empowered with two additional modes: amplitude modulation with frequency imaging (AM-FI) and frequency modulation (FM).

The creation of these modes was made possible by a novel controller, which incorporates the broadband digital lock-in amplifiers and phase locked loop. From the Table below, which describes all three modes, one can see that in each mode two of three characteristics (amplitude and phase, frequency) of the oscillating probe are fixed and the third is detected together with the surface profile. Therefore, in AM-PI mode the height and phase images are recorded.

In AM-FI mode one obtains the height and frequency images; and in FM mode - the height and amplitude images. In AM-PI mode servo on amplitude at the resonant frequency of the non-interacting probe is used for topography tracking. In AM-FI mode the servo is on amplitude at the effective resonance frequency of the probe, which changes with the tip-sample interactions. In all three modes the additional images can be constructed from properties such as dissipation. From a theoretical view, variations of the probe amplitude, frequency and phase are related to the tip-sample forces, which reflect the samples properties through different relationships (models).

We expect that phase, frequency and amplitude images recorded simultaneously with the height images reflect some common as well as specific features of the sample properties. Currently we are performing studies of various materials in all three modes and often with the additional use of the oscillatory non-resonant **HybriD Mode**.

From the Social Networks

In previous issues we have already mentioned that several discussion groups at LinkedIn are dealing with opinion exchange about AFM applications. The current discussion concerns the quantitative nanomechanical measurements in the non-resonant oscillatory techniques such as **HybriD Mode**, PeakForce, Jumping Mode, Pulsed Force, etc. <https://www.linkedin.com/grp/post/2815697-6012042480814411778>

From this discussion it is clear that the use of these techniques is far from trivial and that efficient imaging routines need to be worked out to get the reliable quantitative data.

An example of such studies is given below with the frequency image and elastic modulus map of a blend of polystyrene and low-density polyethylene. The correlation between the frequency shift and elastic modulus is obvious. More applications of AM-FI and FM modes were reported during the recent Webinar on May 28th, and will be presented in the upcoming application note. Please visit: <http://www.ntmdt.com/webinars/archive> to view the recording and download the pdf of the webinar presentation.

Mode	AM-PI	FM	AM-FI
Fixed Variables	Frequency Amplitude (ω_1)	Phase=90°; Freq. shift	Phase=90°; Amplitude(ω)
Measured Signals	Amplitude & hase (by LIA)	Frequency Amplitude	Amplitude Frequency
Imaging Channels	Topography & Phase	Topography Amplitude	Topography Frequency

Frequency image of polystyrene domains in matrix of low density polyethylene. The image was obtained in AM-FI mode.

Elastic modulus map of polystyrene domains in matrix of low density polyethylene. The image was obtained in HybriD mode.

The general aspects of elastic modulus mapping in **HybriD Mode** were presented in our application note and, currently, we are preparing the detailed operation instructions that cover the following topics: a rational determination of the optical sensitivity, an optimized choice of the probe for testing materials with different elastic modulus; and the peculiarities of elastic modulus mapping at the nanometer scale.

An example of high-resolution modulus mapping of a blend of polystyrene and low density polyethylene is given above.

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3 Jan 2016

Our hard-working researchers and
completely devoted to development
and change of environment might be useful for recharging
our "batteries".

Our senior systems engineer John Alexander took a short break in May and spent few days with his family in Hawaii. The picture shows him and his wife Megan.

Past and Forthcoming Events

On **May 18** the NT-MDT Seminar "Expanding Atomic Force Microscopy Studies to Quantitative and High-Resolution Mapping of Local Mechanical and Electrical Properties" was conducted in Molecular Foundry of LBNL, Berkeley, CA. The seminar was attended by more than 40 researchers and brought a wide discussion of AFM application topics.

On **May 28** the NT-MDT Webinar "New Developments in AFM Oscillatory Resonance Modes: Frequency Imaging and Frequency Modulation" was broadcasted in the USA and Europe.

August 3-5 - NT-MDT will take part in **Microscopy and Microanalysis 2015 Meeting in Portland**. Our NEXT scanning probe microscope with advanced Hybrid controller will be exhibited at our booth # 1580, where we will conduct two tutorials:

"Quantitative AFM Mapping of Mechanical Properties of Polymers" - on Monday, August 3rd;

"New Developments in AFM Oscillatory Resonance Modes: Frequency Imaging and Frequency Modulation" - on Wednesday, August 5th.

In the scientific program on August 5th Marko Surtchev will give a talk entitled "High-Resolution Mapping of Quantitative Elastic Modulus of Polymers".

Cool AFM Images

Height image of polystyrene domains in a matrix of low-density polyethylene. The image was obtained in frequency modulation mode.

Height image of polystyrene domains in matrix of polybutadiene. The image was obtained in AM-PI mode.

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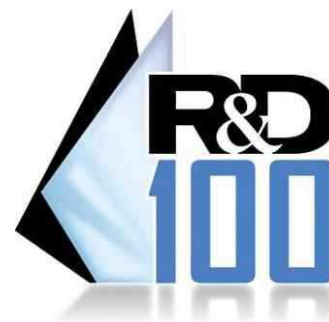
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EXHIBIT 15

July 15, 2009

Andreuk Denis
NT-MDT Company
Building 100,
Zelenograd, Moscow
Russia



Dear Denis,

Congratulations! The **SOLVER Next** has been selected by an independent judging panel and editors of *R&D Magazine* as a recipient of a **2009 R&D 100 Award**. This award recognizes the 100 most technologically significant products introduced the past year. On behalf of the *R&D* staff, I would like to congratulate you and your project team on the design, development, testing, and production of this remarkable product.

Please Note: This is an early notification of your selection as a 2009 R&D 100 Award Winner. **There is an embargo on public announcement of all R&D 100 winners until July 20, 2 pm** when the formal announcement will be made via the *R&D Daily* e-newsletter and www.rdmag.com Web site.

As the submitter of your entry, you are the only member on your team being informed of this award. **Please notify all other members of your team and joint submitters about this award and their accomplishment.** However, refrain from any release of information outside of that group until July 20, 2 pm. If you have any questions, please call Paul Livingstone at 973-920-7032.

All team members are cordially invited and expected to participate in this year's Gala Awards Banquet during the evening of Nov. 12, 2009, at the Renaissance Orlando Hotel at SeaWorld in Florida. As ever, our Awards Banquet is an eventful Black Tie formal occasion, and we anticipate a memorable evening at our new location this year.

All Banquet activities, reservation information, and associated information will be automated through our RegOnline Web site (www.regonline.com/rdawards) by Aug. 1, 2009. Please make your plans early, reservations for prime seating locations at the Awards Banquet go quickly. Updates and more information can also be found at www.rdmag.com. Please contact Jack Apostolik at 973-920-7185 or jack.apostolik@advantagemedia.com with questions about the Banquet.

As part of the extensive R&D 100 activities, we need two pictures from you: one of your winning product and another of the product development team. These pictures are used for announcements in *R&D* magazine, on www.rdmag.com, a multimedia event at the Awards Banquet, and for promotional materials for media representatives. Please identify all the people in the picture so we can identify them appropriately. Photos must be digital, high-resolution color images with a minimum of 300 dpi. Images should be TIF or JPG format, at least 4 inches wide, and submitted as separate files. Send all photos to Managing Editor Lindsay Hock at 973-920-7036 or at Lindsay.Hock@advantagemedia.com. Reference award identification number (N171) in the subject line. Photos received by July 24 may be included in special e-newsletters promoting the event.

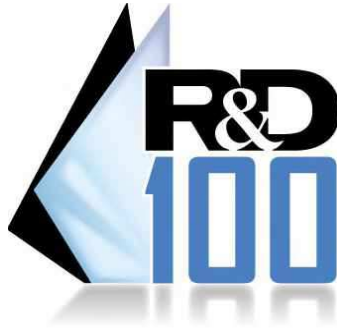
Please note the attachment below this letter for additional requirements on wording for your award, as well as the R&D 100 Awards Marketing Opportunities.

Again, congratulations on your award and we look forward to seeing you in Orlando on Nov. 12!

Sincerely,

A handwritten signature in black ink, appearing to read "Rita C. Peters", written in a cursive style.

Rita C. Peters, Editorial Director



R&D 100 AWARD CONFIRMATION

2009 R&D 100 Winners are required to submit the **exact** wording and spelling of the organization's name, co-submitting organizations, and product name in the manner they want it publicized by R&D Magazine and displayed on your R&D 100 Award Plaque

Award Name (as submitted): SOLVER Next
Award ID No: N171

Customized R&D 100 Plaques can be ordered by contacting Jack Apostolik at 973-920-7185 or jack.apostolik@advantagemedia.com.

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Exhibitors

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The organizations listed in the links below exhibited at the 2009 MRS Fall Meeting.

Exhibitors Image

For complete information about becoming an exhibitor at an upcoming meeting [click here](#).

Links

- ▶ [5N Plus Inc., Booth 918](#)
II-VI Metals and Compounds; Precursors for Opto-electronics; Recycling
- ▶ [A2 Technologies, Booth 711](#)
FTIR Instruments; Analytical Instruments
- ▶ [Accelrys, Inc., Booth 508](#)
Materials Studio; Pipeline Pilot
- ▶ [Across International LLC, Booth 1310](#)
Planetary Ball Mills & Jars; High Temperature Furnaces; Lab Presses; Ovens
- ▶ [Advanced Diamond Technologies, Inc., Booth 210](#)
NaDiaProbes (All-diamond AFM Probes); UNCD Diamond Wafers
- ▶ [Advanced Research Systems, Inc., Booth 416](#)
Closed and Open Cycle Cryogenic Systems; Cryogenic Probe Station
- ▶ [Agilent Technologies, Booth 401](#)
Atomic Force, Scanning Probe and Scanning Tunneling Microscopes; Particle Analyzers; Nanoindentation Systems; In-situ Mechanical Testing Systems
- ▶ [AIST-NT, Inc., Booth 1307](#)
Atomic Force Microscopes, AFM-Raman, SPM Accessories
- ▶ [aixACCT Systems GmbH, Booth 723](#)
Materials Analyzers; aixDBLI
- ▶ [AIXTRON AG, Booth 425](#)
MOCVD and OVPD Equipment; ALD, AVD and CVD Equipment; Black Magic CVD and PECVD Equipment
- ▶ [AJA International, Inc., Booth 308](#)
Magnetron Sputtering Systems; Magnetron Sputtering Sources; Substrate Holders/Heaters
- ▶ [Alfa Aesar, A Johnson Matthey Company, Booth 925](#)
High-Purity Metals; Evaporation Materials; Ceramics
- ▶ [Ambios Technology, Inc., Booth 601](#)
Profilometers; Interferometers; AFM/SPM
- ▶ [American Chemical Society, Publications, Booth 125](#)
Journals (Web and Print); Magazines; Books
- ▶ [American Institute of Physics, Booth 117](#)
Physics Journals; Conference Proceedings; Scitation online Journal Hosting Platform
- ▶ [American Physical Society, Booth 121](#)
Physics Journals; PhysicsNew Free Online Journal; PROLA (Online Archive)
- ▶ [Ames Laboratory, US DOE, Booth 220](#)
Custom Alloys; High Purity Metals; Single Crystals

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Andeen-Hagerling, Inc., Booth 1007

Ultra-precise Capacitance Bridges; Ultra-stiff Capacitors

▶ Animatec Instruments AG, Booth 1211

AFM and STM; LockIn Amplifiers; SPM Controllers

▶ Angstrom Engineering Inc., Booth 911

Sputter Deposition System; Thermal Evaporation System; Custom Thin Film Deposition System

▶ Angstrom Sciences, Booth 1306

Magnetrons; Sputtering Material; Sputtering Cathodes

▶ Angstrom Scientific Inc., Booth 622

Nano and Micro Manipulators; Nanotest Indenter System; TM1000 Benchtop SEM

▶ Angstrom Sun Technologies, Inc., Booth 1029

Spectroscopic Ellipsometer; Microspectrophotometer; Thin Film Thickness Measurement Tools; Reflectometer

▶ Annealsys, Booth 804

RTP; RTCVD; Annealing; MOCVD; Spray-CVD; LPCVD

▶ Applied NanoStructures, Inc., Booth 721

SPM Probes

▶ Applied Surface Technologies, Booth 1204

CO2 Snow Jet; Surface Cleaning

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Atomic Force Microscopes; Scanning Probe Microscopes

▶ attocube systems AG, Booth 604

Nanopositioning Systems; Microscopes; Interferometers

▶ B&W; Tek, Inc., Booth 706

Portable Raman Spectrometers; UV/VIS/NIR Spectrometers; Solid-state Lasers

▶ Baden-Wuerttemberg International, Booth 1300

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▶ Blue Wave Semiconductors, Inc., Booth 324

Substrate Heaters; Thin Film Coatings; PVD, CVD Deposition Systems

▶ Boston Applied Technologies, Inc., Booth 1019

Ferroelectrics; Nanopowders; Electro-optical Ceramics

▶ Brooks Automation, Inc., Booth 206

Vacuum Quality Measurement Instrument; Total Pressure Measurement Solutions; Cryogenic Vacuum Solutions

▶ Bruker, Booth 301

X-Ray Diffraction Instruments; Detectors; Microanalysis Instruments

▶ Cambridge NanoTech Inc., Booth 709

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▶ Cambridge University Press, Booth 108

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APT, SIMS, EPMA

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▶ Carbon Design Innovations, Inc., Booth 1308

AFM Probes; CNT AFM Probes

▶ Carl Zeiss MicroImaging, Inc., Booth 505

Microscopes; Imaging Systems; Imaging Software

▶ Carl Zeiss SMT Inc., Booth 501

Scanning Electron Microscopy; Helium Ion Microscopy; Transmission Electron Microscopy

▶ CEM Corporation, Booth 807

Discover Microwave Synthesizer; MARS Microwave Synthesizer; Explorer Automated Microwave Synthesizer

▶ CETR, Booth 520

Universal Nano+Micro+Macro Materials Testers

▶ Charles Supper Company, Inc., Booth 323

Micro-Positioners; Spindle Stage; Goniometer Heads; Thin Wall Capillary Tubes

▶ Chemat Technology, Inc., Booth 201

Spin Coater; Coating Equipment; Chemical Precursors

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COMSOL Multiphysics; COMSOL Reaction Engineering

► [CRYO Industries of America, Inc., Booth 905](#)

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CrystalMaker; CrystalDiffraction; SingleCrystal

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► [Dr. Eberl MBE-Komponenten GmbH, Booth 1021](#)

Effusion Cells; Cracker Sources; Deposition Equipment

► [Dyesol Limited, Booth 1022](#)

Dye Solar Cell Technology Equipment; MaterialsDyes, Pastes, Electrolytes, Components

► [easyLab Technologies Ltd., Booth 621](#)

Diamond Anvil Cells; Spectroscopy Systems; Pressure Cells

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► [EDAX Inc., Booth 916](#)

Energy Dispersive X-ray; EBSD; X-ray Detectors

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Microscopy Supplies; Material Specimen Preparation

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Books; Journals; Electronic Products

► [Energy Beam Sciences, Inc., Booth 722](#)

SEM Prep Equipment; Alicona-MeX 3D Imaging; Detector & Chamber Scopes

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[Herzan LLC, Booth 608](#)

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[Hielscher USA, Inc., Booth 1200](#)

Ultrasonic Processor

[HORIBA Scientific, Booth 801](#)

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[Integrated Dynamics Engineering, Booth 930](#)

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[International Centre For Diffraction Data \(ICDD\), Booth 507](#)

Powder Diffraction File (PDF-4+; PDF-2, PDF-4/Organics)

[International Union of Crystallography, Booth 105](#)

Journals; Reference Books; Online Services

[InVacuo, Inc. Booth 322](#)

Vacuum Systems; Vacuum Components

[ION-TOF USA, Inc., Booth 820](#)

TOF-SIMS; Materials Qtac100 LEIS; PPMS-AFM

[IOP Publishing, Booth 106](#)

Leading Journals including Nanotechnology, JPCM, MSMSE and NJP

[Janis Research Company, Inc., Booth 313](#)

Micromanipulated Probe Stations; 4 K and 10 K Mechanical Closed-Cycle Refrigerators; Continuous Flow and Reservoir Cryostats

[Japan Society of Applied Physics, Booth 118](#)

Journals, such as Applied Physics Express, Japanese Journal of Applied Physics

[JEOL USA, Inc., Booth 700](#)

TEM; SEM; FIB; Sample Prep; AFM; E-beam; Ion Beam; FE-SEM; LV-SEM; FEG-SEM

[k-Space Associates, Inc., Booth 422](#)

KSA MOS Multi-Beam Optical Sensor; KSA BandiT Temperature Monitor; KSA RateRat Pro

[Kaufman & Robinson, Inc., Booth 1304](#)

Ion/Plasma Sources; Power Supplies; Electron Sources

[Keithley Instruments, Inc., Booth 901](#)

Sensitive Electrical Measurement Instruments; I-V Characterization Systems

[Kimball Physics, Inc., Booth 813](#)

Electron Guns; Ion Guns; Electron Sources; Cathodes; Floating Power Supplies; UHV Vacuum Fittings and Chambers; Faraday Cups

[KLA-Tencor Corporation, Booth 1302](#)

Stylus Profiler; Universal Microscope

[KP Technology Ltd., Booth 1201](#)

Scanning Kelvin Probe; UHV Kelvin Probe; Scanning Kelvin Probe with SPV

[KSV Instruments, Booth 808](#)

Langmuir Blodgett Instruments; Surface Plasmon Resonance; Interfacial Sheer

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- ▶ [Lake Shore Cryotronics, Inc., Booth 800](#)
Hall Effect Measurement Systems; Probe Stations; Cryogenic Instruments and Sensors
- ▶ [Laser Quantum Ltd., Booth 923](#)
Solid-State Lasers
- ▶ [Leica Microsystems Inc., Booth 316](#)
Leica EM TXP Planer; EM TIC020 Ion Beam Cutter; EM RES101 Ion Beam Miller; DCM 3D Measuring Microscope
- ▶ [Linseis Inc., Booth 832](#)
Thermal Conductivity; Seebeck Coefficient; Resistivity
- ▶ [Maney Publishing, Booth 126](#)
Journals; Books; Online Collections
- ▶ [MANTIS Deposition Ltd., Booth 321](#)
Deposition Systems; Nanoparticle Systems; E-Beam Evaporators
- ▶ [MBraun, Inc., Booth 421](#)
Gloveboxes; Solvent Purification Systems; Thin Film Deposition Systems
- ▶ [McAllister Technical Services, Booth 913](#)
UHV Translators, BLT, XYZ, Rotary; Kelvin Probes; Complete Vacuum Systems
- ▶ [MDC Vacuum Products, LLC, Booth 900](#)
Flanges and Fittings; Valves; Viewports and Glass Components; Feedthroughs; Motion and Manipulation Instruments; Thin Film Deposition; Custom Engineering
- ▶ [Metrohm USA, Inc., Booth 625](#)
Electro Chemical Systems; Impedance Characterizations; Sensors; EQCM
- ▶ [METTLER TOLEDO, Booth 818](#)
MP90; DSC1; TGA/DSC1
- ▶ [MICOS USA LLC, Booth 623](#)
Precision Micro Devices; High Vacuum Motion Devices; Custom Motion Devices
- ▶ [Micro Materials Limited, Booth 802](#)
NanoTest System; MicroTest System
- ▶ [Micro Photonics Inc., Booth 1016](#)
Micro-CT; X-Ray Diffraction; X-Ray Cameras/Sources
- ▶ [MicroFab Technologies, Inc., Booth 707](#)
Precision Microdispensing Systems; Jeblab-4; Jeblab-II; Jetting Components
- ▶ [Milstein Zhang & Wu LLC, Booth 1303](#)
Legal Services; Patent Law
- ▶ [MMR Technologies, Inc., Booth 1003](#)
Hall Effect Measurement Systems; Seebeck Effect Measurement Systems; Variable Temperature Microprobes
- ▶ [MTI Corporation, Booth 209](#)
Diamond Saw; High-Temperature Furnace; Polishing Machine
- ▶ [NanoAndMore USA Inc., Booth 611](#)
AFM Probes; Digital Optical Microscopes; Digital Holographic Microscopes
- ▶ [Nanofactory Instruments AB, Booth 702](#)
In situ TEM/SPM; AFM-TEM Systems; TEM Nanoindentation
- ▶ [NanoInk, Inc., Booth 912](#)
NLP 2000 System; DPN 5000 System; NanoProfessor
- ▶ [NanoMagnetics Instruments Ltd.](#)
Atomic Force Microscope; MK-Scanning Probe Microscope; SPM Control Electronics and Software
- ▶ [Nanonics Imaging Ltd., Booth 803](#)
AFM/Raman; TERS; Multiprobe SPM/NSOM/Confocal; AFM/SEM/FIB; Cryogenic NSOM/AFM/Confocal Raman
- ▶ [Nanosurf AG , Booth 710](#)
Atomic Force Microscopes; Scanning Tunneling Microscopes; AFM/STM Supplies
- ▶ [Nanotec Electronica S.L., Booth 719](#)
Full Mode Cervantes AFM; Dulcinea SPM Control Unit; WSxM Free SPM Software
- ▶ [Nanounity, Booth 821](#)
Atomic Force Microscope; Scanning Ion Conducting Microscope; AFM Probes
- ▶ [Nanovea, Booth 1020](#)
Profilometers; Mechanical Testers; Tribometers

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Research & Development Funding; Innovation; Grants

- ▶ [Nature Publishing Group, Booth 112](#)
Journals
- ▶ [NBM Design, Inc., Booth 1206](#)
Engineered PLD Systems; PLD Components; Complete Lab Setup
- ▶ [Neocera, LLC, Booth 717](#)
Pulsed Laser Deposition; Pulsed Electron Deposition
- ▶ [Netzsch Instruments Inc., Booth 924](#)
Thermal Analysis; Thermal Conductivity; Calorimeters
- ▶ [NIST, Booth 216](#)
Standard Reference Materials; Data and Calibration Services
- ▶ [NIST, Center for Nanoscale Science and Technology, Booth 217](#)
Research Program; Nanofabrication Facility
- ▶ [NIST, Technology Innovation Program, Booth 219](#)
- ▶ [Nonsequitur Technologies Inc., Booth 921](#)
Ion Guns; Electron Guns; Ion Sources
- ▶ [Nor-Cal Products, Inc., Booth 205](#)
Vacuum Chambers; Vacuum Components Flanges & Fittings; Valves
- ▶ [nPoint, Inc., Booth 607](#)
Nanopositioning Systems; AFM Upgrades; OEM Design
- ▶ [NT-MDT Co., Booth 307](#)
Scanning Probe Microscopes; Probe Nanolaboratories; Cantilevers, Calibrations, Gratings, Test Samples for SPM
- ▶ [Ocean NanoTech LLC, Booth 1210](#)
Quantum Dot; Iron Oxide; Magnetic Nanoparticles
- ▶ [Ocean Optics Inc., Booth 730](#)
LIBS; Raman; Nano-Calc
- ▶ [Olis, Inc., Booth 809](#)
UV/Vis and NIR Spectrophotometry; Circular Dichroism Spectroscopy; Fluorescence Spectrophotometers
- ▶ [Olympus Industrial America Inc., Booth 1024](#)
Inverted Metallographs; Upright Microscopes; Stereo Microscopes
- ▶ [Omicron NanoTechnology USA, Booth 1011](#)
UHV SPM; Surface Science Instrumentation; MBE
- ▶ [OriginLab Corporation, Booth 616](#)
Origin 8 and OriginPro 8 Software
- ▶ [Oxford Applied Research, Booth 522](#)
Nanocluster Source; Atom/Plasma Source; Ion Milling System
- ▶ [Oxford University Press, Booth 110](#)
Books; Journals
- ▶ [PANalytical Inc., Booth 1000](#)
X-ray Spectrometers; X-ray Diffraction; X-ray Fluorescence
- ▶ [Park Systems Inc., Booth 317](#)
AFM Products; AFM Mode Options
- ▶ [Photon Technology International, Inc., Booth 907](#)
Steady State Fluorescence, Time-Resolved Fluorescence, NIR Luminescence
- ▶ [Physical Electronics, Booth 712](#)
Scanning Auger; SIMS; XPS; ESCA; TOF-SIMS; Materials Analysis; Surface Analysis
- ▶ [Physics Today, Booth 119](#)
Publications; Buyers Guide
- ▶ [piezosystem jena, Inc., Booth 708](#)
Nanopositioning Systems; Piezo Stages; Microscope Stages
- ▶ [Plasma Process Group, Inc., Booth 620](#)
Ion Beam Sources; RF/DC Power Supplies; RF Neutralizers
- ▶ [Plasma-Therm LLC, Booth 729](#)
Plasma Etch; PECVD
- ▶ [Plasmaterials, Inc., Booth 320](#)
Sputtering Targets; Backing Plates; Evaporation Materials
- ▶ [Polytec, Inc., Booth 819](#)

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Protochips, Inc., Booth 725

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PVD Products, Inc., Booth 1202

Sputter Systems; Sputter Sources; Pulsed Laser Deposition Equipment

Q-Sense, Booth 810

QCM

Quantum Design, Inc., Booth 511

Physical Property and Magnetic Property Measurement Systems

Radiant Technologies, Inc., Booth 1004

Ferroelectric Testers; Multiferroic & Piezoelectric Test Systems; Ferroelectric Components; Educational Test Systems and Materials

Refining Systems, Inc., Booth 1009

Sputtering Targets; Evaporation Materials; Wires and Tubing

Renishaw Inc., Booth 816

Raman Microscopes; Spectrometers

Research and PVD Materials Corporation, Booth 509

PVD Materials; Sputtering Targets; Evaporation Sources

ReynoldsTech Fabricators, Inc., Booth 904

RHK Technology, Inc., Booth 605

SPM Universal Controls; UHV STM; UHV AFM/STM

Rigaku Americas Corporation, Booth 213

X-ray Diffraction Systems; Small Angle X-ray Scattering Systems

Rigol Technologies USA, Inc., Booth 920

Digital Storage Oscilloscopes; Function/Arbitrary Waveform Generators; Digital Multimeters

RSC Publishing, Booth 114

Journals; Books; Learned Society Membership

SAFENANO, Booth 223

Research Consulting and Safety Services

SAGE Publications, Booth 122

Books; Journals

Seki Technotron Corporation, Booth 617

Plasma CVD Systems; Hot-Filament CVD Systems; Microwave Plasma CVD Systems

Scientific Instruments, Inc., Booth 811

9700 Controller; 1901 Indicator; 430 Diode

Semicore Equipment Inc., Booth 1212

Sputtering Systems; Evaporation Systems; Custom PVD Systems & Components

Sigma-Aldrich, Booth 1030

Organic Electronics; Alternative Energy; Nanomaterials

Silicon Sense, Inc., Booth 1205

Silicon Wafers; Foundry Services

South Bay Technology, Inc., Booth 931

Ion Beam Sputter Deposition; Reactive Ion Etcher; Plasma Cleaner/Trimmer

SouthWest NanoTechnologies Inc., Booth 806

Single-wall Carbon Nanotubes; Specialty Multiwall Carbon Nanotubes

SPECS USA Corp., Booth 618

STM; LEEM; Energy Analyzers

SPEX SamplePrep LLC, Booth 1008

Mixer/Mills; Freezer/Mills; X-Press

SPI Supplies, Booth 1203

Electron Microscopy Supplies; Sputter Coaters; Plasma Etchers

Spire Corporation, Booth 1012

Thin Film; Biomedical; Nano-materials; Coating; Surface Treatment

Springer, Booth 101

Books; Journals; Periodicals

STAIB Instruments, Inc., Booth 716

RHEED; Spectrometer; Electron Guns; XPS; Auger

Strem Chemicals, Inc., Booth 825

Nanomaterials; CVD and ALD Precursors; Chemicals

Structured Materials Industries, Inc., Booth 922

MOCVD Systems; ALD Systems

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- ▶ [Taylor & Francis GroupCRC Press, Booth 111](#)
Books; Journals; Web-Base Products
- ▶ [TCI America, Booth 908](#)
Laboratory Chemicals; Custom Synthesis; HPLC Chiral Columns
- ▶ [TDK-Lambda Americas Inc., Booth 1305](#)
Genesys Programmable AC/DC Power Supplies
- ▶ [Ted Pella, Inc., Booth 517](#)
Vacuum Coaters; Vacuum Supplies; Calibration; Microscopy Sample Preparation Supplies/Accessories
- ▶ [TEMwindows.com, Booth 1309](#)
TEM Windows; Nanoparticle Separation Devices
- ▶ [The Mellen Company, Inc., Booth 902](#)
Furnaces; Controls; Heating Elements
- ▶ [Thermionics Vacuum Products, Booth 412](#)
Sample Handling; Thin Film Deposition Equipment; Valves
- ▶ [Thermo Fisher Scientific, Booth 829](#)
Surface Analysis; Raman/InfraRed; Microanalysis
- ▶ [THINKY USA, Inc., Booth 828](#)
Non-Vacuum Mixer/Vacuum Mixer
- ▶ [TORR International, Inc., Booth 1023](#)
Magnetron Sputtering, Electron Beam & Thermal Evaporation Systems; Reactive Ion Etching Systems
- ▶ [Trek, Inc., Booth 703](#)
High-Voltage Amplifiers; Contacting/Noncontacting Electrostatic Voltmeters; Surface Charge/Charge Decay Measurement
- ▶ [Trion Technology, Inc., Booth 1025](#)
RIE/ICP; PECVD; Photoresist Strippers
- ▶ [UHV Design Ltd., Booth 409](#)
UHV Motion and Heating Products; Sample Manipulation; Deposition and Analysis Vacuum Components
- ▶ [ULVAC Technologies, Inc., Booth 713](#)
Lab Furnaces; Seebeck Coefficient; Laser Flash
- ▶ [University of Massachusetts Lowell](#)
Nanomanufacturing; Polymers; Plastics; Sensors; Environmental Health & Safety
- ▶ [Varian, Inc., Booth 516](#)
Vacuum Pumps; Vacuum Systems; Leak Detectors
- ▶ [VAT, Inc., Booth 817](#)
Control Valves; Vacuum Valves
- ▶ [Veeco Instruments Inc., Booth 300](#)
Atomic Force Microscopes; Optical Interferometric Profilers; Stylus Profilers; Confocal Profiler Microscope
- ▶ [VG Scienta, Inc., Booth 523](#)
Surface Analysis Systems; UHV Systems; Surface Analysis & UHV Components
- ▶ [Virginia Semiconductor, Inc., Booth 212](#)
Silicon Wafers; SOI Wafers; Ultrathin Wafers
- ▶ [Wafer World Inc., Booth 906](#)
Silicon Wafers; Germanium; SOI
- ▶ [Wayne Kerr Electronics Inc., Booth 830](#)
Impedance, Inductance, Component and Precision Magnetics Analyzers; LCR and Capacitance Meters; High Current DC Bias and Telecom Testing Systems
- ▶ [Wiley, Booth 109](#)
Books; Journals; Databases
- ▶ [WITec Instruments Corp., Booth 600](#)
Confocal Microscopy; Scanning Near-Field; Raman AFM
- ▶ [J.A. Woollam Company, Inc., Booth 1005](#)
Spectroscopic Ellipsometers; Measurement Services
- ▶ [WV Nano Initiative, Booth 225](#)
Nanoscience Research; Work Force Development; Shared Facilities

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- ▶ [XeI Scientific, Inc., Booth 1028](#)
De-contaminators for SEMs; De-contaminat
- ▶ [Yeagle Technology Inc., Booth 919](#)
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- ▶ [Zemetrics Inc., Booth 823](#)
ZeMapper High Precision Optical Profilometer; ZeScope 3D Optical Profiler
- ▶ [Zeta Instruments, Booth 609](#)
3D Microscope; 3D Profile Measurements; Film Thickness Measurements
- ▶ [Zygo Corporation, Booth 812](#)
High Precision Measurement Systems; Optics; Optical Design/Assembly



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EXHIBIT 17



**UAB „ELEKTROTECHNINIŲ GAMINIŲ
SERTIFIKAVIMO CENTRAS“ (EGSC)**

Kaukysos g. 18, LT -11342 Vilnius
Lietuvos Respublika

Certificate of Conformity

15th June 2011

No. CE801.B11030

Holder: „NT-MDT“ Co,
Building 100, Moscow, Zelenograd, 124482 Russia.

This certificate of conformity declares that product

scanning probe microscopes;
electronic control unit of the scanning probe microscopes

trade mark  NT-MDT

type (model)

SPM NTEGRA, SPM SOLVER,
SPM Controller

manufactured by

„NT-MDT“ Co,
Building 100, Moscow, Zelenograd, 124482 Russia

complies with the essential requirements of the Low Voltage Directive 2006/95/EC and of the EMC Directive 2004/108/EC.

This certificate of conformity is based on evaluation electronic control unit of the scanning probe microscope documentations according EN 60950-1:2006, EN 55024:1998+A1:2001+A2:2003, EN 55022:2006, EN 61000-3-2:2006, EN 61000-3-3:1995+A1:2001+A2:2005 requirements.
EGSC report No. CE-017-11/1 dated 15.06.2011.

This Certificate of Conformity is the basis of EC Declaration of Conformity and CE Marking. Relevant directives have to be observed.

This Certificate of Conformity does not permit the use of the EGSC Mark of Conformity.

Director



V. Keršys

KOZ3282



**UAB „ELEKTROTECHNINIŲ GAMINIŲ
SERTIFIKAVIMO CENTRAS“ (EGSC)**

Kaukysos g. 18, LT -11342 Vilnius
Lietuvos Respublika

Certificate of Conformity

15th June 2011

No. CE801.B11029

Holder: „NT-MDT“ Co,
Building 100, Moscow, Zelenograd, 124482 Russia.

This certificate of conformity declares that product

scanning probe microscope

trade mark  NT-MDT

type (model)

SPM NanoEducator

manufactured by

„NT-MDT“ Co,
Building 100, Moscow, Zelenograd, 124482 Russia

complies with the essential requirements of the Low Voltage Directive 2006/95/EC and of the EMC Directive 2004/108/EC.

This certificate of conformity is based on evaluation scanning probe microscope documentations according EN 60950-1:2006, EN 55022:2006, EN 55024:1998+A1:2001+A2:2003, EN 61000-3-2:2006, EN 61000-3-3:1995+A1:2001+A2:2005 requirements.
EGSC report No. CE-017-11 dated 15.06.2011.

This Certificate of Conformity is the basis of EC Declaration of Conformity and CE Marking. Relevant directives have to be observed.

This Certificate of Conformity does not permit the use of the EGSC Mark of Conformity.

Director



V. Keršys

KOZ3283

EXHIBIT 18

K0Z2804

EXHIBIT 19

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,

Petitioner,

v.

Irina Kozodaeva,

Registrant.

Opposition No. 92/071,349

Mark: NT-MDT Design Mark

Reg. No. 5,753,336

Filing Date: July 19, 2018

Registered: May 14, 2019

**REGISTRANT IRINA KOZODAEVA’S RESPONSES TO PETITIONER NT-
MDT LLC’S SECOND SET OF REQUESTS FOR ADMISSIONS**

Pursuant to TBMP § 407.03, 37 C.F.R. § 2.120, and Rules 26 and 36 of the Federal Rules of Civil Procedure, Applicant Registrant, Inc. (“Registrant”), by and through its undersigned counsel, responds to Petitioner’s (“Petitioner”) Second Set of Requests for Admissions (“Requests”) as follows:

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections (“General Objections”) to each definition, instruction, and Request propounded in the Requests. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Requests does not waive any of Registrant’s General Objections.

1. Registrant objects to the Requests to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).
2. Registrant objects to each Request and to Petitioner’s “Definitions” and

“Instructions” to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the TTAB’s Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner’s definition of “Document” (Definition No. 9 in the Requests) to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner’s definition of “Registrant,” “you,” or “your” (Definition No. 1 in the Requests) to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant’s control.

5. Registrant objects to Petitioner’s definition of “Communication” (Definition No. 6 in the Requests) as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Requests to the extent they purport to require Registrant to produce “all,” “any,” “each” or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Request to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity.

8. Registrant objects to the scope of the Requests on the grounds that they are overbroad and seek irrelevant information because they are unlimited

geographically. Registrant will produce documents relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

9. Registrant objects to each Request to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only respond to these Requests subject to the TTAB's standard protective order.

10. Registrant objects to each Request to the extent it seeks information that is not relevant to the parties' claims or defenses or proportional to the needs of the case.

11. Registrant objects to each Request to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

12. Registrant objects to each Request to the extent it seeks information that is not in the possession, custody, or control of Registrant.

13. Registrant objects to each Request to the extent that it seeks information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

14. These responses are based on discovery available as of the date hereof. Further discovery, independent investigation, or other analysis may lead to the discovery of additional information or documents, which may lead to additions or changes to the responses set forth herein. These responses are given without prejudice to Registrant's right to produce or rely on subsequently discovered information or documents.

RESPONSES TO REQUESTS FOR ADMISSIONS

REQUEST NO. 51: Admit that the subject trademark rights allegedly licensed in the March 25, 2019 license agreement between Techno-NT and NT-MDT B.V. included only the Russian trademark registration No. 188978.

Response: Deny.

REQUEST NO. 52: Admit that a Russian trademark registration conveys no rights whatsoever in any trademark rights within the United States.

Response: Admit.

REQUEST NO. 53: Admit that nowhere in the “Full List of Assets of the Closed Joint Stock Company ‘Nanotechnology-MDT’” document dated March 7, 2019 (KOZ3-16) does the document expressly state that it includes any U.S. common law rights in the Challenged Mark as one of the assets.

Response: Deny.

REQUEST NO. 54: Admit that you have no facts or any evidence to contest Petitioner’s allegation that Victor Bykov, in his authority as an owner of CJSC NT-MDT, orally assigned the rights to the Challenged Mark to CJSC NTI in 2003.

Response: Deny.

REQUEST NO. 55: Admit that you have no facts or any evidence to contest Petitioner’s allegation that Victor Bykov, in his authority as an owner of CJSC NTI, orally assigned the rights to the Challenged Mark to NT-MDT Service & Logistics in 2005.

Response: Deny.

REQUEST NO. 56: Admit that you have no facts or any evidence to contest Petitioner's allegation that Andrey Bykov and Vladimir Kotov, in their authority as owners and directors of NT-MDT Service & Logistics assigned in writing the rights to the Challenged Mark to NT-MDT LLC on December 12, 2014 with an effective date of January 1, 2015 or the authenticity of the written assignment (NT-00124).

Response: Deny.

REQUEST NO. 57: Admit that you have no facts or any evidence that CJSC NT-MDT ever licensed the Challenged Mark to be used in the U.S. after 2003.

Registrant cannot truthfully admit or deny it this since it does not know if CJSC NT-MDT's use of the Challenged Mark in the U.S. after 2003 consisted of licensing of the Challenged Mark to a third party or not.

REQUEST NO. 58: Admit that you have no facts or any evidence that CJSC NT-MDT ever used the Challenged Mark in the U.S. after 2003.

Response: Deny.

REQUEST NO. 59: Admit that you understand that CJSC NT-MDT effectively abandoned any U.S. common law rights it had in the Challenged Mark in 2006 based on three consecutive years of non-use.

Response: Deny.

Dated: March 10, 2020

Respectfully submitted,

MotoSalas Law, PLLC


 /

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas
16210 North 63rd Street
Scottsdale, AZ 85254
Telephone: (202) 257-3720
Email: Ken@motosalaslaw.com
Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2020, the foregoing has been served on counsel for Petitioner NT-MDT LLC by forwarding said copy on March 10, 2020 via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com

 /

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

EXHIBIT 20

Kenneth M. Motolenich-Salas (Bar No. 027499)
MotoSalas Law, PLLC
16210 North 63rd Street
Scottsdale, Arizona 85254
Telephone 202•257•3720
E-mail: ken@motosalaslaw.com
Attorney for Defendants Irina Kozodaeva and Dimitry Kozodaev

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

NT-MDT LLC, a Russian Limited Liability
Company, NT-MDT America, Inc., an Arizona
corporation,

Plaintiff,

v.

Irina Kozodaeva and Dimitry Kozodaev,
Husband and Wife,

Defendants.

Case No. 2:19-cv-03691-JJT

**DEFENDANTS' MANDATORY
INITIAL DISCOVERY
DISCLOSURES**

Pursuant to this Court's Order (Doc. 4) and General Order 17-08, Defendants Irinia Kozodaeva and Dimitry Kozodaev ("Defendants") respectfully submit their disclosures in response to the Mandatory Initial Discovery Pilot (MIDP) discovery requests.

PRELIMINARY STATEMENT

1. Defendants' responses are made without waiving or intending to waive any objections as to relevancy, privilege, proportionality, or admissibility of any information provided in response to the Requests in any subsequent proceeding or at trial of this or any other action. A partial response or answer to any Request which has been objected to, in whole or in part, is not intended to be waiver of any objection.

2. The assertion of any objection in connection with a response is not intended to mean, and shall not be construed as acknowledging or suggesting, that any responsive

1 with any other related entity (e.g., parent, subsidiary, sibling entity) to the extent such
2 documents relate to ownership or usage of Plaintiffs' Mark.

3 x. Documents produced by Defendants in this action in response to any
4 document request served by Plaintiffs which are not in any of the aforementioned
5 categories.

6 y. Documents produced by Plaintiffs in this action in response to any document
7 request served by Defendants which are not in any of the aforementioned categories.

8 z. Documents related to the asserted trade secrets and copyright registration,
9 including but not limited to a copy of the software associated with the asserted copyright
10 registration and any documents submitted to the Copyright Office related thereto.

11 4. Facts and Legal Theories Relevant to Defendants' Defenses:

12 *Background Facts:* Defendants are husband and wife and reside in Holland where
13 Kozodaev serves as CEO of NT-MDT B.V. and Kozodaeva is principal of Techno NT B.V.
14 These entities commercialize scanning probe microscopy equipment. NT-MDT CJSC, a
15 defunct Russian company declared bankrupt on July 19, 2017, was the owner of the NT-
16 MDT mark. Although Plaintiff NT-MDT LLC claims usage since 1999, it was only formed
17 on May 8, 2013 after alleged first usage of the mark in the U.S., Defendants contend it was
18 never the mark owner. Upon information and belief, each Plaintiff's rights to the mark were
19 derived through NT-MDT CJSC, which at all times relevant hereto owned, either alone or
20 along with related entity NT-MDT Europe B.V., the mark. On April 2, 2018, Techno-NT,
21 a sole proprietorship owned by Kozodaeva, acquired rights to the U.S. mark from NT-MDT
22 Europe B.V. ("2018 Acquisition"). Thereafter, through the Russian bankruptcy, third party
23 Anastasia Yakovleva purchased NT-MDT CJSC's rights to the U.S. mark ("2019
24 Acquisition"). Then, on March 24, 2019, Yakovleva assigned to Techno-NT, a sole
25 proprietorship owned by Kozodaeva, the right to register the U.S. trademark ("2019
26 Assignment").

27 *Main Factual Issue:* The main factual issue in dispute is ownership of the Plaintiff-
28 asserted intellectual property. In addition, Defendants contend that a determination of (i)

1 May 14, 2018).

2 5. Computation of Damages

3 Defendants have not asserted any claims and thus do not seek damages.
4 Notwithstanding the foregoing, Defendants have requested relief from the Court in the form
5 of reimbursement of attorney's fees and costs. Defendants will update this disclosure
6 during the course of this litigation to provide a sum certain of attorney's fees and costs.
7 Moreover, should Defendants assert non-declaratory relief counterclaims, Defendants will
8 provide a computation and basis of damages owed to Defendants for such counterclaims.

9 6. Relevant Insurance Agreements: None

10 RESPECTFULLY SUBMITTED this 12th day of November, 2019.

11 MotoSalas Law, PLLC

12
13 By: /s/Kenneth M. Motolenich-Salas
14 Kenneth M. Motolenich-Salas (027499)
15 16210 North 63rd Street
16 Scottsdale, Arizona 85254
17 ken@motosalasalaw.com
18 *Attorney for Defendants*
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CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November, 2019, I electronically transmitted the foregoing document to the attorney of record for Plaintiffs at the below-listed email address:

Lance C. Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Rd., Suite 4-219
Chandler, AZ 85226
Tel: 602-730-1422
Email: lance@venableiplaw.com
By: /s/ Kenneth M. Motolenich-Salas

EXHIBIT 21

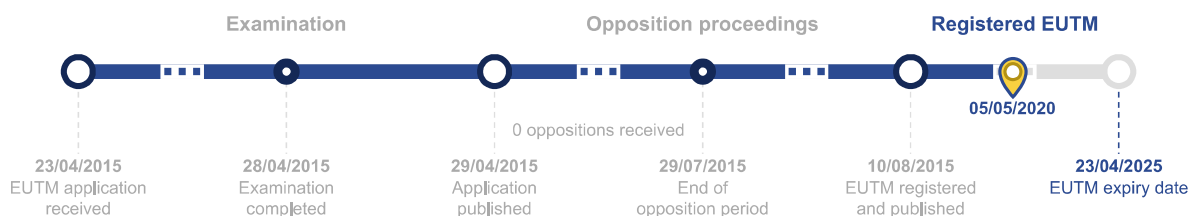
EUTM file information

iCAIR
013977806


Timeline



The application fulfilled Fast Track conditions.



Trade mark information

Name	iCAIR	Filing date	23/04/2015
Filing number	013977806	Registration date	06/08/2015
Basis	EUTM on which IA is based	Expiry date	23/04/2025
Date of receipt	23/04/2015	Designation date	
Date of receipt of International Registration	01/10/2015	Filing language	English
IR number	1273558	Second language	French
Type	Word	Application reference	OB/ADO/HE/1562752T/CTM
Nature	Individual	Trade mark status	Registered 
Nice classes	9 (Nice Classification)		
Vienna Classification		Acquired distinctiveness	No

Goods and services

English (en) ▼

9 Microscopes.

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KOZ3349

Owners



NT-MDT Service & Logistics Ltd.

ID	337375	Country	IE - Ireland	Correspondence address	Hidden. You can set your contact details to be publicly available via the User Area.
Organisation	NT-MDT Service & Logistics Ltd.	State/county	Limerick	NT-MDT Service & Logistics Ltd.	
		Town	Castletroy,	NT-MDT House	
Legal status	Legal entity	Post code	n/a	National Technological Park	Hidden. You can set your contact details to be publicly available via the User Area.
		Address	NT-MDT House National Technological Park	Castletroy, Limerick IRLANDA	Hidden. You can set your contact details to be publicly available via the User Area.

Representatives



NOVAGRAAF FRANCE

ID	10696	Country	FR - France	Correspondence address	Hidden. You can set your contact details to be publicly available via the User Area.
Organisation	n/a	State/county	n/a	NOVAGRAAF FRANCE	
Legal status	Legal person	Town	Asnières-sur - Seine	Bâtiment O2 - 2, rue Sarah Bernhardt	
Type	Association	Post code	92665	CS 90017	Hidden. You can set your contact details to be publicly available via the User Area.
		Address	Bâtiment O2 - 2, rue Sarah Bernhardt CS 90017	F-92665 Asnières-sur -Seine FRANCIA	Hidden. You can set your contact details to be publicly available via the User Area.

Correspondence



	From	Procédure	Filing number	Subject	Date	Actions
<input type="checkbox"/>		EUTM	013977806	LSU01 — Information to proprietors of earlier trade mark registrations or applications (Article 43(7) EUTMR)	25/11/2016	
<input type="checkbox"/>		EUTM	013977806	LSU01 — Information to proprietors of earlier trade mark registrations or applications (Article 43(7) EUTMR)	21/06/2016	
<input type="checkbox"/>		IA	013977806_01	WIPO attachments	11/11/2015	
<input type="checkbox"/>		IA	013977806_01	Created	11/11/2015	
<input type="checkbox"/>		IA	013977806_01	M150 - Notification that the Office has forwarded the international application to the International Bureau	20/10/2015	
<input type="checkbox"/>		IA	013977806_01	WIPO attachments	19/10/2015	

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KOZ3350

	From	Procedure	Filing number	Subject	Date	Actions
<input type="checkbox"/>		IA	013977806_01	TRANEN	19/10/2015	
<input type="checkbox"/>		IA	013977806_01	Application form and attachment	16/10/2015	
Showing 1 to 10 of 20 entries						

IR transformation

No data

Seniority

No data

Exhibition priority

No data

Priority

Country	Filing number	Date	Status
Ireland	2015/00769	13/04/2015	Claimed
Showing 1 to 1 of 1 entries			

Publications

Bulletin number	Date	Section	Description
2015/079	29/04/2015	A.1	Applications published under Article 44 EUTMR (Article 39 EUTMR before 01/10/2017)
2015/148	10/08/2015	B.1	Registrations with no amendments since the application was published
2015/216	13/11/2015	C.3.6	International trade marks
Showing 1 to 3 of 3 entries			

Cancellation

No data

Recordals

Bulletin number	Date	Section	Filing number	Title	Subtitle
2015/216	13/11/2015	C.3.6	010247305	Trade mark	International trade mark
Showing 1 to 1 of 1 entries					

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KOZ3351

No data

Appeals

No data

Decisions

No data

Renewals

No data

Trade mark relations

No data

InternationalApplications

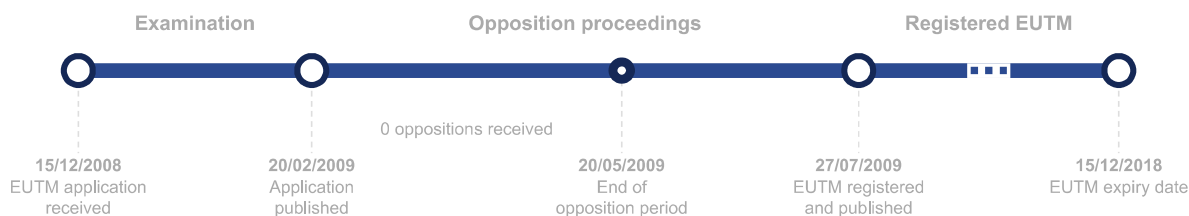
ID	Status	laReceipt	laConfirmation
013977806_01	IA REGISTERED AND PUBLISHED		
Showing 1 to 1 of 1 entries			

EUTM file information


SOLVER NEXT

007489883

Timeline



Trade mark information

Name	SOLVER NEXT	Filing date	15/12/2008
Filing number	007489883	Registration date	21/07/2009
Basis	EUTM	Expiry date	15/12/2018
Date of receipt	15/12/2008	Designation date	
Type	Word	Filing language	English
Nature	Individual	Second language	French
Nice classes	9 (Nice Classification)	Application reference	OB/KE/HE/MK135953
Vienna Classification		Trade mark status	Registration expired 
		Acquired distinctiveness	No

Goods and services

English (en) ▼

- 9** Scientific and electronic apparatus and instruments including microscopes.

Description

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KOZ3353

NT-MDT Service & Logistics Ltd.

ID	337375	Country	IE - Ireland	Correspondence address
Organisation	NT-MDT Service & Logistics Ltd.	State/county	Limerick	NT-MDT Service & Logistics Ltd.
		Town	Castletroy,	NT-MDT House
Legal status	Legal entity	Post code	n/a	National Technological Park
		Address	NT-MDT House	Castletroy, Limerick
			National Technological Park	IRLANDA



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Representatives

NOVAGRAAF FRANCE

ID	10696	Country	FR - France	Correspondence address
Organisation	n/a	State/county	n/a	NOVAGRAAF FRANCE
Legal status	Legal person	Town	Asnières-sur - Seine	Bâtiment O2 - 2, rue Sarah Bernhardt
Type	Association	Post code	92665	CS 90017
		Address	Bâtiment O2 - 2, rue Sarah Bernhardt CS 90017	F-92665 Asnières-sur -Seine
				FRANCIA



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Correspondence

	From	Procedure	Filing number	Subject	Date	Actions
<input type="checkbox"/>		Recordal	014328051	L605A	17/10/2019	
<input type="checkbox"/>		Recordal	014328051	L609A - Notification of expiry	28/06/2019	
<input type="checkbox"/>		Recordal	014328051	L601A — Notification of the need to renew a EUTM registration AUTOMATIC	21/05/2018	
<input type="checkbox"/>		EUTM	007489883	LSU01 — Information to proprietors of earlier trade mark registrations or applications (Article 43(7) EUTMR)	18/01/2016	
<input type="checkbox"/>		EUTM	007489883	LSU01 — Information to proprietors of earlier trade mark registrations or applications (Article 43(7) EUTMR)	22/12/2014	
<input type="checkbox"/>		EUTM	007489883	LSU01 — Information to proprietors of earlier trade mark registrations or applications (Article 43(7) EUTMR)	17/12/2014	
<input type="checkbox"/>		Recordal	009087753	T724M - Registration of recordal (change of name and/or professional address of a representative)	15/12/2014	

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KOZ3354

	From	Procedure	Filing number	Subject	Date	Actions
<input type="checkbox"/>		EUTM	007489883	LSU02 — Information to proprietors of earlier trade mark registrations or applications (Article 195(4) EUTMR)	07/08/2012	
<input type="checkbox"/>		EUTM	007489883	LSU02 — Information to proprietors of earlier trade mark registrations or applications (Article 195(4) EUTMR)	07/08/2012	
Showing 1 to 10 of 18 entries						

IR transformation

No data

Seniority

No data

Exhibition priority

No data

Priority

Country	Filing number	Date	Status
Ireland	2008/01392	01/07/2008	Claimed
Showing 1 to 1 of 1 entries			

Publications

Bulletin number	Date	Section	Description
2009/007	20/02/2009	A.1	Applications published under Article 44 EUTMR (Article 39 EUTMR before 01/10/2017)
2009/028	27/07/2009	B.1	Registrations with no amendments since the application was published
2014/238	17/12/2014	C.2.1	Representative - Change of name and professional address
Showing 1 to 3 of 3 entries			

Cancellation

No data

Recordals

Bulletin number	Date	Section	Filing number	Title	Subtitle
			014328051	Non-renewal	

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KOZ3355

Oppositions

No data

Appeals

No data

Decisions

No data

Renewals

Title	Filing number	Status	Status date
Non-renewal	014328051	Trade mark expired	17/10/2019
Showing 1 to 1 of 1 entries			

Trade mark relations

No data

International Applications

No data

EXHIBIT 22

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019

**REGISTRANT IRINA KOZODAEVA'S AMENDED RESPONSES TO PETITIONER
NT-MDT LLC'S FIRST SET OF INTERROGATORIES**

Pursuant to TBMP § 405.04, TBMP § 408.03, TBMP § 410, TBMP § 412.01, 37 C.F.R. § 2.120, and Rules 26 and 33 of the Federal Rules of Civil Procedure, Registrant Irina Kozodaeva ("Registrant"), by and through its undersigned counsel, hereby submits its amended responses to select interrogatories included in Petitioner's ("Petitioner") First Set of Requests for Interrogatories ("Interrogatories") served on August 12, 2019 as follows. If a response to an interrogatory is not included herein, there has been no amendment to the previously-served response to such interrogatory.¹

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections ("General Objections") to each definition, instruction, and Request propounded in Petitioner's First Request for the Production of Documents to Registrant. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Interrogatories does not waive

¹ The previously-served amended responses to the first set of interrogatories, which are dated March 27, 2020, included amended responses to interrogatories Nos. 1, 3, 4, 5, 19, 20, 23, 24, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 49, 50, 54, and 57. Amendment is made herein to the amended responses to interrogatories 1, 3, 5, 19, 20, 24, 30, 31, 33, 37, 38, 39, 40, 45, 50, and 57 and the original responses to interrogatories 6, 7, 14, 17, 27, 47, 52, and 53.

any of Registrant's General Objections.

1. Registrant objects to the Interrogatories to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).

2. Registrant objects to each Request and to Petitioner's "Definitions" and "Instructions" to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the T.T.A.B.'s Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner's definition of "Document" to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner's definition of "Registrant," "you," or "your" to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant's control.

5. Registrant objects to Petitioner's definition of "Communication" as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Interrogatories on the grounds of disproportionality to the extent they purport to require Registrant to provide "all" or "any" information or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Interrogatory to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity. Pursuant to Fed. R. Evid. 502(b), the inadvertent production by Registrant of information protected from

disclosure by any such privilege, doctrine or immunity shall not be deemed a waiver by Registrant of any such privileges or protections. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall not operate as a waiver of the applicable privilege.

8. Registrant objects to the Interrogatories to the extent it would require Registrant to produce documents containing confidential, proprietary, or trade secret information that is protected by rights of privacy. Registrant will produce any such documents pursuant to the T.T.A.B.'s standard protective order. TBMP § 412.01.

9. Registrant objects to the scope of the Interrogatories on the grounds that they are overbroad and seek irrelevant information because they are unlimited geographically. Registrant will provide information relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

10. Registrant objects to each Interrogatory to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only produce any such information after receiving permission from the third party and under the T.T.A.B.'s standard protective order.

11. Registrant objects to each Interrogatory to the extent it seeks information that is not relevant to the parties' claims or defenses or proportional to the needs of the case.

12. Registrant objects to each Interrogatory to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

13. Registrant objects to each Interrogatory to the extent it seeks information that is not in the possession, custody, or control of Registrant.

14. Registrant objects to each Interrogatory to the extent that it seeks information

that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Describe in detail the facts and circumstances how you conceived, created, selected, or adopted the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 1 as follows:

Registrant incorporates by reference the entirety of Registrant's response to Interrogatory No. 58 which, by their incorporation by reference therein, necessarily incorporates by reference into this response the entirety of the declarations of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dimitry Kozodaev, and Alexander Bykov and the exhibits attached thereto. Registrant further responds as follows:

Anastasia Yakovleva purchased the Challenged Mark pursuant to a purchase made through a bankruptcy sale of the assets of NT-MDT CSJC, which was the user of the mark "NT-MDT" in the United States and, upon information and belief, never assigned ownership of the mark to Petitioner, which was only created in 2013 after the alleged first usage of the mark in the United States, or any other entity at any time after first use in the United States, including but not limited to the entities listed on KOZ1, the entirety of which is incorporated herein by this reference. Without assignment of the mark, the mark comprised part of the assets purchased by Yakovleva, who in turn sold the mark to Registrant, who in turn licensed the mark to NT-MDT B.V. The entirety of the following documents are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d): KOZ2 (Information Letter of the Bankruptcy Trustee dated April 18, 2019), KOZ3-16 (March 7, 2019 Agreement of Purchase in Russian followed by English Translation), KOZ17-18 (Permission of Use dated June 1, 2017), KOZ22-

27 (Ownership Transfer Agreement dated April 2, 2018), and KOZ147-156 (Power of Attorney of Anastasia Aleksandrovna Yakovleva to Irina Sergeevna Kozodaeva dated June 4, 2019), and all exhibits referenced in the response to Interrogatory No. 58.

It should be noted that Techno-NT, whose representative was Irina Kozodaeva (Registrant), was an official distributor of NT-MDT CSJC (a.k.a. NT-MDT Co.) in Benelux, Germany, and France pursuant to a Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015, which is identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ64-71, the entirety of such document is incorporated herein by this reference.

INTERROGATORY NO. 3: Identify any trademark search, investigation, or any other inquiry conducted by or for you concerning the availability to use or register the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 3 as follows:

Registrant incorporates by reference the entirety of Registrant's response to Interrogatory No. 58 which, by their incorporation by reference therein, necessarily incorporates by reference into this response the entirety of the declarations of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dimitry Kozodaev, and Alexander Bykov and the exhibits attached thereto. Registrant further responds as follows:

A search was performed through marcaria.com and www.merk-echt.nl. Pursuant to Fed. R. Civ. P. 33(d), Registrant produces and identifies KOZ440-443, KOZ993-1007, KOZ445-455, KOZ108-113, KOZ456-484, and KOZ351-374, the entirety of which is incorporated herein by this reference.

INTERROGATORY NO. 5: Identify by jurisdiction and registration or serial number any federal or state trademark registration(s) or application(s), whether current (including pending) or dead, for the Challenged Mark or any mark that resembles or incorporates the Challenged Mark in whole or in part that you have either filed or are aware of that any third party may have filed.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant further objects to this Interrogatory on the grounds that it is vague and ambiguous. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 5 as follows, identifying trademarks within the scope of Interrogatory No. 5, some of which are owned by Registrant.

- Ser. No. 88402894 (India), which, upon information and belief, is owned by Petitioner.
- Reg. No. 5,753,336 (United States), on which this proceeding is based. See also KOZ3211, KOZ445-455, KOZ456-484, KOZ1059-1090, and KOZ173-219, the entirety of which is incorporated herein by this reference.
- Ser. No. 88/402,894 (United States). See also KOZ3211, the entirety of which is incorporated herein by this reference. This application is not owned by Registrant.
- Application No. 018115733 (European Union), see KOZ977-978, KOZ982-983, KOZ3211, KOZ3217-3220, the entirety of which is incorporated herein by this reference. his application is not owned by Registrant.
- Reg. No. 017910749 (European Union), see KOZ60-63, KOZ119-122, KOZ395-398, KOZ440-443, KOZ977-978, KOZ979-981, KOZ3205-3207, KOZ3211, KOZ3214-3216, the entirety of which is incorporated herein by this reference.
- Reg. No. 32466760 (People's Republic of China), see KOZ101, KOZ102, KOZ103, KOZ456-484, KOZ1028-1032, KOZ1059-1090, the entirety of which is incorporated herein by this reference.
- Reg. No. 725517 (Russia), see KOZ1050-1051, 2537-2541, KOZ1049, KOZ3227-3228, KOZ3211, the entirety of which is incorporated herein by this reference.
- Reg. No. 909134 (European Union, based on a Benelux Application No. 1123547), see KOZ2651, KOZ2545-2551, KOZ974-976, KOZ977-978, KOZ3208-3210, KOZ3211, KOZ3221-3226, and KOZ3248-3267, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.
- Ser. No. 79033148 (United States), see KOZ2655, KOZ2653-2654, KOZ2552-2650, KOZ1726-1278, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.
- Reg. No. 0812446 (Benelux), see KOZ2542-2544, KOZ3211, KOZ3212-3213, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.
- Reg. No. 1155228 (Australia), see KOZ2652, the entirety of which is incorporated herein by this reference. This registration is not owned by Registrant.

- Reg. No. 188978 (Russia), see KOZ28-29, KOZ125-126, KOZ1052-1056, KOZ1057-1058, KOZ3202-3204, KOZ3177-3182, KOZ3183-3194, the entirety of which is incorporated herein by this reference.

INTERROGATORY NO. 6: Identify all goods and services that you has offered for sale, sold, or provided under or in connection with the Challenged Mark in the United States.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 6 as follows:

Registrant, pursuant to Fed. R. Civ. P. 33(d), identifies the following documents which are responsive and incorporates by this reference the entirety of the following documents:

Bates Label	Description
KOZ228-232	Advertising, Ntegra Prima (under products), from nt-mdt.eu
KOZ229-236	Advertising, Ntegra MFM (under products), from nt-mdt.eu
KOZ237-239	Advertising, Ntegra Aura (under products), from nt-mdt.eu
KOZ240-247	Advertising, Ntegra SNOM (under products), from nt-mdt.eu
KOZ248-253	Advertising, Ntegra Spectra (under products), from nt-mdt.eu
KOZ254-257	Advertising, Ntegra THz (under products), from nt-mdt.eu
KOZ263-264	Advertising, Ntegra Prima (under products), from nt-mdt.eu
KOZ265-268	Advertising, AFM Probes
KOZ269-273	Advertising, AFM-TERS related products
KOZ274-279	Advertising, AFM Probe ETALON series
KOZ280-285	Advertising, AFM Probe ETALON Premium series
KOZ286-289	Advertising, AFM Probe ETALON Golden series
KOZ290-293	Advertising, AFM Probes, cantilever sets
KOZ294-297	Advertising, Super sharp AFM probes
KOZ298-301	Advertising, high aspect ratio afm cantilevers new
KOZ302-305	Advertising, Diamond coated conductive probes
KOZ306-309	Advertising, top visual probes
KOZ310-313	Advertising, SNOM cantilevers
KOZ314-317	Advertising, SNOM fiber probes
KOZ318-321	Advertising, calibration gratings
KOZ322-325	Advertising, HOPG Substrates test samples
KOZ326-329	Advertising, colloidal probes
KOZ330-334	Advertising, vibration isolation systems
KOZ388-391	NTEGRA SNOM, ADVERTISEMENT
KOZ937-942	ADVERTISING Ntegra Academia from website
KOZ409-411	Advertising, in Russian, mteon.ru
KOZ415-418	Advertising, NT-MDT Magnetic Force Microscopy

Bates Label	Description
KOZ419-429	Advanced Integrated Solutions Based on Atomic-Force Microscopy
KOZ431-434	NTEGRA SNOM, ADVERTISEMENT
KOZ58-59	Price quotation from 2019
KOZ77-81 (duplicate produced at KOZ82-86)	2015 invoice from Techno-NT to US-based Bruker Nano, such sale made under the Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015
KOZ96-100 (duplicate produced at KOZ91-95)	2015 invoice from Techno-NT to US-based Bruker Nano, such sale made under the Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015
KOZ157	Email inquiry from US-based customer
KOZ158	Email inquiry from US-based customer
KOZ387	Email inquiry from US-based customer
KOZ393-394	Email inquiry from US-based customer
KOZ399-402	Price quotation from 2019
KOZ435-436	Price quotation from 2019
KOZ437-438	price quotation from 2019
KOZ445-455	Email exchange including the forwarding of a picture of trademarked equipment offered for sale to US-based customer
KOZ3382-3393	shipping labels, invoices, table of transactions, and pictures of items related to U.S. sales from 2020
KOZ3399-3414	shipping labels, invoices, table of transactions, and pictures of items related to U.S. sales from 2020
KOZ3415-3423	emails, invoices, and purchase order from 2020

INTERROGATORY NO. 7: For each good or service that you have offered, sold, or provided under or in connection with the Challenged Mark, state the date ranges of actual and planned use of the Challenged Mark in connection with the good or service, including the specific date of first use or intended first use of the mark for each good or service.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 7 as follows:

Registrant hereby incorporates by this reference the entirety of its response to Interrogatory No. 6. Further, upon information and belief, the Challenged Mark was first used by Techno-NT, Registrant's sole proprietorship, in connection with the goods identified in the response to Interrogatory No. 6 in 2015, before Registrant acquired the rights to the mark

pursuant to the purchase of the assets of NT-MDT CSJC, the user and owner of the mark in the United States which was the entity that used the mark and never assigned it as alleged by Petitioner. Such use by Techno-NT in 2015 is documented in KOZ77-81 (duplicate produced at KOZ82-86) and KOZ96-100 (duplicate produced at KOZ91-95), the entirety of which is incorporated herein by this reference. Such sales were made pursuant to the distributorship (license) agreement between Techno-NT and NT-MDT Co. produced at KOZ64-71, the entirety of which is incorporated herein by this reference. Registrant's Techno-NT sold products in the United States under the mark from Jan. 2015 through the end of 2017 pursuant to such license agreement.

Further, Registrant contends that NT-MDT CJSC and NT-MDT Europe B.V. used the mark in interstate commerce before Registrant acquired such companies' U.S. trademark rights. To that end, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva and Alexander Bykov. Moreover, Registrant, after having acquired ownership of the mark, licensed the mark to NT-MDT B.V., which in turn first offered for sale goods under the mark in Jan. 2019 as indicated in KOZ157. Lastly, Registrant identifies and produces the following documents pursuant to Fed. R. Civ. P. 33(d), the entirety of which are incorporated herein by this reference: KOZ58-59, KOZ385, KOZ386, KOZ387, KOZ393-394, KOZ399-402, KOZ435-436, KOZ485-487.

INTERROGATORY NO. 14: Identify the geographic regions in the United States in which you have or have caused to be advertised, promoted, marketed, displayed, distributed, offered for sale, or sold, or plans or intends to advertise, promote, market, display, distribute, offer for sale, or sell, either directly or through others, any goods or services under or in connection with the Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable

portion of Interrogatory No. 14 as follows:

Texas, Oregon, Tennessee, North Carolina, New Mexico, California.

INTERROGATORY NO. 17: Describe the date and circumstances of you first becoming aware of any use of Petitioner's Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 17 as follows:

Registrant incorporates herein by this reference the entirety of the declarations and exhibits attached thereto of Irina Kozodaeva and Dimitry Kozodaev. Further responding to Interrogatory No. 17, Registrant states that Registrant first became aware of Petitioner's use of the NT-MDT trademark at the time of Kozodaev's employment with Nano. After termination of his employment, Kozodaev was given permission to use the mark pursuant to the Permission to Use dated June 1, 2017 and identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ145-146 (letter from Bykov to Kozodaev). It should be noted that at this time, Techno-NT, whose representative was Irina Kozodaeva (Registrant), was an official distributor of NT-MDT CJCS (a.k.a. NT-MDT Co.) in Benelux, Germany, and France pursuant to a Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015, which is identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ64-71, the entirety of such document is incorporated herein by this reference. Furthermore, at this time, Techno-NT also made sales in the U.S. pursuant to such agreement, including sales documented in KOZ77-81 (duplicate produced at KOZ82-86) and KOZ96-100 (duplicate produced at KOZ91-95), the entirety of which is incorporated herein by this reference.

Moreover, when Kozodaev discovered that the assets of NT-MDT CSJC, the owner of such mark, were to be sold pursuant to a bankruptcy sale, Kozodaev requested that his sister,

Anastasia Aleksandrovna Yakovleva, make a bid to purchase the assets. Yakovleva was successful in acquiring such assets, including the mark. Yakovleva then sold the mark to Registrant, who in turn licensed it to NT-MDT B.V., whose CEO is Dmitry Kozodaev.

INTERROGATORY NO. 19: Identify any agreements concerning the Challenged Mark by date, parties to the agreement, and the subject matter of the agreement.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 19 as follows:

Registrant incorporates by reference the entirety of Registrant's response to Interrogatory No. 58, which, by their incorporation by reference therein, necessarily incorporates by reference into this response the entirety of the declarations of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov and the exhibits attached thereto. Furthermore, Registrant incorporates by this reference Appendix I (Table of Licenses) from Registrant's response to the Petitioner's motion for summary judgment. Registrant further responds as follows:

Pursuant to Fed. R. Civ. 33(d), Registrant identifies (1) KOZ3-16 which is an Agreement of Purchase dated March 7, 2019 (also produced at KOZ159-172); (2) KOZ17-18 which is a Permission for Use dated June 1, 2017; (3) KOZ22-27 which is an Ownership Transfer Agreement dated April 2, 2018; (4) KOZ34 which is Memorandum No. 2015-2 dated 20 October 2015 to Dmitry Kozodaev from Alexander Bykov (also produced as KOZ3357-3358); (5) KOZ35-37 which is a Settlement Agreement Pursuant to Section 7:900 *et seq.* of the Dutch Civil Code between Nano Technology Instruments-Europe B.V. and D.A. Kozodaev dated May 31, 2017; (6) KOZ64-71 which is a Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015; (7) KOZ88-90 which is a

Trademark Purchase Agreement dated March 24, 2019 (English-Russian); (8) KOZ127-132, which is an Ownership Transfer Agreement dated April 2, 2018 (also produced at KOZ133-138 and KOZ139-144); (9) KOZ2 which is an Information Letter of the Russian Bankruptcy Trustee of NT-MDT CSJC (Rashid Dzhaubaev) dated April 18, 2019; (10) KOZ147-156 which is a Power of Attorney (English translation) of Anastasia Aleksandrovna Yakovleva to Irina Sergeevna Kozodaeva dated 4 June 2019; (11) KOZ490-497 which is Eight-Sail Instrument & Equipment (Shanghai) Co., Ltd. exclusive distributor agreement for PRC dated July 1, 2018; (12) KOZ498-502 which is NT-MDT BV and MTEON Ltd. Distributorship Agreement No. 1 dated Nov. 20, 2018; (13) KOZ610-611 which is a May 22, 2019 Power of Attorney of Measuring Instruments LLC (subsidiary company of NT-MDT CSJC) represented by Yury Vasilievich Shapovalov, Bankruptcy Trustee to Dmitry Alexandrovich Kozodaev; (14) KOZ1008-1013 which is a March 25, 2019 license agreement between Registrant and NT-MDT B.V.; (15) KOZ1716-1717, which is a Trademark Purchase Agreement dated October 25, 2016 (also produced at KOZ1724-1725 and KOZ2659-2660), (16) KOZ2656-2657, which is a Transfer Agreement of Non-Material Assets dated June 12, 2018 (English-Dutch; also produced, in Dutch only, at KOZ2658 and in English-Dutch at KOZ2759-2762 and KOZ2788-2791); (17) KOZ2741-2745, which is a License Agreement No. 3 on granting the license to use the trademark dated June 15, 2015 (also produced at KOZ2771-2783 and KOZ3057-3069); (18) KOZ3183-3194, which is a license agreement dated Dec. 1, 2009 between NT-MDT CJSC and NTI CJSC, which is also produced as KOZ3294-3307 and KOZ3229-3243); (19) Declaration of Alexander Bykov dated Oct. 23, 2008 (KOZ3342); (20) Non-exclusive Reseller Agreement dated Dec. 22, 2010 between NT-MDT Europe and Axess Tech Sarl (KOZ3326-3339). In addition, there is reference to a written agreement from May 24, 2016 between NT-MDT CJSC and Scientific and Technical Company LLC ("STC LLC") made in an audit report that is Exhibit 9 to the Declaration of Alexander Bykov at pp. 21 (KOZ543) and 40 (KOZ562),

and Exhibit 12 to such declaration (KOZ3321), which is a Russian Trademark Office Record listing the license. The entirety of each and every one of the preceding documents is incorporated herein by this reference.

INTERROGATORY NO. 20: Describe in detail any communications between you and any third party concerning Petitioner or Petitioner's Marks, and any actions you took as a result of those communications.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 20 as follows:

Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Alexander Bykov, Alexandra Yakovleva, and Dmitry Kozodaev. Moreover, pursuant to Fed. R. Civ. P. 33(d), Registrant identifies and incorporated by reference the entirety of the following documents: KOZ993-1007 (Emails to/from Marcaria.com dated April-May 2019), KOZ108-113 (Emails to/from Marcaria.com between 17-23 April 2019), KOZ351-374 (Email between Kozodaev and Marcaria.com between 17 April 2019 and 14 May 2019), KOZ440-443 (Email between marcaria.com and client between May 15, 2018 and May 22, 2018), KOZ445-455 (Email exchange between Marcaria.com and client between Feb. 12, 2019 and Feb. 27, 2019), KOZ485-487 (Email between Kozodaev and Thermo Fisher Corp. dated April 8, 2019), KOZ444 (Email between Kozodaev and Thermo Fisher Corp. dated April 10, 2019), KOZ985-992, KOZ51, KOZ993-1007, KOZ1014-1019, KOZ1020-1021, KOZ1022-1024, KOZ1059-1090, KOZ2728-2736, KOZ2737-2740, KOZ2746-2758, KOZ2763-2770, KOZ2784-2787, KOZ2891-2898, KOZ3299-3243, KOZ3244-3247.

INTERROGATORY NO. 24: Describe all facts that would support a contention that Registrant owns any rights in the Challenged Mark that are superior to the Petitioner or any

third party.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 24 as follows:

Registrant incorporates by reference the entirety of her response to Interrogatory No. 1, Interrogatory No. 30, and Interrogatory No. 58. Moreover, Registrant incorporates by reference the entirety of the declarations and exhibits thereto of Dimitry Kozodaev, Alexandra Yakovleva, Irina Kozodaeva, Alexander Bykov, and Rashid Magometovich Dzhaubaev. Further, upon information and belief, the true owner of the purported “common law rights” that Petitioner contends belongs to Petitioner is Registrant. NT-MDT, LLC, the Petitioner, only was established in 2013, and a related entity, NT-MDT America, was founded in 2008. And, NT-MDT Spectrum Instruments was founded in 2015. All U.S. commercial activities were being carried out by NT-MDT CSJC when the mark was first used in interstate commerce. As such, the owner of the “common law rights” in the U.S., which Registrant interprets to comprise the rights to use the mark and the rights to register the mark, to “NT-MDT” is thus NT-MDT CSJC, which entered the U.S. market in the 1990’s. Upon information and belief, NT-MDT CSJC did not assign ownership of these rights to either NT-MDT America or NT-MDT LLC; rather, any such entity held at most only a license to use the mark in the United States. However, Registrant does not possess enough information to determine if these entities even held a license to use the mark in the U.S. Discovery from Petitioner should yield information to this end.

In 2017, the assets of NT-MDT CSJC, including the purported common law rights to the mark in the United States (rights to use and register), were sold and later obtained by Registrant. Specifically, Moscow Arbitration Court decision dated July 19, 2017 (Case No. A40-119764/16-88-157 “B”) declared NT-MDT CSJC bankrupt, with bankruptcy proceedings

initiated with respect to the company's tangible and intangible assets, including the purported common law rights to the mark in the United States. All intellectual properties of NT-MDT CSJC were purchased by Anastasia Aleksandrovna Yakovleva as indicated in the Agreement of Purchase dated March 7, 2019, KOZ3-16, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). This acquisition of the mark and the purported common law rights in such mark in the US from NT-MDT CSJC's bankruptcy estate through the bankruptcy proceeding is confirmed in the Information Letter dated April 18, 2019, KOZ2, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d).

On March 24, 2019, Yakovleva assigned ownership of the mark to Irina Kozodaeva, Registrant, pursuant to a Trademark Purchase Agreement dated March 24, 2019, KOZ88-90, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d).

To the extent that mark assignment was not effectuated by Yakovleva pursuant to such agreement, Anastasia Aleksandrovna Yakovleva gave Irina Sergeevna Kozodaeva, Registrant, Power of Attorney on June 4, 2019, KOZ147-156, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d), with such Power of Attorney including the power to manage and dispose of all property including that acquired on the basis of the Agreement for Sale and Purchase of Property Complex of Nanotechnology MDT Closed Joint-Stock Company dated 7 March 2019 (KOZ3-16).

Moreover, to the extent NT-MDT CSJC had assigned ownership of any or all of the purported common law rights to the mark in the United States to NT-MDT Europe BV, such rights (*viz.*, rights to register and use the mark in the U.S.) were assigned to Irina Kozodaeva (*viz.*, Registrant) pursuant to an Ownership Transfer Agreement dated April 2, 2018, KOZ 22-27, the entirety of which is incorporated herein to this response pursuant to Fed. R. Civ. P. 33(d). Lastly, Registrant incorporates by reference the entirety of responses to Interrogatories Nos. 1, 7, and 19.

INTERROGATORY NO. 27: Provide any date that you first became aware that any of the Petitioner's entities had sold any products in the United States under the Petitioner's Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 27 as follows:

Registrant incorporates by this reference the entirety of the declarations and exhibits attached thereto of Dmitry Kozodaev and Irina Kozodaeva. Further responding to the interrogatory, Registrant states that Registrant became aware of the use of the NT-MDT CSJC-owned trademark NT-MDT when Registrant's husband, Kozodaev, was first employed by Nano in 2005. At that time, upon information and belief, the entity using the mark in the United States was NT-MDT CSJC. Use later extended to NT-MDT America in 2008, the year that this entity was established, and NT-MDT LLC, the Petitioner, in 2013, the year in which it was formed.

INTERROGATORY NO. 30: Provide any basis why you filed the Registrant's Application individually instead of on behalf of, or as a co-owner, with Dmitry Kozodaev or any other business entity owned by either you or Dmitry Kozodaev.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 30 as follows:

Registrant hereby incorporates by reference the entirety of its response to Interrogatory Nos. 24 and 58. Moreover, Registrant incorporates by reference the entirety of the declarations and exhibits thereto of Dmitry Kozodaev, and Alexandra Yakovleva, and Irina Kozodaeva. Furthermore, Registrant states that Registrant is the owner of sole proprietorship Techno-NT, which was a licensee of the mark pursuant to KOZ64-71 (Non-Exclusive Distributor

Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d)), was involved in the business of accessories and parts of microscopes since as early as 2014, making sales of trademarked goods, including those to customers in the US as evidenced by KOZ77-81 (duplicate produced at KOZ82-86) and KOZ96-100 (duplicate produced at KOZ91-95), the entirety of which are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d). As such, it seemed natural for Registrant to file the application in her individual capacity and Registrant believed that applying in her individual capacity was proper.

Moreover, Registrant is the purchaser of the assets of NT-MDT CSJC, which was, upon information and belief, the owner of the purported common law rights in the mark in the United States on which Petitioner bases this cancellation proceeding. She acquired the rights to the IP of NT-MDT Europe BV in April 2018 (*see* April 2, 2018 Ownership Transfer Agreement, identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ127-132) and registered the trademark in EU and Russia after determining that the mark of a predecessor entity related to NT-MDT CSJC, KOZ974-976 and KOZ60-63 (EU Trademark for NT-MDT Molecular Devices and Nano Technology), had expired. Such document, along with KOZ28-29, KOZ125-126 (Russian Trademark 188978 info listing from internet) and KOZ88-90 (Trademark Purchase Agreement dated March 24, 2019 (English-Russian)) are identified and produced pursuant to Fed. R. Civ. P. 33(d). Moreover, the following document is identified and produced pursuant to Fed. R. Civ. P. 33(d), the entirety of such document being incorporated herein by this reference: KOZ119-122, EU Reg. No. 017910749 dated 24 Oct. 2018 for the NT-MDT Design Mark, which Registrant applied for after acquiring the rights to NT-MDT Europe B.V. and in anticipation to expansion of business in the EU. In a similar fashion to what was done in the EU and Russia after acquisition of the rights to the trademark, Registrant decided that after the acquisition of the common law rights to the mark in the US

(rights to use and register) pursuant to the purchase of the assets of the owner of the U.S. mark (viz., NT-MDT CSJC) as memorialized in KOZ3-16 and KOZ2, the entirety of which are incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d), it made natural sense for Registrant to expand into this market in the United States and file a trademark application for the mark with the U.S. Trademark Office.

INTERROGATORY NO. 31: Describe all facts and circumstances or any basis that would rebut Petitioner’s assertion in paragraph 46 that it has “approximately 20 years of priority over Kozodaeva in the common law mark for the NT-MDT trademark.”

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 31 as follows:

Moreover, Registrant incorporates by reference the entirety of the declarations and exhibits thereto of Dimitry Kozodaev, Alexandra Yakovleva, Irina Kozodaeva, Alexander Bykov, and Rashid Magometovich Dzhaubaev. Furthermore, Registrant incorporates by reference her response to Interrogatories Nos. 1, 24, 30, and 58. Registrant further responds that Registrant acquired the rights to Registrant’s Mark, which includes use of “NT-MDT” by any party including Petitioner, out of a Russian bankruptcy proceeding. As such, Registrant acquired any rights appurtenant to Petitioner’s common law usage of Petitioner’s Mark, and Registrant has the right to tack onto Petitioner’s Mark, with Registrant able to clothe Registrant’s Mark with the priority position of Petitioner’s Mark. *Hana Fin., Inc. v. Hana Bank*, 135 S. Ct. 907 (2015); *see also Quiksilver, Inc. v. Kymsta Corp.*, 466 F.3d 749 (9th Cir., 2006) (discussing how “[t]acking permits a mark owner ‘to claim priority in a mark based on the first use date of a similar, but technically distinct, mark— but only in the exceptionally narrow instance where the previously used mark is the legal equivalent of the mark in question or indistinguishable therefrom such that consumers consider both as the same mark’”) (quoting

Brookfield Commc'ns, Inc. v. West Coast Entm't Corp., 174 F.3d 1036, 1047-48 (9th Cir. 1999)).

Further, Registrant incorporates into this response the entirety of its response to Interrogatory No. 24. Moreover, NT-MDT, LLC, the Petitioner, only was established in 2013, and a related entity, NT-MDT America, was founded in 2008. Before the bankruptcy sale, the owner of the common law rights in the U.S. (rights to use and register) to “NT-MDT” on which Petitioner bases this cancellation proceeding was thus NT-MDT CSJC, which entered the U.S. market in the 1990’s. Common law rights arise from usage, and, as such, NT-MDT CSJC, not any other entity including Petitioner, owns the common law rights in the mark in the U.S. Upon information and belief, NT-MDT CSJC did not assign ownership of these common law rights to either NT-MDT America or NT-MDT LLC; rather, any such entity held only a license to use the mark in the United States. As the purchaser of the assets of NT-MDT CSJC which included the common law rights to the mark in the U.S., Registrant thus has superior rights to Petitioner, and holds the rights to use and register the mark in the U.S.

INTERROGATORY NO. 33: Describe all facts and circumstances that support Registrant’s basis for its denial in paragraph 55² of its answer.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 33 as follows:

Registrant incorporates by reference the entirety of its responses to Interrogatories Nos. 5, 24, 31, and 32. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Rashid Magometovich Dzhaubaev,

² “Kozodaev and Kozodaeva knew that NT-MDT had used the mark in the U.S. for approximately 20 years in the U.S. prior to the date Kozodaeva filed the ‘462 Application.”

Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov. Moreover, Registrant responds that NT-MDT LLC, the Petitioner, did not exist “for approximately 20 years in the U.S. prior to the date Kozodaeva filed the ‘462 Application.” It was only established in 2013, a mere six years ago. As such, this forms the basis of the denial of Paragraph 55 of the Petition, which, in light of the establishment of NT-MDT LLC in 2013, demonstrates that such paragraph is replete with false allegations. Should Petitioner possess any information which refutes this interrogatory, such as information demonstrating that NT-MDT LLC existed before 2013, Petitioner is more than welcome to produce such information. However, documents produced by Registrant demonstrate that NT-MDT CJSC owned all rights in the U.S. trademark before the bankruptcy and, in other countries, NT-MDT CJSC or related entities other than NT-MDT LLC owned the rights to the mark in the respective countries, and thus NT-MDT CJSC or such other entities, as the case may be, not NT-MDT LLC, used the mark. See, e.g., pursuant to Fed. R. Civ. P. 33(d), the following documents, the entirety of which are incorporated herein by this reference: KOZ2, KOZ3-16 (ownership of the trademark by NT-MDT CJSC), KOZ17-18 (permission of use granted not by NT-MDT LLC), KOZ22-27, KOZA88-90, KOZ127-132, KOZ820-929, KOZ984, KOZ1726-1278, KOZ2655, KOZ2653-2654, KOZ2552-2650, KOZ2684-2707, KOZ2741-2745, KOZ2771-2783, KOZ3057-3069, KOZ3183-3194, KOZ3244-3247, and KOZ3299-3243.

INTERROGATORY NO. 37: Describe all facts and circumstances that support Registrant’s basis for its denial in paragraph 59³ of its answer.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 37 as follows:

³ “NT-MDT had superior legal rights to the NT-MDT trademark for the goods listed in the ‘462 Application Kozdaeva filed.”

Registrant hereby incorporates by this reference the entirety of responses to Interrogatories Nos. 1, 24, 30, 31, 33, 34, 35, 36, and 58. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov.

INTERROGATORY NO. 38: Describe all facts and circumstances that support Registrant's basis for its denial in paragraph 60⁴ of its answer.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 38 as follows:

Registrant hereby incorporates by this reference the entirety of responses to Interrogatories Nos. 1, 24, 30, 31, 33, 34, 35, 36, 37, and 58. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov.

INTERROGATORY NO. 39: Describe all facts and circumstances that support Registrant's basis for its denial in paragraph 61⁵ of its answer.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 39 as follows:

⁴ "Kozodaeva undoubtedly knew that NT-MDT's rights in the mark in the U.S. were superior to Kozodaeva's rights and she knew that either the use of the NT-MDT mark in the U.S. would likely cause confusion with NT-MDT's use of the identical mark, or had no basis for believing that use of the mark would not cause confusion."

⁵ "Kozodaeva, in failing to disclose these facts to the USPTO, intended to procure a registration to which she was not entitled, intended to deceive the USPTO, and therefore committed a fraud upon the USPTO."

Registrant hereby incorporates by this reference the entirety of responses to Interrogatories Nos. 1, 24, 30, 31, 33, 34, 35, 36, 37, 38, and 58. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Alexandra Yakovleva, and Dmitry Kozodaev.

INTERROGATORY NO. 40: Describe all facts and circumstances demonstrating how Irina Kozodaeva individually used the mark on goods in interstate commerce as of the date in her Statement of Use.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 40 as follows:

Registrant incorporates by this reference the entirety of her response to Interrogatories Nos. 6 and 8. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov. Moreover, Registrant further responds that Registrant licensed the mark to NT-MDT B.V. pursuant to a license agreement identified and produced pursuant to Fed. R. Civ. P. 33(d) as KOZ1008-1013. Such licensed use occurred on the date of first use relied upon in application for the registered mark as evidenced by document bates labelled KOZ435-436 and KOZ437-438, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d).

INTERROGATORY NO. 45: Describe all facts and circumstances that support Registrant's affirmative defense in Paragraph 91⁶ of its Answer.

Response: Registrant incorporates by this reference each and every General Objection set forth

⁶ "On information and belief, the Petition for Cancellation is barred in whole or in part based on abandonment of the Mark by Petitioner through a substantial period of non-use of the Mark by Petitioner in the United States with no implied or express intent to resume such use."

above. Moreover, Registrant objects to Interrogatory No. 45 to the extent it seeks Registrant's legal research and information regarding its legal strategies. *See* TBMP § 414 Example 25 and n.35 (citing *Domond v. 37.37, Inc.*, 113 U.S.P.Q.2d 1264, 1267 (T.T.A.B. 2015)). Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 45 as follows:

Registrant incorporates by reference the entirety of the responses to Interrogatories Nos. 24, 31, 41, 42, 43, 44, 58, and 59. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov. Further, Registrant responds that, upon information and belief, Petitioner or its predecessor in interest to the mark in the United States did not use the mark in interstate commerce in the years preceding Petitioner's filing of the trademark application for the mark and subsequent registration thereof, or there was, if any, commercial activity on a very small scale constituting non-use. *Cerveceria Centroamericana, S.A. v. Cerveceria India, Inc.*, 892 F.2d 1021, 1024, 13 U.S.P.Q.2d 1307 (Fed. Cir. 1989).

INTERROGATORY NO. 47: Describe all facts and circumstances that support Registrant's affirmative defense in Paragraph 93 of its Answer.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Moreover, Registrant objects to Interrogatory No. 47 to the extent it seeks Registrant's legal research and information regarding its legal strategies. *See* TBMP § 414 Example 25 and n.35 (citing *Domond v. 37.37, Inc.*, 113 USPQ2d 1264, 1267 (T.T.A.B. 2015)). Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 47 as follows:

Registrant incorporates by this reference the entirety of the declaration and exhibits attached thereto of Alexander Bykov. Furthermore, Registrant incorporates by reference the

entirety of the responses to Interrogatories Nos. 24, 31, 41, 42, 43, 44, 45, and 46.

INTERROGATORY NO. 50: For each manufacturer, distributor, and wholesaler that you have done business with relating to any sale, offer for sale or intent to offer for sale of any good or service under the Challenged Mark, describe all agreements and business arrangements between you and the manufacturer, distributor, or wholesaler.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 50 as follows:

Registrant incorporates by reference the entirety of her response to Interrogatory No. 19. Moreover, pursuant to Fed. R. Civ. P. 33(d), Registrant identifies and produces the following documents, the entirety of which are incorporated herein by this reference: KOZ490-497 (Eight-Sail Instrument & Equipment (Shanghai) Co., Ltd. exclusive distributor agreement for PRC dated July 1, 2018), KOZ498-502 (NT-MDT BV and MTEON Ltd. distributorship agreement No. 1 dated Nov. 20, 2018), KOZ1008-1013 (License agreement between Kozodaeva and NT-MDT B.V. represented by Kozodaev dated March 25, 2019), KOZ64-71 (Non-Exclusive Distributor Agreement between Techno-NT (distributor) and NT-MDT Co. dated 26 Jan. 2015), KOZ3415-3423 (emails, invoices, and purchase order from 2020), KOZ3399-3414 (shipping labels, invoices, table of transactions, and pictures of items related to U.S. sales from 2020), KOZ3382-3393 (shipping labels, invoices, table of transactions, and pictures of items related to U.S. sales from 2020), KOZ387 (email concerning price quotation), KOZ393-394, KOZ435-436, KOZ399-402, and KOZ437-438 (price quotation from 2019), KOZ157, and KOZ158.

INTERROGATORY NO. 52: State Registrant's total annual sales of each good and service under or in connection with the Challenged Mark for each month since you first used the

Challenged Mark.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds as follows:

Pursuant to Fed. R. Civ. P. 33(d), Registrant incorporates by this reference the entirety of the following documents: KOZ77-81 (duplicate produced at KOZ82-86), KOZ96-100 (duplicate produced at KOZ91-95), KOZ3415-3423, KOZ3399-3414, KOZ3382-3393, KOZ3399-3414, and KOZ3415-3423.

INTERROGATORY NO. 53: Identify all persons that furnished information for the responses to these interrogatories, designating the number of each interrogatory for which such persons furnished information.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 53 as follows:

Dimitry Kozodaev, Irina Kozodaeva, and, with respect to the contents of their declarations that are incorporated herein by reference, the declarants in support of Registrant's response to motion for summary judgment.

INTERROGATORY NO. 54: Describe all facts and circumstances surrounding any relationship between you individually and the entities NT-MDT Europe and NT-MDT BV including why you individually filed the Challenged Mark's application instead of either Dimitry Kozodaev, NT-MDT Europe, or NT-MDT BV.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Registrant objects to this Interrogatory to the extent it is duplicative with Interrogatory No. 30. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 54 as follows:

Registrant incorporates by this reference the entirety of its response to Interrogatory

No. 24 and 30 and the declarations and exhibits attached thereto of Irina Kozodaeva and Dmitry Kozodaev. Further responding to the interrogatory, Registrant states that she owns the Challenged Mark by virtue of acquisition of the bankruptcy assets of NT-MDT CSJC, which included the purported common law rights to use and register of the mark in the United States and are memorialized in KOZ 2 and KOZ3-16, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d), as well as acquisition of those US trademark rights purportedly held by NT-MDT Europe BV pursuant to the acquisition agreement memorialized in KOZ22-27, the entirety of which is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d). Moreover, Registrant is the licensor of the Challenged Mark to NT-MDT BV. Pursuant to Fed. R. Civ. P. 33(d), Registrant identifies and produces KOZ1008-1013, which memorializes such license relationship. Registrant incorporates by this reference the entirety of this document.

INTERROGATORY NO. 57: Do you assert that any rights you have in the Challenged Mark derive originally from any assets obtained from a bankruptcy proceeding in Moscow Arbitration Court Case No. A40-119764/16-88-157 or a contract dated March 7, 2019 (Documents referenced in Bates Nos. NT-00095 – NT-00112)?

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 57 as follows:


Registrant incorporates by this reference the entirety of her responses to Interrogatories Nos. 1, 24, 30, and 58. Furthermore, Registrant incorporates by this reference the entirety of the declarations and exhibits thereto of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov. Registrant further responds that Registrant asserts that some or all of its rights in the Challenged Mark derive originally from assets obtained from a bankruptcy proceeding in Moscow Arbitration Court Case No.

A40-119764/16-88-157 or a contract dated March 7, 2019 which Registrant has produced as KOZ159-172 and KOZ3-16. The entirety of these documents is incorporated herein by this reference pursuant to Fed. R. Civ. P. 33(d).

Dated: August 26, 2020

Respectfully submitted,

MotoSalas Law, PLLC


/_____/

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Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on August 26, 2020, I served the foregoing on counsel for Petitioner NT-MDT LLC by forwarding said copy on such date via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com


/_____/

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

EXHIBIT 23

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NT-MDT LLC,
Petitioner,
v.
Irina Kozodaeva,
Registrant.

Opposition No. 92/071,349
Mark: NT-MDT Design Mark
Reg. No. 5,753,336
Filing Date: July 19, 2018
Registered: May 14, 2019

**REGISTRANT IRINA KOZODAEVA'S AMENDED RESPONSES TO PETITIONER
NT-MDT LLC'S SECOND SET OF INTERROGATORIES**

Pursuant to TBMP § 405.04, TBMP § 408.03, TBMP § 410, TBMP § 412.01, 37 C.F.R. § 2.120, and Rules 26 and 33 of the Federal Rules of Civil Procedure, Registrant Irina Kozodaeva ("Registrant"), by and through its undersigned counsel, serves her amended responses to Petitioner NT-MDT LLC's ("Petitioner") Second Set of Requests for Interrogatories ("Interrogatories") as follows:

GENERAL OBJECTIONS

Pursuant to TBMP § 410, Registrant makes the following general responses and objections ("General Objections") to each definition, instruction, and Request propounded in Petitioner's First Request for the Production of Documents to Registrant. These General Objections are hereby incorporated into each specific response. The assertion of the same, similar or additional objections or partial responses to individual Interrogatories does not waive any of Registrant's General Objections.

1. Registrant objects to the Interrogatories to the extent they purport to require unreasonably costly and/or time-consuming measures to locate and produce responsive documents, beyond the requirements of Fed. R. Civ. P. 26(b).

2. Registrant objects to each Request and to Petitioner's "Definitions" and "Instructions" to the extent they are vague, ambiguous, overbroad, or unduly burdensome, or

purport to impose upon Registrant any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure, the TBMP, the TTAB's Scheduling Order, and/or any other applicable rule.

3. Registrant objects to Petitioner's definition of "Document" to the extent it is inconsistent with or unequal in scope to its usage in Fed. R. Civ. P. 34(a)(1)(A) and/or its usage in TBMP.

4. Registrant objects to Petitioner's definition of "Registrant," "you," or "your" to the extent it purports to include any person or entity that is separate and distinct from Registrant and not under Registrant's control.

5. Registrant objects to Petitioner's definition of "Communication" as overly broad and unduly burdensome and to the extent it purports to impose requirements or obligations on Registrant beyond those set forth in the Federal Rules of Civil Procedure.

6. Registrant objects to the Interrogatories on the grounds of disproportionality to the extent they purport to require Registrant to provide "all" or "any" information or other similarly expansive or all-inclusive terms.

7. Registrant objects to each Interrogatory to the extent that it seeks information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, doctrine or discovery immunity. Pursuant to Fed. R. Evid. 502(b), the inadvertent production by Registrant of information protected from disclosure by any such privilege, doctrine or immunity shall not be deemed a waiver by Registrant of any such privileges or protections. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the work product doctrine, or any other protection. Inadvertent production of such protected information is not intended to be and shall not operate as a waiver of the applicable privilege.

8. Registrant objects to the Interrogatories to the extent it would require Registrant

to produce documents containing confidential, proprietary, or trade secret information that is protected by rights of privacy. Registrant will produce any such documents pursuant to the TTAB's standard protective order. TBMP § 412.01.

9. Registrant objects to the scope of the Interrogatories on the grounds that they are overbroad and seek irrelevant information because they are unlimited geographically. Registrant will provide information relating only to matters occurring in the United States or involving interstate commerce (*viz.*, commerce across the borders of states or into or out of the United States).

10. Registrant objects to each Interrogatory to the extent it seeks confidential, proprietary or trade secret information of third parties. Subject to its objections, Registrant will only produce any such information after receiving permission from the third party and under the TTAB's standard protective order.

11. Registrant objects to each Interrogatory to the extent it seeks information that is not relevant to the parties' claims or defenses or proportional to the needs of the case.

12. Registrant objects to each Interrogatory to the extent it is not limited in time and seeks information for periods of time that are not relevant to any claim or defense.

13. Registrant objects to each Interrogatory to the extent it seeks information that is not in the possession, custody, or control of Registrant.

14. Registrant objects to each Interrogatory to the extent that it seeks information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome or less expensive.

AMENDED RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 58: Explain how according to your response to Interrogatory 30 how Techno-NT allegedly obtained ownership of the property in Exhibit A, which lists the

“NT-MDT Trademark,” when you have also alleged that the property was part of CJSC NT-MDT’s bankruptcy proceeding, and was subsequently transferred to you on March 24, 2019.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Furthermore, Registrant objects to Interrogatory No. 58 on the grounds that it is vague. “Exhibit A” is not defined. No Exhibit A was attached with the Second Set of Interrogatories which contained Interrogatory No. 58, nor was an Exhibit A attached to the response to Interrogatory No. 30 served earlier in this action. This response is based on the assumption that Exhibit A is comprised of the Ownership Transfer Agreement dated April 2, 2018 and attached hereto as **Exhibit A**. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 58 as follows:

Registrant incorporates by reference the entirety of the declarations of Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dmitry Kozodaev, and Alexander Bykov and the exhibits attached thereto. Furthermore, Registrant responds as follows:

In 2018, Registrant was under the impression that NT-MDT Europe B.V. held some rights to the trademarks of NT-MDT CJSC, which was declared bankrupt by the decision of the Moscow Arbitration Court dated July 19, 2017 (Case No. A40-119764/16-88-157), the year before. That is, Registrant believed that some trademarks of NT-MDT CJSC had been assigned or licensed to NT-MDT Europe B.V. before the bankruptcy and, as such, NT-MDT Europe B.V. held some trademark rights. This belief was confirmed by a Permission of Use dated June 1, 2017, before the bankruptcy declaration, from NT-MDT Europe B.V. to Dmitry Kozodaev, Registrant’s spouse, wherein Mr. Kozodaev received the right to use all of the intellectual property of NT-MDT Europe B.V. for running his own business. A true and correct copy of this Permission of Use is attached hereto as **Exhibit B**. In it, NT-MDT Europe B.V. conveys to Mr. Kozodaev the right to “use of the name NT-MDT and the

trademark NT-MDT for registration of a new company and company website.” However, not being an insider of either entity (NT-MDT CJSC or NT-MDT Europe B.V.), Registrant did not know definitively what rights were held by NT-MDT CJSC and which were held by NT-MDT Europe B.V., but instead relied upon information available to her at the time (*viz.*, in 2018) based upon a reasonable belief developed after examination of all evidence available to her, including the Permission of Use from 2017 and information from the internet, such as what is attached as **Exhibit C**.

Furthermore, Registrant had examined the United States Trademark Office records for any registration by NT-MDT CJSC or any other entity of the NT-MDT Trademark, only finding one registered to NanoTech Holding B.V. Believing that in order to register or use the NT-MDT Trademark in the United States mandated the acquisition of any rights to the mark held by NanoTech Holding B.V. (*see* **Exhibit J**), Registrant acquired any rights to the NT-MDT Trademark held by NanoTech Holding B.V. in 2016, such agreement memorialized in **Exhibit K**.

Moreover, Registrant did have knowledge that Alexander Bykov was the CEO of NT-MDT CJSC for quite some time and NT-MDT Europe B.V. It was in mid-2018 that Mr. Bykov approached me about assigning ownership of NT-MDT Europe B.V.’s rights to the NT-MDT Trademark. Registrant accepted the opportunity to accept such ownership. Registrant reviewed an agreement drafted by him, which is the Ownership Transfer Agreement attached as Exhibit A. Registrant discovered that in such agreement, NT-MDT Europe B.V. represented that it owned the NT-MDT Trademark and, as expressed by NT-MDT Europe B.V., “unlimited rights to use this Trademark in the United States of America (using since 1999), European Union (using since 1996), India (using since 1999), China (using since 2000), Japan (1999), Australia (2001), Korea (1999), Taiwan (1998).” Mr. Bykov and Registrant both signed the agreement on the same date (June 2, 2018) and

Registrant was physically present with Mr. Bykov in Apeldoorn, The Netherlands when he signed the agreement. As a result of signing the agreement, it was my firm belief that Registrant held the legitimate rights to use the NT-MDT Trademark in the United States.

However, Registrant later discovered that, as part of the assets comprising the bankruptcy estate of NT-MDT CJSC, the NT-MDT Trademark, including the rights to use the NT-MDT Trademark in the United States, was identified. Specifically, Registrant discovered from discussions with Ms. Anastasia Aleksandrovna Yakovleva, who is the sister of Registrant's spouse, Mr. Dimitry Kozodaev, that the Russian bankruptcy trustee, Mr. Rashid Dzhaubaev, had identified the NT-MDT Trademark as being part of the bankruptcy estate of NT-MDT CJSC. Discovering that there was a possibility that the rights to the NT-MDT Trademark, including those in the United States, were not conveyed to me by virtue of the Ownership Transfer Agreement from NT-MDT Europe B.V. in 2018, Registrant requested that Ms. Yakovleva make every effort to acquire as many of NT-MDT CJSC's assets as she could. Thankfully, Ms. Yakovleva was successful in acquiring many assets, including the NT-MDT Trademark and the rights to use the trademark in the United States. Registrant was provided with a notarized, translated copy of Agreement of Purchase the Properties of Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC)" by Ms. Yakovleva, a true and correct copy of which is attached hereto as **Exhibit D**. In it, the Buyer, Ms. Yakovleva, acquired, on March 7, 2019, "the right to exclusively use the designs, patents, trademarks of the Closed Joint Stock Company "Nanotechnology-MDT" (NT-MDT CJSC) for the implementation of entrepreneurial activities, including the development of equipment and control software and use and register the trademark NT-MDT outside the Russian Federation - in the United States of America (use since 1999), European Union (use since 1996), in China (use since 2000) and India (use since 1999)". See **Exhibit D** at Section 1.5, on page KOZ9. Registrant thereafter acquired these rights from Ms. Yakovleva for

Registrant's sole proprietorship Techno-NT pursuant to a Trademark Purchase Agreement dated March 24, 2019 and attached hereto as **Exhibit E**. Specifically, in this Trademark Purchase Agreement, Registrant acquired "exclusive rights to the Assignee [viz., Registrant] to use and register the trademark outside the Russian Federation – in the United States of America (first use since 1999), European Union (first use since 1996), in China (first use since 2000) and India (first use since 1999)." See Exhibit E Section 1.3 on KOZ88 (page 1 of the agreement). By virtue of both being the assignee on both the (i) Ownership Transfer Agreement, whereby any rights to the NT-MDT Trademark, including rights to use and register the same in the United States, held by NT-MDT Europe B.V. and (ii) the Trademark Purchase Agreement, whereby any rights to the NT-MDT Trademark, including rights to use and register the same in the United States, held by NT-MDT CJSC, Registrant believed, in good faith, that she held the right to register and use the NT-MDT Trademark in enumerated geographies, one of which was and is the United States. It was based upon such belief that Registrant later licensed the right to use the NT-MDT Trademark to NT-MDT B.V. (acting through Dimitry Kozodaev) on March 25, 2019, as is evidenced by the License Agreement No. 1 attached hereto as **Exhibit F**, which was produced in this action as KOZ1008-1013.

INTERROGATORY NO. 59: Provide any evidence or explanation regarding the statement that you made in response to Interrogatory 42 that, "Upon information and belief, Petitioner and all individuals and entities related thereto misled Registrant and, through their collective statements, actions, and inaction, indicated and represented to Registrant that the rights to use and register the mark in the United States were part of the intellectual property assets of NT-MDT CSJC that Registrant acquired," and specifically, what particular statements, actions, and inaction any person did to Kozodaeva to support this allegation, and when the statements, actions, or inactions occurred.

Response: Registrant incorporates by this reference each and every General Objection set forth above. Subject to the foregoing objections, Registrant responds to the non-objectionable portion of Interrogatory No. 59 as follows:

Registrant incorporates by reference the entirety of her response to Interrogatory No. 58, and, by this reference, the entirety of the declarations of Petr Aleksandrovich Nechiporenko, Irina Kozodaeva, Rashid Magometovich Dzhaubaev, Alexandra Yakovleva, Dimitry Kozodaev, and Alexander Bykov and the exhibits attached thereto. Furthermore, Registrant responds as follows:

Moreover, Registrant believed, based on (i) the public face of NT-MDT CJSC through its many websites, including but not limited to mtmdt.com, ntmdt.ru, and ntmdt.us wherein “NT MDT Co.” and “NT-MDT” were identified on pages making prominent use of the NT-MDT Trademark, (ii) the 2015 distributor agreement (**Exhibit G**) between Techno-NT, the Registrant’s sole proprietorship, and NT-MDT CJSC, and (iii) various license agreements wherein NT-MDT CJSC conveyed rights to use its trademarks, including those attached hereto as **Exhibit H** (a non-exclusive License to Scientific and Technical Company which is referenced in the audit report of NT-MDT CJSC’s 2014 and 2015 activities on pages 8 and 21 therein, such audit report attached hereto as **Exhibit I**), that NT-MDT CJSC had ownership of the NT-MDT Trademark. It was with this knowledge that, in good faith, Registrant believed she was acquiring the right to use the NT-MDT Trademark, including in the United States, from NT-MDT CJSC by virtue of acquisition of that asset from the purchase from Ms. Yakovleva, memorialized in Exhibit E, who had acquired such asset from the NT-MDT CJSC bankruptcy estate, memorialized in Exhibit D, pursuant to a sale of the assets of the company consummated by a Russian court. Furthermore, Registrant had examined the United States Trademark Office records for any registration by NT-MDT CJSC or any other entity of the NT-MDT Trademark, only finding one registered to NanoTech Holding B.V. Believing that

in order to register the NT-MDT Trademark in the United States mandated the acquisition of any rights to the mark held by NanoTech Holding B.V. (*see* **Exhibit J**), Registrant acquired any rights to the NT-MDT Trademark held by NanoTech Holding B.V. in 2016, such agreement memorialized in **Exhibit K**. By virtue of all of the above transactions, Registrant, in good faith, believed that she held the right to use the NT-MDT Trademark in the United States and register the same. With this belief, Registrant then licensed the NT-MDT Trademark to NT-MDT B.V. (Exhibit F).


Now, NT-MDT LLC, through its officers and directors including Victor (Viktor) Bykov, Andrei Bykov, Vladimir Kotov, Denis Stoiakine, and Oleg Butyaev, claim that NT-MDT CJSC did not hold any rights to the NT-MDT Trademark, despite NT-MDT CJSC's licensing of such trademark to third parties and NT-MDT CJSC's public widespread usage of the NT-MDT Trademark since 1999 until it was declared bankrupt in 2017. At all times relevant hereto, NT-MDT CJSC was listed, before Registrant obtained the NT-MDT Trademark, as the owner of record of the NT-MDT Trademark in official Russia Federation trademark records (*see* **Exhibit L**; *see also* Exhibit I at page 21 [listing NT-MDT CJSC's Russian trademarks, one of which includes the NT-MDT Trademark]), with no assignment of ownership of the trademark recorded with Russian Federation trademark officials. NT-MDT CJSC made full use of the trademark, and never indicated that any usage was not its usage but rather the usage of other related entities. This is confirmed by findings from the 2014-2015 economic activity audit, which stated, on page 21 (Exhibit I), that "organizations using this trademark emphasized the fact that they carried out their activities as representatives of NT-MDT Group of Companies without mentioning any specific names of legal entities," which lead the public, including Registrant, to believe that NT-MDT CJSC owned the NT-MDT Trademark. As such, NT-MDT CJSC was publicly using the trademark and representing to the world that it owned the NT-MDT Trademark, yet now its successor, NT-MDT LLC, claims

that during that entire time, it was in fact another entity which owned the trademark. Such duplicitous actions (*viz.*, public usage and purported ownership by NT-MDT CJSC while, allegedly and disputedly, in reality ownership was held by another entity), misled Registrant. If such allegations of non-NT-MDT CJSC ownership are true, then Registrant, who has in good faith all along believed she lawfully acquired rights to the NT-MDT Trademark, has been duped.

Dated: August 25, 2020

Respectfully submitted,

MotoSalas Law, PLLC

 /

/Kenneth M. Motolenich-Salas/
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Telephone: (202) 257-3720
Email: Ken@motosalaslaw.com
Counsel for Registrant Irina Kozodaeva

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2020, the foregoing was served on counsel for Petitioner NT-MDT LLC by forwarding said copy on such date via email to:

Lance Venable
Law Office of Lance C. Venable, PLLC
4939 West Ray Road, Suite 4-219
Chandler, AZ 85226
Telephone: (602) 730-1422
Email: lance@venableiplaw.com; uspto@venableiplaw.com


/_____/

/Kenneth M. Motolenich-Salas/
Kenneth M. Motolenich-Salas

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Part 1: Exhibit D (Declaration of Kenneth Motolenich-Salas) and Exhibits 1 through 4 thereto

Part 2: Exhibits 5 through 12 of Exhibit D

Part 3: Exhibit 13 of Exhibit D (KOZ 3074 through KOZ3106)

Part 4: Part 2 to Exhibit 13 of Exhibit D (KOZ3107-KOZ3172)

Part 5: Exhibits 14 through 16 of Exhibit D

Part 6: Exhibits 17 through 23 of Exhibit D