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

Proceeding	92071349
Party	Defendant Irina S. Kozodaeva
Correspondence Address	KENNETH M MOTOLENICH-SALAS MOTOSALAS LAW PLLC 16210 NORTH 63RD STREET SCOTTSDALE, AZ 85254 UNITED STATES Primary Email: Ken@motosalaslaw.com 202-257-3720
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 e.pdf(4691725 bytes) part 2 of ex e.pdf(4512530 bytes) part 3 of ex e.pdf(3574904 bytes) index to paper no 38.pdf(1888 bytes)

EXHIBIT E

Declaration of Irina Kozodaeva

I, IRINA KOZODAEVA, declare as follows:

1. I am over eighteen (18) years old and am the Director and Owner of Techno-NT and the Registrant of the NT-MDT Mark, United States Trademark Registration No. 5,753,336. I am a Russian citizen residing in The Netherlands. I have personal knowledge of the facts set forth herein and could and would testify competently thereto if called as a witness.
2. I own the sole proprietorship called Techno-NT which is based in The Netherlands.
3. As of 2014, I had knowledge that Alexander Bykov was the CEO of NT-MDT CJSC for quite some time and the owner of NT-MDT Europe B.V.
4. It was in April 2018 that Mr. Bykov approached me about assigning ownership of NT-MDT Europe B.V.'s rights to the NT-MDT Mark.
5. I accepted the opportunity.
6. Attached hereto as **Exhibit 1** is a true and correct authentic copy of the original of an Ownership Transfer Agreement dated April 2, 2018 signed by me and Alexander Bykov, Director and Owner of NT-MDT Europe BV, such document bearing a Dutch Apostille. The document without the apostille was bates labeled and produced in this proceeding as KOZ22-27 and is appended to the end of the notarized version.
7. The Ownership Transfer Agreement was drafted by Mr. Bykov.
8. In such agreement, NT-MDT Europe B.V. represented that it owned the NT-MDT Mark 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)", which, to me, meant ownership of the trademarks given the "unlimited" rights and the title of the agreement itself (Ownership Transfer Agreement).
9. I signed each page of the Ownership Transfer Agreement on the lower right-hand corner.
10. Mr. Bykov signed each page of the Ownership Transfer Agreement on the lower left-hand corner.
11. I was physically present with Mr. Bykov when he signed each page of the Ownership Transfer Agreement, and we both signed on the same day: April 2, 2018.
12. As a signatory to the Ownership Transfer Agreement, I was involved in the transactions memorialized in this agreement and, as such, I have personal knowledge of the details concerning the memorialized transactions.

Declaration of Irina Kozodaeva

13. To the best of my knowledge, the contents of the Ownership Transfer Agreement are true and correct, and the statements therein are true and correct.

14. At the time that I signed the Ownership Transfer Agreement, I firmly believed that NT-MDT Europe B.V. held some rights to the trademarks of NT-MDT CJSC, including the NT-MDT Mark, 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, I 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. had possession of some or all of the trademark rights identified in the Ownership Transfer Agreement, including those identified on page 6 of the Ownership Transfer Agreement.

15. This belief was supported by a Permission of Use dated June 1, 2017, before the bankruptcy declaration, from NT-MDT Europe B.V. to Dmitry Kozodaev, my 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 2**. 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.”

16. However, not being a high-ranking insider of either entity (NT-MDT CJSC or NT-MDT Europe B.V.), I 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 me at the time (*viz.*, in 2018) based upon a reasonable belief developed after examination of all evidence available to me, including the Permission of Use from 2017 and information from the internet, such as what is attached as **Exhibit 3**, which is a true and correct copy of a archived webpage dated August 15, 2016 of <http://www.ntmdt.com/page/nt-mdt-head-office> accessed on March 12, 2020 through the Way Back Machine, web.archive.org, which shows NT-MDT Co., which was a common shorthand for NT-MDT CJSC, listing its address in Russia and using the NT-MDT Mark.

17. Attached hereto as **Exhibit 4** is a true and correct copy of the notarized (Dutch Apostille) Techno-NT Non-Exclusive Distributor Agreement Benelux, Germany, France and, appended thereto, the non-notarized version of the agreement which bears bates labels KOZ64-71, which refers to NT-MDT CSJC as its common commonly known as “NT-MDT Co.”, dated January 26, 2015 (“**Distributor Agreement**”), such document bearing a Dutch Apostille.

18. I signed each page of the Distributor Agreement on the lower left-hand corner.

19. Mr. Bykov signed each page of the Distributor Agreement on the lower right-hand corner.

20. I was physically present with Mr. Bykov when he signed each page of the Distributor Agreement.

Declaration of Irina Kozodaeva

21. As a signatory to the Distributor Agreement, I was involved in the transactions memorialized in this agreement and, as such, I have personal knowledge of the details concerning the memorialized transactions.

22. To the best of my knowledge, the contents of the Distributor Agreement are true and correct, and the statements therein are true and correct.

23. At the time that I signed the Distributor Agreement, I believed that NT-MDT CSJC had possession of the trademark rights identified in the Distributor Agreement, including those identified in Section 10. Based upon such knowledge, Techno-NT sold products under the Mark under this license from NT-MDT CJSC, including into the United States, as indicated by a true and correct copy of an Oct. 14, 2015 invoice from Techno-NT to Bruker Nano Inc. of Santa Barbara, California for NT-MDT marked products, which, along with the email confirmation concerning such order (101554991) attached hereto as **Exhibit 11**.

24. In 2016, I had knowledge that NT-MDT Europe B.V. was in financial distress based on discussions with my husband, Mr. Dimitry Kozodaev, who was an employee of Nanotechnology Instruments Europe BV (NTI-Europe BV) from January 2005 to June 2017 and NT-MDT Europe B.V. This was confirmed by the fact that my husband had been let go from the company in June 2017. I believed this extended to other companies in the NT-MDT family of companies. Believing that the NT-MDT family of companies was on the verge of financial collapse and in short order would cease to use the Mark, I embarked on a process of trying to secure rights to use the NT-MDT Mark around the world. To that end, wanting to secure rights to the NT-MDT Mark in the United States and other countries, I searched various trademark databases to determine if there existed any registration by NT-MDT CJSC or any other entity of the NT-MDT Mark. With respect to the United States, I only found one in the name of NanoTech Holding B.V. A true and correct copy of the entry for this mark in the U.S. Trademark database is attached hereto as **Exhibit 5**.

25. It was my understanding that in order to be able to use the NT-MDT Mark in the United States, I had to acquire ownership of the trademark application. To that end, I acquired such rights from NanoTech Holding B.V. in 2016, and such agreement is memorialized in **Exhibit 6** ("**NanoTech Agreement**"), which is a notarized copy of such agreement bearing a Dutch Apostille, to which is appended the non-Apostille bearing version of the agreement bearing bates labels KOZ2788-2791.

26. I signed each page of the NanoTech Agreement on the lower right-hand corner.

27. Mr. Vernhout of NanoTech Holding B.V. signed each page of the NanoTech Agreement on the lower left-hand corner.

28. I was physically present with Mr. Vernhout when he signed each page of the NanoTech Agreement.

29. As a signatory to the NanoTech Agreement, I was involved in the transactions memorialized in this agreement and, as such, I have personal knowledge of the details concerning the memorialized transactions.

30. To the best of my knowledge, the contents of the NanoTech Agreement are true and correct, and the statements therein are true and correct.

Declaration of Irina Kozodaeva

31. After acquiring rights under the 2016 NanoTech Agreement and the 2018 Ownership Transfer Agreement, it was my firm belief that I had sufficient rights in the NT-MDT Mark to file a trademark application, including in the United States, which was done through Marcaria on July 19, 2018. True and correct copies of emails between Olga Blenk, the Techno-NT office manager, and Dmitry Kozodaev, my husband, and Marcaria are attached hereto as **Exhibit 10** (bearing bates labels KOZ456-484), with those emails from July 19, 2018, the filing date, highlighted and found on KOZ481-484. Thereafter, I went ahead and, also through the attorney secured through Marcaria, filed a statement of use on March 10, 2019. However, in 2019, I discovered, through discussions with my husband who had obtained some information from his sister Anastasia Yakovleva, that, as part of the assets comprising the bankruptcy estate of NT-MDT CJSC, the NT-MDT Mark, including the rights to use the NT-MDT Mark in the United States, was identified.

32. Discovering that there was a possibility that the rights to the NT-MDT Mark, 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 or the NanoTech Agreement in 2016, I asked, in early 2019, my sister-in-law, Ms. Anastasia Aleksandrovna Yakovleva, to see if she could determine what intellectual property, if any, was in the bankruptcy estate of NT-MDT CJSC.

33. I also requested that Ms. Yakovleva make every effort to acquire as many of NT-MDT CJSC's assets as she could, including any intellectual property in the bankruptcy estate.

34. She informed me that the bankruptcy estate of NT-MDT CJSC included, amongst other things, the right to use the NT-MDT Mark in Russia, the United States, China, the European Union, and India.

35. It is my belief that Ms. Yakovleva was successful in acquiring many assets, including the NT-MDT Mark and the rights to use the trademark in the United States. Ms. Yakovleva provided me with a notarized, translated copy of an "Agreement of Purchase of the Properties of Closed Joint Stock Company 'Nanotechnology-MDT' (NT-MDT CJSC)" ("**Bankruptcy Purchase Agreement**"), a true and correct, notarized, and authentic copy of which is attached hereto as **Exhibit 7** and bears bates labels KOZ3-16.

36. According to the Bankruptcy Purchase Agreement, 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 7** at Section 1.5.

Declaration of Irina Kozodaeva

37. I believed that, by virtue of this Bankruptcy Purchase Agreement, Ms. Yakovleva acquired a good amount of NT-MDT CJSC's intellectual property, including the right to use and register the NT-MDT Mark in the United States.

38. I thereafter acquired these rights from Ms. Yakovleva for my sole proprietorship Techno-NT pursuant to a Trademark Purchase Agreement dated March 24, 2019, a true and correct and authentic copy of which is attached hereto as **Exhibit 8** which bears bates labels KOZ88-90.

39. Specifically, in this Trademark Purchase Agreement, I acquired "exclusive rights to the Assignee [viz., me] 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 8, Section 1.3, on KOZ88, page 1 of the Trademark Purchase Agreement.

40. I signed each page of the Trademark Purchase Agreement on the lower right-hand corner.

41. Ms. Yakovleva signed each page of the Trademark Purchase Agreement on the lower left-hand corner.

42. I was physically present with Ms. Yakovleva when she signed each page of the Trademark Purchase Agreement.

43. As a signatory to the Trademark Purchase Agreement, I was involved in the transactions memorialized in this agreement and, as such, I have personal knowledge of the details concerning the memorialized transactions.

44. To the best of my knowledge, the contents of the Trademark Purchase Agreement are true and correct, and the statements therein are true and correct.

45. At the time that I signed the Trademark Purchase Agreement, I believed that Ms. Yakovleva had possession of the trademark rights identified in the Trademark Purchase Agreement, including those identified in Section 1 on page 1 bearing bates label KOZ88.

46. By virtue of both being the assignee on both the (i) Ownership Transfer Agreement (**Exhibit 1**), whereby any rights to the NT-MDT Mark, including rights to use and register the same in the United States, held by NT-MDT Europe B.V. were assigned to me and (ii) the Trademark Purchase Agreement (**Exhibit 8**), whereby any rights to the NT-MDT Mark, including rights to use and register the same in the United States, held by NT-MDT CJSC were assigned to me, coupled with the NanoTech Agreement (**Exhibit 6**) whereby I believed I acquired any rights to the U.S. trademark application for the NT-MDT Mark, I believed, in good faith, that I held the right to register and use the NT-MDT Mark in various nations, geographies, one of which was and is the United States.

Declaration of Irina Kozodaeva

47. It was based upon such belief that I 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 9, which is a true and correct authentic copy of the original of License Agreement No. 1 dated March 25, 2019 between Techno-NT, my sole proprietorship, and NT-MDT B.V. ("**License Agreement**"), such document bearing a Dutch Apostille, to which is appended the non-Apostille bearing version of the License Agreement bearing bates labels KOZ1008-1013. It was the mutual goal of me and my husband that Techno-NT and NT-MDT B.V. would work together, with, among other things, Techno-NT owning the NT-MDT Mark and licensing it to NT-MDT B.V., who would then sell products under the mark.

48. I signed the License Agreement on page 5.

49. Mr. Dmitry Kozodaev signed the License Agreement on page 5 on behalf of NT-MDT B.V.

50. I was physically present with Mr. Kozodaev when he signed page 5 of the License Agreement.

51. As a signatory to the License Agreement, I was involved in the transactions memorialized in this agreement and, as such, I have personal knowledge of the details concerning the memorialized transactions.

52. To the best of my knowledge, the contents of the License Agreement are true and correct, and the statements therein are true and correct.

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 05 day of October, 2020.



Signature of Affiant, Irina Kozodaeva

EXHIBIT 1



NT-MDT

NT-MDT Europe BV
Kalverstraat 242
7311 SN Apeldoorn
The Netherlands
Tel.: +31 (0) 88 338 99 99
Fax: +31 (0) 88 338 99 98

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]

[Assignee]



By: Alexander Bykov

Title: Director and Owner of NT-MDT Europe BV



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]



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

[Assignee]



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

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by P. Kobeissi
3. acting in the capacity of Registrar of Births Marriages and Deaths of Apeldoorn
4. bears the seal/stamp of aforesaid registry of births, marriages and deaths

Certified

5. in Zutphen
6. on 12-03-2020
7. by the registrar of the district court of Gelderland
8. no. 20-683
9. Seal/stamp:
10. Signature:

H. Jabir



Gezien voor legalisatie van de handtekening van:

= I.S. Kozodaeva =

Apeldoorn, 11-03-2020 =

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,

= P. Kobeissi =



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 2

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 3

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



[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 4



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



26.01.2018


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

Gezien voor legalisatie van de handtekening van:

I. S. Kozodreva

Apeldoorn, 16-03-2020

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/novenstaand

handmerk is gezet in het bijzijn van ondergetekende,

Algemeer van de Gemeente Apeldoorn

S. Prys Mulder



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by S. Mulder
3. acting in the capacity of Registrar of Births Marriages and Deaths of Apeldoorn
4. bears the seal/stamp of aforesaid registry of births, marriages and deaths

Certified

5. in Zutphen
6. on 17-03-2020
7. by the registrar of the district court of Gelderland
8. no. 20-729
9. Seal/stamp:
10. Signature:



O. Ekizaya

TECHNO-NT

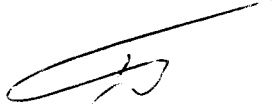
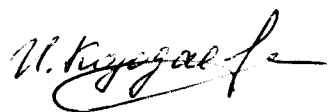
Non-Exclusive Distributor Agreement

BENELUX, GERMANY, FRANCE

Moscow

26 January 2015

26th January 2015

NON EXCLUSIVE DISTRIBUTOR AGREEMENT

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

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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.

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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.

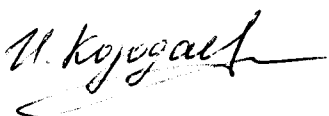
DISTRIBUTOR further agrees to give no warranty or guarantee other than that authorized by **COMPANY** in written form.


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....



26.01.2015


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**.



26012015


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;

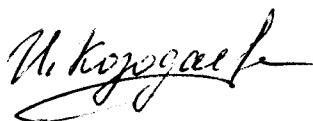
8. THE DISTRIBUTOR'S COMMISSION FEE


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



26012018


- 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.



26012015


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



26.01.2018


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 5



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Mar 13 04:37:23 EDT 2020

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	BOTTOM	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					
Logout	Please logout when you are done to release system resources allocated for you.								

Start List At: OR Jump to record: **Record 12 out of 19**

TSDR **ABANDONED Status** **FILED Status** (Use the "Back" button of the Internet Browser to return to TESS)



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](#)

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[BROWSE DICT](#)

[SEARCH OG](#)

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[CURR LIST](#)

[NEXT LIST](#)

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EXHIBIT 6

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:

= J.S. Kazodaeva =

Apeldoorn, 11-03-2020 =

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,
ambtenaar van de Gemeente Apeldoorn

= P. Koberssi =



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.

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Bovenstaand/onderstaand/nevenstaand
handmerk is gezet in het bijzijn van ondergetekende,
ambtenaar van de Gemeente Apeldoorn

AC



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

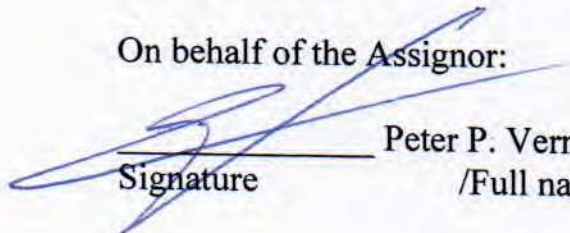
Bank ING:

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/

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by P. Kobeissi
3. acting in the capacity of Registrar of Births Marriages and Deaths of Apeldoorn
4. bears the seal/stamp of aforesaid registry of births, marriages and deaths

Certified

5. in Zutphen
6. on 12-03-2020
7. by the registrar of the district court of Gelderland
8. no. 20-683

9. Seal/stamp:

10. Signature:

H. Jabir

Gezien voor legalisatie van de handtekening van:

I. S. Kozodreva =

Apeldoorn, 11-03-2020 =

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.

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Bovenstaand/onderstaand/nevenstaand
handmerk is gezet in het bijzijn van ondergetekende,
Burgemeester van de Gemeente Apeldoorn



P. Kobeissi =

Gezien voor legalisatie van de handtekening van:

P.P. Verhulst =

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.

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Burgemeester van de Gemeente Apeldoorn



HC

Trademark Purchase
AGREEMENT

Apeldoorn

October 25, 2016

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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:

P.P. 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 heperkt zich tot het voor echt verklaren van de daaronder gestelde handtekening.

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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.

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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.

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NANOTECH HOLDING B.V.

kvk number – 08152229

VAT number: NL8171.96.985.B01

Bank: ABN AMRO

IBAN: NL05ABNA0430212348

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Techno-NT

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VAT number: NL-260874280B01

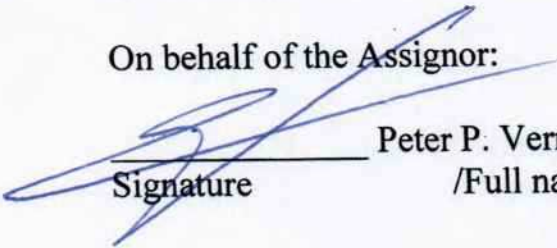
Bank ING:

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. Verhaar
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.
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Bovenstaand/onderstaand/nevenstaand
handmerk is gezet in het bijzijn van ondergetekende,

4211 - Gemeente Apeldoorn

AC

KOZ2791



EXHIBIT 7

ДОГОВОР
купли-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 Магометовича**, 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: rahdj@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. Джаубаев /Джаубаев 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 3e12099	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

Закрытое 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	Panasonic PTLС 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

Гарбуз Татьяна Александровна

Александровна Яковлева

Российская Федерация.

Город Москва. Двадцать шестое июня две тысячи девятнадцатого года.

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

Подпись сделана в моем присутствии. Личность подписавшего документ установлена.

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.

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.

Registered in the Register under No. 77/678-н/77-2019-6-1380

Fee charged: 100 Rubles.

Legal and Technical Service: 200 Rubles.



Е.А. Комплектова

Seal

signature

E.A. Komplektova

Official seal:

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



Всего прошнуровано,
пронумеровано и скреплено
печатью 13/тринадцать лист 06
Вр(и)о 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 8

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 ими.</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 Соединённых 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).

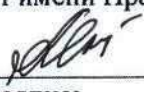
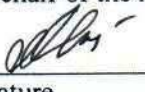


году) и Индии (первое использование с 1999 году)	
7.6. Настоящий договор заключен 24 марта 2019г. г. в 2-х экземплярах, имеющих одинаковую юридическую силу, по одному экземпляру для каждой Сторон.	7.6 The Agreement is made on March 24, 2019, in two copies of equal legal force, one for each Party.
АДРЕСА 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 9



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

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



Specification

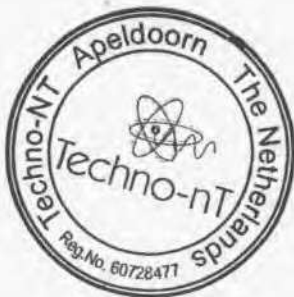
1. In accordance with the License Agreement No. 1 on granting of a simple (non-exclusive) license dated March 25, 2019 (hereinafter – Agreement), the Licensor grants the Licensee a license to use the trademark No. 188978
2. This Annex is signed in duplicate, in English.

Parties' signatures:

On behalf of the Licensor

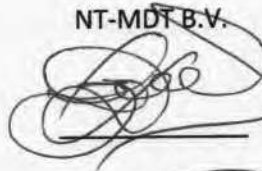
Techno-NT

 Irina Kozodaeva



On behalf of the Licensee

NT-MDT B.V.

 Dmitry Kozodaev







Gezien voor legalisatie van de handtekening van:

= L.S. Kozodaeva - L. D.A. Kozodaev =

Apeldoorn, 16-03-2020

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,
ambtenaar van de Gemeente Apeldoorn

= S. Prijs Mulder =



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by S. Mulder
3. acting in the capacity of Registrar of Births Marriages and Deaths of Apeldoorn
4. bears the seal/stamp of aforesaid registry of births, marriages and deaths

Certified

5. in Zutphen
6. on 17-03-2020
7. by the registrar of the district court of Gelderland
8. no. 20-729

9. Seal/stamp:

10. Signature:

O. Ekizkaya



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 Licensors 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 Licensors 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 Licensors.

2.2.3. Immediately inform the Licensors 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 Licensors 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 Licensors' 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



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.

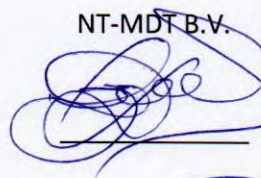
 Dmitry Kozodaev



EXHIBIT 10

Trademark Registration - NT-MDT- USA, China - NTMDT in India



Dmitry Kozodaev June 26, 2018 15:09

This is a follow-up to your previous request [#414721](#) "Trademark Registration - NT..."

Dear Consuelo,

I would like to ask you about extension of the trade mark registration. If we have already EU-trademark registration and would like to add some others countries, what do we need to do for it?

How much does it cost to add some counties to our registration?

We are talking about US and China.

Can we do this extension through your company?

How does it cost then?

Thank you in advance

Olga Blenk

Techno-NT

Hoveniersdreef 315

7328 KJ Apeldoorn,

The Netherlands;

info@techno-nt.com

www.techno-nt.com

Tel: +31-621367880



Consuelo Arcos June 26, 2018 16:48

Dear Olga,

Could you please provide the details of your mark in the EU so that we can provide the corresponding quotation?

I understand you want to file a Madrid System extension from your EU trademark to the US and China.

Kind regards,

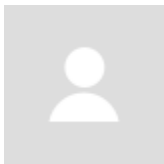
Consuelo Arcos

Trademarks Account Manager

consuelo@marcaria.com

Tel: +1 (305) 520-7323

www.marcaria.com



Dmitry Kozodaev June 27, 2018 10:18

Dear Consuelo,

I don't have the details of our mark in EU yet.

I mean it is in a process right now. We applied for that a month ago.

I have only application number at this moment.

Application #: 017910749

Please see the PrintScreen below.

At this moment we only would like to know the price of the extension from our EU trademark to the US and China.

Thank in advance

Olga Blenk

○ [image001.png](#) (300 KB)



Consuelo Arcos June 27, 2018 21:21

Dear Dmitry,

Thank you for your confirmation.

Consider that the requirements to file a trademark via the Madrid System are the following:

- The applicant must have nationality, domicile or business incorporation in the base country.
- The applicant must have a filed or registered trademark in the base country (if you do not have a filed or registered trademark, we can assist you with filing the base country application).

The Madrid System trademark registration process is divided in the following steps:

-
- Step 1 – Trademark Comprehensive Study: Report prepared by attorneys who specialize in trademark matters, which will provide guidance regarding the convenience of requesting the registration of your trademark. The report includes: a class study according to your products/services, a graphic and phonetic similarity trademark search, and our attorneys' analysis and opinion regarding the possibilities of registration.
 - Step 2 – Trademark Registration Request: This service includes extending the protection of the base application trademark through the Madrid System to the designated countries. Once the application has been filed, we will send you a report and a scanned copy of the request. The service also includes

monitoring the registration process of the international trademark, given that the process may take several months until granting.

You may find your quotation per step in the following links:

1. ***Trademark Comprehensive Study Quotation***
2. ***Trademark Registration Request – Madrid System Extension Quotation***

Given that you are interested in extending your trademark to only 2 countries, it is more economical to file your trademark individually. If you are interested in this option, you may find your quotation for the Step 2 in the following link:

Trademark Registration Quotation

I look forward to receiving your instructions for proceeding with this service. If you require a modified quotation, please let us know.

Kind regards,

Consuelo Arcos

Trademarks Account Manager

consuelo@marcaria.com

Tel: +1 (305) 520-7323

www.marcaria.com

-
- [Madrid System Quotation Base EU - 2 Countries - 1 class - 422132 \(2\).pdf](#) (50 KB)



Dmitry Kozodaev July 03, 2018 11:19

Dear Consuelo,

Thank you for your reply and quotations.

So we are interested in extending our trademark to 3 countries.

You said it is more economical to file our trademark individually. So we would like to do that.

Would you send us a new quotation for 3 countries: USA, China and India?

Is the price in your quotation for "word mark or logo" or "word mark and logo"?

For example for China:

China

Step 1 - Trademark Comprehensive Study

Trademark Type: Word Mark or Logo Number of Classes: 1

1

€ 64

China

Step 2 - Trademark Registration Request

Trademark Type: Word Mark or Logo Number of Classes: 1

1

€ 342

China

Step 3 - Trademark Registration Certificate Trademark Type: Word Mark or Logo Number of Classes: 1

1

€ 0

We have word mark and logo. So we would like to register both.

Do we need to pay double then? 64x2, 342x2, etc....

Also we have a question.

You said that one of the requirements to file a trademark via Madrid System is:

- The applicant must have a filed or registered trademark in the base country (if you do not have a filed or registered trademark, we can assist you with filing the base country application).

We have already applied for a EU-trademark registration through other company. So it is in a process.
Application #: 017910749

Does it mean that our mark will be registered in the base country as well so we have the base country registration? We live and work in the Netherlands. We have domicile in NL.

I am waiting for your reply and new quotation.

Sincerely,

Olga Blenk

Techno-NT

Hoveniersdreef 315

7328 KJ Apeldoorn,

The Netherlands;

info@techno-nt.com

www.techno-nt.com (<http://www.techno-nt.com/>)

Tel: +31-621367880

-
- [image001.png](#) (9 KB)



Dmitry Kozodaev July 05, 2018 09:49

Dear Consuelo,

Thank you for your reply and quotations.

So we are interested in extending our trademark to 3 countries.

You said it is more economical to file our trademark individually. So we would like to do that.

Would you send us a new quotation for 3 countries: USA, China and India?

Is the price in your quotation for "word mark or logo" or "word mark and logo"?

For example for China:

China

Step 1 - Trademark Comprehensive Study

Trademark Type: Word Mark or Logo Number of Classes: 1

1

€ 64

China

Step 2 - Trademark Registration Request

Trademark Type: Word Mark or Logo Number of Classes: 1

1

€ 342

China

Step 3 - Trademark Registration Certificate Trademark Type: Word Mark or Logo Number of Classes: 1

1

€ 0

We have word mark and logo. So we would like to register both.

Do we need to pay double then? 64x2, 342x2, etc....

Also we have a question.

You said that one of the requirements to file a trademark via Madrid System is:

- The applicant must have a filed or registered trademark in the base country (if you do not have a filed or registered trademark, we can assist you with filing the base country application).

We have already applied for a EU-trademark registration through other company. So it is in a process.

Application #: 017910749

Does it mean that our mark will be registered in the base country as well so we have the base country registration? We live and work in the Netherlands. We have domicile in NL.

I am waiting for your reply and new quotation.

Sincerely,

Olga Blenk

Techno-NT

Hoveniersdreef 315

7328 KJ Apeldoorn,

The Netherlands;

info@techno-nt.com

www.techno-nt.com (<http://www.techno-nt.com/>)

Tel: +31-621367880

From: Marcaria.com <info-en@marcaria.com>

Sent: Friday, June 29, 2018 4:05 PM

To: Dmitry Kozodaev <info@techno-nt.com>

Subject: Re: Trademark Registration - Madrid System

-
- [image001.png](#) (9 KB)



Consuelo Arcos July 05, 2018 20:37

Dear Olga,

You can find the description of the trademark registration process and your quotation for **one mark** in **one class** in **USA, China and India** in the following link:

Trademark Quotation (Combined Mark)

Notes:

- If you would like to learn more about Marcaria.com, you can download our [company presentation](#).
- The above mentioned quotation takes into consideration a word mark and a logo.
- In the United States, if you have a "combined mark" (mark with design elements and text) and you want to adequately protect the text, we recommend you file two applications, one for the "combined mark" and another for the "word mark (only the text)". [More Info](#). If you prefer to file two applications, please let me know and I will send you a modified quotation.

To begin with the registration process, please click on the payment button within the quotation document.

I am at your disposal if you have any questions.

Kind regards,

Consuelo Arcos

Trademarks Account Manager

consuelo@marcaria.com

Tel: +1 (305) 520-7323

www.marcaria.com



Dmitry Kozodaev July 10, 2018 11:08

Dear Consuelo,

Thank you for your quotation.

We have paid already. Order number is 1686907

Please see PrintScreen below

Sincerely,

Olga Blenk

Techno-NT

Hoveniersdreef 315

7328 KJ Apeldoorn,

The Netherlands;

info@techno-nt.com

www.techno-nt.com (<http://www.techno-nt.com/>)

Tel: +31-621367880

-
- [image001.png](#) (9 KB)
 - [image003.jpg](#) (20 KB)



Consuelo Arcos July 10, 2018 19:03

Dear Dimitry,

Thank you for your notification, we have received your payment.

In order to proceed with the registration process please confirm the following information:

Trademark: XXX

Countries: USA, China and India

Type: Combined Mark

Logo: Please send us the logo of your trademark

Description: Please provide a detailed description of your product or service

Class: (will be confirmed once the description is provided)

Owner: Techno-NT(Company)

Owner address: Hoveniersdreef 315, Apeldoorn, Nederland, 7328KJ, Holand

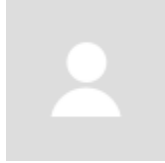
I look forward to your reply in order to proceed.

Kind regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323
www.marcaria.com



Dmitry Kozodaev July 11, 2018 17:27

Dear Consuelo,

Please find the answers to your questions below:

Trademark: NT-MDT

Countries: USA, China and India

Type: Combined Mark

Logo: Please find the attached file.

Description: 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, Atomic Force Microscopes (AFM); Scanning Probe Microscope (SPM); microscopes and parts thereof.

Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring,

signaling, checking (inspection), life-saving and teaching apparatus and instruments; optical devices, amplifiers and correctors; microscopes, including Atomic Force Microscopes (AFM); Scanning Probe Microscope (SPM)

apparatus for recording, transmitting and reproducing sound and images; magnetic data carriers,

disc-shaped sound carriers; data processing equipment and computers; software, including for the benefit of

nanotechnology; parts for the aforesaid goods included in this class.

Class: (will be confirmed once the description is provided)

Owner: Irina S. Kozodaeva

Owner address: Hoveniersdreef 315, Apeldoorn, Nederland, 7328KJ

Please confirm that you start the procedure.

With kind regards, Olga Blenk

- [NT-MDT_logo.jpg](#) (800 KB)



Consuelo Arcos July 11, 2018 17:57

Dear Olga,

Thank you for the confirmation of the information below.

Could you please confirm if the following description is ok to proceed?

Please kindly note that the trademarks office in USA is very strict with regards with the descriptions filed as they must match the USPTO trademarks classification descriptions found [here](#).

Class 9:

- Microscopes; *Microscopes* and their parts; measuring apparatus and measuring instruments; computers; *Computer operating software*; *Transistors [electrical apparatus]*
- 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
- Apparatus for *recording, transmitting* and *reproducing* sound and images
- Data processing apparatus

I look forward to your reply in order to proceed with the comprehensive studies.

Kind regards.

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Dmitry Kozodaev July 11, 2018 18:17

Dear Consulelo

Yes, herewith I confirm! Is it possible to add one row as Atomic Force Microscopes (AFM) into the description?

With kind regards, Olga Blenk



Consuelo Arcos July 11, 2018 18:23

Dear Olga,

Thank you for confirming the description.

Unfortunately "Atomic Force Microscopes (AFM)" does not appear in the USPTO Classification. The only things that are described regarding atoms are the following:

"Calibrating devices for calibrating *atomic* absorption spectrometers2

"Calibration devices for calibrating optical emission spectrometers, *atomic* absorption spectrometers and X-ray apparatus, other than for medical use"

Nevertheless I don't think they match with your products.

I look forward to your reply in order to proceed.

Kind regards,

Consuelo Arcos
Trademarks Account Manager

Tel: +1 (305) 520-7323
www.marcaria.com



Dmitry Kozodaev July 11, 2018 18:39

Dear Consuelo,

In USPTO Classification I found the description of "Scanning Probe Microscopes" in Class 9 "Electrical and Scientific apparatus", Term ID: 009-5314. Please add this thing into the description.

With kind regards, Olga Blenk



Consuelo Arcos July 11, 2018 18:58

Dear Olga,

I have added "Scanning Probe Microscopes" to the description.

Class 9:

- Microscopes; *Microscopes* and their parts; measuring apparatus and measuring instruments; computers; *Computer operating software*; *Transistors [electrical apparatus]*
- 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
- Apparatus for *recording, transmitting and reproducing* sound and images
- Data processing apparatus
- Scanning Probe Microscopes

Please note that "Electrical and Scientific apparatus" does not appear in the USPTO classification as it is too vague. Alternative options are as follows:

- Scientific apparatus*, namely, spectrometers and parts and fittings therefor
- *Scientific and technical apparatus*, namely, optical mirrors
- Transistors [*electrical apparatus*]
- Electrical apparatus* for testing the state of operability of electronic sirens and public address systems
- Electronic and *electrical apparatus*, namely, receipt issuing, reading and recording machines

I look forward to your reply in order to proceed.

Kind regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Dmitry Kozodaev July 11, 2018 19:06

Dear Consuelo,

We agreed to your last description:

Class 9:

- Microscopes; Microscopes and their parts; measuring apparatus and measuring instruments; computers; Computer operating software; Transistors [*electrical apparatus*]
- 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
- Apparatus for recording, transmitting and reproducing sound and images
- Data processing apparatus
- Scanning Probe Microscopes

Please proceed the registration!

With kind regards, Olga Blenk



Consuelo Arcos July 11, 2018 20:35

Dear Olga,

I have sent the comprehensive study orders to the corresponding attorneys. We will send you the results as soon as possible.

In the meantime, I remain at your disposal for any questions you might have.

Best regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Consuelo Arcos July 13, 2018 21:37

Dear Olga,

The Trademark Comprehensive Study you ordered is available below:

Country	Trademark	Step 1 - Comprehensive Study	Recommendation Summary
---------	-----------	------------------------------	------------------------

India	NT-MDT	Download Study	Class 9 – Less than 50%, we do not recommend proceeding with Step 2 Trademark Registration Request.
USA	NT-MDT	Download Study	Class 9 – More than 50%, we recommend proceeding with Step 2 Trademark Registration Request.

I am at your entire disposal for any questions you may have regarding its content.

Note that in **India** we can offer a free study if the first one is not favorable. If you wish to take advantage of this opportunity, please send me the details of the new trademark.

We do not recommend proceeding with Step 2 - Registration Request if the study results are less than 50%; however, if for a commercial reason you would like to anyways, you can also fill out the following [Order Form](#) and send it back to us.

In order to proceed with filing the trademark application, you will need to fill out the following forms:

Country	Trademark	Order Form	Power of Attorney*
USA	NT-MDT	Online Order Form	A Power of Attorney is not required in this country.

If you prefer that we upload the service to your account, rather than ordering it directly from our website, you can fill out the following [Order Form](#) and send it back to us.

Once I receive the pending comprehensive study in China, I will notify you.

I look forward to hearing from you soon.

Best regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com

- [TRADEMARK COMPREHENSIVE STUDY-NT-MDT-USA\(WM LOGO\).pdf](#) (800 KB)
- [TRADEMARK COMPREHENSIVE STUDY-NT-MDT-INDIA WM LOGO.pdf](#) (900 KB)



Dmitry Kozodaev July 13, 2018 23:56

Dear Consuelo,

Thank you for your message!

We will check carefully your letter. Just one question regarding Online Order Form we have paid your quotation for the

Registration Process in China, India and USA. Please explain additional fees.

Regards, Olga Blenk



Dmitry Kozodaev July 16, 2018 15:21

Dear Consuelo,

I did not get an answer to my last message. I have filled the online form for USA trademark registration, it is required the additional payment, please look the screenshot. We have already paid.

Regarding India we can register NTMDT instead of NT-MDT.

With kind regards, Olga Blenk

Dear Consuelo,

Thank you for your message!

We will check carefully your letter. Just one question regarding Online Order Form we have paid your quotation for the

Registration Process in China, India and USA. Please explain additional fees.

Regards, Olga Blenk

From: Consuelo Arcos (Marcaria.com) <info-en@marcaria.com>

Sent: Friday, July 13, 2018 9:38 PM

To: Dmitry Kozodaev <info@techno-nt.com>

Subject: Re: Trademark Registration - NT-MDT- USA, China and India

-
- [image003.png](#) (60 KB)



Consuelo Arcos July 16, 2018 15:41

Dear Olga,

My apologies, no extra feed would be necessary for registration. The fees have been paid through the quotation as you correctly state. I did not modify the message correctly before sending you the information.

Payments have been assigned to registration in **India, China and USA.**

Please confirm the following information:

Country	Trademark Name	Comments	
USA	NT-MDT	In order to proceed, please confirm if	

		<p>your trademark is currently in use or you intend to use it soon.</p> <p>1. “Use in Commerce” basis</p> <p>If you are currently using your trademark in the United States, we will file your application on a “Use in Commerce” basis.</p> <p>In this case, you will need to provide the date of first use and also send proof that the mark is being used in the United States.</p> <p>2. “Intent to Use” basis</p> <p>If you are not using your trademark in</p>	
--	--	--	--

		<p>the United States, we can file your application on an “Intent to Use” basis. In this case, your application will be processed normally, but once it is accepted for registration (approximately 10 months after the filing date), you will be required to show proof that the trademark is being used.</p>	
INDIA	NTMDT	<p>Your trademark registration will be modified from NT-MDT to NTMDT</p> <p>Please note that A Power of Attorney is required in this country. Please find the corresponding</p>	

		document here .	
CHINA	NT-MDT	<p>Please note that comprehensive studies for combined marks in China take approximately 5 business days to be provided, as stated on our website. Once I receive the pending comprehensive study in China, I will notify you.</p> <p>Please note that A Power of Attorney is required in this country. Please find the corresponding document here.</p>	

Please kindly note that we work Monday to Friday.

I look forward to hearing from you soon.

Best regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com

•



Dmitry Kozodaev July 17, 2018 14:55

Dear Consuelo,

Herewith I confirm this information. Please proceed the registration process.

With kind regards, Olga Blenk

•



Consuelo Arcos July 17, 2018 17:50

Dear Olga,

Thank you for your previous email. In order to proceed please note the following:

1) Please note that A Power of Attorney is required in **India** for trademark registration. Please find the corresponding document below:

- Please complete this document if the owner is an **Individual**
 - Please complete this document if the owner is a **Company**
-

2) In order to file your trademark correctly in **USA**, we must chose a filing basis. Please confirm the following for your Trademark in USA:

Are you currently using your product in USA or will you be using it soon?

I look forward to your reply in order to proceed.

Kind regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Consuelo Arcos July 18, 2018 14:47

Dear Olga,

The Trademark Comprehensive Study you ordered is available below:

Country	Trademark	Step 1 - Comprehensive Study	Recommendation Summary
China	NT-MDT	Download Study	Class 9 – More than 75%, we recommend proceeding with Step 2 Trademark Registration Request.

In order to proceed please note the following:

1) Please note that A Power of Attorney is required in **India** for trademark registration. Please find the corresponding document below:

-
- Please complete this document if the owner is an **Individual**
 - Please complete this document if the owner is a **Company**
-

2) Please note that A Power of Attorney is required in **China** for trademark registration. Please find the corresponding document below:

-
- Please complete this document if the owner is an **Individual/ Company**
-

3) In order to file your trademark correctly in **USA**, we must chose a filing basis. Please confirm the following for your Trademark in USA:

Are you currently using your product in USA or will you be using it soon?

I look forward to your reply in order to proceed.

Kind regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com

-
- [TRADEMARK COMPREHENSIVE STUDY- NTMDT- CHINA.pdf](#) (600 KB)



Dmitry Kozodaev July 19, 2018 17:11

Dear Consuelo,

Please find the signed POA for China and India, please check if everything correct. Also I have added the copy of ID card of Mrs. Irina Kozodaeva.

Regarding the using of the product in USA we do not use this product currently in USA and plan to use at least one year later.

With kind regards, Olga Blenk

-
- [Irina Kozodaeva ID card.pdf](#) (800 KB)
 - [POA INDIA SIGNED.pdf](#) (2 MB)
 - [POA_CHINA signed.pdf](#) (2 MB)



Consuelo Arcos July 19, 2018 17:55

Dear Olga,

Thank you for the documents and information. Everything is in order.

Please confirm that the description you would like to file for China, USA and India is the following:

-Microscopes; Microscopes and their parts; measuring apparatus and measuring instruments; computers; Computer operating software; Transistors [electrical apparatus] -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 -Apparatus for recording, transmitting and reproducing sound and images -Data processing apparatus -Scanning Probe Microscopes

Additionally, before proceeding in India, could you please confirm if you are currently using your trademark in India or are you planning to use it?

I look forward to your reply.

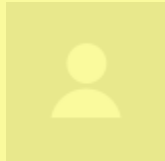
Kind regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Dmitry Kozodaev July 19, 2018 18:11

Dear Consuelo,

Herewith I confirm the description! If needed we can exclude the "Nautical and photographic apparatus and instruments, namely, underwater housings for cameras, underwater enclosures for cameras and underwater enclosures for photographic lenses". The rest of description is OK!

Regarding India market we did not use the devises in India and plan to do it after the trademark registration, one year later from now.

With kind regards, Olga Blenk



Consuelo Arcos July 19, 2018 18:26

Dear Olga,

Thank you for the confirmation.

Please note that these services have been sent to the local attorneys. We will send you the filing reports as soon as possible.

In the meantime, we are at your disposal for any questions you might have.

Best regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Consuelo Arcos July 19, 2018 18:53

Dear Olga,

The local attorney in USA has notified that the following part of the description must be deleted in order to proceed with filing: "measuring apparatus and measuring instruments."

Alternative options are:

- Measuring instrumentation and apparatus*, namely, digitizers
- Scientific *apparatus and instruments for measuring* relative DNA, RNA and protein and parts and fittings therefor
- Technical *measuring*, testing and checking *apparatus and instruments for measuring*, testing and checking the temperature, pressure, quantity and concentration of gas and liquids

Please let me know if we can delete this or use one of the alternative options in order to proceed.

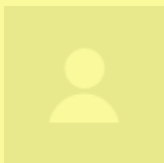
Kind regards,

Consuelo Arcos

Trademarks Account Manager

Tel: +1 (305) 520-7323

www.marcaria.com



Dmitry Kozodaev July 19, 2018 20:29

Dear Consuelo,

Please use this part from alternative option:

- Scientific apparatus and instruments for measuring relative DNA, RNA and protein and parts and fittings therefor

With kind regards, Olga Blenk

EXHIBIT 11



Techno-NT
Hoveniersdreef 315
7328 KJ Apeldoorn
The Netherlands
Tel: 0031-621367880
Fax: 0031-88 3389998
VAT: NL-260874280B01
E-Mail: info@techno-nt.com

PURCHASER/INVOICE TO:

Bruker Nano Inc.
112 Robin Hill Rd.
93117
Santa Barbara
CA
USA

Apeldoorn, 14 October 2015

Request processed by Jason Osborne
Contact : +805-967-1400

INVOICE

Your reference: TGG1 NTMDT Order confirmation: 101554991
Invoice no: 20151061
Currency: USD

POS	ARTICLE NUMBER	DESCRIPTION	PRICE	QTY	TOTAL PRICE
1	TGG1	Test grating	\$200,00	2	\$400,00
2	Delivery			1	\$28,00
	Total				\$428,00

TECHNO-NT
Hoveniersdreef 315
7328 KJ Apeldoorn

Bank name details:
ING Bank NV
PO BOX: 1800
1000 BV Amsterdam
Netherlands
IBAN: NL19INGB0006510318
BIC: INGBNL2A

PAYMENT TERMS: Net 30 (within 30 days after Invoice date)

Techno-NT

From: Olga Safronova <olga@ntmdt.ru>
Sent: dinsdag 6 oktober 2015 13:12
To: 'Techno-NT'; 'Dimitry Kozodaev'
Subject: FW: Order confirmation: 101554991

Ирина, Дима, снова привет ☺

А вот этот вопрос наверное посложнее будет предыдущего – а в Америку Брюкеры Вы сможете продать? Их интернет заказ ниже. Он в долларах.
Если сможете – я заквочу на Техно-НТ. Если нет – отправлю в Ирландию.

Жду Вашего решения.
Спасибо!
Оля

From: NT-MDT Tips [<mailto:info@ntmdt-tips.com>]
Sent: Saturday, October 03, 2015 12:39 AM
To: olga@ntmdt.ru; grishina@ntmdt.ru
Subject: Order confirmation: 101554991



Order confirmation: 101554991

Micromechanics
Unit 3203-4, No.69 Jervois Street
Sheung Wan, Hong Kong
Tel.: +353 (0) 61 333322
Fax: +353 (0) 61 333320
Contact person: Ms. Olga Safronova
E-mail: olga@ntmdt.ru

Product name	Description	Cost	Quantity	Summary cost
TGG1	Test grating TGG1 is intended for SPM calibration in X or Y axis, detection of lateral and vertical scanner nonlinearity, detection of angular distortion, tip characterization.	\$200.00	2	\$400.00
Total price:				\$400.00
Delivery method: By mail:				\$28.00
TOTAL:				\$428.00

Preferred delivery method: By mail (\$28.00)

Payment method: Get invoice

Invoice address:

Institute/Company: Bruker Nano Inc.
Address: 112 Robin Hill Rd.
Index/Zip: 93117
Town/City: Santa Barbara
State: CA
Country: USA

Contact person:

Title: Mr.

1
KOZ97

First name: Jason
Last name: Osborne
Phone: 805-967-1400
Fax:
E-mail: jason.osborne@bruker.com
Web-page:
Position: Staff Scientist

Delivery address:
Institute/Company: Bruker Nano Inc.
Address: 112 Robin Hill Rd.
Index/Zip: 93117
Town/City: Santa Barbara
State: CA
Country: USA
VAT No.:

Delivery contact person:
Title: Mr.
First name: Jason
Last name: Osborne
Phone: 805-967-1400
Fax:

Details Transactions

Corporate account

TECHNO-NT

NL19 INGB 0006 5103 18



Name/Description/Comment

Trans.Reference:2015121500169741
ING-id: GE2015121567183
USD 428,00 Koers: 1,0989000
1315932315
BRUKER NANO INC
TUCSON AZ 85706
/RFB/2015121500009763 20151061
Valutadatum: 18-12-2015

Date

woensdag 16 december 2015

Amount

€ 389,48

Counter account

1315932315

Mutation type

Overschrijving

info@techno-nt.com

От: info@techno-nt.com
Отправлено: 8 июля 2019 г. 17:08
Кому: info@techno-nt.com
Тема: FW: Invoice
Вложения: Invoice 20151061 Bruker Nano TGG1.pdf

From: Techno-NT [<mailto:info@techno-nt.com>]
Sent: donderdag 15 oktober 2015 16:34
To: jason.osborne@bruker.com
Subject: Shipment TGG1

Dear Mr. Osborne,

The items are shipped by UPS to you the tracking number is 1Z82433Y0492637325 .
Please find attached the Invoice with the bank details to make the transfer.

With kind regards, Irina Kozodaeva

Techno-NT
Hoveniersdreef 315
7328 KJ Apeldoorn,
The Netherlands;
info@techno-nt.com
www.techno-nt.com
Tel: +31-621367880

Index to Paper No. 38

Part 1: Exhibit E (Declaration of Irina Kozodaeva) and Exhibits 1 through 4 thereto

Part 2: Exhibits 5 through 8 to Exhibit E

Part 3: Exhibits 9 to 11 to Exhibit E