

11-15-2002

FORM PTO-1595  
1-31-92

RECOF

U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 06484.0103  
Attorney Customer Number: 22,852

WUID# 102281927

102281927

BOX ASSIGNMENTS

To the Honorable Commissioner of Patents and  
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sharp Corporation  
 2. Name and address of receiving party(ies) at time of execution:  
 Name: Bright Microelectronics, Inc.

Re 7/22/02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

3. Nature of conveyance:

Street Address: 4677 Old Ironside Drive

☒ Assignment ☐ Merger

City: Santa Clara

☐ Security Agreement ☐ Change of Name

State: CA Zip Code: 95054

☐ Other:

Additional name(s) &amp; Address(es) attached?

Execution Date: August 30, 1990

☐ Yes ☒ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: No application being filed

A. Patent Application Number(s):

B. Patent Number(s):

5,290,721

Additional numbers attached?

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Yitai Hu

6. Total number of applications and registrations involved:  
17. Total fee (37 CFR 3.41): \$40X1 = \$40 E  
☒ Enclosed with Request for Recordation of Assignment originally filed July 22, 2002  
(Please charge deficiency to deposit account)☐ Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT &amp; DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington

State: D.C. Zip: 20005-3315

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth A. Niemeyer  
Reg. No. 52,070

Signature

Date

Total number of pages including cover sheet, attachments and documents: 15

\*\* TOTAL PAGE.02 \*\*

PATENT  
REEL: 013475 FRAME: 0560

07-26-2002

HEET

U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 06484.0103  
Attorney Customer Number: 22,852To the Honorable Commissioner  
Please record the attached original documents or copy thereof.

ATTN. BOX ASSIGNMENTS

10. Name of conveying party(ies):  
Sharp Corporation

11. Name and address of receiving party(ies):

Name: Bright Microelectronics, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address: Now defunct

12. Nature of conveyance:

Street Address:

☒ Assignment ☐ Merger

City:

☐ Security Agreement ☐ Change of Name

State:

Zip Code: N/A

☐ Other:

Additional name(s) &amp; Address(es) attached?

Execution Date: August 30, 1990

☐ Yes☒ No

13. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: No application being filed

A. Patent Application Number(s):

B. Patent Number(s):

5,290,721

Additional numbers attached?

☐ Yes☒ No

14. Name and address of party to whom correspondence concerning document should be mailed:

15. Total number of applications and registrations involved:  
1

Name: Yitai Hu

16. Total fee (37 CFR 3.41): \$40X1 = \$40

☒ Enclosed (Please charge deficiency to deposit account)☐ Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT &amp; DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington

State: D.C. Zip: 20005-3315

17. Deposit Account No.: 06-0916

18. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Yitai Hu  
Reg. No. 40,653

Signature

Date

Total number of pages including cover sheet, attachments and documents: 15

07/25/2002 AWARDED 00000131 5290721

01 FC:561

40.00 DP

## AGREEMENT

THIS AGREEMENT made and entered into this 30th day of August, 1990, by and between BRIGHT MICROELECTRONICS INCORPORATED (hereinafter, together with its subsidiaries, called "BMI"), a California Corporation, having an office at 4677 Old Ironside Drive, Santa Clara, California, 95054, and SHARP CORPORATION, a Japanese Corporation, having a place of business at IC Group, Sharp Corporation, 2613-1 Ichinomoto-cho, Tenri City 632 Nara, Japan (hereinafter, together with its subsidiaries, called "Sharp").

IN CONSIDERATION OF the mutual promises set forth herein, BMI and Sharp (the "parties" to this Agreement), AGREE AS FOLLOWS:

1. Intent of the Parties. It is the express intent of the parties that BMI and Sharp desire to enter into a joint technical development and wafer foundry agreement :

Redacted

Redacted

2. Redacted

A.

Redacted

B. The parties will exercise their best efforts to assist each other to design the Contract Product and to develop the Process Module as adapted for combination with the Process, particularly in the area of manufacturing equipment and process modules applicable to process development.

C.

Redacted

Redacted

D. The parties shall provide reasonable assistance to each other, upon the request of either party, to bring the Contract Product into production.

Redacted

E.

Redacted

F.

Redacted

G. The Parties agree that written or recorded information received from the other party and marked as "Confidential" or oral information that is specified as confidential at the time of disclosure and reduced to written form and so marked within twenty days following disclosure ("Confidential Information") shall be kept by the receiving party as confidential information for a period of three years thereafter and during such period used by the receiving party only as contemplated by this Agreement. The

foregoing restrictions shall not, however, apply to information that:

(a) Is in or enters the public domain through no fault of the receiving party;

(b) is rightfully received by the receiving party from a third party which was authorized to make such disclosure without restriction;

(c) has been developed independently by the receiving party by persons not having access to the information received from the disclosing party;

(d) has been approved for release by written authorization of the disclosing party; or

(e) has been disclosed after the disclosing party has received written notice from the receiving party stating that the receiving party no longer desires to receive information of the type disclosed.

H. The parties give the following warranties, as well as the warranty set forth in Section 5F, and disclaim any other warranties expressed or implied:

(a) BMI warrants that the items delivered shall conform to the Specifications set forth in Exhibit B hereto.

(b) Each party warrants that it has the right to disclose and use without liability to others, all subject matter provided hereunder by it, including proprietary technology, intellectual property rights in the Contract Product, the Cell, the Process Module and the Process and ideas, inventions, creations, works, designs and methods disclosed or used by it in its performance hereunder.

(c) Each party warrants that its design contributions to the Contract Product, the Cell, the Process Module and the Process is or will be original with such party and that such design contributions are not known by it to infringe any intellectual property right of any third party.

I.

**Redacted**

### 3. Right and License

A. The parties shall each own an undivided one-half interest in intellectual property rights and know-how acquired by either or both parties in the performance of the development work hereunder on the Contract Product, the Cell and the Process Module, including Inventions and patents thereon as provided in Section 4. Each of Sharp and HMI may utilize to the fullest extent such rights to develop its own derivative products for its own use and sales worldwide. Each party (the "first party") hereby grants to the other party a worldwide, irrevocable, nonexclusive, royalty-free and fully paid up license under any other know-how, patent or other intellectual property rights of the first party, presently existing or acquired during the term of this Agreement, to make, have made, use, have used, lease, sell and/or transfer the Contract Product, the Cell and derivatives thereof and to practice and have practiced the Process Module as well as the design methodology used to design the Contract Product.

B. By way of an example of the operation of paragraph A, each party shall have the right, without obligation to account to the other party, to use [REDACTED] developed under this Agreement, including but not limited to design methodology, process know-how and inventions) to design, manufacture, have manufactured, use, sell and otherwise dispose of any product, including but not limited to macro core cells, for any purpose anywhere in the world, to license third parties to do the foregoing, and to bring infringement actions against third parties



who do the foregoing without license. This statement is subject to paragraph C.

C.

Redacted

D.

Redacted

#### 4. Inventions and Invention Rights

A. "Invention" shall mean any idea, design, concept, techniques, invention, discovery or improvement, whether or not patentable, and any documents pertaining thereto, made solely or jointly by or on behalf of BMI and Sharp, or persons acting on their behalf, during the term of this Agreement and in the performance of work hereunder or at any time based upon and/or resulting from Confidential Information of the other. Each Party

shall promptly make a complete written disclosure to the other of each such Invention, specifically pointing out the features or concepts which it believes to be important, unique, new and/or different.

B. All patent rights on any Invention relating to the Contract Product shall be joint; that is, each party shall own an undivided one-half interest in such patent rights with the attributes more fully described in Section 4, it being understood, however, that all intellectual property rights relating to [REDACTED] shall be exclusively owned by Sharp. The parties agree to discuss whether a patent application for any Invention should be made and shall agree upon one party to be responsible for preparing such application. [REDACTED]

[REDACTED] If one party should decide against filing, prosecuting or maintaining a jointly owned patent application in any country or maintaining jointly owned patent rights, the party will notify the other party in a timely manner. The other party shall have the right, at its expense, to file, prosecute or maintain such application or patent rights in any such country. In any case, the declining party agrees to execute all such documents as may be necessary or reasonably requested to enable the other party to take such action. The other party shall own the exclusive interest in such intellectual property.

C. Each party agrees to give the other all reasonable assistance and cooperation in connection with the preparation and prosecution of any patent application filed by the other pursuant to the terms of this Agreement and to cooperate in the execution of all assignments and other instruments and documents as useful or appropriate to carry out the intent of this Section 4.

D. The parties agree to cooperate in the defense and/or settlement of any claim or demand that the Contract Products in whole or in part breach any warranty, product liability or contract obligation, or infringe any patent, trade secret, mask work right, copyright or other intellectual property right owned or controlled by any third party; provided however, that neither party will have any obligation or responsibility to the other under this paragraph D for any settlement, damages, award, judgment or fee as to products sold to third parties by the other.

5. Supply of Wafers to BMI

A.

Redacted

B.

Redacted

C.

Redacted

D.

Redacted

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E. Limited Warranty.

Redacted

6. Miscellaneous Provisions

A. Public Announcements. Neither Party hereto shall make any public announcement or issue any press release or otherwise disclose the existence of this Agreement and the transactions contemplated hereby without the prior written approval of the other Party.

B. Arbitration. All disputes and differences between Sharp and BMI arising out of or under this Agreement shall be settled amicably through negotiations. In case such dispute or difference cannot be settled amicably through negotiations, it shall be finally settled by arbitration in San Jose, California if initiated by Sharp, or in Tenri City if initiated by BMI, pursuant to the Japan-American Arbitration Agreement of September 16, 1952, by which each party is bound. The award rendered by arbitrator(s) shall be final and binding upon the parties hereto.

C. Governing Law. This Agreement and the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of California applicable to agreements between residents of California wholly executed and wholly performed therein. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods.

7. Term and Termination

A. This Agreement will commence on the Effective Date and will continue indefinitely until terminated by agreement of the parties, or as provided in this Section 7. Notwithstanding, the obligations of the parties under Section 2 shall terminate thirty-six (36) months after the Effective Date.

B. Each party may, and in addition to any other remedies that it may have, terminate this Agreement:

(i) if the other party commits a material breach of any of the provisions of this Agreement and fails to cure the same within ninety (90) days after receipt of written notice from the other party.

(ii) if the other party presents or has presented against it a petition for winding up or otherwise enters into liquidation whether compulsorily or voluntarily, unless such proceedings are terminated without prejudice to the first party within sixty (60) days after the initiation thereof.

C. If Sharp terminates the Agreement under paragraph B, (1) the provisions of Section 2G shall remain in effect for three (3) years, and (2) the provisions of Sections 3 and 4 shall remain in effect after termination of this Agreement.

D. No termination under this Section 7 shall relieve Sharp from its then existing obligations [REDACTED] under Exhibit A as to milestones met prior to the date of termination; however, all other payment obligations of Sharp shall expire.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

SHARP CORPORATION

BRIGHT MICROELECTRONICS INC.

(BMI)

By: Hiroshi Inoue

By: Jack Y. Ma

Name: Hiroshi Inoue

Name: YALE MA

Title: Corporate Director

Title: PRESIDENT

Date: 8/30/90

Date: 7/31/90

EXHIBIT A

Milestones/Payment Schedule

Redacted