

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABC-GV, LLC	03/19/2013
RECEIVING PARTY DATA	
Name:	SOITEC SOLAR GMBH
Street Address:	Botzinger Str. 31
City:	Freiburg
State/Country:	GERMANY
Postal Code:	79111
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13227656
Application Number:	13227664
Application Number:	13227669
Application Number:	13227645
CORRESPONDENCE DATA	
Fax Number:	8015319168
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8015321922
Email:	djpfeil@traskbritt.com
Correspondent Name:	TraskBritt
Address Line 1:	P.O. Box 2550
Address Line 4:	Salt Lake City, UTAH 84110
ATTORNEY DOCKET NUMBER:	3356.05-001
NAME OF SUBMITTER:	J. Jeffrey Gunn
Total Attachments: 4 source=Assignment-ABC-Soitec#page1.tif source=Assignment-ABC-Soitec#page2.tif source=Assignment-ABC-Soitec#page3.tif source=Assignment-ABC-Soitec#page4.tif	

CH \$160.00 13227656

PATENT ASSIGNMENT

This Patent Assignment is entered into by and between ABC-GV LLC, a California limited liability company ("*Assignor*"), and SOITEC SOLAR GMBH, a German corporation ("*Assignee*") as of March 19, 2013.

RECITALS

A. Assignee desires to acquire ownership of the Patents (defined below) from Assignor pursuant to that certain Asset Purchase Agreement between Assignee and Assignor dated of even date herewith (the "*Purchase Agreement*").

B. Assignor desires to transfer all right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration paid by Assignee to Assignor, receipt and sufficiency of which Assignor hereby acknowledges, Assignee and Assignor agree as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby irrevocably assigns, transfers, grants, sells and otherwise conveys to Assignee all of Assignor's right, title and interest in and to (i) the United States patent applications set forth on **EXHIBIT A** to this Patent Assignment, all inventions described or claimed therein and improvements thereto, all foreign counterparts thereof and the right to claim priority, all United States and foreign patents issuing or claiming priority from any of the foregoing, and all supplemental protection certificates, reissues, renewals, continuations, continuations-in-part, and divisionals, revisions, substitutions, extensions, reexaminations or any foreign counterparts thereof, throughout the world ("*Patents*"); (ii) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement or other unauthorized exploitation of any Patents prior to, on or after the date of this Patent Assignment, and all damages, royalties and other payments now or hereafter due and/or payable by reason of any past, present or future infringements of the Patents or unauthorized exploitation of the same, with the right to prosecute and sue for (in Assignee's own name) and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Assignor authorizes the United States Patent and Trademark Office, and the empowered officials of all other governments in any foreign jurisdiction to issue or transfer all said Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Assignor agrees, without further consideration, to execute and deliver all agreements, documents or other materials reasonably requested by Assignee and assist Assignee in any reasonable manner to obtain, perfect and enforce, for Assignee's benefit, Assignee's right, title and interest in and to the Patents in any and all countries throughout the world; provided that the requesting party shall pay the reasonable out-of-pocket expenses of the other party incurred in connection with complying with this Section 3. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of


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Assignee, its successors and assigns to demand and receive each and all of the Patents and all rights associated therewith and related thereto.

4. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Patent Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. The rights and obligations of the parties to the Purchase Agreement set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

5. This Patent Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Patent Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.

[Signature Page Follows]

A handwritten signature, possibly reading 'GP', is located in the lower right quadrant of the page.

"Assignor"

ABC-GV LLC

EXECUTED By: 

Date: Mar 19 2013

Print Name: J. Weston Rose

Title: Manager

"Assignee"

SOITEC SOLAR GMBH

EXECUTED By: 

Date: March 14, 2013

Print Name: GRETCHEN BECKER

Title: Managing Dir.

Exhibit A to Patent Assignment

Patent Applications

- US 2012-0152308
- US 2012-0152311
- US 2012-0152310
- WO 2012 083118
- US 2012-0152312

A handwritten signature or set of initials, possibly 'EP', located in the bottom right area of the page.