

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2572586

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JEFFREY C. BRITT</td> <td>03/01/2012</td> </tr> <tr> <td>BRANDON STANTON</td> <td>10/13/2008</td> </tr> <tr> <td>YANKUN FU</td> <td>03/01/2012</td> </tr> </tbody> </table>		Name	Execution Date	JEFFREY C. BRITT	03/01/2012	BRANDON STANTON	10/13/2008	YANKUN FU	03/01/2012		
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JEFFREY C. BRITT	03/01/2012										
BRANDON STANTON	10/13/2008										
YANKUN FU	03/01/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>CREE, INC.</td> </tr> <tr> <td>Street Address:</td> <td>4600 SILICON DRIVE</td> </tr> <tr> <td>City:</td> <td>DURHAM</td> </tr> <tr> <td>State/Country:</td> <td>NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>27703</td> </tr> </table>		Name:	CREE, INC.	Street Address:	4600 SILICON DRIVE	City:	DURHAM	State/Country:	NORTH CAROLINA	Postal Code:	27703
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13187232</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13187232						
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Application Number:	13187232										
CORRESPONDENCE DATA											
Fax Number:	(919)419-0383										
Email:	mgern@jwth.com										
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
Correspondent Name:	JEFFREY L. WILSON										
Address Line 1:	3100 TOWER BOULEVARD										
Address Line 2:	SUITE 1200										
Address Line 4:	DURHAM, NORTH CAROLINA 27707										
ATTORNEY DOCKET NUMBER:	1485/69										
NAME OF SUBMITTER:	JEFFREY L. WILSON										
Signature:	/jeffrey l wilson/										
Date:	10/10/2013										

PATENT

Total Attachments: 8

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PATENT

Atty Docket No.: 1485/69 CIP

ASSIGNMENT

WHEREAS, we, Jeffrey C. Britt, of Cary, North Carolina, Brandon Stanton, of Raleigh, North Carolina, and Yankun Fu, of Raleigh, North Carolina; (hereinafter "Assignors"), have invented certain new and useful improvements in LIGHT EMITTING DIE (LED) PACKAGES AND RELATED METHODS for which application for a U.S. Patent was made on July 20, 2011 as Serial No.13/187,232 and is a continuation-in-part application from these related matters: co-pending U.S. utility patent application Serial No. 11/982,275, filed October 31, 2007; and co-pending U.S. utility patent application Serial No. 12/757,891, filed April 9, 2010.

AND, WHEREAS, CREE, Inc., a corporation duly organized and existing under the laws of the State of North Carolina, having its principal office and place of business at 4600 Silicon Drive, Durham, North Carolina 27703 (hereinafter "Assignee"), is desirous of acquiring an interest therein.

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have sold and by these presents do hereby sell, assign, transfer and convey unto the Assignee, its successors and assigns, their entire right, title and interest in and to the invention and application, and in and to any and all foreign patent applications filed on the invention, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with their right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

**PATENT**

**REEL: 031378 FRAME: 0003**

Atty. Docket No.: 1485/69 CIP

Assignors hereby request that said Letters Patent be issued in accordance with this assignment.

Assignors further covenant and agree that, at the time of the execution and delivery of these presents, Assignors possess full title to the invention and application above-mentioned, and that they have the unencumbered right and authority to make this assignment.

Assignors further covenant and agree, and likewise bind their heirs, legal representatives and assigns, to promptly communicate to said Assignee or its representatives any facts known to them relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors and assigns to secure patent or similar protection for the said invention in all countries and to vest in the Assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns and other legal representatives.

Executed this 1st day of March, 2012.

  
Jeffrey C. Britt

Subscribed and sworn to before me this the 1st day of March, 2012.

  
Notary Public

My commission expires:

October 31, 2012

\*\*\*\*\*

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Atty. Docket No.: 1485/69 CIP

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Brandon Stanton

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

\*\*\*\*\*

Executed this 1st day of March, 2012.

Yankun Fu  
Yankun Fu

Subscribed and sworn to before me this the 1st day of March,  
2012.

Melissa C. Saunders  
Notary Public

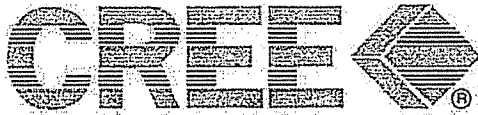
My commission expires:

October 31, 2012

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**EMPLOYEE AGREEMENT REGARDING  
CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY  
AND NONCOMPETITION**

In consideration of my employment by Cree, Inc., a North Carolina corporation, or by any of its divisions, subsidiaries or affiliates (collectively, the "Company"), and of my compensation and benefits as an employee of the Company, I agree as follows:

1. I understand that during my employment I may have access to nonpublic or otherwise confidential information relating to the Company, such as nonpublic information relating to the Company's business plans, products, manufacturing operations, research and development activities, finances, customers, vendors and personnel. Such information, whether of a technical or non-technical nature, is referred to below as "Confidential Information." As used in this Agreement, that term also includes information third parties disclose to the Company under an obligation to hold such information in confidence.

I will comply with all Company policies and procedures concerning Confidential Information. I will not disclose Confidential Information to any third party except when authorized in performing my duties for the Company, and I will not use Confidential Information for any purpose other than performing my duties for the Company. I will be bound by this Agreement with respect to Confidential Information learned during my employment, both for so long as I am employed and thereafter without limit, except that my obligation will end as to an item of information at such time as it becomes generally known to the public or in the trade or industry through no fault of mine.

2. On termination of my employment with the Company for any reason, I will promptly deliver to the Company all Company documents, records, files, notebooks, manuals, letters, notes, reports, customer and supplier lists, cost and profit data, apparatus, drawings, blueprints, and any other material of the Company, including all materials pertaining to Confidential Information developed by me or others, and all copies of such materials, whether of a technical, business or fiscal nature, that are in my possession or under my control.
3. I agree that the Company owns any idea, invention, discovery or improvement (collectively "invention" or "inventions"), whether patentable or not, conceived or made by me alone or with others at any time during my employment, and I hereby assign and agree to assign to the Company all rights I have or may acquire in such inventions and agree to execute any and all applications, assignments or other instruments relating to such inventions that the Company deems necessary. Notwithstanding the foregoing, I understand that the Company will not own and that I am not obligated to assign to the Company any invention that is developed entirely on my own time without using any of the Company's equipment, supplies, facilities and/or trade secret information *unless* such invention (a) relates in any way to the Company's Business (as defined in Subsection 11(f) below) at or prior to the time of conception of the invention or to the Company's demonstrably anticipated research or development at the time of conception of the invention, or (b) results in any way from my work at the Company. I will promptly disclose to the Company any and all inventions, whether patentable or not, conceived or made by me alone or with others at any time during my employment, including those that I believe are not required to be assigned to the Company, for the purpose of determining the parties' respective rights to

such inventions. These obligations will continue beyond the termination of my employment with respect to inventions conceived or made by me during my employment with the Company.

4. I understand that I will not be obligated to assign to the Company any invention that is wholly conceived or made by me after the termination of my employment, except that I will be so obligated if the invention was conceived or made using any of the Company's Confidential Information. I also understand and agree that any invention relating to the Company's Business at any time during my employment, its demonstrably anticipated research or development at the time of termination of employment, or to the duties of my employment while employed with the Company that I reduce to practice or disclose to third parties within one year after leaving the employ of the Company will be presumed to have been conceived or made during my employment with the Company and, if such is not the case, that I will have the burden of proving the contrary.
5. All inventions that were made or acquired by me for my personal account prior to my employment by the Company and that relate to the Company's Business at the time of commencement of my employment or that relate to the anticipated duties of my employment with the Company will be deemed "Prior Inventions." I have described on *Appendix A* to this Agreement all Prior Inventions, and I will not assert against the Company any rights in any other Prior Inventions not listed on *Appendix A*.
6. I further acknowledge and agree that the Company is the owner of the copyright in any work that I produce within the scope of my employment by the Company. I agree to execute any and all assignments and other instruments relating to such copyrights that the Company deems necessary.
7. At the Company's request and expense, I agree to assist in protecting the Company's rights in any idea, discovery, invention, improvement or copyright owned by or to be assigned to the Company pursuant to this Agreement.
8. If the Company does not wish to retain ownership of any such idea, discovery, invention or improvement, or copyright, owned by and/or to be assigned to the Company pursuant to this Agreement, and I wish to use or develop the same for my own benefit, I will obtain the Company's written permission before I do so.
9. I represent and warrant that my employment with the Company does not and will not breach any agreement or duty I have to anyone else, including any agreement or duty to keep in confidence confidential information belonging to others or any non-competition or similar agreement. I agree not to disclose to the Company or use on its behalf any confidential information belonging to others.
10. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, all other provisions shall nonetheless remain in full force and effect.
11. I agree with the Company as follows:
  - (a) While employed by the Company, I will not, without the express written consent of an authorized representative of the Company, (i) perform services within the Territory (as defined below) for any Competing Business (as defined below), whether as an employee, officer, director, consultant, agent, contractor or in any other capacity, (ii) own or

beneficially own an equity interest in a Competing Business, (iii) request any customers or suppliers of the Company to curtail or cancel their business with the Company, or (iv) induce or attempt to influence any employee of the Company to terminate his or her employment with the Company.

- (b) For a period of one (1) year following the termination of my employment with the Company, I will not, without the express written consent of an authorized representative of the Company, (i) perform services within the Territory for any Competing Business, whether as an employee, officer, director, consultant, agent, contractor or in any other capacity, that are the same or similar to any services that I provided to the Company or that otherwise utilize skills, knowledge and/or business contacts that I utilized while providing services to the Company, (ii) own or beneficially own an equity interest in a Competing Business, (iii) request any customers or suppliers of the Company, who were customers or suppliers of the Company during my employment with the Company, to curtail or cancel their business with the Company, or (iv) induce or attempt to influence any employee of the Company to terminate his or her employment with the Company. These obligations will continue for the specified period regardless of whether the termination of my employment was voluntary or involuntary or with or without cause.
- (c) As an exception to the above restrictions, I may own passive investments in Competing Businesses (including, but not limited to, indirect investments through mutual funds), provided the securities of the Competing Business are publicly traded and I do not own or control more than two percent (2%) of the outstanding voting rights or equity of the Competing Business.
- (d) As a further exception to the above restrictions, following termination of my employment by the Company I may be employed by or otherwise provide services to a government agency, university or other nonprofit organization, provided that I do not participate in or have any responsibilities relating to any program directly or indirectly funded or sponsored by or affiliated with any Competing Business.
- (e) "Competing Business" means any corporation, partnership, university, government agency or other entity or person (other than the Company) that is conducting research directed to, developing, manufacturing, marketing, distributing, or selling any product, service, or technology that is competitive with any part of the Company's Business (as defined below). For purposes of subsection 11(a) above, my obligations will be determined by the Company's Business at any time during my employment, and for purposes of subsections 11(b) and (d) above, my obligations will be determined by the Company's Business at the time of termination of my employment. As used in subsection 11(d) only, the term Competing Business shall not include any governmental agency, university or other nonprofit organization unless such entity is funded or sponsored by or affiliated with another Competing Business.
- (f) "Company's Business" means the development, manufacture, marketing, distribution, or sale of, or the conduct of research directed to, any product, service, or technology that the Company is developing, manufacturing, marketing, distributing, selling, or conducting research directed to, at the time or during the period that is specified. As of the date of this Agreement, the Company's Business includes but is not limited to the conduct of research directed to, development, manufacture, marketing, distribution, and/or sale of the following products, services, and technologies:



- (1) Silicon carbide (SiC) materials for electronic applications;
- (2) SiC materials for gemstone applications;
- (3) A<sup>III</sup> nitride materials for electronic applications;
- (4) Light emitting diode (LED) devices and components;
- (5) Power semiconductor devices made using SiC and/or A<sup>III</sup> nitride materials and components incorporating such devices;
- (6) Radio frequency (RF) and microwave devices made using SiC and/or A<sup>III</sup> nitride materials and components and modules incorporating such devices;
- (7) LED backlights for liquid crystal displays (LCDs);
- (8) Lighting products, modules, fixtures or devices incorporating any of the above materials or technology; and
- (9) Other semiconductor devices made using SiC and/or A<sup>III</sup> nitride materials and components incorporating such devices.

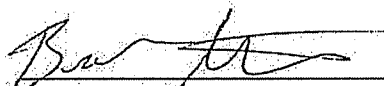
I understand that during my employment with the Company, the Company's Business may expand or change and, I agree, that any such expansions and changes shall expand or contract the definition of the Company's Business and my obligations under this Agreement accordingly.

- (g) "Territory" shall mean (i) throughout the world, but if such area is determined by judicial action to be too broad, then it shall mean (ii) within the continental United States, but if such area is determined by judicial action to be too broad, then it shall mean (iii) within any state (including the District of Columbia, if applicable) in which the Company is engaged in business, but if such area is determined by judicial action to be too broad, then it shall mean (iv) the State of North Carolina, but if such area is determined by judicial action to be too broad, then it shall mean (v) a 100-mile radius from the city limits of Durham, North Carolina, but if such area is determined by judicial action to be too broad, then it shall mean (vi) a 50-mile radius from the city limits of Durham, North Carolina, but if such area is determined by judicial action to be too broad, then it shall mean (vii) Durham County, North Carolina.
  - (h) I agree that in the event a court determines that the length of time or the geographic area or activities prohibited under this Section 11 are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.
12. My obligations under this Agreement will continue following any termination of my employment, whether voluntary or involuntary. Nothing in this Agreement shall be construed to imply any obligation on the part of the Company to employ me for a specific or indefinite term, and no such commitment will be binding on the Company unless set forth in a separate written agreement signed by an executive officer of the Company.
  13. "Company," as used in this Agreement, includes any and all divisions, subsidiaries and affiliates of Cree, Inc.
  14. This Agreement is for the benefit of the Company, its successors and assigns and shall be binding upon my successors, executors, administrators and other legal representatives. The laws of the State of North Carolina shall govern this Agreement as if executed and wholly performed within such State. This Agreement constitutes the complete and exclusive statement of my

agreement with the Company relating to the subject matter addressed in this Agreement and supersedes any prior agreement concerning such subject matter.

I have signed this Employee Agreement Regarding Confidential Information, Intellectual Property and Noncompetition under seal on the date shown below.

EMPLOYEE:

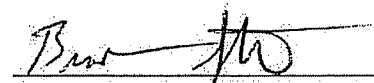
 (SEAL)  
Employee's Signature  
Print Name: BRANDON STANTON  
Date: 10/13/08

#### APPENDIX A

I represent that I have identified below all inventions, discoveries, ideas and improvements relating to the Company's Business at the time of commencement of my employment by the Company or relating to the anticipated duties of my employment with the Company in which I claim ownership and that were made or acquired by me for my own account prior to my employment by the Company. *[Attach additional page, if necessary.]*

*Brief Description of Inventions  
(Include title and numbers of  
any applicable patents)*

*Date Made or Acquired*

 (SEAL)  
Employee's Signature  
Print Name: BRANDON STANTON  
Date: 10/13/08