

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3241966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GT ADVANCED CZ LLC	09/30/2011
RECEIVING PARTY DATA	
Name:	GTAT IP HOLDING LLC
Street Address:	243 DANIEL WEBSTER HIGHWAY
City:	MERRIMACK
State/Country:	NEW HAMPSHIRE
Postal Code:	03054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13651981
CORRESPONDENCE DATA	
Fax Number:	(908)333-6230
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6179187600
Email:	christopher.scherbel@piblaw.com
Correspondent Name:	PARKER IBRAHIM & BERG LLC
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	0150021.CIP
NAME OF SUBMITTER:	STEPHEN D. LEBARRON
SIGNATURE:	/Stephen D. LeBarron/
DATE SIGNED:	02/26/2015
Total Attachments: 4	
source=Technology_IP_Assignment_GTCZ_to_GTATIPHOLDING#page1.tif	
source=Technology_IP_Assignment_GTCZ_to_GTATIPHOLDING#page2.tif	
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TECHNOLOGY AND INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT

This Technology and Intellectual Property Assignment Agreement (“Agreement”), effective September 30th, 2011 (“Effective Date”), is made and entered into by and between **GT Advanced Cz LLC** (formerly, GT Advanced Cz Corp.), a Delaware limited liability company having a place of business at 243 Daniel Webster Highway, Merrimack, NH 03054 USA (“Assignor”) and **GTAT IP Holding LLC**, a Delaware limited liability company having a place of business at 243 Daniel Webster Highway, Merrimack, NH 03054 USA (“Assignee”).

Assignor is owner of certain technology, intellectual property and other intangible assets relating to the manufacture, use, sale and distribution of single crystal silicon ingots and substrates for solar application (such as solar wafers and cells) utilizing Czochralski pullers and semi-continuous processes, including related equipment and ancillary equipment, components, parts, accessories, operating and control systems and processes associated therewith (the “Business”), such ownership resulting from the acquisition by Assignor of Confluence Solar, Inc. as set forth in the “Agreement and Plan of Merger, dated and effective as of August 24, 2011,” between the parties set forth therein (“Merger Agreement”).

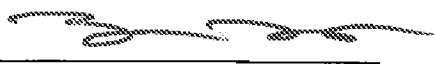
Assignor desires to assign, convey and transfer its entire right, title and interest in and to the Technology (as such term is defined in the Merger Agreement and restated in Appendix A), Intellectual Property Rights (as such term is defined and scheduled in the Merger Agreement and restated in Appendix A) and any and all other intangible assets relating to the Business, wherever existing and regardless of form or substance, including, but not limited to, all patents, applications for patents, utility models, designs, trade secrets, know-how, trademarks, trade names, copyrights and works of authorship, and any and all similar forms of protection relating to all of the foregoing (collectively, the “Property”) to Assignee and Assignee is desirous of acquiring all right, title and interest in and to the Property.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, Assignor hereby assigns, conveys and transfers to Assignee, its lawful successors and assigns: (i) Assignor’s entire right, title and interest in and to the Property throughout the world including any inventions disclosed therein or covered thereby, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, for as long as the life and term the Property has been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, conveyance and transfer had not been made; (ii) all right, title, and interest in and to any claims or causes of action that Assignor has made or could have made during its ownership of the Property for damages, costs, and fees as well as other remedies by reason of infringement or misappropriation of the Property occurring on or prior to the Effective Date of this Agreement; and (iii) the right to enforce the Property including, but not limited to, the right to sue for past, present and future infringement or misappropriation and to seek and obtain relief and judgment therefore and/or settle any such claims or causes of action and to collect monies owed in connection with such judgment or settlements, all for Assignee’s own use and benefit, and for the use of benefit of Assignee’s lawful successors and assigns.


Assignor agrees to undertake and perform, at the expense of the Assignee, all acts and execute all documents necessary or desirable to properly vest full right, title and interest in and to all Property throughout the world in the name of Assignee.

IN WITNESS WHEREOF, GT ADVANCED CZ LLC has caused its name to be signed by its duly authorized representative this 30th day of September, 2011.

GT ADVANCED CZ LLC

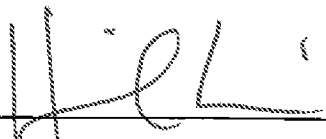
By: 
Name: Thomas Gutierrez
Title: President and Chief Executive Officer

Witnessed:

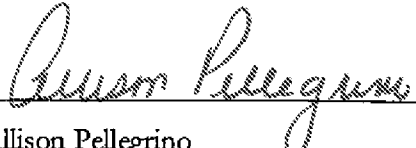
By: 
Name: Allison Pellegrino
Title: Senior Paralegal

IN WITNESS WHEREOF, GTAT IP HOLDING LLC has caused its name to be signed by its duly authorized representative this 30th day of September, 2011.

GTAT IP HOLDING LLC

By: 
Name: Hoil Kim
Title: Vice President

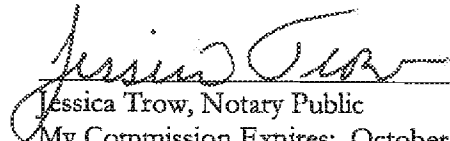
Witnessed:

By: 
Name: Allison Pellegrino
Title: Senior Paralegal

NOTARIAL ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF NEW HAMPSHIRE :
COUNTY OF HILLSBOROUGH :

On this 30th day of September, 2011, before me, a Notary Public in and for the above mentioned county and state, personally appeared **Thomas Gutierrez**, to me known and known to me to be the person who signed the foregoing Assignment Agreement on behalf of **GT ADVANCED CZ LLC** and who being duly sworn by me, did depose and say that he is the President and Chief Executive Officer of **GT ADVANCED CZ LLC**, the company described in and on whose behalf he has executed the foregoing instrument; and that he is so authorized to execute this instrument on behalf of said company.

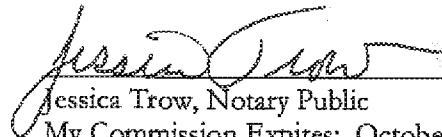


Jessica Trow, Notary Public
My Commission Expires: October 21, 2014

[NOTARIAL SEAL]

UNITED STATES OF AMERICA :
STATE OF NEW HAMPSHIRE :
COUNTY OF HILLSBOROUGH :

On this 30th day of September, 2011, before me, a Notary Public in and for the above mentioned county and state, personally appeared **Hoil Kim**, to me known and known to me to be the person who signed the foregoing Assignment Agreement on behalf of **GTAT IP HOLDING LLC** and who being duly sworn by me, did depose and say that he is the Vice President of **GTAT IP HOLDING LLC**, the company described in and on whose behalf he has executed the foregoing instrument; and that he is so authorized to execute this instrument on behalf of said company.



Jessica Trow, Notary Public
My Commission Expires: October 21, 2014

[NOTARIAL SEAL]

APPENDIX A

"Intellectual Property Rights" means all rights, title, and interests in and to all proprietary rights of every kind and nature however denominated, throughout the world, including:

- (a) patents, copyrights, mask work rights, confidential information, trade secrets, database rights, and all other proprietary rights in Technology;
- (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and the goodwill and activities associated therewith;
- (c) domain names, rights of privacy and publicity, and moral rights;
- (d) any and all registrations, applications, recordings, licenses, common-law rights, statutory rights, and contractual rights relating to any of the foregoing; and
- (e) all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

"Technology" means all inventions, works, discoveries, innovations, know-how, show-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), databases, computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, mechanical equipment materials of construction, analytical methods and procedures, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

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