# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
INNOVATION CORE SEI, INC.	03/27/2015

## **RECEIVING PARTY DATA**

Name:	SUMITOMO ELECTRIC INDUSTRIES, LTD.	
Street Address:	5-33, KITAHAMA 4-CHOME, CHUO-KU	
City:	OSAKA	
State/Country:	JAPAN	
Postal Code:	541-0041	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8076625
Patent Number:	7895017

## **CORRESPONDENCE DATA**

**Fax Number:** (415)393-9887

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NAME OF SUBMITTER:	ZAK MEGEED (REG. NO. 64,403)	
SIGNATURE:	/ZAK MEGEED/	
DATE SIGNED:	03/27/2015	

## **Total Attachments: 4**

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# EXHIBIT B Patent Assignment Agreement

#### PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment"), dated March 27, 2015 ("Effective Date"), is between Innovation Core SEI, Inc., a Delaware corporation with its principal office located at 2355 Zanker Road, San Jose, California 95131-1138, United States ("Assignor"), and Sumitomo Electric Industries, Ltd., a Japanese company, having a place of business at 5-33, Kitahama 4-chome, Chuo-ku, Osaka 541-0041, Japan ("Assignee"), each individually a "Party" and collectively the "Parties," who agree as follows:

#### RECITALS

WHEREAS, Assignor and Assignee have entered into an Purchase Agreement, dated as of March 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "PA"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Patents (defined below);

WHEREAS, prior to entering into the PA, Assignor owned directly or indirectly through affiliates certain patents as set forth on <u>Appendix A</u> hereto (together referred to as the "<u>Acquired Patents</u>");

WHEREAS, in connection with the PA and pursuant to this Patent Assignment, Assignor agrees to assign the patents set forth on Appendix A to Assignee such that Assignee owns such Acquired Patents; and

WHEREAS, Assignor and Assignee are desirous of making this Patent Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the PA, the Parties hereto agree as follows:

## ARTICLE I CERTAIN DEFINITIONS

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the PA.

# ARTICLE II ASSUMPTION BY ASSIGNEE

2.01 Assignment from Assignor. In accordance with and subject to the terms and conditions of the PA, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor's direct or indirect right, title and interest in and to the Acquired Patents, including, without limitation, all right, title and interest in all patents and applications claiming priority thereto; all divisions, continuations, continuations-in-part, and renewals thereof; all forms of industrial property protection granted thereon, including patents, utility models, inventors' certificates and designs, and all reissues and extensions thereof; and the right to file any applications and claim for the same the priority rights derived from the Acquired Patents; together with the goodwill of the business in connection with which the Acquired Patents are used, for Assignee's full own property, use and enjoyment. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Patent Assignment with the national patent offices and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of the Acquired Patents.

2.02 Acceptance by Assignee. In accordance with and subject to the terms and conditions of the PA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in

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accordance with the terms of Assignor's right, title and interests in, under and to the Acquired Patents assigned to such Assignee pursuant to <u>Section 2.01</u> above.

#### ARTICLE III

#### **MISCELLANEOUS**

- 3.01 Binding Effect. This Patent Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assignees in accordance with the PA.
- 3.02 Consideration. The Parties agree and acknowledge that good and valuable consideration for the obligations assumed under the present Patent Assignment and the Acquired Patents has already been considered, and is part of, the consideration paid by Assignee pursuant to the PA.
- 3.03 Subject to PA. The scope, nature and extent of this Patent Assignment are expressly set forth in the PA. Nothing contained in this Patent Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the PA or any other transaction document. This Patent Assignment is not intended to create any broader obligations than those contemplated in the PA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the PA, the terms of the PA shall be governing and controlling.
- 3.04 Governing Law. This Patent Assignment is governed by the Laws of the State of California without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 3.05 Counterparts. This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures page follows this page]

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In Witness whereof, the Parties have caused this Patent Assignment to be duly executed effective as of the date first above written.

## **ASSIGNOR**

Innovation Core SEI, Inc.

By: Makoto Katayama

Title: President
Date: March 27 2015

### ASSIGNEE

Sumitomo Electric Industries, Ltd.

# Appendix A - Acquired Patents

- U.S. Patent No. 8,076,625 ("Field level tracker controller") and counterparts, including:
  - o Chinese Patent App. No. CN102326034 (A)
  - o International Patent App. No. PCT/US2010/023591
- U.S. Patent No. 7,895,017 ("System to increase SNR of CPV-generated power signal") and counterparts, including:
  - o International Patent App. No. PCT/US2009/050485

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