

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3695136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VOSSLOH-SCHWABE DEUTSCHLAND GMBH		03/06/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PANASONIC CORPORATION	
<b>Street Address:</b>	1048 OAZA KADOMA, KADOMA-SHI	
<b>City:</b>	OSAKA-FU	
<b>State/Country:</b>	JAPAN	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	13880156	
<b>Application Number:</b>	13880228	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)577-7007	
<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>		
<b>Phone:</b>	312-577-7000	
<b>Email:</b>	aanders@fitcheven.com	
<b>Correspondent Name:</b>	FITCH, EVEN, TABIN & FLANNERY LLP	
<b>Address Line 1:</b>	120 SOUTH LASALLE STREET	
<b>Address Line 2:</b>	SUITE 1600	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603	
<b>ATTORNEY DOCKET NUMBER:</b>	7863-130866 & 130867	
<b>NAME OF SUBMITTER:</b>	NICHOLAS T. PETERS	
<b>SIGNATURE:</b>	/Nicholas T. Peters/	
<b>DATE SIGNED:</b>	01/14/2016	
<b>Total Attachments: 4</b>		
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## AGREEMENT

THIS AGREEMENT made and entered into March 06, 2015 ("Effective Date") by and between **OSRAM OLED GmbH**, a corporation organized and existing under the laws of Germany and having its principal office at Wernerwerkstr. 2, 93049 Regensburg, Germany ("**OSRAM**"), **Koninklijke Philips N.V (formerly Koninklijke Philips Electronics N.V.)**, a corporation existing under the laws of the Netherlands and having its principal office at High Tech Campus 5, 5656 AE Eindhoven, The Netherlands, and **Philips Deutschland GmbH** (legal successor as result of merger of **Philips Intellectual Property & Standards GmbH**), a corporation organized and existing under the laws of Germany and having its principal office at 20099 Hamburg, Germany ("**PHILIPS**"), **Panasonic Corporation**, a corporation organized and existing under the laws of Japan and having its principal office at 1048 Oaza Kadoma, Kadoma-shi, Osaka-fu, Japan ("**PANASONIC**"), and **Vossloh-Schwabe Deutschland GmbH**, having its principal office at Hohe Steinert 8, 58509 Lüdenscheid, Germany ("**VOSSLOH**") (each, a "Party" and together the "Parties"),

## RECITALS

WHEREAS, OSRAM, PHILIPS and VOSSLOH jointly own German patent applications DE 102010038251 A1 and DE 102010038252 A1 ("DE Applications") and corresponding PCT applications WO 2012052440 A2 and WO 2012052441 A2 ("PCT Applications");

WHEREAS, OSRAM, PHILIPS and VOSSLOH have entered the national phase in EP, US, CN, KR and JP ("National Applications");

WHEREAS, VOSSLOH desires to transfer its share of the DE Applications and of the National Applications to PANASONIC, and PANASONIC desires to take over it;

WHEREAS, OSRAM, PHILIPS and PANASONIC desire to confirm and stipulate handling the DE Applications and the National Applications;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, OSRAM, PHILIPS, VOSSLOH and PANASONIC agree as follows:

**1. TRANSFER FROM VOSSLOH TO PANASONIC**

VOSSLOH hereby transfers its share of the DE Applications and of the National Applications to PANASONIC, and OSRAM and PHILIPS hereby agree such transfer.

## **2. JOINT OWNERSHIP**

Hereafter, OSRAM, PHILIPS and PANASONIC shall own the DE Applications and the National Applications and the patents based thereon equally (collectively "Subject Patents").

## **3. COST**

3.1 All costs related to the Subject Patents (including, but not limited to, fees for the authorities, attorneys, translation, etc.) shall be shared equally between OSRAM, PHILIPS and PANASONIC.

3.2 If either Party fails to pay its portion of the costs stipulated in Article 3.1 and if such Party fails to remedy such breach of payment more than thirty (30) days after written notice thereof by the other Party, such other Party may deem that the breaching Party has abandoned its share of such Subject Patent.

## **4. PREVIOUS AGREEMENTS**

The Parties are aware of the agreement dated September 24, 2009 executed between OSRAM, VOSSLOH and Philips Technologie GmbH, Business Center Automotive, OLED development and agree that following provisions of that agreement shall apply to the Subject Patents;

- (1) 1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> paragraph of Article 6,
- (2) Article 7, and
- (3) Article 13.

In this case, the meaning of "VOSSLOH" shall be replaced with "PANASONIC."

The Parties are also aware of the agreement executed on June 06, 2011 between OSRAM, VOSSLOH and Philips Technologie GmbH, Business Center Automotive, OLED development regarding the further procedure related to the DE Applications and agree that the provisions of that agreement shall apply to the Subject Patents.

In this case, the meaning of "VOSSLOH" shall be replaced with "PANASONIC."

## **5. NOTICE**

All notices required under this Agreement shall be in writing and shall for all purposes be deemed to be fully given and received if dispatched by registered and postage, prepaid air letter, or e-mail or facsimile followed by a confirmation letter by a registered airmail, to the respective parties at the addresses below.

To OSRAM at:

OSRAM GmbH  
Marcel-Breuer Str. 6, 80807 München, Germany  
ATTN: Dr. Martin ENGELHARDT

To PHILIPS at:

Philips Intellectual Property & Standards  
High Tech Campus 5  
5656 AE Eindhoven, The Netherlands  
ATTN: Mr. Addy van DIJKEN

To PANASONIC at:

Panasonic Corporation  
Eco Solutions Company  
1048 Oaza Kadoma, Kadoma-shi, Osaka-fu, Japan  
ATTN: Mr. Naruki YASUTAKE

To VOSSLOH at:

Panasonic Lighting Europe GmbH  
Carl-Friedrich-Gauss-Str. 3, 47475 Kamp-Lintfort, Germany  
ATTN: Dr. Peter BESTING

## **6. TERM AND TERMINATION**

6.1 This Agreement shall come into effect on the Effective Date and shall continue until the expiration and/or abandonment of all of the Subject Patents.

6.2 Each Party may terminate this Agreement by notice in writing if the other Party breaches or fails to perform its obligations hereunder and fails to rectify such breach within thirty (30) days after receipt of written notice from the non-breaching Party.

## **7. GENERAL PROVISIONS**

7.1 This Agreement shall be executed in the English language only which shall govern its interpretation and construction in all respects. No translation of this Agreement into any other language, if any, shall have any legal force or effect whatsoever.

7.2 This Agreement sets forth the entire agreement between the Parties hereto, and any

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amendment thereto shall be made in writing signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement in quadruplicate to be executed on the date herein first above written by their duly authorized representatives, and each Party shall keep one (1) copy of this Agreement.

OSRAM OLED GmbH

By: ...

Name, Title: ...

Date: ...

  
Dr. Marc Lünemann  
CEO


ppa K. Diekmann  
Dr. Karsten Diekmann  
27.4.2015

Koninklijke Philips N.V.

By: ...

Name, Title: ...

Date: ...

  
P.D. Verweij  
Authorized Representative

12.05.2015

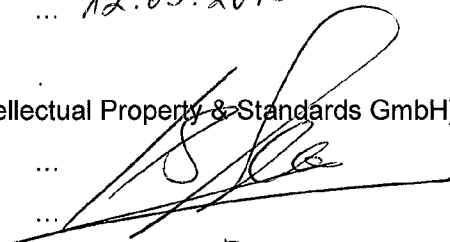
Philips Deutschland GmbH (legal successor of Philips Intellectual Property & Standards GmbH)

By: ...

Name, Title: ...

Date: ...

  
M. Roep, Head  
Legal Department

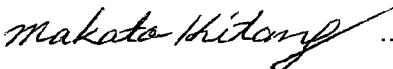
  
K. Baumann, CFO

Panasonic Corporation

By: ...

Name, Title: ...

Date: ...

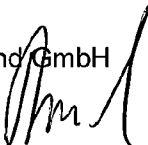
  
Makoto Kitano, Director  
17.06.2015

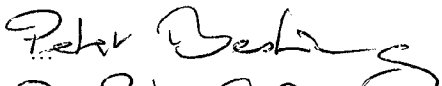
Vossloh-Schwabe Deutschland GmbH

By: ...

Name, Title: ...

Date: ...



  
Dr. Peter BESTING, GM  
06.03.2015