# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name                   | Execution Date |
|------------------------|----------------|
| SHARP KABUSHIKI KAISHA | 03/22/2016     |

## **RECEIVING PARTY DATA**

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|-----------------|-------------------------|
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| City:           | DARMSTADT               |
| State/Country:  | GERMANY                 |
| Postal Code:    | 64293                   |

## **PROPERTY NUMBERS Total: 24**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11434516 |
| Application Number: | 13382210 |
| Application Number: | 13382214 |
| Application Number: | 13879447 |
| Application Number: | 13879468 |
| Application Number: | 13879502 |
| Application Number: | 13984830 |
| Application Number: | 14003470 |
| Application Number: | 13877974 |
| Application Number: | 13125404 |
| Application Number: | 13131700 |
| Application Number: | 11035401 |
| Application Number: | 11035400 |
| Application Number: | 10216211 |
| Application Number: | 90011327 |
| Application Number: | 10272935 |
| Application Number: | 09716470 |
| Application Number: | 12486431 |
| Application Number: | 12961019 |
| Application Number: | 11286320 |
|                     |          |

PATENT REEL: 038250 FRAME: 0536

503778644

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11651979 |
| Application Number: | 11286343 |
| Application Number: | 12100769 |
| Application Number: | 08776503 |

#### **CORRESPONDENCE DATA**

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|-------------------------|--------------------|
| NAME OF SUBMITTER:      | JOHN SOPP          |
| SIGNATURE:              | /John Sopp/        |
| DATE SIGNED:            | 04/12/2016         |

#### **Total Attachments: 5**

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#### U.S. Patent Assignment Form

#### Assignment of Patent Rights

WHEREAS, Sharp Kabushiki Kaisha ("Sharp"), a business organized and existing under the laws of Japan and having its principal place of business at 22-22, Nagaike-cho, Abeno-ku, Osaka, Japan 545-8522, owns the entire right, title, and interest in and to each of the Assigned Patents (as listed in *Table 1* below), and is the owner of record of each of the Assigned Patents;

WHEREAS, Merck Patent GmbH, ("MERCK"), a business organized and existing under the laws of Germany and having its principal office at Frankfurter Straße 250, 64293 Darmstadt, Germany, is desirous of acquiring the entire right, title, and interest in and to each of the Assigned Patents;

For good and valuable consideration, the receipt of which is hereby acknowledged, Sharp ("Assignor"), does hereby sell, assign, transfer, and convey to MERCK ("Assignee"), or its designees, the entire right, title, and interest in and to any and all of the following (collectively, the "Patent Rights"):

#### (a) the Assigned Patents;

- (b) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations, or the like of any item in the foregoing category (a);
- (c) inventions, invention disclosures, and discoveries described in any of the Assigned Patents and/or any item in the foregoing category (b) that (i) are included as a claim in the Assigned Patents and/or any item in the foregoing category (b), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Assigned Patents and/or any item in the foregoing category (b), and/or (iii) could have been included as a claim in any of the Assigned Patents and/or any item in the foregoing category (b);
  - (d) all rights to apply in any or all countries of the world for patents,

certificates of invention, utility models, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

- (e) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assigned Patents and/or any item in any of the foregoing categories (b) through (d), including, without limitation, all causes of action and other enforcement rights for
  - (1) damages,
  - (2) injunctive relief; and
- (3) any other remedies of any kind for past, current, and future infringement; and
- (f) all rights to collect royalties and other payments under or on account of any of the Assigned Patents and/or any item in any of the foregoing categories (b) through(e).

Table 1

| Application No. | Publication No. | Registration No. |
|-----------------|-----------------|------------------|
| 11/063047       | 2006-0055858    | 7843531          |
| 12/915675       | 2011-0043729    | 8243241          |
| 13/533817       | 2012-0261846    | 8525956          |
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| 14/234122       | 2014-0139794    |                  |
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| 11/574087 | 2007-0268438 | 7864281    |
| 12/946000 | 2011-0057192 | 8405808    |
| 11/214764 | 2006-0044487 | 7436464    |
| 10/216211 | 2003-0032690 | 7011913    |
| 08/895360 |              | 6122024    |
| 90/011327 |              | 6566807 C2 |
| 10/272935 | 2003-0042472 | 6720029    |
| 09/716470 |              | 6582504    |
| 12/486431 | 2009-0316098 | 8054435    |
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| 11/651979 | 2007-0170395 | 7553523    |
| 11/286343 | 2006-0115606 | 7351453    |
| 12/100769 | 2008-0251762 | 7582338    |
| 08/776503 |              | 5753142    |

Assignor represents, warrants, and covenants that:

(1) Assignor owns the entire right, title, and interest in and to each of the Assigned Patents, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations, or the like of any of the Assigned Patents. Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Assignment of Patent Rights and to carry out its obligations hereunder, including the assignment of the Assigned Patents; and

(2) Assignor has obtained and properly recorded previously executed assignments for the Assigned Patents as necessary to fully perfect its entire right, title, and interest therein in accordance with governing law and regulations in each respective jurisdiction, including all assignments from all inventors of the Assigned Patents. The Assigned Patents are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Assigned Patents.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by country basis, to assist Assignee in obtaining and perfecting the Patent Rights. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

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IN WITNESS WHEREOF, this Assignment of Patent Rights is executed at Oraka Japan on March 22.206

#### ASSIGNOR:

Sharp Kabushiki Kaisha

By: Typshi Yonetsu

Name: Kiyoshi Yonetsu

Title: Vice President

Head of Intellectual Property Unit

Corporate R&D Division

(Signature MUST be witnessed)

Witnessed by:

**RECORDED: 04/12/2016** 

MiTohal

Date: March 22, 2016