503851386 06/01/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3898035

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ				
		Name	Execution Date		
GTAT CORPORATION,	D/B/A GT	ADVANCED TECHNOLOGIES	04/14/2016		
RECEIVING PARTY DA	TA				
Name:	MERLIN	SOLAR TECHNOLOGIES, INC.			
Street Address:	5891 RU	E FERRARI			
City:	SAN JOS	SE			
State/Country:	CALIFO	RNIA			
Postal Code:	95138				
	5 Total: 28				
Property Type		Number			
Application Number:		3798123	_		
Application Number:		4775580			
Application Number:		4045780			
Application Number:		4079540			
Application Number:		4139705			
Application Number:	1	3798124			
Application Number:	6	1868436			
Application Number:		1843284			
Application Number:	1	4308691			
Application Number:	1	4079544			
Application Number:	1	4191234			
Application Number:	6	1952040			
Application Number:	1	4636864			
Application Number:	1	4454720			
Application Number:	6	2014950			
Application Number:	6	1778443			
Application Number:	6	1778444			
Application Number:	1	4912478			
PCT Number:	U	S2014018490			
PCT Number:	U	S2014018494			

	1					
Property Type		Number				
PCT Number:	US20	14018489				
PCT Number:	US20	14048322				
PCT Number:	US20	14043055				
PCT Number:	US20	14064424				
PCT Number:	US20	15014173				
PCT Number:	US20	15018415				
PCT Number:	US20	15032622				
PCT Number:	US20	14022216				
CORRESPONDENCE DATA						
Fax Number:	(858)	847-0017				
	• /	e-mail address first; if that is uns	uccessful, it will be sent			
		at is unsuccessful, it will be sen				
Phone:		81-1883				
Email:	kathy	.wojtalewicz@themuellerlawoffice.c	com			
Correspondent Name:	KATH	IY WOJTALEWICZ				
Address Line 1:	THE	MUELLER LAW OFFICE, P.C.				
Address Line 2:	1270	7 HIGH BLUFF DRIVE, SUITE 200				
Address Line 4:	SAN	DIEGO, CALIFORNIA 92130				
ATTORNEY DOCKET NUMBER		MERLG001				
NAME OF SUBMITTER:		KATHY WOJTALEWICZ				
SIGNATURE:		/Kathy Wojtalewicz/				
DATE SIGNED:		06/01/2016				
Total Attachments: 12						
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective as of April 14, 2016 (the "Effective Date"), is made by GTAT Corporation, d/b/a GT Advanced Technologies, a Delaware corporation ("Seller Parent") in favor of Merlin Solar Technologies, Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, Seller Parent, GTAT Advanced Technologies Limited, a Hong Kong company and a subsidiary of Seller Parent and Buyer are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (as amended on March 28, 2016, the "Asset Purchase Agreement"), pursuant to which Seller Parent has, among other things, agreed to sell, assign, transfer, convey, and deliver to Buyer all of Seller Parent's right, title, and interest in and to the Assigned Patents (defined below); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller Parent and Buyer have agreed to enter into this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- <u>Conveyance</u>. Seller Parent hereby sells, assigns, transfers, conveys, and delivers to Buyer all of Seller Parent's right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the issued patents and patent applications listed on <u>Schedule A</u> hereto or otherwise part of the Purchased Assets, including all provisional, utility, design, reissue, divisional, continuation, continuations-in-part, revision, reexamination, reissue, and extension applications and patents, and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, all inventions and improvements claimed or described in any of the foregoing, all rights to collect royalties and proceeds in connection with any of the foregoing whether pursuant to 11 U.S.C. § 365(n) or otherwise (collectively, the "Assigned Patents"), and all rights to sue bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.
- 2. <u>Recordation</u>. Seller Parent hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record

Buyer as the assignee and owner of the Assigned Patents. Seller Parent further authorizes the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Buyer, as the assignee to the entire interest therein, it being understood that any expense in connection with the execution of such recordation shall be borne by Buyer. Seller Parent hereby authorizes Buyer to insert any patent application serial number and filing date not indicated for any of the applications listed on Schedule A when known.

3. Information and Assistance.

3.1 Upon Buyer's reasonable request and without further compensation, Seller Parent shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Seller Parent fails to timely comply with Section 3.1 and Buyer is therefore unable to secure Seller Parent's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, Seller Parent hereby irrevocably designates and appoints Buyer and Buyer's duly authorized officers and agents as Seller Parent's agents and attorneys-in-fact to act for and on Seller Parent's behalf and instead of Seller Parent to take all lawfully permitted acts solely for the purpose of furthering the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Seller Parent. The foregoing is deemed a power coupled with an interest and is irrevocable.

- 4. <u>Successors and Assigns</u>. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.
- 5. <u>Counterparts</u>. This 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. The exchange of copies of this Assignment and of signature pages by electronic or facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by electronic or facsimile transmission shall be deemed to be their original signatures for all purposes.

- 6. <u>Headings</u>. The headings in this Assignment are inserted for convenience only and shall not constitute a part hereof.
- 7. <u>Asset Purchase Agreement Controls</u>. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller Parent and Buyer with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights or obligations of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
- 8. <u>Governing Law</u>. This Assignment shall be construed and interpreted according to the internal laws of the State of Delaware without regard to any conflicts of law provisions.

[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

SELLER PARENT:



Acknowledged and Accepted:

BUYER:

MERLIN SOLAR TECHNOLOGIES, INC.

By:	
Name:	
Title:	

[Signature Page to Patent Assignment]

PATENT REEL: 038765 FRAME: 0398

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA) STATE OF <u>MewHampshire</u> :ss.: CITY/COUNTY OF <u>Hillsborough</u>) I, <u>Jessica Forleo</u>, the undersigned Notary Public do hereby certify that <u>Hoil Kim</u>, as <u>Uff General</u> of GTAT Corporation, a Delaware corporation, Counsel who signed the foregoing Assignment document on the <u>28th</u> day of <u>March</u>, 2016, is personally known to me or was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she was authorized to execute the foregoing Assignment document on behalf of GTAT Corporation, and to me acknowledged that he/she did sign the said document.

ca Haler Notary Public **JESSICA FORLEO** Notary Public-New Hampshire **My Commission Expires** My commission expires on: August 05, 2020

[Notarial Certificate to Patent Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

SELLER PARENT:

GTAT CORPORATION

By: _____ Name: Title:

Acknowledged and Accepted:

BUYER: MERLIN SOLAR TECHNOLOGIES, INC. By: Name: Ajay Shah Title: President and CEO

[Signature Pages to Patent Assignment]

SCHEDULE A TO PATENT ASSIGNMENT

Number	Date	Patent/ Publication			
Application	Filing	Number	Publication Date	Country	Title / Mark
13/798,123	13-Mar-2013	2014/0261654	18-Sep-2014	US	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
PCT/US2014/022216	10-Mar-2014	WO 2014/159146	2-Oct-2014	РСТ	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
14/775,580	11-Sep-2015	2016-0027947	28-Jan-2016	US	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
112015021645-5	4-Sep-2015	BR 11 2015 021645 5 A2	15-Dec-2015	BR	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
201480013269.1	9-Sep-2015	CN105027301A	4-Nov-2015	CN	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
14775247.9	9-Oct-2015	EP2973740	20-Jan-2016	EP	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
6026/CHENP/2015	5-Oct-2015	Not published	N/A	IN	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
2016-500912	20-Aug-2015	Not published	N/A	JP	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
10-2015-7028377	8-Oct-2015	KR20150132280(A)	25-Nov-2015	KR	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
PI 2015703108	10-Sep-2015	Not published	N/A	MY	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
1501004979	28-Aug-2015	Not published	N/A	TH	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
103108722	12-Mar-2014	TW 201448258	16-Dec-2014	TW	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS

Number	Date	Patent/ Publication			
Application	Filing	Number	Publication Date	Country	Title / Mark
14/045,780	3-Oct-2013	2014/0261659	18-Sep-2014	US	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
14/079,540	13-Nov-2013	2014/0262793	18-Sep-2014	US	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
PCT/US2014/018490	26-Feb-2014	WO 2014/158585	2-Oct-2014	РСТ	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
112015022204-8	9-Sep-2015	BR 11 2015 022204 8 A2	8-Dec-2015	BR	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
201480013232-9	9-Sep-2015	CN105027299 (A)	4-Nov-2015	CN	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
14775966.6	9-Oct-2015	EP2973741	20-Jan-2016	EP	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
6028/CHENP/2015	5-Oct-2015	Not published	N/A	IN	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
2016-500397	20-Aug-2015	Not published	N/A	JP	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
10-2015-7028331	8-Oct-2015	KR20150132278 (A)	25-Nov-2015	KR	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
PI 2015703112	10-Sep-2015	Not published	N/A	MY	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
1501004977	28-Aug-2015	Not published	N/A	TH	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
103108718	12-Mar-2014	TW 201448256	16-Dec-2014	TW	ADAPTABLE FREE- STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
14/139,705	23-Dec-2013	2014/0261661	18-Sep-2014	US	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING

Number Application	Date Filing	Patent/ Publication Number	Publication Date	Country	Title / Mark
PCT/US2014/018494	26-Feb-2014	WO 2014/158586	2-Oct-2014	PCT	FREE-STANDING
					METALLIC ARTICLE WITH OVERPLATING
112015022219-6	9-Sep-2015	BR 11 2015 022219 6 A2	8-Dec-2015	BR	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
201480013284.6	9-Sep-2015	CN105009302 (A)	28-Oct-2015	CN	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
14772822.4	9-Oct-2015	EP2973738	20-Jan-2016	EP	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
6027/CHENP/2015	5-Oct-2015	Not published	N/A	IN	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
2016-500398	20-Aug-2015	Not published	N/A	JP	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
10-2015-7028335	8-Oct-2015	KR20150132279 (A)	25-Nov-2015	KR	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
PI 2015703109	10-Sep-2015	Not published	N/A	MY	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
1501004978	28-Aug-2015	Not published	N/A	TH	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
103108725	12-Mar-2014	TW 201445750	1-Dec-2014	TW	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
13/798,124	13-Mar-2013	Not published	N/A	US	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
PCT/US2014/018489	26-Feb-2014	WO 2014/158584	2-Oct-2014	PCT	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
112015021591-2	3-Sep-2015	BR 11 2015 021591 2 A2	15-Dec-2015	BR	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
201480013234.8	9-Sep-2015	CN105027300 (A)	4-Nov-2015	CN	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
14773882.7	9-Oct-2015	EP2973739	20-Jan-2016	EP	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS

Number Application	Date Filing	Patent/ Publication Number	Publication Date	Country	Title / Mark
6029/CHENP/2015	5-Oct-2015	Not published	N/A	IN	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
2016-500396	27-Aug-2015	Not published	N/A	JP	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
10-2015-7028339	8-Oct-2015	KR20150132281 (A)	25-Nov-2015	KR	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
PI 201503110	10-Sep-2015	Not published	N/A	MY	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
1501004976	28-Aug-2015	Not published	N/A	TH	FREE-STANDING METALLIC ARTICLE WITH OVERPLATING
103108721	12-Mar-2014	TW 201448257	16-Dec-2014	TW	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
61/868,436	21-Aug-2013	Not published	N/A	US	USING AN ACTIVE SOLDER TO COUPLE A METALLIC ARTICLE TO A PHOTOVOLTAIC CELL
PCT/US2014/048322	26-Jul-2014	WO 2015/026483	26-Feb-2015	РСТ	USING AN ACTIVE SOLDER TO COUPLE A METALLIC ARTICLE TO A PHOTOVOLTAIC CELL
61/843,284	5-Jul-2013	Not published	N/A	US	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
14/308,691	18-Jun-2014	2015/0007877	8-Jan-2015	US	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
PCT/US2014/043055	18-Jun-2014	WO 2015/0002743	8-Jan-2015	PCT	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
112015033019-3	30-Dec-2015	Not published	N/A	BR	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS

Number	Date	Patent / Publication			
Application China National Phasebased on PCT/US2014/043055. Application Serial No.	Filing	Number Not published	Publication Date	CN CN	Title / Mark POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
14820383.9	22-Jan-2016	Not published	N/A	EP	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
201647002520	22-Jan-2016	Not published	N/A	IN	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
Japan National Phase based on PCT/US2014/043055. Application Serial No.	04-Jan-2016	Not published	N/A	JP	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
Korean National Phase based on PCT/US2014/043055. Application Serial No. 10-2016-7003273	04-Feb-2016	Not published	N/A	KR	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
2015704826	30-Dec-2015	Not published	N/A	MY	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
1501007889	28-Dec-2015	Not published	N/A	ТН	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
103121924	25-Jun-2014	TW 201511299	16-Mar-2015	TW	POLYSILAZANE COATING FOR PHOTOVOLTAIC CELLS
14/079,544	13-Nov-2013	2015/0129024	14-May-2015	US	FREE-STANDING METALLIC ARTICLE WITH EXPANSION SEGMENT
PCT/US2014/064424	6-Nov-2014	WO 2015/073303	21-May-2015	PCT	FREE-STANDING METALLIC ARTICLE WITH EXPANSION SEGMENT
103139242	12-Nov-2014	TW 201523910	16-Jun-2015	TW	FREE-STANDING METALLIC ARTICLE WITH EXPANSION SEGMENT

Number Application	Date Filing	Patent/ Publication Number	Publication Date	Country	Title/Mark
14/191,234	26-Feb-2014	Not published	N/A	US	SEMICONDUCTOR WITH SILVER PATTERNS HAVING PATTERN SEGMENTS
PCT/US2015/014173	03-Feb-2015	WO 2015/130432	03-Sep-2015	РСТ	SEMICONDUCTOR WITH SILVER PATTERNS HAVING PATTERN SEGMENTS
104104411	10-Feb-2015	TW 201535762	16-Sep-2015	TW	SEMICONDUCTOR WITH SILVER PATTERNS HAVING PATTERN SEGMENTS
61/952,040	12-Mar-2014	Not published	N/A	US	PHOTOVOLTAIC MODULE WITH FLEXIBLE CIRCUIT
14/636,864	03-Mar-2015	2015/0263182	17-Sep-2015	US	PHOTOVOLTAIC MODULE WITH FLEXIBLE CIRCUIT
PCT/US2015/018415	3-Mar-2015	WO 2015/138188	17-Sep-2015	PCT	PHOTOVOLTAIC MODULE WITH FLEXIBLE CIRCUIT
104106653	03-Mar-2015	Not published	N/A	TW	PHOTOVOLTAIC MODULE WITH FLEXIBLE CIRCUIT
14/454,720	8-Aug-2014	Not published	N/A	US	SOLDER APPLICATION METHOD AND APPARATUS
62/014,950	20-Jun-2014	Not published	N/A	US	PHOTOVOLTAIC CELL HAVING A COUPLED EXPANDED METAL ARTICLE
PCT/US2015/032622	27-May-2015	WO 2015/195283	23-Dec-2015	РСТ	PHOTOVOLTAIC CELL HAVING A COUPLED EXPANDED METAL ARTICLE
104118914	11-Jun-2015	Not published	N/A	TW	PHOTOVOLTAIC CELL HAVING A COUPLED EXPANDED METAL ARTICLE
61/778,443	13-Mar-2013	Not published	N/A	US	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS
61/778,444	13-Mar-2013	Not published	N/A	US	FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS