

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4199674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACI SYSTEMS GMBH	09/30/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOMONT GMBH
<b>Street Address:</b>	IM BRUNNENFELD 8
<b>City:</b>	UMKIRCH
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	79224
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	10525923
<b>Application Number:</b>	12246498
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)238-2401
<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>	314-238-2400
<b>Email:</b>	jsoifer@polsterlieder.com
<b>Correspondent Name:</b>	JONATHAN SOIFER
<b>Address Line 1:</b>	12412 POWERSCOURT DR
<b>Address Line 2:</b>	SUITE 200
<b>Address Line 4:</b>	SAINT LOUIS, MISSOURI 63131
<b>ATTORNEY DOCKET NUMBER:</b>	IPAN G020 - ASSIGNMENT 3
<b>NAME OF SUBMITTER:</b>	JONATHAN P SOIFER
<b>SIGNATURE:</b>	/jonathan p soifer/
<b>DATE SIGNED:</b>	12/23/2016
<b>Total Attachments: 10</b>	
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**PATENT PURCHASE AGREEMENT**  
(the Agreement)

between

**Somont GmbH**  
Im Brunnenfeld 8, 79224 Umkirch, Germany

**Buyer**

and

**ACI-systems GmbH**  
Albring 18, 78658 Zimmern o. R., Germany

**Seller**

Buyer and Seller each individually a **Party** and together the **Parties**



1. **Patent Assignment**

Seller herewith sells, transfers, and assigns to Buyer as of the Effective Date any and all right, title, and interest in and to the following:

- the patents and patent applications listed in **Annex 1** hereto as per the Effective Date (the **Patents**);
- any reissues, re-examinations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisional application of the Patents;
- any and all patents and patent applications to which any of the Patents directly or indirectly claims priority, or for which any of the Patents directly or indirectly forms a basis for priority;
- the know-how related to the Patents, i.e. the technology and processes that are known to the Seller and/or any previous owner of the Patents, as of the Effective Date how to make use of the patent applications and patents in **Annex 1** for the production of the patented device, including, where available, process specifications, quality control reports, drawings, photographs, models, tools, parts, manufacturing and/or production techniques, processes, methods or other information required or useful in the opinion of the Seller and/or any previous owner for the use of the Patents. Furthermore, such technology and processes must have been sufficiently developed and tested by the Seller and/or any previous owner of the Patents to the level where the Seller and/or any previous owner of the Patents believes that these technologies and/or processes are ready for commercial implementation (the **Know-how**);
- all causes of action (whether publicly known or not, and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the Know-how, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current, and future infringement.

2. **Transfer of Documents, Materials, and Items**

Seller shall submit to Buyer any and all documents, materials, or items concerning the Patents and the Know-how as defined above within a period of 10 (ten) days after the Effective Date on its own costs.

3. **Technical Assistance**

Immediately after the Effective Date (or any other time mutually agreed between the Buyer and the Seller), the Seller shall provide reasonable assistance to Buyer, which

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shall consist of the assistance by two qualified employees of the Seller for a period of up to three (3) weeks at a location of the Seller's choosing, for an introduction of the employees of Buyer or its subsidiaries upon Buyer's request. Seller's costs and expenses in connection with this support and assistance services shall be deemed included in the purchase price as set forth hereinafter.

4. **Purchase Price**

The consideration under this Agreement to be paid by Buyer to Seller (the **Purchase Price**) shall [REDACTED]

The Purchase Price shall be paid by Buyer to Seller by wire transfer of immediately available funds to an account designated in writing by the Seller within 5 (five) days after the Buyer receives the documents, materials and items according to Section 2 of this Agreement.

5. **Patent Maintenance Fees**

Seller shall pay any maintenance fees, annuities, and the like due or payable on the Patents until the Effective Date. "Due or payable" is meant to define the normal due dates for payment, not any later due dates after grace periods or extended payment periods with or without fine.

6. **Representations and Warranties**

Seller hereby makes the following representations and warranties:

- Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- Seller has the full power and authority to enter into this Agreement and perform its obligations under this Agreement;
- Seller owns all right, title, and interest in and to the Patents and the Know-how;
- the Patents and the Know-how are, to the best knowledge of the Seller, free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions;
- there are, to the best knowledge of the Seller, no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patents;

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- Buyer will, to the best knowledge of the Seller, not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents;
- none of the Patents has, to the best knowledge of the Seller, ever been found invalid, unpatentable, or unenforceable for any reason in any arbitration, judicial or other legal proceeding;
- all maintenance fees, annuities, and the like due or payable on the Patents have been timely paid by the Effective date.
- The Parties agree that the Seller does not guarantee and makes no representation of the commercial exploitability of the Patents, and shall not be liable accordingly.

## **7. Miscellaneous**

### **7.1 Confidentiality Obligation**

The Parties undertake to not disclose the purchase price as agreed upon in this Agreement. This does not apply to third parties who provide any Party with legal, tax or financial advice and who review the documents above in their capacity as consultants, in which case the relevant Party must make sure that this confidentiality obligation is also binding upon these third parties, their respective officers, directors, employees, representatives and consultants.

The Seller shall keep confidential and shall not disclose, directly or indirectly, to third parties the Know-how unless this may be required for the grant of a sublicense under the terms and conditions of the Patent License Agreement between the Purchaser (Licensor) and the Seller (Licensee) of even date.

### **7.2 Notices**

Any notices, demands or other communication required to be sent or given hereunder by any of the Parties shall in every case be in writing and shall be deemed properly served if (i) delivered personally to the recipient, (ii) transmitted by means of facsimile or (iii) sent to the recipient by reputable express courier service or mailed to the recipient by registered or certified mail.

Date of service of such notice shall be (i) the date such notice is personally delivered, (ii) the date of transmission if sent by facsimile, (iii) five (5) business days after the date of mailing if sent by certified or registered mail, or (iv) two (2) days after date of delivery to the overnight courier if sent by overnight courier. Such notices, demands and other communications shall be sent to the addresses indicated below or such other address or to the attention of such other person as the recipient has indicated by prior written notice to the sending Party in accordance with this Section 7.2:

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If to the Seller:

ACI-systems GmbH  
Attn. of Prof. Dr.-Ing. Wolfgang Schmutz  
Albring 18  
D-78658 Zimmern o. R.  
Germany  
Fax: +49 741 175 299 50

If to Buyer:

Somont GmbH  
Attn. of Gerhard Knoll  
Im Brunnenfeld 8, 79224 Umkirch, Germany  
Fax: +49 7665 9809 7999

with copy to:

Meyer Burger Technology AG  
Attn. of Michel Hirschi, CFO  
Schorenstrasse 39, 3645 Gwatt, Switzerland  
Fax: +41 33 221 28 08

with copy to:

Meyerlustenberger Lachenal  
Attn. of Andrea Sieber  
Forchstrasse 452, P.O. Box 1432, 8032 Zurich, Switzerland  
Fax: +41 44 396 91 92

### **7.3 Entire Agreement**

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any Party in connection with the negotiation of the terms hereof and thereof, and may be modified only in accordance with the terms hereof and thereof.

### **7.4 Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of any other provision or any other jurisdiction and, the remaining terms

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and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

**7.5 Amendment and Waiver**

This Agreement may not be amended or modified, except by an instrument or instruments in writing. Any waiver or consent to departures from the provisions hereof shall only be enforceable against a Party if such waiver or consent is in writing signed by such Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

**7.6 Assignment**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party hereto may assign, directly or indirectly, by operation of law or otherwise, any of its respective rights or delegate any of its responsibilities, liabilities or obligations under this Agreement, without the prior written consent of each other Party.

**7.7 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

**8. Effective Date**

For the purpose of this Agreement the Effective Date shall be the date of receipt of the put option exercise notice by the Buyer pursuant to a put option agreement entered into by and among the Buyer and the Seller dated 16 May 2012 / 5 June 2012.

For the avoidance of doubt, should this Agreement not become effective on or prior to 30 September 2012, this Agreement shall become null and void without any further notice and without any liability of any Party, provided, however, that Sections 7.1, 7.2, and 9 shall remain in full forth and effect.

**9. Construction; Governing Law and Place of Jurisdiction**

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement




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shall be governed by, the laws of Switzerland, without giving effect to the conflict of laws provisions according to the Federal Code of International Private Law.

Exclusive jurisdiction regarding all dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach or termination thereof shall vest at the courts of Zurich.

Date / Place: 1 June 2012, *Simmern*

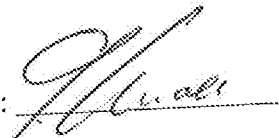
**ACI-systems GmbH**

Per: 


Name: Wolfgang Schmutz

Date / Place: 5 June 2012, *Umkirch*

**Somont GmbH**

Per: 

Name: Gerhard Knoll

Per: 

Name: Christian Klatz

**Annex 1**

The following listed patents and patent applications are included in the definition of Patents pursuant to this Agreement:

Country	Application Number	Pat\Reg No.	Title\Subject
Europe	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Austria	03790589.0-2203	E379849	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Belgium	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Bulgaria	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Switzerland	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Cyprus	03790589.0-2203	CY1107220	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Czech Republic	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Germany	03790589.0-2203	DE 603 17 805 T2	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Denmark	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Estonia	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Spain	03790589.0-2203	2 297 257	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Finland	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
France	03790589.0-2203	3790589	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE

Great Britain	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Greece	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Hungary	03790589.0-2203	E002962	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Ireland	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Italy	03790589.0-2203	1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Luxembourg	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Monaco	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Netherlands	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL, AND PHOTOVOLTAIC MODULE
Portugal	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Romania	03790589.0-2203	1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Sweden	03790589.0-2203	1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Slovenia	03790589.0-2203	EP 1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Slovakia	03790589.0-2203	1547158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Turkey	03790589.0-2203	TR200801235T4	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Australia	2003258427	2033258427	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE

Brazil	PI0313851-8		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Canada	2496557		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
China	03820175.5	ZL 03820175.5	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
China	200810215695.X		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Hong Kong	9110101.6		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Hong Kong	05111613.9	HK1077122	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Israel	166854		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
India	606/DELNP/2005	240230	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Japan	2009-265066		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Korea	7003346/2005	10-1014393	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Mexico	PA/a/2005/00232	259140	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Singapore	200501013-7	110538	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
United States	10/525923	7432438	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
United States	12/246498		ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
South Africa	2005/01563	2005/01563	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE