

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4200289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOMONT GMBH	10/01/2015
RECEIVING PARTY DATA	
Name:	MEYER BURGER AG
Street Address:	SCHORENSTRASSE 39
City:	THUN
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10525923
Application Number:	12246498
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	314-238-2400
Email:	jsoifer@polsterlieder.com
Correspondent Name:	JONATHAN SOIFER
Address Line 1:	12412 POWERSCOURT DR
Address Line 2:	SUITE 200
Address Line 4:	SAINT LOUIS, MISSOURI 63131
ATTORNEY DOCKET NUMBER:	IPAN G020 - ASSIGNMENT 4
NAME OF SUBMITTER:	JONATHAN P SOIFER
SIGNATURE:	/jonathan p soifer/
DATE SIGNED:	12/23/2016
Total Attachments: 10	
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PATENT PURCHASE AGREEMENT
(the Agreement)

between

Meyer Burger AG
Schorenstrasse 39, Thun, Switzerland

Buyer

and

Somont GmbH
Im Brunnenfeld 8, 79224 Umkirch, 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 **Transfer**):

- the patent family 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**); and
- 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, as a condition subsequent to the Transfer, 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 following 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 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. Undertakings

The Seller shall within 10 (ten) days following the Effective Date, procure that the Patents be duly registered in the name of the Buyer with the respective patent registration authorities in each country where the patents are registered as specified in Annex 1.

The Seller further procures that as from the Effective Date, all the monies deriving from the Patents shall be transferred or redirected to the Buyer.

5. Purchase Price

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

6. Pricing and Terms of Payment

All Prices are net, exclusive of any taxes, especially exclusive of any German and/or any Swiss VAT or any other local taxes, customs, statutory or import duties or surcharges.

The Purchase Price shall be paid by Buyer to Seller by wire transfer (T/T) of immediately available funds to an account designated in writing by the Seller within 20 (twenty) days following the Effective Date, as a condition subsequent to the Transfer.

7. 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;
- 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.

8. Miscellaneous

8.1 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.

8.2 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 8.2:

If to Buyer:

Meyer Burger AG
Attn. of Thomas Weber, CTO
Schorenstrasse 39, 3645 Gwatt, Switzerland
Fax: +41 33 221 28 08

If to Seller:

Somont GmbH
Attn. of Christian Klatz, General Manager
Im Brunnenfeld 8, 79224 Umkirch, Germany
Fax: +49 7665 9809 7999

8.3 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.

8.4 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 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.

8.5 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.

8.6 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.

8.7 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.

9. Effective Date

For the purpose of this Agreement the Effective Date shall be October 1st, 2015.

10. 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 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 at the Headquarters of the Buyer.

- Signature Page follows -

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Paris
Date / Place: 4.12.2015

Meyer Burger AG

B. Gerber

Bernhard Gerber
General Manager

Thomas Weber

Thomas Weber
Chief Technology Officer

Date / Place: 18.11.15

Somont GmbH

C. Klatz

Christian Klatz
General Manager

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 1547 158	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

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Country	Application Number	Pat/Reg No.	Title/Subject
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 1547 158	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 1547 158	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Portugal	03790589.0-2203	EP 1547 158	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	EP1547158	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	TR200801235T 4	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE
Australia	200325842 7	2033258427	ELECTRODE FOR PHOTOVOLTAIC CELLS, PHOTOVOLTAIC CELL AND PHOTOVOLTAIC MODULE

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Country	Application Number	Pat/Reg No.	Title/Subject
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 D
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	PNa/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

PATENT

RECORDED: 12/23/2016

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