504361929 05/11/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4408620

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ST-ERICSSON SA, EN LIQUIDATION	01/30/2017

RECEIVING PARTY DATA

Name:	STMICROELECTRONICS INTERNATIONAL N.V.			
Street Address:	Address: WTC SCHIPHOL AIRPORT			
Internal Address:	SCHIPHOL BOULEVARD 265			
City:	AMSTERDAM			
State/Country:	NETHERLANDS			
Postal Code:	1118BH			

PROPERTY NUMBERS Total: 1

Property Type	Number		
Application Number:	13977282		

CORRESPONDENCE DATA

Fax Number: (214)999-3514

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.

Phone: 2149993000

Email: rmcgee@gardere.com

Correspondent Name: GARDERE WYNNE SEWELL LLP, IP SECTION

Address Line 1: 2021 MCKINNEY AVENUE, SUITE 1600

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	135716-0003 (C02325-US1)	
NAME OF SUBMITTER:	ANDRE M. SZUWALSKI	
SIGNATURE:	/Andre M. Szuwalski/	
DATE SIGNED:	05/11/2017	

Total Attachments: 4

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PATENT REEL: 042444 FRAME: 0702 504361929

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("<u>Agreement</u>") is entered into as of the later of the dates on which Assignor and Assignee execute this Agreement as indicated on the signature page below (the "<u>Effective Date</u>") by and between:

- (i) ST-ERICSSON SA, en liquidation (formerly known as ST-Ericsson SA), a Swiss corporation having its registered office and place of business at 39 Chemin du Champ-des-Filles, 1228 Plan les Ouates, Geneva, Switzerland ("Assignor"); and
- (ii) STMICROELECTRONICS INTERNATIONAL N.V., a company incorporated under the laws of the Netherlands, having its registered address at WTC Schiphol Airport, Schiphol Boulevard 265, 1118 BH Schiphol Airport, Amsterdam, the Netherlands acting for the purposes of this Agreement through its Swiss branch located at 39, Chemin du Champ-des-Filles, 1228 Plan-les-Quates, Switzerland ("Assignee").

WITNESSETH:

WHEREAS. Assignee owns fifty percent (50%) of Assignor.

WHEREAS, Assignor wishes to transfer its rights in the Assigned Patents (as defined below) to Assignee as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby transfers, assigns and conveys to Assignee all of its right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to all of the patents, patent applications and provisional patent applications set forth on Schedule A attached hereto (collectively, the "Assigned Patents"), in each case, subject to all existing encumbrances. Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, all of the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for the Assigned Patents; (B) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents: (C) claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty,

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the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the applicable Assignor in all matters related to the Assigned Patents.

- 2. <u>Authorization</u>. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the "<u>Applicable IP Offices</u>") to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor's interest therein; and (B) record Assignee as the assignee of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.
- 3. <u>Further Assurances.</u> Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of short-form assignment agreements entered into by Assignor and Assignee on the Effective Date for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; <u>provided, however</u>, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.
- 4. <u>Governing Law.</u> This Agreement shall be governed by the laws of New York State.
- 5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions.

[Remainder of this page intentionally left blank.]

IE: 0704

IN WITNESS WHEREOF. Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

Assignor:

ST-ERICSSON SA, EN LIQUIDATION (FORMERLY KNOWN AS ST-ERICSSON SA)

By: To Adm. Liquidator
Date: 2013-01-30

Name: Carlo Ferro Title: Adm. Liquidator Date: 2012-02-40

Assignee:

STMICROELECTRONICS INTERNATIONAL

N.V.
By:
Name:
Title:
Date: 2003-05-05-05

By: Anne: Change (2050

Name: Steve 2056

Title: Corporate Vica President + Cremeral Coursel

Date: 2017-02-22

[Signature Page to Potent Assignment Agreement - STF in ST]

Schedule A

LIST OF ASSIGNED PATENTS

Reference Number	Country	Application Number	Patent Number	Title (from internal records and may not be the same as the official title registered with the corresponding patent office)	Filing Date
C01234-EP1	ЕÞ	10737880.4		SEMICONDUCTOR THERMOELECTRIC DEVICE	2010-07-26
C01234-JP1	JP	2012-522137	5738859	SEMICONDUCTOR THERMOELECTRIC DEVICE	2010-07-26
C01234-US1	US	13/387,821	8829639	SEMICONDUCTOR THERMOELECTRIC DEVICE	2010-07-26
C02325-DE1	DE	11813880.9	2659526	Associations série / parallèle de générateurs	2011-12-23
C02325-EP1	ξÞ	11813880.9	2659526	Associations série / parallèle de générateurs	2011-12-23
C02325-FR2	FR	11813880.9	2659526	Associations série / parallèle de générateurs	2011-12-23
C02325-GB1	G8	11813880.9	2659526	Associations série / parallèle de générateurs	2011-12-23
C02325-U51	ÚS	13977282		Associations série / parallèle de générateurs	2011-12-23

[Schedule A to Patent Assignment Agreement - STE to ST]

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RECORDED: 05/11/2017