504834093 03/23/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4880830

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EXEGER SWEDEN AB	04/07/2017

RECEIVING PARTY DATA

Name:	EXEGER OPERATIONS AB	
Street Address:	P.O. BOX 55597	
City:	STOCKHOLM	
State/Country:	SWEDEN	
Postal Code:	102 04	

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	15117306
Application Number:	14891688
Application Number:	15585549
Application Number:	14879668
Application Number:	15240607
Patent Number:	9607773
Patent Number:	9190218

CORRESPONDENCE DATA

Fax Number: (516)228-8516

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.

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Correspondent Name: GEORGE M. KAPLAN Address Line 1: 1000 WOODBURY RD

Address Line 2: SUITE 405

Address Line 4: WOODBURY, NEW YORK 11797-2511

ATTORNEY DOCKET NUMBER:	1728-22
NAME OF SUBMITTER:	GEORGE M. KAPLAN
SIGNATURE:	/gmk/
DATE SIGNED:	03/23/2018

504834093 REEL: 045325 FRAME: 0711

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BUSINESS TRANSFER AGREEMENT

by and between

EXEGER SWEDEN AB (publ)

and

EXEGER OPERATIONS AB

dated April 7, 2017

CEDERQUIST

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This business transfer agreement (with the Schedules hereto, this "Agreement") is entered into on April 7, 2017 by and between:

- (1) Exeger Sweden AB (publ), a public limited liability company incorporated under the laws of Sweden, with registration number 556777-6926 and its registered address at P.O. Box 55597, 102 04 Stockholm, Sweden (the "Seller"); and
- (2) Exeger Operations AB, a private limited liability company incorporated under the laws of Sweden, with registration number 559073-6806 and its registered address at P.O. Box 55597, 102 04 Stockholm, Sweden (the "Purchaser").

The Seller and the Purchaser are hereinafter individually referred to as a "Party" and collectively as the "Parties".

BACKGROUND

- 1.1 The Purchaser is a wholly owned subsidiary of the Seller.
- 1.2 The Seller is active in the development, commercialization and sale of dye-sensitized solar cells for a wide range of applications (such business as operated by the Seller, the "Business").
- 1.3 The Seller wishes to sell and transfer the Business to the Purchaser and the Purchaser wishes to purchase and assume the Business from the Seller, including assets, liabilities, rights and obligations of the Seller relating thereto, on the terms and subject to the conditions of this Agreement.
- 1.4 In view of the foregoing, the Parties have entered into this Agreement.

2. DEFINITIONS

2.1 In this Agreement, the following terms shall have the meanings specified below:

"Agreement"

shall have the meaning set out in the Preamble;

"Assigned

shall mean the agreements listed in Schedule 2.1(a);

Agreements"

"Business"

shall have the meaning set out in Section 1.2;

"Closing Date"

shall mean (i) May 2, 2017, (ii) such later date being two business days from the satisfaction or waiver of the condition to closing set out in Section 6.1 or (iii) such other

date the Parties may agree;

"Closing"

shall mean the completion of the Transaction in accordance

with Section 7;

"Employees"

shall mean the employees of the Seller, listed in

Schedule 2.1(b);

"Encumbrance"

shall mean any pledge or other security interest or any right of first refusal, right of pre-emption, option, license or any

other third party right;

"Excluded Assets and

shall have the meaning set out in Section 3.2;

Liabilities"

"Exeger Incentive"

shall have the meaning set out in Section 3.2;

"Intellectual Property

Rights"

shall mean all intellectual property rights of the Seller, including but not limited to the trade name, trademarks, domain names, registered patents and patent applications listed in Schedule 2.1(c) and any documentation, software, source code, knowhow, trade secrets, copyrights, design

rights or other rights relating to the Business;

"Party" or "Parties"

shall have the meaning set out in the introductory

paragraph;

"Promissory Note"

shall mean the SEK 176,796,542 promissory note to be issued by the Purchaser to the Seller in the form set forth in

Schedule 2.1(d);

"Purchase Price"

shall have the meaning set out in Section 4;

"Purchaser"

shall have the meaning set out in the Preamble;

"SEK"

shall mean the currency Swedish kronor;

"Seller"

shall have the meaning set out in the Preamble;

"Signing Date"

shall mean the date of this Agreement;

"Transaction"

shall mean the transaction contemplated by this Agreement;

"Transferred

Business"

shall have the meaning set out in Section 3.1; and

"VAT" shall mean value added tax (Sw. mervärdesskott) or any

similar taxes or duties in Sweden.

3. SALE AND PURCHASE

- 3.1 Upon the terms and subject to the conditions set out in this Agreement, the Seller agrees to sell and the Purchaser agrees to purchase the Business as a going concern, including but not limited to:
 - (a) any cash and cash equivalents of the Seller as per the Closing Date;
 - (b) any debts owed by the Seller as per the Closing Date;
 - (c) any and all rights and obligations under the Assigned Agreements;
 - (d) any and all rights and obligations under the employment contracts with the Employees;
 - (e) the Intellectual Property Rights;
 - (f) all other assets, liabilities, rights and obligations of the Seller, including but not limited to those listed in <u>Schedule 3.1</u>;

(the above, the "Transferred Business").

- 3.2 The Transferred Business shall not comprise and, accordingly, the Seller shall retain:
 - (a) the Seller's shares in Exeger Incentive Sweden AB, corporate registration number 556976-3997 ("Exeger Incentive");
 - (b) the Seller's obligations to issue warrants to the Employees pursuant to the Seller's employee incentive program;
 - (c) any short term trade debts under the Assigned Agreements or otherwise as per the Closing Date; and
 - (d) a cash amount sufficient to discharge any debts under Paragraph (c) above.

(the above, the "Excluded Assets and Liabilities").

- 3.3 The Transferred Business shall be transferred to the Purchaser on the Closing Date, free of any Encumbrances and with all rights and benefits attaching thereto.
- 3.4 All revenues, costs, risks, liabilities and expenses related to the Transferred Business due, attributable to or accrued before and on the Closing Date shall be for the account of the Seller and all revenues, costs, risks, liabilities and expenses related to the Transferred Business due, attributable to or accrued after the Closing Date shall be for the account of the Purchaser.

4. PURCHASE PRICE

4.1 The aggregate purchase price payable for the Transferred Business shall be SEK 176,796,542

(the "Purchase Price").

- 4.2 The Parties agree that the Transaction should be VAT-exempt. Should the Seller be liable to pay any VAT in respect of the Transaction, the Seller may invoice the Purchaser for any such amount.
- 4.3 The Purchase Price shall be paid by the Purchaser issuing the Promissory Note to the Seller at the Closing.

5. PRE-CLOSING ACTIONS

5.1 Assigned Agreements

- 5.1.1 The Seller shall use its best efforts to procure either (i) that the counterparties under the Assigned Agreements consent in writing to these being assigned to the Purchaser or, failing such assignment (ii) that the counterparties under the Assigned Agreements conclude new agreements with the Purchaser on substantially the same terms as the Assigned Agreements, in each case with effect from the Closing Date.
- 5.1.2 To the extent an Assigned Agreement cannot be assigned or renewed in accordance with Section 5.1.1, the Seller shall to the extent possible, at the Purchaser's request, continue to fulfill such agreement on behalf of the Purchaser and as instructed by the Purchaser.

5.2 Employees

The Parties agree that the Transaction will constitute a transfer of an undertaking (Sw. verksamhetsövergång) according to the Swedish Employment Protection Act (Sw. lagen om anställningsskydd (1982:80)). The Parties shall jointly inform the Employees that their employment agreements will be transferred to the Purchaser as per the Closing Date and work towards the Employees not opposing such transfer.

6. CONDITIONS TO CLOSING

- 6.1 The Purchaser's obligation to complete the Transaction shall be conditional upon consents being obtained from, or new agreement being entered into with, all the Seller's counterparties under the Assigned Agreements in accordance with Section 5.1.1.
- 6.2 Should the condition set forth in Section 6.1 not have been satisfied or waived by the Purchaser on or before the date being two months from the Signing Date, this Agreement shall automatically terminate and be without further force and effect.

7. CLOSING

- 7.1 The Closing shall take place on the Closing Date starting at 09:00 CET at the offices of the Seller or such other time and place as may be agreed upon in writing between the Parties.
- 7.2 At the Closing:

- the Purchaser shall pay the Purchase Price to the Seller buy issuing the Promissory note to the Seller;
- (b) the Seller shall deliver any consents from the counterparties under the Assigned Agreements according to Section 5.1.1 to the Purchaser;
- (c) the Seller shall deliver to the Purchaser any further relevant documentation evidencing the transfer of the Transferred Business; and
- (d) the Parties shall submit documentation for registration of the Intellectual Property Rights in the name of the Purchaser to the relevant authorities or agencies.
- 7.2.1 All the actions to be taken at the Closing shall be deemed to have been taken simultaneously and the Closing shall not be deemed completed until all such actions have been duly taken or waived.

8. FURTHER ASSURANCE

In the event that either Party after the Closing Date identifies any asset, liability, right or obligation that pertains to the Business (other than the Excluded Assets and Liabilities) but that has not been effectively transferred to the Purchaser, the Parties undertake to ensure that such asset, liability, right or obligation is effectively transferred to the Purchaser as soon as possible or, failing such transfer, that the Purchaser is given an exclusive, perpetual right to use such asset or right free of charge.

9. THE SELLER'S WARRANTIES

- 9.1 The Seller makes the representations and warranties set out in this Section 9 to the Purchaser, which are made as at the Signing Date and as at the Closing Date.
- 9.2 The Seller is duly organized and validly existing under the laws of Sweden.
- 9.3 The Seller has power and capacity to execute, deliver and perform its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the Transaction by the Seller, has been duly authorized by all necessary corporate actions on the part of the Seller.
- 9.4 The execution and delivery of, and the performance by the Seller of its obligations under, this Agreement, do not result in a breach of any provision of the articles of association or any corporate resolutions of, or require any consent or approval of any shareholders, partners or financiers of, the Seller.
- 9.5 The Seller has full and unrestricted title to and ownership of all of the assets related to the Transferred Business and all assets, liabilities, rights and obligations related to the Transferred Business are freely transferable to the Purchaser (subject to consents in accordance with Section 5.1.1) and not subject to any Encumbrances.

9.6 The Purchaser agrees that the Seller has made no and the Purchaser has not relied on any express or implied warranty regarding the Seller or the Business other than the warranties set forth above in this Section 9. The Seller hereby disclaims any other express or implied representations or warranties or liability for defects with respect to itself and the Business, whether under the Swedish Sale of Goods Act (Sw. Köplagen (1990:931)) or under any other law, regulation or legal principle.

10. PURCHASER'S WARRANTIES

- 10.1 The Purchaser hereby makes the representations and warranties set out in this Section 10 to the Seller, which are made as at the Signing Date and the Closing Date.
- 10.2 The Purchaser is duly organized and validly existing under the laws of Sweden.
- 10.3 The Purchaser has the power and authority to execute, deliver and perform its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the Transaction by the Purchaser, have been duly authorized by all necessary corporate action on the part of the Purchaser.
- 10.4 The execution and delivery of, and the performance by the Purchaser of its obligations under this Agreement, do not result in a breach of any provision of the articles of association or any corporate resolutions of, or require any consent or approval of any shareholders, partners or financiers of the Purchaser.

11. POST-CLOSING ACTIONS

11.1 Transfer of Intellectual Property Rights

- 11.1.1 Following the Closing, the Seller shall take any and all measures to ensure that the Intellectual Property Rights are validly registered in the name of the Purchaser.
- 11.1.2 The Seller hereby provides an exclusive, perpetual and royalty-free license to the Intellectual Property Rights, from the Closing Date until the Intellectual Property Rights have been validly registered in the name of the Purchaser.

11.2 Right to use the EXEGER Name

The Parties agree that the company name EXEGER shall be transferred to the Purchaser as part of the Intellectual Property Rights. However, the Seller shall be allowed to retain EXEGER as its company name until otherwise notified by the Purchaser in writing. Upon the Purchaser's written request, the Seller shall (i) convene a general meeting in the Seller and propose to such general meeting to adopt a new company name, which shall not include the name EXEGER or any name similar thereto and (ii) procure that a general meeting is convened in Exeger Incentive at which a resolution is passed to adopt a new company name, which shall not include the name EXEGER or any name similar thereto.

12. MISCELLANEOUS

- 12.1 This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matters hereof, and supersedes any and all previous negotiations, agreements and understandings between the Parties.
- 12.2 If any provision of this Agreement is found to be invalid, illegal or unenforceable, all other terms and conditions of this Agreement will remain unaffected and in full legal force and effect. The Parties shall negotiate and agree in good faith to replace, to the extent permitted by applicable law, such provision by a provision of the same or similar effect or meaning or having as close as possible the same economic purpose as intended by the Parties. A failure of the Parties to reach an agreement on a new provision shall not affect the validity of the remaining part of this Agreement.
- 12.3 Any modifications or amendments to this Agreement shall only be deemed valid and binding if made in writing and executed by both Parties.
- 12.4 No provision or right under this Agreement will be considered waived without an explicit written statement or agreement signed by the waiving Party in each specific case. Failure by the Party at any time to require performance of any provisions of this Agreement does not in any manner affect such Party's right to enforce the same. A waiver of any term, provision or right under this Agreement will not be construed as a waiver of the same under any subsequent events or circumstances or as a waiver of any other term, provision or right thereunder.
- 12.5 Neither Party may assign this Agreement or delegate any of their rights or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the other Party.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with, substantive Swedish law, without reference to its conflicts of laws principles.
- Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity hereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties.
- 13.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this Section 13 will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the consent of the other Party.

This Agreement has been executed in two identical counterparts, of which the Parties have taken one each.

EXEGER SWEDEN AB (publ)

EXEGER OPERATIONS AB

By: Giovanni Fili

By: Giovanni Fili

A - Patents

All patents, patent applications, continuations and divisional applications, and utility models based on the below listed priority applications for each patent family, including but not limited to, the patents and patent applications listed per country below.

No.	Patent family	Number	Date
1.	Solar to Electric Energy conversion Device	US61/046212	18.04.2008
	:	PCT/EP2009/054534	16.04.2009
2.	Dye Sensitized Solar Cell and	US61/187816	17.06.2009
	Method of Manufacture, Grains of 1DPC	PCT/EP2010/058472	16.06.2010
3.	Dye Sensitized Solar Cell and	US61/390780	07.10.2010
	method of manufacture, Porous Metal layer I	US61/474474	12.04.2011
		PCT/EP2011/067603	07.10.2011
4.	Method of Manufacturing	US61/545793	11.10.2011
	DSC and DSC so Produced, Porous Metal Layer 2	PCT/EP2012/056374TW20120112218	05.04.2012
			06.04.2012
5.	A DSC including a Composite Substrate	SE1230033-1	04.04.2012
		SE1200791-0	28.12.2012
		PCT/EP2013/054790	08.03.2013
6.	Dye Sensitized Solar Cell and	SE1350611-8	17.05.2013
	method of manufacture, Perovskite layer	PCT/EP2014/060163TW103135009	16.05.2014
			08.10.2014
7.	A Transparent DSC and Method of Manufacture	SE1450123-3	06.02.2014
		PCT/EP2015/050467TW103144938	13.01.2015
			23.12.2014
8,	A solar cell with monodoped grains	SE1650102-5	29.01.2016
9.	Solar cell comprising grains	SE1650331-0	10.03.2016

10.	Solar	cell	including	hole	SE1651090-1	29.07.2016
	conduc	tor				

No	Patent/application number	Registered patent or application	Comments
1.	AU2008217670	Granted	
2.	AU2009237663	Granted	
3.	AU2012323518	Application	
4.	AU2013242931	Application	
5.	AU2013242933	Granted	

1 PU30140129 Application	: 1
1. BH20140136 Application	
2. BH20140137 Application	

No	Patent/application number	Registered patent or application	Comments
1.	BR112014008631-1	Application	
2.	BR1120140249369	Application	
3.	BR1120140249350	Application	
4.	BR1120150288677	Application	

No	Patent/application number	Registered patent or application	Comments
1.	CA2850671	Application	
2.	CA2866778	Application	
3.	CA2866779	Application	

No	Patent/application number	Registered patent or application	Comments
1	CN101663599	Granted	
2	. CN10207556	Granted	

No	Patent/application number	Registered patent or application	Comments
3.	CN103210458A	Application	
4.	CN201280049927.3	Application	
5.	ZL201380018269.6	Patent	
6.	CN201510083212.5	Application	
7.	CN201380017889.8	Application	
8.	CN201480028374.2	Application	
9.	CN201580007646.5	Application	

Patent/application number	Registered patent or appl	Hication Comments
EP2116872	Granted	
EP2443640	Granted	
EP2625703	Application	
EP2766911	Application	
EP13709404.1	Application	
EP13710341.2	Application	
EP14724751.4	Application	
EP15701488.7	Application	
	EP2116872 EP2443640 EP2625703 EP2766911 EP13709404.1 EP13710341.2 EP14724751.4	EP2116872 Granted EP2443640 Granted EP2625703 Application EP2766911 Application EP13709404.1 Application EP13710341.2 Application EP14724751.4 Application

*************************	No	Patent/application number	Registered patent or application	Comments
Adecessors	1.	FR2116872	Granted	
	2.	[FR*****]	Granted	Case nr NNL01305
Section Continue	3.	FR2443640	Granted	

No	Patent/application number	Registered patent or application	Comments
1.	DE2116872	Granted	
2.	[DE*****]	Granted	Case nr NNL01305
3.	DE2443640	Granted	

No	Patent/application number	Registered patent or application	Comments
1.	GB2115872	Granted	
2.	[GB*****]	Granted	Case nr NNL01305
3.	GB2443640	Granted	

No Patent	/application number	Registered patent or application	Comments
1. GCC20	14/28014	Application	

	No	Patent/application number	Registered patent or application	Comments
***************************************	I.	[HK*****]	Granted	Case nr NNL01305
	2.	HK12110481.1	Application	
000000000000000000000000000000000000000	3.	15105074.1	Application	
000000000000000000000000000000000000000	4.	15105832.4	Application	

No	Patent/application number	Registered patent or application	Comments
1.	IN5581/CHENP/2009	Application	
2.	IN7249/CHENP/2010	Application	
3.	IN3451/CHENP/2013	Application	
4.	8016/CHENP/2014	Application	
5.	7998/CHENP/2014	Application	
6.	7005/CHENP/2015	Application	7

No	Patent/application number	Registered patent or application Comments
1.	ID P-00201402751	Application
2.	ID P-00201406767	Application
3.	ID P-00201406766	Application

No	Patent/application number	Registered patent or application	Comments
1.	IT2116872	Granted	
2.	[I.L*****]	Granted	Case nr NNL01305
3.	IT2443640	Granted	

Np	Patent/application number	Registered patent or application	Comments
1.	JP5548185	Granted	
2.	JP2014-534969	Application	
3.	JP5749875	Granted	
4.	JP2016-513399	Application	
5.	JP2016-550538	Application	
6.	JP5978385	Granted	

No	Patent/application number	Registered patent or application	Comments
1.	MX/A/2014/004393	Application	
2.	MX333742	Granted	
3.	MX340471	Granted	

No	Patent/application number	Registered patent or application	Comments
1.	NZ579404	Granted	
2.	NZ588241	Granted	

	No	Patent/application number	Registered patent or application Comments
	1.	F/P/2014/295	Granted
1	2.	F/P/2014/300	Granted

No	Patent/application number	Registered patent or application	Comments
1.	OM/P/2010/00197	Application	
2.	OM/P/2014/00072	Application	
3.	OM/P/2014/00199	Application	
4.	OM/P/2014/00198	Application	

No Patent/application	n number Registered patent or applicat	
5. PK649/2014	Application	

No Patent/application number	Registered patent or application	Comments
1. PT2116872	Granted	

No		Patent/application number	Registered patent or application	Comments
	1.	QA/201404/00106	[Application/Granted]	
	2.	QA/201410/00342	Application	
	3.	QA/201410/00343	[Application/Granted]	

No	Patent/application number	Registered patent or application	Comments
1	RU2454688	Granted	
2.	RU2516242	Granted	
3.	RU2014118598	Granted	
4.	RU2014144301	Application	
5.	RU2014144280	Application	

No	Patent/application number	Registered patent or application Comments
1.	ZA2014-03231	Granted
2.	ZA2014/06790	Application
3.	ZA2014/06791	Granted

No		Patent/application number	Registered patent or application	Comments
1	ι.	KR2014-7012509	Application	
2	2.	KR1600740	Granted	
E	3.	KR20140139127	Granted	
2	1.	KR2014-7030945	Application	

No	Patent/application number	Registered patent or application	Comments
1.	ES200700481	Granted	
2.	ES2116872	Granted	
3.	[ES*****]	Granted	Case nr NNL01305

No	No Patent/application number Registered patent or application Comments			
1.	SE2116872	Granted		
2.	[SE*****]	Granted	Case nr NNL01305	

No	Patent/application number	Registered patent or application	Comments
3.	SE2443640	Granted	
4,	SE1230033-1	Granted	
5.	SE1200791-0	Granted	
6.	SE1450123-3	Granted	
7.	SE1650102-5	Application	
8.	SE1650331-0	Application	35
9.	SE1651090-1	Application	

1.	TW101112218	Application	
2.	TW103135009	Application	
3.	M504354 UM	Granted	
4.	TW103144938	Application	***************************************
5.	TW103135009	Application	
6.	TW103144938	Application	

No Patent/application number	Registered patent or application	Comments
1. TR2116872	Granted	

No Patent/application number Registered patent or application Comments			
1.	AE P1069/10 Arabic Emirates	Application	
2.	AE P 364/14	Application	
3.	AE P1067/14	Application	
4.	AE P1069/14	Application	

No	Patent/application number	Registered patent or application	Comments
1.	US9182528	Granted	
2.	US2011/0030792	Application	
3.	US2016/155573	Application	
4.	US9251963	Granted	
5.	US2014251428	Application	
6.	US14/390479	Application	
7.	US9190218	Granted	
8.	US2016126019	Application	
9.	US15/117306	Application	
10	US14/879668	Application	
11	US14/891688	Application	
12	US15/240607	Application	

RECORDED: 03/23/2018