

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4915657

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AIXTRON SE	03/20/2018
RECEIVING PARTY DATA		
Name:	EUGENUS, INC.	
Street Address:	677 RIVER OAKS PKWY	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95134	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8349081	
Patent Number:	9159608	
Patent Number:	9564329	
Application Number:	15348883	
Application Number:	61910383	
Patent Number:	6309465	
Patent Number:	7410670	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
NAME OF SUBMITTER:	KYU S. MIN	
SIGNATURE:	/Kyu Min/	
DATE SIGNED:	04/13/2018	

Total Attachments: 7

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 20th day of March, 2018 (the "Effective Date"), by **Aixtron SE** (formerly Aixtron AG), a company having an address at Dornkaulstraße 2, 52134 Herzogenrath, Germany ("Assignor") and **Eugenus, Inc.** a corporation having an address at 677 River Oaks Pkwy, San Jose, CA 95134 ("Assignee").

RECITALS

A. Assignor is the owner of (select as appropriate):

- ☒ the United States Patents set forth on Exhibit A hereto (the "US Patents");
- ☐ the non-United States patents set forth on Exhibit B hereto (the "Foreign Patents");
- ☒ the United States patent applications set forth on Exhibit C hereto (the "US Patent Applications");
- ☒ the United States provisional patent applications set forth on Exhibit D hereto (the "US Provisional Patent Applications"); and/or
- ☐ the foreign patent applications set forth on Exhibit E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor desires to sell, transfer, and assign and set over unto Assignee and Assignee desires to accept, all rights, title and interest in and to the Patents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents, and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee

hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written at

Assignor: Aixtron SE

By: [Signature]
Name: Dr. Felix Grawert Dr. Felix Grawert
Title: Chief Executive Officer President

By: [Signature]
Name: Dr. Bernd Schulte Dr. Bernd Schulte
Title: Chief Financial Officer President

Assignee: Eugenus, Inc.

By: [Signature]
Name: Pyung Yong Um
Title: President

**EXHIBIT A
TO ASSIGNMENT AGREEMENT**

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
GAS DISTRIBUTOR WITH PRE-CHAMBERS ARRANGED IN PLANES	8,349,081	01-08-2013
METHOD FOR SELF-LIMITING DEPOSITION OF ONE OR MORE MONOLAYERS	8,144,480	02-14-2012
METHOD FOR FORMING TISIN THIN FILM LAYER BY USING ATOMIC LAYER DEPOSITION	9,159,608	10-13-2015
METHOD AND APPARATUS FOR FABRICATING DIELECTRIC STRUCTURES	9,564,329	02-07-2017
CVD REACTOR AND APPLICATION THEREOF	6,309,465	10-30-2001
PROCESS AND APPARATUS FOR DEPOSITING SINGLE-COMPONENT OR MULTI-COMPONENT LAYERS AND LAYER SEQUENCES USING DISCONTINUOUS INJECTION OF LIQUID AND DISSOLVED STARTING SUBSTANCES VIA A MULTI-CHANNEL INJECTION UNIT	7,410,670	08-12-2008

**EXHIBIT B
TO ASSIGNMENT AGREEMENT**

Title	Patent Number	Issue Date
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**EXHIBIT C
TO ASSIGNMENT AGREEMENT**

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
DEVICE AND METHOD TO CONTROL THE UNIFORMITY OF A GAS FLOW IN A CVD OR AN ALD REACTOR OR OF A LAYER GROWN THEREIN	15/348,883	11/10/2016

**EXHIBIT D
TO ASSIGNMENT AGREEMENT**

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
METHOD AND APPARATUS FOR FABRICATING DIELECTRIC STRUCTURES	61/910,383	12/01/2013	Kay Song; Minghang Li; and Brian Lu

**EXHIBIT E
TO ASSIGNMENT AGREEMENT**

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
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