

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5149476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PANASONIC CORPORATION	04/24/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PIECE FUTURE PTE LTD
<b>Street Address:</b>	45 MIDDLE ROAD, #06-01
<b>City:</b>	SINGAPORE
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	188954
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6999623
<b>Patent Number:</b>	7031385
<b>Patent Number:</b>	6940831
<b>Patent Number:</b>	RE41105
<b>Patent Number:</b>	7836235
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	jason.loh@piecefutur.com
<b>Correspondent Name:</b>	JASON LOH
<b>Address Line 1:</b>	45 MIDDLE ROAD, #06-01
<b>Address Line 4:</b>	SINGAPORE, SINGAPORE 188954
<b>NAME OF SUBMITTER:</b>	JASON LOH
<b>SIGNATURE:</b>	/jason loh/
<b>DATE SIGNED:</b>	09/20/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 11</b>	
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CONFIDENTIAL

## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement including all exhibit attached hereto ("Agreement") is entered into and made effective as of the date of last execution of this Agreement ("Effective Date") by and among Panasonic Corporation, a Japanese corporation with its principal place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan ("Seller") and Piece Future Pte. Ltd, a Singapore corporation with its principal place of business at 18 Howard Road Novetly Bizcentre #10-04 Singapore 369585 ("Purchaser"). Hereinafter, Seller and Purchaser are each referred to as a "Party", and collectively as the "Parties":

### RECITALS

**WHEREAS**, Seller owns certain patents;

**WHEREAS**, Purchaser wishes to purchase from Seller, and Seller wishes to sell and assign to Purchaser, such patents on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the promises and performance of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### SECTION 1 DEFINITIONS

- (i) "Assigned Patents" means the patents listed in Exhibit A.
- (ii) "Licensed Product(s)" means any product, process, method or service which would infringe or allegedly infringe, directly or indirectly or otherwise, any claim of the Assigned Patents.
- (iii) "Subsidiary" means, with respect to a Party, any corporation, company or other entity which is controlled directly or indirectly by such Party through ownership or control of fifty percent (50%) or more of voting stock or other voting interests on the Effective Date or hereafter; provided, however, that in any country where such Party is not permitted by local law or regulation to own fifty percent (50%) or more of the shares of a local company, then such local company shall be deemed a Subsidiary for purposes of this Agreement if such Party owns maximum percentage (permitted under the applicable local laws or regulation) of the shares of such local company.
- (iv) "Transfer Document" mean patent transfer document, in the form of Exhibit B for filing with the relevant government authority to record the change of ownership of the Assigned Patents from Seller to Purchaser.

## SECTION 2 TRANSFER OF PATENTS / LICENSE-BACK

- 2.1 Assigned Patents. In consideration of, and subject to, the payment pursuant to Section 3 hereof, Seller hereby irrevocably sells, transfers, conveys and assigns to Purchaser, and Purchaser shall acquire from Seller, all right, title and interest in and to the Assigned Patents on the Effective Date. Seller further transfers and assigns to Purchaser all causes of action, rights, and remedies arising under the Assigned Patents prior to, on, or after the Effective Date, and all claims for damages by reason of past, present or future infringement of such Assigned Patents with the right to sue for and collect such damages. The sale, assignment, transfer and conveyance in this Section 2.1 are subject to the License-Back provided in Section 2.3 and any Prior Licenses provided in Section 7.2.
- 2.2 Delivery and Recordation. Upon receipt by Seller of full payment from Purchaser pursuant to Section 3, Seller shall promptly execute and deliver to Purchaser an executed copy of the Transfer Document. Except for the provision by Seller of the foregoing Transfer Document to Purchaser, Purchaser shall assume all responsibility for all actions and all fees, costs and expenses (including, but not limited to, taxes, attorney's fees and patent office fees) associated with the perfection of Purchaser's right, title and interest in and to the Assigned Patents and recordation of the assignment of the Assigned Patents in applicable jurisdiction. For the sake of clarity, the Parties agree and understand that Transfer Document is only for the purpose of recording a conveyance instrument with relevant patent offices, and under no circumstance shall be used to create or change in any way the rights and obligations of both Parties as set forth in this Agreement, and that in all events the terms and conditions of this Agreement shall control.
- 2.3 License-Back. Purchaser, on behalf of itself, its Subsidiaries, successors and assigns, grants to Seller, its Subsidiaries and its successors and assigns, a non-exclusive, non-assignable and non-transferable, perpetual (both prospective and retroactive), irrevocable, worldwide and royalty-free right and license under the Assigned Patents to make, have made, use, offer to sell, sell, lease, import, export, provide or otherwise dispose of Licensed Products (the "License-Back"). The License-Back shall include the right of Seller to grant, without notice or accounting, sublicenses of the same or lesser scope to any current and future Subsidiaries. In case that all or a part of any business or assets of Seller or its Subsidiaries relating to the Assigned Patents is divested to a third party, including by way of merger, consolidation, sale or any other form of transfer (the "Divested Business"), the License-Back shall extend to the benefit of the acquirer of the Divested Business ("Acquirer") for the scope of the Divested Business being acquired. The License-Back granted to Seller and its Subsidiaries, or, if applicable, any Acquirer, under this Section 2.3 shall expire on the day on which the last-to-expire of the Assigned Patents expires.

## SECTION 3 PAYMENT

3.1 Payment. As consideration for the assignment of Assigned Patents, Purchaser shall remit to Seller a sum equal to US\$80,000 ("Payment") without any deduction for taxes or charges of any kind. Any payment made hereunder is nonrefundable.

3.2 Payment Method. Purchaser shall remit the Payment to the following bank account of Seller by May 31, 2018. Purchaser shall be responsible for any wire transfer fee.

Sumitomo Mitsui Banking Corporation

Osaka Head Office

6-5, Kitahama 4-Chome, Chuo-ku, Osaka 541-0041 JAPAN

Account Name: Panasonic Corporation Global Finance Administration Center

Account Address: 1006, Kadoma, Kadoma City, Osaka, 571-8501, JAPAN

Account Number: 276060

Swift Code: SMBCJPJT

3.3 Taxes. Except as expressly provided herein, any payment due hereunder is exclusive of all local fees, taxes, duties or banking charges of any kind, none of which shall be deducted, and Purchaser shall be responsible for all fees, taxes, duties and banking charges relating to the purchase of the Assigned Patents. Purchaser shall use its commercially reasonable efforts to ensure that there is no deduction or withholding of any taxes or levies, imposed on any payments to Seller. Purchaser shall be responsible for taking all appropriate or required procedures therefore and consistent with the Tax Treaty between Singapore and Japan, including but not limited to: (i) obtaining and submitting any necessary documents to the relevant tax authorities as may be needed to avoid such deduction or withholding, and (ii) in the event that it is not possible to avoid such deduction or withholding and Purchaser pays such taxes on behalf of Seller (in such case, Purchaser may deduct such taxes from the Payment), promptly providing to Seller official tax receipts indicating such payment. Seller shall cooperate in providing such necessary documents as Purchaser shall request.

3.4 Failure of Payment. Notwithstanding anything herein to the contrary, if Purchaser fails to make the payment provided in Section 3 by the due date, Seller shall have the right to rescind this Agreement and to render the transfer of the Assigned Patents and other grant or acceptance of any rights or obligations under this Agreement null and void with written notice to Purchaser unless Purchaser cures such breach within thirty (30) days.

**SECTION 4**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as of the Effective Date as follows:

- 4.1 Authority. Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms. Seller has the right and power to assign the Assigned Patents.
- 4.2 No Other Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF ANY ASSIGNED PATENTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE ASSIGNED PATENTS ARE SOLD AND ASSIGNED ON A STRICTLY "AS-IS" BASIS, AND SELLER MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION, WARRANTY, OR COVENANT THAT THE PRACTICE OF ANY INVENTION CLAIMED IN AN ASSIGNED PATENT WILL NOT INFRINGE ANY OTHER PATENT THAT IS OWNED BY SELLER, NOR SHALL SELLER HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY PURCHASER OF PATENTS OR OTHER RIGHTS OF THIRD PARTIES. SELLER ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE MANUFACTURE, USE, SALE OR OTHER DISPOSITION OF ANY OF PURCHASER OR ANY THIRD PARTIES' PRODUCTS, PROCESSES, METHODS OR SERVICES BASED ON ANY OF THE ASSIGNED PATENTS.

**SECTION 5**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Seller as of the Effective Date as follows:

- 5.1 Authority. Purchaser has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Purchaser and the performance by Purchaser of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

**SECTION 6**  
**OTHER COVENANTS OF SELLER**

- 6.1 No Responsibility. Seller shall have no responsibility for any legal action or proceeding relating the Assigned Patents which is commenced on or after the Effective Date. If Purchaser embroils Seller, its Subsidiaries or any future assignee of this Agreement in any action or proceeding relating to the Assigned Patent, Purchaser shall reimburse Seller for all costs and expenses incurred by Seller in connection with such action or proceeding.

## SECTION 7 OTHER COVENANTS OF PURCHASER

- 7.1 Fees and Other Actions. On or after the Effective Date, Purchaser shall be solely responsible for all actions and all costs/fees including patent office fees in any jurisdiction regarding the Assigned Patents including the maintenance or prosecution of the Assigned Patents.
- 7.2 Continuation of Prior Licenses. Purchaser, on behalf of itself, its Subsidiaries, and their successors and assigns, acknowledges and covenants that: (I) Purchaser's acquisition of the entire right, title, and interest in and to the Assigned Patents pursuant to this Agreement is subject to any and all outstanding licenses, covenant not to sue or assert, releases, options to acquire licenses, or other rights existing in third parties under agreements executed by Seller and/or its Subsidiaries prior to the Effective Date of this Agreement (hereinafter "Prior Licenses"), all of which shall run with the Assigned Patents and shall remain in full force and effect in accordance with their terms in effect as of the Effective Date; (II) Purchaser shall not intentionally interfere with any Prior Licenses; and (III) Purchaser agrees not to challenge the validity and enforceability of such Prior Licenses on the grounds that they were not of record, or that Purchaser, its Subsidiaries, or its or their successors or assigns had no notice of or were otherwise unaware of such Prior Licenses.
- 7.3 Continuation of Licenses in the Event of Subsequent Transfer by Purchaser. Purchaser may only sell, assign, transfer and/or convey any right, title or interest in and to the Assigned Patents subject to Purchaser's obligations set forth in this Agreement. In no event may Purchaser sell, assign, transfer and/or convey any right, title or interest in and to the Assigned Patents to any third party except as provided in this Section 7.3. Any rights in the Assigned Patents granted by Purchaser to its successors, exclusive licensees or any other third party (collectively, the "Transferees") after the Effective Date of this Agreement, whether by sale, license, assignment, or other instrument, shall be by their express terms subject to: (I) any Prior Licenses described in Section 7.2 and (II) the License-Back described in Section 2.3 (the Prior Licenses and the License-Back, collectively referred to as "Continuing Licenses"). Purchaser agrees and covenants (and shall undertake all necessary steps to ensure) that: (1) the Continuing Licenses shall be binding on any successors, assigns, or purchasers of Purchaser, and/or of the Assigned Patents, and (2) the Continuing Licenses will continue in accordance with their terms.

## SECTION 8 MISCELLANEOUS

- 8.1 Term and Termination. This Agreement shall commence on the Effective Date and shall continue to be effective until the expiration date of the last-to-expire of the Assigned Patents. Each Party may terminate this Agreement upon written notice to the other Party in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the Party terminating the Agreement. Section 2.3, 4.2, and Section 8 shall survive any expiration or termination of this Agreement.
- 8.2 Confidentiality. The terms of this Agreement are confidential information and shall not be disclosed to any third party without prior written consent from the other Party (such consent not to be unreasonably withheld or delayed) except each Party may disclose the terms of this Agreement as required by any regulation, law, or court order, but only to the extent required to comply with such regulation, law, or order, and only after providing reasonable advance notice to the other Party to allow such Party to contest such disclosure.
- 8.3 Notices. All notices under this Agreement shall be in writing, specifically refer to this Agreement, and be delivered to the Parties at their respective addresses set forth below, or to any other address of which a Party notifies the other.
- |                                                                                                                                                                                                                        |                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| IF TO SELLER:<br>Panasonic Intellectual Property Management<br>Co., Ltd<br>Licensing Department<br>6F, OBP Panasonic Tower, 2-1-61, Shiromi,<br>Chuo-ku, Osaka City, 540-6206, Japan<br><br>Attention: General Manager | IF TO PURCHASER:<br>Piece Future Pte. Ltd<br><br>18 Howard Road Novetly Bizcentre #10-04<br>Singapore 369585<br><br>Attention: Director |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
- 8.4 Assignment of this Agreement. Neither Party shall assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment or attempted assignment of this Agreement or any part thereof by a Party without the prior written consent of the other Party shall be void. This Agreement is binding upon and inures to the benefit of successors and permitted assigns of the Parties.
- 8.5 Entire Agreement. This Agreement, including all exhibit, constitutes the complete and final agreement between the Parties, and supersedes all prior and contemporaneous negotiations and agreements between the Parties concerning the subject matter of this Agreement.
- 8.6 Jurisdiction and Governing Law. This Agreement shall be governed by and construed in accordance with Japanese laws. The Parties agree that any legal action based on any matter

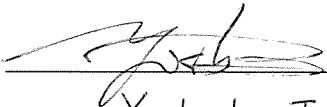


arising out of or in connection with this Agreement shall be brought in Osaka District Court as the court of first instance.

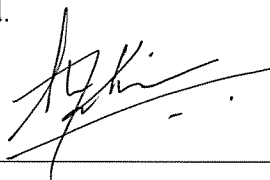
8.7 Counterparts and Exchanges by Electronic Transmission. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate by its duly authorized representative.

Panasonic Corporation

By:   
Name: Yoshiaki Tokuda  
Title: Director, Intellectual Property Center  
Date: April 23, 2018

Piece Future Pte. Ltd.

By:   
Name: JASON LOH  
Title: DIRECTOR  
Date: April 24, 2018

**EXHIBIT A**  
**ASSIGNED PATENTS**

Family Number	Country	Patent Number
GP0309256	US	6999623
GP0298313	US	7031385
GP0298313	JP	04350877
GP0581295	JP	04588201
GP0581295	US	6940831
GP0581295	US	RE41105
GP0594285	US	7836235

## TRANSFER DOCUMENTS

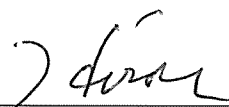
### Assignment

Panasonic Corporation, a Japanese corporation having a place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan ("Assignor"), hereby irrevocably assigns to Piece Future Pte. Ltd., a company having a place of business at 45, Middle Road, #06-01 Foo Ann Building Singapore 188954 ("Assignee"), as of the date set forth below, the entire right, title and interest in the patents listed in Exhibit A ("Assigned Patents"), and all cause of action, rights, and remedies arising under the Assigned Patents prior to, on or after the date set forth below and all claims for damages by reason of past, present or future infringement of such Assigned Patents with the right to sue for and collect such damages.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representatives to execute this Assignment.

ASSIGNOR

By:   
Name: Hiroki Nishida  
Title: Authorized Signing Officer, Intellectual Property Center  
Date: April 24, 2018

**EXHIBIT A**  
**ASSIGNED PATENTS**

Family Number	Country	Patent Number
GP0309256	US	6999623
GP0298313	US	7031385
GP0298313	JP	04350877
GP0581295	JP	04588201
GP0581295	US	6940831
GP0581295	US	RE41105
GP0594285	US	7836235