

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5164808

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the PRIVATE INFORMATION (REDACTED) UNNECESSARY FOR THE ASSIGNMENT previously recorded on Reel 046984 Frame 0201. Assignor(s) hereby confirms the ASSIGNMENT OF PATENT NUMBER 9787247.

## CONVEYING PARTY DATA

Name	Execution Date
SHARP KABUSHIKI KAISHA	06/14/2018

## RECEIVING PARTY DATA

<b>Name:</b>	DWP ENERGY SOLUTIONS, LLC
<b>Street Address:</b>	18110 SE 34TH STREET
<b>Internal Address:</b>	SUITE 480
<b>City:</b>	VANCOUVER
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98683

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14577842

## CORRESPONDENCE DATA

## Fax Number:

*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: 8584519950  
 Email: GERRY@IPATENTIT.NET  
 Correspondent Name: LAW OFFICE OF GERALD MALISZEWSKI  
 Address Line 1: P.O. BOX 270829  
 Address Line 4: SAN DIEGO, CALIFORNIA 92198-2829

<b>ATTORNEY DOCKET NUMBER:</b>	SLA3462
<b>NAME OF SUBMITTER:</b>	GERALD MALISZEWSKI
<b>SIGNATURE:</b>	/Gerald Maliszewski/
<b>DATE SIGNED:</b>	09/28/2018

## Total Attachments: 13

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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5160561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SHARP KABUSHIKI KAISHA	06/14/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DWP ENERGY SOLUTIONS, LLC
<b>Street Address:</b>	18110 SE 34TH STREET
<b>Internal Address:</b>	SUITE 480
<b>City:</b>	VANCOUVER
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98683
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14577842
<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>Phone:</b>	858-451-9950
<b>Email:</b>	GERRY@IPATENTIT.NET
<b>Correspondent Name:</b>	LAW OFFICE OF GERALD MALISZEWSKI
<b>Address Line 1:</b>	P.O. BOX 270829
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92198-2829
<b>ATTORNEY DOCKET NUMBER:</b>	SLA3462
<b>NAME OF SUBMITTER:</b>	GERALD MALISZEWSKI
<b>SIGNATURE:</b>	/Gerald Maliszewski/
<b>DATE SIGNED:</b>	09/26/2018
<b>Total Attachments: 12</b>	
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## PATENT TRANSFER AGREEMENT

This PATENT TRANSFER AGREEMENT (the "Agreement") is entered into, as of the Effective Date (as defined herein), by and between Sharp Corporation, a Japanese corporation with an address at 1 Takumi-cho, Sakai-ku, Sakai-shi, Osaka 590-8522, Japan (the "Seller"), and DWP Energy Solutions, LLC, a Washington company, having its principal place of business at 18110 SE 34th St Suite 480, Vancouver, WA 98607 (the "Purchaser"). Seller and Purchaser hereinafter may be individually referred to as a "Party" or together as "Parties."

### RECITALS

WHEREAS, Seller owns certain patents;

WHEREAS, Seller wishes to sell to Purchaser all Seller's right, title, and interest in the Assigned patents (as defined herein) and the causes of action to sue for infringement thereof and other enforcement rights; and

WHEREAS, Purchaser wishes to purchase from Seller all Seller's right, title, and interest in the Assigned Patents, including the causes of action to sue for infringement thereof and other enforcement rights, but subject to Existing and Grantback Licenses and ARPA-E Encumbrances (as defined herein);

NOW, THEREFORE, by mutual agreement of the Parties and in consideration of the premises set forth herein, the Parties agree with legal and binding effect as follows:

### ARTICLE I DEFINITIONS

(a) "Affiliates" means any entity, including parent companies and majority-owned subsidiaries, now or hereafter acquired or formed that is directly or indirectly controlled by a Party, is under common control with a Party, or is an entity that controls a Party. For this purpose, "control" means direct or indirect ownership of, or the right to exercise, at least 50% of the voting power, or at least 50% of the ownership interest representing either the irrevocable right to name a majority of the members of the governing body of such entity, or the right to make binding decisions for the entity. For the avoidance of doubt, Hon Hai Precision Ltd. is an Affiliate of Seller as of the Effective Date.

(b) "Assigned Patents" means the patents and patent applications identified in Exhibit A including their provisionals, divisionals, continuations, continued prosecution applications.

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(c) "Effective Date" means the date of the last signature on the signature page of this Agreement.

(d) "Existing Licenses" means the license agreements related to the Assigned Patents executed by Seller or its Affiliates prior to the Effective Date and listed in Exhibit B.

(e) "Third Party" means any person or entity, other than one of the Parties or its Affiliates.

**ARTICLE II  
PATENT SALES**

2.1 Sale of Assigned Patents. As of the Effective Date, Seller hereby sells, assigns, transfers, and sets over unto Purchaser the Assigned Patents subject to the Existing and Grantback Licenses and ARPA-E Encumbrances defined herein.

2.2 Fees and Other Actions. Seller agrees to provide any necessary and prompt support to Purchaser, at Purchaser's request, for the valid transfer of the Assigned Patents including, without limitation, Purchaser's registration of the assignment of the Assigned Patents around the world. Seller shall not, however, be liable for the payment of (i) any fees or costs associated with such transfer or recordation of the Assigned Patents in any jurisdiction, or (ii) any prosecution, maintenance, annuity or other fees incurred for the Assigned Patents that may become due after the Effective Date.

**ARTICLE III  
PAYMENT**

3.1 Purchase Price. In consideration for the sale of Assigned Patents as set forth in Section 2.1, Purchaser shall pay to Seller the non-refundable amount of [REDACTED] United States Dollars (US [REDACTED]) in accordance with the schedule set forth in Section 3.2.

3.2 Schedule of Payment. Purchaser shall pay the Purchase Price set forth in accordance with the following schedule:

Payment Schedule		
Payment	Due Date	Payment Amount
First Installment	June 29, 2018 or 30 days after Effective Date (whichever comes later)	[REDACTED] ar (US \$ [REDACTED])
Second Installment	December 14, 2018	[REDACTED] (US \$ [REDACTED])

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3.3 Bank Account. Payment hereunder shall be made in United States Dollars without any deduction of any remitting bank commission or fee or otherwise to the following bank account of Seller or any other bank account Seller notifies Purchaser of in writing from time to time:

Beneficiary Account Name:	Sharp Corporation
Residential Address:	1-banchi, Takumi-cho, Sakai-ku, Sakai-shi, Osaka 590-8522, Japan
Bank Name:	[REDACTED]
Bank Address	[REDACTED]
Branch Name	[REDACTED]
Bank Account No:	[REDACTED]
Swift code:	[REDACTED]

**ARTICLE IV  
GRANTBACK LICENSE, ARPA-E ENCUMBRANCES, AND SURVIVAL OF LICENSES AND  
ENCUMBRANCES**

4.1 Grantback License. As of the Effective Date, Purchaser does hereby grant to Seller and its Affiliates a royalty-free, fully paid-up, irrevocable, worldwide, perpetual and nonexclusive license, without the right to sublicense, under the Assigned Patents to make and have made and to use, sell, offer for sale, lease, import, export, and/or otherwise transfer any product or service, and to practice or have practiced any method or process for the manufacture or use of any product or service covered by the Assigned Patents (“Grantback License”).

4.2 ARPA-E Encumbrances. The inventions disclosed and claimed in the Assigned Patents transferred herein were at least partially developed with funding from the United States Department of Energy Advanced Research Projects Agency – Energy (“ARPA-E”) and, as such, the U.S. Government has certain rights in the inventions which create the following encumbrances on the patent rights Seller is transferring to Purchaser, specifically, the following (referred to herein as the “ARPA-E Encumbrances”):

(a) Preference for United States Industry.

Purchaser, upon taking ownership of the Assigned Patents, agrees that neither Purchaser, nor any assignee or licensee of Purchaser (hereinafter “Recipient”), will grant to any person the exclusive right to use or sell any invention covered by any Assigned Patent (a “subject invention”) in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially

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[REDACTED]

in the United States. However, in individual cases, the requirement for such an agreement may be waived by the U.S. Department of Energy ("DOE") upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(b) U.S. Competitiveness.

Recipient further agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States, unless the Recipient can show to the satisfaction of DOE that it is not commercially feasible to do so. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., recoupment of the Government's investment, etc. The Recipient further agrees to make the above condition binding on any assignee or licensee or any entity otherwise acquiring rights to any subject invention, including subsequent assignees or licensees. Should the Recipient or other such entity receiving rights in any subject invention undergo a change in ownership amounting to a controlling interest, then the waiver, assignment, license or other transfer of rights in any waived invention is suspended until approved in writing by DOE.

4.3 Survival of Licenses and Encumbrances. After the Effective Date, in the event that Purchaser sells or transfers any of the Assigned Patents and/or any beneficial interests therein, including but not limited to the granting of any rights under license or standing to sue with respect to the Assigned patents, such sale or transfer shall be subject to the Existing and Grantback Licenses and the ARPA-E Encumbrances. For avoidance of doubt, the Existing and Grantback Licenses and ARPA-E Encumbrances will survive any sale or transfer of the Assigned Patents.

**ARTICLE V  
TERM AND TERMINATION**

5.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the date of expiration of the last-to-expire of the Assigned Patents.

5.2 Termination. In the event that Purchaser fails to make any of the payments pursuant to Section 3.2, and fails to cure such breach within sixty (60) days following a written notification from Seller, the sale of the Assigned Patents provided in Section 2.1 shall be null and void.

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5.3 Survival. Both parties agree that ARTICLE VI shall survive the expiration of this agreement.

**ARTICLE VI  
CONFIDENTIALITY**

6.1 Confidentiality. The Parties hereto shall keep the terms and conditions of this Agreement confidential and shall not now or hereafter divulge any of this information to any Third Party except: (a) with the prior written consent of the other Party, as long as such consent shall not be unreasonably withheld or (b) as otherwise may be required by law or legal process or to enforce the provisions of this Agreement; provided that, in (b) above, (i) the disclosing party shall use all legitimate and legal means available to minimize the disclosure to Third Parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party shall, to the extent practical, provide the other party with at least ten (10) days prior written notice of such disclosure; or (c) to such Party's attorneys, accountants and auditors.

6.2 Exception. Neither Party shall have liability to the other with respect to any information which: (i) was known or available to the public at the time it was disclosed or becomes known and available through no fault of the receiving Party; (ii) was known to the receiving Party at the time of the disclosure, or (iii) becomes known to the receiving Party from a source other than the disclosing Party without breach of this Agreement.

**ARTICLE VII  
MISCELLANEOUS**

7.1 Entire Agreement. This Agreement, which incorporates all exhibits hereto, reflects the entire understanding of the Parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Patents from Seller to Purchaser, and supersedes all prior agreements, understandings or letters of intent between or among any of the Parties hereto regarding the subject matter of this Agreement. This Agreement will not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

7.2 No Warranties. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall be construed as (i) a warranty or representation by Seller as to the validity, scope and/or enforceability of any patent and patent application of the Assigned Patents, or (ii) a warranty or representation by Seller that anything manufactured, marketed, sold, used or otherwise disposed of under any patent and patent application of the Assigned Patents is or will be free from infringement of any patent or other intellectual property right of any Third Party.

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7.3 Governing Law. This agreement shall be governed by the laws of the Japan, excluding choice of law rules.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

Sharp Corporation

DWP Energy Solutions, LLC

By: 

By: 

Name: Mototaka Taneya

Name: Wei Pan

Title: Managing Officer  
BU President  
Corporate Research & Development BU

Title: Founder and President

Date: June 14, 2018

Date: 6/14/2018

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**Exhibit A: Assigned Patents**

<b>SLA No.</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Country</b>	<b>Title of Patent</b>
SLA3462	14/577,842	9,787,247	US	Solar Concentrator with Asymmetric Tracking-Integrated Optics
SLA3462.1	15/716,736		US	Asymmetric Tracking-Integrated Optics for Solar Concentration
SLA3529	14/825,240		US	Flat Panel Photovoltaic System

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**Exhibit B: Existing Licenses**

<b>Company Name</b>	<b>Products</b>	<b>Term</b>
Sony Corporation	All products and services	Until the expiration of the Assigned Patents

**AMENDMENT TO PATENT TRANSFER AGREEMENT BETWEEN SHARP CORPORATION  
("SELLER") AND DWP ENERGY SOLUTIONS, LLC ("PURSHASER")**

**THIS AMENDMENT** amends the Patent Transfer Agreement (the "Agreement") entered into by and between:

**Sharp Corporation**, a corporation incorporated under the laws of Japan, with offices at 1 Takumi-cho, Sakai-ku, Sakai-shi, Osaka 590-8522, Japan ("Seller"); and

**DWP Energy Solutions, LLC**, a corporation incorporated under the laws of Washington, with its principal place of business at 18110 SE 34<sup>th</sup> Street, Suite 480, Vancouver, WA 98607 ("Purchaser");

The Agreement, having an Effective Date of June 14, 2018, provides for the sale of certain Assigned Patents by Seller to Purchaser under terms and conditions specified therein.

**RECITALS**

**WHEREAS**, the Seller and Purchaser entered into the Agreement knowing that some of the Assigned Patents covered inventions at least partially developed with funding from the United States Department of Energy ("DOE") Advanced Research Projects Agency – Energy ("ARPA-E"); and

**WHEREAS**, DOE requires, as part of any grant of rights to inventions funded by ARPA-E, that, in addition to the terms and conditions set forth in the Agreement, the Agreement also must include a recitation of the government license and march-in rights; and

**WHEREAS**, the Seller and Purchaser acknowledge and agree that, in order for DOE to approve the transfer of the Assigned Patents from Seller to Purchaser, the Agreement must be amended to include the government license and march-in rights;

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser agree to amend the Agreement as follows:

1. Unless modified herein, all capitalized terms retain the same meaning as set forth in the Agreement.
2. The third WHEREAS clause under RECITALS on page 1 of the Agreement is deleted in its entirety and replaced with the following:

"WHEREAS, Purchaser wishes to purchase from Seller all Seller's right, title, and interest in the Assigned Patents, including the causes of action to sue for infringement thereof and other enforcement rights, but subject to Existing and Grantback Licenses, a US Government License, US Department of Energy March-In Rights, and ARPA-E Encumbrances (as defined herein);"

3. Section 2.1 Sale of Assigned Patents, is deleted in its entirety and replaced with the following:

"2.1 Sale of Assigned Patents. As of the Effective Date, Seller hereby sells, assigns, transfers, and sets over unto Purchaser the Assigned Patents subject to the Existing and Grantback Licenses, US Government License, US Department of Energy March-In Rights, and ARPA-E Encumbrances defined herein."

4. Section 4.2 ARPA-E Encumbrances. Is deleted in its entirety and replaced with the following:

"4.2 ARPA-E Encumbrances. The inventions disclosed and claimed in Assigned Patent application Serial No. 14/577,842 and Assigned Patent application Serial No. 15/716,736 transferred herein, including their provisionals, divisionals, continuations and continued

prosecution applications, were at least partially developed with funding from the United States Department of Energy Advanced Research Projects Agency - Energy ("ARPA-E") and, as such, the U.S. Government has certain rights in the inventions which create the following encumbrances on the patent rights Seller is transferring to Purchaser, specifically, the following (referred to herein as the "ARPA-E Encumbrances"):

(a) Preference for United States Industry.

Purchaser, upon taking ownership of the Assigned Patents, agrees that neither Purchaser, nor any assignee or licensee of Purchaser (hereinafter "Recipient"), will grant to any person the exclusive right to use or sell any invention covered by any Assigned Patent (a "subject invention") in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the U.S. Department of Energy ("DOE") upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(b) U.S. Competitiveness.

Recipient further agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States, unless the Recipient can show to the satisfaction of DOE that it is not commercially feasible to do so. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., recoupment of the Government's investment, etc. The Recipient further agrees to make the above condition binding on any assignee or licensee or any entity otherwise acquiring rights to any subject invention, including subsequent assignees or licensees. Should the Recipient or other such entity receiving rights in any subject invention undergo a change in ownership amounting to a controlling interest, then the waiver, assignment, license or other transfer of rights in any waived invention is suspended until approved in writing by DOE."

5. Section 4.3 Survival of Licenses and Encumbrances. Is deleted in its entirety and replaced with the following Sections 4.3, 4.4 and 4.5:

"4.3 US Government License. Purchaser (hereinafter "Recipient") acknowledges that the Federal Government has a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any invention covered by Assigned Patent application Serial No. 14/577,842 and Assigned Patent application Serial No. 15/716,736, including their provisionals, divisionals, continuations and continued prosecution applications (hereinafter, the "ARPA-E Assigned Patents" or the "subject inventions") throughout the world.

4.4 US Department of Energy ("DOE") March-In Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in FAR 27.304-1(g) to require the Recipient, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that –

- (1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee, or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by paragraph 4.2(a) of this Article IV has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

**4.5 Survival of Licenses and Encumbrances.** After the Effective Date, in the event that Purchaser sells or transfers any of the ARPA-E Assigned Patents and/or any beneficial interests therein, including but not limited to the granting of any rights under license or standing to sue with respect to the ARPA-E Assigned patents, such sale or transfer shall be subject to the Existing and Grantback Licenses, US Government License, US Department of Energy March-In Rights, and the ARPA-E Encumbrances. For avoidance of doubt, the Existing and Grantback Licenses, US Government License, US Department of Energy March-In Rights, and ARPA-E Encumbrances will survive any sale or transfer of the Assigned Patents."

6. All other provisions of the Agreement will remain the same.

The Effective Date of this Amendment is the same as the Effective Date of the Agreement.

**IN WITNESS WHEREOF**, this Amendment is executed by authorized representatives of Seller and Purchaser.

**Sharp Corporation**

By: \_\_\_\_\_

(Signature)

Name: Mototaka Taneya

Title: Managing Officer  
BU President  
Corporate Research &  
Development BU

Date: Aug. 31, 2018

**DWP Energy Solutions, LLC**

By: \_\_\_\_\_

(Signature)

Name: Wei Pan

Title: Founder and President

Date: 9/4/2018