

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5235317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNITY SEMICONDUCTOR	07/18/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FOGALE NANOTECH
<b>Street Address:</b>	125 RUE DE L'HOSTELLERIE
<b>Internal Address:</b>	BÂTIMENT A - VILLE ACTIVE
<b>City:</b>	NÎMES
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	F-30900
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9739600
Patent Number:	9494529
Patent Number:	9897927
Patent Number:	10082425
<b>CORRESPONDENCE DATA</b>	
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<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>	
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<b>Email:</b>	snaimi@gbc.law
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<b>Address Line 2:</b>	SUITE 2500
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	1606.124164
<b>NAME OF SUBMITTER:</b>	LAWRENCE J. CRAIN
<b>SIGNATURE:</b>	/Lawrence J. Crain/
<b>DATE SIGNED:</b>	11/13/2018
<b>Total Attachments: 7</b>	

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CONFIDENTIAL

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**PATENT ASSIGNMENT AGREEMENT**

between

**UNITY SEMICONDUCTOR**

and

**FOGALE NANOTECH**

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Dated July 18, 2018

**BETWEEN THE UNDERSIGNED:**

- (1) **Unity Semiconductor**, a French société par actions simplifiée à associé unique, organized and existing under the laws of France, having its registered office located at 611 rue Aristide Bergès, 38330 Montbonnot-Saint-Martin, France, registered with the Trade and Companies Registry of Grenoble under number 477 711 972, represented by its president **Unity-SC**, a French société par actions simplifiée organized and existing under the laws of France, having its registered office located at 611 rue Aristide Bergès, 38330 Montbonnot-Saint-Martin, France, registered with the Trade and Companies Registry of Grenoble under number 411 749 997, itself represented by its president **HPL Finance SAS**, a French société par actions simplifiée organized and existing under the laws of France, having its registered office located at 2 Boulevard du Professeur Louis Vialleton, 34000 Montpellier, itself represented by its president, Mr. Patrick Leteurtre, duly empowered hereto,

hereinafter referred to as the "**Assignor**"

- (2) **Fogale Nanotech**, a French société par actions simplifiée organized and existing under the laws of France, having its registered office located at 125 rue de l'Hostellerie Bâtiment A, Ville Active, 30900 Nîmes, France, registered with the Trade and Companies Registry of Nîmes under number 327 880 001, represented by its president **HPL Finance SAS**, a French société par actions simplifiée organized and existing under the laws of France, having its registered office located at 2 Boulevard du Professeur Louis Vialleton, 34000 Montpellier, itself represented by its president, Mr. Patrick Leteurtre, duly empowered hereto,

hereinafter referred to as the "**Assignee**"

The Assignor and the Assignee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

**WHEREAS:**

- (A) The Assignor is the owner of the patents and patent applications that are listed in **APPENDIX 1** (together the **Patents**).
- (B) The Assignor has agreed to assign and transfer the Patents to the Assignee and the Assignee accepts the assignment thereof, on the terms of this patent assignment agreement (the **Agreement**).

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. ASSIGNMENT**

- 1.1 In consideration of the payment by the Assignee to Assignor of the price provided in Article 2, the Assignor hereby irrevocably assign and transfer the Patents to the Assignee and the Assignee hereby accepts the assignment thereof.
- 1.2 This assignment takes effect as from July 18, 2018 (the **Effective Date**).



- 1.3 This assignment includes all rights and benefits relating to the Patents including, (without limitation), the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorised use of the Patents whether occurring before, on, or after the Effective Date (including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief).
- 1.4 This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of (the applications for) Patents, and to claim priority from those Patents or other applications that claim earlier rights from the Patents. This assignment further includes the right to all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of any application.
- 1.5 The Assignor agrees at the request of the Assignee and at the Assignee's expense, to sign any documents and to do all other things which the Assignee reasonably considers to be necessary to give effect to this assignment as soon as reasonably practicable, including, enabling the Assignee to record the assignment of the Patents in the relevant patent registers.

## **2. PRICE**

- 2.1 The assignment of the Patents is granted in consideration for the sum of \_\_\_\_\_, which corresponds to the filing fees, maintenance fees and all costs for administrative proceedings before patent offices in relation to the Patents incurred by the Assignor until the Effective Date.
- 2.2 This Assignee shall pay the price of the assignment to Assignor on the Effective Date, by transfer to the Assignor's bank account : BNP Paribas account n° \_\_\_\_\_.

## **3. FURTHER FORMALITIES**

- 3.1 The Parties agree that this Agreement will be used as a title in order to apply for the recording of the change of ownership of the Patents in the relevant registers. The Assignee shall bear all costs, taxes and fees for this recording. The Assignor hereby authorises the officials of the relevant registers in any applicable jurisdictions to record and register this assignment upon request by Assignee.
- 3.2 The Parties undertake to sign any further documents (unilateral and/or bilateral statements, letters, deeds, etc.) and to do all other things which may be necessary and convenient to give effect to this assignment, including any further specific deeds, as necessary under any applicable law governing the Patents or other rules applicable to the Patents, and to appoint the Parties' respective patent attorneys to carry out the formalities which are required for recording of the change of ownership of the Patents in the relevant registers.

## **4. WARRANTIES AND INDEMNITIES**

- 4.1 The Assignor represents and warrants to the Assignee that, at the Effective Date:
- (a) it is the registered proprietor, and the beneficial and legitimate owner of the Patents, and may freely assign them;
  - (b) the maintenance fees for the Patents have been duly paid;
  - (c) the Patents are free of all liens, charges, options, licences and encumbrances;
  - (d) there are no claims from or actions by a third party in relation to the Patents.

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4.2 Safe as expressed in Clause 4.1 hereof, the Patents are assigned "as is", without any warranty or indemnity whatsoever from the Assignor.

4.3 The Assignee shall pay all fees and taxes related to the Patents arising after the Effective Date.

## **5. RECORDS**

The Assignor shall transfer to the Assignee all original registration or grant certificates of the Patents, scanned copies of all prosecution files of the Patents and complete details of the relevant agents then currently responsible for management of the Patents on the Effective Date. Such transfer shall take place within sixty (60) calendar days from the Effective Date.

## **6. MISCELLEANOUS**

6.1 This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

6.2 To the extent possible, each of the provisions of this Agreement will be interpreted in such a manner as to be valid and enforceable under applicable law.

6.3 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## **7. GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of France.

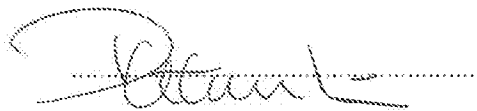


## SIGNATURES

Done in Nîmes, on July 18, 2018, in three (3) original copies:

For **UNITY SEMICONDUCTOR**

Mr. Patrick Leteurtre,  
representative of HPL Finance SAS, President of Unity-SC,  
itself President of Unity Semiconductor



For **FOGALE NANOTECH**

Mr. Patrick Leteurtre,  
representative of HPL Finance SAS, President



# APPENDIX 1.

## PATENTS

Internal reference	Patent family	Country	Application date	Application Nr.	Publication date	Publication Nr.	Grant date	Patent Nr.
ALM 0901 CHED EPD	Chromatic edge inspection (EP divisional only)	EP	23/02/2010	17166752.0	30/08/2017	EP 3 211 367 A1		
NAN 1309 MSK FRP	Mask alignment	FR	04/12/2013	13 82065	05/06/2015	FR 3 014 212 A1	26/05/2017	FR 3 014 212 B1
NAN 1309 MSK TWB	Mask alignment	TW	03/12/2014	103141867	16/07/2015	TW 201527908		
NAN 1309 MSK WOB	Mask alignment	WO	28/11/2014	PCT/EP2014/076009	11/06/2015	WO 2015082363 A1		
NAN 1309 MSK EPB	Mask alignment	EP	28/11/2014	14814785.3	12/10/2016	EP 3 077 873 A1	14/02/2018	EP 3 077 873 B1
NAN 1309 MSK EPB	Mask alignment	EP-FR	28/11/2014	14814785.3	12/10/2016	EP 3 077 873 A1	14/02/2018	EP 3 077 873 B1
NAN 1309 MSK EPB	Mask alignment	EP-DE	28/11/2014	14814785.3	12/10/2016	EP 3 077 873 A1	14/02/2018	EP 3 077 873 B1
NAN 1309 MSK EPB	Mask alignment	EP-AT	28/11/2014	14814785.3	12/10/2016	EP 3 077 873 A1	14/02/2018	EP 3 077 873 B1
NAN 1309 MSK EPB	Mask alignment	EP-NL	28/11/2014	14814785.3	12/10/2016	EP 3 077 873 A1	14/02/2018	EP 3 077 873 B1
NAN 1309 MSK USB	Mask alignment	US	28/11/2014	15/039.833	29/12/2016	US 2016/0377995 A1	20/02/2018	US 9 897 927 B2
NAN 1309 MSK CNB	Mask alignment	CN	28/11/2014	201480066168.0	03/08/2016	105829971A	08/09/2017	CN105829971B
NAN 1309 MSK KRB	Mask alignment	KR	28/11/2014	10-2016-7015942	05/08/2016	KR 20160093021		
NAN 1309 MSK JPB	Mask alignment	JP	28/11/2014	2016-536580	15/12/2016	JP 2016539375		
NAN 1309 MSK SGB	Mask alignment	SG	28/11/2014	11201604325R	28/07/2016	SG 11201604325R		
NAN 1601 RTCEPP	Chromatic rake	EP	25/03/2016	EP16305348	27/09/2017	EP 3 222 964 A1		



Internal reference	Patent family	Country	Application date	Application Nr.	Publication date	Publication Nr.	Grant date	Patent Nr.
NAN 1601 RTC USB	Chromatic rake	US	16/06/2016	15/184,034	22/08/2017	US 9,739,600 B1	22/08/2017	US 9,739,600 B1
NAN 1601 RTC TWB	Chromatic rake	TW	24/03/2017	106109930	01/01/2018	TW 201800718		
NAN 1601 RTC WOB	Chromatic rake	WO	13/03/2017	PCT/EP2017/055777	28/09/2017	WO 2017/162457 A1		
NAN 1602 RTZ EPP	Chromatic rake with zoom	EP	25/03/2016	EP16305349	27/09/2017	EP 3 222 965 A1		
NAN 1602 RTZ USB	Chromatic rake with zoom	US	16/06/2016	15/184,758	15/11/2016	US 9 494 529 B1	15/11/2016	US 9 494 529 B1
NAN 1602 RTZ TWB	Chromatic rake with zoom	TW	24/03/2017	106109934				
NAN 1602 RTZ WOB	Chromatic rake with zoom	WO	13/03/2017	PCT/EP2017/055773	28/09/2017	WO 2017/162455 A1		
NAN 1608 RTI EPP	Integrated Chromatic rake	EP	20/07/2016	EP16180407	11/10/2017	EP 3 228 979 A1		
NAN 1608 RTI USB	Integrated Chromatic rake	US	30/09/2016	15/282,305	28/09/2017	US2017/0276544 A1		
NAN 1608 RTI TWB	Integrated Chromatic rake	TW	24/03/2017	106109936				
NAN 1608 RTI WOB	Integrated Chromatic rake	WO	13/03/2017	PCT/EP2017/055772	28/09/2017	WO 2017/162454 A1		
USC 1702 RTP EPP	Chromatic rake with prism	EP	20/07/2017	EP17305967.6				
USC 1702 RTP WOB	Chromatic rake with prism	WO	16/07/2018	PCT/EP2018/069291				

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