

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5250732

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	505047120

CONVEYING PARTY DATA

Name	Execution Date
EXCICO GROUP NV	03/29/2018

RECEIVING PARTY DATA

Name:	SCREEN SEMICONDUCTOR SOLUTIONS CO., LTD.
Street Address:	TENJINKITA-MACHI 1-1
Internal Address:	TERANOUCI-AGARU 4-CHOME, HORIKAWA-DORI
City:	KAMIGYO-KU, KYOTO
State/Country:	JAPAN
Postal Code:	602-8585

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8664863
Patent Number:	8698402

CORRESPONDENCE DATA

Fax Number: (703)685-0573

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: 7035212297

Email: NLeta@young-thompson.com

Correspondent Name: YOUNG & THOMPSON

Address Line 1: 209 MADISON STREET, SUITE 500

Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	0604-10066 -INS18/2123/US
NAME OF SUBMITTER:	ERIC JENSEN
SIGNATURE:	/ERIC JENSEN/
DATE SIGNED:	11/26/2018

Total Attachments: 14

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THIS PATENT'S PURCHASE AGREEMENT made between:

- (1) **EXCICO GROUP NV**, incorporated and existing under Belgian law, having its registered office at Kempische Steenweg 305 box 2, 3600 Hasselt, Belgium, registered under number 0888.867.874, the Seller or EXCICO;
- (2) **SCREEN SEMICONDUCTOR SOLUTIONS CO., LTD.**, incorporated and existing under Japanese law, having its registered office at Tenjinkita-machi 1-1, Teranouchi-agaru 4-chome, Horikawa-dori, Kamigyo-ku, Kyoto, 602-8585 Japan, registered under number 1300-01-027236, the Purchaser or SCREEN;

[REDACTED]

[REDACTED]

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IT IS AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement:

Affiliate means SAS Laser Systems & Solutions of Europe, a *société par actions simplifiée* (SAS) under French law having its registered office at Rue Alexandre 14-38, Bldg D, 92230 Gennevilliers (France) and registered with the Legal Entities Register (Nanterre) under number 602.526.574, and any entity, which directly or indirectly controls, is controlled by or is under common control with another entity, where "control" means the power and ability to direct or cause the direction of the management and policies of the controlled party through ownership of voting shares of the controlled entity or by contract or otherwise.

Agreement means this patent purchase agreement.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in France.

Confidential Information means:

- in relation to the Purchaser: any information received or held by the Purchaser (or any of its Affiliates) relating to the Seller;
- in relation to the Seller: any information received or held by the Seller (or any of its Affiliates) relating to the Purchaser or the Patents; and
- information relating to the provisions and subject matter of this Agreement,

and includes written information and information transferred or obtained

Handwritten mark

orally, visually, electronically or by any other means.

Effective Date	means the date on which the purchase price has been transferred by the notary Eric Gilissen to Excico and the banks in accordance with Clause 4.
Party	means a party to this Agreement.
Patents	means the patents identified in Schedule 1.
Schedule	means a schedule to this Agreement.
Signing Date	means the date on which the Agreement has been signed by all Parties.
Territories	means in relation to the Patents, the countries and territories identified in Schedule 1.

2 ASSIGNMENT

- 2.1 In consideration for the payment of the purchase price in accordance with Clause 4, the Seller assigns to the Purchaser who hereby purchases and accepts all the property, title and interest in the Patents, with full title and guarantee and free from encumbrances, together with:
- (i) all rights to apply for registrations and to renew and continue the Patents in the relevant Territories;
 - (ii) the rights to sue and recover damages for all the past infringements thereof, to all the property, the title and interest in the Patents, including the possible damages related to the French proceedings pending in the *Tribunal de grande instance* under number RG 15/12919, as well as the right to settle the Litigation, including the said French proceedings and the proceedings before the expert;
 - (iii) the rights to sue and recover damages for all the present and future infringements thereof, to all the property, the title and interest in the Patents.
- 2.2 Each Party shall bear the costs it incurred for preparing the present Patent Purchase Agreement. The Seller shall bear all costs it incurred in connection with the Litigation, including attorneys and patent attorneys fees for work carried out until the purchase price has been paid in accordance with Clause 4. The fees of the Expert appointed in the Litigation, including the original advance payment ("consignation"), shall be borne by the Seller. The Seller will promptly reimburse the Purchaser of the total fees paid to the Expert, upon evidence of such payment to the Court.
- 2.3 As from the Effective Date, the Purchaser becomes the sole proprietor of all rights pertaining to the Patents. As from the Effective Date, the Purchaser will bear the costs relating to the Patents (including, but not limited to registration and the renewal fees).
- 2.4 Any registration of the Agreement or of the assignment shall occur, in accordance with Clause 6.5, at the initiative and the expense of the Purchaser and the Seller hereby appoints the Purchaser to be its attorney for the purpose of such registration before the relevant patent offices and other

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competent authorities. Upon a request from the Purchaser, the Seller shall assist the Purchaser and perform all acts reasonably required to carry out any such registration.

2.5 Without prejudice to Clause 5, Parties explicitly agree that the Patents are assigned 'as is', without any representation or warranty of the Seller concerning such Patents, and that the Purchaser waives any recourse of any kind against the Seller including, without limitation, the right to terminate the sale or to receive compensation. Following the transfer of ownership of the Patents, all risks relating to the Patents being declared (partially) invalid or unenforceable shall pass to the Purchaser. Any renewal fees due for payment in any territory following the payment of the purchase price in accordance with Clause 4 shall be born solely by the Purchaser.

2.6 Upon information and belief, the Seller represents and warrants that the prior art searches performed by the relevant patent offices during the granting procedure of the Patents, as listed as Schedule 2 to this Agreement, did not reveal any prior art which may invalidate the Patents.

2.7 The Purchaser acknowledges that the content of the Litigation has been fully and expressly disclosed by Seller to Purchaser prior to signature of this Agreement, copy of which is attached as Schedule 3 to this Agreement.

■ [REDACTED]

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13 **GOVERNING LAW**

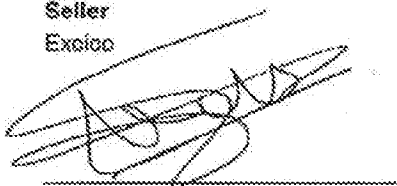
This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by French law and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions that would cause the laws of any other jurisdiction to be applicable.

14 **JURISDICTION**

Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) shall be finally settled under the International Chamber of Commerce (ICC) Rules of Arbitration by three arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Paris (France) and the arbitration shall be conducted in the English language.

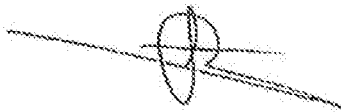
Made in two (2) originals. Each of the undersigned Parties acknowledges receipt of its original.

Seller
Exxico



By: Tom AERTS
Title: Director

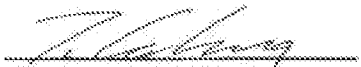
Date: 29 / 03 / 2018



By: Stijn BLINENS
Title: Director

Date: 29/3/2018

Purchaser
Screen



By: Tadahiro Suhara
Title: President & Representative Director

Date: 2/04/2018

Schedule 1

PATENT RIGHTS IN THE NAME OF EXCICO GROUP

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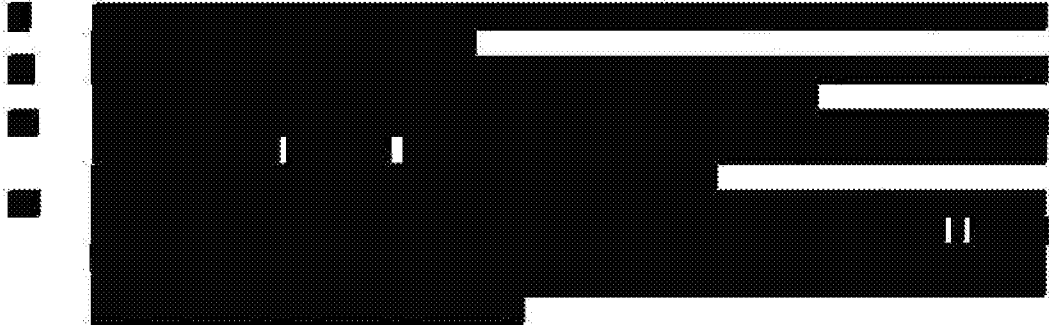
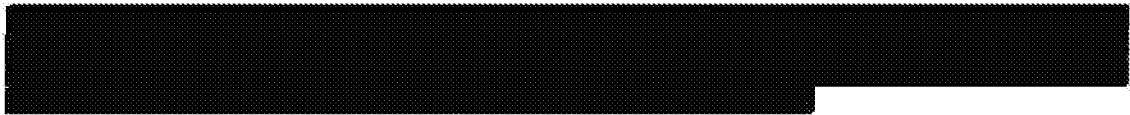
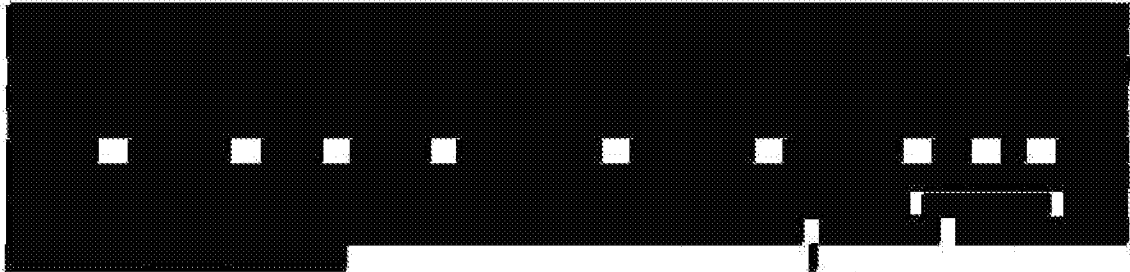
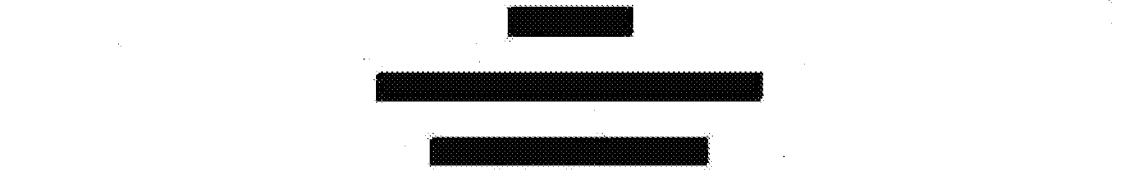


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PATENT PURCHASE AGREEMENT

between

EXCICO

as Seller

and

SCREEN

as Purchaser