### 505317499 02/07/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT5364280

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SUNEDISON, INC.	03/27/2017
SUNEDISON PRODUCTS SINGAPORE PTE. LTD.	03/27/2017
MEMC PASADENA, INC.	03/27/2017
SOLAICX	03/27/2017

## **RECEIVING PARTY DATA**

Name:	CORNER STAR LIMITED
Street Address:	1 AUSTIN ROAD WEST
Internal Address:	UNIT 1703B-1706, LEVEL 17, INTERNATIONAL COMMERCE CENTRE
City:	KOWLOON
State/Country:	HONG KONG

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15531346

### **CORRESPONDENCE DATA**

Fax Number: (314)612-2307

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: 3146215070

Email: uspatents@armstrongteasdale.com

RICHARD A. SCHUTH **Correspondent Name:** 

Address Line 1: ARMSTRONG TEASDALE LLP Address Line 2: 7700 FORSYTH BLVD., SUITE 1800

Address Line 4: ST. LOUIS, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	36780-6 (140018.2)
NAME OF SUBMITTER:	RICHARD A. SCHUTH
SIGNATURE:	/Richard A. Schuth/
DATE SIGNED:	02/07/2019

**Total Attachments: 9** 

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### ASSIGNMENT OF PATENT RIGHTS

This PATENT ASSIGNMENT ("Patent Assignment") is made as of March 31, 2017 (the "Effective Date"), by and among SunEdison, Inc. ("Seller 1"), a Delaware corporation, SunEdison Products Singapore PTE. LTD. ("Seller 2"), a company organized under the laws of Singapore, MEMC Pasadena, Inc. ("Seller 3"), a Delaware corporation, and Solaicx ("Seller 4"), a California corporation (Seller 1, Seller 2, Seller 3, and Seller 4, collectively, "Sellers") and Corner Star Limited, a company organized under the laws of Hong Kong ("Buyer"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement, dated as of August 26, 2016 (the "Asset Purchase Agreement"), pursuant to which Buyer has agreed to purchase, and Sellers have agreed to sell, convey, assign, transfer and deliver to Buyer, all of Sellers' right, title and interest in, to and under the Transferred Intellectual Property on the terms and conditions set forth in the Asset Purchase Agreement and in accordance with Sections 105, 363 and 365 and the other applicable provisions of the Bankruptcy Code; and

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to execute and deliver this Patent Assignment by which the Patents described in Paragraph 1 of Section 2.1(d) of Sellers Disclosure Letter and set forth in Exhibit A hereto (collectively, the "Transferred Patents") are assigned and conveyed by Sellers to Buyer as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement and the Sale Order, it is hereby agreed that:

# 1. <u>Transferred Patents Conveyance</u>.

Each Seller does hereby irrevocably and unconditionally sell, transfer, convey, assign and deliver to Buyer all of such Seller's right, title and interest in, to and under, free and clear of all Liens, Claims, Encumbrances and Liabilities (other than Assumed Liabilities): (i) the Transferred Patents, including all rights in and to the inventions claimed therein, all rights to file, prosecute, obtain issuance of, maintain and enforce foreign or international counterparts thereof and all continuations, continuations-in-part, divisions, extensions, reissues, reexaminations, reviews (including post-grant proceedings), and renewals of any of the foregoing, and other patent applications that claim the inventions claimed in such Transferred Patents and have a right of priority thereto, including all rights in any patents issuing on any of the foregoing applications (collectively, the "Assigned Patent Rights"); (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assigned Patents Rights, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, (C) inventorship rights and (D) any other remedies of any kind for past, current and future infringement; and (iii) all current and future rights to collect royalties or other payments under, on account of, or arising from any of the Assigned Patent Rights, including any such rights that may be payable by SMP,

Ltd. (but excluding any such rights to royalties or other payments arising from Excluded Assets), the same to be held by Buyer for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Seller if this Patent Assignment had not been made.

- Each Seller agrees, at the reasonable request of Buyer and at Buyer's expense, to (i) use commercially reasonable efforts to assist Buyer in perfecting Buyer's right, title and interest throughout the world in all Assigned Patent Rights, and the intellectual property rights therein assigned to Buyer hereunder; and (ii) execute applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Buyer. In the event Buyer is unable for any reason, after reasonable effort, to secure such Seller's signature on any document needed to perfect the transfer of ownership of the Assigned Patent Rights, such Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as such Seller's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on such Seller's behalf to execute and file such documents, with the same legal force and effect as if executed by such Seller. Each Seller agrees to provide such assistance and cooperation as Buyer may reasonably request in connection with Buyer's prosecution of any patent applications included in the Assigned Patent Rights (including appeals in connection therewith), including providing documents and materials in the possession or control of such Seller and making the named inventors in any of the patent applications reasonably available to Buyer upon reasonable prior notice if such inventors remain employed by such Seller or any of its Affiliates at the time of such Seller's receipt of such written notice from Buyer.
- 2. Terms of the Asset Purchase Agreement. This Patent Assignment is being delivered pursuant to the Asset Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Asset Purchase Agreement. Each Seller and Buyer acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Buyer or any Seller under the Asset Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Patent Assignment. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Patent Assignment, the terms of the Asset Purchase Agreement shall prevail.
- 3. <u>General Provisions</u>. Article IX (other than Section 9.9) of the Asset Purchase Agreement is incorporated herein by reference, mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date first above written.

Sellers:

SUNEDISON, INC.	
SUNEDISON, INC.	
Said Marie and the said and the	,,,,,,,
~~~~~~ lohn~~~ Dukel	
Title: Authorized Signatory	

State of Alaz Yerk , USA	
County of ARA York	-1m 31 N/1
This instrument was acknowledged before me on $2/2$	7//7 by <u>Mu Jubel</u> as an officer of SunEdison.
line.,	· · ·
	Signature:
(Seal, if eny)	Name: Elizabeth H. Terhove
	Title: ELIZABETH H. TERHUNE Notacy Public State of Now York

No. 01TE4942184

Qualified in New York County

Commission Expires December 4, 2018

# SUNEDISON PRODUCTS SINGAPORE PTE. LTD. By: Title: Authorized Signatory

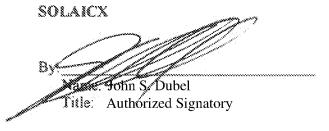
State of May York USA	
County of New York	
This instrument was acknowledged before me on 3/27/17 by signatory of SunEdison Products Singapore Ptc. Ltd.,	<u>Idaal Dobel</u> as an authorized
signatory of Sunication Products Singapore Pte. Ltd.,	
Signature	<u>, 24049</u>
(Seal, if any) Name:	Elizabeth H. Terhowe
	ELIZABETH H. TERHUNE
Title	Notary Public, State of New York
	Qualified in New York County Commission Expires December 4, 2018

# MEMC PASADENA, INC.

By John S. Dubel
Title: Authorized Signatory

State of New York , USA	
County of New York	oh le a out
This instrument was acknowledged before me on Pasadena, Inc.,	2/07//7 by 24 Vulk as an officer of MEMC
	Signature:
(Seal, if any)	Name: Elizabeth H. Terhune
	Title: El Pase run es

ELEMBETH W. TENHUNE
Notary Public, State of New York
No. 01TE4942184
Qualified in New York County
Commission Expires December 4, 2018



State of <u>New York</u> , USA County of New York	
County of <u>AM 101 K</u> This instrument was acknowledged before Inc.	me on 3/27//7 by 204 Debut as an officer of Solaicx,
	Signature 5/00
(Seal, if any)	Name Elizabeth H. Terhune
	Title: <u>FLIZABETH H. TERH</u> UNE
	Notary Public, State of New York No. 01TE4942184 Qualified in New York County Commission Expires December 4, 2018

Buyer:

# CORNER STAR LIMITED

Name: Charles Yeung

Title: Director

Country Hang Kong This instrument was acknowledged before me on	3 1 MAR 2017 by Charles Yeury as an officer of Comer
Star Limited	19
	Signature:
(Seal, if any)	Name: Fung Shui Yiu, Corinna
	Solicifor, Hong Kong SAR
	Title:

[Signature Page to Patent Assignment Agreement]

# **Exhibit A to the Patent Assignment**

All Patents (as defined in the Asset Purchase Agreement) listed in the following attachments, together with all rights in and to the inventions claimed therein, including the rights to file, prosecute, obtain issuance of, maintain and enforce foreign or international counterparts thereof and all continuations, continuations-in-part, divisions, extensions, reissues, reexaminations, reviews (including post-grant proceedings), and renewals of any of the foregoing, and other patent applications that claim the inventions claimed in such Patents and have a right of priority thereto, including all rights in any patents issuing on any of the foregoing applications.

[See Below]

[Exhibit A to Patent Assignment document] PATENT

REEL: 048263 FRAME: 0146

	T	1.1.1000=10	
METHODS FOR REDUCING DEPOSITS IN INGOT PULLER EXHUAST SYSTEMS	USA	14/802712	
METHODS FOR REDUCING DEPOSITS IN INGOT PULLER EXHUAST SYSTEMS	PCT	PCT/US2016/042433	
CRYSTAL PULLER FOR INHIBITING MELT CONTAMINATION	USA	14/857,880	
CRYSTAL PULLER FOR INHIBITING MELT CONTAMINATION	PCT	PCT/US2015/050859	
CRYSTAL PULLER FOR INHIBITING MELT CONTAMINATION	China	ТВА	
CRYSTAL PULLER FOR INHIBITING MELT CONTAMINATION	India	201717007777	
CLAMPING ASSEMBLY FOR A REACTOR SYSTEM	USA	14/709,856	
CLAMPING ASSEMBLY FOR A REACTOR SYSTEM	PCT	PCT/US2016/032071	
HEAT EXCHANGE APPARATUS	USA	14/723,572	
HEAT EXCHANGE APPARATUS	PCT	PCT/US2016/034124	
FLUID CONVEYANCE SYSTEM GASKET ASSEMBLY AND METHODS OF ASSEMBLING THE SAME	PCT	PCT/US2015/068004	
METHODS FOR PRODUCING SINGLE CRYSTAL INGOTS DOPED WITH VOLATILE DOPANTS	PCT	PCT/US2016/030209	
APPARATUS AND METHOD FOR INTRODUCING VOLATILE DOPANTS INTO A MELT	PCT	PCT/US2015/062399	
METHODS FOR SEPARATING HALOSILANES	USA	14/840,514	
METHODS FOR SEPARATING HALOSILANES	PCT	PCT/US2015/047983	
METHODS FOR SEPARATING HALOSILANES	China	TBA	
METHODS FOR SEPARATING HALOSILANES	India	201717007562	
METHODS FOR SEPARATING HALOSILANES	S.Korea	ТВА	
SYSTEMS AND METHODS FOR MODIFYING A WIRE SAW	USA	62/239594	
SYSTEMS AND METHODS FOR MODIFYING A WIRE SAW	PCT	PCT/US2016/055990	

PATENT REEL: 048263 FRAME: 0147

**RECORDED: 02/07/2019**