

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELATES TO THE DOCUMENT SUBMITTED ON JULY 18, 2017 (REEL/043030 FRAME/0139) AND INCLUDES A CONFIRMATION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>		<b>Execution Date</b>	
TECHNISCHE UNIVERSITEIT EINDHOVEN		05/21/2015	
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HANWHA Q CELLS CO., LTD.		
<b>Street Address:</b>	P.O. BOX 309		
<b>Internal Address:</b>	UGLAND HOUSE		
<b>City:</b>	GRAND CAYMAN		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-1104		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	9893215		
<b>CORRESPONDENCE DATA</b>			
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<b>ATTORNEY DOCKET NUMBER:</b>	6590-0101PUS1		
<b>NAME OF SUBMITTER:</b>	CRYSTAL L. WHITE		
<b>SIGNATURE:</b>	/Crystal L. White/		
<b>DATE SIGNED:</b>	03/11/2019		
<b>Total Attachments: 5</b>			
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Assignment agreement made and entered into this 21st of May 2015

by and between

*Technische Universiteit Eindhoven*, having its offices at Den Dolech 2, 5612 AZ Eindhoven, The Netherlands (hereinafter "TUE")

and

*Hanwha Q CELLS Co., Ltd.*, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Island (hereinafter "HQCL")

PREAMBLE:

WHEREAS, TUE has a 50 % ownership share in German Patent Application 10 2007 054384 and patent applications claiming the priority thereof and any patent issuing on any such patent application as well as any reissues, divisionals, continuations or continuations-in-part, whichever may apply (hereinafter cumulatively referred to as "IP-RIGHTS");

WHEREAS, Institut für Solarenergieforschung GmbH, with offices at Am Ohrberg 1, 31860 Emmerthal, Germany (hereinafter "ISFH"), is the co-owner of the remaining 50 % ownership share in the IP-RIGHTS;

WHEREAS, ISFH and TUE have entered into an agreement with HQCL under which HQCL received certain rights and licenses under the IP-RIGHTS (hereinafter the "IP RIGHTS AGREEMENT");

WHEREAS, HQCL is interested to acquire the ownership share of TUE in the IP-RIGHTS; and

WHEREAS, TUE is willing to assign and sell its ownership share in the IP-RIGHTS to HQCL subject to the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the covenants herein, the parties hereto agree as follows:

Article 1 - Assignment and Transfer of ownership share of TUE in IP RIGHTS

1.1. TUE, subject to fulfillment of the obligations in accordance with article 2 hereof and in accordance with Article 20 of the IP RIGHTS AGREEMENT, agrees to transfer and assign and does herewith transfer and assign its ownership share in the IP RIGHTS to HQCL, including all existing and future rights and obligations arising out of or in connection with the ownership share of TUE in the IP RIGHTS. Notwithstanding the foregoing transfer and assignment, TUE shall be entitled to use the IP RIGHTS for non commercial research and educational purposes.

- 1.2. HQCL herewith accepts the transfer and assignment of the ownership share from TUE and agrees to take over all existing and future rights and obligations arising out of or in connection with the ownership share of TUE in the IP RIGHTS.
- 1.3. HQCL further agrees, to the extent not already included in the acceptance in accordance with article 1.2. hereof, and in fulfillment of the requirement of Article 20 of the IP RIGHTS AGREEMENT, to assume all rights and obligations of TUE under the IP RIGHTS AGREEMENT.
- 1.4. HQCL and TUE shall cooperate and assist each other in effecting the execution of the necessary documents to have HQCL registered as successor of TUE as co-owner of the IP-RIGHTS in the registries of the countries where IP RIGHTS exist.
- 1.5. The costs incurred for changes in the registry in accordance with Article 1.4. shall be borne by HQCL.

#### Article 2 - Consideration for Transfer and Assignment of Co-Ownership in IP RIGHTS

- 2.1. As partial consideration for the transfer and assignment in accordance with article 1.1. hereof, HQCL agrees to pay to TUE a lump sum of [REDACTED] within sixty (60) days after receipt of a respective invoice from TUE or within sixty (60) days after execution of this agreement by the last of the parties hereto, whichever event occurs later.
- 2.2. As further partial consideration for the transfer and assignment in accordance with article 1.1. hereof, HQCL agrees to pay to TUE a research grant [REDACTED] within sixty (60) days after receipt of a respective invoice from TUE or within sixty (60) days after execution of this agreement by the last of the parties hereto, whichever event occurs later.
- 2.3. The payments in accordance with Article 2.1. and 2.2. shall be a net payment free on any bank or transfer charges and free of any taxes or other transfer duties, except income tax levied on the payments, which has to be borne by TUE.
- 2.4. The payment shall be made by HQCL after receipt of a respective invoice from TUE and to an account to be indicated by TUE in the invoice.
- 2.5. As further partial consideration for the transfer and assignment in accordance with article 1.1. hereof, HQCL agrees to enter into a research or development project with TUE to be jointly defined by the parties, under which HQCL shall make a total payment [REDACTED] TUE. The parties will enter into a respective cooperation agreement in due course.

#### Article 3 - Miscellaneous

- 3.1. The IP RIGHTS are assigned to HQCL as is without any assurance or warranty whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way including but not limited fitness for purpose, quality, freedom from defects or errors,

enforceability of intellectual property rights or ability to register as a patent in any particular jurisdiction or that any patent application will proceed to grant.

Nothing in this Agreement shall be construed as warranty given by TUE that the IP RIGHTS shall not infringe intellectual property rights of third parties. TUE is not liable for any loss or damage incurred by Company or by third parties arising out of the use and/or the exploitation of the IP RIGHTS save for the gross error or negligence on the part of TUE. HQCL safeguards TUE against any claim of third parties arising out of the use and/or exploitation of the IP RIGHTS.

3.2. This agreement shall be subject to the laws of Germany, excluding its conflict of law provisions.

3.3. The parties shall use their best endeavors to amicably settle any dispute arising out of or in connection with this agreement out of court. Should this not be possible, the matter in dispute shall be submitted to the jurisdiction of the Düsseldorf county court handling IP infringement matters.

3.4. Should any provision of this agreement be or become invalid or unenforceable or should the agreement contain an omission, the validity or enforceability of the remaining provisions shall not be affected. The parties will use their best efforts to replace an invalid provision or to remedy an omission by a provision which economically comes closest to the original intent of the parties when entering into this agreement.

3.5. Any amendment or modification of this agreement, including any modification of this clause itself, shall only be valid and binding on either party if executed in writing and duly signed by authorized representatives of the parties.

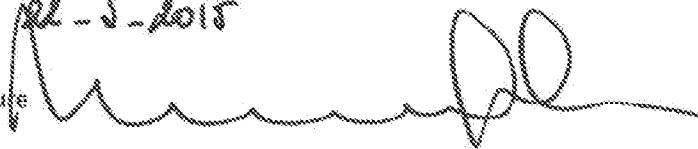
3.6. The PARTIES hereto agree to keep this agreement as well as any provision thereof confidential and neither PARTY shall disclose any information in this regard to any THIRD PARTY without the prior written consent of all PARTIES.

Technische Universiteit Eindhoven

Date:

22-5-2015

Signature

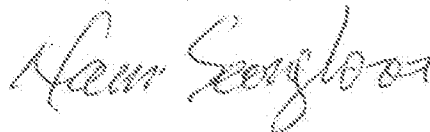


Hanwha Q CELLS Co., Ltd.

Date:

2015. 05. 21

Signature



HAN100009V

TUE Assignment V001

## CONFIRMATION

WHEREAS, Technische Universiteit Eindhoven, a technical university with an address at Den Dolech 2, 5612 AZ Eindhoven, The Netherlands (hereinafter "TUE"), entered into an agreement made on May 21, 2015 (hereinafter "2015 Agreement") with Hanwha Q CELLS Co., Ltd., a company incorporated under the laws of Cayman Islands with an address at P.O. Box 309 Ugland House, South Church Street, George Town, Grand Cayman, KY1-1104, Cayman Islands (hereinafter "HQC-CL"), said 2015 Agreement pertaining in part to the patents and patent applications identified in provision 1 of this Confirmation;

WHEREAS, effective January 16, 2019, HQC-CL merged with Hanwha Solar Holdings Co., Ltd., with the latter company surviving the merger and being renamed to Hanwha Q CELLS Co., Ltd. with an address at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005, Cayman Islands (hereinafter "Signatory"), and all rights, property of every description (including choses in action), and the business, undertaking, goodwill, benefits, immunities and privileges of HQC-CL before the merger (hereinafter "Property") were vested in Signatory after the merger;

WHEREAS, Hanwha Q CELLS & Advanced Materials Corporation, a corporation organized under the laws of Republic of Korea with an address at 86 Cheonggyecheon-ro, Jung-gu, Seoul, Korea, 04541 (hereinafter "HQC-AMC"), received the entire right, title, and interest in and to the patents and patent applications identified in provision 1 of this Confirmation from and through previous owners of said patents and patent applications; and

WHEREAS, HQC-AMC is desirous of holding and confirming that it holds the entire right, title, and interest in and to the patents and patent applications identified in provision 1 of this Confirmation.

### NOW, THEREFORE:

- I. The following are hereinafter collectively referred to as "IP Rights":
  - (a) DE Patent Application No. 10 2007 054 384.2, filed November 14, 2007, and the inventions disclosed therein;
  - (b) International Patent Application No. PCT/EP2008/065067, filed November 6, 2008, and the inventions disclosed therein;
  - (c) U.S. Patent No. 9,893,215 (issued from U.S. Patent Application No. 12/742,818, which is the U.S. national phase of PCT/EP2008/065067), the inventions disclosed therein, and any reissue of U.S. Patent No. 9,893,215; and
  - (d) any and all applications claiming priority to or claiming the benefit of any of the foregoing patents and applications, including any and all direct and indirect divisions, continuations, and continuations-in-part, and any and all letters patents that may be granted therefore and thereon, and reissues, reexaminations and extensions.

2. Signatory hereby confirms that:

(a) Pursuant to the 2015 Agreement, TUE irrevocably assigned, transferred, and conveyed to HQC-CL all right, title, and interest—including the right to claim priority, and the rights to sue for past infringement and to collect past damages—in the IP Rights that TUE had or may have had;

(b) Notwithstanding the assignment described in provision 2(a) above, pursuant to the 2015 Agreement, TUE is permitted to use the IP Rights for non-commercial research and educational purposes; and

(c) With respect to the IP Rights, the purposes of the 2015 Agreement were: for TUE to assign all of its rights, title, and interest in the IP Rights to HQC-CL, without TUE retaining any right, title, or interest in such IP Rights, and to permit TUE's use of the IP Rights for non-commercial research and educational purposes after said assignment.

3. This Confirmation document shall be interpreted in accordance with and governed by the laws of the State of New York, without giving effect to the principles of conflict of laws of New York.

For Signatory:

Date: March 6, 2019

  
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Jung Pyo Seo, Director

Hanwha Q CELLS Co., Ltd., a company with an address at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005, Cayman Islands