

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5515833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DR. HAMZA YILMAZ	05/09/2019
RECEIVING PARTY DATA	
Name:	IPOWER SEMICONDUCTOR
Street Address:	7530 PRESTWICK COURT
City:	GILROY
State/Country:	CALIFORNIA
Postal Code:	95020
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16290834
CORRESPONDENCE DATA	
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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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NAME OF SUBMITTER:	DAVID ACHTERKIRCHEN
SIGNATURE:	/David Achterkirchen/
DATE SIGNED:	05/09/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into as of May 1, 2019 (the "Effective Date") by and between Hamza Yilmaz ("Inventor") and iPower Semiconductor, a California corporation (the "Company"), with reference to the following facts:

- A. Inventor is a co-founder of the Company.
- B. Inventor has previously filed two patent applications with the United States patent and Trademark Office (the "Filed Patent Applications").
- C. Inventor has one more patent to be applied in May 2019, final stages of the review to file, but not yet filed, patent applications (the "Unfiled Patent").
- D. Inventor desires to assign the Filed Patent Applications to the Company, on the terms and conditions hereinafter set forth.
- E. Inventor desires to take the necessary steps to ensure that the patent application for the Unfiled Patent will be filed as soon as practicable after the date hereof and will designate the Company as the Assignee of said patent application, on the terms and conditions hereinafter set forth.
- F. The Company desires to accept the foregoing assignments and to compensate Inventor for the transfer of the intellectual property to it contemplated hereby, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Filed Patent Applications. Following sets forth information regarding the Filed Patent Applications:

Title	Application No.	Filing Date
Self-Aligned Trench MOSFET Structures and Methods	16290834	March 1, 2019
Small Pitch Super Junction MOSFET Structure and Methods	16391197	April 22, 2019

As soon as practicable after the condition precedent set forth in Section 5 hereof has been satisfied, Inventor hereby agrees to execute an assignment of the Filed Patent Applications in favor of the Company.

2. The Unfiled Patent. Following sets forth information regarding the Unfiled Patent:

Title
Thermally Grown IPO Type SGT MOSFET's Devices
To be filed in May 2019

3. Patent Applications.

3.1 The Company will cause to be filed the one patent application corresponding to the Unfiled Patent as soon as practicable after the condition precedent set forth in Section 5 hereof has been satisfied.

3.2 The Company shall pay for the filing and prosecution of all patent applications related to the Filed Patent Applications and the Unfiled Patent, including but not limited to continuations and divisionals thereof, and all filings thereof in any foreign jurisdiction.

3.3 Inventor agrees that the Company shall be the assignee of, and shall have full ownership of, all of the patent applications and patents resulting therefrom referred to in Section 3.2 above.

4. Payment. The Company will compensate Inventor for the intellectual property to be transferred to it pursuant to this Agreement as follows:

4.1 The Company will pay to Inventor the sum of sixty Thousand Dollars (\$60,000) as soon as practicable after the condition precedent set forth in Section 5 hereof has been satisfied.

4.2 The Company will reimburse Inventor the filing fees for the two patents which are already filed, and the Company will pay filing expenses of the Unfiled Patent.

4.3 The Company will pay to Inventor (x) the sum of Eighty-five Thousand Dollars (\$85,000) as soon as practicable after the issuance of the first patent to be issued corresponding to each of the three patent applications referred to in Section 1 and section 2 above (for a total of \$255,000)

For the avoidance of doubt, no further payments will be owing to Inventor with respect to all patents if any issued after the first patent corresponding to a Filed Patent Application or an Unfiled Patent, as the case may be, so that the maximum amount to be paid to Inventor pursuant to this Section 4.3 shall be Two Hundred Fifty-Five Thousand Dollars (\$255,000).

5. Condition Precedent. This Agreement will become effective and enforceable against the parties hereto if, and only if, the Company has raised a minimum of \$500,000 from one or more outside investors no later than July 31, 2019. If the Company has not raised a minimum of \$500,000 from one or more outside investors on or before July 31, 2019, this Agreement shall be terminated on July 31, 2019, and neither party shall have any rights against or obligations to the other party.

