

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5518255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
EMCORE CORPORATION			08/31/2006
RECEIVING PARTY DATA			
Name:	GELCORE, LLC		
Street Address:	1975 NOBLE ROAD, BLDG. 338, NELA PARK		
City:	EAST CLEVELAND		
State/Country:	OHIO		
Postal Code:	44112		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7358539		
Patent Number:	6746889		
Patent Number:	7385229		
CORRESPONDENCE DATA			
Fax Number:	(214)932-6499		
<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>			
Phone:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	DARREN COLLINS		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2068080-0001		
NAME OF SUBMITTER:	STEPHANIE HERNANDEZ		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	05/10/2019		
Total Attachments: 7			
source=Emcore to Gelcore Assignment#page1.tif			
source=Emcore to Gelcore Assignment#page2.tif			
source=Emcore to Gelcore Assignment#page3.tif			

source=Emcore to Gelcore Assignment#page4.tif

source=Emcore to Gelcore Assignment#page5.tif

source=Emcore to Gelcore Assignment#page6.tif

source=Emcore to Gelcore Assignment#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, is dated as of August 31, 2006 ("Assignment") by Emcore Corporation, a New Jersey corporation, ("Assignor") in favor of GELcore, LLC, a Delaware limited liability company ("Assignee") and together with Assignor, the "Parties," and each individually a "Party").

WHEREAS, the Assignor and General Electric Company, a New York corporation ("GE"), have formed the Assignee pursuant to a Transaction Agreement, dated January 20, 1999, as amended as of January 20, 1999 (the "Transaction Agreement") pursuant to which Assignor owns a 49% membership interest in Assignee and GE owns the remaining 51% membership interest in Assignee;

WHEREAS pursuant to the Transaction Agreement, Assignor, GE (acting through GE Lighting), and Assignee entered into the Intellectual Property License Agreement, dated as of January 20, 1999, as amended as of January 20, 1999 (the "Intellectual Property License Agreement") pursuant to which, among other things, Assignor licensed certain Intellectual Property to Assignee, including the Transferred Intellectual Property (as defined below); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Transferred Intellectual Property (as defined below) on the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms, conditions, covenants and provisions of this Assignment, the Parties mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definition of Transferred Intellectual Property:
"Transferred Intellectual Property" shall mean the intellectual property specifically set forth on Schedule A to this Assignment, all inventions disclosed therein and all divisions, continuations, continuations-in-part, reissues and reexaminations thereof and all foreign counterparts thereto. By way of clarification, Transferred Intellectual Property shall not include any patents or patent applications as to which any intellectual property set forth on Schedule A claims, or may claim, priority unless such parent patents or patent applications are also specifically set forth in Schedule A.

ARTICLE II ASSIGNMENT; FURTHER ASSURANCES

Section 2.1 Assignment. Assignor does hereby assign, transfer, set over, and deliver to Assignee free and clear of all encumbrances, licenses and other similar rights, all of Assignor's right, title, and interest throughout the world in, to and under all Transferred Intellectual Property, including, without limitation, the patents and patent applications listed in Schedule A to this Assignment, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or dilutions thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Transferred Intellectual Property, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

Section 2.2 Further Assurances. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may request to effectuate fully this Assignment and to enable this Assignment to be recorded in any and all jurisdictions throughout the world.

ARTICLE III MISCELLANEOUS

Section 3.1 Entire Agreement. This Assignment contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. This Assignment supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

Section 3.2 Governing Law. The interpretation and construction of this Assignment, and all matters relating hereto, shall be governed by the Laws of the State of New York applicable to agreements executed and to be performed solely within such State, including Section 5-1401 of the New York General Obligations Law.

Section 3.3 Descriptive Headings. The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment. All section references contained in this Assignment are to sections of this Assignment, except where the context requires otherwise.

Section 3.4 Notices. Any notice or other communication required or permitted under this Assignment shall be deemed to have been duly given (i) five (5) business days following deposit in the mails if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission, if receipt thereof is confirmed by telephone, (iii) when delivered, if delivered personally to the intended recipient and (iv) two (2) business days following deposit with a nationally recognized overnight courier service, in each case addressed as follows:

(i) if to Assignor to:

Emcore Corporation
145 Belmont Drive
Somerset, New Jersey 08873

Telephone: (732) 302-4077
Facsimile: (732) 302-9783
Attn: Howard W. Brodie, Esq.

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
Telephone: (650) 470-4630
Facsimile: (650) 470-4570
Attn: Marc R. Packer, Esq.

and

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telephone: (212) 735-3000
Facsimile: (212) 735-2000
Attn: Thomas H. Kennedy, Esq.

(ii) if to Assignee, to:

GELcore, LLC
6180 Halle Drive
Valley View, Ohio 44125
Telephone: (216) 606-6555
Facsimile: (216) 606-6599
Attn: President
With a copy to:

General Electric Company
GE Consumer & Industrial
Appliance Park, AP2-226
Louisville, KY 40225
Facsimile: (502) 452-0309
Attn: General Counsel

or such other address or number as shall be furnished in writing by any such Party.

Section 3.5 Invalid Provisions. If any term, provision, agreement, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original

intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.


Section 3.6 Amendments. This Assignment may not be changed, and any of the terms, covenants, representations, warranties and conditions cannot be waived, except pursuant to an instrument in writing signed by Assignor and Assignee or, in the case of a waiver, by the Party waiving compliance.

Section 3.7 Third Party Beneficiaries. Each Party hereto intends that this Assignment shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties hereto.

Section 3.8 Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one instrument. The facsimile transmission or retransmission of any original signed counterpart to this Assignment or any document or agreement contemplated hereby (including any amendment hereto or thereto) shall be deemed to be delivery of an original counterpart thereof for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on their behalf as of the day and year first above written.

ASSIGNOR
EMCORE Corporation

By: 
Name: Howard W. Brodie
Title: Executive Vice President

ASSIGNEE
GELcore, LLC

By: _____
Name: David Elien
Title: President

Signature Page to IP Assignment

STATE OF New Jersey)
) SS.
COUNTY OF Somerset)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Howard Brodie, known to me to be the Executive Vice President of EMCORE Corporation appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31st day of August, 2006.

Silvia Gentile
Notary Public

My commission expires: _____

SILVIA GENTILE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 1, 2007

SCHEDULE A TO ASSIGNMENT OF INTELLECTUAL PROPERTY

Patents and Applications

US Patents

6,746,889 Optoelectronic Device with Improved Light Extraction (LED Substrate Removal)

6,958,498 Novel optimized contact design for flip chip

Patent Applications

20040182914 10/249,163 Flip-chip light emitting diode with a thermally stable multiple layer reflective p-type contact

20040201110 10/249,436 Flip-chip light emitting diode with indium-tin-oxide based reflecting contacts

11/482,362 Flip-Chip Light Emitting Diode with a Thermally Stable Multiple Layer Reflective P-type Contact.

intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

Section 3.6 Amendments. This Assignment may not be changed, and any of the terms, covenants, representations, warranties and conditions cannot be waived, except pursuant to an instrument in writing signed by Assignor and Assignee or, in the case of a waiver, by the Party waiving compliance.

Section 3.7 Third Party Beneficiaries. Each Party hereto intends that this Assignment shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties hereto.

Section 3.8 Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one instrument. The facsimile transmission or retransmission of any original signed counterpart to this Assignment or any document or agreement contemplated hereby (including any amendment hereto or thereto) shall be deemed to be delivery of an original counterpart thereof for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on their behalf as of the day and year first above written.

ASSIGNOR
EMCORE Corporation

By: _____
Name: Howard W. Brodie
Title: Executive Vice President

ASSIGNEE
GELcore, LLC

By: David Elie
Name: David Elie
Title: President

Signature Page to IP Assignment