

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6104591

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEPHAN STUTTERHEIM	09/23/2018
ANDREAS BOGLI	04/07/2020
IVAN SINICCO	10/12/2015
SATISH PALIKA	08/07/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FLISOM AG
<b>Street Address:</b>	GEWERBESTRASSE 16,
<b>City:</b>	NIEDERHASLI
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	8155
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16067089
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)623-4846
<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>	
<b>Email:</b>	psdocketing@pattersonsheridan.com, lrogan@pattersonsheridan.com
<b>Correspondent Name:</b>	PATTERSON & SHERIDAN LLP
<b>Address Line 1:</b>	24 GREENWAY PLAZA
<b>Address Line 2:</b>	SUITE 1600
<b>Address Line 4:</b>	HOUSTON, TEXAS 77046
<b>ATTORNEY DOCKET NUMBER:</b>	FLSM/0023USP
<b>NAME OF SUBMITTER:</b>	JOSEPH J. STEVENS
<b>SIGNATURE:</b>	/Joseph J. Stevens/
<b>DATE SIGNED:</b>	05/13/2020
<b>Total Attachments: 12</b>	
source=FLSM_0023USP Assignment as filed#page1.tif	
source=FLSM_0023USP Assignment as filed#page2.tif	
source=FLSM_0023USP Assignment as filed#page3.tif	

source=FLSM\_0023USP Assignment as filed#page4.tif  
source=FLSM\_0023USP Assignment as filed#page5.tif  
source=FLSM\_0023USP Assignment as filed#page6.tif  
source=FLSM\_0023USP Assignment as filed#page7.tif  
source=FLSM\_0023USP Assignment as filed#page8.tif  
source=FLSM\_0023USP Assignment as filed#page9.tif  
source=FLSM\_0023USP Assignment as filed#page10.tif  
source=FLSM\_0023USP Assignment as filed#page11.tif  
source=FLSM\_0023USP Assignment as filed#page12.tif

## ASSIGNMENT FOR APPLICATION FOR PATENT WITH DECLARATION STATEMENT

WHEREAS:

Names and Addresses of Inventors:

1)	Stephan <b>STUTTERHEIM</b> Frohheimstrasse 2 Wallisellen, CH-8852	2)	Andreas <b>BOGLI</b> Reiherweg 17 Vogelsang, CH-5412
3)	Ivan <b>SINICCO</b> Churerstrasse 58 Altendorf, CH-8852	4)	Satish <b>PALIKA</b> Altachenstrasse 5 Zofingen, CH-4800

(hereinafter referred to as Assignors), have invented a certain invention entitled:

### FLEXIBLE PHOTOVOLTAIC APPARATUS

enclosed herewith or for which application for Letters Patent in the United States was filed on  
June 28, 2018 under Serial No. 16/067,089; and

WHEREAS, **FLISOM AG**, a Swiss Corporation, having a place of business at Gewerbestrasse 16, Niederhasli 8155 Switzerland (hereinafter referred to as Assignees), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignees:

1. Said Assignors hereby sell, assign, transfer and convey to Assignees the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority

proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignees.

3. The term and covenants of this agreement shall inure to the benefit of said Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. In the event that the filing date and/or Application No. of said Invention are not entered above at the time Assignors execute this document, and if such information is deemed necessary, Assignors hereby authorize and request the attorney/agent(s) of **Patterson & Sheridan, LLP**, to insert above the filing date and/or Application No. of said application.

6. This declaration is directed to the attached application, or (if following box is checked):

☒ [ x ] United States application or PCT international application number  
16/067,089 filed on June 28, 2018 .

As a below named inventor, I hereby declare that:


The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and

I acknowledge that any willful false statement made in this declaration is punishable under section 1001 of title 18 by fine or imprisonment of not more than 5 years, or both.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignees on the dates indicated below.

1) 23.09.2018 (DATE)

  
Stephan **STUTTERHEIM**

2) (DATE)

Andreas **BOGLI**

3) (DATE)

Ivan **SINICCO**

4) (DATE)

Satish **PALIKA**

# **ASSIGNMENT FOR APPLICATION FOR PATENT WITH DECLARATION STATEMENT**

WHEREAS:

Names and Addresses of Inventors:

1)	Stephan <b>STUTTERHEIM</b> Frohheimstrasse 2 Wallisellen, CH-8852	2)	Andreas <b>BOGLI</b> Reiherweg 17 Vogelsang, CH-5412
3)	Ivan <b>SINICCO</b> Churerstrasse 58 Altendorf, CH-8852	4)	Satish <b>PALIKA</b> Altachenstrasse 5 Zofingen, CH-4800

(hereinafter referred to as Assignors), have invented a certain invention entitled:

## **FLEXIBLE PHOTOVOLTAIC APPARATUS**

enclosed herewith or for which application for Letters Patent in the United States was filed on  
June 28, 2018 under Serial No. 16/067,089; and

WHEREAS, **FLISOM AG**, a Swiss Corporation, having a place of business at Gewerbestrasse 16, Niederhasli 8156 Switzerland (hereinafter referred to as Assignees), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignees:

1. Said Assignors hereby sell, assign, transfer and convey to Assignees the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree that said Assignees are free to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries, and thus allow the Assignees to (a) prosecute any of said applications; (c) file and prosecute substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) file and prosecute applications for reissuance of any of said Patents; (e) enter into any interference or other priority proceedings involving said Invention; and (f) enter into any legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The term and covenants of this agreement shall inure to the benefit of said Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. In the event that the filing date and/or Application No. of said invention are not entered above at the time Assignors execute this document, and if such information is deemed necessary, Assignors hereby authorize and request the attorney/agent(s) of **Patterson & Sheridan, LLP**, to insert above the filing date and/or Application No. of said application.

6. This declaration is directed to the attached application, or (if following box is checked):

☒ United States application or PCT international application number  
16/067,089 filed on June 28, 2018

As a below named inventor, I hereby declare that:

The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and

I acknowledge that any willful false statement made in this declaration is punishable under section 1001 of title 18 by fine or imprisonment of not more than 5 years, or both.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignees on the dates indicated below.

1)	_____ (DATE)	Stephan STUTTERHEIM
2)	<u>7.6.2018</u> (DATE)	Andreas BOGLI
3)	_____ (DATE)	Ivan SINICCO
4)	_____ (DATE)	Satish PALIKA

**ASSIGNMENT FOR APPLICATION FOR PATENT  
WITH DECLARATION STATEMENT**

WHEREAS:

Names and Addresses of Inventors:

1)	Stephan <b>STUTTERHEIM</b> Frohheimstrasse 2 Wallisellen, CH-8852	2)	Andreas <b>BOGLI</b> Reiherweg 17 Vogelsang, CH-5412
3)	Ivan <b>SINICCO</b> Churerstrasse 58 Altendorf, CH-8852	4)	Satish <b>PALIKA</b> Altachenstrasse 5 Zofingen, CH-4800

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**FLEXIBLE PHOTOVOLTAIC APPARATUS**

enclosed herewith or for which application for Letters Patent in the United States was filed on  
June 28, 2018 under Serial No. 16/067,089; and

WHEREAS, **FLISOM AG**, a Swiss Corporation, having a place of business at Gewerbestrasse 16, Niederhasli 8155 Switzerland (hereinafter referred to as Assignees), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignees:

1. Said Assignors hereby sell, assign, transfer and convey to Assignees the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority

proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignees.

3. The term and covenants of this agreement shall inure to the benefit of said Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. In the event that the filing date and/or Application No. of said Invention are not entered above at the time Assignors execute this document, and if such information is deemed necessary, Assignors hereby authorize and request the attorney/agent(s) of **Patterson & Sheridan, LLP**, to insert above the filing date and/or Application No. of said application.

6. This declaration is directed to the attached application, or (if following box is checked):

☒ United States application or PCT international application number  
16/067,089 filed on June 28, 2018.

As a below named inventor, I hereby declare that:

The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and

I acknowledge that any willful false statement made in this declaration is punishable under section 1001 of title 18 by fine or imprisonment of not more than 5 years, or both.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignees on the dates indicated below.

1) \_\_\_\_\_ (DATE) \_\_\_\_\_  
Stephan **STUTTERHEIM**

2) \_\_\_\_\_ (DATE) \_\_\_\_\_  
Andreas **BOGLI**

3) \_\_\_\_\_ (DATE) \_\_\_\_\_  
Ivan **SINICCO**

4) August 7, 2018 (DATE) \_\_\_\_\_  
Satish **PALIKA**



Assignment Information Sheet

In re Patent Application of:  
Stephan STUTTERHEIM

Serial No.: 16/067,089

Confirmation No.: 7038

Filed: January 4, 2017

For: FLEXIBLE PHOTOVOLTAIC APPARATUS

The attached employment agreement represents the assignment of the above identified Patent Application, from the inventor, Mr. Ivan Sinicco, to Flisom AG, a Swiss Corporation, having a place of business at Gewerbestrasse 16, Niederhasli 8155 Switzerland.

  
Fachri Atamny  
Chief Technology Officer  
Flisom AG

Authorized to act on behalf of Applicant:

  
Marc Kaelin  
Deputy Chief Executive Officer  
Flisom AG  
Gewerbestrasse 16  
Niederhasli 8155 Switzerland



## AGREEMENT

Between **FLISOM AG** (hereinafter referred to as "Employer")  
Gewerbstrasse 16  
H-8155 Niederhasli  
Switzerland

and **Sin-Up GmbH** (hereinafter referred to as "Consultant")  
Churerstrasse 58  
8852 Altendorf (SZ)

(Mr. Ivan Sinicco)

Date of joining the Company: 12.10.2015

the following consulting agreement is concluded:

### Preamble

The Consultant is aware that he is granted access to trade secrets as well as information on the employees and customers of the Employer due to his employment and that he may only use this knowledge to the advantage of the Employer and that any other use of this knowledge may severely harm the Employer.

### 1. Scope of Activity, Place of Work

The Consultant shall be working as Consultant and Head - Back End Operational. The specific tasks are described in an attached task list which will be updated per company requirement.

The main place of work shall be the Employer's office in Niederhasli and Dübendorf, Switzerland. The Employer reserves the right to assign other tasks to the Consultant and to deploy him at another location, after written agreement with the Consultant.

### 2. Duty of Due Diligence and Good Faith

The Consultant shall be obligated to diligently carry out the tasks assigned to him according to his position and the customs of the trade in good faith and for the benefit of the Employer. He shall report any problems and shortcomings he becomes aware of and shall help to overcome them. He shall use any working tools diligently and professionally.

### 3. Onset, Duration

The engagement begins on 12.10.2015. The workload is 3 days per week, however occasionally the number of working days per week may have to be increase to meet given requirements. This possibility applies only if no damage arises to other Consultant activities outside Flisom.

**4. Time of Probation**

The time of probation shall be one months. During that time, the agreement contract may be terminated by both parties with a notice period of seven days. Notice shall be given in writing.

**5. Termination**

The agreement can be terminated by the end of any month by both parties. The notice period shall be two months. Notice shall be given in writing.

**6. Compensation**

The compensation shall be CHF 000 per working day, all inclusive.

Any gratifications, premiums, bonuses and other payments made without any written agreement are in the sole discretion of the Employer and shall neither constitute a past nor future legal entitlement of the Consultant, even if the payments were made repeatedly and without express reservation of the voluntary nature.

**7. Insurance Premiums, Child Allowances**

Not applicable with this agreement

**8. Expenses**

Additional expenses shall be reimbursed according to the stipulations of the staff regulations.

**9. Working Time**

The number of required working days can be done when suitable to the Consultant and the progress of work. Generally working days will be from Monday through Friday with exceptions at the weekends. A working day is considered to be at least 8.5h.

**10. Extra Work**

Not applicable with this agreement

**11. Holidays**

Not applicable with this agreement

**12. Public Holidays**

Public holidays depend on local customs at the place of work.

**13. Free Time**

In case of personal matters that cannot be delayed, the Consultant shall be granted free time.

**14. Incapability of Carrying out the Work**

If the Consultant is not able to carry out his scheduled work he shall inform the Employer as soon as possible for him.

**15. Occupational Benefit Plan**

Not applicable with this agreement

**16. Secondary Employment**

Any other activity that will reduce the Consultant's capability to work or is related to the interests of the Employer shall require prior written information.

Publications and/or lectures on matters related to the interests of the Employer are generally permitted. However, the Consultant must present the respective documents to the Employer in advance for approval.

### 17. Secrecy

The Consultant has access to Employer secrets. He undertakes to maintain complete silence about them for the duration of the employment relationship and after its termination.

In particular, the Consultant undertakes to neither exploit, forward to third parties nor use confidential facts or trade secrets he learns in connection with the employment relationship. This shall remain in force after the employment relationship is terminated and shall also apply to protected and secret data of third parties that come to the Consultant's knowledge within the framework of this contract.

This obligation to confidentiality and secrecy includes in particular all business relationships, client addresses, conditions, prices and calculations, manufacturing processes, formulas, developments, experiments and know-how of any kind, records on data processing, organisation and programmes, computer programmes, application suites, documents, drawings, photos, files, correspondence etc. that are the sole property of the Employer, irrespective of whether they were created by the Consultant.

On his last working day, the Consultant shall return all documents and notes including project descriptions, files, reports or other documents that were created due to the Consultant's service period with the Employer or came into his possession to the Employer without request.

The Employer may partially release the Consultant from his obligation to secrecy; such release must be express and in writing. Formerly secret or confidential knowledge, data, information or similar that were made known at the instigation of the Employer shall not fall under the obligation to secrecy.

If this provision is violated, the usual compensation for damages shall be the consequence. The right to instant dismissal shall be reserved.

### 18. Non-competition Clause

During the employment relationship and during three years after its termination, the Consultant shall refrain from engaging, directly or indirectly, in any competitive activity anywhere in the world. In particular, the Consultant shall refrain from, individually or together with others, as manager, agent, Consultant or otherwise, performing services for a company active in the field of developing, commercializing, manufacturing or selling thin film based solar cells or modules of  $\text{Cu}(\text{Al}, \text{In}, \text{Ga})(\text{S}, \text{Se})_2$  compound semiconductors. He further refrains from, directly or indirectly, participating in any such company or establishing such a company or from soliciting employees, customers or suppliers of the Employer.

If this non-competition clause is violated, the Consultant shall pay the Employer a contractual penalty amounting to 25% of the annual gross compensation last received (three monthly compensations) and shall additionally compensate the Employer for any resulting damages. Furthermore, the Employer shall be entitled to demand that the violating situation is rectified.

### 19. Inventions

Any inventions or designs that the Consultant creates alone or in collaboration with others in the course of his work for the Employer and while fulfilling his contractual obligations or that he contributes to shall belong to the Employer. This shall apply irrespective of the time or place the creative work was carried out as well as of the protectability of the invention or the design. The Employer shall not be obliged to pay any special remuneration.

The Employer reserves the right to purchase any inventions or designs that the Consultant created in the course of his work for the Employer but not fulfilling his contractual obligations. The

same shall apply to any inventions and designs that are not work related and are created by the Consultant during the employment relationship but not while fulfilling his contractual obligations or performing his work if such inventions and designs are connected with the area of business of Flisom AG (development, production and distribution of thin film flexible solar modules). In such cases, the Consultant shall notify the Employer in writing; the Employer shall communicate within six months in writing whether the invention and/or design is released. If the invention or design is not released to the Consultant, the Employer shall pay an adequate special remuneration.

## 20. Other Intellectual Property Rights

Intellectual property rights in this paragraph refer to copyrighted works including computer programmes, multi media products and data bases as well as trade secrets, know-how, trademarks, domain names and other naming or labelling rights.

If the Consultant creates any intellectual property or contributes to its creation in the field of developing, commercializing, manufacturing or selling thin film based solar cells or modules of  $\text{Cu}(\text{Al}, \text{In}, \text{Ga})(\text{S}, \text{Se})_2$  compound semiconductors, he shall immediately inform the Employer in writing. On principle, any transferable rights connected to intellectual property rights shall be deemed as transferred to the Employer without time or territory restrictions, unless such rights already belong to the Employer according to a legal provision. In particular all rights according to articles 9 to 11 *Urheberrechtsgesetz* (Swiss copyright law) shall be deemed transferred.

If the Consultant created the intellectual property and/or contributed to its creation while performing his work or fulfilling his contractual obligations, the Employer shall not be liable to pay any special remuneration.

The Consultant shall be obligated to do anything necessary for the transferral of the rights both during the employment relationship and after its termination.

## 21. Final Provisions

Any changes to this contract or the regulations listed below shall only be valid if they are made in writing and signed by both parties.

The following regulations constitute an integral part of this contract:

- Job description including list of tasks with milestones.
- Respecting FLISOM AG staff regulations

For any issues not regulated in this contract, the staff regulations or other annexes Swiss law, in particular the Swiss Code of Obligations (OR), shall apply. If one or several of the provisions in this contract are invalid in full or in part, this shall not affect the validity of the remaining provisions.

The competent court for any claims pursuant to employment law shall be the court at the domicile or office of the defending party or at the place where the Consultant usually carries out his work (Swiss Code of Civil Procedure (ZPO), article 34).



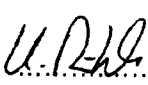
This contract was executed in two copies.

**With his signature, the Consultant confirms having received and read this employment contract and the regulations listed and agrees to their content.**

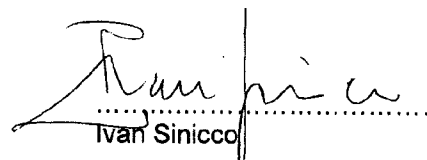
Niederhasli, 11.09.2015

12/10/2015

Place, Date

  
FLISOM AG  
Ulfert Rühle

  
Marc Kaelin

  
Ivan Sinicco