

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6113870

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BOE TECHNOLOGY GROUP CO., LTD.		01/21/2020
RECEIVING PARTY DATA		
Name:	CLEARINK DISPLAYS, INC.	
Street Address:	4020 CLIPPER COURT	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94538	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	15720135	
Patent Number:	10317773	
Application Number:	15715208	
Application Number:	15717603	
Application Number:	15677875	
Application Number:	15736746	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6193577708	
Email:	helenyuzhang@zhonglun.com	
Correspondent Name:	ZHONG LUN LAW FIRM	
Address Line 1:	1717 KETTNER BLVD SUITE 200	
Address Line 4:	SAN DIEGO, CALIFORNIA 92101	
NAME OF SUBMITTER:	HELEN ZHANG	
SIGNATURE:	/Helen Zhang/	
DATE SIGNED:	05/19/2020	
Total Attachments: 15		
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COOPERATION AGREEMENT

(Agreement No.: BOE 99713)

This COOPERATION AGREEMENT (this "Agreement") is entered into as of the Effective Date (hereinafter defined) by and between BOE Technology Group Co., Ltd., Uniform Social Credit Code: 911100001011016602, a Chinese corporation, having a place of business at No.12, Xihuanzhong Road, BDA, Beijing, 100176, People's Republic of China ("BOE"), and CLEARink Displays, Inc., an U.S. corporation, having a place of business at 4020 Clipper Court, Fremont, CA 94538, USA ("CLEARink"). BOE and CLEARink hereafter are collectively referred to as the "Parties" and individually as a "Party".

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WHEREAS, CLEARink develops reflective display modules, including Total Internal Reflection-Based Electrophoretic Image Displays (as defined below);

WHEREAS, CLEARink and BOE's Affiliate Chengdu BOE Optoelectronics Technology Co., Ltd., Uniform Social Credit Code: 915101000675366488, ("Chengdu BOE") entered into Confidential Information Nondisclosure Agreement effective on May 14th, 2015; CLEARink, Merck KGaA, and Chengdu BOE entered into Multiparty Confidentiality Agreement effective on July 25th, 2016; CLEARink and BOE entered into Confidentiality Agreement effective on April 5th, 2017;

WHEREAS, BOE owns the Assigned Patents (as defined below) or co-owns the Assigned Patents together with its Affiliate Beijing BOE Display Technology Co., Ltd. (Uniform Social Credit Code: 911103026843513889) and BOE has the right to assign and transfer all the Assigned Patents to CLEARink as contemplated hereby;

WHEREAS, on the terms and conditions set forth in this Agreement, CLEARink desires to acquire the Assigned Patents, and BOE desires to transfer and assign such Assigned Patents.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth below, the Parties agree as follows:

1. Definitions

As used herein, words importing the singular number shall mean and include the plural number and vice versa. All capitalized terms listed below (or as elsewhere set forth in this Agreement in parentheses) shall have the following meanings:

- 1.1 "**Affiliate**" means any person or company that directly or indirectly controls a Party or is directly or indirectly controlled by a Party, including a Party's parent or subsidiary, or is under direct or indirect common control with such Party. For the purpose of this Agreement, "Control" shall mean either the ownership of fifty percent (50%) or more of the ordinary share capital of the company carrying the right a vote at general meetings, fifty percent (50%) or more of the equity ownership, or the power to



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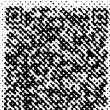
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nominate a majority of the board of directors or other managing authority of the company.

- 1.2 "Assigned Patents" means (i) the patents and patent applications that are listed in Exhibit A; (ii) any other patents or patent applications related to Total Internal Reflection-Based Electrophoretic Image Displays filed before or on the Effective Date; and (iii) any other patents or patent applications (1) claiming priority to any patent or patent application referred to in clause (i) or (ii) above, or (2) from which any patent or patent application referred to in clause (i) or (ii) above claims priority. If any Assigned Patent is lapsed, abandoned, or adjudicated as invalid or unenforceable or otherwise rejected by any patent office or competent court of any jurisdiction before Assignment Date, such patent is automatically excluded from the scope of Assigned Patents.
- 1.3 "Assignment Date" means the first date on which BOE has executed and delivered to CLEARink an Assignment substantially in the form of Exhibit B for each of the Assigned Patents listed in Exhibit A.
- 1.4 "Effective Date" means the date of last signature by both Parties to this Agreement.
- 1.5 "Governmental Procedure" means a series of procedures that might be required to conduct before assignment under this Agreement to comply with relevant rules, regulations or laws of the People's Republic of China ("P.R. China") including, but not limited to, registration of the Agreement before the Beijing Municipal Commerce Bureau ("BMCB").
- 1.6 "Third Party" means any natural person (other than employees, officers, directors, or shareholders of a Party or of any Affiliate of a Party), any corporation, partnership or other legal entity other than a Party or any Affiliate of a Party.
- 1.7 "Total Internal Reflection-Based Electrophoretic Image Displays" means an electronically driven display device that contains (1) a plurality of convex protrusions that provide a quasi-retro-reflective appearance to the user, and (2) an electrophoretic ink containing a low refractive index liquid and absorbing dark particles that are moved in and out of the evanescent field via application of an electric field.

2. Transfer of Assigned Patents

- 2.1 *Patents Assignment.* Subject to the terms and conditions of this Agreement, BOE hereby sells, assigns, transfers, and conveys to CLEARink all of BOE's rights, title, and interest in and to the Assigned Patents and all inventions and discoveries described therein, and all rights of BOE to license and to collect royalties, including royalties for past infringement, under such Assigned Patents.
- 2.2 *Assignment of Causes of Action.* Subject to the terms and conditions of this Agreement, BOE hereby sells, assigns, transfers, and conveys to CLEARink all of BOE's rights, title, and interest in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for



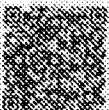
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the Assigned Patents and all inventions and discoveries described therein, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Assigned Patents.

- 2.3 **Other Patents.** BOE represents and warrants that BOE and its Affiliates have not made, and will not make for a period of three (3) years after the Effective Date, any patent filings related to Total Internal Reflection-Based Electrophoretic Image Displays other than the Assigned Patents ("Other Patents"). If BOE or its Affiliates nevertheless have made or make any such patent filings during this period, such Other Patents will be automatically included in the Assigned Patents. However, this Section 2.3 will not be applicable if BOE (or its Affiliates) and CLEARink enter into a technology cooperation agreement or any other agreement within a period of three (3) years after the Effective Date as specified in such agreement.

3. Release and License

- 3.1 **Release.** Effective on the Assignment Date, each Party does hereby irrevocably forever release and discharge, and will not bring claims against, the other Party and its Affiliates, and each of their representatives, from any and all claims, demands, obligations, liabilities, and damages, known or unknown, asserted or unasserted, related to or arising out of or in connection with the technical information exchange and due diligence meetings between the Parties, the non-disclosure and confidentiality agreements recited above, or the Assigned Patents and all inventions and discoveries described therein at any time prior to the Assignment Date ("Release").
- 3.2 **BOE License.** CLEARink hereby grants, effective on the Assignment Date, to BOE and each BOE's Affiliate a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, and fully paid-up right and license, under the Assigned Patents and all inventions and discoveries described therein to make, have made, use, sell, offer for sale, import, and otherwise dispose of, for the life of each of the Assigned Patents, any products, to perform any process or method, and otherwise to practice the Assigned Patents ("License"). For the avoidance of doubt, the License covers the entire life of the Assigned Patents, including any period occurring prior to the Effective Date. The License may not be assigned, sublicensed or any rights relating thereto otherwise transferred by BOE or its Affiliates, except, at BOE's option, to any acquirer of any product/service line or business of BOE that is divested or otherwise ceases to be part of the BOE.
- 3.3 **Transfer of the Assigned Patents by CLEARink.** In the event CLEARink transfers or assigns any Assigned Patent to a Third Party, CLEARink shall ensure that such Third Party agrees to continuation of the Release, License and covenants, restrictions and other rights relating to the License granted in Section 3.2, encumbrances relating to the Assigned Patents and that BOE shall be a third party beneficiary of such agreement by the Third Party. Notwithstanding anything herein to the contrary, from and after the Assignment Date, the Release, License, and the covenants, restrictions, and other



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rights relating to the License granted in Section 3.2 are perpetual and irrevocable and are not subject to termination by CLEARink or a Third Party, whether on account of any alleged breach of this Agreement or any other facts or circumstances.

4. Additional Obligations

- 4.1 *Delivery Obligations.* Within ten (10) days of the Effective Date or within eight (8) days after the Governmental Procedure is complete, whichever is later, BOE agrees to (i) execute and deliver to CLEARink or its designee an Assignment for each of the Assigned Patents listed on Exhibit A substantially in the form of Exhibit B and (ii) deliver to CLEARink or its designee a list of prosecution counsel with respect to the Assigned Patents with their contact information as Exhibit C.
- 4.2 *Prosecution of Applications.* CLEARink will have all rights to control the prosecution of the Assigned Patents throughout the world subject to the following. CLEARink shall transfer the Assigned Patents that are still pending from the prosecution counsel within a reasonable timeframe in order to avoid the conflict of interest.
- 4.3 *Registration of the Assigned Patents.* CLEARink is responsible for the registration of the Assigned Patents in the respective jurisdictions and is responsible for the preparation of all paperwork that is necessary to perfect and register the Assigned Patents and for all expenses, including assignment recordation expenses, associated therewith. If requested by CLEARink, BOE shall take all action necessary to transfer the registration of the Assigned Patents before China National Intellectual Property Administration (CNIPA) or other patent office in the respective jurisdictions.
- 4.4 *Cooperation.* The Parties agree to cooperate in order to facilitate the prompt assignment and recordation of the Assigned Patents from BOE to CLEARink and the perfection of CLEARink's ownership interest therein, including conducting Governmental Procedure and comparable procedures in other jurisdictions. Except as stated in Section 4.3 and the preceding sentence of this Section 4.4, CLEARink agrees that BOE will not provide any assistance by its personnel in connection with patent prosecution of the Assigned Patents, after the Effective Date.
- 4.5 *No Assistance in Patent Litigation.* CLEARink agrees that BOE will not assist CLEARink in any claim, suit or action involving the infringement or validity of any Assigned Patents, including, but not limited to, access to BOE's employees (if any) being inventors of the invention covered by the litigated patent, to their relevant documents and to other relevant documents related to the conception and reduction to practice of the inventions in question. BOE represents and warrants that BOE will not challenge the validity or enforceability of any of the Assigned Patents or engage in any analysis regarding the validity or invalidity, enforceability or non-enforceability, or infringement or non-infringement of the Assigned Patents.

4.6 Maintenance Fees



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4.6.1 BOE will pay all maintenance fees and annuities for the Assigned Patents that are due ON or BEFORE the Assignment Date. Without limiting BOE's express obligations under this Agreement, BOE does not assume, and will not have, any obligations or liabilities for maintenance fees or annuities related to the Assigned Patents that are due after the Assignment Date.

4.6.2 CLEARink is responsible for payment of maintenance fees and annuities for the Assigned Patents that become due AFTER the Assignment Date. CLEARink does not assume, and will not have, any obligations or liabilities for maintenance fees or annuities with respect to the Assigned Patents that are due on or before the Assignment Date.

5. Payment

5.1 As consideration for the sale and assignment of BOE's right, title, and interest in and to the Assigned Patents pursuant to the Agreement, CLEARink will pay to BOE one hundred U.S. Dollars (US \$100.00) (the "Purchase Price") by wire transfer of immediately available funds to the following account:

Bank: HUA XIA BANK (BEIJING BRANCH)

Bank Address: 11, FINANCE STREET, XICHENG DISTRICT, BEIJING, CHINA

Account: BOE TECHNOLOGY GROUP CO., LTD

Swift Number: HXBKCNBJ030

Account Number: 10291000000585125

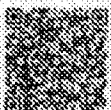
CLEARink shall pay BOE the Purchase Price within thirty (30) days from the Effective Date of this Agreement.

5.2 Each Party is and will be responsible for payment of all taxes, duties, levies, fees, excises, or tariffs ("Taxes") that it is obligated to pay pursuant to applicable laws, and neither Party is or will be responsible for, or incur any liability on account of, any Taxes payable by the other Party. The paying Party will transmit to the other Party official tax receipts or other evidence issued by appropriate tax authorities of the government of the paying Party's country to support the other Party's claim for tax credit in respect of any such taxes so withheld, and will render all reasonable assistance in such regard.

6. Representations and Warranties

6.1 *Representation by BOE.* BOE hereby represents and warrants to CLEARink as follows:

6.1.1 *Organization.* BOE is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation or formation.



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6.1.2 **Authority.** BOE has the full right and authority to enter into this Agreement and to carry out its obligations hereunder, including the assignment and transfer as contemplated hereby of the Assigned Patents co-owned with its Affiliates. Further, BOE's execution, delivery, and performance of this Agreement and consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of BOE and do not and shall not violate any provisions of its organizational documents. This Agreement constitutes the valid and binding agreement and obligation of BOE, enforceable against BOE in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect, and to general equitable principles.

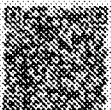
6.1.3 **No Conflict or Violations.** BOE represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby, including the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by BOE does not and shall not: (i) violate any statute, law, rule, regulation, order, writ, injunction, or decree of any court or governmental authority, including any applicable import, export, and re-export laws and regulations; or (ii) violate or conflict with or constitute a default under any contract to which BOE or any of BOE's Affiliates is a party as of the Effective Date.

6.1.4 **Assigned Patents.** BOE represents and warrants that (i) BOE owns the full, sole, and exclusive right, title and interest to the Assigned Patents and has obtained all relevant assignments from its Affiliates and its and its Affiliates' employees and any other inventors with respect thereto, (ii) BOE has the right and authority to enter into this Agreement and to carry out its obligations hereunder (iii) BOE has the right to assign the Assigned Patents as contemplated hereby and (iv) BOE will be responsible for any compensation of its employees or any other inventors with regard to the Assigned Patents and underlying inventions.

6.2 **Representation by CLEARink.** CLEARink hereby represents and warrants to BOE as follows:

6.2.1 **Organization.** CLEARink is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation or formation.

6.2.2 **Authority.** CLEARink has the full right and authority to enter into this Agreement and to carry out its obligations hereunder. Further, CLEARink's execution, delivery, and performance of this Agreement and consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of CLEARink and do not and shall not violate any provisions of its organizational documents. This Agreement constitutes the valid and binding agreement and obligation of CLEARink, enforceable against CLEARink in accordance with its terms, subject to applicable bankruptcy, reorganization,



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insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect, and to general equitable principles.

6.2.3 *No Conflict or Violations.* CLEARink represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby, including the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by CLEARink does not and shall not: (i) violate any statute, law, rule, regulation, order, writ, injunction, or decree of any court or governmental authority, including any applicable import, export, and re-export laws and regulations; or (ii) violate or conflict with or constitute a default under any contract to which CLEARink or any of CLEARink's Affiliates is a party as of the Effective Date.

6.3 *Disclosures.* Except as otherwise expressly set forth in this Section 6, neither BOE nor CLEARink nor any of their Affiliates makes any representations or warranties, express, implied, or otherwise, with respect to the Assigned Patents or the sale or assignment thereof, including, without limitation, any representation or warranty (a) regarding the scope, validity, or enforceability of any Assigned Patent, or (b) that the practice of any invention claimed in an Assigned Patent will not infringe any other patents, including any other patents of BOE (and, for avoidance of doubt, no license or other right, express or implied, with respect to any other patents is provided as a result of or based on this Agreement or the sale and assignment of the Assigned Patents, even if rights under the other patents are required for practice of an Assigned Patent). Neither Party will assert any such other representations or warranties or bring any cause of action based on any such other representations or warranties.

7. Confidential Information

7.1 The Parties hereto shall keep the terms and conditions of this Agreement confidential and shall not now or hereafter divulge any of such information to any Third Party except: (i) with the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed; (ii) to the extent mandatorily required to be disclosed by a listed company or in a legal proceeding involving either Party; (iii) as otherwise may be required by law or legal process (including applicable securities laws and regulations); (iv) to the extent it is required to be disclosed to future potential investors, business partners or assignees of the Assigned Patents on a need-to-know basis; provided that, as to (ii) and (iii) above, the disclosing Party shall use all legitimate and legal means available to minimize the disclosure to Third Parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; provided further that as to (iv) above, the disclosing Party shall require that the Third Party, before receiving the confidential information, agree in writing to keep all such information strictly confidential to the same extent as disclosing Party is obligated under this Agreement; and provided further that, as to (ii), (iii) and (iv) above, the



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disclosing Party shall, to the extent practical, provide the other party with at least ten (10) days prior written notice of such disclosure; or (v) to such Party's attorneys, accountants and auditors if and to the extent such attorneys, accountants and auditors are then and continue to be subject to a non-disclosure agreement or confidentiality obligation with a standard of care not lower than set forth in this Agreement.

7.2 Notwithstanding anything to the contrary set forth in this Agreement, nothing in this Agreement shall preclude CLEARink from disclosing that it has acquired the Assigned Patents from BOE in connection with CLEARink's recombination, perfection of its ownership interest in, and enforcement and maintenance of the Assigned Patents, e.g., recording Assignment set forth in Exhibit B and any related documents to perfect CLEARink's interest under this Agreement.

7.3 Neither Party may issue any press release concerning this Agreement, including the existence of this Agreement, without prior written consent of the other Party.

7.4 Neither Party shall have liability to the other with respect to any information which: (i) was known or available to the public at the time it was disclosed or becomes known and available through no fault of the receiving Party; (ii) was known to the receiving Party at the time of the disclosure, or (iii) becomes known to the receiving Party from a source other than the disclosing Party without breach of this Agreement.

8. Term and Termination

8.1 *Term of the Agreement.* The Term of this Agreement shall commence on the Effective Date and terminate on September 26, 2037; provided, however, that CLEARink may terminate this Agreement immediately upon written notice at any time if the Assignment Date has not occurred by the earlier of the following dates: (x) September 12, 2020 and (y) within ten (10) days of the Effective Date or within eight (8) days after Governmental Procedure are complete, whichever is later ("Early Termination"). Notwithstanding anything to the contrary set forth in this Agreement, any failure by a Party to carry out Governmental Procedure shall not be considered as a breach of this agreement. The Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

8.2 *Survival.* Both BOE and CLEARink understand and agree that Sections 3, 7, 8 and 9 shall survive the expiration of this Agreement (but not Early Termination).

9. General Provisions

9.1 *Notices.* All notices, requests, demands and other communications hereunder shall be sent in writing, by facsimile, prepaid air courier, postage prepaid, email, or registered or certified mail to the following address:



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If to BOE:

Attn: Hailin Xue
Xinyin Wu
Address: No.12, Xibumazhong Rd., BDA, Beijing, 100176, P.R. China
Phone: +86 67855688
E-mail: xuehailin@boe.com.cn
wuxinyin@boe.com.cn

If to CLEARink:

Attn: Ray Smith
Address: 600 - 123 Cambie Street | Vancouver BC | V6B 1B8 | Canada
Phone: +1 778 833 0990
E-mail: ray@clearinkdisplays.com

Such notices will be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either Party may give written notice of a change of address or, after notice of such change has been received, any notice or request will thereafter be given to such Party at such changed address.

9.2 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the People's Republic of China, without reference to conflicts of laws.

9.3 Dispute Resolution. Any dispute which may arise between Parties hereto, out of or in connection with this Agreement or breach thereof, which cannot be amicably settled by the Parties hereto, shall be submitted to the Hong Kong International Arbitration Center (hereinafter referred to as "HKIAC"), Hong Kong, for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be binding and conclusive on both parties, and the award may be entered and be enforceable in any court of competent jurisdiction. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

9.4 Force Majeure. No Party will be deemed in default of this Agreement to the extent that the performance of its obligations is delayed or prevented by reason of war, acts of public enemies, fires, floods, acts of God, or any other cause beyond the reasonable control of the Party ("Force Majeure"), provided such Party gives the other Parties written notice thereof promptly and uses good faith efforts to perform, and shall resume performance as soon as practicable after the event of Force Majeure ceases.



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9.5 Miscellaneous.

- 9.5.1 *Entire Agreement.* This Agreement reflects the entire understanding of the Parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Patents from BOE to CLEARink, and merges, replaces and supersedes all prior discussions, communications, agreements, negotiations, understandings or letters of intent between or among any of the Parties hereto regarding the subject matter of this Agreement. This Agreement may not be amended, modified or supplemented except by a written instrument signed by an authorized representative of such of the Parties hereto.
- 9.5.2 *Successors and Assigns.* This Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the Parties hereto.
- 9.5.3 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of the Parties.
- 9.5.4 *Severability.* Wherever possible, the Parties intend that each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, the Parties intend that such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable or defeat the fundamental purpose of the transaction.
- 9.5.5 *No Waiver.* Any failure or delay on the part of either Party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or any other right or privilege.

In witness whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the date hereof.

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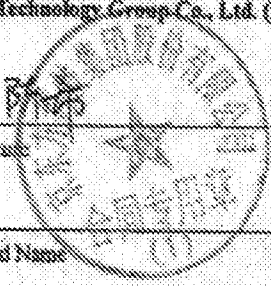
BOE Technology Group Co., Ltd. (BOE)

Signature

Printed Name

Title

Date



2020.1.20

CLEARink Displays, Inc. (CLEARink)

Signature

Printed Name

Title

Date

RAYMOND S. MILLER

CFO

2020-1-21



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Exhibit A

Assigned Patent

Family No.	Publication No. or Application No.	Applicant	Title
1	CN106230199B	BOE TECHNOLOGY GROUP CO., LTD.	Display panel and driving method thereof
	US2018008435A	BOE TECHNOLOGY GROUP CO., LTD.	Display panel and driving method thereof
2	US10317773B2	BOE TECHNOLOGY GROUP CO., LTD. BEIJING BOE DISPLAY TECHNOLOGY CO., LTD.	Display assembly and display apparatus
3	US2018008411A1	BOE TECHNOLOGY GROUP CO., LTD.	Display device
4	US2018008431A1	BOE TECHNOLOGY GROUP CO., LTD.	Electronic paper and manufacturing method thereof
5	CN106292122B	BOE TECHNOLOGY GROUP CO., LTD. Chengdu BOE Optoelectronics Technology Co., Ltd.	The display panel and manufacturing method thereof, a display device
	US2018010108A1	BOE TECHNOLOGY GROUP CO., LTD. Chengdu BOE Optoelectronics Technology Co., Ltd.	The display panel and manufacturing method thereof, a display device
6	CN106292992B	BOE TECHNOLOGY GROUP CO., LTD. Chengdu BOE Optoelectronics Technology Co., Ltd.	Reflective display device
	US2018035667A1	BOE TECHNOLOGY GROUP CO., LTD. Chengdu BOE Optoelectronics Technology Co., Ltd.	Reflective display device
7	CN10601883A	BOE TECHNOLOGY GROUP CO., LTD.	Reflection-type display device



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Exhibit B

Assignment

THIS ASSIGNMENT (the "Agreement"), is made and entered into this ____ day of _____, 2019 (the "Effective Date"), by and between _____ ("Assignor") _____ ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent applications as listed on Schedule A hereto, as well as any patents worldwide that may issue from, or claim priority to or through, or are based on the same disclosure as, any of the patents and patents applications listed on Schedule A (collectively the "Assigned Patents");

WHEREAS, Assignor and Assignee have agreed that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Assigned Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

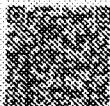
1. Assignor hereby transfers, assigns and sets over to Assignee all Assignor's rights, title and interest in and to the Assigned Patents for all countries and all rights and privileges associated therewith.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee for the Assigned Patents.
3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Assigned Patents in Assignee.
4. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal assignment of the Assigned Patents to Assignee.
5. All of the rights, title and interest in and to the Assigned Patents transferred, assigned and set over to Assignee hereunder include all causes of action (whether in law or equity) and the right to sue, counterclaim, seek injunctions, settle disputes, and recover damages for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

Signature _____

Printed Name _____

Title _____



COOPERATION AGREEMENT

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10/1/2019
10/1/2019

10/1/2019

PATENT

REEL: 052706 FRAME: 0552

CONFIDENTIAL

Assignee _____

Signature _____

Printed Name _____

Title _____



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[Handwritten signature]

CONFIDENTIAL

Exhibit C

Prosecution Counsel

Family No.	Publication No. or Application No.	Prosecution Counsel	Contact Information
1	CN106200199B	Tee & Howe Intellectual Property Attorneys	Tel: (86 10) 8529 5526 E-mail: tee@teeandhowe.com
	US20180088435A	Nath, Goldberg & Meyer	Tel: (703) 548-6284 E-mail: ip@nathlaw.com
2	US10317773B2	SYNCODA, LLC	Tel: (508) 334-4315 E-mail: fms@syncoda.com
3	US20180088411A1	Nath, Goldberg & Meyer	Tel: (703) 548-6284 E-mail: ip@nathlaw.com
4	US20180088431A1	Nath, Goldberg & Meyer	Tel: (703) 548-6284 E-mail: ip@nathlaw.com
5	CN106292122B	BEIJING SAN GAO YONG XIN INTELLECTUAL PROPERTY AGENCY CO., LTD.	Tel: (86 10) 51238430 E-mail: sghou@sanggaopetent.com
	US20180101081A1	Brooks Kushman P.C.	Tel: (348) 358-4406 E-mail: patents@brookskushman.com
6	CN106292092B	China Science Patent & Trademark Agent LTD.	Tel: (86 10) 65619696 E-mail: capital@capital.com
	US20180356657A1	KINNEY & LANGE	Tel: (617) 339-1863 E-mail: amkenck@kinney.com
7	CN106918811A	TIDP Research patent and trademark	Tel: (86 10) 62997122 E-mail: tidp@tongdatisheng.com



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