

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6531383

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SEPARATION AGREEMENT	
SEQUENCE:	4	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUNEDISON, INC.	05/27/2014
RECEIVING PARTY DATA		
Name:	SUNEDISON SEMICONDUCTOR LIMITED	
Street Address:	9 BATTERY ROAD	
Internal Address:	#15-01, STRAITS TRADING BUILDING	
City:	SINGAPORE	
State/Country:	SINGAPORE	
Postal Code:	049910	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15855466	
CORRESPONDENCE DATA		
Fax Number:	(314)612-2307	
<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:	3146215070	
Email:	uspatents@armstrongteasdale.com	
Correspondent Name:	RICHARD A. SCHUTH	
Address Line 1:	ARMSTRONG TEASDALE LLP	
Address Line 2:	7700 FORSYTH BLVD., SUITE 1800	
Address Line 4:	ST. LOUIS, MISSOURI 63105	
ATTORNEY DOCKET NUMBER:	28744-4807 (161015.1)	
NAME OF SUBMITTER:	RICHARD A. SCHUTH	
SIGNATURE:	/Richard A. Schuth/	
DATE SIGNED:	02/03/2021	
Total Attachments: 37		
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SEPARATION AGREEMENT
BY AND BETWEEN
SUNEDISON, INC.
AND
SUNEDISON SEMICONDUCTOR LIMITED
DATED AS OF May 27, 2014

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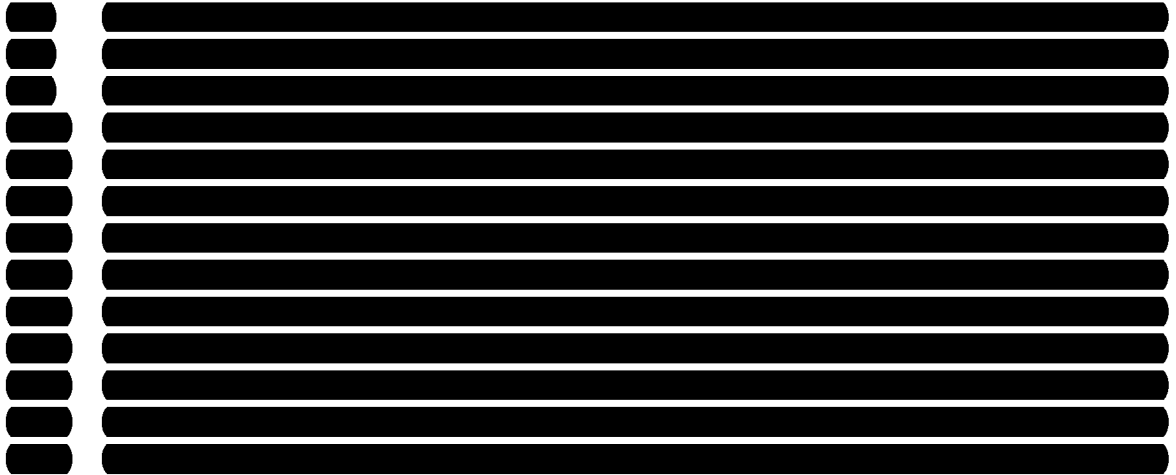
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SEPARATION AGREEMENT

This SEPARATION AGREEMENT, made and entered into effective as of May 27, 2014 (this “Agreement”), is by and between **SunEdison, Inc.**, a Delaware corporation (“SunEdison”), and **SunEdison Semiconductor Limited**, a Singapore corporation and wholly owned subsidiary of SunEdison (“SSL”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

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“Intellectual Property” means all of the following whether arising under the Laws of the United States or of any other foreign or multinational jurisdiction:

(a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, substitutions, renewals, extensions and reexaminations of any of the foregoing, and all rights in any of the foregoing provided by international treaties or conventions;

[REDACTED]

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(e) confidential and proprietary information, including trade secrets, invention disclosures, processes and know-how; and

(f) intellectual property rights arising from or in respect of any technology.

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ARTICLE II THE SEPARATION

2.1 Transfer of Assets and Assumption of Liabilities.

(a) Unless otherwise provided in this Agreement or in any Ancillary Agreement, to the extent not previously effected prior to the Effective Date pursuant to the Restructuring Step Plan:

(i) SunEdison shall, and shall cause its applicable Subsidiaries to, sell, contribute, assign, transfer, convey and deliver to SSL, or the applicable SSL Designees, and SSL or such SSL Designees shall accept from SunEdison and its applicable Subsidiaries, all of

SunEdison's and such Subsidiaries' respective direct or indirect right, title and interest in and to all of the SSL Assets (it being understood that if any SSL Asset shall be held by a Transferred Entity or a wholly owned Subsidiary of a Transferred Entity, such SSL Asset may be assigned, transferred, conveyed and delivered as a result of the transfer of all or substantially all of the equity interests in such Transferred Entity); and

(ii) SSL and the applicable SSL Designees shall accept, assume and agree faithfully to perform, discharge and fulfill all the SSL Liabilities in accordance with their respective terms. SSL and such SSL Designees shall be responsible for all SSL Liabilities, regardless of when or where such SSL Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Effective Date, regardless of where or against whom such SSL Liabilities are asserted or determined or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud, misrepresentation or any other cause by any Person in the SunEdison Group or the SSL Group, or any of their respective directors, officers, employees, agents, Subsidiaries or Affiliates.

(b) To the extent that any SSL Asset is not transferred or assigned to, or any SSL Liability is not assumed by, a member of the SSL Group at the Effective Date or is owned or held by a member of the SunEdison Group after the Effective Date, from and after the Effective Date, any such SSL Asset or SSL Liability shall be held by such member of the SunEdison Group for the use and benefit of the member of the SSL Group entitled thereto (at the expense of the member of the SSL Group entitled thereto) in accordance with Section 2.3(c):

(i) Pursuant to the Restructuring Step Plan, SunEdison shall, and shall cause its applicable Subsidiaries to, as soon as reasonably practicable, assign, transfer, convey and deliver to SSL or certain of its Subsidiaries designated by SSL, and SSL or such Subsidiaries shall accept from SunEdison and its applicable Subsidiaries, all of SunEdison's and such Subsidiaries' respective right, title and interest in and to such SSL Assets; and

(ii) Pursuant to the Restructuring Step Plan, SSL and certain of its Subsidiaries designated by SSL shall, as soon as reasonably practicable, accept, assume and agree faithfully to perform, discharge and fulfill all such SSL Liabilities in accordance with their respective terms.

(c) SSL hereby waives compliance by each and every member of the SunEdison Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SSL Assets to any member of the SSL Group.

2.2 Transfer of Excluded Assets; Assumption of Excluded Liabilities.

(a) To the extent that any Excluded Asset is transferred or assigned to, or any Excluded Liability is assumed by, a member of the SSL Group at the Effective Date or is owned or held by a member of the SSL Group after the Effective Date, from and after the Effective Date, any such Excluded Asset or Excluded Liability shall be held by such member of the SSL Group for the use and benefit of the member of the SunEdison Group entitled thereto (at the expense of the member of the SunEdison Group entitled thereto) in accordance with Section 2.3(c), and, subject to Section 2.3(b):

(i) SSL shall, and shall cause its applicable Subsidiaries to, as soon as reasonably practicable, assign, transfer, convey and deliver to SunEdison or certain of its

Subsidiaries designated by SunEdison, and SunEdison or such Subsidiaries shall accept from SSL and its applicable Subsidiaries, all of SSL's and such Subsidiaries' respective right, title and interest in and to such Excluded Assets; and

(ii) SunEdison and certain of its Subsidiaries designated by SunEdison shall, as soon as reasonably practicable, accept, assume and agree faithfully to perform, discharge and fulfill all such Excluded Liabilities in accordance with their respective terms.

(b) In furtherance of the assignment, transfer, conveyance and delivery of Excluded Assets and the assumption of Excluded Liabilities, and without any additional consideration therefor:

(i) SSL shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of SSL's and its Subsidiaries' right, title and interest in and to the Excluded Assets to SunEdison and its Subsidiaries; and

(ii) SunEdison shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such assumptions of contracts and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Excluded Liabilities.

All of the foregoing documents contemplated by this Section (i) shall be referred to collectively herein as the "SSL Transfer Documents" and, together with the transfer documents described in Section (ii) (the "SunEdison Transfer Documents," collectively, the "Transfer Documents").

2.3 Approvals and Notifications.

(a) To the extent that the transfer or assignment of any SSL Asset, the assumption of any SSL Liability, the transfer or assignment of any Excluded Asset, the assumption of any Excluded Liability, or the Separation or Reorganization requires any Approvals or Notifications—and to the extent such Approvals or Notifications have not already been obtained—the parties shall endeavor to obtain or make such Approvals or Notifications as soon as reasonably practicable; provided that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between SunEdison and SSL, neither SunEdison nor SSL shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(b) If and to the extent that the valid, complete and perfected transfer or assignment to (i) the SSL Group of any SSL Assets or assumption by the SSL Group of any SSL Liabilities or (ii) the SunEdison Group of any Excluded Asset or assumption by the SunEdison Group of any Excluded Liability, would be a violation of applicable Law, or require any Approvals or Notifications in connection with the Separation that have not been obtained or made by the Effective Date, then, unless the parties hereto shall otherwise mutually determine, the transfer or assignment to the SSL Group of such SSL Assets or to the SunEdison Group of such Excluded Assets, or the assumption by the SSL Group of such SSL Liabilities or the SunEdison Group of such Excluded Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such SSL Assets or Excluded Assets or SSL Liabilities or Excluded Liabilities shall continue to constitute SSL Assets, Excluded Assets, SSL Liabilities or Excluded Liabilities, as applicable, for all other purposes of this Agreement.

(c) If any SSL Asset or SSL Liability is owned or held by any member of the SunEdison Group after the Effective Date, or any Excluded Asset or Excluded Liability is held by any member of the SSL Group after the Effective Date, whether as a result of the provisions of Section (b) or for any other reason, then, insofar as reasonably possible, the member of the SSL Group holding or owning such Excluded Asset or such Excluded Liability, or the member of the SunEdison Group holding such SSL Asset or SSL Liability, as the case may be, shall thereafter hold such SSL Asset or Excluded Asset or SSL Liability or Excluded Liability, as the case may be, for the use and benefit of the member of the SunEdison Group or SSL Group entitled thereto (at the expense of the member of the SunEdison Group or SSL Group entitled thereto). In addition, the member of the SSL Group retaining such Excluded Asset or such Excluded Liability, or the member of the SunEdison Group retaining such SSL Asset or SSL Liability, shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such SSL Asset or Excluded Asset or SSL Liability or Excluded Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the member of the SSL Group or SunEdison Group to whom such SSL Asset or Excluded Asset is to be transferred or assigned, or which shall assume such SSL Liability or Excluded Liability, as the case may be, in order to place such member of the SSL Group or SunEdison Group in a substantially similar position as if such SSL Asset or Excluded Asset or SSL Liability or Excluded Liability had been transferred, assigned, assumed or retained in connection with the Separation to or by the party entitled thereto and so that all the benefits and burdens relating to such SSL Asset or Excluded Asset or SSL Liability or Excluded Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such SSL Asset or Excluded Asset or SSL Liability or Excluded Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Date to the SSL Group, in the case of any SSL Asset or SSL Liability, or the SunEdison Group, in the case of any Excluded Asset or Excluded Liability.

(d) If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any SSL Asset or Excluded Asset or the deferral of assumption of any SSL Liability or Excluded Liability pursuant to Section (b), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any SSL Asset or Excluded Asset or the assumption of any SSL Liability or Excluded Liability have been removed, the transfer or assignment of the applicable SSL Asset or Excluded Asset or the assumption of the applicable SSL Liability or Excluded Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(e) Except as otherwise agreed between SunEdison and SSL, (i) any member of the SunEdison Group retaining a SSL Asset or SSL Liability (whether as a result of the provisions of Section 2.1(c), Section (b) or for any other reason) and (ii) any member of the SSL Group holding or owning an Excluded Asset or Excluded Liability (whether as a result of the provisions of Section 2.2(a), Section (b) or for any other reason), shall not be obligated, in order to effect the transfer of such Asset or Liability to the Group member entitled thereto, to expend any money unless the necessary funds are advanced (or otherwise made available) by the Group member entitled thereto, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by the Group member entitled to such Asset or Liability.

(f) Nothing in this Agreement or any Ancillary Agreement shall be deemed to constitute a transfer or assignment, or an attempted transfer or assignment, of any Asset by any party (or any of its Affiliates) to any other party (or any of its Affiliates) to the extent that such transfer or assignment, or attempted transfer or assignment, would constitute a breach of any contract to which SSL or SunEdison is a party, result in the counterparty to such contract acquiring the right to terminate such contract or cause forfeiture or loss of such Asset.

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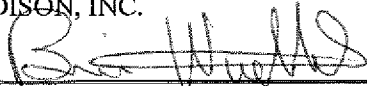
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SUNEDISON, INC.

By: 
Name: Brian Wuebbels
Title:

SUNEDISON SEMICONDUCTOR LIMITED

By: _____
Name: Shaker Sadasivam
Title:

[Signature Page to Separation Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SUNEDISON, INC.

By: _____
Name: Brian Wuebbels
Title:

SUNEDISON SEMICONDUCTOR LIMITED

By: Shaker Sadasivam
Name: Shaker Sadasivam
Title:

[Signature Page to Separation Agreement]

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