

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| SEQUENCE: | 2 | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | GRAFTECH INTERNATIONAL HOLDINGS INC. | 09/30/2016 |
| RECEIVING PARTY DATA | | |
| Name: | ADVANCED ENERGY TECHNOLOGIES LLC | |
| Street Address: | 6100 OAK TREE BOULEVARD | |
| Internal Address: | SUITE 300 PARK CENTER 1 | |
| City: | INDEPENDENCE | |
| State/Country: | OHIO | |
| Postal Code: | 44131 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Application Number: | 16396133 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (216)241-0816 | |
| <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: | 2166228200 | |
| Email: | ipdocket@calfee.com, mgillette@calfee.com | |
| Correspondent Name: | ADAM P. SLEPECKY | |
| Address Line 1: | CALFEE, HALTER & GRISWOLD LLP | |
| Address Line 2: | 1405 EAST SIXTH STREET | |
| Address Line 4: | CLEVELAND, NORTH DAKOTA 44114-1607 | |
| ATTORNEY DOCKET NUMBER: | 39062.04006 | |
| NAME OF SUBMITTER: | ADAM P. SLEPECKY | |
| SIGNATURE: | /Mary Gillette for Adam P. Slepecky/ | |
| DATE SIGNED: | 06/03/2021 | |
| Total Attachments: 8 | | |
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source=Assignment_2_-_GRAFTECH_INTERNATIONAL_HOLDINGS_INC__to_ADVANCED_ENERGY_TECHNOLOGI

EXECUTION COPY

PATENT ASSIGNMENT
(REGISTERED PATENTS AND PATENT APPLICATIONS)

(AET)

PATENT ASSIGNMENT (this "Assignment"), effective as of September 30, 2016 (the "Effective Date"), by and between **GRAFTECH INTERNATIONAL HOLDINGS INC.**, a Delaware corporation ("Transferor")¹, and **ADVANCED ENERGY TECHNOLOGIES LLC**, a Delaware limited liability company ("Transferee").

WITNESSETH:

WHEREAS, Transferor and Transferee have entered into a Transfer Agreement, dated as of September 29, 2016 (the "Transfer Agreement"), pursuant to which, among other things, Transferor has agreed to assign all of its rights, title and interests in, and Transferee has agreed to assume all of Transferor's duties and obligations under, the Business Patents, including those Business Patents listed in Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and set forth herein and other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings set forth in the Transfer Agreement.
2. Assignment and Assumption. Transferor hereby contributes, assigns, grants, conveys and transfers to Transferee all of Transferor's right, title and interest in and to the Business Patents (including those Business Patents listed in Schedule A attached hereto), together with all goodwill associated therewith (and as to the applications included in the Business Patents, in and to any and all inventions included therein and Letters Patent that may be granted therefor) and to all issuances, provisionals, continuations-in-part, continuations, divisionals, substitutes, reissues, re-examinations, applications that claim priority from any of the foregoing, and any patents issuing on any of the foregoing (including, without limitation, any foreign patent applications or patents or certificates of invention or translations corresponding thereto and extensions thereof) and, to the extent not otherwise contributed, assigned, granted, conveyed or transferred, any and all foreign patents or applications that share priority with any of the Business Patents. Transferee hereby accepts such assignment relating to the Business Patents and assumes all of Transferor's duties and obligations under the Business Patents and agrees to pay, perform and discharge all of the obligations of Transferor under the Business Patents. As of the Effective Date, Transferee assumes full responsibility for and Transferor is relieved of all future obligations relating to the Business Patents, including without limitation all costs, taxes,

¹ GrafTech International Holdings Inc., formerly known as UCAR Carbon Company Inc., of which Advanced Energy Technology Inc., formerly known as GRAFTECH Inc., was merged into UCAR Carbon Company Inc. simultaneously with the name change to GrafTech International Holdings Inc. that became effective September 30, 2007

fees, expenses, including legal fees, and responsibilities and obligations in all jurisdictions relating to, concerning, or arising from (i) the transfer, use, ownership, or maintenance of the Business Patents by Transferee; (ii) any claim or action against Transferee relating to or arising out of its ownership, maintenance or use of any of the Business Patents that accrue after the Effective Date; (iii) the preparation, filing and recording of any assignments or transfer documents for any of the Business Patents; (iv) maintaining, defending, enforcing and litigating any rights in or to the Business Patents; and (v) registering, renewing or maintaining any patent registrations for the Business Patents.

3. Terms of the Assignment. The terms of the Transfer Agreement, including, but not limited to, the representations, warranties, conditions, restrictions, limitations, covenants, agreements and indemnities, relating to the Business Patents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. Effectiveness of Assignment. Notwithstanding anything contained herein to the contrary and consistent with Section 2.5 of the Transfer Agreement, to the extent that any of the Business Patents is not capable of being assigned at the Closing due to an obstacle to assignment, this Assignment shall not constitute an assignment, contribution, grant, conveyance or transfer of any such Business Patent until such obstacle has been removed. Section 2.5 of the Transfer Agreement shall govern the manner in which the parties hereto shall resolve all such obstacles and the manner in which the parties hereto shall cooperate if such obstacles shall not have been resolved as of the Closing.

5. Governing Law. THE VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES OR RULES.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Assignment shall become effective and be deemed to have been executed and delivered by both parties hereto at such time as counterparts shall have been executed and delivered by each of the parties hereto, regardless of whether each of the parties has executed the same counterpart. It shall not be necessary when making proof of this Assignment to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of both parties. Delivery of a counterpart of this Assignment by facsimile or PDF shall be as effective as delivery of an original.

7. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. In furtherance of the foregoing, upon reasonable request, as to the applications included in the Business Patents, Transferor will execute continuations-in-part, continuations,

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divisions, substitutes, reissues, and extensions thereof, execute rightful oaths, assignments, powers of attorney and other papers, testify in legal or quasi-legal proceedings and communicate to the Transferee, its successors, assigns, and legal representatives facts known to Transferor relating to such inventions and the history thereof, at the cost and expense of Transferee.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the date first above written.

GRAFTECH INTERNATIONAL
HOLDINGS INC., as Transferor

By 

Name: JOEL L. HANTHORNE

Title: PRESIDENT

ADVANCED ENERGY
TECHNOLOGIES LLC, as
Transferee

By 

Name: Lionel Q. Baky

Title: President

{PATENT ASSIGNMENT (AET) - SIGNATURE PAGE}

4878338

SCHEDULE A

(NOTE: All information is current as of September 20, 2016)

U.S. Patent Grants
(By date in chronological order)

| <u>Issue Date</u> | <u>Patent #</u> |
|--------------------------|------------------------|
| 8-Dec-1998 | 5846459 |
| 2-Nov-1999 | 5976727 |
| 9-Nov-1999 | 5981072 |
| 21-Nov-2000 | 6149972 |
| 12-Jun-2001 | 6245400 |
| 3-Jul-2001 | 6254993 |
| 28-May-2002 | 6395199 |
| 18-Jun-2002 | 6406612 |
| 25-Jun-2002 | 6410128 |
| 13-Aug-2002 | 6432336 |
| 19-Nov-2002 | 6482520 |
| 7-Jan-2003 | 6503652 |
| 18-Feb-2003 | 6521369 |
| 25-Mar-2003 | 6538892 |
| 15-Apr-2003 | 6548156 |
| 12-Aug-2003 | 6604457 |
| 16-Sep-2003 | 6620506 |
| 30-Dec-2003 | 6669919 |
| 6-Jan-2004 | 6673284 |
| 9-Mar-2004 | 6702970 |
| 16-Mar-2004 | 6706400 |
| 6-Apr-2004 | 6716381 |
| 8-Jun-2004 | 6746768 |
| 15-Jun-2004 | 6749010 |
| 6-Jul-2004 | 6758263 |
| 3-Aug-2004 | 6771502 |
| 17-Aug-2004 | 6777086 |
| 11-Jan-2005 | 6841250 |
| 22-Feb-2005 | 6858282 |

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| Issue Date | Patent # |
|-------------|----------|
| 22-Aug-2006 | 7094311 |
| 19-Sep-2006 | 7108055 |
| 19-Sep-2006 | 7108917 |
| 21-Nov-2006 | 7138029 |
| 19-Dec-2006 | 7150914 |
| 9-Jan-2007 | 7160619 |
| 9-Jan-2007 | 7161809 |
| 23-Jan-2007 | 7166912 |
| 2-Oct-2007 | 7276273 |
| 4-Dec-2007 | 7303005 |
| 4-Dec-2007 | 7303820 |
| 11-Dec-2007 | 7306847 |
| 11-Mar-2008 | 7341781 |
| 29-Apr-2008 | 7365988 |
| 10-Jun-2008 | 7385819 |
| 1-Jul-2008 | 7393587 |
| 2-Sep-2008 | 7420810 |
| 30-Dec-2008 | 7470468 |
| 24-Feb-2009 | 7494712 |
| 17-Mar-2009 | 7505275 |
| 11-Aug-2009 | 7573717 |
| 9-Feb-2010 | 7658999 |
| 23-Feb-2010 | 7666270 |
| 21-Sep-2010 | 7799428 |
| 15-Feb-2011 | 7889502 |
| 29-Nov-2011 | 8067091 |
| 3-Jul-2012 | 8211260 |
| 3-Jul-2012 | D662898 |
| 26-Feb-2013 | 8382004 |
| 5-Mar-2013 | D677227 |
| 26-Mar-2013 | 8405600 |
| 23-Jul-2013 | D686769 |
| 18-Mar-2014 | D701166 |
| 29-Apr-2014 | D703865 |

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| Issue Date | Patent # |
|--------------|----------|
| 8-Jul-2014 | 8773856 |
| 15-Jul-2014 | D709027 |
| 23-Dec-2014 | 8916269 |
| 17-Feb-2015 | 8955983 |
| 02-Jun-2015 | 9046253 |
| 14-Jul-2015 | 9081220 |
| 21-Jul-2015 | 9087669 |
| 11-Aug-2015 | 9104058 |
| 01-Dec-2015 | 9201262 |
| 2-Feb-2016 | 9253924 |
| 2-Feb-2016 | 9253932 |
| 4-Feb-2016 | 9250462 |
| 23-Feb-2016 | 9267745 |
| 17-May-2016 | 9343784 |
| 14-June-2016 | 9368843 |
| 13-Sept-2016 | 9444123 |

U.S. Patent Applications

| Filing Date | Application # |
|------------------------|---------------------|
| 31-Oct-2006 | 11590061 |
| 14-Mar-2010 | 12723651 |
| 4-Jun-2012 | 13487484 |
| 21-Nov-2012 | 13699415 |
| 21-Dec-2012 | 13724211 |
| 14-Feb-2013 | 13766807 |
| 27-Mar-2013 | 13876302 |
| 11-Jul-2013 | 13979166 |
| 28-Jan-2014 | 14235531 |
| 12-Aug-2014 | 14912996 |
| 28-Aug-2015 | 14771229 |
| 13-Aug-2015 | 14771293 |
| 25-Jul-2015 | 14809193 |

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| <u>Filing Date</u> | <u>Application #</u> |
|--------------------|----------------------|
| 25-Jul-2015 | 14809194 |
| 25 Jul-2015 | 14809195 |
| 13-Aug-2014 | 14912998 |
| 17-Oct-2014 | 15030948 |
| 25-Apr-2016 | 29562298 |
| 25-Apr-2016 | 29562388 |
| 25-Apr-2016 | 29562390 |
| 25-Apr-2016 | 29562391 |
| 20-Oct-2015 | 62243768 |
| 19-Nov-2015 | 62257718 |
| 31-Mar-2016 | 62316527 |
| 31-Mar-2016 | 62316565 |
| 22-June-2016 | 62353093 |
| 30-June-2016 | 62356818 |
| 2-Sept-2016 | 15255262 |
| 2-Sept-2016 | 15255297 |