

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOFTKINETIC SOFTWARE	04/01/2016
RECEIVING PARTY DATA	
Name:	SONY SEMICONDUCTOR SOLUTIONS CORPORATION
Street Address:	4-14-1 ASahi-CHO, ATSUGI-SHI
City:	KANAGAWA
State/Country:	JAPAN
Postal Code:	243-0014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16469380
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	RANDY J. PRTIZKER
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Address Line 2:	600 ATLANTIC AVE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	S1981.70029US00
NAME OF SUBMITTER:	AMANDA MOURA
SIGNATURE:	/Amanda Moura/
DATE SIGNED:	10/21/2021
Total Attachments: 3	
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Agreement

This Agreement is made and entered into as of April 1, 2016 (hereinafter referred to as the "Effective Date") by and between **Sony Semiconductor Solutions Corporation**, a corporation organized and existing under and by virtue of the laws of Japan, whose principal place of business is situated at 4-14-1 Asahi-cho, Atsugi-shi, Kanagawa, 243-0014 Japan (hereinafter referred to as "SSS"), and **Softkinetic Systems S.A./NV**, a limited liability company organized and existing under and by virtue of Belgium, whose principal place of business is situated at 1050 Ixelles -- Elsenne, 11, Boulevard de la Plaine (hereinafter referred to as "SK Systems") in regard to the application, maintenance, and licensing of intellectual property rights with respect to the inventions generated by employees and/or contractors of SK Systems and/or its subsidiaries, including but not limited to followings, (hereinafter collectively referred to as "Softkinetic"), or their contracting counterparties (hereinafter referred to as "Inventions"),

- **Softkinetic Sensors S.A./NV**, a limited liability company organized and existing under and by virtue of Belgium, whose principal place of business is situated at 1050 Ixelles -- Elsenne, 11, Boulevard de la Plaine;
- **Softkinetic Software S.A./NV**, a limited liability company organized and existing under and by virtue of Belgium, whose principal place of business is situated at 1050 Ixelles -- Elsenne, 11, Boulevard de la Plaine;
- **Softkinetic Studios S.A./NV**, a limited liability company organized and existing under and by virtue of Belgium, whose principal place of business is situated at 6040 Charleroi, 151, Chaussée de Bruxelles;
- **Softkinetic International S.A./NV**, a limited liability company organized and existing under and by virtue of Belgium, whose principal place of business is situated at 1050 Ixelles -- Elsenne, 11, Boulevard de la Plaine; and
- **Softkinetic Optrima Entertainment S.A./NV**, a limited liability company organized and existing under and by virtue of Belgium, whose principal place of business is situated at 1050 Ixelles -- Elsenne, 11, Boulevard de la Plaine;

NOW, THEREFORE, it is hereby agreed as follows:

1. Softkinetic and SSS (collectively referred to as the "Parties") agree that Inventions shall be jointly owned by SSS and one or more entity(ies) of Softkinetic which generates such Inventions, unless otherwise specifically agreed between the Parties in a separate written agreement. Subject to the Sony Group Patent Management Policy, nothing herein shall preclude Softkinetic from sharing ownership in any or all right, title and interest in and to any Invention with one or more third parties. In the event that Softkinetic wishes to co-own an Invention with a third party, Softkinetic shall notify such third party of the joint ownership with SSS of such Invention

pursuant to this Agreement and shall secure the agreement of such third party that SSS shall have co-ownership of the Invention pursuant to the terms of this Agreement. Notwithstanding the generality of the forgoing, the provisions for the co-ownership of any rights, title, or interest in and to any Invention with third parties under this Section 1 shall not apply to any patent applications (including any patents issuing therefrom) that were filed prior to the Effective Date of this Agreement or any patent applications (including any patents issuing therefrom) that claim priority to any such patent or patent application (hereinafter referred to as "Softkinetic Patents").

2. SSS shall prepare and file patent application(s) for Inventions when appropriate, and SSS shall maintain Softkinetic Patents and patents resulting from applications for Inventions, all at SSS's expense. In this regard, Softkinetic shall provide reasonable assistance to SSS.
3. Softkinetic shall compensate inventors of Inventions at their respective own expense and responsibility in accordance with their respective inventions policies if such compensation should become necessary.
4. Subject to the terms and conditions herein, SSS shall have the right to:
 - a) make, have made, use, export, import, sell, offer for sale, license, lease or otherwise dispose of any product or service under the Softkinetic Patents and;
 - b) grant licenses, including right to sublicense, to any third party to make, have made, use, export, import, sell, offer for sale, license, lease or otherwise dispose of any product or service under the Softkinetic Patents and Inventions without Softkinetic's consent.

Should Softkinetic desire to grant any licenses to the Softkinetic Patents and Inventions to any third parties, the party so desiring to grant a license shall identify the potential licensee, and shall secure SSS's prior consent for the grant of such license, which consent shall not be unreasonably withheld or delayed. SSS shall review in good faith the circumstances relating to such Inventions and the relationship with the potential licensee to determine whether such license grant is acceptable. The Parties shall consult with each other regarding the aforementioned licenses of the Softkinetic Patents and Inventions to any third parties. Such consultation shall include allocation between SSS and Softkinetic of any expenses or royalties resulting from such license.

5. In accordance with Section 4.b) above, Softkinetic hereby acknowledges that Sony Corporation, a parent company of SSS, granted a license to **Melexis NV**, a corporation organized and existing under and by virtue of Belgium, whose principal place of business is situated at 8900 Ieper, Rozendaalstraat 12, **Melexis Technologies NV**, a corporation organized and existing under and by virtue of Belgium, whose principal place of business is situated at 3980 Tessenderlo, Transportstraat 1, and **Melexis Technologies S.A.**, a corporation organized and

existing under and by virtue of Switzerland, whose principal place of business is situated at Ch-2022 Bevaix (Switzerland), Chemin de Buchaux, 58 (hereinafter collectively referred to as "Melexis") under certain of the Softkinetic Patents pursuant to the terms and conditions under the Patent License Agreement which is entered into between Sony Corporation and Melexis on October 2, 2015.

6. The Parties shall consult with each other regarding the enforcement and/or defense of any patent resulting from any Softkinetic Patents and invention. Such consultation shall include but not be limited to consideration of whether to take action against a potential infringer, or allocation between SSS and Softkinetic of any expenses, royalties, damages, or other recovery resulting from such actions.
7. The Parties warrant that they are competent to enter into and perform this Agreement.
8. The Parties shall negotiate in good faith if interpretation of the terms and conditions of the agreement shall differ between the Parties or it shall become necessary to clarify the Agreement.
9. Any disputes or controversies that may arise out of or in relation to this Agreement shall be settled amicably between the Parties.
10. The Parties confirm that this Agreement shall be governed by and construed in accordance with the laws of Japan without regard to any of its conflicts of laws principles.
11. The Parties confirm that this Agreement constitutes the entire agreement between the Parties with respect to Inventions and controls and supersedes anything on the contrary.

IN WITNESS WHEREOF, Parties caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective date entered below.

Sony Semiconductor Solutions Corporation

By: 

Name: Terushi Shimizu

Title: Representative Director, President

Date: 8/30/16

Softkinetic Systems S.A./NV

By: 

Name: Akihito Hasegawa

Title: CEO

Date: 14 Sep. 2016