

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7337984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GAIN SEMICONDUCTOR, INC.	05/06/2022
GAIN SEMICONDUCTOR LIMITED	05/06/2022
RECEIVING PARTY DATA	
Name:	KINETIC TECHNOLOGIES INTERNATIONAL HOLDINGS LP
Street Address:	100 KING STREET WEST, SUITE 6000
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5X 1E2
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	17462805
Application Number:	17462773
Application Number:	17462721
Application Number:	17462917
Application Number:	17462885
Application Number:	17462846
CORRESPONDENCE DATA	
Fax Number:	(650)815-2601
<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:	650-815-2600
Email:	wchen@sheppardmullin.com, svpatents@sheppardmullin.com, anwong@sheppardmullin.com
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP
Address Line 1:	1540 EL CAMINO REAL, SUITE 120
Address Line 2:	ATTN: WILL CHEN
Address Line 4:	MENLO PARK, CALIFORNIA 94025-4111
ATTORNEY DOCKET NUMBER:	50VF-240042
NAME OF SUBMITTER:	WEIGUO CHEN
SIGNATURE:	/Weiguo Chen/

DATE SIGNED:	05/18/2022
Total Attachments: 5 source=Assignment_Gain-KineticTechIntl#page1.tif source=Assignment_Gain-KineticTechIntl#page2.tif source=Assignment_Gain-KineticTechIntl#page3.tif source=Assignment_Gain-KineticTechIntl#page4.tif source=Assignment_Gain-KineticTechIntl#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made this 6th day of May 2022.

BETWEEN

(1) **GAIN SEMICONDUCTOR, INC.** of 251 Little Falls Drive, City of Wilmington, New Castle County, Delaware 19808, United States of America (hereinafter “**Assignor 1**”)

AND

(2) **GAIN SEMICONDUCTOR LIMITED** of Suites 406-409, 4th Floor, Three Pacific Place, 1 Queen’s Road East, Hong Kong (hereinafter “**Assignor 2**”)

AND

(3) **KINETIC TECHNOLOGIES INTERNATIONAL HOLDINGS LP** of 100 King Street West, Suite 6000, Toronto, Ontario, Canada M5X (hereinafter “**Assignee**”)

This **ASSIGNMENT AGREEMENT** is made in pursuance of an **ASSET PURCHASE AGREEMENT** dated 25th April 2022 between:

KINETIC TECHNOLOGIES;
KINETIC TECHNOLOGIES, INC.;
KINETIC TECHNOLOGIES INTERNATIONAL HOLDINGS LP;
GAIN SEMICONDUCTOR, INC.;
GAIN SEMICONDUCTOR Limited; and
GAIN SEMICONDUCTOR (SHENZHEN) CO., LTD.

FOR the sum of US\$10.00 (ten US dollars) and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, **Assignor 1** hereby SELLS, ASSIGNS, TRANSFERS AND SETS OVER to **Assignee** and its successors, legal representatives and assigns, the entire right, title and interest in and to the intellectual property rights listed in **Schedule 1** hereto including but not limited to sue for injunctive relief and damages for infringement (including past infringement accruing prior to the date of execution of this Agreement) of any of the assigned intellectual property rights listed in **Schedule 1** hereto.

FOR the sum of US\$10.00 (ten US dollars) and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, **Assignor 2** hereby SELLS, ASSIGNS, TRANSFERS AND SETS OVER to **Assignee** and its successors, legal representatives and assigns, the entire right, title and interest in and to the intellectual property rights listed in **Schedule 2** hereto including but not limited to sue for injunctive relief and damages for infringement (including past infringement accruing prior to the date of execution of this Agreement) of any of the assigned intellectual property rights listed in **Schedule 2** hereto.

Assignor 1, Assignor 2 and **Assignee** agree to authorise and request the competent authorities to grant and to issue all such Letters Patent, trademark certificates and other applicable documents throughout the world to **Assignee** of the entire right, title and interest therein in relation to the assigned intellectual property rights listed in **Schedule 1** and **Schedule 2** hereto.

Each of **Assignor 1** and **Assignor 2** together and separately warrant to **Assignee** that each of **Assignor 1** and **Assignor 2** enjoyed all rights, title and interest in the respective assigned intellectual property rights listed in **Schedule 1** and **Schedule 2** hereto and has full power and authority to enter into this **Agreement** and to perform the assignment; each of **Assignor 1** and **Assignor 2** has not licensed or created any encumbrances on the respective assigned intellectual property rights listed in **Schedule 1** and **Schedule 2** hereto wholly or partially to any third party other than as has been disclosed in pursuance of the **Asset Purchase Agreement**; and that no party will claim any and all rights over the respective assigned intellectual property rights listed in **Schedule 1** and **Schedule 2** hereto other than as has been disclosed in pursuance of the **Asset Purchase Agreement**.

Assignor 1 and **Assignor 2** and **Assignee** agree to do anything the other parties reasonably ask, including but not limited to obtaining consents, signing and providing documents and getting documents completed and signed: (a) to bind the parties and their successors under this **Agreement**; (b) to give effect to the intentions of the parties and the objectives of this **Agreement** and the transactions contemplated by it, including negotiating in good faith with respect to any matters requested by any of the parties of this **Agreement**, and by the execution and delivery of documents and other instruments; (c) to use its best endeavours to cause relevant third parties to do likewise to bind every party intended to be bound under this **Agreement**.

This **Agreement** shall be governed and construed in accordance with the laws of Delaware and the parties for this purpose hereby submit to the dispute resolution provisions set forth in the **Asset Purchase Agreement**.

IN WITNESS whereof the parties have executed this Agreement on the date first above written.

Signature Page

SIGNED for and on behalf of Assignor 1 (GAIN SEMICONDUCTOR, INC.)

Signature: _____

Print Name and capacity: Jeff Gray Director

SIGNED for and on behalf of Assignor 2 (GAIN SEMICONDUCTOR LIMITED)

Signature: _____

Print Name and capacity: Jeff Gray CEO

SIGNED for and on behalf of Assignee (KINETIC TECHNOLOGIES INTERNATIONAL HOLDINGS LP)

Signature: _____

Print Name and capacity: CEO, Kinetic Technologies GP

SCHEDULE 1

Internal ref.	US Patent Application Serial no.	US Patent Application Filing date	Patent Specification Title	Status
P20210174US00	US 17/462,805	31-Aug-2021	A Method of Starting a Synchronous Motor And a Controller Therefor	Pending
P20210187US00	US 17/462,773	31-Aug-2021	A Multi-Phase Permanent Magnet Rotor Motor With Independent Phase Coil Windings	Pending
P20210199US00	US 17/462,721	31-Aug-2021	A Method of Determining an Initial Rotor Position for a Synchronous Motor and a Controller Therefor	Pending
P20210200US00	US 17/462,917	31-Aug-2021	A Method of Determining Initial Speed for a Synchronous Motor and a Controller Therefor	Pending
P20210203US00	US 17/462,885	31-Aug-2021	A Method of Operating a Synchronous Motor in a Flux Weakening Mode and a Controller Therefor	Pending
P20210204US00	US 17/462,846	31-Aug-2021	A Method of Aligning a Rotor of a Synchronous Motor at a Specified Rotor Angle and a Controller Therefor	Pending

SCHEDULE 2**COPYRIGHTS**

Internal Reference	Country	Designation			Registration No./Date	Status
G20170149CN01	China	GS1700			2019SR0737412 17-Jul-2019	Registered
G20170149CN01	China	GS1615			2019SR1070580 22-Oct-2019	Registered

TRADEMARKS

Internal Reference	Country	Mark	Class	Application No./Date	Registration No./Date	Status
T20170207CN00	China	Word Mark "PureSine"	9	27360520 08-Nov-2017	27360520 21-Oct-2018	Registered
T20170207KR00	South Korea			40-2017-0141837 08-Nov-2017	40-1403615 05-Oct-2018	
T20170207TW00	Taiwan			106070452 08-Nov-2017	01922995 01-Jul-2018	
T20170207EU00	EU	Word Mark "PURESINE "		017448762 08-Nov-2017	017448762 19-Apr-2018	
T20170207UK00	UK			00917448762 08-Nov-2017	00917448762 19-Apr-2018	
T20170207JP00	Japan			2017-147075 08-Nov-2017	6150237 07-Jun-2019	
T20170207US00	United States			87677809 09-Nov-2017	5597757 30-Oct-2018	

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