

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7450059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PANASONIC HOLDINGS CORPORATION	04/07/2022
RECEIVING PARTY DATA	
Name:	EXO IMAGING, INC.
Street Address:	3600 BRIDGE PARKWAY
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13583379
Application Number:	13322990
Application Number:	13522781
Application Number:	13378499
Application Number:	14000673
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	6504939300
Email:	patentdocket@wsgr.com, tallison@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	48396-700
NAME OF SUBMITTER:	TARAH ALLISON
SIGNATURE:	/Tarah Allison/
DATE SIGNED:	07/25/2022
Total Attachments: 23	
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CONFIDENTIAL

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement including all exhibits attached hereto (this "Agreement") is entered into April 7, 2022 (the "Effective Date"), by and between Panasonic Holdings Corporation (formerly known as Panasonic Corporation), a Japanese corporation with its principal place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan, on behalf of itself and its Affiliates ("Seller") and, Exo Imaging, Inc., a Delaware corporation with its principal place of business at 3600 Bridge Parkway, Redwood City, California 94065, USA ("Purchaser"). Hereinafter, Seller and Purchaser are each referred to as a "Party", and collectively as the "Parties":

RECITALS

WHEREAS, Seller owns certain patents, patent applications, provisional patent applications and/or related foreign patents and foreign patent applications and wishes to assign and transfer to Purchaser all right, title, and interest in such patents and patent applications, including the right to sue for past and future infringement thereof and all other enforcement rights; and

WHEREAS, Purchaser wishes to purchase from Seller all right, title, and interest in such patents and patent applications, including the right to sue and recover for past and future infringement thereof and all other enforcement rights, and

WHEREAS, Purchaser agrees to grant a license back to Seller under such patents and patent applications.

NOW, THEREFORE, in consideration of the promises and performance of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION I
DEFINITIONS**

(i) "Action" means any action, litigation, proceeding (including in the U.S. International Trade Commission or U.S. Patent and Trademark Office), arbitration or other claim (including for injunctive relief) in or before any Governmental Entity.

(ii) "Affiliate(s)" means, with respect to a Party, any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party, but for only so long as such control exists. For the purpose of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means (a) to possess, directly or indirectly, the power to direct the management or policies of an entity, whether through ownership of voting securities, by contract

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relating to voting rights or corporate governance, or otherwise; or (b) direct or indirect beneficial ownership of more than fifty percent (50%) (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting share capital or other equity interest in such entity.

(iii) "Agreement" has the meaning defined in the first paragraph of this Agreement.

(iv) "Assigned Patent(s)" means each of the patents and patent applications set forth in Schedule A whether or not pending, issued, or expired.

(v) "Continuing Licenses" has the meaning defined in Section 7.4.

(vi) "Effective Date" has the meaning defined in the first paragraph of this Agreement.

(vii) "Closing Date" shall mean the date thirty (30) business days following the Effective Date.

(viii) "Governmental Entity" means any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency commission or subdivision thereof, including but not limited to the U.S. Patent and Trademark Office, the European Patent Office and the Japan Patent Office.

(ix) "Identified Company" or "Identified Companies" means those Person(s) set forth in the Seller Disclosure Letter as they exist as of the Effective Date.

(x) "Knowledge of Seller" means the actual knowledge, as of the Effective Date, of Seller's employees providing support for this patent purchase transaction, following a diligent search of Seller's patent related database routinely used for tracking its patent sales and patent licenses.

(xi) "License-Back" has the meaning defined in Section 2.4.

(xii) "Licensed Product(s)" means any product, process, method or service, which would infringe or allegedly infringe, directly or indirectly, any claim of an Assigned Patent.

(xiii) "MEMS" means microelectromechanical systems.

(xiv) "Parties" has the meaning defined in the first paragraph of this Agreement.

(xv) "Party" has the meaning defined in the first paragraph of this Agreement.

(xvi) "Payment Date" means the day on which Purchaser makes the payment to Seller set forth in Section 3.1.

(xvii) "Person" means any individual, corporation, partnership, firm, association, trust, unincorporated organization or other entity, as well as any syndicate or group of any of the foregoing.

(xviii) "Prior Licenses" has the meaning defined in Section 7.3.

(xix) "Purchaser" has the meaning defined in the first paragraph of this Agreement.

(xx) "Scope of Use" means MEMS-based transducers that operate in the ultrasound frequency range and its associated MEMS control, operation, and detection circuitry.

(xxi) "Seller" has the meaning defined in the first paragraph of this Agreement.

(xxii) "Seller Disclosure Letter" means the Seller disclosure letter attached to this Agreement as Schedule E.

(xxiii) "Transfer Documents" mean patent transfer documents, in the form of Schedule B or in a form drafted by Purchaser and approved by Seller, suitable for filing with the relevant Governmental Entity in each jurisdiction where the Assigned Patents issue from or have been filed, as the case may be, in each case to record the change of ownership of the Assigned Patents from Seller to Purchaser.

(xxiv) "Transferees" has the meaning defined in Section 7.4.

SECTION 2 TRANSFER OF PATENTS

2.1. Assigned Patents. In consideration of, and subject to, the payment pursuant to Section 3 hereof, Seller hereby irrevocably sells, transfers, conveys and assigns to Purchaser, and Purchaser hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to all Assigned Patents on the Effective Date to the extent that such right, title and interest are recognized and transferable under applicable law. Seller further irrevocably transfers and assigns to Purchaser all causes of action, rights, and remedies arising under any such Assigned Patents prior to, on, or after the Effective Date, and all claims for damages by reason of past, present or future infringement, or other unauthorized use of such Assigned Patents with the sole right to sue for and collect such damages, in all countries relating to the Assigned Patents. The sale, assignment, transfer and conveyance in this Section 2.1 are subject to any Prior Licenses provided in Section 7.3, the License-Back provided in Section 2.4 and the license to Seller customers provided in Section 2.6.

2.2. Delivery and Recordation. Seller shall execute and deliver to Purchaser an executed copy of the Transfer Documents via e-mail as soon as possible following the Effective Date and shall send an original via overnight mail on or before the Closing Date, together with the original ribbon copy or certificate, as applicable, issued by the relevant jurisdiction for each issued patent within the Assigned Patents. Seller shall only be responsible for sending those ribbon copies or certificates, in any form, that are in its possession or control. After the Payment Date, upon the

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request of Purchaser, Seller will make efforts to deliver, at Purchaser's cost, to Purchaser, or otherwise make available to Purchaser through a method to be mutually agreed upon by Purchaser and Seller, further conveyance instruments as may be requested by domestic or foreign patent offices to evidence more fully the transfer of ownership of all the Assigned Patents to Purchaser, or the original ownership of all the Assigned Patents on the part of Seller, to the fullest extent possible. Purchaser assumes all responsibility and costs for recording (at Purchaser's sole discretion) any and each such assignment of the Assigned Patents in any and all domestic or foreign patent offices and elsewhere throughout the world, as applicable. For the sake of clarity, the Parties agree and understand that Schedule B is only for the purpose of recording a conveyance instrument with relevant patent offices, and under no circumstance shall be used to create or change in any way the rights and obligations of both Parties as set forth in this Agreement, and that in all events the terms and conditions of this Agreement shall control.

2.3. Modifications. To the extent that either Party discovers any patent that should be included or upon finding any typographical errors on Schedule A, upon the written consent of both Parties, Schedule A shall be amended accordingly to include such patent or fix such typographical errors without further consideration, and Schedule A as amended shall become part of this Agreement.

2.4. License-Back. Effective as of the Closing Date, Purchaser, on behalf of itself, its Affiliates, successors and assigns, grants to Seller, its Affiliates (except for the Affiliates granted a sublicense from Seller), and its successors and assigns, a non-exclusive, non-assignable and non-transferable (except as expressly set forth in this Section 2.4 below), non-sublicensable (but with the right to sublicense from Seller solely to Seller's Affiliates), perpetual (both prospective and retroactive), irrevocable, worldwide and royalty-free right and license under the Assigned Patents to make, have made, use, offer to sell, sell, lease, import, export or otherwise dispose of Licensed Products (the "License-Back"). The License-Back shall include the right to grant, without notice or accounting, sublicenses of the same or lesser scope to any current and future Affiliates. With respect to all or a part of any business or assets relating to the Assigned Patents of Seller or its Affiliates divested to a third party, including by way of merger, consolidation, sale or any other form of transfer (the "Divested Business"), the License-Back shall extend to the benefit of the acquirer of the Divested Business and the business or assets acquired by the acquirer (the "Acquirer"); provided, however, that the License-Back, with respect to Acquirer, shall be limited to: (i) the relevant products produced by the Divested Business prior to the date of such divestment (the "Divestment Date") and natural extensions thereof (e.g. any improvement, enhancements, derivatives and new versions which are substantially the same), and (ii) services based on technology of the Divested Business established prior to the Divestment Date. Purchaser, on behalf of itself and all of its direct and indirect successors and assigns, acknowledges and covenants that Purchaser's acquisition of the entire right, title, and interest in and to the Assigned Patents pursuant to this Agreement is subject to the license rights granted to: (1) Seller and its Affiliates (including its Affiliates granted sublicense from Seller) in this Section 2.4; and (2) Seller's customers pursuant to Section 2.6, which each such right shall run with the Assigned Patents and be binding on any direct and indirect successors, assigns, or purchaser of Purchaser. Any attempted transfer by Seller of the License-Back will be null and void unless undertaken in strict accordance with this Section 2.4. Nothing in this Agreement shall be deemed to obligate Purchaser to file, maintain, or prosecute any patent or patent application included in or with respect to the Assigned Patents. The License-Back granted to Seller and its Affiliates, or, if applicable, any Acquirer, under this Section 2.4 shall expire on the day on which the last-to-expire of the Assigned Patents expires. For the purpose of

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the foregoing, for the avoidance of doubt, persons who become Affiliates subsequent to the date of this Agreement shall be deemed to as Seller's Affiliates.

2.5. Release. In addition to the aforesaid License-Back, Purchaser hereby voluntarily and irrevocably, on a worldwide basis, releases Seller and its successors, assigns and Affiliates from, and covenants not to sue Seller and its successors, assigns and Affiliates based on any and all rights, claims, debts, liabilities, demands, obligations, promises, damages, causes of action, and claims for relief that Purchaser may have had, has, may have asserted, may now have or assert, and may hereafter have or assert against Seller and its successors, assigns and Affiliates, for infringement of the Assigned Patents, whether now existing or hereafter arising (the "Release"). The Parties agree that the Release shall, in accordance with its terms, be for the benefit of not only Seller and its successors, assigns and Affiliates, but also of its and their downstream customers of the Licensed Products. The Parties, having specific intent to release Seller and its successors, assigns and Affiliates from all potential claims within the scope of the Release described in this Section 2.5, whether known or unknown, do hereby acknowledge and expressly waive the provision of Section 1542 of the California Civil Code (and similar provisions in other jurisdictions, whether by statute or common law), which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his settlement with debtor."

2.6. License to Seller Customers. Purchaser, on behalf of itself and its Affiliates, grants to third parties directly or indirectly purchasing Licensed Products of Seller or its Affiliates, a non-exclusive, non-assignable and non-transferable, non-sublicensable, perpetual (both prospective and retroactive), irrevocable, worldwide and royalty-free right and license, under any claims of any Assigned Patents, to sell, offer to sell, use, import, or otherwise dispose of such Licensed Products, including to make, have made, use, offer to sell, sell, import or otherwise dispose of any products that are a combination of any such Licensed Products of Seller or its Affiliates and anything other than such Licensed Products of Seller or its Affiliates to the extent that such Licensed Products of Seller or its Affiliates substantially embody claimed material features of any Assigned Patent.

2.7. Maintenance Fees. If Seller pays any maintenance fees, annuities and the like relating to each Assigned Patent which finally came due without any surcharge on or after the Effective Date, Purchaser shall reimburse Seller within thirty (30) days after the Closing Date for all such fees, without any surcharge, which were due between the Effective Date and the Closing Date that were paid by Seller. For the avoidance of doubt, Purchaser shall solely be responsible to pay such fee after the Effective Date.

**SECTION 3
CONSIDERATION**

3.1. Payment. As consideration for the Assigned Patents and Seller's full performance of its obligations under this Agreement, Purchaser shall pay Seller Two Million and Eight Hundred Thousand (US\$2,800,000) US dollars ("Payment Amount") within thirty (30) business days from the Effective Date, with deduction of taxes provided in Section 3.3. Purchaser will provide Seller with advance notice of the Payment Date. Except as expressly provided herein, any payment made hereunder is nonrefundable. If an applicable law, regulation, or binding rule imposes upon Purchaser some procedures or requirements with respect to its payment to Seller hereunder, Purchaser shall complete all such necessary procedures or requirements at Purchaser's sole expense with Seller's reasonable assistance.

3.2. Payment Method. Any payment to be made by Purchaser to Seller under this Agreement shall be in United States Dollars to the following bank account of Seller. Purchaser shall be responsible for any wire transfer fee.

Bank	Sumitomo Mitsui Banking Corporation
Office	Osaka Head Office
Bank Address	6-5, Kitahama 4-Chome, Chuo-ku, Osaka 541-0041 JAPAN
Accountholder	Panasonic Holdings Corporation
Accountholder's Address	1006, Kadoma, Kadoma City, Osaka, 571-8501, JAPAN
Account Number	276060
Swift Code	SMBCJPJT

3.3. Taxes. Except as expressly provided herein, any payment due hereunder is exclusive of all local fees, taxes, duties, or banking charges of any kind, none of which shall be deducted, and Purchaser shall be responsible for all fees, taxes, duties, and banking charges relating to the purchase of the Assigned Patents. Purchaser shall use its commercially reasonable efforts to ensure that there is no deduction or withholding of any taxes, levies or other imposts, imposed on any payments to Seller. Purchaser shall be responsible for taking all appropriate or required procedures therefore and consistent with the Tax Treaty between the United States and Japan, including but not limited to: (i) obtaining and submitting any necessary documents to the relevant tax authorities as may be needed to avoid such deduction or withholding, and (ii) in the event that it is not possible to avoid such deduction or withholding and Purchaser pays such taxes on behalf of Seller, promptly providing to Seller official tax receipts indicating such payment. Seller shall cooperate in providing such necessary documents or related information as Purchaser shall request.

3.4. Failure of Payment. Notwithstanding anything herein to the contrary, if Purchaser fails to make the payment provided in Section 3.1 by the Payment Date, Seller shall have the right to rescind this Agreement and to render the transfer of the Assigned Patents or other grant or acceptance of any rights or obligations under this Agreement null and void with written notice to Purchaser unless Purchaser cures such breach within thirty (30) business days.

**SECTION 4
REPRESENTATIONS AND WARRANTIES OF SELLER**

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Seller hereby represents and warrants to Purchaser as of the Effective Date as follows:

4.1. Corporate Organization. Seller is a corporation duly organized, validly existing and in good standing under the respective laws of incorporation of its jurisdiction, is duly qualified and is in good standing under the laws of each jurisdiction in which the character of the properties and assets now owned or held by it or the nature of the business now conducted by it requires it to be so licensed or qualified. Seller has full corporate power and authority to carry on its business as it is now being conducted.

4.2. Authority. Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject to applicable laws affecting creditors' rights generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity.

4.3. No Conflict; No Consents. To the knowledge of Seller, the execution and delivery of this Agreement and the performance of the obligations of Seller hereunder will not violate or be in conflict with any provision of law, any order, rule or regulation of any court or other agency of government, or any provision of Seller's articles of incorporation or bylaws. To the knowledge of Seller, no consent, approval or authorization of or declaration or filing with any Governmental Entity or other Person or entity on the part of Seller is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

4.4. Assigned Patents.

(a) Title. To the knowledge of Seller, Seller has good and marketable title to the Assigned Patents, including all right, title, and interest in and to the Assigned Patents and the right to sue for past, present, and future infringement thereof. To the knowledge of Seller, Seller has obtained and properly recorded previously executed assignments for the Assigned Patents as necessary or desirable to fully perfect its rights and title therein in accordance with or as permitted by the law of any applicable country. Notwithstanding the foregoing, this provision (a) shall not apply to any patents or patent applications of which status is "abandoned" in the Schedule A.

(b) Identified Companies. To Seller's knowledge, Seller is not aware of any written agreement between Seller or any of its Affiliates, as one named party, and any of the Identified Companies, as the other named party, pursuant to which Seller or any of its Affiliates grants or has granted to such Identified Company any license that remains in effect as of the Effective Date under any of the Assigned Patents for at least the Scope of Use. For the avoidance of doubt, the representations and warranties set forth in this Section 4.4(b) do not apply to any license, covenant not to sue, or immunity from suit granted or otherwise conveyed (i) implicitly, by operation of law, equity, estoppel, first sale or exhaustion; through or in connection with the manufacture, sale, license or other disposition of Licensed Products or provision of services of Seller or its Affiliates; (ii) by a previous owner (i.e., not Seller or any of its Affiliates); or (iii) under or in connection with any standards setting activity.

(c) No Other Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF ANY ASSIGNED PATENTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE ASSIGNED PATENTS ARE SOLD AND ASSIGNED ON A STRICTLY "AS-IS" BASIS, AND SELLER MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION, WARRANTY, OR COVENANT THAT THE PRACTICE OF ANY INVENTION CLAIMED IN AN ASSIGNED PATENT WILL NOT INFRINGE ANY OTHER PATENT THAT IS OR WAS AT THE TIME OWNED BY SELLER, NOR SHALL SELLER HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY PURCHASER OF PATENTS OR OTHER RIGHTS OF THIRD PARTIES. SELLER ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE MANUFACTURE, USE, SALE OR OTHER DISPOSITION OF ANY OF PURCHASER OR ANY THIRD PARTIES' PRODUCTS, PROCESSES, METHODS OR SERVICES BASED ON ANY OF THE ASSIGNED PATENTS.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as of the Effective Date as follows:

5.1. Corporate Organization. Purchaser is a corporation duly organized, validly existing and, to the extent applicable, in good standing under its respective laws of its incorporation, is duly qualified and, to the extent applicable, is in good standing under the laws of each jurisdiction in which the character of the properties and assets now owned or held by it or the nature of the business now conducted by it requires it to be so licensed or qualified. Purchaser has full corporate power and authority to carry on its business as now being conducted.

5.2. Authority. Purchaser has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Purchaser and the performance by Purchaser of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, subject to applicable laws affecting creditors' rights generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity.

5.3. No Conflict; No Consents. To the knowledge of Purchaser, the execution and delivery of this Agreement and the performance of the obligations of Purchaser hereunder will not violate or be in conflict with any provision of law, any order, rule or regulation of any Governmental Entity, or any provision of Purchaser's certificate of incorporation or bylaws. To the knowledge of Purchaser, no consent, approval or authorization of or declaration or filing with any Governmental Entity or other Person or entity on the part of Purchaser is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

5.4. Warranty Disclaimer and Limitations on Liability and Damages. THE LICENSE-BACK GRANTED UNDER SECTION 2.4 IS PROVIDED WITHOUT WARRANTY OF ANY TYPE OR OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

SECTION 6 OTHER COVENANTS OF SELLER

6.1. Interim Conduct. During the period continuing until the earlier of the termination of this Agreement and the Closing Date, except as otherwise contemplated by this Agreement or as Purchaser otherwise agrees in writing in advance, Seller shall pay all U.S. and foreign maintenance, annuity and all other fees payable on the Assigned Patents that are finally due on or prior to the Closing Date (but, for the sake of clarity, Seller shall not be responsible for paying any fees due thereafter). Further, during the period continuing until the earlier of the termination of this Agreement and the Closing Date, except as otherwise contemplated by this Agreement including but not limited to Section 7.6 or as Purchaser otherwise agrees in writing in advance or in the case of any breach of obligation of Purchaser, Seller (or its Affiliates, as applicable) shall not do or authorize any of the following:

- (a) transfer, assign, sell, pledge or subject to any security interest any of the Assigned Patents;
- (b) grant to any third Person any license or other right that binds successors and assigns (i.e. Purchaser) with respect to any Assigned Patents;
- (c) commence or settle any Action with respect to the Assigned Patents other than any disputes between Seller and Purchaser in connection with this Agreement; or
- (d) agree, authorize or commit to do any of the foregoing.

6.2. No Future Responsibility. Seller shall have no responsibility for any legal action or proceeding relating to any of the Assigned Patents which is commenced on or after the Effective Date (other than an action or proceeding relating to a breach of this Agreement). If Purchaser embroils Seller, its Affiliates or any future assignee of this Agreement in any action or proceeding relating to any of the Assigned Patents (other than an action or proceeding relating to a breach of this Agreement), Purchaser shall reimburse Seller for all costs and expenses incurred by Seller in connection with such action or proceeding.

6.3. Limited Power of Attorney. Seller irrevocably constitutes and appoints Purchaser, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents, and to take any action which shall be necessary, appropriate or desirable to effectuate the transfer, or prosecution of the Assigned Patents in accordance with the terms of this Agreement; provided, however, that such power shall be exercised by the Purchaser only in the event that Seller fails to take the necessary actions required hereunder to effect or record

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such transfer, or prosecution of such Assigned Patents within thirty (30) business days of Purchaser's reasonable request. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

SECTION 7
OTHER COVENANTS OF PURCHASER

7.1. Patent Infringement Lawsuit. Purchaser, on behalf of itself and its Affiliates, agrees that it shall take all reasonable actions to ensure that Seller does not join in any activities relating to Purchaser's defense, enforcement or licensing of any Assigned Patent.

7.2. Fees and Other Actions. Any costs for any patent office proceedings taken on or after the Effective Date by Purchaser, the cost of recording the transfer of the Assigned Patents, including any maintenance fees, annuities, renewal fees, issue fees and the like due on the Assigned Patents, and any and all other costs regarding the Assigned Patents shall be borne solely by Purchaser.

7.3. Continuation of Prior Licenses. Purchaser, on behalf of itself, its Affiliates, and their successors and assigns, acknowledges and covenants that: (i) Purchaser's acquisition of the entire right, title, and interest in and to the Assigned Patents pursuant to this Agreement is subject to any and all outstanding licenses, options to acquire licenses, or other rights existing in third parties under agreements executed by Seller prior to the Effective Date of this Agreement (hereinafter "Prior Licenses"), all of which shall run with the Assigned Patents and shall remain in full force and effect in accordance with their terms in effect as of the Effective Date; (ii) Purchaser shall not intentionally interfere with any Prior Licenses; and (iii) Purchaser agrees not to challenge the validity and enforceability of such Prior Licenses on the grounds that they were not of record, or that Purchaser, its Affiliates, or its or their successors or assigns had no notice of or were otherwise unaware of such Prior Licenses.

7.4. Continuation of Licenses in the Event of Subsequent Transfer by Purchaser. Purchaser may only sell, assign, transfer and/or convey any right, title or interest in and to the Assigned Patents subject to Purchaser's obligations set forth in this Agreement. In no event may Purchaser sell, assign, transfer and/or convey any right, title or interest in and to the Assigned Patents to any third party except as provided in this Section 7.4. Any rights in the Assigned Patents granted by Purchaser to its successors, assigns or exclusive licensees (collectively, the "Transferees") after the Effective Date of this Agreement, whether by sale, license, assignment, or other instrument, shall be by their express terms subject to: (i) any Prior Licenses described in Section 7.3, (ii) the License-Back under Section 2.4 and (iii) the license to Seller's customers under Section 2.6 (the Prior Licenses, the License-Back, and the license to Seller's Customers, collectively, the "Continuing Licenses"). Purchaser agrees and covenants that: (1) the Continuing Licenses shall be binding on any successors, assigns, or purchasers of Purchaser, and/or of the Assigned Patents, (2) any successors, assigns, or purchasers of Purchaser and/or of the Assigned Patents shall assume in writing all rights and obligations of Purchaser under this Agreement (except as otherwise expressly set forth in Section 7.1), and (3) the Continuing Licenses will continue in accordance with their terms. Purchaser acknowledges and agrees to use diligent efforts to undertake all necessary steps, at the request and expense of Seller, including execution of all documents or instruments to record or perfect the Continuing Licenses, to ensure that (a) the

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Continuing Licenses shall run with the Assigned Patents, (b) the Continuing License are binding on any direct and indirect successors, assigns or purchasers of Purchaser and or of the Assigned Patents, and (c) any direct indirect successors, assigns, or purchasers of Purchaser and/or of the Assigned Patents shall assume in writing all obligations of Purchaser (other than the payment obligation set forth in Section 3.1) under this Agreement.

7.5. Prohibition of Injunction. Purchaser for itself, its Affiliates, and its and their successors and assigns, agrees not to take (or continue to prosecute) any legal actions (including any judicial and administrative actions) under the Assigned Patents, seeking injunctive relief, cease and desist order, exclusion order or the like that prohibits or restricts the making, having made, importing, selling or offering for sale of Licensed Products sold indirectly or directly to Seller or its Affiliates, solely where Purchaser, its Affiliate, or its successor or assign, as applicable, has specific knowledge that the particular applicable Licensed Products are sold indirectly or directly to Seller or its Affiliates.

7.6. Acknowledgement of Certain Encumbrances. The Parties agree and acknowledge that Seller hereby notifies Purchaser of encumbrances relating to certain Assigned Patents granted to Samsung Electronics Co., Ltd. and Intel Corporation set forth in Schedule C and D and, Purchaser hereby agrees to be bound to all applicable encumbrances and the terms and conditions set forth in Schedule C and D and shall execute or submit signed Schedule C and D to Seller as of the Effective Date. For the avoidance of doubt, Schedule C and D is not an exhaustive list of encumbrances relating to Assigned Patents.

SECTION 8 MISCELLANEOUS

8.1. Confidential Information. Each Party considers the terms of this Agreement and any information which (i) is disclosed from the disclosing Party to the receiving Party during the course of the negotiation or operation of this Agreement (including the information disclosed before the Effective Date of this Agreement), and (ii) is marked as "Confidential" or the substantial equivalent thereof at the time of the disclosure, or is identified and designated via written notice at a later time by the disclosing Party ("Confidential Information") to be strictly confidential. The receiving party shall use the Confidential Information only as expressly permitted herein. Confidential Information shall not include information that (i) was in the public domain at the time it was disclosed or becomes part of the public domain after disclosure by or through no action or omission to act of the receiving Party or its representatives; (ii) was or becomes known to the receiving Party prior to the time of its disclosure without breach of this Agreement or any other obligation of confidentiality to the disclosing Party as proven by the written records of the receiving Party; (iii) is independently developed by the receiving Party without using the Confidential Information; (iv) is legally received by the receiving Party from a third party, without any obligation to keep it confidential; or (v) is approved for disclosure by prior written permission of an authorized signatory of the disclosing Party. Neither Party shall disclose the terms of this Agreement or the other Party's Confidential Information to any third Person (excluding a Affiliate of a Party) except: (i) to legal counsel; (ii) to auditors; (iii) to the extent, if any, required by law; (iv) in accordance with the terms of a protective order duly entered in a legal or administrative proceeding; (v) as required by any Governmental Entity; or (vi) with the prior written consent of

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the other Party (such consent not to be unreasonably withheld); provided, however that Purchaser may publicly file, in its sole discretion, Schedule B or any other instrument of transfer of the Assigned Patents with relevant Governmental Entities and for the purpose of enforcing this Agreement and may disclose this Agreement or its contents to relevant Governmental Entities in order to enforce or protect Purchaser's right, title and interest in and to the Assigned Patents; provided further, that: (1) in the case of (i) through (v) above, the Parties shall use all legitimate and legal means available to minimize disclosure to third parties, including seeking confidential treatment or a protective order whenever appropriate or available; and (2) in the case of (iii) through (v) above, the disclosing Party shall provide prior written notice of such disclosure to the other Party. In addition, except for Section 3.1, Purchaser may disclose this Agreement or its contents to any potential licensees or assignees of the Assigned Patents, provided that all such potential licensees or assignees agree to the same terms of confidentiality as set forth in this Section 8.1. Notwithstanding the foregoing, the Parties acknowledge that Purchaser may, with prior written consent from Seller (such consent not to be unreasonably withheld) to publish and distribute a press release announcing the execution of this Agreement. Such press release may contain the name of the Seller hereunder and a broad characterization of the nature of the transactions undertaken herein. The Payment Amount, identification of the Assigned Patents, or terms other than those previously identified shall not be disclosed with specificity, unless required by applicable stock exchange or regulatory body requirements, or otherwise deemed material.

8.2. Notices. All notices under this Agreement shall be in writing, specifically refer to this Agreement, and be delivered in person or sent by international carrier or overnight mail, by telecopy, or by other means providing proof of delivery, to the Parties at their respective addresses set forth below, or to any other address of which a Party notifies the other. Other communications under this Agreement may be made by any of the foregoing means as well as electronic mail to an e-mail address designated by a Party. All notices shall be deemed to be effective on the date of actual receipt or five days after transmission as provided above, whichever is sooner.

IF TO SELLER:

Panasonic Holdings Corporation
Intellectual Property Department
2-1-61 Shiromi, Chuo-ku, Osaka City
540-6207, Japan
Attention: General Manager

IF TO PURCHASER:

Exo Imaging, Inc.
3600 Bridge Parkway
Redwood City, CA 94065 USA
Attention: VP, IP and Transactions

8.3. Assignment of this Agreement. Except as expressly provided in this Agreement, neither Party shall assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment or attempted assignment of this Agreement or any part thereof by a Party without the prior written consent of the other Party shall be void; provided that a Party (and any permitted assignee) may assign or transfer any and all rights retained or granted under this Agreement, in whole or in part, without the other Party's consent, to any Affiliate of the Party or in connection with any merger, consolidation, restructuring, acquisition or other change of control or internal reorganization of the Party. This Agreement is binding upon and inures to the benefit of successors and permitted assigns of the Parties. Except as expressly provided in Section 7 of this Agreement, for clarity, nothing in this Agreement shall in any way limit the sale, transfer, licensing, or other exploitation of the Assigned Patents by Purchaser or any of Purchaser's successors or assigns or purchasers of the Assigned Patents.

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8.4. Construction. Each of the Parties and their respective counsel has participated in the negotiation and drafting of this Agreement, and have had an opportunity to review this Agreement. For purposes of this Agreement, whenever the context requires: (i) the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine gender includes the masculine and neuter genders; and the neuter gender includes the masculine and feminine genders; (ii) in the event that any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties and no rule of construction, presumption or burden of proof shall arise favoring one Party concerning construction or interpretation of ambiguous provisions, terms or otherwise by virtue of one Party's presumed authorship of this Agreement or any provision thereof; and (iii) the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

8.5. Entire Agreement. This Agreement, including all exhibits, constitutes the complete and final agreement between the Parties, and supersedes all prior and contemporaneous negotiations and agreements between the Parties concerning its subject matter.

8.6. Amendment; Waiver. This Agreement may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the Parties. No waiver of any term or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of that term or condition or a waiver of any other term or condition. The interpretation of this Agreement may not be explained or supplemented by any course of dealing or performance, or by usage of trade.

8.7. English Language. This Agreement is made in English and as such the original English version of this Agreement shall prevail and govern any translation or retranslation. The titles and headings used in this Agreement are intended as a convenience only, and shall not affect the interpretation of its provisions.

8.8. Relationship of the Parties. The Parties are separate and independent legal entities. Nothing in this Agreement shall constitute a partnership nor make either Party the agent or representative of the other. Neither Party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Neither Party shall hold itself out contrary to the terms of this paragraph. Neither Party shall be liable for the representations, acts, or omissions of the other Party contrary to the terms of this Agreement.

8.9. Jurisdiction, Venue and Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws, but not the choice of law rules, of the State of California and the applicable federal laws of the United States. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).

8.10. Dispute Resolution. The Parties shall make best efforts to settle amicably and promptly by mutual consent of the Parties all disputes, claims, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Agreement, or for any breach thereof. If such disputes, claims, controversies or differences cannot be settled between the Parties within ninety (90) days after notice is provided to each other Party of such disputes, claims, controversies or differences, they shall be, at the request of any Party, finally settled by

binding arbitration administered by JAMS pursuant to the JAMS International Arbitration Rules. The arbitration shall be conducted in California in English. If the amount in dispute, as set forth in either the Request for Arbitration or Counterclaim is less than US\$2 million, then the arbitration shall be conducted before one (1) arbitrator. If the amount in dispute, as set forth in either the Request for Arbitration or Counterclaim is equal to or greater than US\$2 million, then the arbitration shall be conducted before a panel of three arbitrators. The arbitrator or arbitrators shall be selected in accordance with Article 7 of the JAMS International Arbitration Rules from among persons having patent expertise. There shall be a presumption against depositions, but upon a showing of a compelling need, the arbitrator or arbitrators can order depositions, but in no event can the arbitrator or arbitrators order more than 3 depositions per side, and each deposition is limited to no more than 5 hours. The arbitrator is hereby instructed to follow applicable rules of substantive law in deciding the dispute. The arbitrator or arbitrators shall render a reasoned award and may make an award of reasonable attorneys' fees to the prevailing Party. The award rendered by the arbitrator(s) shall be final and binding upon the Parties. Judgment upon the award may be entered and enforced in any court having jurisdiction thereof. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the applicable substantive law applied to this Agreement, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). Notwithstanding anything contained in this Section 8.10, either Party may seek injunctive or other equitable relief whenever the facts or circumstances would permit such Party to seek such equitable relief in a court of competent jurisdiction whether in lieu of, in addition to, or prior to initiation of any arbitration as set forth above.

8.11. Limitation of Liability. EXCEPT THE CONFIDENTIALITY OBLIGATIONS UNDER 8.1, THE PAYMENT OBLIGATION OF PURCHASER UNDER SECTION 2.7, 3.1 and 6.1, AND PURCHASER'S BREACH OF SECTION 2.4, 2.6, 7.3, AND 7.4, THE MAXIMUM LIABILITY OF A PARTY FOR ANY DAMAGES RELATED TO THIS AGREEMENT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE PAYMENT SELLER RECEIVES FROM PURCHASER SET FORTH IN SECTION 3.1 OF THIS AGREEMENT. EXCEPT THE CONFIDENTIALITY OBLIGATIONS UNDER 8.1, SELLER SHALL NOT BE LIABLE FOR ANY OTHER MONETARY DAMAGES FOR ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT OTHER THAN AS SET FORTH ABOVE. EXCEPT THE CONFIDENTIALITY OBLIGATIONS UNDER 8.1, THE PAYMENT OBLIGATION OF PURCHASER UNDER SECTION 2.7, 3.1 and 6.1, AND PURCHASER'S BREACH OF SECTION 2.4, 2.6, 7.3, AND 7.4, NO PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT OR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED, ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST GOODWILL AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

8.12. Severability. If any provision of this Agreement is found or held to be unenforceable or invalid by any legally governing authority having jurisdiction over either Party,

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the provision shall be severed and the remainder of this Agreement shall be valid and enforceable. The Parties shall negotiate in good faith a substitute provision that most nearly affects the Parties' original intent.

8.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

8.14. Asset Purchase. The transaction contemplated under this Agreement is strictly an asset purchase, and Purchaser is not taking any assignment of any debt, obligation, or other financial encumbrance on any of the Assigned Patents.

8.15. No Use For Weapons. Purchaser agrees (solely on behalf of itself and its Affiliates, and without making any representation or covenant regarding Purchaser's licensees) that it shall not practice the Assigned Patents for Purposes Relating Weapons. For the purpose of this Agreement, "Purpose Relating Weapons" means the design, development, manufacture or use of any weapons, including without limitation, nuclear weapons, biological weapons, chemical weapons and missiles and land mines.

[The remainder of this page has been intentionally left blank. Signature page follows]

BEST COPY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by its duly authorized representative.

Panasonic Holdings Corporation

By:

Name:

Title:

Date:



Yoshiaki Tokuda

Director

April 7, 2022

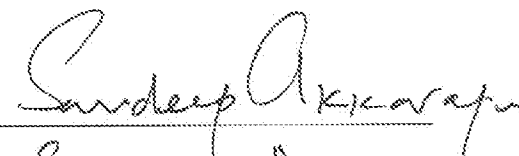
Exo Imaging, Inc.

By:

Name:

Title:

Date:



SANDEEP AKKARAJU

CEO

APRIL 19, 2022

SCHEDULE A
ASSIGNED PATENTS

	Publication or Patent No.	Publication Date	Application No.	Country	Status
1	JP511878582	2013-01-16	JP2012535506A	Japan	active
	JPWO2012140846A1	2014-07-28	JP2012535506A	Japan	active
	US20130047746A1	2013-02-28	US201213583379A	US	active
	US851690582	2013-08-27	US201213583379A	US	active
	WO2012140846A1	2012-10-18	JP2012002297W	PCT	
2	CN102449906A	2012-05-09	CN201180002256A	China	active
	CN102449906B	2014-10-01	CN201180002256A	China	active
	JP519261082	2013-05-08	JP2012505474A	Japan	active
	JPWO2011114628A1	2013-06-27	JP2012505474A	Japan	active
	US2012075030A1	2012-03-29	US201113322990A	US	active
	US8742872B2	2014-06-03	US201113322990A	US	active
	WO2011114628A1	2011-09-22	JP2011001051W	PCT	
3	JP5075296B2	2012-11-21	JP2012527939A	Japan	
	JPWO2012114655A1	2014-07-07	JP2012527939A	Japan	
	US2012319790A1	2012-12-20	US201213522781A	US	active
	US8698569B2	2014-04-15	US201213522781A	US	active
	WO2012114655A1	2012-08-30	JP2012000616W	PCT	
4	JP527732282	2013-08-28	JP2011552271A	Japan	
	JPWO2011148630A1	2013-07-25	JP2011552271A	Japan	
	US2012092083A1	2012-04-19	US201113378499A	US	active
	US854207482	2013-09-24	US201113378499A	US	active
	WO2011148630A1	2011-12-01	JP2011002910W	PCT	
5	JP5367925B1	2013-12-11	JP2013526021A	Japan	active
	JPWO2013132746A1	2015-07-30	JP2013526021A	Japan	active
	US2014202260A1	2014-07-24	US201314000673A	US	active
	US8826742B2	2014-09-09	US201314000673A	US	active
	WO2013132746A1	2013-09-12	JP2013000742W	PCT	

SCHEDULE B

TRANSFER DOCUMENTS

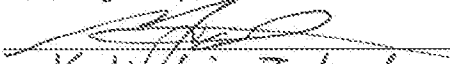
Panasonic Holdings Corporation, a Japanese corporation having a place of business at 1006 Oaza, Kadoma, Kadoma City, Osaka 571-8501, Japan ("Assignor"), hereby irrevocably assigns to Exo Imaging, Inc. ("Assignee"), as of the date set forth below, the entire right, title and interest for Japan, the United States of America and its territorial possessions, and all foreign countries including all rights of priority, in inventions disclosed in the patents and patent applications identified on SCHEDULE A, together with future applications for patents under U.S. law or regulation or of any foreign country with respect to the patentable inventions from which any of the foregoing arise, including without limitation, divisions, continuations, continuations-in-part, substitutions, reexaminations, reissues, extensions or foreign counterparts therefrom the (collectively, "Assigned Patents"), and all causes of action, rights, and remedies arising under any such Assigned Patent prior to, on or after the Effective Date of this Agreement and all claims for damages by reason of past, present or future infringement or other unauthorized use of such Assigned Patents with the right to sue for and collect such damages.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representatives to execute this Assignment.

ASSIGNOR

Panasonic Holdings Corporation

By: 
Name: Yoshiaki Takuda
Title: Director
Date: April 9, 2022

SCHEDULE C

TRANSFeree ACKNOWLEDGEMENT

Transferee hereby acknowledges and agrees not to sue or threaten to sue Samsung Electronics Co., Ltd., its subsidiaries, or their direct or indirect customers ("Samsung Entities"), for the period through May 31, 2030 for infringement of any patents and/or patent applications and/or other patent rights set forth in SCHEDULE A ("Patents") by the Products (as defined below) made, have made, used, sold, offered for sale, and/or imported by Samsung Electronics Co., Ltd. or its subsidiaries. For the purpose of this acknowledgement, the "Products" means following products:

- (1) a complete end user product that can be directly used by the end user for wireless telecommunications, including, but not limited to, smartphones, feature phones tablets, wearable devices (smart watch, smart band and VR) and laptops;
- (2) cellular infrastructure equipment; and
- (3) any and all semiconductor products, including, but not limited to, any portion thereof.

Transferee also hereby agrees to provide a copy of this executed TRANSFeree ACKNOWLEDGEMENT to any successor to all or any portion of its interest in or to any of the Patents, and to contractually require any such successor in interest to (a) agree in writing to not be to sue or threaten to sue Samsung Entities for infringement of the Patents by the Products made, have made, used, sold, offered for sale, and/or imported by Samsung Electronics Co., Ltd. or its subsidiaries and (b) to similarly notify and bind any subsequent successor in interest, including, without limitation, by providing a copy of this executed Transferee Acknowledgment.

Executed by the authorized representatives of Panasonic and Transferee:

PANASONIC HOLDINGS CORPORATION

Transferee

On behalf of itself and its Affiliates

On behalf of itself and its Affiliates

By: [Signature]

By: Sandeep Akkaraju

Name: Yoshiaki Tokuda

Name: SANDEEP AKKARAJU

Title: Director

Title: CEO

Date: April 7, 2022

Date: APRIL 19, 2022

SCHEDULE D

FORM OF TRANSFEREE ACKNOWLEDGEMENT CONFIDENTIAL

The patents and/or patent applications and/or other patent rights set forth below and to be assigned, exclusively licensed, or otherwise transferred (the "Encumbered Patents") by Panasonic Holdings Corporation to Exo Imaging, Inc. (the "Transferee") under the terms of this Agreement are subject to licenses, covenants, agreements, immunities, releases and/or other rights or encumbrances previously granted by Panasonic Holdings Corporation to Intel Corporation and its affiliates, and to certain of its customers, contractors and other representatives (the "Intel Encumbrances"), pursuant to a Patent Agreement between Panasonic Holdings Corporation and Intel Corporation, which Patent Agreement specifically provides that all such Intel Encumbrances shall survive any such assignment, exclusive license or other transfer by Panasonic Holdings Corporation.

Transferee hereby acknowledges such Intel Encumbrances and agrees to be bound in all respects by each and every such Intel Encumbrance with respect to each and every Encumbered Patent.

Transferee also hereby agrees to provide a copy of this executed Transferee Acknowledgement to any successor to all or any portion of its interest in or to any of the Encumbered Patents, and to contractually require any such successor in interest to (a) agree in writing to be bound to all such Intel Encumbrances, and (b) to similarly notify and bind any subsequent successor in interest, including, without limitation, by providing a copy of this executed Transferee Acknowledgment.

LIST OF TRANSFERRED PATENTS SUBJECT TO INTEL ENCUMBRANCES

	Publication or Patent No.	Publication Date	Application No.	Country
1	JP5118785B2	2013-01-16	JP2012535506A	Japan
	JPWO2012140846A1	2014-07-28	JP2012535506A	Japan
	US20130047746A1	2013-02-28	US201213583379A	US
	US8516905B2	2013-08-27	US201213583379A	US
	WO2012140846A1	2012-10-18	JP2012002297W	PCT
2	CN102449906A	2012-05-09	CN201180002256A	China
	CN102449906B	2014-10-01	CN201180002256A	China
	JP5192610B2	2013-05-08	JP2012505474A	Japan
	JPWO2011114628A1	2013-06-27	JP2012505474A	Japan
	US2012075030A1	2012-03-29	US201113322990A	US
	US8742872B2	2014-06-03	US201113322990A	US
	WO2011114628A1	2011-09-22	JP2011001051W	PCT
3	JP5075296B2	2012-11-21	JP2012527939A	Japan
	JPWO2012114655A1	2014-07-07	JP2012527939A	Japan
	US2012319790A1	2012-12-20	US201213522781A	US
	US8698569B2	2014-04-15	US201213522781A	US
	WO2012114655A1	2012-08-30	JP2012000616W	PCT
4	JP5277322B2	2013-08-28	JP2011552277A	Japan
	JPWO2011148630A1	2013-07-25		
	US2012092083A1	2012-04-19		

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	WO2011148630A1	2011-12-01	JP2011002910W	PCT
5	JP5367925B1	2013-12-11	JP2013526021A	Japan
	JPWO2013132746A1	2015-07-30	JP2013526021A	Japan
	US2014202260A1	2014-07-24	US201314000673A	US
	US8826742B2	2014-09-09	US201314000673A	US
	WO2013132746A1	2013-09-12	JP2013000742W	PCT

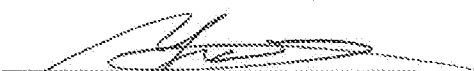
Executed by the authorized representatives of Panasonic Holdings Corporation and Transferee:

PANASONIC HOLDINGS CORPORATION

Transferee

On behalf of itself and its Affiliates

On behalf of itself and its Affiliates

By: 

By: 

Name: Yoshiaki Tokuda

Name: SANDEEP AKKARAJU

Title: Director

Title: CEO

Date: April 7, 2022

Date: APRIL 19, 2022

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Yoshiaki Tokuda to the above Transfer Document on behalf of Panasonic Holdings Corporation and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation if called upon to do so.
2. Yoshiaki Tokuda is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on April 7, 2022 to execute the above Transfer document on behalf of Panasonic Holdings Corporation.
3. Yoshiaki Tokuda executed the above Transfer Document on behalf of Panasonic Holdings Corporation.

I declare under penalty of perjury under the laws of the United States of America that the statements made above in this Attestation are true and correct.

EXECUTED on April 7, 2022

Signature: Noriyuki Fujibayashi

Print Name: Noriyuki Fujibayashi

SCHEDULE E
SELLER DISCLOSURE LETTER
SECTION 4.4(g)

Identified Companies
1. Butterfly Network
2. Clarius
3. Philips
4. Siemens
5. General Electric
6. ST Micro
7. Silicon Sensing
8. Bosch
9. SonoQue
10. Vave
11. TSMC