

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7828857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QMAT, INC.	10/22/2019
RECEIVING PARTY DATA	
Name:	EQX CAPITAL, INC.
Street Address:	315 MONTGOMERY STREET, SUITE 900
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10041187
CORRESPONDENCE DATA	
Fax Number:	(609)896-1469
<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:	617-848-4004
Email:	BostonIP@foxrothschild.com
Correspondent Name:	FOX ROTHSCHILD LLP
Address Line 1:	997 LENOX DRIVE
Address Line 4:	LAWRENCEVILLE, NEW JERSEY 08648-2311
ATTORNEY DOCKET NUMBER:	350438.00002
NAME OF SUBMITTER:	LYNN E. MARCUS
SIGNATURE:	/Lynn E. Marcus/
DATE SIGNED:	03/06/2023
Total Attachments: 7 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

AGREEMENT TO ACCEPT COLLATERAL IN PARTIAL SATISFACTION OF SECURED OBLIGATIONS

This Agreement to Accept Collateral in Partial Satisfaction of Secured Obligations (this "**Agreement**") is made effective as of October 22, 2019 by and between QMAT, Inc., a Delaware corporation ("**Debtor**"), and EQX Capital, Inc., a Delaware corporation ("**Secured Creditor**").

RECITALS

A. Debtor and Creditor entered into that certain Master Lease Agreement dated as of June 17, 2016 (as amended, the "**Master Lease Agreement**"), pursuant to which Creditor agreed to acquire and lease to Debtor certain equipment pursuant to Equipment Lease Schedules executed by the parties and attached to the Master Lease Agreement (the "**Equipment Lease Schedules**").

B. Pursuant to two Equipment Lease Schedules, Creditor leased to Debtor equipment known as the "Candela" and the "Implanter" (the "**Leased Equipment**").

C. In consideration for [REDACTED], Debtor agreed to grant a security interest in and to all of its assets to secure payment due under the Equipment Lease Schedules, which security interest was set out in the Master Lease Agreement and perfected with the filing with the Delaware Secretary of State of UCC-1 financing statement 20180702593 (the "**UCC Financing Statement**"). The Master Lease Agreement, the Equipment Lease Schedules, and the UCC Financing Statement are collectively referred to herein as the "**Secured Interest Documents**".

D. Pursuant to a notice dated August 13, 2019, Debtor informed Creditor that it is defaulting on its obligations to Creditor pursuant to the Secured Interest Documents. Since the date of such default notice, Debtor has made no payments to Creditor and has wound down its business and terminated its employees.

E. With Debtor's participation, Creditor has exercised its rights under the Secured Interest Documents to dispose of the Leased Equipment in a commercially reasonable manner and has applied the proceeds of such disposition to satisfy in part outstanding obligations from Debtor to Creditor under the Secured Interest Documents.

F. Debtor has informed Creditor that it is unable to repay fully the obligations still owing from Debtor to Creditor, and Creditor has agreed to accept collateral under the Secured Interest Documents as additional partial payment of the obligations from Debtor to Creditor under the Secured Interest Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Acknowledgement of Unfulfilled Obligations. Debtor hereby acknowledges and agrees that the foregoing Recitals are true and correct and that it is in default under the Secured Interest Documents and is otherwise unable to pay in full its obligations to Creditor.

2. Description and Value of Collateral. Debtor hereby agrees and confirms that the description of the Collateral on *Schedule 1* to this Agreement is true and correct and constitutes the only remaining Collateral of Debtor, and that the reasonable value of the Collateral is \$ [REDACTED].

3. Amount of Obligations. Debtor hereby agrees and confirms that as of the date of this Agreement, the total amount due from Debtor to Creditor is \$ [REDACTED] (the "**Default Obligations**"). Debtor agrees and confirms that through the date of this Agreement, there are no existing defenses, claims, counterclaims, rights of recoupment or rights of set-off against Creditor.

4. Acceptance of Collateral in Partial Satisfaction of Obligations. Pursuant to the Secured Interest Documents and the California Uniform Commercial Code, Creditor agrees to accept the Collateral in partial satisfaction of the Default Obligations. Upon receipt of the Collateral, Creditor shall terminate the UCC Financing Statement and any deficiency owed from Debtor to Creditor will become an unsecured debt from Debtor to Creditor.

5. Waiver of Right to Notification, Etc. Debtor hereby waives all notices it may be entitled to under the applicable provisions of the California Uniform Commercial Code, including but not limited to its right to notification of disposition of collateral.

6. Agreement of Debtor. On the date hereof (a) Debtor voluntarily surrenders to Creditor the Collateral together with all of its right, title, and interest therein, and (b) Debtor delivers to Creditor all of the Collateral and all documents necessary to effectuate and facilitate Debtor's voluntary surrender of the Collateral to the Creditor hereunder.

7. Representations and Warranties of Debtor.

(a) Debtor has good and marketable title to and owns the Collateral, free and clear of all security interests, liens or encumbrances (except those in favor of Creditor).

(b) Debtor confirms that its state of incorporation is Delaware. All of the Collateral is located in California.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with or result in the breach of any provision of Debtor's Certification of Incorporation, as amended, its Bylaws, or any other corporate governing document; (ii) result in a default under any document, agreement, or instrument to which Debtor is a party or to which any of its assets may be bound; (iii) violate any order, writ, injunction, decree, or any statute, rule or regulation applicable to Debtor.

(d) This Agreement has been duly authorized by all necessary corporate action on behalf of Debtor, has been duly executed and delivered by an authorized officer of

Debtor, and is a valid and binding agreement of Debtor, enforceable against Debtor in accordance with its terms.

8. Further Assurances. Debtor shall, without cost and expense to Creditor, execute and deliver or cause to be executed and delivered such other documents and instruments and take such other actions as Creditor may reasonable require to carry out the transfer of the Collateral contemplated by this Agreement.

9. Adequate Representation. Debtor is represented by competent legal counsel of its choice in connection with this transaction, is fully aware of the terms contained herein, and has voluntarily, without coercion or duress of any kind, entered into this Agreement and the other documents executed in connection herewith.

10. Disgorgement. If Creditor is, for any reason, compelled to surrender or disgorge any payment, interest or other consideration described in this Agreement to any person or entity because the same is determined to be void or voidable as a preference, fraudulent conveyance, impermissible set-off or for any other reason, such financial obligation or part thereof intended to be satisfied by virtue of such payment, interest or other consideration shall be revived and continue as if such payment, interest or other consideration had not been received by Creditor, and Debtor shall be liable to, and shall indemnify, defend and hold Creditor harmless for, the amount of such payment or interest surrendered or disgorged.

11. Automatic Stay. Debtor hereby acknowledges, represents and warrants that it cannot perform in accordance with the terms of the Secured Interest Documents, it will never be able to perform in accordance with the terms of the Secured Interest Documents, nor will it be able to reorganize under Chapter 11 and/or 13 of the United States Bankruptcy Code or under any similar law. Accordingly, in consideration of this Agreement, Debtor hereby agrees that if a petition in bankruptcy is filed by or against it, as debtor and debtor-in-possession (if applicable), Debtor hereby consents to immediate and unconditional relief in favor of Creditor from the automatic stay of 11 U.S.C. §362 (the "**Stay**"), waives its right to oppose a motion for relief from the Stay, waives the benefits of the Stay, and hereby admits and agrees that grounds to vacate the Stay to permit Creditor to enforce its rights and remedies under the Secured Interest Documents exist and shall continue to exist, which grounds include, without limitation, the fact that Creditor's interest in the Collateral cannot be adequately protected.

12. Survival of Representations and Warranties. Each and every representation and warranty made by Debtor in this Agreement shall survive the expiration or other termination of this Agreement.

13. Entire Agreement; Binding Effect. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

14. Amendments, Waivers, Etc. No amendment, modification or waiver of any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by Creditor and Debtor, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

15. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

16. Governing Law. This Agreement is governed by and is to be construed and enforced as though made and to be fully performed in the State of California, without regard to the conflicts of law rules of the State of California.

17. Disputes; Attorneys' Fees. The parties hereby consent to the State and Federal Courts located in the Northern District of California as the exclusive jurisdiction for any actions by a party to enforce its rights under this Agreement. The prevailing party in any such action shall be entitled to recovery or an award of all of its costs and expenses incurred in such action, including its reasonable attorneys' fees and disbursements and the costs of enforcement.

18. Counterparts. This Agreement may be executed and delivered in one or more counterparts, including copies via .pdf or other electronic means, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually signed originals and shall be binding on the parties hereto.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CREDITOR:

EQX CAPITAL, INC.

By:  DocuSigned by:
Kent R. Johnson, CEO
Kent Johnson, CEO

Address for notices: 315 Montgomery St., Suite 900
San Francisco, CA 94104
Email for notices: kent@eqx-capital.com

DEBTOR:

QMAT, INC.

By: _____
Name: Kristine Ryan
Title: CFO

Address for notices:

Email for notices:

SCHEDULE 1**COLLATERAL**

All right, title and interest in the inventions and the below-listed patents for the entire term of the patents and any reissues or extensions and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the patents. The right, title, and interest conveyed in this Agreement is to be held and enjoyed by Creditor and Creditor's successors as fully and exclusively as it would have been held and enjoyed by Debtor had this assignment not been made.

AMPACC Ref. No.	Title	Application No./ Filing Date	Current Status	Pending Action Item	Official Due Date	Comments/Cross
A802KT- 000110US	TECHNIQUES FOR FORMING OPTOELECTRONIC DEVICES	14/156,282 1/15/2014	patented			Granted as 10,041,187 on 8/7/2018; 1 st maintenance fee of \$800 due 2022
A802KT- 000200US	BOND AND RELEASE LAYER TRANSFER PROCESS	15/186,184 6/17/2016	patented			Granted as 9,859,458 on 1/2/2018; 1 st maintenance fee of \$800 due 2022
802KT0002 US1	BOND AND RELEASE LAYER TRANSFER PROCESS	15/783,703 10/13/2017	patented			Granted as 10,164,144 on 12/25/2018; 1 st maintenance fee of \$800 due 2022
802KT0005 US	SEED WAFER FOR GaN THICKENING USING GAS- OR LIQUID-PHASE EPITAXY	15/662,201 7/27/2017	patented			Granted as 10,186,630 on 1/22/2019; 1 st maintenance fee of \$800 due 2023

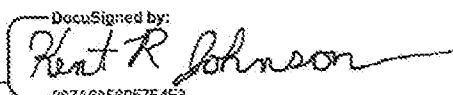
All other proprietary and intellectual property rights in the inventions, concepts, and technologies related to, in connection with, and arising out of the development of the above-listed patents, in all the world.

All books, records, inventors' notebooks, drawings, designs, schemes, code and materials related to the above-listed patents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CREDITOR:

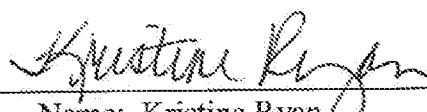
EQX CAPITAL, INC.

By: 
 Kent JOHNSON, CEO

Address for notices: 315 Montgomery St., Suite 900
San Francisco, CA 94104
Email for notices: kent@eqx-capital.com

DEBTOR:

QMAT, INC.

By: 
 Name: Kristine Ryan
 Title: CFO

Address for notices:

Email for notices: