

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PANASONIC HOLDINGS CORPORATION	11/17/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHENZHEN JUFEI OPTOELECTRONICS CO., LTD.
<b>Street Address:</b>	NO. 4, E LING INDUSTRIAL AREA, E GONG LING COMMUNITY, PING HU STREET
<b>Internal Address:</b>	LONG GANG DISTRICT
<b>City:</b>	SCHENZHEN
<b>State/Country:</b>	CHINA
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8558967
Patent Number:	8582053
Patent Number:	8469554
Patent Number:	8576351
Patent Number:	8508688
Patent Number:	8147100
Patent Number:	8773616
Patent Number:	8845119
Patent Number:	8994896
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)521-4286
<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>	
<b>Phone:</b>	6784838899
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<b>Correspondent Name:</b>	MCCLURE, QUALEY & RODACK, LLP
<b>Address Line 1:</b>	SUITE 530, 280 INTERSTATE NORTH CIRCLE
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30339
<b>ATTORNEY DOCKET NUMBER:</b>	254914-9011 ASSIGNMENT 1
<b>NAME OF SUBMITTER:</b>	DANIEL R. MCCLURE

<b>SIGNATURE:</b>	/Daniel R. McClure/
<b>DATE SIGNED:</b>	03/16/2023
<b>Total Attachments: 19</b> source=01062528#page1.tif source=01062528#page2.tif source=01062528#page3.tif source=01062528#page4.tif source=01062528#page5.tif source=01062528#page6.tif source=01062528#page7.tif source=01062528#page8.tif source=01062528#page9.tif source=01062528#page10.tif source=01062528#page11.tif source=01062528#page12.tif source=01062528#page13.tif source=01062528#page14.tif source=01062528#page15.tif source=01062528#page16.tif source=01062528#page17.tif source=01062528#page18.tif source=01062528#page19.tif	

CONFIDENTIAL

## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement including all exhibits attached hereto (this "Agreement") is entered into November 17, 2002 (the "Effective Date"), by and between Panasonic Holdings Corporation, a Japanese corporation with its principal place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan ("Seller") and, Shenzhen Jufei Optoelectronics Co., Ltd., a Chinese corporation with its principal place of business at No. 4, E Ling Industrial Area, E Gong Ling Community, Ping Hu Street, Long Gang District, Shenzhen, People's Republic of China ("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 for past and future infringement thereof and all other enforcement rights, and

WHEREAS, Purchaser agrees to grant a license 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 1 DEFINITIONS

- (i) "Agreement" has the meaning defined in the first paragraph of this Agreement.
- (ii) "Assigned Patent(s)" means each and all of the patents and patent applications set forth in Schedule A whether or not pending, issued, or expired subject to Section 2.3.
- (iii) "Continuing Licenses" has the meaning defined in Section 7.4.

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

(v) "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.

(vi) "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.

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

(viii) "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.

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

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

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

(xii) "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.

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

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

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

(xvi) "Affiliate" means and includes, with respect to a Party, any company or enterprise controlling, controlled by or under common control with such Party through ownership or control of fifty percent (50%) or more of voting stock or other voting interests on the Effective Date or hereafter; provided, however, that in any country where such Party is not permitted by law to own fifty percent (50%) or more of the shares of a local company, then such local company shall be deemed an Affiliate for purposes of this Agreement if its business activities are substantially controlling, controlled by or under common control with such Party. A company or enterprise shall be deemed an Affiliate only during the time in which it is controlling, controlled by or under

common control with a Party, not during any time before such control is acquired and not during any time after such control is relinquished.

(xvii) "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.

(xviii) "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 shall acquire from Seller, all 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 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. 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's 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 within five (5) Seller's business days following the Payment Date. After the Payment Date, upon the 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 under no circumstance shall be used to create or change in any way the rights and obligations of both Parties 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. 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, 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 the 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 Seller 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. Notwithstanding the foregoing, if Purchaser initiates any legal actions (including any judicial and administrative actions or by sending a warning letter of legal actions) against Acquirer or its Affiliate prior to Divestment Date (defined as the date Acquirer of a Seller Affiliate closes the purchase of said Affiliate), Purchaser shall have the right with advance notice to Seller to unilaterally suspend Section 2.4 of this Agreement with respect to the Acquirer and/or its Affiliates until the resolution of the legal action. 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 and covenants 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 of the Assigned Patents 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.

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 and Seller's or Seller's Affiliates' direct or indirect downstream customers of Licensed Products (the "Released Parties") 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 the Released Parties, for infringement of the Assigned Patents, whether now existing or hereafter arising to the extent any such infringement would have been licensed under the licenses, sublicense, covenants or other rights granted in this

Agreement (the "Release"). 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's 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. For the avoidance of doubt, this Section 2.6 does not apply to non-Licensed Products when a customer purchases any part or component of such non-Licensed Products.

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 forty five (45) days after the Effective Date for all such fees, without any surcharge, which were due between the Effective Date and the Payment 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 nine hundred and fifty thousand U.S. dollars (US\$950,000.00) within forty five days (45) upon the Effective Date, subject to 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. Parties each shall be responsible for wire transfer fee of banks in their country separately.

Bank	Sumitomo Mitsui Banking Corporation
Office	Osaka Head Office
Bank Address	6-5, Kitahama 4-Chome, Chuo-ku, Osaka 541-0041 JAPAN
Account Name	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 (including a value added tax), duties, or banking charges of any kind, none of which shall be deducted, and Purchaser shall be responsible for all fees, taxes, duties, and its domestic 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 China 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) days.

#### SECTION 4 REPRESENTATIONS AND WARRANTIES OF SELLER

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.

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) Confirmed Unlicensed Companies. Seller represents and warrants that to the Knowledge of Seller, solely with respect to the entities explicitly set forth in *Appendix 1 and 2*, none such entities are a beneficiary of an express license, release, or covenant not to sue under the Assigned Patents with respect to surface light source products including an illuminating lens, a lighting device, and a liquid crystal display. Seller further represents and warrants that to the Knowledge of Seller, Section 2.4 License Back, Section 2.6 License to Seller's Customers shall not apply to the entities set forth in *Appendix 1 and 2*, and Seller further represents and warrants that to the Knowledge of Seller, these entities are not covered by any Prior Licenses set forth in Section 7.3 with respect to surface light source products including an illuminating lens, a lighting device, and a liquid crystal display. The Parties agree and understand that in making the lists in *Appendix 1 and 2*, Seller has not considered any license, release or covenant not to sue under the Assigned Patents: (i) which are past licenses that expired on or before the Effective Date (ii) by operation of law or equity, (iii) implicitly, (iv) appurtenant to the sale or other transfer of any products by Seller or its Affiliates, or (v) agreements other than patent license agreement, such as development, services, technology, software or know-how license agreements. To avoid bringing claims against entities who have a Prior License ("Prior Licensee"), when Purchaser brings a claim or lawsuit against an entity not listed in *Appendix 1 or 2*, Purchaser shall notify Seller of said intent and Seller shall, within a reasonable time, normally 30 days, notify Purchaser whether the entities Purchaser proposes to sue have a license for the Assigned Patents and show reasonable evidence to the extent to be allowed by the entities. However, after Seller's aforementioned notice, the right and decision whether to initiate

a lawsuit shall be within the sole discretion of the Purchaser. If any of Confirmed Unlicensed Companies explicitly set forth in Appendix 1 and 2 are later was found to be a licensee of Prior Licenses entered prior to the Effective Date of this Agreement as set forth in Section 7.3 in any enforcement legal action of Assigned Patents initiated by Purchaser, Seller should show reasonable evidence, to the extent to be allowed by the entities, that such entities are Prior Licensees and compensate Purchaser for any reasonable costs and expenses including attorneys fee incurring in Purchaser's enforcement action.

(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.

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. Cooperation; 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. Seller should not challenge the patentability, validity, enforceability and inventorship of any claims of the Assigned Patents in any legal action or proceeding initiated by Purchaser or any potential infringer.

## 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, sublicenses, covenant not to sue, 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. If (i) Purchaser brings a lawsuit against entities not listed in *Appendix 1 or 2* and (ii) Seller shows reasonable evidence that the entities are Prior Licensees, then Purchaser shall (a) dismiss the lawsuit immediately and (b) compensate Seller, its Affiliates, and the Prior Licensees for any costs, expenses, losses, damages and liabilities, including attorneys fee, that arise from the lawsuit. Notwithstanding the foregoing, if, under Section 4.4 (b), Seller notifies Purchaser that the entities don't have Prior Licenses, then the Purchaser shall be relieved from its compensation obligation set forth in this section, Section 7.3.

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, including, but not limit to, the obligation set forth in Section 7.6. 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. Any attempted transfer of the Assigned Patents will be null and void unless undertaken in strict accordance with this Section 7.4. 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 Continuing Licenses shall run with the Assigned Patents, (b) the Continuing Licenses are binding on any direct and indirect successors, assigns or purchasers of Purchaser and or of the Assigned Patents, and (c) any direct or 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 Standstill. Purchaser for itself, its Affiliates, and its and their successors and assigns, agree not to initiate or continue to prosecute any claims (including actions, suits, complaints, litigation, arbitrations, proceedings, hearings, or audits) under the Assigned Patents against the entities listed in *Appendix 1* or their Affiliates (the "Standstill"). Notwithstanding the forgoing, if any of the entities listed in *Appendix 1* and their Affiliates initiate any legal actions (including any judicial and administrative actions or sending warning letter of legal actions) against Purchaser, its Affiliates or its customers, the Purchaser shall have a right to suspend, Section 7.6 of this Agreement, the Standstill, with respect to such entities who initiate the legal actions.

## 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 an 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 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 Government Entities and for the purpose of enforcing this Agreement and may disclose this

Agreement or its contents to relevant Government 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.

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.  
Attention: Director, Intellectual Property  
Department  
Address: 2-1-61 Shiromi, Chuo-ku, Osaka  
City

Postal code: 540-6208, Japan  
Email: ipr-licensing-division  
@ml.jp.panasonic.com

IF TO PURCHASER:

Shenzhen Jufei Optoelectronics Co., Ltd.  
Attention: Kent Chen, Head of Intellectual  
Property Department  
Address: No. 4, E Ling Industrial Area, E  
Gong Ling Community, Ping Hu Street, Long  
Gang District, Shenzhen, China

Postal code : 518111  
Email: chen.zhengyu@jflcd.com.cn

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. 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.

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 New York and the applicable federal laws of the United States.

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, 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 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]

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

Panasonic Holdings Corporation

By: 

Name: Yoshiaki Tokuda

Title: Director, Intellectual Property Department

Date: November 17, 2022

Shenzhen Jufei Optoelectronics Co., Ltd.

By: 

Name: Xing Meizheng

Title: General Manager

Date: 2022.11.07



[Signature Page to Patent Assignment Agreement]

**SCHEDULE A**  
**ASSIGNED PATENTS**

	Patent No.	Application No.	Country	Filed Date	Issue/Grant Date	Status
1	5342938	2009-146767	Japan	2009/06/19	2013/08/16	Abandoned
	5342939	2009-146768	Japan	2009/06/19	2013/08/16	Abandoned
	5342940	2009-146769	Japan	2009/06/19	2013/08/16	Abandoned
	5342941	2009-146770	Japan	2009/06/19	2013/08/16	Abandoned
	ZL200980100944.3	200980100944.3	China	2009/08/19	2014/05/21	Abandoned
		2009-029350	Japan	2009/02/12		Abandoned
	4546579	2009-552025	Japan	2009/08/19	2010/07/09	Abandoned
	5416662	2010-150703	Japan	2009/08/19	2013/11/22	Abandoned
	8558967	12/704813	United States of America	2010/02/12	2013/10/15	Granted
	8582053	12/704926	United States of America	2010/02/12	2013/11/12	Granted
	8469554	12/705016	United States of America	2010/02/12	2013/06/25	Granted
	8576351	12/705076	United States of America	2010/02/12	2013/11/05	Granted
	8508688	12/720249	United States of America	2009/08/19	2013/08/13	Granted
		PCT/JP2009/003947	Patent Cooperation Treaty	2009/08/19		Expired
2	5325639	2009-091001	Japan	2009/04/03	2013/07/26	Abandoned
	8147100	12/753307	United States of America	2010/04/02	2012/04/03	Granted
3		2009-240029	Japan	2009/10/19		Abandoned
	5081988	2010-550953	Japan	2010/08/06	2012/09/07	Abandoned
	8773616	13/058143	United States of America	2010/08/06	2014/07/08	Granted
		PCT/JP2010/004979	Patent Cooperation Treaty	2010/08/06		Expired
4		2010-057719	Japan	2010/03/15		Abandoned
	5518881	2011-532452	Japan	2011/01/21	2014/04/11	Abandoned
	8845119	13/202958	United States of America	2011/01/21	2014/09/30	Granted
		PCT/JP2011/000326	Patent Cooperation Treaty	2011/01/21		Expired
5		2011-121371	Japan	2011/05/31		Abandoned
		2012-553128	Japan	2012/02/29		Rejected
	8994896	13/728561	United States of America	2012/02/29	2015/03/31	Granted
		PCT/JP2012/001367	Patent Cooperation Treaty	2012/02/29		Expired

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

The undersigned witnessed the signature of Masato Murayama 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. Masato Murayama is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 11/17, 2022 to execute the above Transfer document on behalf of Panasonic Holdings Corporation.
3. Masato Murayama 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 November 17, 2022

Signature: [Signature]  
Print Name: Ingeborg Kuroyuchi

Appendix 1

Unlicensed Companies under Standstill

1	Nichia Corporation
2	Seoul Semiconductor Co., Ltd / Seoul Semiconductor Inc.
3	Everlight Electronics Co., Ltd

TK

**Appendix 2**

**Unlicensed Companies**

1	Osram Licht AG / Osram Sylvania Inc. / OSRAM Gmbh/ ams Osram
2	Lumileds Holding B.V
3	Cree, Inc.
4	MLS Co. Ltd.
5	Hongli Zhihui Group Co., LTD.
6	Lextar/ Epistar
7	Advanced Optoelectronic Technology(TW)/ AOT