

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7910888

<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		04/15/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PIECE FUTURE PTE. LTD.	
<b>Street Address:</b>	45 MIDDLE ROAD #06-01	
<b>City:</b>	SINGAPORE	
<b>State/Country:</b>	SINGAPORE	
<b>Postal Code:</b>	188954	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8352274	
<b>Patent Number:</b>	10411467	
<b>Patent Number:</b>	10650314	
<b>Patent Number:</b>	10285616	
<b>Patent Number:</b>	9014462	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	jason.loh@piecefutur.com	
<b>Correspondent Name:</b>	JASON LOH	
<b>Address Line 1:</b>	45 MIDDLE ROAD #06-01	
<b>Address Line 4:</b>	SINGAPORE, SINGAPORE 188954	
<b>NAME OF SUBMITTER:</b>	JASON LOH	
<b>SIGNATURE:</b>	/jason/	
<b>DATE SIGNED:</b>	04/20/2023	
This document serves as an Oath/Declaration (37 CFR 1.63).		
<b>Total Attachments: 22</b>		
source=Panasonic_IPHatch Patent Assignment [15 Apr 2023]#page1.tif		
source=Panasonic_IPHatch Patent Assignment [15 Apr 2023]#page2.tif		

source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page3.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page4.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page5.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page6.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page7.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page8.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page9.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page10.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page11.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page12.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page13.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page14.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page15.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page16.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page17.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page18.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page19.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page20.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023]#page21.tif  
source=Panasonic\_IPHatch Patent Assignment [15 Apr 2023] - Exhibit B Signed#page1.tif

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Agreement**”) is made as of 15 April, 2023, (“**Effective Date**”), by and between Panasonic Holdings Corporation (formerly known as Panasonic Corporation), a Japanese corporation organized and existing under the laws of Japan, having its principal place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan (“**Panasonic**”) and Piece Future Pte. Ltd, a Singapore corporation organized and existing under the laws of Singapore, having its principal place of business at 45, Middle Road #06-01 Foo Ann Building Singapore 188954 (“**Piece Future**”). Seller and Piece Future are referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, Seller is the owner of certain patents as set forth in this Agreement; and

WHEREAS, Piece Future wishes to purchase from Seller, and Seller wishes to sell and assign to Piece Future, such patents on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Piece Future hereby agree as follows.

### ARTICLE 1 DEFINITIONS

Unless the context otherwise requires, the terms in this Agreement with initial letters capitalized, shall have the meanings set forth below, or the meaning as designated in the indicated places throughout this Agreement.

**1.1** “**Affiliate**” 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 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.

**1.2** “**Agreement**” has the meaning set forth in the preamble.

**1.3** “**Assigned Patents**” means the patents identified in Exhibit A.

**1.4** “**Assignee**” means any assignee, to which Piece Future assigned any of the Assigned Patents.

## **Confidential**

**1.5** “**Calendar Half-Year**” means each respective period of six (6) consecutive months ending on March 31 and September 30.

**1.6** “**Effective Date**” has the meaning set forth in the preamble.

**1.7** “**Licensed Products**” means any product, process, method or service which would infringe or allegedly infringe, directly or indirectly or otherwise, any claim of the Assigned Patents.

**1.8** “**Piece Future**” has the meaning set forth in the preamble.

**1.9** “**Seller**” has the meaning set forth in the preamble.

**1.10** “**Prosecution History Files**” means all files, documents and other materials that are in the possession of Seller, and relating to the prosecution of the Assigned Patents.

**1.11** “**Subsidiary**” means, with respect to a Party, any corporation, company or other entity which is controlled directly or indirectly by 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 local law or regulation to own fifty percent (50%) or more of the shares of a local company, then such local company shall be deemed a Subsidiary for purposes of this Agreement if such Party owns maximum percentage (permitted under the applicable local laws or regulation) of the shares of such local company.

**1.12** “**Term**” has the meaning set forth in Section 7.1.

**1.13** “**Transfer Document**” means patent transfer document, in the form of Exhibit B for filing with the relevant government authority to record the change of ownership of the Assigned Patents from Seller to Piece Future.

## **ARTICLE 2 ASSIGNMENT**

**2.1 Assignment.** In consideration of the payments pursuant to Section 5, Seller hereby sells, assigns, transfers, and conveys to Piece Future all of Seller’s rights, title, and interest in and to the Assigned Patents, including without limitation, all rights of Seller to license and to collect royalties, including royalties for past infringement, under such Assigned Patents on the Effective Date. The sale, assignment, transfer and conveyance in this Section 2.1 are subject to the License-Back provided in Section 2.4, any Prior Licenses provided in Section 3.4.1, and Limitation regarding Samsung Entities provided in Section 3.4.2.

**2.2 Assignment of Causes of Action.** In consideration of the payments pursuant to Section 5, Seller hereby sells, assigns, transfers, and conveys to Piece Future all of Seller’s rights, title, and interest in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned Patents, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current, and future infringement of the Assigned Patents on the Effective Date. The sale, assignment, transfer and conveyance in this

## **Confidential**

Section 2.2 are subject to the License-Back provided in Section 2.4, any Prior Licenses provided in Section 3.4.1, and Limitation regarding Samsung Entities provided in Section 3.4.2.

**2.3 Delivery and Recordation.** Seller shall execute and deliver to Piece Future an executed copy of the Transfer Document within thirty (30) days of the execution of this Agreement. Except for the provision by Seller of the foregoing Transfer Document to Piece Future, Piece Future shall assume all responsibility for all actions and all fees, costs and expenses (including, but not limited to, taxes, attorney's fees and patent office fees) associated with the perfection of Piece Future's right, title and interest in and to the Assigned Patents and recordation of the assignment of the Assigned Patents in applicable jurisdiction. For the sake of clarity, the Parties agree and understand that Transfer Document 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.

**2.4 License-Back.** Upon assignment of the Assigned Patents to Piece Future, Piece Future, on behalf of itself, its Affiliates, successors and assigns, grants to Seller, its Subsidiaries and its successors and assigns, a non-exclusive, non-assignable and non-transferable, 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, provide or otherwise dispose of Licensed Products (the "License-Back"). The License-Back shall include the right of Seller to grant, without notice or accounting, sublicenses of the same or lesser scope to any current and future Subsidiaries of Seller. In case that all or a part of any business or assets of Seller or its Subsidiaries relating to the Assigned Patents is 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 ("Acquirer") for the scope of the Divested Business being acquired. The License-Back granted to Seller and its Subsidiaries, 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.

## **ARTICLE 3 PIECE FUTURE'S RIGHTS AND OBLIGATIONS**

**3.1 Obligation of Monetization.** Piece Future shall use its commercially diligent efforts to monetize (by way of, including, but not limited to, licensing and/or assigning) the Assigned Patents. Piece Future has sole right and responsibility for deciding on the manner for monetization and proceeding with its monetization activities. Piece Future shall bear and be solely responsible for any and all costs/expenses and fees which it incurs in the course of monetization of the Assigned Patents.

**3.2 Reporting.** Within sixty (60) days of the end of each Calendar Half-Year, Piece Future shall provide reports to Seller, in which Piece Future explains (in reasonable details) the status/plan of its monetization activities. In addition, Piece Future shall respond to Seller's reasonable questions or requests for additional information regarding the monetization activities by Piece Future within a reasonable time period.

## **Confidential**

**3.3 Responsibility for Fees and Actions.** On or after the Effective Date, Piece Future shall be solely responsible for all actions and all costs/fees including patent office fees in any jurisdiction regarding the Assigned Patents including the maintenance or prosecution of the Assigned Patents.

### **3.4 Continuation of Prior Encumbrances.**

**3.4.1 Prior Licenses.** Piece Future, on behalf of itself, its Affiliates, and their successors and assigns, acknowledges and covenants that: (I) Piece Future'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, covenant not to sue or assert, releases, options to acquire licenses, or other rights existing in third parties under agreements executed by Seller and/or its Subsidiaries 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) Piece Future shall not intentionally interfere with any Prior Licenses; and (III) Piece Future agrees not to challenge the validity and enforceability of such Prior Licenses on the grounds that they were not of record, or that Piece Future, its Affiliates, or its or their successors or assigns had no notice of or were otherwise unaware of such Prior Licenses. In order to avoid a claim being brought against any Prior Licenses in connection with the Assigned Patents, before making an infringement assertion, raising any infringement claim, or bringing a patent infringement lawsuit that includes an Assigned Patent, or when Piece Future becomes aware that subsequent purchasers of the Assigned Patents intend to make such actions against any entity, Piece Future (i) shall first ask Seller whether that entity has Prior Licenses and (ii) shall only proceed in the absence of Prior Licenses; provided that Seller shall respond in good-faith to Piece Future.

**3.4.2 Limitation regarding Samsung Entities.** Without prejudice to the generality of the foregoing provisions in this Section 3.4, Piece Future, on behalf of itself, its Affiliates, and their successors and assigns, hereby 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 from the Effective Date of this Agreement through May 31, 2030 for infringement of any Assigned 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 Section 3.4.2, 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.

## Confidential

If Piece Future transfers or assigns any of the Assigned Patents to a third party, Piece Future shall ensure that such third party purchaser as well as any and all subsequent purchasers in future, direct or indirect, are aware of and agree to the above limitation. Any attempted transfer or assignment of any of the Assigned Patents shall be null and void unless undertaken in strict accordance with this Section 3.4.2. If Piece Future or any of the subsequent purchasers in future, direct or indirect, of any of the Assigned Patents sues any of the Samsung Entities in breach of the above limitation, it shall be deemed breach of this Agreement by Piece Future, and Piece Future shall (i) dismiss immediately such lawsuit at its own cost and expense if filed by Piece Future, (ii) cause the plaintiff dismiss immediately such lawsuit at their own cost and expense if filed by any subsequent purchaser, and (iii) indemnify the Seller from any and all costs, expenses, losses, damages, and liabilities, which arose from such lawsuit, including, but not limited to, the damages to be charged by Samsung Entities as well as Seller's and Samsung Entities' attorney fees.

Piece Future shall execute and deliver to Seller an executed copy of TRANSFEREE ACKNOWLEDGEMENT, in the form of Exhibit C at the same time of the execution of this Agreement.

**3.5 Continuation of Licenses in the Event of Subsequent Transfer.** Piece Future may only sell, assign, transfer and/or convey any right, title or interest in and to the Assigned Patents subject to Piece Future's obligations set forth in this Agreement. In no event may Piece Future 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 3.5. Any rights in the Assigned Patents granted by Piece Future to its successors, exclusive licensees or any other third party 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 3.4.1, (II) the License-Back described in Section 2.4, and (III) Limitation regarding Samsung Entities under Section 3.4.2 (the Prior Licenses, the License-Back, and the Limitation regarding Samsung Entities under Section 3.4.2 are collectively referred to as "Continuing Encumbrances"). Piece Future agrees and covenants (and shall undertake all necessary steps to ensure) that: (1) the Continuing Encumbrances shall be binding on any successors, assigns, or purchasers of Piece Future, and/or of the Assigned Patents, and (2) the Continuing Encumbrances will continue in accordance with their terms.

**3.6 No Responsibility.** Seller shall have no responsibility for any monetization activities of Piece Future and/or any legal action or proceeding relating the Assigned Patents which is commenced on or after the Effective Date. If Piece Future and/or any Assignee embroils Seller and/or its Subsidiaries in any action or proceeding relating to the Assigned Patent, Piece Future shall reimburse and/or cause the Assignee to reimburse Seller for all costs and expenses incurred by Seller in connection with such action or proceeding.

**3.7 Abandonment.** Piece Future will not abandon any Assigned Patent itself or permit any Assignee to abandon any Assigned Patent without the prior written consent of Seller. If Piece Future or an Assignee wishes to abandon any Assigned Patent, Piece Future will give Seller written notice of such desire to abandon an Assigned Patent. Upon receipt of such request, Seller, in its sole discretion, will determine whether (a) to require Piece Future or the Assignee not to abandon

## **Confidential**

such Assigned Patent; (b) to permit Piece Future or Assignee to abandon such Assigned Patent; or (c) to require Piece Future or the Assignee: (i) to cause such Assigned Patent and all rights associated with such Assigned Patent to revert to Seller and (ii) to permit Seller to take over prosecution or maintenance of such Assigned Patent at its own expense.

**3.8 Further Assignment by an Assignee.** If an Assignee wishes to further assign any Assigned Patent to a third party and Piece Future wishes to provide consent to such assignment by the Assignee, Piece Future will give Seller written notice of such Assignee's desire to assign an Assigned Patent. Upon receipt of such request, Seller, in its sole discretion, will determine whether (a) to require Piece Future to cause the Assignee not to assign such Assigned Patent; (b) to permit Piece Future to provide such consent to the Assignee; or (c) to require Piece Future: (i) to cause such Assigned Patent and all rights associated with such Assigned Patent to revert to Piece Future or Seller and (ii) to permit Piece Future or Seller to take over prosecution or maintenance of such Assigned Patent at its own expense.

**3.9 Transfer Recordation Process and Fees.** Piece Future shall be responsible for completing the recordation of any assignments with the U.S. Patent and Trademark Office and foreign equivalents and all costs associated therewith.

## **ARTICLE 4 SELLER'S RIGHTS AND OBLIGATIONS**

### **4.1 Cooperation.**

(a) At the request of Piece Future, Seller shall, without the requirement of any additional consideration, execute, and/or cause to be executed and deliver to Piece Future such other instruments and recording documents, and do and perform such other acts and things which are necessary for vesting full legal and equitable title in and to the Assigned Patents in Piece Future, and for otherwise fully perfecting and conveying to Piece Future the benefit of the transactions contemplated hereby.

(b) If Piece Future requests a copy of the Prosecution History Files from Seller, Seller agrees to consider such request in good faith but has no obligation to provide any materials to Piece Future.

## **ARTICLE 5 CONSIDERATION**

### **5.1 Seller and Piece Future Compensation.**

(a) As considerations for the assignment by Seller of the Assigned Patents to Piece Future under this Agreement, Piece Future shall pay to Panasonic such amounts that is equal to eighty percent (80%) of the monetary consideration received by Piece Future from its monetarization activities relating to the Assigned Patents, including, but not limited to, any upfront payments, license fees, milestones, or royalties, and Piece Future will retain the remaining twenty percent (20%) of such monetary consideration received by Piece Future. In case that Piece Future



## Confidential

has received any non-monetary consideration from its monetization activities relating to the Assigned Patents, after such non-monetary consideration has been disposed of by Piece Future for monetary consideration, Piece Future shall pay to Panasonic such amount that is equal to eighty percent (80%) of such monetary consideration. Unless specifically otherwise agreed, all payments Piece Future to Seller are to be made in United States Dollars (USD\$). Piece Future will exercise commercially reasonable discretion in determining when, and on what terms, to dispose of such non-monetary consideration. If Piece Future is unable to dispose of any non-monetary consideration for monetary consideration, Piece Future and Panasonic will negotiate in good faith to find a solution.

(b) Panasonic will be paid by Piece Future of any monetary consideration specified in Section 5.1 (a) within sixty (60) days of (i) receipt of such monetary amounts by Piece Future (in case that Piece Future has received monetary consideration from its monetization activities) or (ii) disposition of non-monetary consideration by Piece Future for monetary consideration (in case that Piece Future has received non-monetary consideration from its monetization activities). Any payment made hereunder is nonrefundable. Piece Future shall send a report (which at least includes the monetary amounts to be paid to Panasonic and any relevant information/data used to calculate the monetary amounts) to Panasonic within thirty (30) days of the event described in (i) or (ii).

**5.2 Payment Method.** Piece Future shall remit the payments to the following bank account of Panasonic. Piece Future shall be responsible for any wire transfer fee.

Sumitomo Mitsui Banking Corporation

Osaka Head Office

6-5, Kitahama 4-Chome, Chuo-ku, Osaka 541-0041 JAPAN

Account Name: Panasonic Corporation Global Finance Administration Center

Account Address: 1006, Kadoma, Kadoma City, Osaka, 571-8501, JAPAN

Account Number: 276060

Swift Code: SMBCJPJT

**5.3 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 Piece Future shall be responsible for all fees, taxes, duties and banking charges relating to the purchase of the Assigned Patents. Piece Future shall use its commercially reasonable efforts to ensure that there is no deduction or withholding of any taxes or levies, imposed on any payments to Panasonic. Piece Future shall be responsible for taking all appropriate or required procedures therefore and consistent with the Tax Treaty between Singapore 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 Piece Future pays such taxes on behalf of Panasonic (in such case, Piece Future may deduct such taxes from the payment to Panasonic),

## **Confidential**

promptly providing to Panasonic official tax receipts indicating such payment. Panasonic shall cooperate in providing such necessary documents as Piece Future shall request.

### **ARTICLE 6 CONFIDENTIALITY; PUBLICATION**

**6.1 Confidentiality of Terms.** The Parties hereto shall keep confidential and will not now or hereafter divulge the terms of this Agreement to any third party, except:

- (a) with the prior written consent of the other Party hereto;
- (b) in confidence to legal, tax, and financial advisors in their capacity of advising a Party in such matters, so long as the disclosure of the terms of the Agreement is restricted at least in the same manner, and to the same degree, as is the disclosure of confidential information of other parties involved; and
- (c) as may be required by law or legal process (e.g., litigation), provided that
  - (i) the disclosing party shall provide the other party hereto with at least ten (10) days' prior written notice of such disclosure requirement and shall assist the other party in its efforts to maintain the confidentiality of the terms of the Agreement; and
  - (ii) the disclosing party shall use reasonable legitimate and legal means available to minimize the disclosure of the terms of the Agreement to third parties, including without limitation, seeking a confidential treatment request or protective order whenever appropriate or available.

**6.2 Publicity/Use of Names.** Neither Party shall use the name, trademark, trade name or logo of the other Party, its Affiliates or their respective employee(s) in any publicity, promotion, news release, or disclosure relating to this Agreement or its subject matter, without the prior express written permission of the other Party. Notwithstanding the above, Seller agrees that Piece Future can permit Assignee to disclose that the Assigned Patents were previously owned by Seller; and that the inventions claimed therein were developed by Seller.

### **ARTICLE 7 TERM AND TERMINATION**

**7.1 Term.** Unless earlier terminated as permitted by this Agreement, the term of this Agreement (the "**Term**") will commence upon the Effective Date and continue in full force and effect until the latest of (a) the fifth anniversary of this Agreement, (b) expiration of the last to expire of the Assigned Patents, or (c) expiration of the last to expire of the (license, assignment or other form of monetization) agreements between Piece Future and a third party (including Assignee, if any) relating to the Assigned Patents.

## **7.2 Termination.**

(a) **Termination for Cause.** If either Party is in material breach of its obligations hereunder, then the non-breaching Party may deliver notice of such breach to the other breaching Party. The breaching Party shall have ninety (90) days (or forty-five (45) days in the case of any payment breach) to cure such breach from the receipt of the notice. If the breaching Party fails to cure that breach within the applicable period set forth above, then the Party originally delivering the notice of breach may terminate this Agreement on written notice of termination.

(b) **Termination for Bankruptcy.** This Agreement may be terminated at any time during the Term by Seller upon Piece Future's filing or institution of bankruptcy, reorganization, liquidation, or receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors by the other Party.

(c) **Other Termination.** Seller has a right to terminate this Agreement by giving written notice to Piece Future at any time after the date which is fifth anniversary of the Effective Date.

**7.3 Effect of Termination.** Upon termination of this Agreement by either Party and upon a request by Seller, Piece Future will assign all rights and interests, which it possesses in or relating to the Assigned Patents, to Seller.

**7.4 Survival.** Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination, nor shall expiration or any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. In addition, the provisions of Article 1 (Definitions), Sections 2.4, 3.4, 3.5, Article 5, Section 6.1, 7.3, 7.4, 7.5, Article 8 and Article 9 hereof shall survive the expiration or termination of this Agreement.

**7.5 Termination Not Sole Remedy.** Termination is not the sole remedy under this Agreement and, whether or not termination is effected and notwithstanding anything contained in this Agreement to the contrary, all other remedies will remain available except as agreed to otherwise herein.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

**8.1 Representations and Warranties of Seller.** Seller represents and warrants to Piece Future as of the Effective Date that:

(a) Seller owns all rights, title and interest in and to the Assigned Patents and has the right and power to assign the Assigned Patents under this Agreement.

(b) it has the full right, power, and authority to enter into this Agreement, to perform its obligations hereunder; and

## **Confidential**

(c) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it.

**8.2 Representations and Warranties of Piece Future.** Piece Future represents and warrants to Seller as of the Effective Date that:

(a) it has the full right, power, and authority to enter into this Agreement, to perform its obligations hereunder; and

(b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it.

**8.3 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER AND PIECE FUTURE EACH DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE FOREGOING DISCLAIMER, SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF ANY ASSIGNED PATENTS. EXCEPT AS OTHERWISE EXPRESSLY 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 OWNED BY SELLER, NOR SHALL SELLER HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY PIECE FUTURE 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 PIECE FUTURE OR ANY THIRD PARTIES' PRODUCTS, PROCESSES, METHODS OR SERVICES BASED ON ANY OF THE ASSIGNED PATENTS.

## **ARTICLE 9 GENERAL PROVISIONS**

**9.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Japan without reference to any rules of conflict of laws. The Parties agree that any legal action based on any matter arising out of or in connection with this Agreement shall be brought in Osaka District Court as the Court of first instance.

## Confidential

**9.2 Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld); *provided, however*, that each Party may assign or otherwise transfer this Agreement and its rights and obligations hereunder without the other Party's consent to its Affiliate, *provided* that the Party shall remain liable and responsible to the other Party hereto for the performance and observance of all such duties and obligations by such Affiliate. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties, and the name of a Party appearing herein will be deemed to include the name of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this section. Any assignment not in accordance with this Section 9.2 (Assignment) shall be null and void.

**9.3 Entire Agreement; Modification.** This Agreement is both a final expression of the Parties' agreement and a complete and exclusive statement with respect to all of its terms. This Agreement supersedes all prior and contemporaneous agreements and communications, whether oral, written, or otherwise, concerning any and all matters contained herein. This Agreement may only be modified or supplemented in a writing expressly stated for such purpose and signed by the Parties to this Agreement.

**9.4 Relationship Between the Parties.** The Parties' relationship with one another, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture, or similar business relationship between the Parties. Neither Party is a legal representative of the other Party. Neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever.

**9.5 Non-Waiver.** The failure of a Party to insist upon strict performance of any provision of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in part, in that instance or in any other instance. Any waiver by a Party of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by such Party.

**9.6 Force Majeure.** Neither Party shall be held liable to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement to the extent such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, potentially including, but not limited to, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, fire, floods, or other acts of God, or acts, omissions, or delays in acting by any governmental authority. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake and continue diligently all reasonable efforts necessary to cure such force majeure circumstances or to perform its obligations in spite of the ongoing circumstances.

**9.7 Severability.** If any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby,

## Confidential

unless the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties. The Parties shall in such an instance use their best efforts to replace the invalid, illegal, or unenforceable provision(s) with valid, legal, and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

**9.8 Notices.** Any notice to be given under this Agreement must be in writing and delivered either (a) in person, (b) by air mail (postage prepaid) requiring return receipt, (c) by overnight courier, or (d) by e-mail with delivery and return receipts requested and confirmation of delivery thereafter, to the Party to be notified at its address(es) given below, or at any address such Party may designate by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (i) the date of actual receipt; (ii) if air mailed, five (5) days after the date of postmark; (iii) if delivered by overnight courier, the next day the overnight courier regularly makes deliveries; or (iv) if sent by e-mail, the date of confirmation of receipt.

If to Seller:

Panasonic Intellectual Property Management Co., Ltd  
Common Platform Technology IP Department  
1006 Kadoma, Kadoma City, Osaka 571-8508, Japan  
Attention: General Manager

If to Piece Future:

Piece Future Pte. Ltd  
45, Middle Road #06-01 Foo Ann Building Singapore 188954  
Attention: Jason Loh, CEO & Director

**9.9 Headings.** The captions to the several Articles, Sections, and subsections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Articles and Sections hereof.

**9.10 Waiver of Rule of Construction.** Each Party has had the opportunity to consult with counsel in connection with the review, drafting, and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

**9.11 English Language.** This Agreement has been prepared in the English language, and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral, or other communications between the Parties regarding this Agreement shall be in the English language.

**Confidential**

**9.12 Counterparts.** This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}**

**Confidential**

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Patent Assignment Agreement to be executed by their duly authorized representatives.

**PANASONIC HOLDINGS  
CORPORATION**

**PIECE FUTURE PTE LTD**

By: Yoshiaki Tokuda  
Yoshiaki Tokuda (Apr 20, 2023 08:26 GMT+9)

Name: Yoshiaki Tokuda

Title: Director

Date: Apr 20, 2023

By: Jason Loh  
Jason Loh (Apr 19, 2023 17:33 GMT+8)

Name: Jason Loh

Title: Director

Date: Apr 19, 2023



**Confidential**

**LIST OF EXHIBITS**

**Exhibit A: Assigned Patents**

**Exhibit B: Assignment**

**Exhibit C: TRANSFEREE ACKNOWLEDGEMENT (SAMSUNG)**

**Confidential**

**EXHIBIT A**

**ASSIGNED PATENTS**

	Patent Family ID	Patent Reference	Country	Application Number	Patent No.
1	GP0393422	P0565151JP01	JP	2009-503356	4310371
	GP0393422	P0565151US01	US	12/517388	8352274
	GP0393422	P0565151CN01	CN	200880004020.9	ZL200880004020.9
2	GP0623032	P0623032JP01	JP	2014-110338	6484406
	GP0623032	P0623032US01	US	14/720660	10411467
3	GP0625157	P0625157JP02	JP	2016-018718	6617589
	GP0625157	P0625157US01	US	15/267853	10650314
4	GP0456213	P0456213US01	US	14/788852	10285616
5	GP0426463	P0607246JP01	JP	2012-512147	5887515
	GP0426463	P0607246US01	US	13/520654	9014462
	GP0426463	P0607246CN01	CN	201180005648.2	ZL201180005648.2
	GP0426463	P0607246DE01	DE	11840614.9	2639761

**EXHIBIT B**

**TRANSFER DOCUMENTS**

**ASSIGNMENT**

Panasonic Holdings Corporation, a Japanese corporation having a place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan ("Assignor"), hereby irrevocably assigns to Piece Future Pte. Ltd., a company having a place of business at 45 Middle Road #06-01 Singapore 188954 ("Assignee"), as of the date set forth below, the entire right, title and interest in the patents listed in Exhibit A ("Assigned Patents"), and all cause of action, rights, and remedies arising under the Assigned Patents prior to, on or after the date set forth below and all claims for damages by reason of past, present or future infringement 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 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

By: \_\_\_\_\_

Name: Masato Murayama

Title: Authorized Signing Officer, Intellectual Property Department

Date: \_\_\_\_\_

**EXHIBIT 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 below (“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.

**LIST OF PATENTS**

	Patent Family ID	Patent Reference	Country	Application Number	Patent No.
1	GP0393422	P0565151JP01	JP	2009-503356	4310371
	GP0393422	P0565151US01	US	12/517388	8352274
	GP0393422	P0565151CN01	CN	200880004020.9	ZL200880004020.9
2	GP0623032	P0623032JP01	JP	2014-110338	6484406
	GP0623032	P0623032US01	US	14/720660	10411467
3	GP0625157	P0625157JP02	JP	2016-018718	6617589
	GP0625157	P0625157US01	US	15/267853	10650314
4	GP0456213	P0456213US01	US	14/788852	10285616

**Confidential**

5	GP0426463	P0607246JP01	JP	2012-512147	5887515
	GP0426463	P0607246US01	US	13/520654	9014462
	GP0426463	P0607246CN01	CN	201180005648.2	ZL201180005648.2
	GP0426463	P0607246DE01	DE	11840614.9	2639761

**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: Yoshiaki Tokuda  
Yoshiaki Tokuda (Apr 20, 2023 03:26 GMT+8)

Name: Yoshiaki Tokuda

Title: Director

Date: Apr 20, 2023

By: Jason Loh  
Jason Loh (Apr 19, 2023 17:33 GMT+8)

Name: Jason Loh

Title: Director

Date: Apr 19, 2023











# Panasonic-Piece Future Patent Assignment Agreement for IPhatch2022-HK

Final Audit Report

2023-04-20

Created:	2023-04-19
By:	中川 佳則 (nakagawa.yoshinori999@jp.panasonic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASeGCsADBtzMtlWzcFNrQatR8cJHshEe-

## "Panasonic-Piece Future Patent Assignment Agreement for IPhatch2022-HK" History

-  Document created by 中川 佳則 (nakagawa.yoshinori999@jp.panasonic.com)  
2023-04-19 - 09:11:16 GMT
-  Document emailed to jason.loh@piecefuture.com for signature  
2023-04-19 - 09:17:35 GMT
-  Email viewed by jason.loh@piecefuture.com  
2023-04-19 - 09:30:04 GMT
-  Signer jason.loh@piecefuture.com entered name at signing as Jason Loh  
2023-04-19 - 09:31:26 GMT
-  Document e-signed by Jason Loh (jason.loh@piecefuture.com)  
Signature Date: 2023-04-19 - 09:31:28 GMT - Time Source: server
-  Document emailed to tokuda.yoshiaki@jp.panasonic.com for signature  
2023-04-19 - 09:31:29 GMT
-  Email viewed by tokuda.yoshiaki@jp.panasonic.com  
2023-04-19 - 22:06:36 GMT
-  Signer tokuda.yoshiaki@jp.panasonic.com entered name at signing as Yoshiaki Tokuda  
2023-04-20 - 00:26:16 GMT
-  Document e-signed by Yoshiaki Tokuda (tokuda.yoshiaki@jp.panasonic.com)  
Signature Date: 2023-04-20 - 00:26:18 GMT - Time Source: server
-  Agreement completed.  
2023-04-20 - 00:26:18 GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



**Adobe Acrobat Sign**

**PATENT**  
**REEL: 063398 FRAME: 0915**

**Confidential**

**EXHIBIT B**

**TRANSFER DOCUMENTS**

**ASSIGNMENT**

Panasonic Holdings Corporation, a Japanese corporation having a place of business at 1006 Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan ("Assignor"), hereby irrevocably assigns to Piece Future Pte. Ltd., a company having a place of business at 45 Middle Road #06-01 Singapore 188954 ("Assignee"), as of the date set forth below, the entire right, title and interest in the patents listed in Exhibit A ("Assigned Patents"), and all cause of action, rights, and remedies arising under the Assigned Patents prior to, on or after the date set forth below and all claims for damages by reason of past, present or future infringement 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 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

By: 

Name: Masato Murayama

Title: Authorized Signing Officer, Intellectual Property Department

Date: Apr. 20, 2023

143061979.30