

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7986572

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	HIPHOTON CO., LTD.	10/09/2018
RECEIVING PARTY DATA		
Name:	ALEDIA	
Street Address:	MINATEC, BÂTIMENT HAUTE TECHNOLOGIE	
Internal Address:	N 52, 7 PARVIS LOUIS NÉEL, CS 50	
City:	GRENOBLE	
State/Country:	FRANCE	
Postal Code:	38040	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	10910350	
Patent Number:	9831387	
Patent Number:	10205055	
Patent Number:	10797188	
Application Number:	17140071	
Application Number:	17006900	
CORRESPONDENCE DATA		
Fax Number:	(617)646-8646	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6176468000	
Email:	mquinn@wolfgreenfield.com	
Correspondent Name:	JAMES H. MORRIS	
Address Line 1:	WOLF GREENFIELD & SACKS, PC	
Address Line 2:	600 ATLANTIC AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	A1192.90000US00	
NAME OF SUBMITTER:	MICHELLE QUINN	
SIGNATURE:	/Michelle Quinn/	
DATE SIGNED:	06/02/2023	

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Total Attachments: 12

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PATENT LICENSE AGREEMENT

This Patent License Agreement ("New Patent License Agreement") is effective as of October 9, 2018 (the "Effective Date"), by and between: HIPHOTON CO., LTD., a company organized under the Laws of TAIWAN, having its registered office at 12F., No.16, Ln. 28, Sec. 1, Tiedao Rd., East Dist., Hsinchu City 30059, Taiwan (R.O.C.), represented by its Chairwoman, Ms. LAN-CHUN YANG, duly empowered for the purposes hereof ("Licensor"); and ALEDIA, a "société par actions simplifiée" organized under the Laws of France, registered before the Trade and Companies Register of Grenoble, FRANCE, under No. B 537 455 982, having its registered office at Minattec, Bâtiment Haute Technologie n° 52, 7, Parvis Louis Néel, CS 50, 38040 Grenoble, FRANCE, represented by its Chairman, Mr. Giorgio ANANIA, duly empowered for the purposes hereof ("Aledia").

RECITALS

WHEREAS, Licensor and Aledia entered into a patent license agreement dated August 22, 2016 (the "Original Patent License Agreement"). Pursuant to the Original Patent License Agreement, Licensor granted Aledia a non-exclusive license solely within the Field of Use (as defined below) for the Licensed Patents (as defined below) with the option for Aledia to convert this license to an Exclusive License (as defined below) solely within the Field of Use during a period of two years starting from August 22, 2016. On July 18, 2018, Aledia exercised its option; Licensor and Aledia agree to enter into this New Patent License Agreement.

WHEREAS, Aledia desires to receive such license;

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Affiliate" means, with respect to a given Entity, any other Entity that at any time prior to the end of the Term directly (or through a Controlled intermediary) Controls, is Controlled by, or is under common Control with, such Entity.

1.2 "Control" means direct or indirect ownership of (i) more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of an Entity, or (ii) for an Entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such Entity.

1.3 "Customer" means Aledia and its Affiliates' direct and indirect distributors, resellers, suppliers, dealers, and customers (including but not limited to end user customers).

1.4 "Entity" means any individual, person, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization, or any other legal or governmental entity of any kind or character.

1.5 "Field of Use" means the field of all general lighting, automotive lighting, and displays including projection systems; this field includes without limitation both exterior and internal lighting, display, and/or projection systems and applications, and pixelated LED technologies related thereto.

1.6 "Licensed Patents" means those Patents listed in Exhibit A and all Patents related thereto, worldwide, including all originals, divisionals, provisionals, reissues, reexaminations, continuations, parents, continuations-in-part, extensions, foreign counterparts, and all Patents claiming (or entitled to claim) priority to or from any and all of the foregoing worldwide.

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1.7 "Licensed Products" means all software, products, and services of Aledia and its Affiliates, including any software, hardware, or other product or service that is marketed, offered, distributed, or otherwise provided by Aledia or its Affiliates, in each case that are in the Field of Use.

1.8 "Patents" means any and all patents, utility models, patent registrations, and equivalent rights (including originals, divisionals, provisionals, reissues, reexaminations, continuations, parents, continuations-in-part, and extensions), and applications for the foregoing (whether active or abandoned) worldwide, and any other inventions, procedures, or formalities with respect to the foregoing that can or may result in an enforceable patent right anywhere worldwide.

1.9 "Territory" means worldwide.

1.10 "Exclusive License" means the Licensor licensees only to Aledia solely within the Field of Use as defined in Section 1.5 and as specified in Article 2 below; the Licensor retains all rights as the owner of the Licensed Patents including but not limited to assertion and other rights as the owner of the Licensed Patents.

2. LICENSES AND COVENANTS; EXCLUSIVITY OPTION

2.1 **License Grants.** Subject to Aledia's making of the payments set forth in Section 5, Licensor hereby grants to Aledia, effective as of the Effective Date, an irrevocable, exclusive, perpetual, and sublicensable (solely as set forth herein) license under Licensor's Licensed Patents, for the life of such Licensed Patents, in the Territory, solely within the Field of Use, to: (i) make, have made, use, lease, import, offer for sale, sell, supply, distribute, host, render, otherwise transfer and promote the commercialization of (collectively, "Supply") Aledia's Licensed Products; (ii) use any software, product, or service, and practice any process or method while carrying out Aledia's business; (iii) perform any activities that, in the absence of this Agreement would constitute induced or contributory infringement, and (iv) Supply Licensed Products for use in their intended manner.

2.2 **Combinations.** Without limiting the rights granted hereunder, the licenses granted in Section 2.1 extend to the Supply by Aledia and its Customers of a combination of a Licensed Product with third-party software, products, and services, but only to the extent that for any given claim of a Licensed Patent, the Licensed Product (or a portion thereof) in such combination meets or performs (in whole or in part) at least one (1) limitation of such claim; provided that the foregoing does not include a license with respect to any unlicensed third-party software, provides, or services apart from such combination.

2.3 **Indirect Infringement.** For purposes of clarity, Licensor shall not assert against Aledia any claim of infringement (including contributory infringement and inducing infringement) of any Licensed Patent based upon Aledia communicating information (e.g., specifications, user instructions, or design guides) or providing Licensed Products to any third party.

2.4 **Sublicensable for Contract Manufacturing.** For the purposes of clarity, Licensor hereby grants Aledia the right to authorize third parties to manufacture, assemble, and produce Licensed Products on behalf of Aledia.

2.5 **No Other License.** For purposes of clarity, nothing in this Agreement grants either party any right or license, express or implied, in the other party's copyright, trademark, trade dress, service mark, trade secret, know-how, or other intellectual property except for Licensor's Licensed Patents.

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4. **WARRANTIES AND DISCLAIMERS; INDEMNIFICATION**

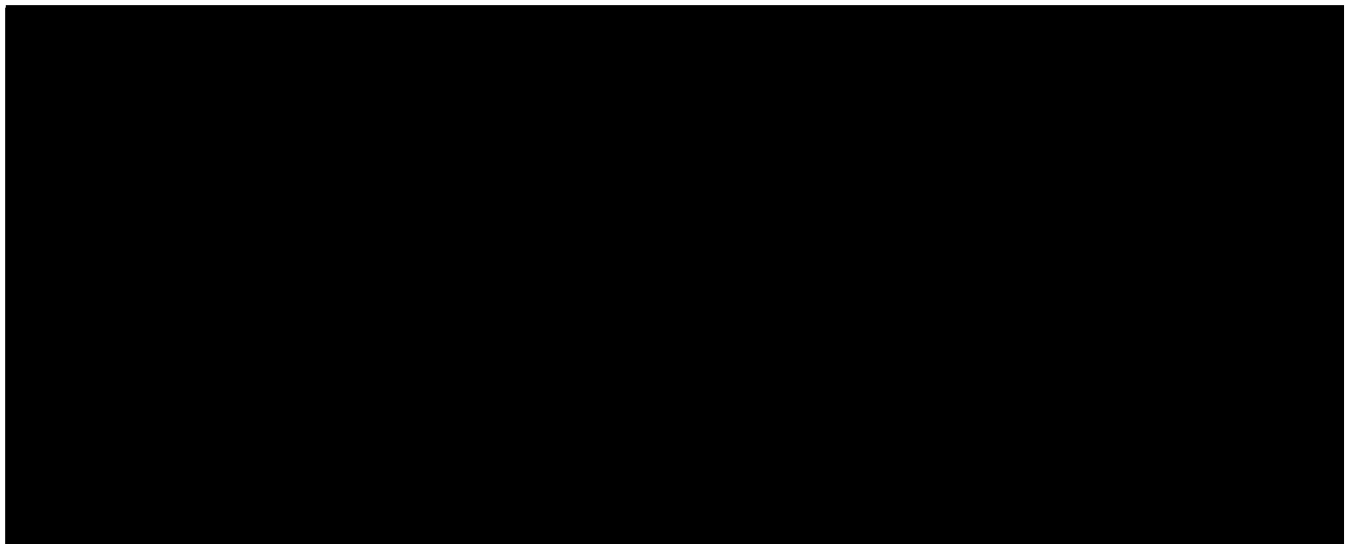
4.1 **Warranties.** Licensor hereby represents and warrants that: (i) it has full right, power, and authority to (a) enter into this Agreement, and (b) grant the licenses, covenants, and releases herein under the Licensed Patents; (ii) with the sole exception of Aledia, Licensor is the sole inventor of the Licensed Patents and has not assigned any of its right, title, or interest in or to the inventions covered by the Licensed Patents or, if there are other inventors, it has received and currently holds valid and effective assignments of all such inventors' rights to the inventions covered by the Licensed Patents, and no employer or former employer or other inventor may claim rights to such inventions; (iii) with the sole exception of Aledia, Licensor is the sole holder of all right, title, and interest in the Licensed Patents and does not hold any other rights to technology, inventions, or Patents necessary or useful to the Licensed Patents or the exercise of Aledia's rights hereunder; and (iv) there are no outstanding liens, encumbrances, third-party rights, agreements, or understandings of any kind, whether written, oral or implied, regarding the Licensed Patents, which are inconsistent or in conflict with any provision of this Agreement. Licensor further represents and warrants to Aledia that Licensor is unaware of: (x) the Licensed Products and Aledia's exercise of its rights hereunder infringing any third party's intellectual property rights; (y) any third party infringing or misappropriating, or having infringed or misappropriated, any claim of the Licensed Patents, and/or (z) the Licensed Patents being invalid or not subsisting, or of any grounds existing to invalidate or render unenforceable any intellectual property rights therein.

4.2 **Disclaimer of Other Warranties.** EXCEPT AS EXPRESSLY SET FORTH ABOVE IN SECTION 4.1, LICENSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED PATENTS.

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7. **IMPROVEMENTS**

It is agreed that if Aledia or any of its employees or officers shall make any inventions, improvements, modifications, updates and/or further develop any Licensed Products which are new matters that are not covered by the scope of any of the claims of the Licensed Patents ("Improvements"), Aledia will have the exclusive right, title and interest to any such Improvements. Licensor agrees to cooperate in assisting Aledia in pursuing any patent applications it elects to file with respect to such Improvements.

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9. **TERM AND TERMINATION**

9.1 **Term.** The Agreement shall be valid as of the signature of the last party to sign it; however, the term of this Agreement shall begin on the Effective Date and continue until the expiration of the last of the Licensed Patents to expire, unless terminated before then in accordance with this Agreement (the "Term").

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9.2 **Termination.** Either party may terminate this Agreement if the other party: (i) fails to cure any material breach of this Agreement within ninety (90) days of the non-breaching party's written notice of such breach.

Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, at law, or otherwise. In the event of any termination by Aledia other than for Licensor's material, uncured breach, Licensor shall have the right to keep the entirety of the fees paid to Licensor by Aledia and the Aledia termination fee up to the date Aledia provides notice of intent to terminate.

9.3 **Effects of Termination.** No termination of this Agreement shall relieve Aledia's obligations to Licensor, including Aledia's obligation to pay Fees accrued as of the termination date. Upon termination of this Agreement, Aledia shall have the right to fill all orders it has on hand on the date of termination, and shall have the right to sell all of the Licensed Products it has on hand and has parts for on said date of termination, it being clearly understood and agreed that upon termination of this Agreement, Aledia will immediately terminate manufacture and sales of Licensed Products. Any provision of this Agreement which, by its terms or by its nature, should survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

10. GENERAL

10.1 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to: (i) an Affiliate; or (ii) a successor-in-interest in connection with a change of Control (whether by merger, sale of stock or assets, consolidation, reorganization, or otherwise), so long as: (x) the rights and licenses granted hereunder remain effective in accordance with their terms; and (y) the assignee agrees in writing to be bound by all of the terms and conditions set forth herein. Subject to the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10.2 **Notice.** Any notice or other communication required or permitted to be given by either party under this Agreement shall be addressed to each party at the following addresses or such other address as may be designated by notice pursuant to this Section:

If to Licensor:

Ms. Lan-Chun Yang, Chairwoman

HIPHOTON CO., LTD.

12F, No.16, Ln. 28, Sec. 1, Tiedao Rd., East Dist.,
Hsinchu City 30059, Taiwan (R.O.C.)

If to Aledia:

Dr. Giorgio Anania, Chairman

Aledia, S.A.S.

Minatec, Bâtiment Haute Technologie n° 52, 7,
Parvis Louis Néel, CS 50, 38040 Grenoble,
FRANCE

10.3 **Compliance with Export Laws.** The parties acknowledge that the export of technical data, materials or products is subject to the exporting party receiving any necessary export licenses and that the parties cannot be responsible for any delays attributable to export controls which are beyond the reasonable control of either party. Licensor and Aledia agree not to export or re-export, directly or indirectly, any information, technical data, the direct product of such data, samples or equipment received or generated under this Agreement in violation of any applicable export control laws or governmental regulations. Licensor and Aledia agree to obtain similar covenants from their licensees, sublicensees, and contractors

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with respect to the subject matter of this Section 10.3.

10.4 Relationship of Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing). Each party agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other party.

10.5 Bankruptcy. The parties acknowledge and agree that the license granted by Licensor under this Agreement is, and shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (as may be amended from time to time), a license of "intellectual property" as defined under Section 101 of the United States Bankruptcy Code. The parties further acknowledge and agree that Aledia, as licensee of intellectual property rights under this Agreement, shall retain and may fully exercise all of their respective rights and elections under the United States Bankruptcy Code and/or any equivalent bankruptcy code governing in a foreign jurisdiction, if and to the extent applicable. The license would be terminated upon Aledia's insolvency.

10.6 Amendment. No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by each of the parties, except that any of the terms or provisions of this Agreement may be waived by a party entitled to the benefit of such terms or provisions if set forth in writing and signed by an authorized representative of such party. No waiver of any of the provisions of this Agreement will be deemed to, or will, constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof.

10.7 Severability. If any provision of this Agreement or the application of any such provision to any person, party or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will remain in full force and effect and will be effectuated as if such illegal, invalid or unenforceable provision is not part thereof.

10.8 Entire Agreement. This Agreement (including the Schedules and Exhibits attached hereto or delivered in connection herewith) constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral and/or written, between the parties with respect to the subject matter hereof.

10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The exclusive venue for disputes arising out of this Agreement shall be the state and federal courts having jurisdiction in California, and the parties agree to submit to the exclusive jurisdiction of such courts and waive any objection to such forum.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

10.11 Miscellaneous. The headings of the articles, sections and paragraphs contained in this

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Agreement are inserted for convenience only and will not be deemed to constitute part of this Agreement or to affect the construction thereof. The parties acknowledge that this Agreement has been prepared jointly by the parties and shall not be strictly construed against any party.

{Signature Page Follows}

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

ALEDIA, S.A.S. ("ALEDIA")

Date: 8/10/2018

By: Giorgio Anania
Signature of Authorized
Officer

GIORGIO ANANIA
Printed Name

President & CEO
Title

HIPHOTON CO., LTD.
("LICENSOR")

Date: 2018.10.9

By: LAN CHUN YANG
Signature of Authorized
Officer

LAN CHUN YANG
Printed Name

Chairwoman
Title

EXHIBIT A
LIST OF PATENTS

PATENT APPLICATIONS 1: the US APPLICATION No. 1, the PCT APPLICATION, and the CONTINUATION IN PART.

PATENT APPLICATIONS 2: the US APPLICATION No. 2, and the CONTINUATION IN PART.

CONTINUATION IN PART: (i) the provisional application filed on July 29, 2015 under No. US 62/198,371 and entitled "Micro LED array structure"; and (ii) the continuation in part of the US PATENT APPLICATIONS No. 1 and No. 2 filed under number No. US 2016/020353 by HIPHOTON CO., LTD, Hsinchu City (TW), on September 28, 2015 and entitled "SEMICONDUCTOR STRUCTURE".

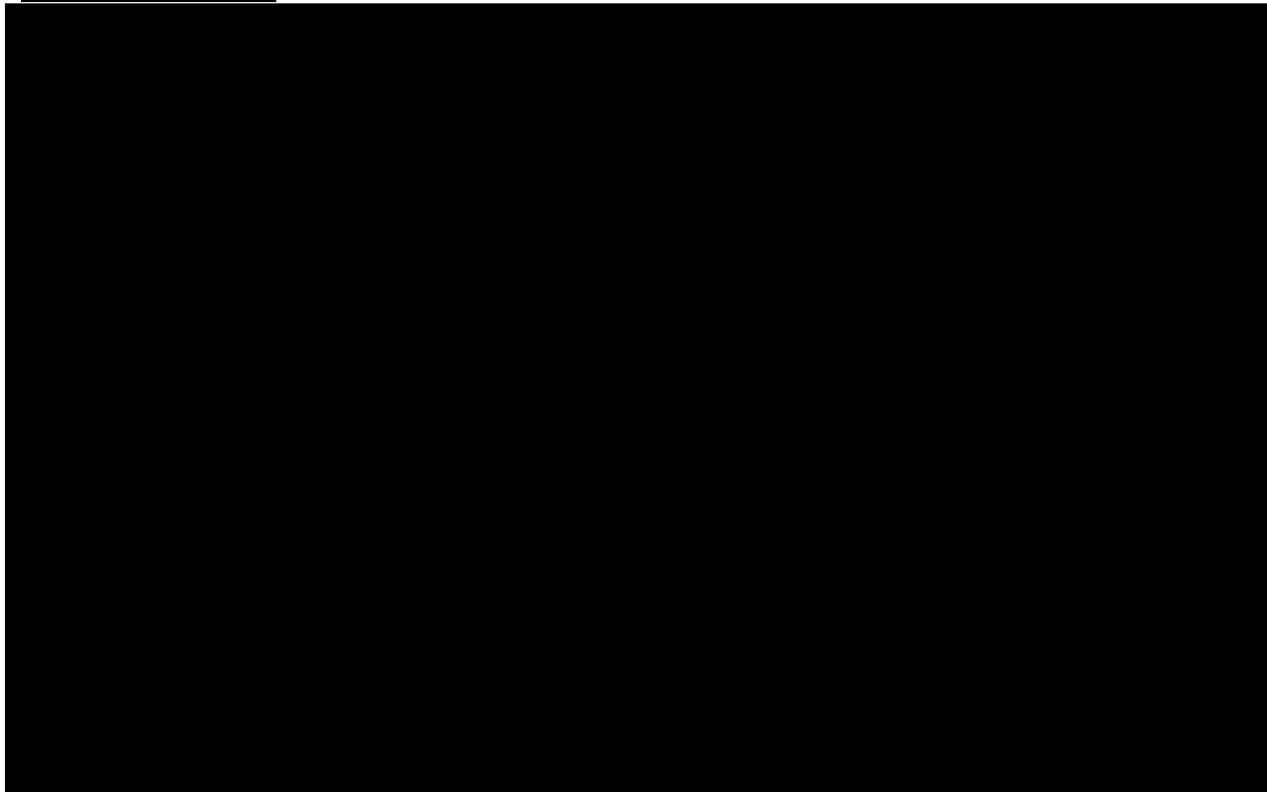
PCT APPLICATION: the PCT patent application filed by Licensor and Aledia under priority of the US APPLICATION No. 1 on June 13, 2016 under No. PCT/EP2016/063451 and entitled "Light engine array".

US APPLICATION No. 1: (i) the provisional application filed on June 14, 2014 under No. US 62/012,281, with confirmation number No. 1687 and entitled "Flat semiconductor light emitting array unit having variable aperture sub-pixels for light intensity modulation"; (ii) the provisional application filed on June 17, 2014 under No. US 62/013,503, with confirmation number No. 3015 and entitled "Fabricating active matrix full color display by semiconductor light emitting array unit having same height level common cathode and anode"; (iii) the provisional application filed on November 10, 2014 under No. US 62/077,329, with confirmation number No. 8856 and entitled "Method to provide the supporting and redundancy semiconductor light emitting unit for display application"; and (iv) the US patent application filed by Licensor on June 12, 2015 under No. US 14/738,490, published on December 17, 2015 under No. US 2015/0362165 and entitled "Light engine array".

US APPLICATION No. 2: (i) the provisional application filed on June 8, 2014 under No. US 62/009,251, with confirmation number No. 1973 and entitled "Fabricating a semiconductor chip array having a sandwich structure for substrate removal"; (ii) the provisional application filed on May 24, 2014 under No. US 62/002,851, with confirmation number No. 6093 and entitled "Fabrication the black matrix array above the semiconductor light emitting array units for full color display"; (iii) the provisional application filed on June 8, 2014 under No. US 62/009,250 and entitled "Structure of semiconductor light emitting array units separated by polymer"; and (iv) the US patent application filed by Mr Chen-fu CHU on May 22, 2015, published on November 26, 2015 under No. US 2015/0340346 and entitled "Structure of a semiconductor array". The ownership of this IP No. US 2015/0340346 is Licensor. (see attached NOR-20150340346)

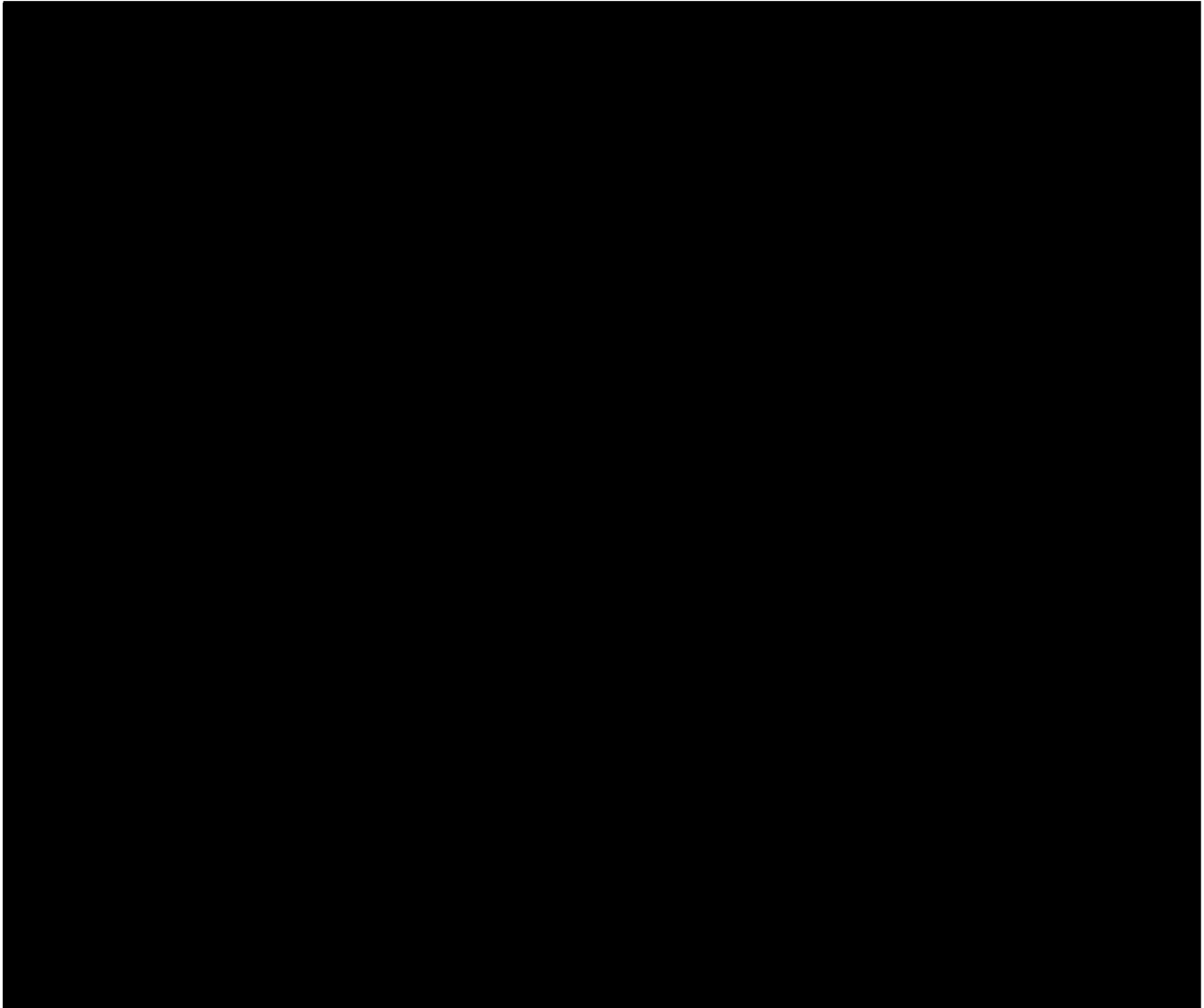
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EXHIBIT B



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EXHIBIT C



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