

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8117278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OPTIMUM TRACKER SAS	07/02/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NEXTRACKER INC.	
<b>Street Address:</b>	6200 PASEO PADRE PARKWAY	
<b>City:</b>	FREMONT	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94555	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	18449180	
<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>Phone:</b>	6124927000	
<b>Email:</b>	ip@fredlaw.com	
<b>Correspondent Name:</b>	FREDRIKSON & BYRON P.A.	
<b>Address Line 1:</b>	60 SOUTH SIXTH STREET	
<b>Address Line 2:</b>	SUITE 1500	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	94266.128.USC4	
<b>NAME OF SUBMITTER:</b>	CHARLES D. SEGELBAUM	
<b>SIGNATURE:</b>	/Charles D. Segelbaum/	
<b>DATE SIGNED:</b>	08/16/2023	
<b>Total Attachments: 3</b>		
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source=94266.128.USC4 - Assignment from Optimum Tracker SAS to Nextracker Inc#page2.tif		
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of the 2<sup>nd</sup> day of July, 2018, by and between Optimum Tracker SAS, a French company, with its principal office at Route de la Côte d'Azur, Arteparc, 13590, Meyreuil, France, registered with the Trade and Companies Registry of Aix-en-Provence under the number 514 435 809 ("Seller"), and NEXTracker, a Delaware corporation having a business address at 6200 Paseo Padre Pkway 94555 Fremont, USA ("Purchaser" and, together with Seller, the "Parties").

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of July 2<sup>nd</sup>, 2018 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell and transfer to Purchaser, and Buyer has agreed to purchase and assume from Seller, the Purchased Assets and the Assumed Liabilities;

WHEREAS, this Agreement is an ancillary agreement pursuant to the Purchase Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, Buyer desires to acquire, and Seller desires to sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in, to and under the patents and patent applications identified in Appendix A hereto (the "Transferred Patents").

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

**1. Assignment.** Seller does hereby sell, assign and transfer to Buyer all of Seller's right, title and interest in, to and under the Transferred Patents, including the right to sue and collect and retain damages and costs and attorneys' fees for past, present and future infringement of the Transferred Patents, and to fully and entirely stand in the place of the Seller in all matters related to the Transferred Patents.

**2. Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, OR REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY TRANSFERRED PATENTS.

**3. General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. This Agreement, Appendix A hereto, the Purchase Agreement, the Confidentiality Agreement and the other ancillary Agreements, contains the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written relating to the

subject matter hereof. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. This Agreement shall not be amended, modified or supplemented except by an instrument in writing

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specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

**4. Governing Law.** This Agreement, the rights of the Parties and all Proceedings arising in whole or in part under or in connection herewith shall be governed by and construed in accordance with the Laws of the Republic of France, without regard to any conflicts of law principles of such state that might apply the law of another jurisdiction.

**5. Consent to Jurisdiction.** With respect to any Proceeding relating to this Agreement, each Party irrevocably (i) agrees and consents to be subject to the exclusive jurisdiction of the United States state courts of California and any appellate court therefrom within the State of California and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party.

The foregoing consent to jurisdiction shall not constitute general consent to service of process in the State of California for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective Parties to this Agreement.

Each of Seller and Buyer irrevocably agrees that service of any process, summons, notice or document by United States registered mail to such Party's address set forth above shall be effective service of process for any Proceeding in California with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 5.

Notwithstanding the foregoing, a Party may commence any Proceeding in any court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by any of the above-named courts.

Executed this 2<sup>nd</sup> of July 2018

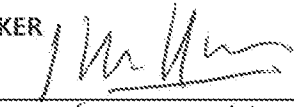
**OPTIMUM TRACKER**

By: 

Name: Ahmed Tahir NICHOTTE DE WELLE

Title: President.

**NEXTRACKER**

By: 

Name: Severin M. Mura

Title: Attorney in fact

# APPENDIX A

## Transferred Patents

Title/ Titre	Priority N° and date	International phase	National Patents n° and dates
Single-axis follower support system for solar collector	FR1460672 Filing date : 05/11/2014	PCT/FR2015/052921 WO2016071608 International filing date : 29/10/2015	US: Application N° : 15/124659 Publication N° : US 2017237391 / Publication date : 17/08/2017 Patent N° : US 9806669/ Grant Date : 31/10/2017
Système de support suiveur mono-axe pour capteur solaire			
Method for predictive control of the orientation of a solar tracker	FR 1555063 Filing date : 03/06/2015	PCT/FR2016/01297 WO2016193612 International filing date : 31/05/2016	US: Application N° : 15/577428 Publication N° : US2018152134 / Publication date: 31/05/2018
Procédé de pilotage prédictif de l'orientation d'un suiveur solaire			
Method for controlling the orientation of a solar tracker based on map models	FR 1556228 Filing date : 02/07/2015	PCT/FR2016/051650 WO2017001791 International filing date : 30/06/2016	US: Application N° : 15/739667
Procédé de pilotage de l'orientation d'un suiveur solaire basé sur des modèles cartographiques			
Method for controlling the orientation of a solar module with two photovoltaic faces	FR1650013 Filing date : 04/01/2016	PCT/FR2016/053671 WO2017118795 International filing date : 27/12/2016	
Procédé de pilotage de l'orientation d'un module solaire avec deux faces photo-actives			
Solar array with reference solar power plant for improved management	FR1650014 Filing date : 04/01/2016	PCT/FR2016/053672 WO2017118796 International filing date : 27/12/2016	
Champ solaire avec centrale solaire de référence pour une gestion améliorée			

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RECORDED: 08/16/2023