

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GTAT Corporation, dba GT Advanced Technologies		04/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merlin Solar Technologies, Inc.		
<b>Street Address:</b>	5891 Rue Ferrari		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95814		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86220441	MERLIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8588470017		
<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>	8584811883		
<b>Email:</b>	heather@themuellerlawoffice.com		
<b>Correspondent Name:</b>	The Mueller Law Office		
<b>Address Line 1:</b>	Heather Mueller		
<b>Address Line 2:</b>	12707 High Bluff Drive, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Heather Mueller		
<b>SIGNATURE:</b>	/Heather Mueller/		
<b>DATE SIGNED:</b>	06/02/2016		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), effective as of April 14, 2016 (the “**Effective Date**”), is made by GTAT Corporation, d/b/a GT Advanced Technologies, a Delaware corporation (“**Seller Parent**”) in favor of Merlin Solar Technologies, Inc., a Delaware corporation (“**Buyer**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

### RECITALS

WHEREAS, Seller Parent, GTAT Advanced Technologies Limited, a Hong Kong company and a subsidiary of Seller Parent and Buyer are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (as amended on March 28, 2016, the “**Asset Purchase Agreement**”), pursuant to which Seller Parent has, among other things, agreed to sell, assign, transfer, convey, and deliver to Buyer all of Seller Parent’s right, title, and interest in and to the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller Parent and Buyer have agreed to enter into this Assignment.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Seller Parent hereby sells, assigns, transfers, conveys, and delivers to Buyer all of Seller Parent’s right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the trademark registrations and trademark applications listed on Schedule A hereto, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the “**Assigned Trademarks**”), together with all rights relating thereto, including, without limitation, the business or portion thereof to which the Assigned Trademarks apply, which business is ongoing and existing, all rights to renew, reproduce, distribute and display the Assigned Trademarks, and all rights to collect royalties and proceeds in connection with any of the foregoing whether pursuant to 11 U.S.C. § 365(n) or otherwise, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorneys’ fees and expenses) or lost profits in connection therewith. To the extent Seller Parent retains any right, title or interest in or to the Assigned Trademarks that cannot be assigned to Buyer pursuant to this Assignment, then Seller Parent shall waive for all time any claims that Seller Parent may have concerning the Assigned Trademarks. Seller Parent shall make no further use of the Assigned

Trademarks for its own benefit or the benefit of another, nor shall Seller Parent challenge Buyer's use of the Assigned Trademarks after the date of this Assignment.

2. Recordation. Seller Parent hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Buyer as the assignee and owner of the Assigned Trademarks, it being understood that any expense in connection with the execution of such recordation shall be borne by Buyer.

3. Information and Assistance.

3.1 Upon Buyer's reasonable request and without further compensation, Seller Parent shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Seller Parent fails to timely comply with Section 3.1 and Buyer is therefore unable to secure Seller Parent's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Seller Parent hereby irrevocably designates and appoints Buyer and Buyer's duly authorized officers and agents as Seller Parent's agents and attorneys-in-fact to act for and on Seller Parent's behalf and instead of Seller Parent to take all lawfully permitted acts solely for the purpose of furthering the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Seller Parent. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by electronic or facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by electronic or facsimile transmission shall be deemed to be their original signatures for all purposes.

6. Headings. The headings in this Assignment are inserted for convenience only and shall not constitute a part hereof.

7. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller Parent and Buyer with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights or obligations of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
8. Governing Law. This Assignment shall be construed and interpreted according to the internal laws of the State of Delaware without regard to any conflicts of law provisions.

*[Signatures appear on next page]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

**SELLER PARENT:**

**GTAT CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Bill Kim*  
*Bill Kim*  
*VICE PRESIDENT &*  
*GENERAL COUNSEL*

Acknowledged and Accepted:

**BUYER:**

**MERLIN SOLAR TECHNOLOGIES, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Assignment]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF New Hampshire : ss.:  
CITY/COUNTY OF Hillsborough )

I, Jessica Forleo, the undersigned Notary Public do hereby certify that Hail Kim, as VP + General Counsel of GTAT Corporation, a Delaware corporation, who signed the foregoing Assignment document on the 28<sup>th</sup> day of March, 2016, is personally known to me or was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she was authorized to execute the foregoing Assignment document on behalf of GTAT Corporation, and to me acknowledged that he/she did sign the said document.

Jessica Forleo  
Notary Public

My commission expires on:



[Notarial Certificate to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

**SELLER PARENT:**

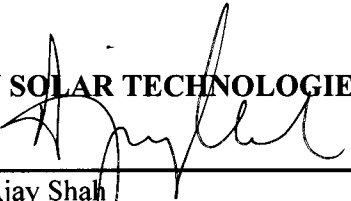
**GTAT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

**BUYER:**

**MERLIN SOLAR TECHNOLOGIES, INC.**

By:  \_\_\_\_\_  
Name: Ajay Shah  
Title: President and CEO

**[Signature Page to Trademark Assignment]**



**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>Number Application</b>	<b>Date Filing</b>	<b>Publication Date</b>	<b>Country</b>	<b>Mark</b>
86/220,441	13-Mar-2014	27-Oct-2015	US	MERLIN