

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640938

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|-----------------------------------|-----------------------|--|-----------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cree, Inc. | | 03/01/2021 | Corporation: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | CreeLED, Inc. | | |
| Street Address: | 39870 Eureka Drive | | |
| City: | Newark | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94560 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3935393 | EASYWHITE | |
| Registration Number: | 4060563 | EASYWHITE | |
| Registration Number: | 4384225 | EASYWHITE | |
| Registration Number: | 3357336 | EZBRIGHT | |
| Registration Number: | 2012686 | GSIC | |
| Registration Number: | 5852400 | J SERIES | |
| Registration Number: | 2650523 | MEGABRIGHT | |
| Registration Number: | 2861793 | RAZERTHIN | |
| Registration Number: | 4502559 | SC3 TECHNOLOGY | |
| Registration Number: | 5256643 | SC5 TECHNOLOGY | |
| Registration Number: | 5067029 | SCREEN MASTER | |
| Registration Number: | 4110443 | ULTRATHIN | |
| Registration Number: | 2644422 | XBRIGHT | |
| Registration Number: | 3014910 | XLAMP | |
| Registration Number: | 5294417 | XM-L | |
| Registration Number: | 2861792 | XTHIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3366077500 | | |

OP \$415.00 3935393

TRADEMARK

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.

Phone: 3366077300
Email: tmadmin@kilpatricktownsend.com
Correspondent Name: William M. Bryner
Address Line 1: 1001 W. Fourth Street
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

| | |
|---------------------------|----------------------------------|
| NAME OF SUBMITTER: | William M. Bryner, NC Bar Member |
| SIGNATURE: | /William M. Bryner/ |
| DATE SIGNED: | 04/21/2021 |

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”) is made by and between Cree, Inc., a North Carolina corporation having its principal offices at 4600 Silicon Drive, Durham, North Carolina 27703, USA (“**Assignor**”), and CreeLED, Inc. (f/k/a Chili Acquisition, Inc.), a Delaware corporation having its principal offices at 39870 Eureka Drive, Newark, CA 94560, USA (“**Assignee**”), as of the date set forth below.

WHEREAS, Assignor is selling to Assignee, contemporaneously with the execution and delivery of this Assignment at a closing on the date hereof, the Acquired Assets (as defined in the Purchase Agreement) pursuant to the Asset Purchase Agreement dated as of October 18, 2020, as amended, among Assignee, SMART Global Holdings, Inc., a Cayman Islands exempted company of which Assignee is a wholly-owned subsidiary, and Assignor (the “**Purchase Agreement**”) and the Intellectual Property Assignment and License Agreement dated as of the date hereof, between Assignee and Assignor (the “**IPALA**”), providing for, among other things, the sale to Assignee or an Affiliate of Assignee by Assignor of all of Assignor’s right, title and interest in and to the Assigned Trademarks (as set forth below);

WHEREAS, the term “**Trademarks**” means all trademarks, design marks, logos, service marks, certification marks, official marks, trade names, business names, corporate names, trade dress, and other characters, brand elements or other distinguishing features used in connection with goods or services, whether or not registered or the subject of an application for registration and whether or not registrable, and all related goodwill and all rights with respect thereto, whether arising under the laws of the United States or any state or territory thereof or any other jurisdiction anywhere in the world, and registrations and applications for registration with respect to any of the foregoing;

WHEREAS, the term “**Assigned Trademarks**” means all Trademarks listed on Exhibit A hereto, together with any registrations or applications therefor, all common law rights therein and thereto, all rights thereunder and with respect thereto, and all goodwill associated therewith or symbolized thereby;

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby unconditionally and irrevocably sell, assign, transfer, convey and deliver to Assignee, free and clear of all liens, encumbrances, rights and claims of any third party except for such permitted liens and encumbrances as expressly provided in the Purchase Agreement, IPALA, and other agreements entered into pursuant thereto, Assignor’s entire right, title and interest in and to all of the following, throughout the world:

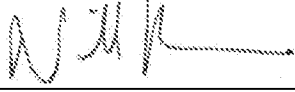
- (a) the Assigned Trademarks;
- (b) all rights to apply for, file, prosecute, register, maintain, extend and renew, in any and all countries of the world all rights with respect to Trademarks and other governmental grants or issuances of any type with respect to the Assigned Trademarks; and
- (c) to the extent they exist, any and all remedies, claims, causes of action and other enforcement rights of any kind (whether known or unknown or whether currently pending, filed, or otherwise, and

EXECUTION VERSION

whether accrued or accruing in the past, present or future) under, pursuant to, or on account of, any of the Assigned Trademarks, including all causes of action and other enforcement rights for (i) all past, current, and future damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement

Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all trademark registration certificates which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee of the entire interest therein.

CREE, INC.

By: 

Name: Neill P. Reynolds

Title: EVP & Chief Financial Officer

Date: 3/1/2021

CREELED, INC.

By: _____

Name: _____

Title: _____

Date: _____

whether accrued or accruing in the past, present or future) under, pursuant to, or on account of, any of the Assigned Trademarks, including all causes of action and other enforcement rights for (i) all past, current, and future damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement

Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all trademark registration certificates which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee of the entire interest therein.

CREE, INC.

By: _____
Name: _____
Title: _____
Date: _____

CREELED, INC.

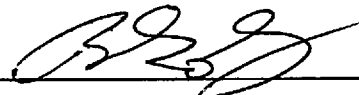
By:  _____
Name: Bruce Goldberg
Title: Vice President & Chief Legal Officer
Date: 3/1/2021

EXHIBIT A

ASSIGNED TRADEMARKS

CONFIDENTIAL

| Trademark | Country | Status | App. No. | Filing Date | Reg. No. | Reg. Date | Next Renewal |
|------------|--------------------------|------------|------------|-------------|----------|-------------|--------------|
| EASYWHITE | United States of America | Registered | 77/887,993 | 07-Dec-2009 | 3935393 | 22-Mar-2011 | 22-Mar-2021 |
| EASYWHITE | United States of America | Registered | 77/887,995 | 07-Dec-2009 | 4060563 | 22-Nov-2011 | 22-Nov-2021 |
| EASYWHITE | United States of America | Registered | 77/887,999 | 07-Dec-2009 | 4384225 | 13-Aug-2013 | 13-Aug-2023 |
| EZBRIGHT | United States of America | Registered | 78/696,691 | 19-Aug-2005 | 3357336 | 18-Dec-2007 | 18-Dec-2027 |
| GSIC | United States of America | Registered | 74/631,092 | 07-Feb-1995 | 2012686 | 29-Oct-1996 | 29-Oct-2026 |
| J SERIES | United States of America | Registered | 87/733,210 | 23-Dec-2017 | 5852400 | 03-Sep-2019 | 03-Sep-2029 |
| MEGABRIGHT | United States of America | Registered | 76/253,501 | 04-May-2001 | 2650523 | 12-Nov-2002 | 12-Nov-2022 |
| RAZERTHIN | United States of America | Registered | 78/229,426 | 25-Mar-2003 | 2861793 | 06-Jul-2004 | 06-Jul-2024 |

| Trademark | Country | Status | App. No. | Filing Date | Reg. No. | Reg. Date | Next Renewal |
|---------------------------------|------------------------------|------------|------------|-------------|----------|-------------|--------------|
| SC3 TECHNOLOGY (Stylized) | United States of American | Registered | 85/746,948 | 05-Oct-2012 | 4502559 | 25-Mar-2014 | 25-Mar-2024 |
| SC5 TECHNOLOGY | United States of America | Registered | 86/430,861 | 22-Oct-2014 | 5256643 | 01-Aug-2017 | 01-Aug-2027 |
| SCREEN MASTER | United States of America | Registered | 86/747,140 | 03-Sep-2015 | 5067029 | 25-Oct-2016 | 25-Oct-2026 |
| ULTRATHIN | United States of America | Registered | 85/293,231 | 12-Apr-2011 | 4110443 | 06-Mar-2012 | 06-Mar-2022 |
| XBRIGHT | United States of America | Registered | 76/312,450 | 07-Sep-2001 | 2644422 | 29-Oct-2002 | 29-Oct-2022 |
| XLAMP | United States of America | Registered | 78/313,488 | 14-Oct-2003 | 3014910 | 15-Nov-2005 | 15-Nov-2025 |
| XM-L | United States of America | Registered | 87/218,890 | 28-Oct-2016 | 5294417 | 26-Sep-2017 | 26-Sep-2027 |
| XTHIN | United States of America | Registered | 78/229,422 | 25-Mar-2003 | 2861792 | 06-Jul-2004 | 06-Jul-2024 |

TRADEMARK
REEL: 007265 FRAME: 0859

RECORDED: 04/21/2021