# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM667252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Patent Holdings		07/22/2021	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
Street Address:	5005 E. MCDOWELL ROAD
Internal Address:	MD A700
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85008
Entity Type:	Limited Liability Company: ARIZONA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	73582744	OPTOLOGIC
Serial Number:	74628746	OPTOPLANAR

## CORRESPONDENCE DATA

Fax Number: 6022443169

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: 6022443676

Email: trademarks@onsemi.com

**Correspondent Name:** SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

Address Line 1: 5005 E. MCDOWELL ROAD

Address Line 2: MD A700

Address Line 4: PHOENIX, ARIZONA 85008

NAME OF SUBMITTER:	Kelly a. hall
SIGNATURE:	/Kelly A. Hall/
DATE SIGNED:	08/12/2021

## **Total Attachments: 31**

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of 8:00AM July 22, 2021 ("Effective Date") by and between the Assignor (defined herein) and the Assignee (defined herein). Assignor and Assignee may hereinafter together be referred to as the "Parties" and individually as a "Party."

Assignor: Silicon Patent Holdings, a California corporation, with a place of business at 5005 East McDowell Road, Phoenix, Arizona 85008 USA.

Assignee: Semiconductor Components Industries, LLC, a Delaware limited liability company with a place of business at 5005 East McDowell Road, Phoenix, Arizona 85008 USA.

WHEREAS, the Assignor, owns any and all "Intellectual Property" rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed. issued, or acquired, including without limitation: (a) United States and foreign patents and applications including any and all past, present, and future, provisional, non-provisional, continuation, continuation-inpart, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the U.S. and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the U.S. and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the U.S. and countries foreign thereto ("Patents"); (b) inventions, invention disclosures, improvements, trade secrets, manufacturing processes, test and qualification processes, technical designs, compositions, formulae, models, schematics, proprietary information, know-how, technology, technical data and mask works, and all documentation relating to any of the foregoing, trade secret rights and all other rights in or to confidential business or technical information ("Trade Secrets"); (c) industrial design rights and any registrations and applications therefore ("Industrial Designs"); (d) rights in databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of the United States or any other jurisdiction, whether registered or unregistered, and any applications for registration thereof ("Database Rights"); (e) mask works, and mask work registrations and applications therefor ("Mask Works"); (f) registered and unregistered copyrights (without limitation copyright on designs, software, both source and object code, mask works, and all derivative works thereof), copyright registrations and applications therefore; (g) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, issuances, extensions and renewals of such registrations and applications; registrations of the internet domain names, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority; all unregistered trademarks, service marks, and trade names licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party ("Trade Marks"); (h) any similar, corresponding or equivalent intellectual property rights to any of the foregoing anywhere in the world now known or in the future discovered; and (i) including any Intellectual Property listed in Schedule A (i.e. as attached or amended); and (j) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

WHEREAS, Assignor desires to assign any and all right, title and interest to said Intellectual Property to Assignee;

WHEREAS, the Assignee desires to obtain any and all, right, title, and interest of Assignor in and to the Intellectual Property;

NOW THEREFORE, for \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers, and by these presents does hereby irrevocably and unconditionally assign and transfer to said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the Intellectual Property.

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, execute such additional assignments and other writings and do such additional acts as said Assignee may deem reasonably necessary or desirable to perfect the Assignee's enjoyment of this grant, and render necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the U.S., or of any and all foreign countries, on said Patents, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patents and for recording in foreign patent offices, and in enforcing any rights or causes in action accruing as a result of such Patents, by giving testimony in any proceedings or transactions involving such Patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Intellectual Property, and that Assignor has not conveyed nor will convey hereafter all or part of the Intellectual Property to a third party.

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the patents and/or patent applications and otherwise take advantage of the provisions of any international conventions. Assignor will take any and all steps required to effectuate recordation of the assignments in any country of the world. This Assignment will be governed by the laws of the State of Arizona of the United States of America.

ASSIGNOR AND ASSIGNEE acknowledge that, from and after the Effective Date, Assignee is the legal and beneficial owner of the Intellectual Property in any form or embodiment thereof. Assignor agrees not to do or suffer to be done any act or thing that may materially adversely affect any rights of Assignee in or to the Intellectual Property, to the fullest extent permitted under applicable law.

IF, AND TO THE EXTENT THAT, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Intellectual Property cannot be assigned as provided in this agreement (a) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned to the fullest extent permissible, and (b) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Intellectual Property that cannot be assigned as contemplated by this agreement.

ASSIGNOR AND ASSIGNEE agree to execute and deliver all instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Intellectual Property. Assignor and Assignee contemplate that they may enter into one or more additional instruments of transfer with respect to some of the Intellectual Property to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements (e.g. a confirmatory assignment). The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF, JPEG, etc. formats) or an electronic signature, shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability, and admissibility. Delivery of the fully executed copy of the Agreement via e-mail or via electronic signature system shall have the same force and effect as delivery of an original hard copy. Signatures may be provided on separate pages.

Signatures are provided on separate pages.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: July 22, 2021

By: Aller Charles Beller jegel

Title: Senior Vice President and Assistant Secretary

Silicon Patent Holdings

### ACKNOWLEDGEMENT:

State of Arizona )
County of Maricopa )

On this 22nd day of July, 2021, before me personally appeared Lauren Bellerjeau, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she executed the above document.



Notary Public

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COUNTRY	FILING DATE	APPLN. NO.	REGISTRATION DATE	REGISTRATION NUMBER	MARK NAME
United States of America	1986-02-14	73-582,744	1986-09-02	1,407,549	OPTOLOGIC
United States of America	1995-02-02	74-628,746	1997-09-30	2,101,841	OPTOPLANAR

RECORDED: 08/12/2021

SCHEDULE A TRADEMARKS

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