

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICOR MATERIALS, INC.		12/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNNUVELLIR SLHF		
Street Address:	TJARNARGÅ-TU 4		
City:	REYKJAVIK		
State/Country:	ICELAND		
Postal Code:	101		
Entity Type:	Icelandic entity: ICELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4643227	SILICOR MATERIALS	
CORRESPONDENCE DATA			
Fax Number:	5125364598		
<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:	512-474-5201		
Email:	aopdocket@nortonrosefulbright.com		
Correspondent Name:	Stephanie A. Schmidt		
Address Line 1:	Norton Rose Fulbright US LLP		
Address Line 2:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	1001076096		
NAME OF SUBMITTER:	Stephanie A. Schmidt		
SIGNATURE:	/Stephanie A. Schmidt/		
DATE SIGNED:	01/27/2023		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of December __, 2022 (the “Effective Date”), is made and entered into by Silicor Materials, Inc., a Delaware corporation (“Silicor”) and Sunnuvellir SLHF, an Icelandic entity (“Sunnuvellir”). Sunnuvellir and Silicor are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Silicor is the owner of all right, title and interest in and to certain IP Assets (as defined below); and

WHEREAS, in connection with a Strict Foreclosure and conditioned upon the consummation of a Strict Foreclosure (as those terms are defined the Proposal of Strict Foreclosure to Silicor Materials, Inc. from Sunnuvellir SLHF, dated December 9, 2022 (the “Proposal of Strict Foreclosure”), Silicor has agreed to assign the IP Assets to Sunnuvellir and Sunnuvellir has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the mutual promises, agreements, terms, covenants, and representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following capitalized terms will have the following meanings:

“Copyrights” means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 et. seq.; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

“Intellectual Property” means all rights in Copyrights, Patents, Mask Works, Trademarks, Technology and any other proprietary rights relating to intangible property.

“IP Assets” means any Intellectual Property owned or controlled by Silicor as of the Effective Date. For purposes of this definition, “controlled by” means, with respect to Intellectual Property, possession of the ability by a Party (whether by sole or joint ownership, license or otherwise) to grant, without violating the terms of any agreement with a third party, a license, access or other right in, to or under such Intellectual Property.

“Mask Work” means: (a) any mask work, registered or unregistered, as defined in 17 U.S.C. §901; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world (including, without limitation, semiconductor topography rights); and (d) all rights in and to any of the foregoing.

“Patents” means patents, patent applications, patent disclosures, and statutory invention registrations, including any other counterparts of any of the foregoing worldwide, and including all provisional, divisionals, continuations, continuations-in-part, requests for continued examination, continued prosecution applications, re-issues, re-examinations, any national phase PCT applications, any PCT international applications, and any patents issuing or granted from any of the foregoing applications or claiming priority to any of the foregoing applications or patents or serving as a basis for a claim of priority for any of the foregoing applications or patents.

“Software” means computer programs and systems, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form); and (c) translation, ported versions and modifications of any of the foregoing.

“Technology” means any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, trade secrets, invention disclosures or other data including works subject to Copyrights and Mask Works (but does not include Trademarks or Patents).

“Trademarks” means trademarks, service marks, certification marks, trade dress, logos, slogans, trade names, corporate names, business names, product names, URLs, domain names, other electronic identifiers (e.g., Twitter and Facebook handles), and other source identifiers, together with all translations, adaptations, derivations and combinations of any of the foregoing, together with all of the goodwill associated with any of the foregoing, and all registrations and applications for registration thereof, including all extensions, modifications and renewals of same.

2. Condition Precedent: Effective Date. This Agreement shall be effective at such time, and only at such time, as the Effective Date has been achieved in the Proposal of Strict Foreclosure and no Foreclosure Failure (as the term is defined in the Proposal of Strict Foreclosure) has occurred. Upon the occurrence of a Foreclosure Failure or in the event the Strict Foreclosure is for any reason not effective, this Agreement shall be of no force and effect whatsoever.

3. Assignment. Effective upon the Effective Date, Silicor hereby transfers and assigns to Sunnuvellir, and Sunnuvellir hereby accepts, all right, title and interest in and to the IP Assets, free and clear of any and all debts, liens, encumbrances, obligations and liabilities of any kind, together with the tangible and intangible property rights relating to or arising out of the IP Assets, including, without limitation, any and all Patents, Trademarks, Copyrights, Mask Works and Technology. By way of example, and without limitation, Silicor hereby assigns the following:

(a) all Patents, including, by way of non-limiting example, the patents and patent applications listed in Schedule A;

(b) All Trademarks, including, by way of non-limiting example, the trademarks and domain names listed in Schedule B;

(c) all Copyrights, published and unpublished works of authorship attendant to the IP Assets, including all copyrights rights therein, industrial designs, industrial models and proprietary designs, and also including, by way of non-limiting example, the registered Copyrights listed in Schedule C (collectively, the “Works”), including without limitation (i) the entirety of all common law and statutory copyrights in the Works; (ii) all copyright registrations or copyright applications covering the Works, and all renewals and extensions thereof; (iii) all rights of reproduction in any and all media based upon the Works; (iv) all rights to prepare any derivative works based on the Works; (v) all rights to distribute (including, without limitation, distribute electronically) copies of the Works in any and all media to the public by sale or other transfer of ownership or by rental, lease, or lending; and (vi) all rights to display in any and all media and perform the Works publicly;

(d) all Technology owned or controlled by Silicor as of the Effective Date; and

(e) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to any of the foregoing, all causes of action for past, present, or future infringement based upon, relating to, or arising out of any of the foregoing, and all rights corresponding to the foregoing throughout the world.

4. Transfer of IP Assets. Immediately upon the achievement of the Effective Date, Silicor shall provide Sunnuvellir with copies of all information, books, records, documents or other data, whether or not proprietary or confidential, relating to the IP Assets or the ownership of the IP Assets, in whatever format they exist, whether in hard copy or electronic format, and wherever located.

5. Representations and Warranties. Silicor hereby represents, warrants and covenants that (a) Silicor has the right, and full power and authority, on behalf of Silicor to make the assignments as well as the representation, warranties and covenants made herein; (b) Silicor has not executed nor will it execute any agreement in conflict herewith; and (c) Silicor will not challenge or dispute the ownership, validity or enforceability of the IP Assets either directly or indirectly, nor allow any person or entity under Silicor's control to do so.

6. Moral Rights. Sunnuvellir and its successor(s), as owner of the Works, may use the Works for any lawful purpose without restriction, and Silicor waives any and all moral rights Silicor had, has or may have in or to the Works in the United States of America and all other countries, including, without limitation, any rights Silicor may have under 17 U.S.C. § 106A or any other law, rule or regulation in any jurisdiction.

7. Further Assurances. Silicor agrees to execute and deliver or cause to be executed and delivered to Sunnuvellir, at Sunnuvellir's expense (but without further compensation to Silicor), such further instruments of transfer and conveyance, to execute and deliver or cause to be executed and delivered all applications and all divisional, continuing and reissue applications, to execute and deliver or cause to be executed and delivered all renewals, to make or cause to be made all rightful oaths, and to take or cause to be taken such other actions as may reasonably request to carry out the transfer of the IP Assets conveyed herein. Silicor will, and will cause persons under its control to, communicate to Sunnuvellir, its successors, legal representatives and assigns, any facts known to them respecting the IP Assets, testify in any legal proceeding, and generally do everything reasonably possible to aid Sunnuvellir, its successors, legal representatives and assigns, to obtain and enforce and protect the IP Assets in all countries, provided only that Sunnuvellir shall pay, or reimburse Silicor for, all reasonable out of pocket expenses incurred by Silicor incident to the performance of its obligations under this paragraph.

8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws and regulations of California, without regard to the conflicts of law provisions thereof or any other jurisdiction.

9. Headings. Headings of the various Articles and sections, where used herein, are merely present for convenience and shall not be used in construing this Agreement.

10. Entire Agreement. This Agreement and any Appendices attached hereto constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement.

11. Modifications. This Agreement may not be modified or amended unless such modification or amendment is made in writing and is signed by the Parties.

12. No Waiver. Failure of either Party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

13. Severability. If any provision of this Agreement should be void or held illegal or unenforceable, the other provisions shall not be affected and the Parties will replace any provision held void, illegal or unenforceable with provisions which will achieve as far as possible the intention or results sought to be achieved by the void provisions.

14. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

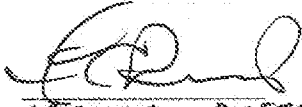
15. Signatures. Facsimile signatures (including pdf signatures) transmitted by the Parties hereto shall be deemed as effective as original signatures on this Agreement.


[Signature Page Attached]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

SILICOR MATERIALS, INC.

SUNNUVELLIR SLIF

By: 
Name: MICHAEL RUSSO
Title: CEO

By: 
Name: CHARLES TRAYKOVSKY
Title: CHAIRMAN

{Signature Page to Intellectual Property Assignment Agreement}

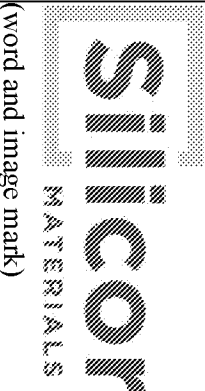
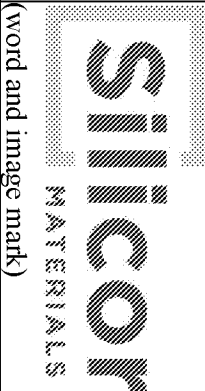
**Schedule A
Patents and Patent Applications**

Country	Application #	Filing Date	Patent # (if applicable)	Issue/Grant Date (if applicable)	Title
US	11/648,127	12/30/2006	8,008,107	08/30/2011	Semiconductor wafer pre-process annealing and gettering method and system for solar cell formation
US	11/769,109	06/27/2007	7,651,566	01/26/2010	Method and system for controlling resistivity in ingots made of compensated feedstock silicon
US	11/828,734	07/26/2007	7,955,433	06/07/2007	Method and system for forming a silicon ingot using a low-grade silicon feedstock
US	12/140,104	06/16/2008	7,887,633	02/15/2011	Germanium-enriched silicon material for making solar cells
US	12/244,839	10/03/2008	7,959,730	06/14/2011	Method for processing silicon powder to obtain silicon crystals
US	12/288,857	10/23/2008	7,727,503	06/01/2010	Method for purifying silicon
US	12/456,378	06/15/2009	8,298,850	10/30/2012	Bifacial solar cells with overlaid back grid surface
US	12/456,404	06/15/2009	8,404,970	03/26/2013	Bifacial solar cells with back surface doping
US	12/530,993	03/03/2010	9,243,311	01/26/2016	Method for removing phosphorous and boron from aluminum silicon alloy for use in purifying silicon
US	12/618,577	11/13/2009	8,968,467	03/03/2015	Method and system for controlling resistivity in ingots made of compensated feedstock silicon
US	12/647,286	12/24/2009	9,166,071	10/20/2015	Polarization resistant solar cell design using an oxygen-rich interface layer
US	12/670,263	07/23/2008	8,480,991	07/09/2013	Use of acid washing to provide purified silicon crystals
US	12/703,727	02/10/2010		Abandoned	Process Control For UMG-Si Material Purification
US	12/729,561	03/23/2010	8,562,932	10/22/2013	Method of purifying silicon utilizing cascading process
US	12/760,222	04/14/2010	8,216,539	07/10/2012	Cascading purification
US	12/770,688	04/29/2010	8,547,121	10/01/2013	Quality control process for UMG-SI feedstock
US	12/784,576	05/21/2010	7,883,680	02/08/2011	Method for purifying silicon
US	12/947,936	11/17/2010	8,562,740	10/22/2013	Apparatus for directional solidification of silicon including a refractory material
US	12/954,498	11/24/2010	8,758,507	06/24/2014	Germanium enriched silicon material for making solar cells
US	13/034,956	02/25/2011	8,882,912	11/11/2014	Method and system for forming a silicon ingot using a low-grade silicon feedstock

Country	Application #	Filing Date	Patent # (if applicable)	Issue/Grant Date (if applicable)	Title
US	13/158,626	06/13/2011	8,273,176	09/25/2012	Method for processing silicon powder to obtain silicon crystals
US	13/218,632	08/26/2011	8,316,745	11/27/2012	Semiconductor wafer pre-process annealing and gettering method and system for solar cell formation
US	13/234,960	09/16/2011	9,352,389	05/31/2016	Directional solidification system and method
US	13/250,168	09/30/2011			Textured photovoltaic cells and methods
US	13/494,710	06/12/2012	8,580,218	11/12/2013	Method of purifying silicon utilizing cascading process
US	13/494,717	06/12/2012	8,540,958	09/24/2013	Cascading purification
US	13/625,348	09/24/2012	8,801,855	08/12/2014	Method for processing silicon powder to obtain silicon crystals
US	14/058,832	10/21/2013			Apparatus for directional solidification of silicon including a refractory material
US	14/374,382	07/24/2014			Method for purification of silicon
US	14/375,743	06/18/2014	9,076,741	07/07/2015	Light-emitting element, image forming apparatus, image display apparatus and image reading apparatus
US	14/409,430	12/18/2014			Method of purifying silicon
US	14/409,433	12/18/2014	9,724,755	08/08/2017	Controlled directional solidification of silicon
US	14/409,435	06/24/2013			Method to purify aluminum and use of purified aluminum to purify silicon
US	14/409,534	12.19.2014			Lining for surfaces of a refractory crucible for purification of silicon melt and method of purification of the silicon melt using that crucible(s) for melting and further directional solidification
US	14/409,536	12/19/2014	9,676,632	06/13/2017	Method for purifying silicon
US	14/409,538	12/19/2014			Lining for surfaces of a refractory crucible for purification of silicon melt and method of purification of the silicon melt using that crucible
US	14/409,545	12/19/2014			Method of purifying calcium fluoride
US	14/409,546	06/25/2013	9,512,008	12/06/2016	Flux composition useful in directional solidification for purifying silicon
US	14/424,890	02/27/2015			Reactive cover glass over molten silicon during directional solidification

Country	Application #	Filing Date	Patent # (if applicable)	Issue/Grant Date (if applicable)	Title
US	14/634,282	02/27/2015			Method and system for controlling resistivity in ingots made of compensated feedstock silicon
US	14/764,491	07/29/2015	9,617,160	04/11/2017	Cover flux and method for silicon purification
US	14/776,536	09/14/2015	9,663,872	05/30/2017	Directional solidification system and method
US	15/166,039	05/26/2016			Directional solidification system and method
US	15/351,290	11/14/2016			Flux composition useful in directional solidification for purifying silicon
US	15/924,259	03/18/2018	10,773,963	09/15/2020	Method of purifying aluminum and use of purified aluminum to purify silicon
US	16/032,078	07/11/2018			Method for purification of silicon
US	17/018,048	09/11/2020			Method for purification of silicon

Schedule B
Trademarks

Docket Number	Country	Status	Mark	App #	File Date	Reg #	Reg Date
	Iceland	Registered	SILICOR (word mark)	1778/2014		837/2014	12/1/2014
	Iceland	Registered	SILICOR MATERIALS (word mark)	1779/2014		8/2015	1/5/2015
	Iceland	Registered		1780/2014		838/2014	12/1/2014
	USA	Registered	 (word and image mark)		6/18/2012	4651165	12/9/2014
	USA	Registered	SILICOR (word and image mark)		6/18/2012	4647337	12/2/2014
	USA	Registered	SILICOR MATERIALS	85654882	6/18/2012	4643227	11/25/2014
	USA/WO	Registered		1145806		1145806	12/5/2012
	USA/WO	Registered	 (word and image mark)				
	USA/WO	Registered	SILICOR (word mark)	1144169		1144169	12/5/2012
	Canada	Registered	SILICOR (word mark)	1606368-00		TMAA929299	2/18/2016
	Canada	Registered	SILICOR MATERIALS (word mark)	1606354-00		TMAA929283	2/18/2016
	Germany	Registered	SILICOR (word mark)	3020120489133		302012048913	12/3/2012
	EU	Registered	SILICOR (word mark)	016240376			11/26/2017

UK	Registered	SILICOR (word mark)	UK0091624037		UK00916240376	11/26/2017
			6			
China	Registered	SILICOR (word mark)	17559571		17559571	11/7/2017
China	Registered	SILICOR MATERIALS (word mark)	17916905		17916905	10/28/2017
WO	Registered	SILICOR MATERIALS (word mark)	1144167		1144167	12/5/2012

**Schedule B (continued)
Domain Names/Social Media Accounts**

silicormaterials.com
silicor.com
silicormaterials.is
silicor.is

Schedule C - Registered Copyrights

Registration Number	Registration Date	Title