

DECLARATION OF MOHAN RAO

I, G.R. Mohan Rao, hereby declare:

1. My name is G.R. Mohan Rao. I am one of the founders of Greenthread, LLC (“Greenthread”). I make this declaration in support of Greenthread's Patent Owner Response in IPR2023-00001, -00016, -00017, -00018, -00019, -00020, and -00021, and anticipate and authorize it to be used in other pending IPR proceedings involving Greenthread's patents.

2. I am one of the co-founders Greenthread and have been familiar with its business affairs since its creation. Greenthread's licenses are attached hereto as Appendix A (RPX license with [REDACTED]), Appendix B (RPX license with Intel and [REDACTED]), Appendix C (bilateral license with Micron), Appendix D (bilateral license with Western Digital), and Appendix E (bilateral license with AMS-OSRAM). Each licensee has performed as agreed and Greenthread has received more than \$50,000,000 in licensing fees for the Greenthread patent family.

3. At the time that each of the licenses were negotiated and signed, Greenthread did not own any patents other than the patents at issue in these proceedings and other patents in the same family. Accordingly, Greenthread's licenses granted rights only to that family. As part of Greenthread's most recent license with AMS-OSRAM, Greenthread received two patents and cash. Greenthread's licenses include clauses giving licensees rights to future patents Greenthread acquires. That is a standard term in RPX licenses and many other licenses to ensure permanent peace between the parties. However, at the time of Greenthread's prior licenses, Greenthread had not sued AMS-OSRAM and it was entirely speculative whether Greenthread would acquire patents outside the Greenthread family. Greenthread did not anticipate that it would do so at the time Greenthread signed its earlier licenses.

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4. Greenthread has never threatened litigation—implicitly, explicitly, or otherwise—against [REDACTED] or any of their affiliates.

5. In 2020, after Greenthread sued [REDACTED] for infringing Greenthread's patents, RPX Corp. ("RPX") approached Greenthread to negotiate a license on behalf of some of its members, including [REDACTED] [REDACTED] and [REDACTED]. Greenthread and RPX negotiated a license to RPX (Appendix A) which gave RPX the right to sublicense those companies to the Greenthread family of patents and which I understand RPX did in fact grant to them.

6. In exchange for the license rights, RPX agreed to pay Greenthread \$30,000,000, "in accordance with the following payment schedule: (a) Twenty Million U.S. Dollars (US\$20,000,000) before or on July 27, 2020; and (b) Ten Million U.S. Dollars (\$10,000,000) before or on August 28, 2020." *See* Appendix A§ 1.1. The reason for this schedule was the dates on which [REDACTED] would wire their contributions to the license fee to RPX. RPX agreed that if it "receive[d] the necessary committed funds [from [REDACTED] [REDACTED]] prior to the foregoing dates, then RPX will accelerate the timing of its payments" to Greenthread. *Id.* Greenthread received the payments from RPX as scheduled.

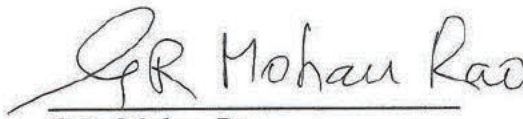
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I hereby declare that all statements made herein of my own knowledge are true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the results of the proceedings.

Dated: August 15, 2024


G.R. Mohan Rao
for Greenthread, LLC