[redacted]

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 Responses in IPR2024-00468, -00469, -00470, -00550, -00551, -00552, and -00553, 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.

[redacted]

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

5. In 2020, after Greenthread sued Samsung for infringing Greenthread's patents, RPX Corp. ("RPX") approached Greenthread to negotiate a license on behalf of some of its members, including [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]] 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.

[INTENTIONALLY LEFT BLANK]

[redacted]

* * * * * * * * *

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: November 7, 2024

G.R. Mohan Rao
for Greenthread, LLC

Appendix A

PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT (this "Agreement") is entered into by and between Greenthread, LLC, a Texas company with a principal place of business at 7424 Mason Dells Drive, Dallas, TX 75230-3244 ("Licensor"), and RPX Corporation, a Delaware corporation with a principal place of business at Four Embarcadero Center, Suite 4000, San Francisco, CA 94111 ("RPX"), on the date when this Agreement has been executed by both Licensor and RPX (the "Effective Date"). Each of RPX and Licensor is a "Party", and collectively, are referenced as the "Parties".

WHEREAS, Licensor is the sole and exclusive owner of, and has the right to license in the United States and throughout the world, the Patents (as defined below);

WHEREAS, RPX desires to acquire from Licensor a Patent License (as defined below), including the right to grant to RPX Licensees (as defined below) a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met;

WHEREAS, Licensor is willing to grant to RPX a Patent License, including the right to grant to RPX Licensees a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, RPX and Licensor agree as follows:

Definitions

As used herein, the following terms shall have the following meanings:

"Affiliate(s)" of an Entity shall mean any and all Entities, now or in the future and for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity.

"Agreement" shall have the meaning ascribed to it in the preamble.

"Bankruptcy Code" shall have the meaning ascribed to it in Section 5.10.

"Claims" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents, or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in any Licensor Litigations with respect to the Patents, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"Combined Licensed Product and Service" shall mean any past, present or future combination or use, whether by an RPX Licensee, an RPX Licensee Affiliate, or a third party, of

a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of an RPX Licensee or an RPX Licensee Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent. For clarity, a Combined Licensed Product and Service will not include any product, service, technology or material of any Entity that is not an RPX Licensee or RPX Licensee Affiliate that independently satisfies all of the elements of a claim in any Patent.

"Control" shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"Covered Third Party" shall have the meaning ascribed to it in Section 1.2(c).

"Effective Date" shall have the meaning ascribed to it in the preamble.

"Entity" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

"Form of Dismissal" shall mean the form notice of dismissal in Exhibit D attached hereto.

"Initial Licensee" shall mean each Entity identified in Exhibit A, each such Entity's Affiliates, and any business unit or division that such Entity may divest.

"License Fee" shall have the meaning ascribed to it in Section 1.1.

"Licensed Product and Service" shall mean any past, present or future product, service, software, technology, design, or material (including any components, devices, data, media, or any other portions thereof), at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import by or on behalf of an RPX Licensee or an RPX Licensee Affiliate, alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or more Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

"Licensor" shall have the meaning ascribed to it in the preamble.

"Licensor Litigations" shall mean any and all lawsuits relating to any Patent filed at any time by Licensor or its Affiliates in any state or federal court in the United States, in any court or tribunal in any foreign country, or before the United States International Trade Commission. Any one of the Licensor Litigations is a "Licensor Litigation".

"Licensor Litigation Defendants" shall mean the parties adverse to Licensor or its Affiliates in any Licensor Litigation. Any one of the Licensor Litigation Defendants is a "Licensor Litigation Defendant".

"Party" and "Parties" shall have the meanings ascribed to them in the preamble.

"Patent License" shall mean a royalty-free, fully paid-up, irrevocable, non-exclusive worldwide license under the Patents to make, have made, use, have used, sell, lease, have leased, import, offer for sale, have offered for sale, have sold, copy, develop, have developed, operate, market, have marketed, import, have imported, own, order, design, purchase, practice, obtain, keep, acquire, receive, build, deliver, host, distribute, have distributed, provide, supply, export, have exported, and otherwise commercially exploit or dispose of any Licensed Product and Service, and for which the term of such license under the Patents shall extend to the expiration of each patent comprising the Patents.

"Patents" shall mean: (i) the patents and patent applications identified on Exhibit B, together with any and all patents and patent applications that are owned, controlled or licensable as of the Effective Date or later by Licensor and/or its Affiliates, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent".

"PTO" shall mean the United States Patent & Trademark Office.

"Release and Dismissal Obligations" shall mean Licensor, on behalf of itself and its Affiliates, immediately (i) executing a written release agreement containing terms that are substantially similar in scope and effect as the Release Terms, and (ii) with respect to any Licensor Litigation Defendant, taking all actions and making all necessary filings to resolve all disputes with respect to such Licensor Litigation Defendant relating to or arising out of the Licensor Litigations, including without limitation executing and filing a dismissal "with prejudice" substantially similar in form and effect to the Form of Dismissal (or, with respect to any Licensor Litigation in a non-U.S. jurisdiction, a dismissal "with prejudice" in such form as is appropriate for the relevant jurisdiction).

"Release Terms" shall mean the terms and conditions in Exhibit C attached hereto.

"RPX" shall have the meaning ascribed to it in the preamble.

"RPX Licensee" shall have the meaning ascribed to it in Section 1.2(a).

"Section 1542" shall have the meaning ascribed to it in Section 4.3(b).

"Underlying Claim" shall have the meaning ascribed to it in Section 4.2(b).

Section 1. Fees, Patent License

1.1 Fees. RPX shall pay to Licensor the amount of Thirty Million U.S. Dollars (US$30,000,000) (the "License Fee") 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. If RPX receives the necessary committed funds prior to the foregoing dates, then RPX will accelerate the timing of its payments to Licensor. Payments made under this Agreement shall be made via wire transfer, without deduction of taxes or banking fees of any kind, per the following wire account information:

Bank Name:	Manufacturers & Traders Trust Co.
Bank Address:	One M&T Plaza 345 Main St. Buffalo, NY 14203
Routing No:	031100092
Routing Beneficiary:	Patent Capital Funding 2018 – Series 1-A, LLC
Beneficiary Acct. No.:	133086-000
Beneficiary Address:	1105 N. Market Street, Suite 1300 Wilmington, DE 19801

1.2 Patent License.

(a) Effective upon the Effective Date, Licensor shall automatically be deemed to grant, and does hereby grant, to RPX the Patent License, which Patent License shall include the exclusive and irrevocable right of RPX to grant sublicenses under the Patent License to all Initial Licensees.

The Patent License shall also include the express right of RPX to release, on behalf of Licensor and its Affiliates, the foregoing sublicensees from all claims for damages for past, present and future infringement of the Patents. Any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a) shall be deemed an "RPX Licensee" for purposes of this Agreement.

(b) Effective upon the Effective Date, Licensor shall immediately complete the Release and Dismissal Obligations with respect to any Initial Licensees and their Affiliates that are or were Licensor Litigation Defendants.

(c) The sublicense (and release) granted in accordance with Section 1.2(a) and Section 4.3 to any Entity under the Patent License shall be deemed to be a further sublicense (and release) to that Entity's Affiliates ("RPX Licensee Affiliates"), and such RPX Licensees' and RPX Licensee Affiliates' direct and indirect customers, have-made vendors, developers, distributors, dealers, suppliers, manufacturers, other contractors, licensees, and users (including end users) solely to the extent such third parties make, have made, use, purchase, provide, host, sell, lease, distribute, supply, export, import, or offer for sale any Licensed Product and Service (each, a "Covered Third Party"). Each RPX Licensee shall have the right, consistent with this Section 1.2(c), to grant specific non-sublicensable, non-assignable sublicenses to its Covered Third Parties with respect to such RPX Licensee's or its Affiliates' Licensed Products and Services. Any sublicense granted pursuant to the foregoing sentence must be of a scope that is equal to or less than the scope of the rights granted herein.

(d) To the best of the Parties' knowledge, as of the Effective Date, Samsung Electronics Co. Ltd. is the only Entity that has filed petitions for inter partes review relating to any of the Patents. Licensor and Samsung Electronics Co. Ltd. will mutually cooperate to terminate such petitions immediately after execution of this Agreement by filing a joint motion to terminate, but only to the extent that Licensor and Samsung Electronics Co. Ltd. possess the power to terminate such petitions. RPX will have no obligation or liability with respect to any dispute between Licensor and Samsung Electronics Co. Ltd. relating to the termination of such petitions, and Licensor agrees to defend and hold harmless RPX with respect to any costs or expenses incurred by RPX relating to or as a result of any such dispute.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Licensor. Licensor, on behalf of itself and its Affiliates, represents and warrants that, as of the Effective Date:

(a) it has all requisite legal right, power, and authority to execute and deliver all documents required to be executed (including this Agreement), and to perform all of its obligations under and grant all rights in accordance with this Agreement;

(b) it has good and marketable title to the Patents (including, without limitation, all right, title, and interest in the Patents and the right to sue for past, present and future infringements thereof); Licensor has the legal right to grant the Patent License and release set forth in Section 1.2 and Section 4.3, and it has accurate and complete copies of all agreements under which it obtained by assignment or otherwise such title to the Patents;

(c) the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances that would impair the rights granted hereunder;

(d) it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(e) there has been no previous sale, transfer, assignment or other grant of rights under

the Patents or any other agreement by Licensor that affects, in any manner, title to, or RPX's or any RPX Licensee's enjoyment of, the Patents or the underlying inventions, including, but not limited to, an assignment of full or partial rights in or to one or more of the Patents, an exclusive license to one or more of the Patents, or a right or option to obtain an exclusive license;

(f) performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which it is bound;

(g) other than as asserted in affirmative defenses, counterclaims, or otherwise in the Licensor Litigations, to Licensor's knowledge, none of the inventors of the Patents nor their counsel: (i) intentionally failed to disclose any material, non-cumulative prior art references to the PTO or any foreign patent offices requiring such disclosure in connection with the prosecution of any Patents; (ii) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Patents; or (iii) engaged in any act or omission inconsistent with the duty of candor owed to the PTO or to any foreign patent offices;

(h) Licensor and its Affiliates do not own any right, title or interest in, or have exclusive license rights under, any patents or patent applications other than the Patents. To the extent that on the Effective Date, Licensor or its Affiliates own any right, title or interest in, or has exclusive license rights under, any patents or patent applications that are not expressly listed on Exhibit B, their omission from Exhibit B was inadvertent and such patents and patent applications were intended to be, and shall be treated as if they were, included on Exhibit B.

2.2 Representations and Warranties of RPX. RPX represents and warrants that it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement.

Section 3. Covenants of Licensor

In addition to and without limiting any other covenants contained in this Agreement, Licensor, on behalf of itself and its Affiliates, further covenants as follows:

(a) it will not, and will ensure that none of its Affiliates will, enter into any agreement that would materially impair or conflict with its obligations hereunder;

(b) in the event it transfers, assigns or conveys any interest in and to the Patents to any third party (including any Affiliates) other than to RPX or RPX's Affiliates, it will obligate such third party to agree in writing to abide by all covenants, releases, rights and obligations owed under this Agreement by Licensor and to take the Patents subject to the Patent License granted by Licensor hereunder and subject to any sublicense (and release) granted by RPX in accordance with Section 1;

(c) it shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Licensor by the national government, and any state, local or other political subdivision thereof, of any country in which Licensor is subject to taxation, as the result of RPX's furnishing consideration hereunder;

(d) as of and following the date that RPX has paid the License Fee, neither Licensor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) RPX, any RPX Affiliate, any RPX Licensee, or any RPX Licensee Affiliate for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any Patent, and neither Licensor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Covered Third Party for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any Patent with respect to any Licensed Product and Service. As of and following the date that RPX has paid the License Fee, neither Licensor nor any of its Affiliates will allege that any product, software, technology, material and/or service of any RPX Licensee or any RPX Licensee Affiliate satisfies an element or step of a claim in any Patent against any Entity;

(e) as of and following the date that RPX has paid the License Fee, in the event that RPX or any RPX Licensee provides written notice to Licensor that Licensor or its Affiliates have sued or threatened to sue (or instructed, encouraged, or aided a third party to sue or threaten to sue) any Entity in violation of Section 3(d), Licensor will immediately cease, and will cause its Affiliates to immediately cease, making any such threats and promptly dismiss, with prejudice, any such lawsuit (or other adversarial proceeding), and, to the extent Licensor or its Affiliates fails to take such action within five (5) days following such written notice, Licensor will promptly reimburse RPX, such RPX Licensee and such damaged Entity, as applicable, for any reasonable costs (including reasonable attorney fees) incurred as a result of such threat or lawsuit;

(f) To the extent that, after the Effective Date, Licensor or its Affiliates owns any right, title or interest in, or has exclusive license rights (or the right to grant rights) under, any patents or patent applications that are not expressly listed on Exhibit B, then (i) such patents and patent applications are intended to be, and shall be treated as if they are, included on Exhibit B; and (ii) all rights, licenses, releases, waivers, representations, covenants, immunities and terms granted under this Agreement with respect to such patents and patent applications shall become effective immediately as of the first date that each such patent or patent application becomes owned, controlled, or licensable by Licensor or its Affiliates.

Section 4. <u>Disclaimers, Indemnification and Releases</u>

4.1 <u>Disclaimer</u>. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

(A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY, OF ANY PATENT, OR

(B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE,

IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY LICENSED PRODUCT AND SERVICE DISCLOSED AND CLAIMED IN ANY PATENT BY ANY LICENSEE, SUBLICENSEE OR ANYONE ELSE WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES.

4.2. Indemnification.

(a) Licensor shall defend, indemnify and hold harmless RPX and its Affiliates, and their directors, officers, agents and employees from and against any and all actual or pending claims, losses, expenses damages or other liabilities (including reasonable attorneys' fees), including those incurred in any dispute between the Parties, arising from Licensor's breach under this Section 4.2(a)), with any third party, or in any enforcement of this provision, arising out of, relating to, or based upon Licensor's or any of its Affiliates' material breach of any representation, warranty or covenant in this Agreement.

(b) In addition to any other remedies available to RPX, in the event RPX shall have a claim under Section 4.2(a), RPX shall promptly notify Licensor in writing of the claim, action, suit, proceeding or other circumstances giving rise to the claim for indemnification (collectively, the "Underlying Claim"); provided, however, that the failure to give such notice shall release Licensor of its indemnification obligations only to the extent that Licensor is prejudiced by such failure. Upon receipt of such notice of an Underlying Claim, Licensor may, by written notice to RPX delivered within thirty (30) business days of receiving such notice of the Underlying Claim, assume the sole defense and control of any third-party claim with its own counsel and at its own expense but shall allow RPX (or its applicable Affiliates) a reasonable opportunity to participate in the defense of such third-party claim with its own counsel and at its own expense. RPX (or its applicable Affiliates) may take any actions reasonably necessary to defend such third-party claim prior to the time that it receives a notice as contemplated by the preceding sentence. Licensor shall not settle any such claim other than for the payment of money without the prior written consent of RPX (or the applicable Affiliate), which consent shall not be unreasonably withheld or delayed. RPX will provide Licensor, at Licensor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Underlying Claim. Licensor's total liability under this Section 4.2 shall be limited to amounts received by Licensor under this Agreement.

4.3 Release.

(a) Effective upon the Effective Date, Licensor and its Affiliates shall automatically be deemed to, and Licensor, on behalf of itself and its Affiliates does hereby, forever waive and release all Claims that exist or may have existed prior to the Effective Date, known or unknown, that Licensor or its Affiliates may have against RPX, any RPX Affiliate, any RPX Licensee, any RPX Licensee Affiliates, or any other Entity granted a sublicense under the Patents in accordance with Section 1.2.

(b) Licensor, on behalf of itself and its Affiliates, understands and agrees that the

releases set forth in Section 4.3(a) shall extend to any and all Claims described in Section 4.3(a) of every nature and kind whatsoever, whether such Claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code ("Section 1542") within the scope of the release set forth in Section 4.3(a) are expressly waived. Licensor, on behalf of itself and its Affiliates, expressly acknowledges that it has read Section 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Licensor, on behalf of itself and its Affiliates, understands and agrees that Section 1542, if applicable herein, gives it and its Affiliates the right not to release existing claims of which it and its Affiliates are not now aware of and do not suspect to exist, unless it voluntarily chooses to waive this right. Even though Licensor, on behalf of itself and its Affiliates, is aware of this right, Licensor, on behalf of itself and its Affiliates nevertheless hereby voluntarily waives the right described in Section 1542, and elects to assume all risks for Claims with respect to the Patents that now exist in its (and/or its Affiliates') favor, known or unknown, arising from the subject matter of the release set forth in Section 4.3(a), and expressly waives any rights under any other statutes or common law principles of similar effect. If, contrary to the specific intent of Licensor (or its Affiliates), any Claims with respect to the Patents released under Section 4.3(a) are deemed to exist or survive despite the releases given in Section 4.3(a) above, Licensor, on behalf of itself and its Affiliates, hereby forever, expressly and irrevocably waives entitlement to all such released Claims with respect to the Patents, known and unknown, prior to the Effective Date, and it is expressly agreed that the provisions of Section 1542 do not apply.

Section 5. Miscellaneous

5.1 Binding Effect and Assignment. This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective Affiliates, successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. The Patent License and any sublicenses granted and/or included therein pursuant to Section 1.2 are for the benefit of RPX, RPX Licensees, RPX Licensee Affiliates, and each of their respective Covered Third Parties, and RPX and RPX Licensees can legally enforce such licenses and sublicenses, as well as the terms of this Agreement, against Licensor and its Affiliates.

5.2 Notices. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by electronic mail, hand delivery, or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be

effective upon sending, if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:

For Licensor:

Greenthread, LLC
c/o Philip W. John
7424 Mason Dells Drive
Dallas, TX 75230-3244
Email: john@greenthreadllc.com

For RPX:

RPX Corporation
Four Embarcadero Center, Suite 4000
San Francisco, CA 94111
ATTN: Legal Department
Email: legal@rpxcorp.com

5.3 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.4 Governing Law. This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

5.5 Section Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.6 Confidentiality. Neither Party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure by the Parties and their Affiliates is permissible if required by government or court order, discovery request, or subpoena in pending Licensor Litigations, provided that: (i) the disclosing Party first gives the other Party prior written notice in order to enable that Party to seek a protective order or motion to quash (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed, and (ii) any such disclosure is subject to protective order, with such permissible disclosure protected under an "Outside Attorneys Eyes Only" or higher confidentiality designation, or if before the Patent Trial and Appeal Board (the "Board"), under a "Business Confidential" designation viewable only by the Board and the filing party; (b) disclosure by the Parties and their Affiliates is permissible if otherwise required by any applicable securities exchange rules or regulations, such permissible

disclosure limited to the terms legally required to be disclosed; (c) the Parties and their Affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, insurance partners, and financial advisors; (d) RPX and its Affiliates may disclose the non-financial terms of this Agreement to any RPX Licensees and any other potential sublicensees of the Patents, including Covered Third Parties; (e) either Party may disclose any information that was made publicly available without a breach of this Agreement; and (f) RPX may issue a press release (without disclosing any financial terms) following the execution of this Agreement to announce the consummation of this transaction. If Licensor is notified by the Board that any Federal Government agency or third-party is requesting to have the terms of this Agreement made available, Licensor shall immediately notify RPX in writing.

5.7 Entire Agreement. This Agreement, including Exhibits A-D attached hereto, embodies the entire understanding of and agreement between the Parties with respect to the Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein. For the avoidance of doubt, nothing in this Agreement is intended to (a) revoke, narrow, terminate, or require a refund of any payment received under any prior license, settlement, release or other grant of rights between Licensor and any RPX Licensee and/or their respective Affiliates, or (b) revive or preserve in the name of Licensor, any of its Affiliates or any successors in interest any claims otherwise released and dismissed by Licensor or its Affiliates under any Patents.

5.8 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

5.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever.

5.10 Licenses of Intellectual Property. All rights, licenses and releases granted by Licensor, on behalf of itself and its Affiliates, directly or indirectly to RPX, RPX Affiliates, and RPX Licensees (including each such Entity's Affiliates) are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that RPX, RPX Affiliates, and RPX Licensees (including each such Entity's Affiliates), as licensees or sublicensees of rights granted in this Agreement, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Licensor seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement, provided that

they remain in full compliance with the terms and conditions of this Agreement.

5.11 Authorship. Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

5.12 Acknowledgement. Licensor acknowledges that nothing in this Agreement shall require or shall be construed to require RPX or any RPX Affiliate to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Entity.

5.13 Termination and Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. For the avoidance of doubt, the Patent License granted by Licensor to RPX hereunder, RPX's right to grant sublicenses in accordance with Section 1, all sublicenses granted by RPX in accordance with Section 1, and all releases covenants, representations and warranties given by Licensor shall survive termination or expiration of this Agreement.

5.14 No Domestic Industry. Licensor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed in this Agreement, or the alleged practice of any Patents by any Entity covered under this Agreement, constitute evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

[*The remainder of this page is blank; signature page follows.*]

[redacted]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

GREENTHREAD, LLC

By: Philip W. John Jr.

Name: Philip W. John, Jr.

Title: President

Date: 7/8/2020

Agreed to:

RPX CORPORATION

By: David Anderson

Name: David Anderson

Title: CFO

Date: July 8, 2020

EXHIBIT A

INITIAL LICENSEES

[redacted]

EXHIBIT B

PATENTS

Family	Patent Number	App. No.	Title	Status	File Date	Issue Date
1	US20060049464	US10/934915	Semiconductor devices with graded dopant regions	Abandoned	9/3/2004	3/9/2006
1	US8421195	US11/622496	Semiconductor devices with graded dopant regions	Active	1/12/2007	4/16/2013
1	US8106481	US12/549283	Semiconductor devices with graded dopant regions	Active	8/27/2009	1/31/2012
1	US20130221488	US13/854319	Semiconductor devices with graded dopant regions	Abandoned	4/1/2013	8/29/2013
1	US9190502	US14/515584	Semiconductor devices with graded dopant regions	Active	10/16/2014	11/17/2015
1	US9647070	US14/931636	Semiconductor devices with graded dopant regions	Active	11/3/2015	5/9/2017
1	US10510842	US15/590282	Semiconductor devices with graded dopant regions	Active	5/9/2017	12/17/2019
1	US20200127095	US16/717950	Semiconductor devices with graded dopant regions	Pending	12/17/2019	4/23/2020

EXHIBIT C

RELEASE TERMS

This RELEASE AGREEMENT (**"Release Agreement"**) is entered into by and between [_____], a [_____] company with a principal place of business at [_____] (including its Affiliates, as defined below) (**"Licensor"**), and [_____],[1] a [_____] corporation with a principal place of business at [_____] (including its Affiliates), **"[RELEASED ENTITY]"**), on the last date when this Release Agreement has been executed by both Licensor and [RELEASED ENTITY] (the **"Effective Date"**).

"Affiliate(s)" of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

"Claims" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in the Licensor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"Combined Licensed Product and Service" shall mean any past, present or future combination or use, whether by [RELEASED ENTITY], [RELEASED ENTITY]'s Affiliate, or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of [RELEASED ENTITY] or [RELEASED ENTITY] Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent. For clarity, a Combined Licensed Product and Service will not include any product, service, technology or material of any Entity that is not [RELEASED ENTITY] or [RELEASED ENTITY] Affiliate that independently satisfies all of the elements of a claim in any Patent.

"Control" shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"Effective Date" shall have the meaning ascribed to it in the preamble.

"Entity" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

"Licensed Product and Service" shall mean any past, present or future product, software, technology, design, material or service (including any components, devices, data, media or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed,

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[1] **Note: The Release Agreement shall be executed by the parent company of the applicable defendant in the Licensor Litigation(s), and the Release Agreement shall apply to such parent company and its Affiliates**

transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

"Licensor" shall have the meaning ascribed to it in the preamble.

"Licensor Litigation" shall mean [INSERT CASE NAME, NUMBER, AND JURISDICTION].

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1, together with any and all patents and patent applications that are owned, controlled or licensable as of the Effective Date or later by Licensor and/or its Affiliates, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent".

"Release Agreement" shall have the meaning ascribed to it in the preamble.

"[RELEASED ENTITY]" shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Licensor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of [RELEASED ENTITY]'s and each [RELEASED ENTITY] Affiliate's respective direct and indirect customers, suppliers, have-made vendors, manufacturers, other contractors, licensees, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present (each, a "Covered Third Party"), of and from any and all Claims based in whole or in part on acts of [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate prior to the Effective Date of this Release Agreement. To the extent that, after the Effective Date, Licensor or its Affiliates owns any right, title or interest in, or has exclusive license rights (or the right to grant rights) under, any patents or patent applications that are not expressly listed on Schedule 1, then (i) such patents and patent applications are intended to be, and shall be treated as if they are, included on Schedule 1; and (ii) the release granted in the foregoing sentence with respect to such patents and patent applications shall become effective immediately as of the first date that each such patent or patent application becomes owned,

controlled, or licensable by Licensor or its Affiliates. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of [RELEASED ENTITY]'s Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate[2], and each of their respective legal successors, heirs and assigns, release and absolutely discharge Licensor, and each of Licensor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Licensor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense, Claim, or position of [RELEASED ENTITY] that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses, Claims, and/or challenges relating to the Patents, [RELEASED ENTITY] shall be in the same position as though the Licensor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Licensor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

No Admission of Liability. The Parties agree that the settlement of the Licensor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Licensor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Licensor:

To [RELEASED ENTITY]:

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California

[2] [RELEASED ENTITY] may elect to add the phrase "wholly owned" to modify its Affiliates.

[*Note: RELEASED ENTITY MAY ALSO CHOOSE DELAWARE*] of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in [RELEASED ENTITY]'s choice of venue, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against such venue. Should such venue lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State chosen by [RELEASED ENTITY].

Representations and Warranties. Licensor represents and warrants that it is a [_____] company in good standing under the laws of the state of [_____]; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Licensor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. [RELEASED ENTITY] represents and warrants that it is a [corporation] in good standing under the laws of the state of [_____]. [RELEASED ENTITY] further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;

2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving [RELEASED ENTITY] or a [RELEASED ENTITY] Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;

5. With the prior written consent of the other Party;

6. Both Parties may disclose that "the dispute between the parties has been resolved;"

7. [RELEASED ENTITY] may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;

8. [RELEASED ENTITY] may disclose to any [RELEASED ENTITY] Affiliate or Covered Third Party only the fact that Licensor has licensed the Patents and granted a release to [RELEASED

ENTITY], the [RELEASED ENTITY] Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The [RELEASED ENTITY] Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Licensor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to [RELEASED ENTITY] in this Release Agreement or [RELEASED ENTITY]'s alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[*The remainder of this page is blank; signature page follows.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:	Agreed to:
[LICENSOR]	**[RELEASED ENTITY]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE 1

PATENTS

[*See Exhibit B*]

EXHIBIT D
FORM OF DISMISSAL

IN THE UNITED STATES DISTRICT COURT
FOR THE [_____] DISTRICT OF [_____]

[_____] Plaintiff, v. [_____], ET AL., Defendants.	CIVIL ACTION NO. [___]-CV-[_____]

JOINT MOTION TO DISMISS

WHEREAS, Plaintiff [_____] ("Plaintiff") and Defendant [_____] ("[_____]") have resolved Plaintiff's claims for relief against [_____] and [_____]'s counterclaims for relief against Plaintiff asserted in this case.

NOW, THEREFORE, Plaintiff and [_____], through their attorneys of record, request this Court to dismiss Plaintiff's claims for relief against [_____] with prejudice and [_____]'s claims, defenses or counterclaims for relief against Plaintiff with prejudice, and with all attorneys' fees, costs of court and expenses borne by the party incurring same.

_____, 20____

Respectfully submitted,

/s/_____

/s/_____

ATTORNEY FOR PLAINTIFF
[_____]

ATTORNEY FOR DEFENDANT
[_____]

IN THE UNITED STATES DISTRICT COURT
FOR THE [_____] DISTRICT OF [_____]

[_____] Plaintiff, v. [_____], ET AL., Defendants.	CIVIL ACTION NO. [___]-CV-[_____]

ORDER OF DISMISSAL WITH PREJUDICE

On this day, Plaintiff [_____] ("Plaintiff") and Defendant and Counterclaim-Plaintiff [_____] ("[_____]") announced to the Court that they have resolved Plaintiff's claims for relief against [_____] asserted in this case and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff asserted in this case. Plaintiff and [_____] have therefore requested that the Court dismiss Plaintiff's claims for relief against [_____] with prejudice and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff with prejudice, and with all attorneys' fees, costs and expenses taxed against the party incurring same. The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Plaintiff's claims for relief against [_____] are dismissed with prejudice and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff are dismissed with prejudice. IT IS FURTHER ORDERED that all attorneys' fees, costs of court and expenses shall be borne by each party incurring the same.

[redacted]

Appendix B

PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT (this "Agreement") is entered into by and between Greenthread, LLC, a Texas limited liability company with a principal place of business at 7424 Mason Dells Drive, Dallas, TX 75230-3244 ("Licensor"), and RPX Corporation, a Delaware corporation with a principal place of business at Four Embarcadero Center, Suite 4000, San Francisco, CA 94111 ("RPX"), on the date when this Agreement has been executed by both Licensor and RPX (the "Effective Date"). Each of RPX and Licensor is a "Party", and collectively, are referenced as the "Parties".

WHEREAS, Licensor is the sole and exclusive owner of, and has the right to license in the United States and throughout the world, the Patents (as defined below);

WHEREAS, RPX desires to acquire from Licensor a Patent License (as defined below), including the right to grant to RPX Licensees (as defined below) a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met;

WHEREAS, Licensor is willing to grant to RPX a Patent License, including the right to grant to RPX Licensees a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, RPX and Licensor agree as follows:

Definitions

As used herein, the following terms shall have the following meanings:

"Affiliate(s)" of an Entity shall mean any and all Entities, now or in the future, and for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity.

"Agreement" shall have the meaning ascribed to it in the preamble.

"Bankruptcy Code" shall have the meaning ascribed to it in Section 5.10.

"Claims" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents, or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in any Licensor Litigations with respect to the Patents, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, present or future, known or unknown.

"Combined Licensed Product and Service" shall mean any past, present or future combination or use, whether by an RPX Licensee, an RPX Licensee Affiliate, or a third party, of

a Licensed Product and Service with any other product, service, technology, or material, only if such Licensed Product and Service or a portion thereof provided by or on behalf of an RPX Licensee or an RPX Licensee Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent. For clarity, a Combined Licensed Product and Service will not include any product, service, technology or material of any Entity that is not an RPX Licensee or RPX Licensee Affiliate that independently satisfies all of the elements of a claim in any Patent, provided that Licensor has not and does not allege that any Licensed Product and Service of an RPX Licensee or RPX Licensee Affiliate satisfies, in whole or in part, an element or step of a claim in any Patent.

"Control" shall mean the legal, beneficial, and/or equitable ownership (directly or indirectly) of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"Covered Third Party" shall have the meaning ascribed to it in Section 1.2(c).

"Effective Date" shall have the meaning ascribed to it in the preamble.

"Entity" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

"Form of Dismissal" shall mean the form notice of dismissal in Exhibit D attached hereto.

"Initial Licensee" shall mean each Entity identified in Exhibit A, each such Entity's Affiliates, and any business unit or division that such Entity may divest.

"License Fee" shall have the meaning ascribed to it in Section 1.1.

"Licensed Product and Service" shall mean any past, present or future product, service, software, firmware, macros, technology, integrated circuits, systems, IP blocks, cores, cells, designs, specifications, or material (including any components, devices, data, media, or any other portions thereof), at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import or otherwise exploited or disposed of by or on behalf of an RPX Licensee or an RPX Licensee Affiliate (along with any designs, methods, or processes for the manufacture or operation thereof) alone or in combination (including as a Combined Licensed Product and Service) with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or more Patents, irrespective of whether the product, service, software, firmware, macros, technology, integrated circuits, systems, IP blocks, cores, cells, designs, specifications, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States.

"Licensee Nullity Proceedings" shall mean any and all *inter partes reviews* (or other proceedings before the PTO), and nullity actions and opposition proceedings pending in any court or tribunal in the United States or any foreign country, filed prior to the Effective Date relating to any Patent initiated by any RPX Licensee against Licensor, as specifically set forth on Exhibit E hereto.

"Licensor" shall have the meaning ascribed to it in the preamble.

"Licensor Litigations" shall mean any and all lawsuits relating to any Patent filed at any time by Licensor or its Affiliates in any state or federal court in the United States, in any court or tribunal in any foreign country, or before the United States International Trade Commission, including those lawsuits and proceedings specifically listed in Exhibit E. Any one of the Licensor Litigations is a "Licensor Litigation".

"Licensor Litigation Defendants" shall mean the parties adverse to Licensor or its Affiliates in any Licensor Litigation. Any one of the Licensor Litigation Defendants is a "Licensor Litigation Defendant".

"Party" and "Parties" shall have the meanings ascribed to them in the preamble.

"Patent License" shall mean a perpetual, royalty-free, fully paid-up, irrevocable, non-exclusive worldwide license under the Patents to make, have made, use, have used, sell, lease, have leased, offer for sale, have offered for sale, have sold, copy, develop, have developed, operate, market, have marketed, import, have imported, own, order, design, purchase, practice, obtain, keep, acquire, receive, build, deliver, host, distribute, have distributed, provide, supply, export, have exported, practice all methods and processes, and otherwise exploit or dispose of any Licensed Product and Service and/or Combined Licensed Product and Service, and for which the term of such license under the Patents shall extend to the expiration of each patent comprising the Patents.

"Patents" shall mean: (i) the patents and patent applications identified on Exhibit B, together with any and all patents and patent applications that are owned, controlled or licensable as of the Effective Date or later by Licensor and/or its Affiliates, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i), (ii) or (iii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i), (ii) or (iii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this

definition. Any one of the foregoing is a "Patent". Licensor is not granting, and does not have any authority to grant, any rights, express or implied, to U.S. Patent Nos. 8,891,298; 9,196,385; 9,997,240; 10,950,300, or any patent claiming priority directly or indirectly from or through application in common with such patents (i.e. any parent or child of such patents); or any other patents or patent applications owned or Controlled by Vervain LLC ("Vervain Patents"), so long as the Vervain Patents are not owned, controlled, or licensable by Licensor and/or its Affiliates.

"PTO" shall mean the United States Patent & Trademark Office.

"Release and Dismissal Obligations" shall mean Licensor, on behalf of itself and its Affiliates, immediately (i) executing a written release agreement containing terms that are substantially similar in scope and effect as the Release Terms, and (ii) with respect to any Licensor Litigation Defendant, taking all actions and making all necessary filings to resolve all disputes with respect to such Licensor Litigation Defendant relating to or arising out of the Licensor Litigations, including without limitation executing and filing a dismissal "with prejudice" substantially similar in form and effect to the Form of Dismissal (or, with respect to any Licensor Litigation in a non-U.S. jurisdiction, a dismissal "with prejudice" in such form as is appropriate for the relevant jurisdiction).

"Release Terms" shall mean the terms and conditions in Exhibit C attached hereto.

"RPX" shall have the meaning ascribed to it in the preamble.

"RPX Licensee" shall have the meaning ascribed to it in Section 1.2(a).

"Section 1542" shall have the meaning ascribed to it in Section 4.3(b).

"Underlying Claim" shall have the meaning ascribed to it in Section 4.2(b).

"Withholding Tax" shall mean any amount of tax assessment, levy or other charge to be deducted and withheld on behalf of, and to be paid to, a government which is based on the gross value of the payment and which is in lieu of an income tax.

Section 1. Fees, Patent License and CTSL

1.1 Fees. Within ten (10) business days following the Effective Date of this Agreement, RPX shall pay to Licensor the amount of Ten Million U.S. Dollars (US$10,000,000) (the "License Fee"). Payments made under this Agreement shall be made via wire transfer, without deduction of taxes or banking fees of any kind, per the following wire account information:

Bank Name: Citibank, N.A.
Bank Address: 300 Crescent Court, Suite # 950 Dallas, TX 75201
Routing No: 113193532
Routing Beneficiary: McKool Smith PC IOLTA Trust Account
Beneficiary Acct. No.: 9792263923
Beneficiary Address: 300 Crescent Court, Suite # 950 Dallas, TX 75201

1.2 Patent License.

(a) Effective upon RPX's payment to Licensor of the License Fee, Licensor shall automatically be deemed to grant, and does hereby grant, to RPX the Patent License, which Patent License shall include the exclusive and irrevocable right of RPX to grant sublicenses under the Patent License to all Initial Licensees.

The Patent License shall also include the express right of RPX to release, on behalf of Licensor and its Affiliates, the foregoing sublicensees from all claims for damages for past, present and future infringement of the Patents. Any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a) shall be deemed an "RPX Licensee" for purposes of this Agreement.

(b) Effective upon RPX's payment to Licensor of the License Fee, Licensor shall immediately complete the Release and Dismissal Obligations with respect to any Initial Licensees and their Affiliates that are Licensor Litigation Defendants.

(c) The sublicense (and release) granted in accordance with Section 1.2(a) and Section 4.3 to any Entity under the Patent License shall be deemed to be a further sublicense (and release) to that Entity's Affiliates ("RPX Licensee Affiliates"), and such RPX Licensees' and RPX Licensee Affiliates' direct and indirect customers, have-made vendors, developers, distributors, dealers, suppliers, manufacturers, original equipment manufacturers (OEMs), original design manufacturers (ODMs), system integrators, other contractors, licensees, and users (including end users) solely to the extent such third parties make, have made, use, purchase, provide, host, sell, lease, distribute, supply, export, import, offer for sale, or otherwise exploit or dispose of any Licensed Product and Service and/or Combined Licensed Product and Service (each, a "Covered Third Party"). Each RPX Licensee shall have the right, consistent with this Section 1.2(c), to grant specific non-sublicensable, non-assignable sublicenses to its Covered Third Parties with respect to such RPX Licensee's or its Affiliates' Licensed Products and Services and/or Combined Licensed Product and Service.

(d) For clarity and without limiting anything herein, if an Entity becomes an "Affiliate" of an RPX Licensee after the Effective Date of this Agreement (a "Future Affiliate"), then the sublicenses, covenants and releases granted under this Agreement to such RPX Licensee shall extend to the acts of such Future Affiliate occurring prior to, as of, and following the date on which such Entity became a Future Affiliate.

(e) If RPX Licensee or any RPX Licensee Affiliates sells or transfers a portion of its assets or business, including through formation of a joint venture or sale of an entity (a "Spin-Off"), then RPX Licensee or RPX Licensee Affiliates shall have the right to grant a sublicense under the licenses, covenants and releases granted herein to such Spin-Off with respect to such assets or business provided, however, that any rights so sublicensed to any Spin-Off shall be limited to the business of the Spin-Off as of the date of the Spin-Off (and improvements and natural evolutions thereof) and shall not extend otherwise to any acquirer of such Spin-Off, the acquirer's Affiliates or any such acquirer's or such Affiliates' other businesses. This Agreement shall

otherwise remain in effect with respect to RPX Licensee, RPX Licensee Affiliates and the licenses, covenants and releases shall continue to apply to the business and assets retained or later acquired by RPX Licensee and RPX Licensee Affiliates in addition to those transferred to the Spin-Off.

1.3 Covenant To Sue Last.

(a) Effective upon RPX's payment to Licensor of the License Fee, Licensor, on behalf of itself, its Affiliates, and each of their respective successors and assigns, shall automatically be deemed to grant, and does hereby grant, to RPX the CTSL (as defined below), which CTSL shall include the irrevocable right of RPX to grant rights under the CTSL to Dell Technologies Inc., Dell Inc., each of their Affiliates, and any business unit or division that Dell Technologies Inc., Dell Inc., or their respective Affiliates may divest (collectively, "Grantee"). The CTSL shall mean: Licensor agrees, on behalf of itself and its Affiliates, and each of their respective successors and assigns, that it can sue Grantee (or any downstream customers of Grantee, based on any products and/or services of Grantee) for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any of the Patents, only after Licensor has first fully pursued and exhausted any and all claims for infringement of the Patents (including any and all appeals and all available efforts to collect any judgment or settlement amount) against any and all other Entities. Licensor represents and warrants that, as of the Effective Date, at least one such other Entity exists against whom it has a claim for infringement of each Patent. Notwithstanding anything to the contrary, the existence and/or grant of the CTSL will not be used in connection with establishing or alleging against Grantee any claim of willful patent infringement.

(b) Effective upon RPX's payment to Licensor of the License Fee, Licensor shall immediately (i) execute in favor of Grantee a written agreement containing terms that are substantially similar in scope and effect as the CTSL Agreement in Exhibit F attached hereto, and (ii) take all actions and make all necessary filings to resolve all disputes with Grantee under any Licensor Litigation Defendant, including without limitation executing and filing a dismissal "without prejudice" substantially similar in form and effect to the form of dismissal in Exhibit G attached hereto (or, with respect to any Licensor Litigation in a non-U.S. jurisdiction, a dismissal "without prejudice" in such form as is appropriate for the relevant jurisdiction).

(c) For clarity and without limiting anything herein, if an Entity becomes an "Affiliate" of Grantee after the Effective Date of this Agreement, then the CTSL granted under this Agreement to such Grantee shall extend to the acts of such future Affiliate occurring prior to, as of, and following the date on which such Entity became a future Affiliate.

(d) If Grantee or any Grantee Affiliates sells or transfers a portion of its assets or business, including through formation of a joint venture or sale of an entity (a "Grantee Spin-Off"), then Grantee or Grantee Affiliates shall have the right to extend the CTSL granted herein to such Grantee Spin-Off with respect to such assets or business provided, however, that any CTSL to any Grantee Spin-Off shall be limited to the business of the Grantee Spin-Off as of the date of the Grantee Spin-Off and shall not extend otherwise to any acquirer of such Grantee Spin-Off, the acquirer's Affiliates or any such acquirer's or such Affiliates' other businesses. This Agreement shall otherwise remain in effect with respect to Grantee and Grantee Affiliates and the CTSL shall

continue to apply to the business and assets retained or later acquired by Grantee and Grantee Affiliates in addition to those transferred to the Grantee Spin-Off.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Licensor. Licensor, on behalf of itself and its Affiliates, represents and warrants that, as of the Effective Date:

(a) it has all requisite legal right, power, and authority to execute and deliver all documents required to be executed (including this Agreement), and to perform all of its obligations under and grant all rights in accordance with this Agreement;

(b) it has good and marketable title to the Patents (including, without limitation, all right, title, and interest in the Patents and the right to sue for past, present and future infringements thereof); Licensor has the legal right to grant the CTSL granted in Section 1.3 as well as the Patent License and release set forth in Section 1.2 and Section 4.3, and it has accurate and complete copies of all agreements under which it obtained by assignment or otherwise such title to the Patents;

(c) the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances that would impair the rights granted hereunder;

(d) the inventions and discoveries described in the Patents were made solely by the inventor(s) named in the Patents, and no other party has any inventorship rights with respect to any such inventions or to the Patents;

(e) it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(f) there has been no previous sale, transfer, assignment or other grant of rights under the Patents or any other agreement by Licensor or any of its Affiliates that affects, in any manner, title to, or RPX's or any RPX Licensee's, RPX Licensee Affiliates, or any of the Covered Third Parties' enjoyment of, the Patents or the underlying inventions, including, but not limited to, an assignment of full or partial rights in or to one or more of the Patents, an exclusive license to one or more of the Patents, or a right or option to obtain an exclusive license;

(g) performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which it is bound;

(h) other than as asserted in affirmative defenses, counterclaims, or otherwise in the Licensor Litigations, none of the inventors of the Patents nor their counsel: (i) intentionally failed to disclose any material, non-cumulative prior art references to the PTO or any foreign patent offices requiring such disclosure in connection with the prosecution of any Patents; (ii) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Patents; or (iii) engaged in any act or omission inconsistent with the duty of candor owed to the PTO or to any foreign patent offices;

(i) Licensor and its Affiliates do not own any right, title or interest in, or have exclusive license rights under, any patents or patent applications other than the Patents. To the extent that on the Effective Date, Licensor or its Affiliates own any right, title or interest in, has exclusive license rights under, or has the right to enforce or control, any patents or patent applications that are not expressly listed on Exhibit B, their omission from Exhibit B was inadvertent and such patents and patent applications were intended to be, and shall be treated as if they were, included on Exhibit B;

(j) neither Licensor nor any of its Affiliates has, in the twelve (12) month period prior to the Effective Date, divested (or otherwise assigned or transferred ownership or the right to enforce, license or control) any Patents, patents or patent applications to any Entity.

2.2 Representations and Warranties of RPX. RPX represents and warrants that it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement.

Section 3. Covenants of Licensor

In addition to and without limiting any other covenants contained in this Agreement, Licensor, on behalf of itself and its Affiliates, further covenants as follows:

(a) it will not, and will ensure that none of its Affiliates will, enter into any agreement that would materially impair or conflict with its obligations hereunder;

(b) in the event it or any of its Affiliates transfers, assigns or conveys any interest in and to the Patents to any Entity, it will obligate such Entity to agree in writing to: (i) abide by all covenants, releases, rights and obligations owed under this Agreement by Licensor or its Affiliates; (ii) take the Patents subject to the CTSL, Patent License, release and covenants granted by Licensor hereunder and subject to any rights granted by RPX in accordance with this Agreement, and (iii) impose the obligations of this section in writing upon any subsequent assignees or transferees such that this section travels with and survives any transfer and/or assignment of the Patents;

(c) it shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Licensor by the national government, and any state, local or other political subdivision thereof, of any country in which Licensor is subject to taxation, as the result of RPX's furnishing consideration hereunder;

(d) as of and following the date that RPX has paid the License Fee, neither Licensor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) RPX, any RPX Affiliate, any RPX Licensee, or any RPX Licensee Affiliate for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any Patent, and neither Licensor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Covered Third Party for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any Patent with respect to any Licensed Product and Service and/or Combined

Licensed Product and Service. As of and following the date that RPX has paid the License Fee, neither Licensor nor any of its Affiliates will allege that any product, software, technology, material and/or services of any RPX Licensee or any RPX Licensee Affiliate satisfies an element or step of a claim in any Patent against any Entity;

(e) as of and following the date that RPX has paid the License Fee, in the event that RPX or any RPX Licensee or Grantee provides written notice to Licensor that Licensor or its Affiliates have sued or threatened to sue (or instructed, encouraged, or aided a third party to sue or threaten to sue) any Entity in violation of Section 3(d) or Section 1.3, Licensor will immediately cease, and will cause its Affiliates to immediately cease, making any such threats and promptly dismiss (with prejudice, with respect to Section 3(d), and without prejudice with respect to Section 1.3), any such lawsuit (or other adversarial proceeding), and, to the extent Licensor or its Affiliates fails to take such action within five (5) days following such written notice, Licensor will promptly reimburse RPX, such RPX Licensee, RPX Licensee Affiliates, Grantee, Grantee Affiliate, and such damaged Entity (including but not limited to Covered Third Parties), as applicable, for any reasonable costs (including reasonable attorney fees) incurred as a result of such threat or lawsuit; and

(f) after the Effective Date, neither Licensor nor its Affiliates shall acquire any right, title or interest in, or exclusive license rights under, or the right to enforce or control, any patents or patent applications other than the Patents. To the extent that, after the Effective Date, Licensor or its Affiliates owns any right, title or interest in, or has exclusive license rights (or the right to grant rights), or has the right to enforce or control, under, any patents or patent applications that are not expressly listed on Exhibit B, then (i) such patents and patent applications are intended to be, and shall be treated as if they are, included on Exhibit B; and (ii) all rights, licenses, releases, waivers, representations, covenants, immunities and terms granted under this Agreement with respect to such patents and patent applications shall become effective immediately as of the first date that each such patent or patent application becomes owned, controlled, or licensable by Licensor or its Affiliates.

Section 4. Disclaimers, Indemnification and Releases

4.1 Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

(A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY, OF ANY PATENT, OR

(B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY LICENSED PRODUCT AND SERVICE AND/OR COMBINED LICENSED PRODUCT AND SERVICE

DISCLOSED AND CLAIMED IN ANY PATENT BY ANY LICENSEE, SUBLICENSEE OR ANYONE ELSE WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES.

4.2. Indemnification.

(a) Licensor shall defend, indemnify and hold harmless RPX and its Affiliates, and their directors, officers, agents and employees from and against any and all actual or pending claims, losses, expenses damages or other liabilities (including reasonable attorneys' fees), including those incurred in any dispute between the Parties, arising from Licensor's breach under this Section 4.2(a)), with any third party, or in any enforcement of this provision, arising out of, relating to, or based upon Licensor's or any of its Affiliates' material breach of any representation, warranty or covenant in this Agreement.

(b) In addition to any other remedies available to RPX, in the event RPX shall have a claim under Section 4.2(a), RPX shall promptly notify Licensor in writing of the claim, action, suit, proceeding or other circumstances giving rise to the claim for indemnification (collectively, the "Underlying Claim"); provided, however, that the failure to give such notice shall release Licensor of its indemnification obligations only to the extent that Licensor is prejudiced by such failure. Upon receipt of such notice of an Underlying Claim, Licensor may, by written notice to RPX delivered within thirty (30) business days of receiving such notice of the Underlying Claim, assume the sole defense and control of any third-party claim with its own counsel and at its own expense but shall allow RPX (or its applicable Affiliates) a reasonable opportunity to participate in the defense of such third-party claim with its own counsel and at its own expense. RPX (or its applicable Affiliates) may take any actions reasonably necessary to defend such third-party claim prior to the time that it receives a notice as contemplated by the preceding sentence. Licensor shall not settle any such claim other than for the payment of money without the prior written consent of RPX (or the applicable Affiliate), which consent shall not be unreasonably withheld or delayed. RPX will provide Licensor, at Licensor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Underlying Claim. Licensor's total liability under this Section 4.2 shall be limited to amounts received by Licensor under this Agreement.

(c) Notwithstanding any other provision in this Agreement to the contrary, the Parties agree that if any payment pursuant to Section 1 of this Agreement is subject to a Withholding Tax in any jurisdiction and if withholding from such payment is required or permitted by applicable law or administrative guidance, such Withholding Tax (including surcharges) shall be borne solely by the Party that is entitled to the consideration (including any amount credited) that is subject to the Withholding Tax, and such Party shall hold harmless and shall indemnify the respective other Party from any liabilities or losses related thereto.

4.3 Release.

(a) Effective upon receipt of the License Fee, Licensor and its Affiliates shall

automatically be deemed to, and Licensor, on behalf of itself and its Affiliates does hereby, forever waive and release all Claims, known or unknown, based in whole or in part on acts prior to the Effective Date of this Agreement that Licensor or its Affiliates may have against RPX, any RPX Affiliate, any RPX Licensee, any RPX Licensee Affiliates, or any other Entity (including but not limited to Covered Third Parties) granted a sublicense under the Patents in accordance with Section 1.2.

(b) Licensor, on behalf of itself and its Affiliates, understands and agrees that the releases set forth in Section 4.3(a) shall extend to any and all Claims described in Section 4.3(a) of every nature and kind whatsoever, whether such Claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code (or any law of any jurisdiction, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542) ("Section 1542") within the scope of the release set forth in Section 4.3(a) are expressly waived. Licensor, on behalf of itself and its Affiliates, expressly acknowledges that it has read Section 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Licensor, on behalf of itself and its Affiliates, understands and agrees that Section 1542, if applicable herein, gives it and its Affiliates the right not to release existing claims of which it and its Affiliates are not now aware of and do not suspect to exist, unless it voluntarily chooses to waive this right. Even though Licensor, on behalf of itself and its Affiliates, is aware of this right, Licensor, on behalf of itself and its Affiliates nevertheless hereby voluntarily waives the right described in Section 1542, and elects to assume all risks for Claims that now exist in its (and/or its Affiliates') favor, known or unknown, arising from the subject matter of the release set forth in Section 4.3(a), and expressly waives any rights under any other statutes or common law principles of similar effect. If, contrary to the specific intent of Licensor (or its Affiliates), any Claims released under Section 4.3(a) are deemed to exist or survive despite the releases given in Section 4.3(a) above, Licensor, on behalf of itself and its Affiliates, hereby forever, expressly and irrevocably waives entitlement to all such Claims, known and unknown, prior to the Effective Date, and it is expressly agreed that the provisions of Section 1542 do not apply.

Section 5. Miscellaneous

5.1 Binding Effect and Assignment. This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective Affiliates, successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. Without limiting the foregoing, in no event

will either Party allege that any oral discussions, emails, texts or the like constitute an amendment to this Agreement or otherwise constitute a binding agreement between the Parties. The Patent License and any sublicenses granted and/or included therein pursuant to Section 1.2 are for the benefit of RPX, RPX Licensees, RPX Licensee Affiliates, and each of their respective Covered Third Parties, and RPX and RPX Licensees can legally enforce such licenses and sublicenses, as well as the terms of this Agreement, against Licensor and its Affiliates. The CTSL granted pursuant to Section 1.3 is for the benefit of RPX and Grantee, and RPX and Grantee can legally enforce the terms of this Agreement against Licensor and its Affiliates.

5.2 Notices. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by electronic mail, hand delivery, or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:

For Licensor:

Greenthread, LLC
c/o Philip W. John
7424 Mason Dells Drive
Dallas, TX 75230-3244
Email: john@greenthreadllc.com

For RPX:

RPX Corporation
Four Embarcadero Center, Suite 4000
San Francisco, CA 94111
ATTN: Legal Department
Email: legal@rpxcorp.com

5.3 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.4 Governing Law. This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of Delaware, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

5.5 Section Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.6 Confidentiality. Neither Party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure by the Parties and their Affiliates is permissible if required by government or court order, discovery request, or subpoena in pending Licensor Litigations, provided that: (i) the disclosing Party first gives the other Party prior written notice in order to enable that Party to seek a protective order or motion to quash (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed, and (ii) any such disclosure is subject to protective order, with such permissible disclosure protected under an "Outside Attorneys Eyes Only" or higher confidentiality designation; or if before the Patent Trial and Appeal Board (the "Board"), under a "Business Confidential" designation viewable only by the Board, and any disclosure of financial terms that may be required by the International Trade Commission (the "ITC") will be made by Licensor only, under a confidentiality designation that is viewable only by the ITC, its staff; (b) disclosure by the Parties and their Affiliates is permissible if otherwise required by any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed; (c) the Parties and their Affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to each of their respective accountants, attorneys, insurance partners, and financial advisors; (d) RPX and its Affiliates may disclose the non-financial terms of this Agreement to Grantee, any RPX Licensees and any other potential sublicensees of the Patents, including Covered Third Parties; (e) either Party may disclose any information that was made publicly available without a breach of this Agreement; and (f) RPX may issue a press release (without disclosing any financial terms) following the execution of this Agreement to announce the consummation of this transaction. If Licensor is notified that any federal government agency or third party is requesting to have the terms of this Agreement made available, Licensor immediately shall notify RPX in writing.

5.7 Entire Agreement. This Agreement, including the exhibits attached hereto, embodies the entire understanding of and agreement between the Parties with respect to the Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein. Notwithstanding anything to the contrary, nothing in this Agreement will limit or narrow any rights granted under that Agreement entered into by and between RPX and Licensor dated July 8, 2020. Notwithstanding the foregoing, but subject to the confidentiality terms set forth in Section 5.6, the nondisclosure agreement previously entered into by and between the Parties remains in full force and effect. For the avoidance of doubt, nothing in this Agreement is intended to (a) revoke, narrow, terminate, or require a refund of any payment received under any prior license, settlement, release or other grant of rights between Licensor and any RPX Licensee, Grantee and/or their respective Affiliates, or the respective Covered Third Parties or (b) revive or preserve in the name of Licensor, any of its Affiliates or any successors in interest any claims otherwise released and dismissed by Licensor or its Affiliates under any Patents.

5.8 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

5.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever.

5.10 Licenses of Intellectual Property. All rights, licenses and releases granted by Licensor, on behalf of itself and its Affiliates, directly or indirectly to RPX, RPX Affiliates, RPX Licensees, Grantee, and Covered Third Parties (including each such Entity's Affiliates) are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that RPX, RPX Affiliates, RPX Licensees, Grantee, and Covered Third Parties (including each such Entity's Affiliates), as licensees or sublicensees or recipients of rights granted in this Agreement, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Licensor seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement, provided that they remain in full compliance with the terms and conditions of this Agreement.

5.11 Authorship. Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

5.12 Acknowledgement. Licensor acknowledges that nothing in this Agreement shall require or shall be construed to require RPX or any RPX Affiliate to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Entity.

5.13 Termination and Survival. The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the last to expire patent that is or could be a Patent. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. For the avoidance of doubt, the Patent License granted by Licensor to RPX hereunder, the CTSL granted by Licensor hereunder, RPX's right to grant sublicenses and CTSLs in accordance with Section 1, all sublicenses and CTSLs granted by RPX in accordance with Section 1, and all releases covenants, representations and warranties given by Licensor shall survive termination or expiration of this Agreement.

5.14 No Domestic Industry. Licensor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed in this Agreement, or the alleged practice of any Patents by any Entity covered under this Agreement, constitute evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

[*The remainder of this page is blank; signature page follows.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:	Agreed to:
GREENTHREAD, LLC	**RPX CORPORATION**
By: Philip W John	By:
Name: Philip W John	Name: Daniel P. McCurdy
Title: PRESIDENT	Title: Chief Executive Officer
Date: APRIL 7, 2023	Date: April 7, 2023

EXHIBIT A

INITIAL LICENSEES

Intel Corporation

[redacted]

EXHIBIT B

PATENTS

Family	Patent No.	Publication No.	Application No.	Title	File Date	Publication Date
1		US20060049464	US10/934915	Semiconductor devices with graded dopant regions	9/3/2004	3/9/2006
1	US8421195		US11/622496	Semiconductor devices with graded dopant regions	1/12/2007	4/16/2013
1	US8106481		US12/549283	Semiconductor devices with graded dopant regions	8/27/2009	1/31/2012
1		US20130221488	US13/854319	Semiconductor devices with graded dopant regions	4/1/2013	8/29/2013
1	US9190502		US14/515584	Semiconductor devices with graded dopant regions	10/16/2014	11/17/2015
1	US9647070		US14/931636	Semiconductor devices with graded dopant regions	11/3/2015	5/9/2017
1	US10510842		US15/590282	Semiconductor devices with graded dopant regions	5/9/2017	12/17/2019
1	US10734481		US16/717950	Semiconductor devices with graded dopant regions	12/17/2019	8/4/2020
1	US11121222		US16/947294	Semiconductor devices with graded dopant regions	7/27/2020	9/14/2021
1	US11316014		US17/371839	Semiconductor devices with graded dopant regions	7/9/2021	4/26/2022
1		US20220246725	US17/728588	Semiconductor devices with graded dopant regions	4/25/2022	8/4/2022

EXHIBIT C

RELEASE TERMS

This RELEASE AGREEMENT (**"Release Agreement"**) is entered into by and between [_____], a [_____] company with a principal place of business at [_____] (including its Affiliates, as defined below) (**"Licensor"**), and [_____],[1] a [_____] corporation with a principal place of business at [_____] (including its Affiliates), **"[RELEASED ENTITY]"**), on the last date when this Release Agreement has been executed by both Licensor and [RELEASED ENTITY] (the **"Effective Date"**).

"Affiliate(s)" of an Entity shall mean any and all Entities, now or in the future and for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity.

"Claims" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in the Licensor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown.

"Combined Licensed Product and Service" shall mean any past, present or future combination or use, whether by [RELEASED ENTITY], [RELEASED ENTITY]'s Affiliate, or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if such Licensed Product and Service or a portion thereof provided by or on behalf of [RELEASED ENTITY] or [RELEASED ENTITY] Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent. For clarity, a Combined Licensed Product and Service will not include any product, service, technology or material of any Entity that is not [RELEASED ENTITY] or [RELEASED ENTITY] Affiliate that independently satisfies all of the elements of a claim in any Patent, provided that Licensor has not and does not allege that any Licensed Product and Service of [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate satisfies, in whole or in part, an element or step of a claim in any Patent.

"Control" shall mean the legal, beneficial, and/or equitable ownership (directly or indirectly) of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"Effective Date" shall have the meaning ascribed to it in the preamble.

---

[1] **Note: The Release Agreement shall be executed by the parent company of the applicable defendant in the Licensor Litigation(s), and the Release Agreement shall apply to such parent company and its Affiliates**

"Entity" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

"Licensed Product and Service" shall mean any past, present or future product, service, software, firmware, macros, technology, integrated circuits, systems, IP blocks, cores, cells, designs, specifications, or material (including any components, devices, data, media, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import or otherwise exploited or disposed of by or on behalf of an [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliates (along with any designs, methods, or processes for the manufacture or operation thereof), alone or in combination (including as a Combined Licensed Product and Service) with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or more Patents, irrespective of whether the product, service, software, firmware, macros, technology, integrated circuits, systems, IP blocks, cores, cells, designs, specifications, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States.

"Licensor" shall have the meaning ascribed to it in the preamble.

"Licensor Litigation" shall mean [INSERT CASE NAME, NUMBER, AND JURISDICTION].

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1, together with any and all patents and patent applications that are owned, controlled, or licensable as of the Effective Date or later by Licensor and/or its Affiliates, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i), (ii) or (iii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i), (ii) or (iii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent". Licensor is not granting, and does not have any authority to grant, any rights, express or implied, to U.S. Patent Nos. 8,891,298; 9,196,385; 9,997,240; 10,950,300, or any patent claiming priority directly or indirectly from or through application in common with such patents (i.e. any parent or child of such patents); or any other patents or patent applications owned or Controlled by Vervain LLC ("Vervain Patents"), so long as the Vervain

Patents are not owned, controlled, or licensable by Licensor and/or its Affiliates.

"Release Agreement" shall have the meaning ascribed to it in the preamble.

"[RELEASED ENTITY]" shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Licensor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of [RELEASED ENTITY]'s and each [RELEASED ENTITY] Affiliate's respective direct and indirect customers, suppliers, have-made vendors, dealers, manufacturers, original equipment manufacturers (OEMs), original design manufacturers (ODMs), system integrators, other contractors, licensees, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present (each, a "Covered Third Party"), of and from any and all Claims based in whole or in part on acts of [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate prior to the Effective Date of this Release Agreement. To the extent that, after the Effective Date, Licensor or its Affiliates owns any right, title or interest in, or has exclusive license rights (or the right to grant rights) under, any patents or patent applications that are not expressly listed on Schedule 1, then (i) such patents and patent applications are intended to be, and shall be treated as if they are, included on Schedule 1; and (ii) the release granted in the foregoing sentence with respect to such patents and patent applications shall become effective immediately as of the first date that each such patent or patent application becomes owned, controlled, or licensable by Licensor or its Affiliates. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of Licensed Products or Services and/or Combined Licensed Product and Services.

Except with respect to the obligations created by or arising out of this Release Agreement, [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate[2], and each of their respective legal successors, heirs and assigns, release and absolutely discharge Licensor, and each of Licensor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Licensor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense, Claim, or position of [RELEASED ENTITY] that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses, Claims, and/or challenges relating to the Patents, [RELEASED ENTITY] shall be in the same position as though the Licensor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Licensor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services and/or Combined Licensed Product and Services

[2] [RELEASED ENTITY] may elect to add the phrase "wholly owned" to modify its Affiliates.

that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

[To the extent that [RELEASED PARTY] or any of its Affiliates has initiated Claims (or any Inter partes reviews or other invalidity or nullity proceedings before the PTO or any other US or foreign court or administrative body) relating to any Patent ("Challenge"), the Parties will mutually cooperate to request the termination of proceedings related to such Challenge. Such request for the termination of proceedings related to any such Challenge will be made immediately after a fully-executed dismissal with prejudice with respect to any Licensor Litigations pending against [RELEASED ENTITY] and/or its Affiliates is entered by the applicable court, but only to the extent that Licensor and [RELEASED ENTITY] possess the authority to request the termination of such petitions. If such petition has been co-filed with any third-party, then after a fully-executed dismissal with prejudice with respect to any Licensor Litigations pending against [RELEASED PARTY] and/or its Affiliates is entered by the applicable court, [RELEASED PARTY] and/or its Affiliates will immediately discontinue any substantive involvement in such Challenge, following which [RELEASED PARTY]'s and/or its Affiliates' obligations under this section will be deemed satisfied.][3]

No Admission of Liability. The Parties agree that the settlement of the Licensor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Licensor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Licensor:

To [RELEASED ENTITY]:

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State

[3] This bracketed section to be included only if [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate has initiated an IPR or other invalidity or nullity proceeding relating to any Patent.

of Delaware of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in [RELEASED ENTITY]'s choice of venue, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against such venue. Should such venue lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State chosen by [RELEASED ENTITY]. .

Representations and Warranties. Licensor, on behalf of itself and its Affiliates, represents and warrants that it is a [_____] company in good standing under the laws of the state of [_____]; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Licensor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. [RELEASED ENTITY] represents and warrants that it is a [corporation] in good standing under the laws of the state of [_____]. [RELEASED ENTITY] further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;

2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving [RELEASED ENTITY] or a [RELEASED ENTITY] Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;

5. With the prior written consent of the other Party;

6. Both Parties may disclose that "the dispute between the parties has been resolved;"

7. [RELEASED ENTITY] may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or

agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;

8. [RELEASED ENTITY] may disclose to any Covered Third Party the existence and terms of this Release Agreement; provided that any disclosure of the terms of this Release Agreement will be governed by the confidentiality provisions set forth herein.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Licensor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to [RELEASED ENTITY] in this Release Agreement or [RELEASED ENTITY]'s alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[*The remainder of this page is blank; signature page follows.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:	Agreed to:
[LICENSOR]	**[RELEASED ENTITY]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE 1

PATENTS

[*See Exhibit B*]

[redacted]

CONFIDENTIAL

EXHIBIT D
FORM OF DISMISSAL

IN THE UNITED STATES DISTRICT COURT
FOR THE [_____] DISTRICT OF [_____]

[_____] Plaintiff, v. [_____], ET AL., Defendants.	CIVIL ACTION NO. [___]-CV-[_____]

JOINT MOTION TO DISMISS

WHEREAS, Plaintiff [_____] ("Plaintiff") and Defendant [_____] ("[_____]") have resolved Plaintiff's claims for relief against [_____] and [_____]'s counterclaims for relief against Plaintiff asserted in this case.

NOW, THEREFORE, Plaintiff and [_____], through their attorneys of record, request this Court to dismiss Plaintiff's claims for relief against [_____] with prejudice and [_____]'s claims, defenses or counterclaims for relief against Plaintiff, to the extent they exist, with prejudice, and with all attorneys' fees, costs of court and expenses borne by the party incurring same.

_____, 20____

Respectfully submitted,

/s/_____

/s/_____

ATTORNEY FOR PLAINTIFF
[_____]

ATTORNEY FOR DEFENDANT
[_____]

CONFIDENTIAL

IN THE UNITED STATES DISTRICT COURT
FOR THE [_____] DISTRICT OF [_____]

[_____] Plaintiff, v. [_____], ET AL., Defendants.	CIVIL ACTION NO. [___]-CV-[_____]

ORDER OF DISMISSAL WITH PREJUDICE

On this day, Plaintiff [_____] ("Plaintiff") and Defendant and Counterclaim-Plaintiff [_____] ("[_____]") announced to the Court that they have resolved Plaintiff's claims for relief against [_____] asserted in this case and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff asserted in this case. Plaintiff and [_____] have therefore requested that the Court dismiss Plaintiff's claims for relief against [_____] with prejudice and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff, to the extent they exist, with prejudice, and with all attorneys' fees, costs and expenses taxed against the party incurring same. The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Plaintiff's claims for relief against [_____] are dismissed with prejudice and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff are dismissed without prejudice. IT IS FURTHER ORDERED that all attorneys' fees, costs of court and expenses shall be borne by each party incurring the same.

[redacted]

CONFIDENTIAL

EXHIBIT E

LICENSEE NULLITY PROCEEDINGS AND LICENSOR LITIGATIONS

Greenthread, LLC v. Intel Corporation, 22-cv-02001-JR (D. Or.)

[redacted]

Intel Corp. v. Greenthread LLC, IPR2023-00260
Intel Corp. v. Greenthread LLC, IPR2023-00308
Intel Corp. v. Greenthread LLC, IPR2023-00386
Intel Corp. v. Greenthread LLC, IPR2023-00420
Intel Corp. v. Greenthread LLC, IPR2023-00541
Intel Corp. v. Greenthread LLC, IPR2023-00548
Intel Corp. v. Greenthread LLC, IPR2023-00552

[redacted]

EXHIBIT F

CTSL AGREEMENT

This CTSL AGREEMENT (**"Agreement"**) is entered into by and between [_____], a [_____] company with a principal place of business at [_____] (including its Affiliates, as defined below) (**"Grantor"**), and [_____],[4] a [_____] corporation with a principal place of business at [_____] (including its Affiliates), **"[RELEASED ENTITY]"**), on the last date when this Agreement has been executed by both Grantor and [RELEASED ENTITY] (the **"Effective Date"**).

"Affiliate(s)" of an Entity shall mean any and all Entities, now or in the future and for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity.

"Control" shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"**CTSL**" (Covenant to Sue Last) shall have the meaning ascribed to it below.

"Effective Date" shall have the meaning ascribed to it in the preamble.

"Entity" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

"[GRANTEE]" shall have the meaning ascribed to it in the preamble.

"Grantor" shall have the meaning ascribed to it in the preamble.

"Grantor Litigation" shall mean [INSERT CASE NAME, NUMBER, AND JURISDICTION].

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1, together with any and all patents and patent applications that are owned, controlled, or licensable as of the Effective Date or later by Grantor and/or its Affiliates, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents

[4] **Note: This Agreement may be executed by the parent company of the applicable defendant in the litigation(s), and the Agreement shall apply to such parent company and its Affiliates.**

applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i), (ii) or (iii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i), (ii) or (iii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent". Grantor is not granting, and does not have any authority to grant, any rights, express or implied, to U.S. Patent Nos. 8,891,298; 9,196,385; 9,997,240; 10,950,300, or any patent claiming priority directly or indirectly from or through application in common with such patents (i.e. any parent or child of such patents); or any other patents or patent applications owned or Controlled by Vervain LLC ("Vervain Patents"), so long as the Vervain Patents are not owned, controlled, or licensable by Grantor and/or its Affiliates.

CTSL.

Effective upon the Effective Date, Grantor, on behalf of itself, its Affiliates, and each of their respective successors and assigns, shall automatically be deemed to grant, and does hereby grant, to [GRANTEE], [GRANTEE]'s Affiliates, and any business unit or division that [GRANTEE] or its Affiliates may divest, the CTSL. The CTSL shall mean: Grantor agrees, on behalf of itself, its Affiliates, and each of their respective successors and assigns, that it can sue [GRANTEE], [GRANTEE]'s Affiliates, and any business unit or division that [GRANTEE] or its Affiliates may divest (or any downstream customers of [GRANTEE], [GRANTEE]'s Affiliates, and any business unit or division that [GRANTEE] or its Affiliates may divest, based on any products and/or services of [GRANTEE], [GRANTEE]'s Affiliates, and any business unit or division that [GRANTEE] or its Affiliates may divest) for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any of the Patents, only after Grantor has first fully pursued and exhausted any and all claims for infringement of the Patents (including any and all appeals and all available efforts to collect any judgment or settlement amount) against any and all other Entities. Licensor represents and warrants that, as of the Effective Date, at least one such other Entity exists against whom it has a claim for infringement of each Patent. Notwithstanding anything to the contrary, the existence and/or grant of the CTSL will not be used in connection with establishing or alleging against Grantee any claim of willful patent infringement.

No Admission of Liability. The Parties agree that this Agreement is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Grantor Litigation.

IPRs. [GRANTEE] (or its Affiliate, as applicable) and Grantor will mutually cooperate to request termination of any and all any *inter partes reviews* ("IPR") or other proceedings before the PTO—or any other invalidity or nullity proceeding anywhere in the world—but only to the extent that Grantor and [GRANTEE] (or its Affiliates, as applicable) possess the power to terminate such petitions.[5] Such request for the termination of proceedings related to any such IPR will be made

[5] [GRANTEE] may elect to add the phrase: "Grantor stipulates that it will not reference, submit or otherwise use (i)

immediately after a fully-executed dismissal without prejudice with respect to any Grantor Litigation pending against [GRANTEE] and/or its Affiliates is filed with the applicable court. In the event the proceeding is not terminated, [GRANTEE] and its Affiliates will withdraw from such proceedings. All fees and costs will be borne by party that incurred them, both for Grantor Litigations and IPRs.

Rights of Intellectual Property. All rights granted by Grantor, on behalf of itself and its Affiliates, directly or indirectly to [GRANTEE] and [GRANTEE]'s Affiliates are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that [GRANTEE] and its Affiliates, as recipients of rights granted in this Agreement, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Grantor seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement, provided that they remain in full compliance with the terms and conditions of this Agreement.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Grantor:

To [GRANTEE]:

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of Delaware of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in

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the Grantor Litigation, (ii) the filing of IPRs prior to the Effective Date, or (iii) these requests to terminate in connection with any future proceeding before the Board brought by [GRANTEE], including without limitation as part of a petition seeking denial under 35 U.S.C. §§ 314, 315."

[GRANTEE]'s choice of venue, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against such venue. Should such venue lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State chosen by [GRANTEE].[6]

Representations and Warranties. Grantor represents and warrants that it is a [_____] company in good standing under the laws of the state of [_____]; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Grantor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Agreement. [GRANTEE] represents and warrants that it is a [corporation] in good standing under the laws of the state of [_____]. [GRANTEE] further represents and warrants that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible. The Parties acknowledge and agree that any disclosure that may be required by the Patent Trial and Appeal Board (the "Board") will be made by Grantor only, under a "Business Confidential" designation that is viewable only by the Board and the filing party, and any disclosure of financial terms that may be required by the International Trade Commission (the "ITC") will be made by Grantor only, under a confidentiality designation that is viewable only by the ITC, its staff, and the filing party. If Grantor is notified by the Board that any federal government agency or any third party is requesting to have the terms of this Agreement made available, Grantor immediately shall notify [GRANTEE] in writing;

2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving [GRANTEE] or a [GRANTEE] Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

[6] [GRANTEE] may elect to include the following: Notwithstanding anything to the contrary, if Grantor files suit against Grantee, Grantee's Affiliates, or any business unit or division that [GRANTEE] or its Affiliates may divest (or any or any downstream customers of [GRANTEE], [GRANTEE]'s Affiliates, and any business unit or division that [GRANTEE] or its Affiliates may divest, based on any products and/or services of [GRANTEE], [GRANTEE]'s Affiliates, and any business unit or division that [GRANTEE] or its Affiliates may divest), then the venue provisions herein shall not apply to, and shall not restrict or limit, any action, suit or proceeding brought before the United States Patent and Trademark Office or any other similar governmental body (e.g., the European Patent Office, Japanese Patent Office) regarding the validity, enforceability, grant or allowance of any Patent.

4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;

5. With the prior written consent of the other Party;

6. [GRANTEE] may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;

7. [GRANTEE] may disclose to any [GRANTEE] Affiliate only the fact that Grantor has granted the CTSL under the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The [GRANTEE] Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Agreement without the express, written consent of the other Party.

No Domestic Industry. Grantor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to [GRANTEE] in this Agreement or [GRANTEE]'s alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Agreement.

[*The remainder of this page is blank; signature page follows.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

[GRANTOR]

By:_____

Name:_____

Title:_____

Date:_____

Agreed to:

[RELEASED ENTITY]

By:_____

Name:_____

Title:_____

Date:_____

SCHEDULE 1
PATENTS

[*See Exhibit B*]

[redacted]

CONFIDENTIAL

EXHIBIT G

FORM OF DISMISSAL WITHOUT PREJUDICE FOR GRANTEE

IN THE UNITED STATES DISTRICT COURT
FOR THE [_____] DISTRICT OF [_____]

[_____] Plaintiff, v. [_____], ET AL., Defendants.	CIVIL ACTION NO. [___]-CV-[_____]

JOINT MOTION TO DISMISS

WHEREAS, Plaintiff [_____] ("Plaintiff") and Defendant [_____] ("[_____]") have resolved Plaintiff's claims for relief against [_____] and [_____]'s counterclaims for relief against Plaintiff asserted in this case, for the present.

NOW, THEREFORE, Plaintiff and [_____], through their attorneys of record, request this Court to dismiss Plaintiff's claims for relief against [_____] without prejudice and [_____]'s claims, defenses or counterclaims for relief against Plaintiff without prejudice, and with all attorneys' fees, costs of court and expenses borne by the party incurring same.

_____, 20____

Respectfully submitted,

/s/_____

/s/_____

ATTORNEY FOR PLAINTIFF
[_____]

ATTORNEY FOR DEFENDANT
[_____]

CONFIDENTIAL

IN THE UNITED STATES DISTRICT COURT
FOR THE [_____] DISTRICT OF [_____]

[_____] Plaintiff, v. [_____], ET AL., Defendants.	CIVIL ACTION NO. [___]-CV-[_____]

ORDER OF DISMISSAL WITHOUT PREJUDICE

On this day, Plaintiff [_____] ("Plaintiff") and Defendant and Counterclaim-Plaintiff [_____] ("[_____]") announced to the Court that they have resolved Plaintiff's claims for relief against [_____] asserted in this case and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff asserted in this case. Plaintiff and [_____] have therefore requested that the Court dismiss Plaintiff's claims for relief against [_____] without prejudice and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff without prejudice, and with all attorneys' fees, costs and expenses taxed against the party incurring same. The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Plaintiff's claims for relief against [_____] are dismissed without prejudice and [_____]'s claims, defenses and/or counterclaims for relief against Plaintiff are dismissed without prejudice. IT IS FURTHER ORDERED that all attorneys' fees, costs of court and expenses shall be borne by each party incurring the same.

[redacted]

Appendix C

MICRON-GREENTHREAD SETTLEMENT AND NON-EXCLUSIVE PATENT LICENSE AGREEMENT

This SETTLEMENT AND NON-EXCLUSIVE PATENT LICENSE AGREEMENT ("Agreement") is entered into as of the Effective Date (as that term is defined below) between Greenthread LLC ("Licensor") and Micron Technology Inc., ("Licensee"). Licensor and Licensee are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WHEREAS, Licensor filed an action against Licensee for infringement of one or more of Licensor's patents styled *Greenthread, LLC v. Micron Technology, Inc. et al.*, 23-cv-00333 (D. Del.) (the "Litigation").

WHEREAS, the Parties desire to settle the Litigation and Licensor is willing to provide, and Licensee desires to obtain, a license to, a release from claims relating to, and a covenant not to sue under the Licensed Patents (as this term is defined below) with the terms and conditions set forth herein, in order to avoid the expense and risks associated with patent infringement litigation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning:

1.1 Subject to the limitations below, "Licensee's Affiliates" means any corporation, company, firm, partnership or other form of business organization ("Entity") which, either directly or indirectly, controls, is now or hereafter controlled by, or is under common control with Licensee, or a joint venture that is more than fifty percent (50%) owned by Licensee. An organization shall be regarded as in control of another organization if it owns or directly or indirectly controls (a) more than fifty percent (50%) of the shares entitled to vote for the election of directors or persons performing similar functions, or (b) more than fifty percent (50%) of the total combined voting power entitled to elect or appoint directors; however, any such company or other legal entity shall be deemed a Licensee's Affiliate only for as long as such control exists. In addition, the term "Licensee's Affiliate" does not include any investment fund, hedge fund, venture capital firm or similar type of third party investor controlled by, under common control with, or that controls Licensee.

In the event that a Person is not a Licensee's Affiliate as of the Effective Date of this Agreement, but later becomes a Licensee's Affiliate through an acquisition by Licensee (an "Acquired Affiliate"), such Acquired Affiliate shall be deemed to be a Licensee's Affiliate for the purposes of this Agreement upon completion of such acquisition, but nothing herein shall limit or impair Licensor's rights to maintain any action filed prior to the completion of such acquisition against any Acquired Affiliate with respect to activities, events or transactions occurring prior to the time when such Person became an Acquired Affiliate. To the extent Licensee is acquired by or merges with another entity or reorganizes organizations in the future in a manner that meet the Control requirements herein, this shall be deemed an assignment subject to Section 7.1.

Furthermore, in the event a Licensee's Affiliate covered by this Agreement ceases to be a Licensee's Affiliate (a "Departing Affiliate") on a particular date ("Departing Date"), any rights under this Agreement shall continue to apply to such Departing Affiliate only with respect (1) to any activity conducted by the Departing Affiliate during the period of time it was a Licensee's Affiliate and (2) to any future activity relating to products that were manufactured, sold, or distributed before the Departing Date ("Pre-Departing Date Products") and relating to any natural evolutions or modifications to the Pre-Departing Date Products, including without limitation, the continued sale or manufacture of Pre-Departing Date Products and natural evolutions or modifications thereof, provided that no additional rights under this agreement shall accrue to any Entity acquiring a Departing Affiliate.

For the avoidance of doubt, Vervain LLC and Greenthread LLC are not affiliates for the purposes of this agreement.

1.2 "Claim" means any claim, counterclaim, third-party claim, contribution claim, indemnity claim, demand, action, cause of action, and any other claim of any kind and nature in law or equity, whether arising under state, federal, international or other law, whether such claim is absolute or contingent, direct or indirect, known or unknown.

1.3 "Effective Date" means the latest date upon which all Parties have signed this Agreement or identical counterparts thereof.

1.4 "Licensed Patents" means: (i) the patent and patent applications listed in Exhibit B, together with any and all patents and patent applications owned, controlled, or licensable by Licensor as of the Effective Date, or as of the date that is 30-days prior to the Effective Date, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Licensed Patent." Licensed Patent expressly excludes any patents owned by Vervain LLC.

1.5 "Licensed Activities and Products" means all past, present or future systems, methods, processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates that are or were made, used, purchased, sold, offered for sale, licensed, leased, exported, imported, distributed, or otherwise disposed of, by, for, or on behalf of Licensee or Licensee's Affiliates that are covered by at least one claim of the Licensed Patents. The Licensed Activities and Products does not cover any third party systems, methods, processes,

apparatuses, devices, products, software, or services that independently meet all the claim elements of the Licensed Patents, provided however, that any of the foregoing third party activities provided to Licensee or a Licensee Affiliate at the request of Licensee or of a Licensee Affiliate for use in manufacturing products for sale by or for Licensee or by or for a Licensee Affiliate, and under marketing indicia indicating that such products are products of Licensee or of a Licensee Affiliate, shall be included within Licensed Activities and Products. Licensed Activities and Products includes Licensed Foundry Activities and Products (defined below) but not other processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates designed substantially by a third party or made or designed by Licensee or Licensee's Affiliates as a contract manufacturer or foundry. Licensed Foundry Activities and Products are processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates designed substantially by a third party or made or designed by Licensee or Licensee's Affiliates as a contract manufacturer or foundry for which Licensee or Licensee's Affiliates would be subject to a claim for indemnification in the event that the processes, apparatuses, devices, products, software, or services are alleged to infringe a Licensed Patent provided that any contractual obligation to indemnify (i) is not frivolous, (ii) not created for the primary purpose of obtaining rights under this Agreement, and (ii) arising after the Effective Date.

1.6 "Person" means any individual or firm, association, organization, joint venture, trust, partnership, corporation, company or other collective organization or entity.

1.7 "Third-Party" means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

2. LICENSE AND COVENANTS

2.1 License. Subject to the payment by Licensee of the License Fee required by this Agreement, Licensor hereby grants Licensee and Licensee's Affiliates a worldwide, royalty-free (except as to the License Fee), non-exclusive (without the right to sublicense), non-transferable (except as provided herein), irrevocable, fully paid-up license under the Licensed Patents to make, use, provide, offer to sell, sell, import, export, or distribute Licensed Activities and Products.

2.2 Validity. Licensee, on behalf of itself and each Licensee's Affiliate, covenant, represent and warrant that they shall not contest or assist in the contest of the validity or enforceability of the Licensed Patents in any forum, including Federal Courts, whether under 28 U.S.C. §§ 2201-2202 or not, United States Patent and Trademark Office, and/or the International Trade Commission; provided, however, that Licensee and each Licensee's Affiliate shall have the right to challenge, or assist Licensee and its Affiliates' customers, vendors, subcontractors, manufacturers, resellers, suppliers, or distributors in challenging, the validity and enforceability of the Licensed Patents in defense to a suit or assertion of a Claim relating to the Licensed Patents with respect to the Licensed Activities and Products that Licensee or Licensee's Affiliates contend is brought in violation of this Agreement, if such Claim is not dismissed or withdrawn within fifteen (15) days of Licensee or Licensee's Affiliates providing Licensor or its successor with notice of such violation. Nothing in this Agreement shall be construed to prohibit Licensee or any Licensee's Affiliate from complying with any lawful subpoena, order or other law or regulation.

2.3 Licensor's Covenant Not to Sue Licensee and Others. Licensor covenants not to directly or indirectly, alone or with or through others, assist, participate, cooperate in, the commencement, maintenance, or prosecution of any action or proceeding against Licensee and Licensee's Affiliates for infringement of any of the Licensed Patents with respect to Licensed Activities and Products of the Licensee and/or any of Licensee's Affiliates. Licensor further covenants not to directly or indirectly, alone or with or through others, assist, participate, cooperate in, the commencement, maintenance, or prosecution of any action or proceeding against Licensee's and Licensee's Affiliates customers, distributors, manufacturers, subcontractors, resellers, franchisees, channel partners, vendors, suppliers, and software and firmware providers for infringement of the Licensed Patents with respect to any Licensed Activity or Product of the Licensee and/or any of Licensee's Affiliates. For the avoidance of any doubt, this covenant applies to the Licensed Activity or Product, regardless of whether that Licensed Activity or Product was combined into another product of a customer, distributor, manufacturer, subcontractor, reseller, franchisee, channel partner, vendor, supplier, or firmware provider, but only to the extent that Licensor's allegations might pertain to Licensed Products or Activities in such a product.

2.4. Licensee's Covenant Not to Sue Licensor. Licensee covenants not to sue Licensor for any Claims related to the Litigation or the Licensed Patents (except for Claims based on or related to breach of representations or obligations expressly included in this Agreement or otherwise expressly provided for in this Agreement, including the rights to sue provided under the terms of Section 2.2).

2.5 No Other Rights. No rights or covenants are granted under any patents controlled by Vervain LLC.

2.6 No Duty to Enforce Patent Rights. Licensor does not agree to and has not agreed to any obligation to institute any action or suit against any Third Party for infringement of the Licensed Patents or to defend any action brought by a Third Party that challenges or concerns the validity of any of the Licensed Patents.

3. RELEASES

3.1 Licensor's Release. Licensor does hereby for itself and its respective legal predecessors, successors, heirs and assigns, waive release, acquit, and forever discharge Licensee, Licensee's Affiliates (and their officers, directors, managers, members, employees, agents, experts, consultants, attorneys, predecessors, successors, and assigns), and Licensee's and its Affiliates' customers, vendors, subcontractors, manufacturers, resellers, suppliers, or distributors from any and all claims, causes of action, demands, or liability related to: (i) the conduct of the Litigation; (ii) the conduct of settlement negotiations (except for representations or obligations expressly included in this Agreement); and (iii) claims of patent infringement (direct, induced, indirect or contributory) under the Licensed Patents.

The release set forth in this Section 3.1 expressly excludes third parties to the extent that any claims of patent infringement under the Licensed Patents are not based in any way on the Licensed Activities and Products.

3.2 Licensee's Release. Licensee does hereby for itself and its respective legal predecessors, successors, heirs, Affiliates and assigns, waive, release, acquit, and forever discharge Licensor and its officers, directors, managers, members, employees, agents, experts, consultants, attorneys, predecessors, successors, and assigns from liability related to (i) the Licensed Patents and all claims in connection with the licensing and enforcement of the Licensed Patents, except for claims arising from performance or breach of this Agreement or under section 2.2; (ii) the conduct of the Litigation; and (iii) the conduct of settlement negotiations (except for representations or obligations expressly included in this Agreement).

3.3 Unknown Claims. The releases in this Agreement include an express, informed, knowing and voluntary waiver and relinquishment to the fullest extent permitted by law. In this connection, the Parties acknowledge that they may have sustained damages, losses, costs or expenses which are presently unknown and unsuspected and that such damages, losses, costs or expenses as may have been sustained may give rise to additional damages, losses, costs or expenses in the future. The Parties hereto further acknowledge that they have negotiated this Agreement taking into account presently unsuspected and unknown Claims, counterclaims, causes of action, damages, losses, costs and expenses, and the Parties hereto voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on general releases. The Parties voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on releases. Specifically, each Party hereby expressly waives any rights it may have under California Civil Code Section 1542 (or any other similar law in any jurisdiction) providing that:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. SETTLEMENT CONSIDERATION

4.1 Payment. In consideration of the rights, licenses and covenants granted by Licensor and the dismissal by Licensor of the Litigation as to the Licensee, Licensee agrees to pay to Licensor the sum of Five Million Dollars (U.S.) ($5,000,000.00) for the benefit of Greenthread LLC (the "License Fee") by wire transfer to the trust account of Licensors' outside counsel, McKool Smith P.C., specified below no later than April 30, 2023. Such License Fee shall be paid and is non-refundable, including in the event of a finding of invalidity or unenforceability of one or more claims of any Licensed Patents.

Bank Name: Citibank, N.A.
Bank Address: 300 Crescent Court, Suite # 950 Dallas, TX 75201
Routing No: 113193532
Routing Beneficiary: McKool Smith PC IOLTA Trust Account
Beneficiary Acct. No.: 9792263923

Beneficiary Address: 300 Crescent Court, Suite # 950 Dallas, TX 75201

4.2 Litigation Settlement. The Parties agree this is a litigation settlement and no representation is made that the foregoing consideration represents a reasonable royalty for the infringement alleged in the Litigation.

4.3 Taxes. All taxes shall be the financial responsibility of the Party obligated to pay such taxes as determined by the applicable law and neither Party is or shall be liable at any time for any of the other Party's taxes incurred in connection with or related to amounts paid under this Agreement. Licensee will not withhold any tax amounts from the License Fee and will pay the full License Fee to Licensor in accordance with the above terms.

5. DISMISSAL OF LITIGATION

5.1 Dismissal of Litigation. Within five (5) days of Licensor's receipt of the License Fee, the Parties shall cause their respective counsel to execute and file a dismissal with prejudice in the form set forth in Exhibit C requesting that the Court presiding over the Litigation to dismiss with prejudice all claims in the Litigation, with each side bear its own costs of suit, expenses, and attorney fees. The Parties shall promptly proceed with any and all additional procedures needed to dismiss with prejudice the claims in the Litigation and to minimize the expenses incurred by the Parties relating to the Litigation.

5.2 Dismissal of IPRs. No later than 5 p.m. Eastern Time April 3, 2023 Licensee will file a motion to terminate all challenges to any Licensed Patents, including the *inter partes* review (IPR) proceedings listed in Exhibit D. In the event that the IPRs are not terminated, Licensee will immediately withdraw from the proceedings and not participate in the proceedings or in any appeal therefrom.

5.3 Attorneys' Fees and Costs. The Parties agree that they shall bear their own costs of suit, expenses, and attorneys' fees relating to the Litigation and to the negotiation of this Agreement.

6. TERM AND TERMINATION OF LICENSE

6.1 Term. The license granted under this Agreement is effective as of the date on which both Parties have signed the Agreement and continues until the expiration of the last surviving patent among the Licensed Patents, unless terminated earlier as provided below.

6.2 Termination

(a) Breach by Licensee or Licensee's Affiliates. If Licensee fails to pay Licensor in accordance with section 4.1, and does not cure such breach within five(5) business days after written notice thereof from Licensor, the licenses, releases and covenants granted by Licensor in this Agreement may be terminated upon written notice to that effect from Licensor at any time after such five (5) business day period so long as the breach remains uncured.

(b) Breach by Licensor. If Licensor or any valid assignee of this Agreement materially breach this Agreement, and does not cure such breach within thirty (30) days after written notice

thereof from any of Licensee or Licensee's Affiliates, the releases and covenants granted by Licensee in this Agreement may be terminated upon written notice to that effect from Licensee or Licensee's Affiliates at any time after such thirty (30) day period so long as the breach remains uncured.

(c) Effect of Termination. At the end of the Term or upon any termination of this Agreement pursuant to Section 6.2 above, provided that the License Fee has been paid by Licensee to Licensor, the licenses, covenants, and releases granted to Licensee in Sections 2 and 3 above shall be irrevocable.

6.3 Subject to the provisions of Section 6.2 above, the provisions of Sections 1, 2 (only as applicable to the non-breaching Party, but subject to Section 6.2(c)), 3 (only as applicable to the non-breaching Party, but subject to Section 6.2(c)), and 4-9 will survive any termination of this Agreement.

6.4 Safe Harbor. In the case of an alleged breach of this Agreement by either Party, such an alleged breach shall not be considered a breach of this Agreement if (a) the allegedly breaching Party is provided with written notice of the breach, and (b) the allegedly breaching Party cures the breach within 30 days of such written notice.

7. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

7.1 Limitations on Assignment by Licensee. Licensee may not assign (by contract, operation of law or otherwise) its rights under this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, and any assignment of such rights without such permission will be void. Notwithstanding the foregoing, however, Licensee may assign its rights under this Agreement, in whole or in part, without Licensor's prior written consent, as follows: (i) in connection with a transaction effected solely for the purposes of changing the form or jurisdiction of organization of the Licensee or Licensee's Affiliate or a reorganization, restructuring, or transaction with Licensee and one or more of Licensee's Affiliates where substantially all of the business of the Licensee and one or more of Licensee's Affiliates that were, immediately prior to such transaction, subject to this Agreement remain, immediately after such transaction, subject to this Agreement; or (ii) as part of a sale, transfer, or spin-off of a substantial portion of its or its Affiliate's business, provided that any assignment of the covenant not to sue or other rights under this Agreement shall only extend to the Licensed Activities and Products of the Licensee and/or one or more of Licensee's Affiliates as of the date of the sale, transfer or spin-off, including without limitation, continued sale and manufacture of those Products, and natural evolutions thereof, and will not extend to any other products, services or activities conducted by an assignee or any of its affiliates, subsidiaries, related entities or related companies prior to, on or after the effective date of the assignment even if the operations are of the same type as Licensee and/or Licensee's Affiliates. All rights under this Agreement shall continue to apply to a Departing Affiliate to the extent of the Departing Affiliate's pre-departure Licensed Activities and Products as Licensee's Affiliate, but shall not extend to any activities of any Third Party that acquires such Departing Affiliate or any activities of any Third Party acquired by that Departing Affiliate. For example, if a Third-Party acquired a Licensee or one or more of Licensee's Affiliates, the Third-Party would not have any rights or benefits under this Agreement and none of the products, services or activities of the Third-Party would be licensed under this agreement, except with

respect to the Licensed Activities and Products of the Licensee and one or more of Licensee's Affiliates as of the date of the acquisition and evolutions thereof. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

7.2 Assignment by Licensor Subject to Agreement. Any assignment or transfer of this Agreement or ownership or title to any Licensed Patents or the grant of an exclusive license or other right to enforce any of the Licensed Patents by Licensor shall be made expressly subject to the assignee's prior acceptance of all of the terms and conditions of this Agreement.

8. [Intentionally Omitted]

9. GENERAL PROVISIONS

9.1 Representations and Warranties

(a) Licensor represents and warrants as of the Effective Date that: (i) Licensor owns all right, title and interest in and to the patents and patent applications listed in Exhibit B, and has the right to grant releases, licenses and covenants with respect to the patents and patent applications listed in Exhibits B of the full scope set forth herein without payment of any consideration to any Third Party; (ii) it has not assigned or otherwise transferred to any other Person any rights to the Licensed Patents that would prevent Licensor from entering into this Agreement or from granting, or would impair, the releases, licenses, and covenants granted herein; and (iii) the person executing this Agreement on behalf of Licensor has the full right and authority to enter into this Agreement on Licensor s behalf and to bind Licensor to each and every obligation hereof.

(b) Licensee acknowledges, accepts, represents and warrants that it, and the Person executing on its behalf, have the power and authority to enter this Agreement, and bind Licensee to each and every obligation hereof.

(c) Nothing contained in this Agreement shall be construed as:

(i) a warranty or representation by either Party that any products or services by the other Party does not or will not in the future infringe of any claim of any other patents, trademarks, copyright or other proprietary right;

(ii) an agreement by either Party to bring or prosecute actions or suits against Third Parties for infringement, or conferring any right to the other Party to bring or prosecute actions or suits against Third Parties for infringement;

(iii) conferring any right to the other Party to use in advertising, publicity, or otherwise, any trademark, trade name or names of either Party, or any contraction, abbreviation or simulation thereof without the prior written consent of the other Party;

(iv) conferring by implication, estoppel or otherwise, upon either Party, any right (including a license) under other patents except for the rights expressly granted hereunder;

(v) an obligation to furnish any technical information or know-how; or

(vi) an acknowledgment on the part of Licensee that any of the Licensed Patents, including any such Licensed Patents that were the subject of any Litigation, is valid or infringed.

(d) The Licensed Patents are licensed "as is," without warranties of any kind, and Licensor MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, except as otherwise expressly agreed herein. Except as otherwise set forth in 9.1 above, Licensor makes no representations or warranties of any kind including without limitation, express, implied, statutory, merchantability, fitness for a particular purpose, patent enforceability, or patent validity representations and/or warranties. In addition, Licensor makes no representation that the use of the Licensed Patents in connection with the manufacture, use, sale, offer for sale, or import of Licensed Activities and Products will not infringe, directly, contributorily, or by inducement, any patent, copyright, trademark or other proprietary right of any third party.

(e) Neither party shall be liable for any special, indirect, incidental or consequential damages, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, loss of profit, loss of business, loss of savings or other loss.

9.2 Confidentiality. Except as expressly provided elsewhere in this Agreement, each Party will maintain the terms of this Agreement in confidence and shall not publicize or disclose those terms in any manner whatsoever. Notwithstanding the foregoing, this Agreement may be confidentially disclosed as follows:

(i) with the prior written consent of the other Party;

(ii) to any governmental body having jurisdiction and specifically requiring such disclosure, provided that reasonable steps to protect confidentiality shall be exercised;

(iii) in response to a valid subpoena or as otherwise may be required by law; provided however, that the Party producing a copy of this Agreement shall exercise its best efforts to produce it subject to a protective order under an "Outside Attorneys Eyes Only" or higher confidentiality designation;

(iv) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

(v) to a Party's accountants, legal counsel, tax advisors, consultants, and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

(vi) to Licensee's customers, vendors, subcontractors, suppliers, distributors, resellers, and their legal advisors solely to the extent necessary to assure them that, to the extent provided in this Agreement, they are licensed or otherwise protected from liability

and/or that their activities with respect to any of the Licensed Activities and Products will not expose them to the threat of litigation or any costs and fees arising therefrom;

(vii) Licensor may disclose the terms and existence of this Agreement to any third party with a financial interest in the Licensed Patents, potential financing sources, potential assignees, successors, or purchasers of the Licensed Patents so long as such party is bound to confidentiality obligations that are at least as restrictive as the terms of this confidentiality provision in this Agreement and so long as Section 4 of this Agreement is redacted in its entirety; or

(viii) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction.

9.3 Publicity. No Party will issue a press release or any other announcement regarding this Agreement unless all Parties provide prior consent in writing. The Parties shall direct their representatives that are responsible for this matter not to make any disclosures of the terms of this Agreement, except as provided in Section 9.2. Notwithstanding the foregoing and Section 9.2, upon inquiry either Party may state that the Litigation has been settled and dismissed subject to an agreement between the Parties and that the Licensed Activities and Products are covered by a license under the Licensed Patents.

9.4 Injunctive Relief. Notwithstanding Section 9.5, either Party may seek injunctive or other equitable relief whenever the facts or circumstances would permit such Party to seek such equitable relief in a court of competent jurisdiction

9.5 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles.

9.6 Jurisdiction. Licensor and Licensee agree (a) that all disputes and litigation regarding this Agreement, its construction and matters connected with its performance be subject to the exclusive jurisdiction of the state and federal courts in the District of Delaware (the "Court"), and (b) to submit any disputes, matters of interpretation, or enforcement actions arising with respect to the subject matter of this Agreement exclusively to the Court. The Parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters.

9.7 Sophisticated Parties Represented by Counsel. The Parties each acknowledge, accept, warrant and represent that (i) they are sophisticated Parties represented at all relevant times during the negotiation and execution of this Agreement by counsel of their choice, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and (ii) they and their counsel have determined through independent investigation and robust, arm's-length negotiation that the terms of this Agreement shall exclusively embody and govern the subject matter of this Agreement.

9.8 Bankruptcy. Each Party irrevocably waives all arguments and defenses arising under 11 U.S.C. 365(c)(1) or successor provisions to the effect that applicable law excuses the

Party, other than the debtor, from accepting performance from or rendering performance to an entity other than the debtor or debtor in possession as a basis for opposing assumption of the Agreements by the other Party in a case under Chapter 11 of the Bankruptcy Code to the extent that such consent is required under 11 U.S.C. §365(c)(1) or any successor statute. Any change of control resulting from any such bankruptcy proceeding shall remain subject to Section 7 above.

9.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by a reliable overnight courier service, return receipt requested; by prepaid registered or certified mail, return receipt requested, or by facsimile or by email to the other Party at the address below or to such other address for which such Party shall give notice hereunder. Such notice shall be deemed to have been given one (1) day after the date of sending if by overnight courier service, or five (5) days after the date of sending by registered or certified mail, or upon confirmed receipt if delivered by facsimile or email, except that notice of change of address shall be effective only upon receipt.

To Licensor:

Greenthread, LLC
c/o Philip W. John
7424 Mason Dells Drive
Dallas, TX 75230-3244
john@greenthreadllc.com

With copy to:
Alan Whitehurst
Nick Matich
McKool Smith PC
1999 K Street, NW Suite 600
Washington, DC 20006
Awhitehurst@mckoolsmith.com
nmatich@mckoolsmith.com

To Licensee:

Micron Technology, Inc.
8000 South Federal Way
Boise, ID 83716
Attention: General Counsel
corporatenotices@micron.com

With a copy to:
Jared Bobrow
Jason Lang
405 Howard Street
San Francisco, CA 94105-2669
United States
jbobrow@orrick.com

jlang@orrick.com

9.10 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

9.11 Entire Agreement. The Parties acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; (ii) this Agreement embodies the entire and only understanding of each of them with respect to the subject matter of the Agreement, and merges, supersedes and cancels all previous representations, warranties, assurances, conditions, definitions, understandings or any other statement, express, implied, or arising by operation of law, whether oral or written, whether by omission or commission between and among them with respect to the subject matter of the Agreement; (iii) no oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement; (iv) the terms and conditions of this Agreement may be altered, modified, changed or amended only by a written agreement executed by duly authorized representatives of Licensor and Licensee, (v) the language of this Agreement has been approved by counsel for each of them, and shall be construed as a whole according to its fair meaning, and (vi) none of the them (nor their respective counsel) shall be deemed to be the draftsman of this Agreement in any action which may hereafter arise with respect to the Agreement.

9.12 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

9.13 Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement.

9.14 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. This Agreement may be executed by facsimile (including scanned and emailed) signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

9.15 Duty to Effectuate. The Parties agree to perform any lawful additional acts, including the execution of additional agreements, as are reasonably necessary to effectuate the purpose of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Non-Exclusive Patent License Agreement by duly authorized officials as of the Effective Date.

GREENTHREAD LLC

By: Philip W. John

Name: PHILIP W. JOHN

Title: PRESIDENT

Date: APRIL 3, 2023

MICRON TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – INTENTIONALLY OMITTED

EXHIBIT B – PATENTS

U.S. Patent Nos:

8,421,195

8,106,481

9,190,502

9,647,070

10,510,842

10,734,481

11,121,222

11,316,014

U.S. Patent Application No.17/728588

EXHIBIT C – FORM OF DISMISSAL

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Greenthread LLC v. Micron Technology, Inc. et al

Greenthread LLC hereby files this Notice of Voluntary Dismissal with Prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1). According to Rule 41(a)(1), an action may be dismissed without order of court by filing a notice of dismissal at any time before service by the adverse party of an answer or a motion for summary judgment. No answer has been filed by Micron Technology, Inc. or any other named defendant. Accordingly, Greenthread, LLC LLC voluntarily dismisses this action against [list defendants] with prejudice pursuant to Rule 41(a)(1).

[redacted]

EXHIBIT D – LITIGATION

Greenthread, LLC v. Micron Technology, Inc. et al., 23-cv-00333 (D. Del.)

Appendix D

EXECUTION VERSION

WESTERN DIGITAL-GREENTHREAD SETTLEMENT AND NON-EXCLUSIVE PATENT LICENSE AGREEMENT

This SETTLEMENT AND NON-EXCLUSIVE PATENT LICENSE AGREEMENT ("Agreement") is entered into as of the Effective Date (as that term is defined below) between Greenthread, LLC ("Licensor") and Western Digital Corporation, ("Licensee"). Licensor and Licensee are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WHEREAS, Licensor filed an action against Licensee for infringement of one or more of Licensor's patents styled *Greenthread, LLC v. Western Digital Corporation et al.*, 1:23-cv-00326-RGA (D. Del.) (the "Litigation");

WHEREAS, the Parties desire to settle the Litigation and Licensor is willing to provide, and Licensee desires to obtain, a license to, a release from claims relating to, and a covenant not to sue under, the Licensed Patents (as this term is defined below) with the terms and conditions set forth herein, in order to avoid the expense and risks associated with patent infringement litigation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning:

1.1 Subject to the limitations below, "Licensee's Affiliates" means any corporation, company, firm, partnership or other form of business organization ("Entity") which, either directly or indirectly, controls, is now or hereafter controlled by, or is under common control with Licensee, or a joint venture that is more than fifty percent (50%) owned by Licensee. An organization shall be regarded as in control of another organization if it owns or directly or indirectly controls (a) more than fifty percent (50%) of the shares entitled to vote for the election of directors or persons performing similar functions, or (b) more than fifty percent (50%) of the total combined voting power entitled to elect or appoint directors; however, any such company or other legal entity shall be deemed a Licensee's Affiliate only for as long as such control exists. In addition, the term "Licensee's Affiliate" does not include any investment fund, hedge fund, venture capital firm or similar type of Third Party investor controlled by, under common control with, or that controls Licensee.

In the event that a Person is not a Licensee's Affiliate as of the Effective Date of this Agreement, but later becomes a Licensee's Affiliate through an acquisition by Licensee (an "Acquired Affiliate"), such Acquired Affiliate shall be deemed to be a Licensee's Affiliate for the purposes of this Agreement upon completion of such acquisition, but nothing herein shall limit or impair Licensor's rights to maintain any action filed prior to the completion of such acquisition against any Acquired Affiliate with respect to activities, events or transactions occurring prior to the time when such Person became an Acquired Affiliate. To the extent Licensee is acquired by or merges with another entity or reorganizes organizations in the future in a manner that meet the Control requirements herein, this shall be deemed an assignment subject to Section 7.1.

Furthermore, in the event a Licensee's Affiliate covered by this Agreement ceases to be a Licensee's Affiliate (a "Departing Affiliate") on a particular date ("Departing Date"), any rights under this Agreement shall continue to apply to such Departing Affiliate, and in accordance with Section 7.1, no rights under this agreement shall accrue to any Entity acquiring a Departing Affiliate other than those that would have been enjoyed by the Departing Affiliate had it remained a Licensee's Affiliate.

For the avoidance of doubt, Vervain, LLC and Greenthread, LLC are not affiliates for the purposes of this agreement.

1.2 "Claim" means any claim, counterclaim, Third Party claim, contribution claim, indemnity claim, demand, action, cause of action, and any other claim of any kind and nature in law or equity, whether arising under state, federal, international or other law, whether such claim is absolute or contingent, direct or indirect, known or unknown.

1.3 "Effective Date" means the latest date upon which all Parties have signed this Agreement or identical counterparts thereof.

1.4 "Licensed Patents" means: (i) the patent and patent applications listed in Exhibit B, together with any and all patents and patent applications owned, controlled, or licensable by Licensor at any time during or after the Litigation, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Licensed Patent." Licensed Patent expressly excludes any patents owned by Vervain, LLC.

1.5 "Licensed Activities and Products" means all past, present or future systems, methods, processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates that are or were made, used, purchased, sold, offered for sale, licensed, leased, exported, imported, distributed, or otherwise disposed of, by, for, or on behalf of Licensee or Licensee's Affiliates that are covered by at least one claim of the Licensed Patents. The Licensed Activities and Products does not cover any Third Party systems, methods, processes, apparatuses, devices, products, software, or services that independently meet all the claim elements of the Licensed Patents, provided however, that any of the foregoing Third Party activities provided to Licensee or a Licensee Affiliate at the request of Licensee or of a Licensee Affiliate for use in manufacturing products for sale by or for Licensee or by or for a Licensee Affiliate, and under marketing indicia indicating that such products are products of Licensee or of a Licensee

Affiliate, shall be included within Licensed Activities and Products. Licensed Activities and Products includes Licensed Foundry Activities and Products (defined below) but not other processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates designed substantially by a Third Party or made or designed by Licensee or Licensee's Affiliates as a contract manufacturer or foundry. Licensed Foundry Activities and Products are processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates designed substantially by a Third Party or made or designed by Licensee or Licensee's Affiliates as a contract manufacturer or foundry for which Licensee or Licensee's Affiliates would be subject to a claim for indemnification in the event that the processes, apparatuses, devices, products, software, or services are alleged to infringe a Licensed Patent provided that any contractual obligation to indemnify (i) is not frivolous, and (ii) not created for the primary purpose of obtaining rights under this Agreement.

1.6 "Person" means any individual or firm, association, organization, joint venture, trust, partnership, corporation, company or other collective organization or entity.

1.7 "Third Party" means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

2. LICENSE AND COVENANTS

2.1 License. Subject to the payment by Licensee of the License Fee required by this Agreement, Licensor hereby grants Licensee and Licensee's Affiliates a worldwide, royalty-free (except as to the License Fee), non-exclusive (without the right to sublicense), non-transferable (except as provided herein), irrevocable, fully paid-up license under the Licensed Patents to make, have made, use, provide, offer to sell, sell, import, export, or distribute Licensed Activities and Products.

2.2 Validity. Licensee, on behalf of itself and each Licensee's Affiliate, covenants, represents and warrants that, unless the Licensed Patents are asserted against Licensee or any Licensee's Affiliate, Licensee and Licensees' Affiliates shall not contest or assist in the contest of the validity or enforceability of the Licensed Patents in any forum, including Federal Courts, whether under 28 U.S.C. §§ 2201-2202 or not, United States Patent and Trademark Office, and/or the International Trade Commission; provided, however, that Licensee and each Licensee's Affiliate shall have the right to challenge, or assist Licensee and its Affiliates' customers, vendors, subcontractors, manufacturers, resellers, suppliers, or distributors in challenging, the validity and enforceability of the Licensed Patents in defense to a suit or assertion of a Claim relating to the Licensed Patents with respect to the products of Licensee or Licensee's Affiliates. If Licensee or Licensee's Affiliates contend a Claim relating to the Licensed Patents is brought against Licensed Activities and Products in violation of this Agreement, Licensee or Licensee's Affiliates shall have the right to challenge or assist in challenging the validity and enforceability of the Licensed Patents if such Claim is not dismissed or withdrawn within fifteen (15) days of Licensee or Licensee's Affiliates providing Licensor or its successor with notice of such violation. Nothing in this Agreement shall be construed to prohibit Licensee or any Licensee's Affiliate from complying with any lawful subpoena, order or other law or regulation.

[redacted]

2.3 Licensor's Covenant Not to Sue Licensee and Others. Licensor covenants not to directly or indirectly, alone or with or through others, assist, participate, cooperate in, the commencement, maintenance, or prosecution of any action or proceeding against Licensee and Licensee's Affiliates for infringement of any of the Licensed Patents with respect to Licensed Activities and Products of the Licensee and/or any of Licensee's Affiliates. Licensor further covenants not to directly or indirectly, alone or with or through others, assist, participate, cooperate in, the commencement, maintenance, or prosecution of any action or proceeding against Licensee's and Licensee's Affiliates customers, distributors, manufacturers, subcontractors, resellers, franchisees, channel partners, vendors, suppliers, and software and firmware providers for infringement of the Licensed Patents with respect to any Licensed Activity or Product of the Licensee and/or any of Licensee's Affiliates. For the avoidance of any doubt, this covenant applies to the Licensed Activity or Product, regardless of whether that Licensed Activity or Product was combined into another product of a customer, distributor, manufacturer, subcontractor, reseller, franchisee, channel partner, vendor, supplier, or firmware provider, but only to the extent that Licensor's allegations might pertain to Licensed Products or Activities in such a product.

2.4. Licensee's Covenant Not to Sue Licensor. Licensee covenants not to sue Licensor for any Claims related to the Litigation or the Licensed Patents (except for Claims based on or related to breach of representations or obligations expressly included in this Agreement or otherwise expressly provided for in this Agreement, including the rights to sue provided under the terms of Section 2.2).

2.5 No Other Rights. No rights or covenants are granted under any patents controlled by Vervain, LLC.

2.6 No Duty to Enforce Patent Rights. Licensor does not agree to and has not agreed to any obligation to institute any action or suit against any Third Party for infringement of the Licensed Patents or to defend any action brought by a Third Party that challenges or concerns the validity of any of the Licensed Patents.

3. RELEASES

3.1 Licensor's Release. Licensor does hereby for itself and its respective legal predecessors, successors, heirs and assigns, waive release, acquit, and forever discharge Licensee, Licensee's Affiliates (and their officers, directors, managers, members, employees, agents, experts, consultants, attorneys, predecessors, successors, and assigns), and Licensee's and Licensee's Affiliates' customers, vendors, subcontractors, manufacturers, resellers, suppliers, or distributors from any and all claims, causes of action, demands, or liability related to: (i) the conduct of the Litigation; (ii) the conduct of settlement negotiations (except for representations or obligations expressly included in this Agreement); and (iii) claims of patent infringement (direct, induced, indirect or contributory) under the Licensed Patents.

The release set forth in this Section 3.1 expressly excludes third parties to the extent that any claims of patent infringement under the Licensed Patents are not based in any way on the Licensed Activities and Products.

3.2 Licensee's Release. Licensee does hereby for itself and its respective legal predecessors, successors, heirs, Affiliates and assigns, waive, release, acquit, and forever discharge Licensor and its officers, directors, managers, members, employees, agents, experts, consultants, attorneys, predecessors, successors, and assigns from liability related to (i) the Licensed Patents and all claims in connection with the licensing and enforcement of the Licensed Patents, except for claims arising from performance or breach of this Agreement or under Section 2.2; (ii) the conduct of the Litigation; and (iii) the conduct of settlement negotiations (except for representations or obligations expressly included in this Agreement).

3.3 Unknown Claims. The releases in this Agreement include an express, informed, knowing and voluntary waiver and relinquishment to the fullest extent permitted by law. In this connection, the Parties acknowledge that they may have sustained damages, losses, costs or expenses which are presently unknown and unsuspected and that such damages, losses, costs or expenses as may have been sustained may give rise to additional damages, losses, costs or expenses in the future. The Parties hereto further acknowledge that they have negotiated this Agreement taking into account presently unsuspected and unknown Claims, counterclaims, causes of action, damages, losses, costs and expenses, and the Parties hereto voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on general releases. The Parties voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on releases. Specifically, each Party hereby expressly waives any rights it may have under California Civil Code Section 1542 (or any other similar law in any jurisdiction) providing that:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. SETTLEMENT CONSIDERATION

4.1 Payment. In consideration of the rights, licenses and covenants granted by Licensor and the dismissal by Licensor of the Litigation as to the Licensee, Licensee agrees to pay to Licensor the sum of Five Million Dollars (U.S.) ($5,000,000.00) for the benefit of Greenthread, LLC (the "License Fee") by wire transfer to the trust account of Licensors' outside counsel, McKool Smith P.C., with a memo note indicating the beneficiary is Greenthread, LLC, no later than August 4, 2023. Payment on behalf of Licensee will be made by a subsidiary of Licensee, as follows:

SanDisk Storage Malaysia Sdn. Bhd.
Plot 301A, Persiaran Cassia Selatan 1,
Taman Perindustrian Batu Kawan, MK13,
14110 Penang, Malaysia

[redacted]

Greenthread, LLC shall provide SanDisk Storage Malaysia Sdn. Bhd. an invoice on or prior to the Effective Date listing the License Fee.

Such License Fee shall be paid and is non-refundable, including in the event of a finding of invalidity or unenforceability of one or more claims of any Licensed Patents. The following is the wiring information for Greenthread, LLC:

Wire Instructions (wires originating outside U.S.)

Address:	Citibank, N.A. 666 5th Avenue New York, NY 10103
Swift Code:	CITIUS33
ABA Routing:	021000089
Further Instructions:	
	Further Credit to: Citibank N.A. ABA/Routing Number: 113193532 Final Credit to: Account 9792263923 Account Name: McKool Smith PC IOLTA Trust Account

4.2 Litigation Settlement. The Parties agree this is a litigation settlement and no representation is made that the foregoing consideration represents a reasonable royalty for the infringement alleged in the Litigation.

4.3 Taxes. All taxes shall be the financial responsibility of the Party obligated to pay such taxes as determined by the applicable law and neither Party is or shall be liable at any time for any of the other Party's taxes incurred in connection with or related to amounts paid under this Agreement. Licensee will not withhold any tax amounts from the License Fee and will pay the full License Fee to Licensor in accordance with the above terms.

5. DISMISSAL OF LITIGATION

5.1 Dismissal of Litigation. Within five (5) days of Licensor's receipt of the License Fee, the Parties shall cause their respective counsel to execute and file a dismissal with prejudice in the form set forth in Exhibit C requesting that the Court presiding over the Litigation to dismiss with prejudice all claims in the Litigation, with each side bear its own costs of suit, expenses, and attorney fees. The Parties shall promptly proceed with any and all additional procedures needed to dismiss with prejudice the claims in the Litigation and to minimize the expenses incurred by the Parties relating to the Litigation.

5.2 Dismissal of IPRs. Within two (2) days of the effective date, Licensee will file a motion to terminate any challenges to any Licensed Patents, including the *inter partes* review (IPR) proceedings, if any. In the event that the any challenges are not terminated, Licensee will immediately withdraw from the proceedings and not participate in the proceedings or in any appeal therefrom.

5.3 Attorneys' Fees and Costs. The Parties agree that they shall bear their own costs of suit, expenses, and attorneys' fees relating to the Litigation and to the negotiation of this Agreement.

6. TERM AND TERMINATION OF LICENSE

6.1 Term. The license granted under this Agreement is effective as of the date on which both Parties have signed the Agreement and continues until the expiration of the last surviving patent among the Licensed Patents, unless terminated earlier as provided below.

6.2 Termination

(a) Breach by Licensee or Licensee's Affiliates. If Licensee fails to pay Licensor in accordance with Section 4.1, and does not cure such breach within five (5) business days after written notice thereof from Licensor, the licenses, releases and covenants granted by Licensor in this Agreement may be terminated upon written notice to that effect from Licensor at any time after such five (5) business day period so long as the breach remains uncured.

(b) Breach by Licensor. If Licensor or any valid assignee of this Agreement materially breaches this Agreement, and does not cure such breach within thirty (30) days after written notice thereof from any of Licensee or Licensee's Affiliates, the releases and covenants granted by Licensee in this Agreement may be terminated upon written notice to that effect from Licensee or Licensee's Affiliates at any time after such thirty (30) day period so long as the breach remains uncured.

(c) Effect of Termination. At the end of the Term or upon any termination of this Agreement pursuant to Section 6.2 above, provided that the License Fee has been paid by Licensee to Licensor, the licenses, covenants, and releases granted to Licensee in Sections 2 and 3 above shall be irrevocable.

6.3 Subject to the provisions of Section 6.2 above, the provisions of Sections 1, 2 (only as applicable to the non-breaching Party, but subject to Section 6.2(c)), 3 (only as applicable to the non-breaching Party, but subject to Section 6.2(c)), and 4-9 will survive any termination of this Agreement.

6.4 Safe Harbor. In the case of an alleged breach of this Agreement by either Party, except a breach of Section 4.1 by Licensee, such an alleged breach shall not be considered a breach of this Agreement if (a) the allegedly breaching Party is provided with written notice of the breach, and (b) the allegedly breaching Party cures the breach within 30 days of such written notice.

7. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

7.1 Limitations on Assignment by Licensee. Licensee may not assign (by contract, operation of law or otherwise) its rights under this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, and any assignment of such rights without such permission will be void. Notwithstanding the foregoing, however, Licensee may assign its rights under this Agreement, in whole or in part, without Licensor's prior written consent, as follows: (i) in connection with a transaction effected solely for the purposes of changing the form or jurisdiction of organization of the Licensee or Licensee's Affiliate or a reorganization, restructuring, or transaction with Licensee and one or more of Licensee's Affiliates where substantially all of the business of the Licensee and one or more of Licensee's Affiliates that were, immediately prior to such transaction, subject to this Agreement remain, immediately after such

transaction, subject to this Agreement; or (ii) as part of a transaction or series of transactions resulting in a sale, merger, transfer, or spin-off of a substantial portion of Licensee's or its Affiliate's business ("Divested Business"); provided that the products and services of the Entity acquiring a Divested Business or Departing Affiliate that were manufactured, sold, or distributed by such Entity existing before the date of its acquisition of the Divested Business or Departing Affiliate ("Pre-Acquisition Date Products") and relating to any natural evolutions or modifications to the Pre-Acquisition Date Products, including without limitation, the continued sale or manufacture of Pre-Acquisition Date Products and natural evolutions or modifications thereof, shall not be subject to the releases, licenses, or covenants provided in this Agreement. All rights under this Agreement shall continue to apply to a Divested Business or Departing Affiliate, and no rights under this agreement shall accrue to any Entity acquiring a Divested Business or Departing Affiliate other than those enjoyed by the Divested Business or Departing Affiliate, as if it had not been divested. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

7.2 Assignment by Licensor Subject to Agreement. Any assignment or transfer of this Agreement or ownership or title to any Licensed Patents or the grant of an exclusive license or other right to enforce any of the Licensed Patents by Licensor shall be made expressly subject to the assignee's prior acceptance of all of the terms and conditions of this Agreement.

8. [Intentionally Omitted]

9. GENERAL PROVISIONS

9.1 Representations and Warranties

(a) Licensor represents and warrants as of the Effective Date that: (i) Licensor owns all right, title and interest in and to the patents and patent applications listed in Exhibit B, and has the right to grant releases, licenses and covenants with respect to the patents and patent applications listed in Exhibits B of the full scope set forth herein without payment of any consideration to any Third Party; (ii) it has not assigned or otherwise transferred to any other Person any rights to the Licensed Patents that would prevent Licensor from entering into this Agreement or from granting, or would impair, the releases, licenses, and covenants granted herein; and (iii) the person executing this Agreement on behalf of Licensor has the full right and authority to enter into this Agreement on Licensor s behalf and to bind Licensor to each and every obligation hereof.

(b) Licensee acknowledges, accepts, represents and warrants that it, and the Person executing on its behalf, have the power and authority to enter this Agreement, and bind Licensee to each and every obligation hereof.

(c) Nothing contained in this Agreement shall be construed as:

(i) a warranty or representation by either Party that any products or services by the other Party do not or will not in the future practice any claim of any other patents, trademarks, copyright or other proprietary right;

(ii) an agreement by either Party to bring or prosecute actions or suits against Third Parties for infringement, or conferring any right to the other Party to bring or prosecute actions or suits against Third Parties for infringement;

(iii) conferring any right to the other Party to use in advertising, publicity, or otherwise, any trademark, trade name or names of either Party, or any contraction, abbreviation or simulation thereof without the prior written consent of the other Party;

(iv) conferring by implication, estoppel or otherwise, upon either Party, any right (including a license) under other patents except for the rights expressly granted hereunder;

(v) an obligation to furnish any technical information or know-how; or

(vi) an acknowledgment on the part of Licensee that any of the Licensed Patents, including any such Licensed Patents that were the subject of any Litigation, are valid or infringed.

(d) The Licensed Patents are licensed "as is," without warranties of any kind, and Licensor MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, except as otherwise expressly agreed herein. Except as otherwise set forth in 9.1 above, Licensor makes no representations or warranties of any kind including without limitation, express, implied, statutory, merchantability, fitness for a particular purpose, patent enforceability, or patent validity representations and/or warranties. In addition, Licensor makes no representation that the use of the Licensed Patents in connection with the manufacture, use, sale, offer for sale, or import of Licensed Activities and Products will not infringe, directly, contributorily, or by inducement, any patent, copyright, trademark or other proprietary right of any Third Party.

(e) Neither party shall be liable for any special, indirect, incidental or consequential damages, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, loss of profit, loss of business, loss of savings or other loss.

9.2 Confidentiality. Except as expressly provided elsewhere in this Agreement, each Party will maintain the terms of this Agreement in confidence and shall not publicize or disclose those terms in any manner whatsoever. Notwithstanding the foregoing, this Agreement may be confidentially disclosed as follows:

(i) with the prior written consent of the other Party;

(ii) to any governmental body having jurisdiction and specifically requiring such disclosure, provided that reasonable steps to protect confidentiality shall be exercised;

(iii) in response to a valid subpoena or as otherwise may be required by law; provided however, that the Party producing a copy of this Agreement shall exercise its best efforts to produce it subject to a protective order under an "Outside Attorneys Eyes Only" or higher confidentiality designation;

(iv) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

(v) to a Party's accountants, legal counsel, tax advisors, consultants, and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

(vi) in litigation to outside counsel for a party accused of infringement of a Licensed Patent under a protective order or similar local rule providing for disclosure of information on an Outside Attorneys Eyes Only provision;

(vii) to Licensee's customers, vendors, subcontractors, suppliers, distributors, resellers, and their legal advisors solely to the extent necessary to assure them that, to the extent provided in this Agreement, they are licensed or otherwise protected from liability and/or that their activities with respect to any of the Licensed Activities and Products will not expose them to the threat of litigation or any costs and fees arising therefrom;

(viii) Licensor may disclose the terms and existence of this Agreement to any Third Party with a financial interest in the Licensed Patents, potential financing sources, potential assignees, successors, or purchasers of the Licensed Patents so long as such party is bound to confidentiality obligations that are at least as restrictive as the terms of this confidentiality provision in this Agreement and so long as Section 4 of this Agreement is redacted in its entirety; or

(xi) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction.

9.3 Publicity. No Party will issue a press release or any other announcement regarding this Agreement unless all Parties provide prior consent in writing. The Parties shall direct their representatives that are responsible for this matter not to make any disclosures of the terms of this Agreement, except as provided in Section 9.2. Notwithstanding the foregoing and Section 9.2, upon inquiry either Party may state that the Litigation has been settled and dismissed subject to an agreement between the Parties and that the Licensed Activities and Products are covered by a license under the Licensed Patents.

9.4 Injunctive Relief. Notwithstanding Section 9.5, either Party may seek injunctive or other equitable relief whenever the facts or circumstances and the terms of this Agreement would permit such Party to seek such equitable relief in a court of competent jurisdiction.

9.5 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles.

9.6 Jurisdiction. Licensor and Licensee agree (a) that all disputes and litigation regarding this Agreement, its construction and matters connected with its performance be subject to the exclusive jurisdiction of the state and federal courts in the District of Delaware (the "Court"), and (b) to submit any disputes, matters of interpretation, or enforcement actions arising with respect to the subject matter of this Agreement exclusively to the Court. The Parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters.

9.7 Sophisticated Parties Represented by Counsel. The Parties each acknowledge, accept, warrant and represent that (i) they are sophisticated Parties represented at all relevant times during the negotiation and execution of this Agreement by counsel of their choice, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and (ii) they and their counsel have determined through independent investigation and robust, arm's-length negotiation that the terms of this Agreement shall exclusively embody and govern the subject matter of this Agreement.

9.8 Bankruptcy. Each Party irrevocably waives all arguments and defenses arising under 11 U.S.C. 365(c)(1) or successor provisions to the effect that applicable law excuses the Party, other than the debtor, from accepting performance from or rendering performance to an entity other than the debtor or debtor in possession as a basis for opposing assumption of the Agreements by the other Party in a case under Chapter 11 of the Bankruptcy Code to the extent that such consent is required under 11 U.S.C. §365(c)(1) or any successor statute. Any change of control resulting from any such bankruptcy proceeding shall remain subject to Section 7 above.

9.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by a reliable overnight courier service, return receipt requested; by prepaid registered or certified mail, return receipt requested, or by facsimile or by email to the other Party at the address below or to such other address for which such Party shall give notice hereunder. Such notice shall be deemed to have been given one (1) day after the date of sending if by overnight courier service, or five (5) days after the date of sending by registered or certified mail, or upon confirmed receipt if delivered by facsimile or email, except that notice of change of address shall be effective only upon receipt.

To Licensor:

Greenthread, LLC
c/o Philip W. John
7424 Mason Dells Drive
Dallas, TX 75230-3244
john@greenthreadllc.com

With copy to:
Alan Whitehurst
Nick Matich
McKool Smith PC
1999 K Street, NW Suite 600
Washington, DC 20006
Awhitehurst@mckoolsmith.com

nmatich@mckoolsmith.com

To Licensee:

Western Digital Corporation
c/o General Counsel/Chief Legal Officer
3355 Michelson Drive, Suite 100
Irvine, CA 92612
legal.hold@wdc.com

With copy to:
Doug Lumish
Rick Frenkel
Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
doug.lumish@lw.com
rick.frenkel@lw.com

9.10 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

9.11 Entire Agreement. The Parties acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; (ii) this Agreement embodies the entire and only understanding of each of them with respect to the subject matter of the Agreement, and merges, supersedes and cancels all previous representations, warranties, assurances, conditions, definitions, understandings or any other statement, express, implied, or arising by operation of law, whether oral or written, whether by omission or commission between and among them with respect to the subject matter of the Agreement; (iii) no oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement; (iv) the terms and conditions of this Agreement may be altered, modified, changed or amended only by a written agreement executed by duly authorized representatives of Licensor and Licensee; (v) the language of this Agreement has been approved by counsel for each of them, and shall be construed as a whole according to its fair meaning; and (vi) none of the them (nor their respective counsel) shall be deemed to be the draftsman of this Agreement in any action which may hereafter arise with respect to the Agreement.

9.12 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

9.13 Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this

Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement.

9.14 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. This Agreement may be executed by facsimile (including scanned and emailed) signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

9.15 Prosecution. Notwithstanding any protective order entered in the Litigation, Licensee on behalf of itself and Licensee's Affiliates provides consent for outside counsel involved in the Litigation to prepare, prosecute, supervise, or assist in the preparation or prosecution of the Licensed Patents.

9.16 Duty to Effectuate. The Parties agree to perform any lawful additional acts, including the execution of additional agreements, as are reasonably necessary to effectuate the purpose of this Agreement.

[SIGNATURES ON NEXT PAGE]

[redacted]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Non-Exclusive Patent License Agreement by duly authorized officials as of the Effective Date.

GREENTHREAD, LLC

By: Philip W John

Name: PHILIP W JOHN

Title: PRESIDENT

Date: 7/26/2023

WESTERN DIGITAL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

[redacted]

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Non-Exclusive Patent License Agreement by duly authorized officials as of the Effective Date.

GREENTHREAD, LLC

By: _____

Name: _____

Title: _____

Date: _____

WESTERN DIGITAL CORPORATION

By: _____

Name: Michael Ray

Title: Executive Vice President and Chief Legal Officer

Date: July 26, 2023

[redacted]

EXHIBIT A – INTENTIONALLY OMITTED

EXHIBIT B – PATENTS

U.S. Patent Nos:

8,421,195

8,106,481

9,190,502

9,647,070

10,510,842

10,734,481

11,121,222

11,316,014

U.S. Patent Application No.17/728588

EXHIBIT C – FORM OF DISMISSAL

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Greenthread, LLC hereby files this Notice of Voluntary Dismissal with Prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i). According to Rule 41(a)(1)(A)(i), an action may be dismissed without order of court by filing a notice of dismissal at any time before service by the adverse party of an answer or a motion for summary judgment. No answer has been filed by Western Digital Corporation or any other named defendant. Accordingly, Greenthread, LLC voluntarily dismisses this action against Western Digital Corporation and Western Digital Technologies, Inc. with prejudice pursuant to Rule 41(a)(1)(A)(i).

[redacted]

EXHIBIT D – LITIGATION

Greenthread, LLC v. Western Digital Corporation et al., 1:23-cv-00326-RGA (D. Del.)

Appendix E

[redacted]

AMS-OSRAM-GREENTHREAD SETTLEMENT AND NON-EXCLUSIVE PATENT LICENSE AGREEMENT

This SETTLEMENT AND NON-EXCLUSIVE PATENT LICENSE AGREEMENT ("Agreement") is entered into as of the Effective Date (as this term is defined below) between Greenthread, LLC ("Licensor") and ams-OSRAM USA Inc. (as successor in interest of ams Sensors USA Inc.) ("Licensee"). Licensor and Licensee are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WHEREAS, Licensor filed an action against Licensee and some of Licensee's Affiliates for infringement of one or more of Licensor's patents styled *Greenthread, LLC v. OSRAM GmbH et al.*, 2:23-cv-00179-JRG (E.D. Tex.) (the "District Court Litigation");

WHEREAS, Licensee filed petitions for *Inter Partes* Review of Licensor's patents, including IPR2024-00001, IPR2024-00016, IPR2024-00017, IPR2024-00018, IPR2024-00019, IPR2024-00020, IPR2024-00021 (the "IPRs" and collectively with the District Court Litigation, "the Litigation");

WHEREAS, Licensee and Licensee's Affiliates have made a good faith investigation into the sales of United States Transistor Products which found revenues of Licensee and Licensee's Affiliates of less than one hundred and eighty five million U.S. dollars ($185,000,000) or equivalent non-U.S. currency during calendar years 2017 through 2023;

WHEREAS, the Parties desire to settle the Litigation and Licensor is willing to provide, and Licensee desires to obtain a license to, a release from claims relating to, and a covenant not to sue under, the Licensed Patents (as this term is defined below) with the terms and conditions set forth herein, in order to avoid the expense and risks associated with patent infringement litigation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning:

1.1 Subject to the further provisions below, "Affiliate" means any corporation, company, firm, partnership or other form of business organization ("Entity") which, either directly or indirectly, controls, is now or hereafter controlled by, or is under common control with a Party, or a joint venture that is fifty percent (50%) or more owned by a Party. An organization shall be regarded as in control of another organization if it owns or directly or indirectly controls (a) fifty percent (50%) or more of the shares entitled to vote for the election of directors or persons performing similar functions, or (b) fifty percent (50%) or more of the total combined voting power entitled to elect or appoint directors; however, any such company or other legal Entity shall be deemed an Affiliate only for as long as such control exists. In addition, the term "Affiliate" does not include any investment fund, hedge fund, venture capital firm or similar type of Third Party investor controlled by, under common control with, or that controls a Party.

In the event that a Person is not an Affiliate as of the Effective Date of this Agreement, but later becomes an Affiliate through an acquisition by a Party (an "Acquired Affiliate"), such Acquired Affiliate shall be deemed to be an Affiliate for the purposes of this Agreement upon completion of such acquisition. To the extent Licensee is acquired by or merges with another Entity or reorganizes organizations in the future in a manner that meets the control requirements as described above, Section 7.1 shall apply.

Furthermore, in the event a Licensee's Affiliate covered by this Agreement ceases to be a Licensee's Affiliate (a "Departing Affiliate") on a particular date ("Departing Date"), any rights under this Agreement shall continue to apply to such Departing Affiliate, and in accordance with Section 7.1, no rights under this Agreement shall accrue to any Entity acquiring a Departing Affiliate other than those that would have been enjoyed by the Departing Affiliate had it remained a Licensee's Affiliate.

For the avoidance of doubt, Vervain, LLC and Greenthread, LLC are not affiliates for the purposes of this agreement.

1.2 "Claim" means any claim, counterclaim, Third Party claim, contribution claim, indemnity claim, demand, action, cause of action, and any other claim of any kind and nature in law or equity, whether arising under state, federal, international or other law, whether such claim is absolute or contingent, direct or indirect, known or unknown.

1.3 "Effective Date" means the latest date upon which all Parties have signed this Agreement or identical counterparts thereof.

1.4 "Licensed Patents" means: (i) the patent and patent applications listed in Exhibit B, together with any and all patents and patent applications owned, controlled, enforceable or licensable by Licensor or Licensor's Affiliates (if any) at any time during or after the Litigation, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Licensed Patent." Licensed Patent expressly excludes any patents owned, controlled, enforceable or licensable by Vervain, LLC.

1.5 "Licensed Activities and Products" means all past, present or future systems, methods, processes, apparatuses, devices, products, software, or services of Licensee and

Licensee's Affiliates that are or were made, used, purchased, sold, offered for sale, licensed, leased, exported, imported, distributed, or otherwise disposed of, by, for, or on behalf of Licensee or Licensee's Affiliates that are covered by at least one claim of the Licensed Patents. The Licensed Activities and Products does not cover any Third Party systems, methods, processes, apparatuses, devices, products, software, or services that independently meet all the claim elements of the Licensed Patents, provided however, that any of the foregoing Third Party activities and products sold or otherwise provided to Licensee or a Licensee Affiliate for sale by, for, or on behalf of Licensee or by, for, or on behalf of a Licensee Affiliate, shall be included within Licensed Activities and Products. Licensed Activities and Products includes Licensed Foundry Activities and Products (defined below). Licensed Foundry Activities and Products are processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates designed substantially by a Third Party or made or designed by Licensee or Licensee's Affiliates as a contract manufacturer or foundry and sold or otherwise provided to a Third Party.

1.6 "Person" means any individual or firm, association, organization, joint venture, trust, partnership, corporation, company or other collective organization or Entity.

1.7 "Sales Tax" means any sales, use, consumption, goods and services, value added, or similar tax, duty or charge imposed pursuant to applicable law.

1.8 "Third Party" means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

1.9 "United States Transistor Product" is a product containing a transistor that is sold or imported into the United States.

1.10 "The Assigned Patents" are U.S. Patent Nos. 8,455,898 and 7,731,404. For the avoidance of doubt, such patents shall not include foreign counterparts.

2. LICENSE AND COVENANTS

2.1 License. Subject to the payment by Licensee of the License Fee required by this Agreement, Licensor hereby grants Licensee and Licensee's Affiliates a worldwide, royalty-free (except as to the License Fee), non-exclusive (without the right to sublicense), non-transferable (except as provided herein), irrevocable, fully paid-up license under the Licensed Patents to make, have made, use, provide, offer to sell, sell, import, export, or distribute Licensed Activities and Products.

2.2 Validity. Licensee, on behalf of itself and each Licensee's Affiliate, covenants, represents and warrants that, unless the Licensed Patents are asserted against Licensee or any Licensee's Affiliate, Licensee and Licensee's Affiliates shall not contest or assist in the contest of the validity or enforceability of the Licensed Patents in any forum, including Federal Courts, whether under 28 U.S.C. §§ 2201-2202 or not, United States Patent and Trademark Office, and/or the International Trade Commission; provided, however, that Licensee and each Licensee's Affiliate shall have the right to challenge, or assist Licensee's and Licensee's Affiliates' customers, vendors, subcontractors, manufacturers, resellers, suppliers, or distributors in challenging, the

validity and enforceability of the Licensed Patents in defense to a suit or assertion of a Claim relating to the Licensed Patents with respect to the products or activities of Licensee or Licensee's Affiliates. If Licensee or Licensee's Affiliates contend a Claim relating to the Licensed Patents is brought against Licensed Activities and Products in violation of this Agreement, Licensee or Licensee's Affiliates shall have the right to challenge or assist in challenging the validity and enforceability of the Licensed Patents if such Claim is not dismissed or withdrawn within fifteen (15) days of Licensee or Licensee's Affiliates providing Licensor or its successor with notice of such violation. Nothing in this Agreement shall be construed to prohibit Licensee or any Licensee's Affiliate from complying with any subpoena, order or other law or regulation. Immediately upon execution of this Agreement Licensee will withdraw from any joint defense group or similar organization or agreement relating to the Litigation or the Licensed Patents and cause its counsel to cease all communication with other parties to the joint defense group.

2.3 Licensor's Covenant Not to Sue Licensee and Others. Licensor covenants not to directly or indirectly, alone or with or through others, assist, participate, cooperate in, the commencement, maintenance, or prosecution of any action or proceeding against Licensee and Licensee's Affiliates for infringement of any of the Licensed Patents with respect to Licensed Activities and Products of the Licensee and/or any of Licensee's Affiliates. Licensor further covenants not to directly or indirectly, alone or with or through others, assist, participate, cooperate in, the commencement, maintenance, or prosecution of any action or proceeding against Licensee's and Licensee's Affiliates' customers, distributors, manufacturers, subcontractors, resellers, franchisees, channel partners, vendors, suppliers, and software and firmware providers for infringement of the Licensed Patents with respect to any Licensed Activity or Product of the Licensee and/or any of Licensee's Affiliates. For the avoidance of any doubt, this covenant applies to the Licensed Activity or Product, regardless of whether that Licensed Activity or Product was combined into another product of a customer, distributor, manufacturer, subcontractor, reseller, franchisee, channel partner, vendor, supplier, or firmware provider, but only to the extent that Licensor's allegations might pertain to Licensed Products or Activities in such a product.

2.4. Licensee's Covenant Not to Sue Licensor. Licensee covenants not to sue Licensor for any Claims related to the Litigation or the Licensed Patents (except for Claims based on or related to breach of representations or obligations expressly included in this Agreement or otherwise expressly provided for in this Agreement, including the rights to sue provided under the terms of Section 2.2).

2.5 No Other Rights. Notwithstanding anything else in this agreement, no rights or covenants are granted under any patents controlled by Vervain, LLC and nothing in this agreement shall be construed to affect Vervain, LLC or any patents controlled by Vervain, LLC in any way.

2.6 No Duty to Enforce Patent Rights. Licensor does not agree to and has not agreed to any obligation to institute any action or suit against any Third Party for infringement of the Licensed Patents or to defend any action brought by a Third Party that challenges or concerns the validity of any of the Licensed Patents.

2.7 Forfeiture. Licensor agrees that if Licensee or Licensee's Affiliates are sued for patent infringement on any patent listing G.R. Mohan Rao as a named inventor owned or controlled

by Licensor or Licensor Affiliates (if any), Licensor shall immediately forfeit and return to Licensee the Payment under Section 4.1 and Licensor shall immediately assign back to Licensee the Assigned Patents. For the avoidance of doubt, Vervain, LLC is not a Licensor Affiliate and nothing in this section shall affect any patents controlled by Vervain, LLC.

3. INDEMNIFICATION AND RELEASES

3.1 Indemnification.

(a) Licensor shall defend, indemnify and hold harmless Licensee and its Affiliates, and their directors, officers, agents and employees from and against any and all actual or pending claims, losses, expenses damages or other liabilities (including reasonable attorneys' fees), including those incurred in any dispute between the Parties, arising from Licensor's breach under this Section 3.1(a), with any third party, or in any enforcement of this provision, arising out of, relating to, or based upon Licensor's or any of its Affiliates' material breach of any representation, warranty or covenant in this Agreement.

(b) Notwithstanding any other provision in this Agreement to the contrary, the Parties agree that if any payment pursuant to Section 4 of this Agreement is subject to a withholding tax in any jurisdiction and if withholding from such payment is required or permitted by applicable law or administrative guidance, such withholding tax (including surcharges) shall be borne solely by the Party that is entitled to the consideration (including any amount credited) that is subject to the withholding tax, and such Party shall hold harmless and shall indemnify the respective other Party from any liabilities or losses related thereto.

3.2 Licensor's Release. Licensor does hereby for itself and its respective Affiliates, legal predecessors, successors, heirs and assigns, waive release, acquit, and forever discharge Licensee, Licensee's Affiliates (and their officers, directors, managers, members, employees, agents, experts, consultants, attorneys, predecessors, successors, and assigns), and Licensee's and Licensee's Affiliates' customers, vendors, subcontractors, manufacturers, resellers, suppliers, or distributors from any and all claims, causes of action, demands, or liability, known or unknown, based in whole or in part on acts prior to the Effective Date of this Agreement that Licensor or Licensor's Affiliates (if any) may have against Licensee and Licensee's Affiliates, including claims related to (i) the conduct of the Litigation; (ii) the conduct of settlement negotiations (except for representations or obligations expressly included in this Agreement); and (iii) claims of patent infringement (direct, induced, indirect or contributory) under the Licensed Patents.

The release set forth in this Section 3.2 expressly excludes (i) claims for breach of this agreement, including non-payment of the License Fee, and (ii) third parties to the extent that any claims of patent infringement under the Licensed Patents are not based in any way on the Licensed Activities and Products.

3.3 Licensee's Release. Licensee does hereby for itself and its respective Affiliates, legal predecessors, successors, heirs, and assigns, waive, release, acquit, and forever discharge Licensor and its officers, directors, managers, members, employees, agents, experts, consultants, attorneys, predecessors, successors, and assigns from any and all claims, causes of action,

demands, or liability, known or unknown, based in whole or in part on acts prior to the Effective Date of this Agreement that Licensee or Licensee's Affiliates may have against Licensor and Licensor's Affiliates (if any), including claims related to (i) the conduct of the Litigation; (ii) the conduct of settlement negotiations (except for representations or obligations expressly included in this Agreement); and (iii) claims of patent infringement (direct, induced, indirect or contributory) under the Licensed Patents.

3.4 Unknown Claims. The releases in this Agreement include an express, informed, knowing and voluntary waiver and relinquishment to the fullest extent permitted by law. In this connection, the Parties acknowledge that they may have sustained damages, losses, costs or expenses which are presently unknown and unsuspected and that such damages, losses, costs or expenses as may have been sustained may give rise to additional damages, losses, costs or expenses in the future. The Parties hereto further acknowledge that they have negotiated this Agreement taking into account presently unsuspected and unknown Claims, counterclaims, causes of action, damages, losses, costs and expenses, and the Parties hereto voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on general releases. The Parties voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on releases. Specifically, each Party hereby expressly waives any rights it may have under California Civil Code Section 1542 (or any other similar law in any jurisdiction) providing that:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. SETTLEMENT CONSIDERATION

4.1 Payment. In consideration of the rights, licenses and covenants granted by Licensor and the dismissal by Licensor of the Litigation as to the Licensee, and as a condition precedent to the grant of any license or release to Licensee, Licensee agrees to pay to Licensor the sum of six hundred and twenty-five thousand U.S. Dollars ($625,000.00) for the benefit of Greenthread, LLC (the "License Fee"). Licensor shall issue a valid invoice in respect of the transaction covered by the consideration and Licensor shall provide a completed Form W-9 Request for Taxpayer Identification Number and Certification. Said invoice shall identify a bank account specified by Licensor for receipt of the License Fee. Within fifteen (15) business days of receiving said invoice, Licensee will wire the License Fee subject to deduction of necessary taxes to said specified bank account.

Such License Fee shall be paid and is non-refundable, including in the event of a finding of invalidity or unenforceability of one or more claims of any Licensed Patents.

4.2 Assignment of Patents. As a further condition precedent to the grant of any license or release to Licensee and Licensee's Affiliates, Licensee's Affiliate shall assign to Licensor the Assigned Patents.

4.3 Representation and Warranty. Licensee represents and warrants that it has all legal rights to make the assignments described in section 4.2. Otherwise, the Assigned Patents will be assigned "as is," without warranties of any kind, and Licensee MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND. Licensee makes no representation that the Assigned Patents are not licensed and that the use of the Assigned Patents in connection with the manufacture, use, sale, offer for sale, or import of products will not infringe, directly, contributorily, or by inducement, any patent, copyright, trademark or other proprietary right of any Party or Third Party.

4.4 License Back. Licensor hereby grants Licensee and Licensee's Affiliates a worldwide, royalty-free, non-exclusive, irrevocable, fully paid-up license under the Assigned Patents to make, have made, use, provide, offer to sell, sell, import, export, or distribute systems, methods, apparatuses, devices, products, software, or services practicing at least one claim of the Assigned Patents, effective upon the assignment described in section 4.2. For the avoidance of doubt, this grant includes Licensed Foundry Activities and Products which are processes, apparatuses, devices, products, software, or services of Licensee and Licensee's Affiliates designed substantially by a Third Party or made or designed by Licensee or Licensee's Affiliates as a contract manufacturer or foundry and sold or otherwise provided to a Third Party. Licensor further grants to Licensee and Licensee's Affiliates a covenant not to sue under the Assigned Patents.

4.5 Taxes. Licensee shall be entitled and obliged to deduct from any payments to Licensor the amount of any withholding or similar taxes required to be withheld by Licensee in accordance with applicable tax laws to the extent that Licensee pays such taxes to the appropriate governmental authority on behalf of Licensor. Licensee shall cooperate in good faith with the Licensor to minimize such withholding taxes in accordance with applicable tax laws. Licensee shall, upon the request of Licensor, deliver to Licensor proof of payment of such withholding taxes and appropriate documentation that is necessary to obtain a tax refund or a tax credit to the extent such tax refund or tax credit can be obtained in accordance with applicable tax laws.

Any consideration payable under this Agreement shall be exclusive of Sales Tax or other applicable indirect local taxes which shall be added to the consideration if applicable and payable at the same time as the consideration is due to be paid.

5. DISMISSAL OF LITIGATION

5.1 Dismissal of Litigation. Upon execution of this Agreement the Parties shall cause their respective counsel promptly to execute and file a joint motion in the Litigation in the form set forth in Exhibit A. Within five (5) days of Licensor's receipt of the License Fee, the Parties shall cause their respective counsel to execute and file a dismissal in the form set forth in Exhibit C requesting that the Court presiding over the Litigation to dismiss all claims in the Litigation, with each side bear its own costs of suit, expenses, and attorney fees. The Parties shall promptly

proceed with any and all additional procedures needed to dismiss the claims in the Litigation and to minimize the expenses incurred by the Parties relating to the Litigation.

5.2 Dismissal of IPRs. Within five (5) days of the Effective Date, Licensee will (i) file a motion to terminate any challenges to any Licensed Patents and/or (ii) in the event that any challenges to the Licensed Patents are not terminated or a proceeding includes challengers other than Licensee or Licensee Affiliates, Licensee will immediately withdraw from the proceedings and not participate in the proceedings or in any appeal therefrom.

5.3 Attorneys' Fees and Costs. The Parties agree that they shall bear their own costs of suit, expenses, and attorneys' fees relating to the Litigation, IPRs, and to the negotiation of this Agreement.

6. TERM

6.1 Term. The license granted under this Agreement is effective as of the Effective Date and continues until the expiration of the last surviving patent among the Licensed Patents.

7. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

7.1 Limitations on Assignment by Licensee. Licensee may not assign (by contract, operation of law or otherwise) its rights under this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, and any assignment of such rights without such permission will be void. Notwithstanding the foregoing, however, Licensee may assign its rights under this Agreement, in whole or in part, without Licensor's prior written consent, as follows: (i) in connection with a transaction effected solely for the purposes of changing the form or jurisdiction of organization of the Licensee or Licensee's Affiliate or a reorganization, restructuring, or transaction with Licensee and one or more of Licensee's Affiliates where substantially all of the business of the Licensee and one or more of Licensee's Affiliates that were, immediately prior to such transaction, subject to this Agreement remain, immediately after such transaction, subject to this Agreement; or (ii) as part of a transaction or series of transactions resulting in a sale, merger, transfer, change of control, asset or share acquisition, or other transaction or by operation of law, or spin-off of Licensee or Licensee's Affiliate(s) or a portion of Licensee's or its Affiliate's business ("Divested Business"); provided that the products and services of the Entity acquiring a Divested Business or Departing Affiliate that were manufactured, sold, or distributed by such Entity existing before the date of its acquisition of the Divested Business or Departing Affiliate ("Pre-Acquisition Date Products") and relating to any natural evolutions or modifications to the Pre-Acquisition Date Products, including without limitation, the continued sale or manufacture of Pre-Acquisition Date Products and natural evolutions or modifications thereof, shall not be subject to the releases, licenses, or covenants provided in this Agreement. All rights under this Agreement shall continue to apply to Licensee, Licensee's Affiliates, a Divested Business or Departing Affiliate, and no rights under this agreement shall accrue to any Entity acquiring a Divested Business or Departing Affiliate other than those enjoyed by the Divested Business or Departing Affiliate, as if it had not been divested. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

7.2 Assignment by Licensor Subject to Agreement. Any assignment or transfer of this Agreement or ownership or title to any Licensed Patents or the grant of an exclusive license or other right to enforce any of the Licensed Patents by Licensor shall be made expressly subject to the assignee's prior acceptance of all of the terms and conditions of this Agreement.

8. [Intentionally Omitted]

9. GENERAL PROVISIONS

9.1 Representations and Warranties

(a) Licensor represents and warrants as of the Effective Date that: (i) Licensor owns all right, title and interest in and to the patents and patent applications listed in Exhibit B, and has the right to grant releases, licenses and covenants with respect to the patents and patent applications listed in Exhibits B of the full scope set forth herein without payment of any consideration to any Third Party; (ii) it has not assigned or otherwise transferred to any other Person any rights to the Licensed Patents that would prevent Licensor from entering into this Agreement or from granting, or would impair, the releases, licenses, and covenants granted herein; and (iii) the person executing this Agreement on behalf of Licensor has the full right and authority to enter into this Agreement on Licensor s behalf and to bind Licensor to each and every obligation hereof.

(b) Licensee acknowledges, accepts, represents and warrants that it, and the Person executing on its behalf, have the power and authority to enter this Agreement, and bind Licensee to each and every obligation hereof.

(c) Nothing contained in this Agreement shall be construed as:

(i) a warranty or representation by either Party that any products or services by the other Party do not or will not in the future practice any claim of any other patents, trademarks, copyright or other proprietary right;

(ii) an agreement by either Party to bring or prosecute actions or suits against Third Parties for infringement, or conferring any right to the other Party to bring or prosecute actions or suits against Third Parties for infringement;

(iii) conferring any right to the other Party to use in advertising, publicity, or otherwise, any trademark, trade name or names of either Party, or any contraction, abbreviation or simulation thereof without the prior written consent of the other Party;

(iv) conferring by implication, estoppel or otherwise, upon either Party, any right (including a license) under other patents except for the rights expressly granted hereunder;

(v) an obligation to furnish any technical information or know-how; or

(vi) an acknowledgment on the part of Licensee that any of the Licensed Patents, including any such Licensed Patents that were the subject of any Litigation, are valid or infringed.

(d) The Licensed Patents are licensed "as is," without warranties of any kind, and Licensor MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, except as otherwise expressly agreed herein. Except as otherwise set forth in 9.1 above, the Parties make no representations or warranties of any kind including without limitation, express, implied, statutory, merchantability, fitness for a particular purpose, patent enforceability, or patent validity representations and/or warranties. In addition, Licensor makes no representation that the use of the Licensed Patents in connection with the manufacture, use, sale, offer for sale, or import of Licensed Activities and Products will not infringe, directly, contributorily, or by inducement, any patent, copyright, trademark or other proprietary right of any Third Party.

(e) The Assigned Patents will be assigned "as is," without warranties of any kind, and Licensee MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, except as otherwise expressly agreed herein.

(f) Neither party shall be liable for any special, indirect, incidental or consequential damages, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, loss of profit, loss of business, loss of savings or other loss.

9.2 Confidentiality. Except as expressly provided elsewhere in this Agreement, each Party will maintain the terms of this Agreement in confidence and shall not publicize or disclose those terms in any manner whatsoever. Notwithstanding the foregoing, this Agreement may be confidentially disclosed as follows:

(i) with the prior written consent of the other Party;

(ii) to any governmental body having jurisdiction and specifically requiring such disclosure, provided that reasonable steps to protect confidentiality shall be exercised;

(iii) in response to a subpoena or as otherwise may be required by law; provided however, that the Party producing a copy of this Agreement shall exercise its best efforts to produce it subject to a protective order under an "Outside Attorneys Eyes Only" or higher confidentiality designation;

(iv) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

(v) for the purposes of disclosure in connection with the applicable tax laws and to the appropriate governmental authority;

(vi) to a Party's accountants, legal counsel, tax advisors, consultants, and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

(vii) in litigation to outside counsel for a party accused of infringement of a Licensed Patent under a protective order or similar local rule providing for disclosure of information on an "Outside Attorneys Eyes Only" provision;

(viii) to Licensee's or Licensee's Affiliates' customers, vendors, subcontractors, suppliers, distributors, resellers, and their legal advisors solely to the extent necessary to assure them that, to the extent provided in this Agreement, they are licensed or otherwise protected from liability and/or that their activities with respect to any of the Licensed Activities and Products will not expose them to the threat of litigation or any costs and fees arising therefrom;

(ix) Licensor may disclose the terms and existence of this Agreement to any Third Party with a financial interest in the Licensed Patents, potential financing sources, potential assignees, successors, or purchasers of the Licensed Patents so long as such party is bound to confidentiality obligations that are at least as restrictive as the terms of this confidentiality provision in this Agreement and so long as Section 4 of this Agreement is redacted in its entirety; or

(x) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction.

9.3 Publicity. No Party will issue a press release or any other announcement regarding this Agreement unless all Parties provide prior consent in writing. The Parties shall direct their representatives that are responsible for this matter not to make any disclosures of the terms of this Agreement, except as provided in Section 9.2. Notwithstanding the foregoing and Section 9.2, upon inquiry either Party may state that the Litigation has been settled and dismissed subject to an agreement between the Parties and that the Licensed Activities and Products are covered by a license under the Licensed Patents.

9.4 Injunctive Relief. Notwithstanding Section 9.5, either Party may seek injunctive or other equitable relief whenever the facts or circumstances and the terms of this Agreement would permit such Party to seek such equitable relief in a court of competent jurisdiction.

9.5 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles.

9.6 Jurisdiction. Licensor and Licensee agree (a) that all disputes and litigation regarding this Agreement, its construction and matters connected with its performance be subject to the exclusive jurisdiction of the state and federal courts in the District of Delaware (the "Court"), and (b) to submit any disputes, matters of interpretation, or enforcement actions arising with respect to the subject matter of this Agreement exclusively to the Court. The Parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters.

9.7 Sophisticated Parties Represented by Counsel. The Parties each acknowledge, accept, warrant and represent that (i) they are sophisticated Parties represented at all relevant times during the negotiation and execution of this Agreement by counsel of their choice, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and (ii) they and their counsel have determined through independent investigation and robust, arm's-length negotiation that the terms of this Agreement shall exclusively embody and govern the subject matter of this Agreement.

9.8 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by a reliable overnight courier service, return receipt requested, by prepaid registered or certified mail, return receipt requested, or by facsimile or by email to the other Party at the address below or to such other address for which such Party shall give notice hereunder. Such notice shall be deemed to have been given one (1) day after the date of sending if by overnight courier service, or five (5) days after the date of sending by registered or certified mail, or upon confirmed receipt if delivered by facsimile or email, except that notice of change of address shall be effective only upon receipt.

To Licensor:

Greenthread, LLC
c/o Philip W. John
7424 Mason Dells Drive
Dallas, TX 75230-3244
john@greenthreadllc.com

With copy to:
Alan Whitehurst
Nicholas Matich
McKool Smith PC
1999 K Street, NW, Suite 600
Washington, DC 20006
Awhitehurst@mckoolsmith.com
nmatich@mckoolsmith.com

To Licensee:

ams-OSRAM USA Inc.
c/o Legal & IP Department
651 River Oaks Parkway
San Jose, CA 95131
legal_notice@osram.com

With copy to:
Charles S Baker
Daniel G Nguyen
Emma Bennett

Mark A Hannemann
Ryan Edward Dornberger
Locke Lord LLP
600 Travis Street, Suite 2800
Houston, TX 77002
cbaker@lockelord.com
dnguyen@lockelord.com
emma.bennett@lockelord.com
Mark.Hannemann@lockelord.com
ryan.dornberger@lockelord.com

9.9 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

9.10 Entire Agreement. The Parties acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; (ii) this Agreement embodies the entire and only understanding of each of them with respect to the subject matter of the Agreement, and merges, supersedes and cancels all previous representations, warranties, assurances, conditions, definitions, understandings or any other statement, express, implied, or arising by operation of law, whether oral or written, whether by omission or commission between and among them with respect to the subject matter of the Agreement; (iii) no oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement; (iv) the terms and conditions of this Agreement may be altered, modified, changed or amended only by a written agreement executed by duly authorized representatives of Licensor and Licensee; (v) the language of this Agreement has been approved by counsel for each of them, and shall be construed as a whole according to its fair meaning; and (vi) none of them (nor their respective counsel) shall be deemed to be the draftsman of this Agreement in any action which may hereafter arise with respect to the Agreement.

9.11 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing or in the form specified in Section 9.14 below by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

9.12 Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement.

9.13 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the

official and governing version in the interpretation of this Agreement. This Agreement may be executed by facsimile (including scanned and emailed) signatures or by an authenticated – not necessarily qualified – electronic signature process (e.g., Adobe Sign or Docu Sign) and such signatures shall be deemed to bind each Party as if they were original signatures.

9.14 Prosecution. Notwithstanding any protective order entered in the Litigation, Licensee on behalf of itself and Licensee's Affiliates provides consent for outside counsel involved in the Litigation to prepare, prosecute, supervise, or assist in the preparation or prosecution of the Licensed Patents.

9.15 Duty to Effectuate. The Parties agree to perform any lawful additional acts, including the execution of additional agreements, as are reasonably necessary to effectuate the purpose of this Agreement.

[SIGNATURES ON NEXT PAGE]

[redacted]

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Non-Exclusive Patent License Agreement by duly authorized officials as of the Effective Date.

GREENTHREAD, LLC

By: Philip W. John, Jr

Name: PHILIP W. JOHN, JR

Title: PRESIDENT

Date: 3/26/2024

AMS-OSRAM USA INC.

By: Conrad Rodriguez
Conrad Rodriguez (Mar 27, 2024 14:05 EDT)

Name: Conrad Rodriguez

Title: CEO - ams OSRAM USA Inc.

Date: Mar 27, 2024

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Non-Exclusive Patent License Agreement by duly authorized officials as of the Effective Date.

GREENTHREAD, LLC

By: _____

Name: _____

Title: _____

Date: _____

AMS-OSRAM USA INC.

By: Tim Hopson
Tim Hopson (Mar 27, 2024 11:25 CDT)

Name: Tim Hopson

Title: CFO

Date: Mar 27, 2024

[redacted]

EXHIBIT A – JOINT MOTION

JOINT MOTION TO STAY ALL DEADLINES AND NOTICE OF RESOLUTION

Plaintiff Greenthread, LLC ("Greenthread") and Defendants OSRAM GmbH, ams-OSRAM AG and ams Sensors USA Inc. (collectively "ams-OSRAM"), have resolved, in principle, all issues in controversy in the above-captioned action between the parties. Accordingly, the parties jointly move the Court to stay any and all unreached deadlines in this action for thirty (30) days in order to finalize the resolution and file appropriate dismissal papers.

[redacted]

GREENTHREAD-AMS-OSRAM SETTLEMENT

EXHIBIT B – PATENTS

U.S. Patent Nos:

8,421,195

8,106,481

9,190,502

9,647,070

10,510,842

10,734,481

11,121,222

11,316,014

U.S. Patent Application No. 17/728588

EXHIBIT C – FORM OF DISMISSAL

NOTICE OF VOLUNTARY DISMISSAL

Plaintiff Greenthread LLC ("Greenthread") and Defendants OSRAM GmbH, ams-OSRAM AG and ams Sensors USA Inc. (collectively "ams-OSRAM") hereby file this Notice of Voluntary Dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

According to Rule 41(a)(1)(A)(ii), an action may be dismissed without order of court by filing a notice of dismissal signed by all parties who have appeared.

Accordingly, pursuant to Rule 41(a)(1)(A)(ii), Greenthread voluntarily dismisses the action against ams-OSRAM with prejudice and ams-OSRAM voluntarily dismisses all counterclaims without prejudice.

[redacted]

EXHIBIT D – LITIGATION and IPRs

Greenthread, LLC v. OSRAM GmbH et al., 2:23-cv-00179-JRG (E.D. Tex.)

IPR2024-00001, IPR2024-00016, IPR2024-00017, IPR2024-00018, IPR2024-00019, IPR2024-00020, IPR2024-00021 and all other proceedings challenging the validity of a Licensed Patent.

[redacted]

EXHIBIT E – Patent Assignment Agreement

This PATENT ASSIGNMENT AGREEMENT ("Assignment") is effective as of the ___ day of _____ 2024, by OSRAM Sylvania Inc. ("Assignor") and Greenthread, LLC ("Assignee"), Assignor and Assignee are referred to in this Assignment collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor and Assignee's Affiliate are parties to a Settlement Agreement, dated as of even date herewith (the "Agreement");

WHEREAS, this Assignment is contemplated by and entered into by the Parties further to the Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

1. Grant, sell, assign, transfer and convey to Assignee, all right, title, and interest in, to and under U.S. Patent Nos. 8,455,898 and 7,731,404.

2. Authorize the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to any conflict of laws rules that might lead to the application of the laws of any other jurisdiction.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed in a manner appropriate thereto by the undersigned whose titles are supplied below and who are each authorized to act on behalf of the respective party, effective as of the date first above written.

[SIGNATURES ON NEXT PAGE]

[redacted]

ASSIGNOR:
OSRAM SYLVANIA INC.

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:
GREENTHREAD, LLC

By: Philip W Johnson Jr

Name: PHILIP W JOHNSON JR

Title: PRESIDENT

Date: 3/26/2024

[redacted]

ASSIGNOR:
OSRAM SYLVANIA INC.

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:
GREENTHREAD, LLC

By: _____

Name: _____

Title: _____

Date: _____

[redacted]

AMS_Greenthread Settlement and License Agreement EXECUTED

Final Audit Report 2024-03-27

Created:	2024-03-27
By:	Shaun Montana (shaun.Montana@osram.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAma0XDQ_li6mVsCAGDyoYQYrzQauLtuCf

"AMS_Greenthread Settlement and License Agreement EXECUTED" History

Document created by Shaun Montana (shaun.Montana@osram.com)
2024-03-27 - 4:20:07 PM GMT- IP address: 50.225.20.147

Document emailed to tim.hopson@ams-osram.com for signature
2024-03-27 - 4:23:39 PM GMT

Document emailed to conrad.rodriguez@ams-osram.com for signature
2024-03-27 - 4:23:39 PM GMT

Email viewed by tim.hopson@ams-osram.com
2024-03-27 - 4:24:15 PM GMT- IP address: 12.227.44.130

Signer tim.hopson@ams-osram.com entered name at signing as Tim Hopson
2024-03-27 - 4:25:38 PM GMT- IP address: 12.227.44.130

Document e-signed by Tim Hopson (tim.hopson@ams-osram.com)
Signature Date: 2024-03-27 - 4:25:40 PM GMT - Time Source: server- IP address: 12.227.44.130

Email viewed by conrad.rodriguez@ams-osram.com
2024-03-27 - 4:39:08 PM GMT- IP address: 172.225.214.108

Signer conrad.rodriguez@ams-osram.com entered name at signing as Conrad Rodriguez
2024-03-27 - 6:05:34 PM GMT- IP address: 97.105.33.222

Document e-signed by Conrad Rodriguez (conrad.rodriguez@ams-osram.com)
Signature Date: 2024-03-27 - 6:05:36 PM GMT - Time Source: server- IP address: 97.105.33.222

Agreement completed.
2024-03-27 - 6:05:36 PM GMT

ams OSRAM | Powered by Adobe Acrobat Sign

[redacted]

EXHIBIT E – Patent Assignment Agreement

This PATENT ASSIGNMENT AGREEMENT ("Assignment") is effective as of the 27th day of March 2024, by OSRAM SYLVANIA Inc. ("Assignor") and Greenthread, LLC ("Assignee"), Assignor and Assignee are referred to in this Assignment collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor and Assignee's Affiliate are parties to a Settlement Agreement, dated as of even date herewith (the "Agreement");

WHEREAS, this Assignment is contemplated by and entered into by the Parties further to the Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

1. Grant, sell, assign, transfer and convey to Assignee, all right, title, and interest in, to and under U.S. Patent Nos. 8,455,898 and 7,731,404.

2. Authorize the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to any conflict of laws rules that might lead to the application of the laws of any other jurisdiction.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed in a manner appropriate thereto by the undersigned whose titles are supplied below and who are each authorized to act on behalf of the respective party, effective as of the date first above written.

[SIGNATURES ON NEXT PAGE]

[redacted]

ASSIGNOR:
OSRAM SYLVANIA INC.

By: Shaun P. Montana

Name: Shaun Montana

Title: Head of IP Risk Management

Date: Mar 27, 2024

ASSIGNEE:
GREENTHREAD, LLC

By: Philip W Johnson Jr

Name: PHILIP W JOHNSON JR

Title: PRESIDENT

Date: 3/26/2024

[redacted]

Exhibit E - Patent Assignment Agreement

Final Audit Report 2024-03-27

Created:	2024-03-27
By:	Shaun Montana (shaun.Montana@osram.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo_YQVFR87JnDE7k_5mwey0_EZFVOG96c

"Exhibit E - Patent Assignment Agreement" History

Document created by Shaun Montana (shaun.Montana@osram.com)
2024-03-27 - 6:28:00 PM GMT- IP address: 50.225.20.147

Document emailed to Shaun Montana (shaun.Montana@osram.com) for signature
2024-03-27 - 6:28:43 PM GMT

Email viewed by Shaun Montana (shaun.Montana@osram.com)
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