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, [redacted] is the only Entity that has filed petitions for inter partes review relating to any of the Patents. Licensor and [redacted] 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 [redacted] possess the power to terminate such petitions. RPX will have no obligation or liability with respect to any dispute between Licensor and [redacted] 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.*]

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

Confidential Outside Attorneys Eyes Only - Produced Under Local Rule 26.2

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____

/s/_____

ATTORNEY FOR PLAINTIFF
[_____]

Respectfully submitted,

/s/_____

ATTORNEY FOR DEFENDANT
[_____]

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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.