

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI843135

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TETRASUN, INC.		02/20/2025
RECEIVING PARTY DATA		
Company Name:	FIRST SOLAR, INC.	
Street Address:	350 W. WASHINGTON ST	
Internal Address:	Suite 600	
City:	TEMPE	
State/Country:	ARIZONA	
Postal Code:	85288	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	9130074	
Patent Number:	9666732	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2025218721	
Email:	lpTeam@CogencyGlobal.Com	
Correspondent Name:	Troy Jones	
Address Line 1:	1025 Connecticut Ave NW, Suite 712	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036	
ATTORNEY DOCKET NUMBER:	2663320 TJ	
NAME OF SUBMITTER:	Troy Jones	
SIGNATURE:	/Troy Jones/	
DATE SIGNED:	02/24/2025	
Total Attachments: 5		
source=First Solar - TetraSun Patent Assignment Agreement - fully executed#page1.tiff		
source=First Solar - TetraSun Patent Assignment Agreement - fully executed#page2.tiff		
source=First Solar - TetraSun Patent Assignment Agreement - fully executed#page3.tiff		
source=First Solar - TetraSun Patent Assignment Agreement - fully executed#page4.tiff		

PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of February 20, 2025 (the “Effective Date”), is entered into by and between TetraSun, Inc. (the “Assignor”) and First Solar, Inc. (the “Assignee”).

WHEREAS, Assignor wishes to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Patents.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS

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

1.1 “Assigned Patents” means the patents and patent applications set forth on Schedule A hereto and all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof, in each case in any territory or jurisdiction throughout the world, now known or hereafter devised, together with all rights therein and thereto.

2. ASSIGNMENT

2.1 Assignment and Assumption of Assigned Patents. Effective immediately as of the Effective Date, Assignor hereby conveys, transfers, assigns, delivers and sets over to Assignee, and Assignee hereby assumes, acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under (a) the Assigned Patents, (b) all proceeds, causes of action, rights of recovery, judgments, settlements, claims and demands of any nature related thereto, including, but not limited to, the right to prosecute and recover damages (including past damages) for any past, present and future infringements or other violations of the Assigned Patents and (c) all rights of Assignor to obtain reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, reexaminations and other legal protections arising from the Assigned Patents that are or may be secured in any jurisdiction anywhere in the world, including but not limited to the United States and its territories and possessions, as of the Effective Date or hereinafter in effect.

2.2 No Representations and Warranties. The assignment and assumption pursuant to Section 2.1 hereof is made without recourse, representation or warranty, express or implied.

3. MISCELLANEOUS

3.1 Further Assurances. In the event that any further actions are necessary or desirable to carry out the purposes of this Agreement, each of the parties hereto shall take such further actions (including the execution and delivery of further instruments and documents) as the other party hereto may reasonably request.

3.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof and may not be modified except by a written signed instrument.

3.3 Governing Law. This Agreement and the transactions contemplated hereby, and all disputes, controversies, claims, counterclaims or other matters arising out of or in connection with this Agreement, including the breach, termination, enforcement, interpretation or validity thereof between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, United States applicable to contracts executed in and to be performed entirely within the State of Delaware, United States.

3.4 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, CONTROVERSY, CLAIM, COUNTERCLAIM OR OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF BETWEEN THE PARTIES UNDER OR RELATED TO THIS AGREEMENT OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

3.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

3.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.7 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

3.8 Waiver. Failure of a party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by a party of a breach of any provision of this Agreement

shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

3.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

3.11 Construction. In the event that any ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. For purposes of this Agreement, the term “include”, “included” or “including” as used in this Agreement shall mean “including without limitation”; “or” means “and/or”; “may” means has the discretion to or is permitted to; and “shall” means is required to and expresses a mandatory duty, requirement, obligation or state. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and shall not simply mean “if”. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Except as specifically stated herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Except as otherwise specified herein, references to a person or entity are also to its successors and assigns.

[Signature page follows]

Execution Version

In witness whereof, the parties to this Agreement have caused this Agreement to be duly executed as of the Effective Date.

TETRASUN, INC.

By: Richard Henkler

Name: Richard Henkler
Title: Vice President and Assistant Secretary
Date: 02/20/2025

FIRST SOLAR, INC.

By: Markus Gloeckler

Name: Markus Gloeckler
Title: CTO
Date: 02/21/2025

[Signature Page to Patent Assignment and Assumption Agreement]

PATENT
REEL: 070304 FRAME: 0474

Jinko Ex. 1033 - 6/7

Schedule A

Australian Patent No. AU2010239265
Canadian Patent No. CA2,759,708
Chinese Patent No. CN102460715
Chinese Patent No. CN104952943
European Patent No. EP2,422,373
European Patent Application No. EP4,350,782
European Patent Application No. EP4,350,783
European Patent Application No. EP4,350,784
Hong Kong Patent Application No. HK1,169,746
Japanese Patent No. JP5576474
Japanese Patent No. JP5833710
Japanese Patent No. JP6219902
Japanese Patent No. JP6587664
Japanese Patent No. JP7104007
Japanese Patent No. JP7504164
Japanese Patent Application No. JP2024-75990
Korean Patent No. KR101,714,097
Korean Patent Application No. KR10-2014-7021542
Malaysian Patent Application No. MY186820
Mexican Patent Application No. MX2011011138
Singapore Patent Application No. SG175752
United States Patent No. 9,130,074
United States Patent No. 9,666,732

A-1