



Barbara A. Murphy
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July 14, 2026

VIA ELECTRONIC FILING

The Honorable Lisa R. Barton
Secretary
U.S. International Trade Commission
500 E Street, SW
Washington, D.C. 20436

Re: *Certain TOPCon Solar Cells, Modules, Panels, Components Thereof,
and Products Containing Same, Inv. No. 337-TA-1494*

Dear Secretary Barton:

Pursuant to Commission Rule 210.12(a)(9)(ii), First Solar, Inc. hereby submits a certified copy of an Assignment for U.S. Patent No. 9,130,074, dated September 11, 2025, to replace Exhibit No. 4 originally filed with its Complaint in the above-referenced investigation.

If you have any questions, please contact us at 202-822-4100.

Respectfully submitted,

/s/ Barbara A. Murphy
Barbara A. Murphy
Foster, Murphy, Altman & Nickel, PC

Counsel for Complainant First Solar, Inc.

ORDER NUMBER	8686945
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8686945

ORDER DATE/TIME	CUSTOMER NUMBER	PAYMENT METHOD	TOTAL COST OF ORDER
02/19/2026	IDON00010092523	CARD	\$ 38.0

ORDER INFORMATION

ORDER LINE	PRODUCT TYPE	DOCUMENT IDENTIFIER	COPIES	STATUS	CUSTOMER REFERENCE
1	M1	0728870601	1	FILLED	010072-00078

EMAIL

bnolan@cravath.com

PHONE NUMBER

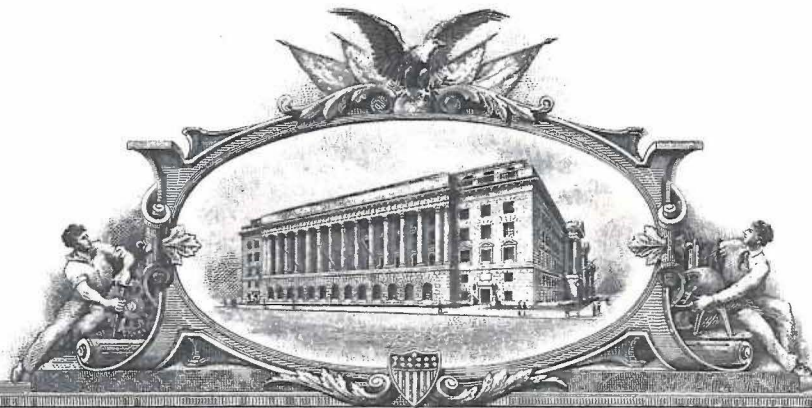
2124743396

CARRIER

USPS

CARRIER TRACKING NUMBER**CARRIER ACCOUNT NUMBER**

2686945



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

May 20, 2026

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

September 11, 2025

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



April Lipscomb-McCoy

April Lipscomb-McCoy
Certifying Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI1277795

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
FIRST SOLAR INC.		09/02/2025
RECEIVING PARTY DATA		
Company Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 S. DEARBORN STREET	
Internal Address:	MAIL CODE: IL1-0874, FLOOR L2N	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Patent Number:	9130074	
Patent Number:	9181437	
Patent Number:	9666732	
Patent Number:	10429100	
Patent Number:	10684126	
Patent Number:	10814599	
Patent Number:	12009445	
Patent Number:	12154997	
Patent Number:	8628993	
Application Number:	18628285	
Application Number:	29936126	
Application Number:	18703192	
Application Number:	29938357	
Application Number:	18708334	
Application Number:	18710094	
Application Number:	18680927	
Application Number:	18723069	
Application Number:	18841928	
Application Number:	18825810	

Property Type	Number
Application Number:	18828147
Application Number:	18906018
Application Number:	18914841
Application Number:	18956909
Application Number:	19006785
Application Number:	19023233
Application Number:	19023272
Application Number:	19030859
Application Number:	18277153
Application Number:	18277157

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: (212)455-2592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2438

NAME OF SUBMITTER: KIMBERLY SOLOMON

SIGNATURE: /KIMBERLY SOLOMON/

DATE SIGNED: 09/11/2025

Total Attachments: 5

source=FSLR - Patent Security Agreement - Executed#page1.tiff

source=FSLR - Patent Security Agreement - Executed#page2.tiff

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of September 2, 2025 (this “**Agreement**”), among each GRANTOR listed on the signature pages hereto (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”), and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (herein in such capacity, the “**Administrative Agent**”).

RECITALS

(A) FIRST SOLAR, INC., a Delaware corporation (the “**Borrower**”), the GUARANTORS from time to time party thereto, the LENDERS and ISSUING BANKS from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) and the Administrative Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

(B) The Grantors are party to a Pledge and Security Agreement, dated as of June 30, 2023 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which certain Grantors are required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Patent Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations at any time owed or owing to the Secured Parties (or any of them), each Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the Patent Collateral. This Agreement is not to be construed as an assignment of any Patent Collateral.

“**Patent Collateral**” means all of each Grantor’s right, title and interest in, to and under all United States issued Patents and United States Patent applications owned by Grantor listed on Schedule I attached hereto, including, without limitation, (i) all extensions, renewals, reissues, divisionals, continuations, continuations-in-part, reexaminations, supplemental examinations,

inter partes reviews and adjustments thereof, (ii) the right to sue at law or in equity or otherwise recover for any past, present or future infringement, misappropriation or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including licenses, royalties, fees, income, payments, claims, damages and proceeds of suit, whether now or hereafter due and/or payable with respect thereto, and (iv) all rights corresponding to any of the foregoing throughout the United States.

SECTION 3 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4 Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5 Governing Law and Consent to Jurisdiction

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 10.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

SECTION 6 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The Administrative Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof, provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR – First Solar Inc.

kmc

By:



Name: Byron Jeffers
Title: Vice President-Finance, Treasurer,
Investor Relations

ACCEPTED AND AGREED:

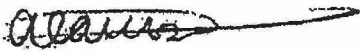
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:

Name:
Title:

ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Alana Cain
Title: Vice President

SCHEDULE 1

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

(A) Grantor	ISSUED PATENTS	
	Patent No.	Date of Issuance
First Solar Inc.	9,130,074	09/08/2015
First Solar Inc.	9,181,437	11/10/2015
First Solar Inc.	9,666,732	05/30/2017
First Solar Inc.	10,429,100	10/01/2019
First Solar Inc.	10,684,126	06/16/2020
First Solar Inc.	10,814,599	10/27/2020
First Solar Inc.	12,009,445	06/11/2024
First Solar Inc.	12,154,997	11/26/2024
First Solar Inc.	8,628,993	01/14/2014

Grantor	PATENT APPLICATIONS	
	Application No.	Application Date
First Solar Inc.	18/628285	04/05/2024
First Solar Inc.	29/936126	04/05/2024
First Solar Inc.	18/703192	04/19/2024
First Solar Inc.	29/938357	04/19/2024
First Solar Inc.	18/708334	05/08/2024
First Solar Inc.	18/710094	05/14/2024
First Solar Inc.	18/680927	05/31/2024
First Solar Inc.	18/723069	06/21/2024
First Solar Inc.	18/841928	08/27/2024
First Solar Inc.	18/825810	09/05/2024
First Solar Inc.	18/828147	09/09/2024
First Solar Inc.	18/906018	10/03/2024
First Solar Inc.	18/914841	10/14/2024
First Solar Inc.	18/956909	11/22/2024
First Solar Inc.	19/006785	12/31/2024
First Solar Inc.	19/023233	01/15/2025
First Solar Inc.	19/023272	01/15/2025
First Solar Inc.	19/030859	01/17/2025
First Solar Inc. ¹	18/277153	08/14/2023
First Solar Inc. ²	18/277157	08/14/2023

¹ Owned jointly by the Grantor and Alliance for Sustainable Energy, LLC

² Owned jointly by the Grantor and Alliance for Sustainable Energy, LLC.

**CERTAIN TOPCON SOLAR CELLS, MODULES,
PANELS, COMPONENTS THEREOF, AND
PRODUCTS CONTAINING THE SAME**

INV. NO. 337-TA-1494

CERTIFICATE OF SERVICE

I, Michael Kirby, Jr., hereby certify that on July 14, 2026, the foregoing
FIRST SOLAR, INC.'S SUPPLEMENTAL SUBMISSION TO COMPLAINT (PUBLIC)
was served upon the following parties as indicated:

The Honorable Lisa R. Barton Secretary U.S. International Trade Commission 500 E Street, SW Washington, DC 20436	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via EDIS
The Honorable Cameron Elliot Administrative Law Judge U.S. International Trade Commission 500 E Street, SW Washington, DC 20436 Email: michael.turner@usitc.gov	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via Email and the BOX
Ryan Schmid Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, SW, Suite 401 Washington, DC 20436 Email: Ryan.Schmid@usitc.gov	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Intervenor BYD America LLC</i> Yar R. Chaikovsky WHITE & CASE LLP 3000 El Camino Real 2 Palo Alto Square, Suite 900 Palo Alto, CA 94306-2109 Email: WCBYD337TA1494@whitecase.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail

**CERTAIN TOPCON SOLAR CELLS, MODULES,
PANELS, COMPONENTS THEREOF, AND
PRODUCTS CONTAINING SAME**

INV. NO. 337-TA-1494

<i>Counsel for Respondents Canadian Solar Inc., Canadian Solar (USA) Inc., Canadian Solar US Module Manufacturing Corporation, Canadian Solar International Limited, CSI Solar Co., Ltd., and Canadian Solar Manufacturing (Thailand) Co., Ltd.</i> Samuel N. Tiu SIDLEY AUSTIN LLP 350 S. Grand Avenue Los Angeles, CA 90071 Email: sidley-csi-fsitc@sidley.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondents Hanwha Solutions Corporation, Hanwha Q CELLS USA, Inc., Hanwha Q CELLS America Inc., and Hanwha Q CELLS USA Corp.</i> Michael David LATHAM & WATKINS LLP 555 11th St. N.W., Suite 1000 Washington, D.C. 20004-1304 Email: hanwhaite.lwteam@lw.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondents JA Solar Technology Co., Ltd., JA Solar USA, Inc., JA Solar International, Ltd., JA Solar Vietnam Co., Ltd. and Respondent American Panel Solutions LLC</i> Helena Kiepora DLA PIPER LLP (US) 500 Eighth Street, NW Washington, DC 20004 Email: DLA-JASolar-ITC@us.dlapiper.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail

**CERTAIN TOPCON SOLAR CELLS, MODULES,
PANELS, COMPONENTS THEREOF, AND
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INV. NO. 337-TA-1494

<i>Counsel for Respondent American Panel Solutions LLC</i> Eric S. Namrow Weil, Gotshal & Manges LLP 2001 M Street NW, Suite 600 Washington, DC 20036 Email: Weil-ITC1494@weil.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondents JinkoSolar Holding Co., Ltd., Jinko Solar Co., Ltd., Jinko Solar (Vietnam) Industries Co. Ltd., Jinko Solar Technology Sdn. Bhd., Zhejiang Jinko Solar Co., Ltd., JinkoSolar (U.S.) Inc., JinkoSolar (U.S.) Manufacturing Inc., and JinkoSolar (U.S.) Industries Inc.</i> Stephen A. Marshall COVINGTON & BURLING LLP One CityCenter, 850 Tenth Street, N.W. Washington, DC 20001 Email: Jinko-ITC-FirstSolar-Cov@cov.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondent Mundra Solar PV Limited</i> James Gagen Paul Hastings LLP 2050 M Street NW Washington, DC 20036 Email: PH-Mundra-FirstSolar@paulhastings.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondent Philadelphia Solar LLC</i> Andrew D. Gish Gish PLLC 41 Madison Avenue, Floor 31 New York, NY 10010 Email: gish-PhiladelphiaSolar@gishpllc.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail

**CERTAIN TOPCON SOLAR CELLS, MODULES,
PANELS, COMPONENTS THEREOF, AND
PRODUCTS CONTAINING SAME**

INV. NO. 337-TA-1494

<i>Counsel for Respondents Jiangsu Runergy New Energy Technology Co., Ltd., Runergy USA Inc., Runergy Alabama Inc., Runergy USA Trading LLC, and Runergy PV Technology (Thailand) Co., Ltd.</i> Ziyong “Sean” Li Benesch Friedlander Coplan & Aronoff LLP 100 Pine Street, Suite 3100 San Francisco, CA 94111 Email: Runergy1494@beneschlaw.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondents Vietnam Sunergy Joint Stock Company, VSUN Solar USA Inc., TOYO Co., Ltd., and TOYO Solar Texas LLC</i> Irene Yang SIDLEY AUSTIN LLP 101 California Street, Suite 3500 San Francisco, CA 94111 Email: Sidley-TOYO-FSITC@sidley.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Respondents T1 Energy Inc. and T1 G1 Dallas Solar Module LLC</i> Elizabeth A. DiMarco Wolf, Greenfield & Sacks, P.C. 601 Massachusetts Avenue, NW Washington, DC 20001 Email: WGS-FirstSolarvT1-ITC@wolfgreenfield.com Douglas R. Nemec Leslie A. Demers Chris J. Coulson Anthony P. Biondo Skadden, Arps, Slate, Meagher & Flom LLP One Manhattan West New York, New York 10001 Email: DLT1ITCSSK@skadden.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail ☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail

**CERTAIN TOPCON SOLAR CELLS, MODULES,
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INV. NO. 337-TA-1494

<i>Counsel for Respondents Trina Solar Co., Ltd., Trina Solar Energy Development Co., Ltd., Trina Solar Yiwu Technology Co., Ltd. and Trina Solar (U.S.), Inc.</i> Devika Persaud Sills Cummis & Gross P.C. 101 Park Avenue, 28th Floor New York, NY 10178 Email: Sills_Trina_1494@sillscummis.com Rett Snotherly Benjamin Levi Tom Schaumberg LEVI SNOTHERLY & SCHAUMBERG, PLLC 1101 Connecticut Avenue, N.W., Suite 450 Washington, DC 20036 Email: Trina_LSS_1494@levisnotherly.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail ☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for Intervenor Tesla, Inc.</i> Deanna Tanner Okun POL SINELLI P.C. 1401 Eye Street N.W., Suite 800 Washington, D.C. 20005 Email: Tesla-1494-ITC@polsinelli.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
<i>Counsel for IC Star Solar (USA) LLC d/b/a Imperial Star</i> Yar R. Chaikovsky WHITE & CASE LLP 3000 El Camino Real 2 Palo Alto Square, Suite 900 Palo Alto, CA 94306-2109 Email: WCImperialStar337TA1494@whitecase.com	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☐ Via first class mail ☒ Via electronic mail
AXITEC SOLAR, LLC 262 Chapman Road, Suite 240 Newark, DE 19702	☐ Via hand delivery ☐ Via courier (FedEx) ☐ Via facsimile ☒ Via first class mail ☐ Via electronic mail

**CERTAIN TOPCON SOLAR CELLS, MODULES,
PANELS, COMPONENTS THEREOF, AND
PRODUCTS CONTAINING SAME**

INV. NO. 337-TA-1494

/s/ Michael Kirby, Jr.

Michael Kirby, Jr.

Senior Paralegal

Foster, Murphy, Altman & Nickel, PC

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