

NMC Lithium-Ion Batteries

Patent Landscape Analysis – July 2017

Lithium Nickel-Manganese-Cobalt (NMC) Oxides have become a key material for a wide range of battery applications – but who has the best IP position?

REPORT OUTLINE

- NMC Lithium-ion Batteries: Patent Landscape Analysis
- July 2017
- PDF with >180 slides
- Excel file detailing >8,980 patents
- €5,990 for a multi-user license

KEY FEATURES OF THE REPORT

- IP trends, including time evolution of published patents and countries of patent filings.
- Current legal status of patents.
- Ranking of main patent applicants by supply chain segment.
- developments Joint collaboration networks of main patent applicants.
- Key patents and granted patents near expiration by supply chain segment.
- Relative strength of the main companies' IP portfolios by supply chain segment.
- Matrix showing patent applicants and their patented technologies.
- Segmentation of patents by supply chain position, including precursor, material, electrode and battery producers, and by type of NMC materials, including non-modified, modified by cation or substitution, mixed with other active materials like LiMO2, LiMO3, LiMO₄, LiMPO₄, oxide or fluoride materials, carbon or polymer, and core-shell materials.
- IP position versus market position for each key player.
- Excel database with all patents analyzed in the report, including technology segmentation.

RELATED REPORTS

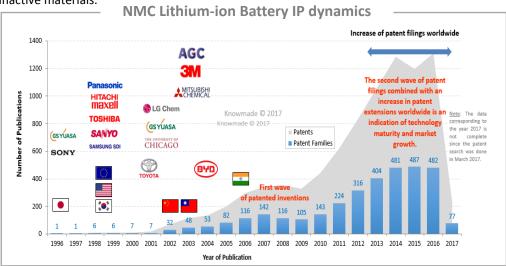
- Status of the Rechargeable Li-ion Battery Industry (Yole Développement, July 2017)
- Microbattery: Patent Landscape Analysis (Knowmade, Sept.2016)
- Stationary Storage and Automotive (Yole Battery <u>Packs</u> Développement, May.2016)

NMC BATTERY IP ACTIVITY IS RAMPING UP ALONG WITH THE MARKET

Since their development in the early 1990's, lithium-ion batteries have become an essential energy storage device for a wide range of applications, including electronic devices, stationary storage and electric vehicles. Using Lithium Nickel-Manganese-Cobalt Oxides (NMC, NCM or Li_wNi_vMn_vCo₂O₂) in lithium-ion batteries provides high power and energy densities and thermal stability. NMC materials can be tailored to reach a wide range of charge and thus can be used in various types of batteries. According to Yole Développement, NMC materials will dominate the global lithium-ion battery market. They should reaching about 51% of the global cathode material market by 2022, driven by the increasing demand for electrical vehicle applications, according to Yole's "Status of the Rechargeable Li-ion Battery Industry" report, published in July 2017. The multiple license agreements and the recent patent war between BASF/University of Chicago (Argonne) and Umicore indicate market maturity. The number of mergers and acquisitions, patent litigations and license agreements should increase due to the growing number of companies operating in NMC materials, especially Chinese companies.

The number of enforceable patents is increasing worldwide, and several companies already stand out thanks to their strong IP position. Therefore, it is a critical time to understand the global competitive environment of NMC lithium-ion batteries from a patent perspective. In-depth patent analyses of key technologies and players can help anticipate changes, detect business opportunities, mitigate risks and make strategic decisions to strengthen one's market position and maximize return on one's IP portfolio.

For this report, we investigated the global patent landscape of NMC Lithium-ion Batteries including precursor, material, electrode and battery manufacturing issues, and all types of NMC materials, whether unmodified, modified, core-shell, or mixed with other active or inactive materials.



More than 3,300 patented inventions have been published worldwide up to March 2017 by more than 590 applicants. The first patents on NMC Li-ion batteries were filed by Japanese and Korean companies including Sony, Samsung and LG Chem in the late 1990s. The first main wave of patent publications occurred in 2000s, induced by the emergence of material manufacturers like AGC, Mitsubishi Chemical, Sumitomo Metal Mining, 3M, BASF, Umicore, Chinese battery manufacturers BAK and BYD, and universities. Since then, patent publications have increased strongly thanks to a intense patenting activity from Japanese, Chinese and Korean battery and material manufacturers, and the emergence of electric vehicle constructors like Nissan, Toyota, BMW and Chery. The second wave of patent filings combined with an increase in patent extensions worldwide is an indication of technology maturity and market growth. Currently, more than 4,000 patents have been granted, mainly in Japan and China, and more than 3,600 patent applications are pending, mainly in the USA and China.



KNOW KEY PLAYERS' IP POSITIONS

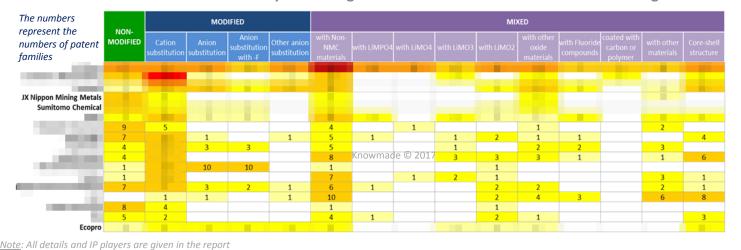
More than 590 patent applicants can be found on the NMC Lithium-ion Battery patent landscape. The IP position of key players has been evaluated for precursor, material, electrode and battery manufacturing issues. For each of them, the report provides a ranking and analysis of the relative strength of the top patent holders derived from their portfolio size, patent citation network, countries of patent filings and current patent legal status. We reveal the IP strength of the key IP players involved in NMC Lithium-ion Batteries and we depict their competitive IP positions.

A special focus has been placed on the main patent litigation, collaborations and license agreements related to NMC materials.

IP position of key patent assignees IP position Knowmade © 2017 Chem CHICAGO CHICAGO MITSUBISHI (**★**MTSUBSH □ • BASF SONY AGC ♦ NEC @T ATDK @ NEC # BAK ⊕ B posco :: KETI Note: All details and IP players are given in the report

UNDERSTAND PATENTED TECHNOLOGY AND IP STRATEGY





In this report, we reveal the IP strategy and the technical choices of the main patent assignees. For each supply chain segment, including precursor, material, electrode and battery, the report includes the description of key technologies, the time evolution of patent applications, the main patent assignees and their filing countries, the key patents, the patents near expiration date and the recent patented technologies. For each supply chain segment, the >3,300 patented inventions selected for this study have been categorized by type of NMC materials, such as non-modified, modified by cation or anion substitution and mixed with other active materials.

COMPARE IP AND MARKET POSITION

The report compares the main IP players and main market players. For each of them, it highlights the discrepancies between their market position and their IP position regarding the supply chain — whether they make precursor, material, or batteries — and the type of NMC material, such as un-modified, modified, or core-shell. The main market players are not always the main IP players.

<u>USEFUL PATENT DATABASE (>8,980 patents)</u>

The report also includes an **Excel database** containing the >8,980 patents and patent applications analyzed in the study. This useful patent database allows multi-criteria searches and includes patent publication number, hyperlinks to the original documents, priority date, title, abstract, patent assignees, technological segments and legal status for each member of the patent families.

IP position versus market position for NMC materials -IP position Very SAMSUNG SDI (GSYÚASA Strong CHICAGO HITACHI Strong Panasonic (BYD) Knowmade © 2017 A SERRIAGES OF STATE Medium A123 NEC & BAK - Table 1 (1) No patent Market position Commercial NMC No commercial NMC Note: All details and IP players are given in the report

COMPANIES MENTIONED IN THE REPORT (NON-EXHAUSTIVE)

3M, A123 Systems, AGC, Amperex, Automotive Energy Supply, Bak, BASF, BMW, Boston Power, BYD, Chery Automobile, FAW Automobile, Denki Kogyo/Denka, Denso, Donguan Kaixin Battery Material, DuPont, Easpring Material Technology, Ecopro, Envia, General Motors, GS Yuasa, Hitachi, Honda, Huawei, Jinhe New Materials, Johnson Controls Technology, JX Nippon Mining Metals, Kokam, L&F, Leneng Battery, Leyden Energy, LG Chem, Li-Tec Battery, Mitsubishi, Mitsui Mining & Smelting, Murata Manufacturing, Nano One Materials, Nec, Ningxia Orient Tantalum Industry, Nippon Chemical Industrial, Nissan, Panasonic, Posco, Renault, Reshine New Material, Robert Bosch, SAFT, Samsung SDI, Sanyo Electric, Seeo, SEL, SK Innovation, Solvay, Sony, Sumitomo, Tanaka Chemical, Techelios, Toda Kogyo, Toray Industries, Toshiba, Toyota, University of Chicago, Umicore

TABLE OF CONTENTS

INTRODUCTION	4
Introduction to Lithium-ion batteries	
Scope of the report	
Key features of the report	
Objectives of the reports	
METHODOLOGY	18
Patent search, selection and analysis	
Search equations	
Terminology for patent analysis	
NOTEWORTHY NEWS	30
EXECUTIVE SUMMARY	32
PATENT LANDSCAPE OVERVIEW	50
Time evolution of patent publications	
Main patent assignees	
Time evolution of patent assignees	
IP leadership of main patent assignees IP collaboration network	
Licenses of patents from 3M Licenses of patents from University of Chicago	
Publication countries	
Countries of patent filings for main patent assignees	
Mapping of patenting activity	
Time evolution of patent applications by country	
Mapping of main current patent holders	
Mapping of main current patent applicants	
Patenting activity of main patent assignees	
Granted patents near expiration date	
IP competitors dependency by citations	

ATENT LITIGATIONS	<u>76</u>
Potential future plaintiffs	
University of Chicago/BASF litigation	
3M litigation	
ATENT SEGMENTATION	86
Methodology	
Precursor manufacturing	
Material manufacturing	
Electrode manufacturing	
Use in batteries	
Supply chain position overview	
or each supply chain position segments:	
Ranking of patent assignees	
IP dynamics of patent assignees	
IP leadership	
IP strength index	
IP blocking potential	
Most cited patents	
Patents split by type of NMC materials	
Time evolution of types of materials	
Main patent assignees vs type of materials	
Market vs IP position of patent assignees	
CONCLUSION	17

AUTHORS



Dr Fleur Thissandier works for Knowmade in the field of Microelectronics and Chemistry. She holds a PhD in Chemistry of Materials and Electrochemistry from CEA/INAC, Grenoble, France. She also holds a Chemistry Engineering Degree from the Superior National School of Chemistry (ENSCM), Montpellier, France fleur.thissandier@knowmade.fr



COMPANIES PROFILES

KNOWMADE PRESENTATION

Dr Nicolas Baron is CEO and co-founder of Knowmade. He leads the Physics Department. He holds a PhD in Physics from the University of Nice Sophia-Antipolis, and a Master of Intellectual Property Strategies and Innovation from the European Institute for Enterprise and Intellectual Property (IEEPI), Strasbourg, France.

nicolas.baron@knwowmade.fr

ABOUT KNOWMADE

Specialized in analysis of patents and scientific information, **Knowmade** provides Technology Intelligence and IP strategy consulting services. The company is supporting R&D organizations, industrial companies and investors in their business development by offering them a deep understanding of the technology trends and their IP environment. **Knowmade** operates in the following industrial sectors: Microelectronics, Compound Semiconductors, Power Electronics, RF & Microwave Devices, MEMS Sensors & Actuators, LED/OLED, Imaging & Display, Photonics, Battery, Manufacturing & Advanced Packaging, Micro & Nanotechnology, Biotechnology, Cellular & Molecular Biology, Microbiology, Dermatology, Pharmacology, Oncology, Immunology, Medical Devices & Medical Imaging, Agri-Food & Environment. **Knowmade** performs prior art search, patent landscape analysis, scientific literature analysis, patent valuation and freedom-to-operate analysis. In parallel, the company proposes litigation/licensing support, technology scouting and IP watch service. **Knowmade**'s analysts combine their technical and patent expertise by using powerful analytics tools and proprietary methodologies to deliver relevant patent analyses and scientific reviews.



178

193



SHIP TO

ORDER FORM NMC Lithium-ion Batteries

Patent Landscape Analysis – July 2017

Ref.:KM17008

PAYMENT METHODS

Name (Mr/Ms/Dr/Pr):	Order online: Click here
Job Title:	Check To pay your invoice using a check, please mail your check to the
Company:	following address: KnowMade S.A.R.L.
Address:	2405 route des Dolines, BP 65 06902 Valbonne Sophia Antipolis
City:	FRANCE
State:	Money Transfer To pay your invoice using a bank money wire transfer please
Postcode/Zip:	contact your bank to complete this process. Here is the information that you will need to submit the payment:
Country:	Payee: KnowMade S.A.R.L. Bank: Banque populaire St Laurent du Var CAP 3000 - Quartier
VAT ID Number for EU members:	du lac- 06700 St Laurent du Var IBAN: FR76 1560 7000 6360 6214 5695 126
Tel:	BIC/SWIFT: CCBPFRPPNCE
Email:	Paypal In order to pay your invoice via PAYPAL, you must first register at
Date:	www.paypal.com. Then you can send money to the KnowMade S.A.R.L. by entering our E-mail address contact@knowmade.fr as the recipient and entering the invoice amount.
	RETURN ORDER BY E-mail: contact@knowmade.fr Mail: KnowMade S.A.R.L. 2405 route des Dolines, BP 65 06902 Sophia Antipolis FRANCE

PRODUCT ORDER

€4,990 – Single user license*

€5,990 – Corporate license

For price in dollars, please use the day's exchange rate. For French customer, add 20% for VAT.

All reports are delivered electronically in pdf format at payment reception.

*Single user license means only one person at the company can use the report. Please be aware that our publication will be watermarked on each page with the name of the recipient and of the organization (the name mentioned on the PO). This watermark will also mention that the report sharing is not allowed.

I hereby accept Knowmade's Terms and Conditions of Sale

Signature:



TERMS AND CONDITIONS OF SALES

Definitions

"Acceptance": Action by which the Buyer accepts the terms and conditions of sale in their entirety. It is done by signing the purchase order which mentions "I hereby accept Knowmade's Terms and Conditions of Sale".

"Buyer": Any business user (i.e. any person acting in the course of its business activities, for its business needs) entering into the following general conditions to the exclusion of consumers acting in their personal interests.

"Contracting Parties" or "Parties": The Seller on the one hand and the Buyer on the other hand.

"Intellectual Property Rights" ("IPR") means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

"License": For the reports and databases, 2 different licenses are proposed. The buyer has to choose one license:

- 1. Single user license: a single individual at the company can use the report.
- 2. Corporate license: the report can be used by unlimited users within the company. Subsidiaries are not included.
- "Products": Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.

"Seller": Based in Sophia Antipolis (France headquarters), Knowmade is a technology intelligence company specialized in the research and analysis of scientific and technical information. We provide patent landscapes and scientific state of the art with high added value to businesses and research laboratories. Our intelligence digests play a key role to define your innovation and development strategy.

1. Scope

- 1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.
- 1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions "I hereby accept Knowmade's Terms and Conditions of Sale". This results in acceptance by the Buyer.
- 1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer's address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

2. Mailing of the Products

- 2.1 Products are sent by email to the Buyer:
- within [1] month from the order for Products already released; or
- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.
- 2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

- 2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.
- 2.4 The mailing is operated through electronic means either by email via the sales department. If the Product's electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.
- 2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.
- 2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer's risk.

3. Price, invoicing and payment

- 3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.
- 3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:

Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var

BIC or SWIFT code: CCBPFRPPNCE

IBAN:: FR76 1560 7000 6360 6214 5695 126

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

4. Liabilities

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.



- 4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement
- 4.3 In no event shall the Seller be liable for:
- a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller's website or the Products, or any information provided on the website, or in the Products;
- b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.
- 4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.
- 4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.
- 4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.
- 4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.
- 4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

5. Force majeure

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.

6. Protection of the Seller's IPR

- 6.1 All the IPR attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.
- 6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish the Product, or any part of it to any other party other than employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use the Product for purposes such as:
- Information storage and retrieval systems;
- Recordings and re-transmittals over any network (including any local area network);
- use in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- Posting any Product to any other online service (including bulletin boards or the Internet);
- Licensing, leasing, selling, offering for sale or assigning the Product.
- 6.3 The Buyer shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial consequences in their entirety.
- 6.4 The Buyer shall define within its company point of contact for the needs of the contract. This person will be the recipient of each new report in PDF format. This person shall also be responsible for respect of the copyrights and will guaranty that the Products are not disseminated out of the company.

7. Termination

- 7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be borne by the Seller, following this decision.
- 7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders, without being liable for any compensation.

8. Miscellaneous

All the provisions of these Terms and Conditions are for the benefit of the Seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.

9. Governing law and jurisdiction

- 9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse, which shall have exclusive jurisdiction upon such issues.
- 9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.