UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 20, 2026

Navitas Semiconductor Corporation

(Exact name of registrant as specified in its charter)

Delaware	**001-39755**	**85-2560226**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3520 Challenger Street, Torrance, California	**90503-1640**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(844) 654-2642**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.0001 per share	**NVTS**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On November 20, 2026, Navitas Semiconductor USA, Inc. ("Assignee"), a Delaware corporation and indirect subsidiary of Navitas Semiconductor Corporation (the "Company"), entered into a Patent Assignment Agreement with Longitude Flash Memory Solutions Limited ("LFMS"), a private company organized under the laws of the Republic of Ireland, and Longitude Licensing Limited ("LLL"), a private company organized under the laws of the Republic of Ireland (LFMS and LLL together, "Assignor").

Under the Agreement, the Assignor agreed to irrevocably sell, assign, transfer, and convey to Assignee certain patents and patent applications (the "Assigned Patents") as set forth under the Agreement, including all rights and obligations relating to such Assigned Patents. Effective upon, and simultaneously with, the execution of the Agreement, LFMS and LLL released and terminated certain intercompany licenses and agreements between such parties relating to the Assigned Patents.

As consideration for the foregoing, Assignee agreed to pay Assignor a payment of $5 million on or before five (5) business days of the effective date of the Agreement (the "Upfront Payment"). Further, Assignee agreed to pay Assignor an additional one-time payment of $5 million upon the first occurrence of any triggering event under the Agreement (the "Contingent Payment"), including (i) the full and global settlement of any lawsuit or (ii) the favorable verdict in a trial of any lawsuit to which certain of the Assigned Patents are subject. In addition to the Upfront Payment and the Contingent Payment, Assignee agreed to pay Assignor 1.5% of gross licensing and other revenues, including the fair market value of non-cash consideration that Assignee earns from the monetization of the Assigned Patents as provided in the Agreement (the "Back-End Payment"). The Upfront Payment and the Contingent Payment, if any, do not constitute such gross revenues and will not be credited against or reduce any Back-End Payment that may be payable by Assignee to Assignor.

The Agreement contains customary provisions relating to representations and warranties, limitation of liability, and confidentiality with respect to each of Assignor and Assignee.

The Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The summary description of the Agreement in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	**Description**
10.1*	Patent Assignment Agreement, dated November 20, 2026, by and among Navitas Semiconductor USA, Inc., and Longitude Flash Memory Solutions Limited.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Exhibits and schedules have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon its request; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any exhibit or schedule so furnished.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NAVITAS SEMICONDUCTOR CORPORATION

Dated: November 27, 2026

By: /s/ Chris Allexandre
Chris Allexandre
President and Chief Executive Officer

Exhibit 10.1

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of the latest execution date below (the "Effective Date"), is entered into by Navitas Semiconductor USA, Inc., a Delaware corporation, having a place of business at 3520 Challenger St, Torrance, CA 90503, USA ("Assignee" or "Navitas"), on the one hand, and Longitude Flash Memory Solutions Limited, a private company organized under the laws of the Republic of Ireland, having a place of business at Plaza 255, Suite 2A, Blanchardstown Corporate Park 2, Dublin 15, Dl5 YH6H, Ireland ("LFMS"), and Longitude Licensing Limited, a private company organized under the laws of the Republic of Ireland, having a place of business at Plaza 255, Suite 2A, Blanchardstown Corporate Park 2, Dublin 15, Dl5 YH6H, Ireland ("LLL") (collectively, "Assignor"), on the other. Each of Navitas, LFMS, and LLL may be individually referred to as a "Party" and collectively may be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the patents and patent applications listed in Exhibit A (the "Assigned Patents"); and

WHEREAS, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title, and interest in the Assigned Patents, all subject to and in accordance with the terms set forth herein; and

NOW, THEREFORE, in consideration of good and valuable consideration set forth in this Agreement, the receipt and adequacy of which is hereby acknowledged, and intending to be bound, Assignor and Assignee hereby agree as follows:

1. Assignment.

1.1. Subject to Assignor's receipt of the Upfront Payment in full in accordance with Section 3.1, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest throughout the world in, to and under the Assigned Patents, including the inventions claimed or described therein and, to the extent owned or controlled by Assignor, any patent or patent application, whether filed or issued before or after the Effective Date, that claims priority to, or shares a common priority with, any of the Assigned Patents, including all provisionals, divisionals, continuations, continuations in part, renewals, extensions, reissues, reexaminations and foreign counterparts, together with (A) all claims, demands, or causes of action that Assignor has or may have related to the Assigned Patents, whether known or unknown, contingent or noncontingent, (B) all rights to register, prosecute, maintain, defend, record and enforce the Assigned Patents before the United States Patent and Trademark office ("USPTO") and any other patent office and governmental authority throughout the world, (C) the right to sue and obtain all legal and equitable remedies for all past, present and future infringement of the Assigned Patents, and recover all damages, royalties and other proceeds and sums whether due, payable, accrued or arising in respect of the Assigned Patents and (D) all rights to claim priority based on the Assigned Patents under the laws of any jurisdiction or under international conventions or treaties. The foregoing assignment is intended to be an absolute assignment and not by way of security.

1.2. Contemporaneous with the execution of this Agreement and subject to Assignor's receipt of the Upfront Payment in full in accordance with Section 3.1, Assignor shall execute and deliver to Assignee the form of patent assignment set forth in Exhibit B hereto (the "Patent Assignment") for recordation with the USPTO and, as applicable, other patent offices and governmental authorities throughout the world. Assignor shall further take all reasonable actions and cooperate and execute from time to time all other reasonable and appropriate documents, when prepared and submitted to Assignor by Assignee, as necessary to effectuate fully the assignment described in this Agreement, perfect Assignee's title in, to and under the Assigned Patents and to permit Assignee to be duly recorded as the owner of the Assigned Patents (including additional patent assignment agreements as necessary for recordation outside the United States). If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Section 1.2, Assignor hereby irrevocably designates and appoints Assignee as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of the assignment described in this Agreement with the same legal force and effect as if executed by Assignor.

1.3. Contemporaneous with the execution of this Agreement and Assignor's receipt of the Upfront Payment in full in accordance with Section 3.1, Assignor shall provide all reverse engineering, tear down, testing, and other reports in its possession, custody, or control pertaining to the products of any of the Potential Infringers that relate to the Assigned Patents and agrees that such materials are not confidential or subject to the confidentiality provisions in Section 7 of this Agreement, and may be publicly disclosed and relied upon by Assignee, including in any Litigation.

1.4. Release and Partial Termination of Intercompany Licenses. Effective upon, and simultaneously with, the assignment under Section 1.1: (a) LLL hereby irrevocably assigns, releases and conveys to Assignee all of LLL's right, title and interest in, to and under the Assigned Patents, if any, including all exclusive license, sublicensing, enforcement, prosecution and power-of-attorney rights and all rights to sue for and recover damages for past, present and future infringement; (b) LFMS and LLL agree that (i) the Exclusive Patent License Agreement effective May 6, 2019 between LFMS, as licensor, and LLL, as licensee, as amended on July 24, 2019, and (ii) the Exclusive Patent License Agreement effective May 18, 2019 between LLL, as licensor, and LFMS, as licensee (together, the "Intercompany Licenses"), are each terminated solely with respect to the Assigned Patents, which shall cease to be "Licensed Patents" under each Intercompany License, and this Section 1.4, as executed by LFMS and LLL, constitutes a written amendment of each Intercompany License signed by both parties thereto; and (c) after the Effective Date, neither LFMS nor LLL shall grant any license, sublicense, release, covenant not to sue or other right under, or initiate any enforcement action with respect to, any Assigned Patent. Nothing in this Section 1.4 affects any license, sublicense, release or covenant granted to a third party prior to the Effective Date under any Existing Right.

2. **Taxes.** All taxes imposed as a result of the existence of this Agreement or the performance hereunder shall be paid by the Party required to do so by applicable law.

3. Consideration.

3.1 Upfront Payment. In return for the assignment herein, Assignee shall pay Assignor five million U.S. dollars (US$5,000,000) (the "Upfront Payment") on or before five (5) days after the Effective Date, by wire transfer of immediately available funds to Assignor's account set forth in Exhibit E, in accordance with the wire transfer procedures set forth in Exhibit E (the "Wire Transfer Procedures"). Assignor's receipt of the Upfront Payment in full is an express condition precedent to the assignment of the Assigned Patents under this Agreement and the Patent Assignment, and no right, title or interest in or to any Assigned Patent shall pass to Assignee unless and until Assignor has received the Upfront Payment in full.

3.2 Contingent Payment. In further consideration of the assignment herein, Assignee shall pay Assignor an additional five million U.S. dollars (US$5,000,000) (the "Contingent Payment") upon the first to occur of any of the following events (each, a "Trigger Event"): (i) full and global settlement of any Lawsuit; or (ii) any Favorable Verdict in a trial of any Lawsuit. The Contingent Payment is payable only once, upon the first Trigger Event to occur, and no additional amount shall be payable under this Section 3.2 upon the occurrence of any subsequent Trigger Event. Assignee shall pay the Contingent Payment within thirty (30) days after the occurrence of the first Trigger Event, by wire transfer of immediately available funds to Assignor's account set forth in Exhibit E, in accordance with the Wire Transfer Procedures.

3.3 Back-End Payment. In return for the assignment herein, and in addition to the Upfront Payment and the Contingent Payment, Assignee shall pay Assignor one and one-half percent (1.5%) of all Gross Monetization Revenue received from licensing, settlements, judgments, and/or patent infringement assertion efforts of the Assigned Patents listed in Exhibit A, on or after the Effective Date ("Back-End Payment"). The Upfront Payment and the Contingent Payment are paid by Assignee, do not constitute Gross Monetization Revenue, and shall not be credited against or reduce any amount payable under this Section 3.3. Assignee shall pay the Back-End Payment within thirty (30) days after the receipt of Gross Monetization Revenue, by wire transfer of immediately available funds to Assignor's account set forth in Exhibit E, in accordance with the Wire Transfer Procedures.

3.4 Assignee shall reimburse Assignor for reasonable (i) time away from work at their customary consulting rate not to exceed five hundred dollars (US$500) per hour, and (ii) travel expenses arising from Assignor or Assignor's affiliates or manager being required to participate in Litigation by the Assignee of the Assigned Patents (such as being subpoenaed or deposed by a defendant). Should Assignor retain independent counsel related to such participation, counsel will be at Assignor's sole expense. Assignee shall pay such reimbursement within 30 days of receiving an invoice from Assignor related to such costs. Such reimbursement is in addition to, and shall not be deducted from, any other amount payable under this Section 3.

3.5 Assignor has the right to have its outside counsel review, on an outside counsels' eyes only basis, any executed settlements, licenses or other transactions that result in Gross Monetization Revenue.

3.6 Payments made under this Agreement shall be made via wire transfer, without deduction of taxes or banking fees of any kind, in accordance with the wire information below and those instructions set forth in Exhibit E.

4. Existing Rights and Obligations

4.1 Assignee Covenant Regarding Existing Rights. Assignee acknowledges and agrees that the Assigned Patents are transferred subject to all licenses, sublicenses, covenants not to sue, releases, standstills, immunities, exhaustion rights, customer rights, supplier rights, have-made rights, and other encumbrances, granted to or for the benefit of the following third parties pursuant to the Existing Rights.

As an express condition to the effectiveness of the transfer of the Assigned Patents to Assignee, Assignee accepts the Assigned Patents subject to the Existing Rights and hereby expressly acknowledges and agrees in writing to be bound by, observe and honor all Existing Rights, including all applicable licenses, sublicenses, releases, standstills, covenants, and other rights and obligations that, under the applicable agreements, are required to bind or be honored by an assignee, transferee, successor patent owner or exclusive licensee of the Assigned Patents.

Assignee further covenants that it shall not take any action inconsistent with, or intended to impair, limit, terminate, circumvent or otherwise adversely affect any Existing Rights.

Assignee shall not sell, assign, transfer, exclusively license or otherwise dispose of any interest in any Assigned Patent unless, as an express condition to the effectiveness of such transaction, the applicable successor, assignee, transferee or exclusive licensee agrees in writing to take such interest subject to, and to be bound by and honor, all Existing Rights applicable to such Assigned Patent.

4.2 Assignee Covenant Regarding Existing Obligations. Assignee acknowledges that the Assigned Patents are subject to certain continuing contractual obligations described in Confidential Exhibit D. Assignee agrees to comply with, and not take any action inconsistent with, the obligations set forth in Confidential Exhibit D.

5. Representations and Warranties.

5.1. Assignor represents and warrants, as of the Effective Date, the following:

5.1.1. that it is the sole owner of all right, title, and interest in the Assigned Patents, other than Existing Rights; and that it has the power, right and authority to enter into and perform its obligations under this Agreement;

5.1.2. that it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

5.1.3 that this Agreement when duly executed will be a binding obligation of Assignor, enforceable in all respects against it;

5.1.4 that as of the date of this agreement there are no overdue maintenance fees relating to the Assigned Patents;

5.1.5 that, to its knowledge, all licenses, sublicenses, covenants not to sue, releases, standstills, immunities, rights, and other encumbrances to the Assigned Patents have been disclosed to Assignee as set forth in the Existing Rights; and

5.1.6 that no licenses, sublicenses, covenants not to sue, releases, standstills, immunities, rights or other encumbrances exist as to the Assigned Patents for any of the Potential Infringers or their predecessors.

5.2 Assignee represents and warrants, as of the Effective Date, the following:

5.2.1 that it has the power, right and authority to enter into and perform its obligations under this Agreement;

5.2.2 that it has taken all necessary action to authorize its execution, delivery and performance of this Agreement; and

5.2.3 that this Agreement when duly executed will be a binding obligation of Assignee, enforceable in all respects against it.

6. Limitation of Liability Each Party's total liability to the other for any and all claims arising hereunder, other than the payment obligations of Section 3, may not exceed the total consideration paid under Section 3. In no event shall either Party hereto be liable to the other for any indirect, special, incidental, or consequential loss or damages arising out of this Agreement or the rights granted hereby.

7. Confidentiality.

7.1. Each Party agrees to exercise all reasonable care (no less care than it takes to protect its own confidential information) to retain in confidence and not to disclose to any third party any Confidential Information submitted to it by the other Parties hereunder in connection with this Agreement on or prior to the Effective Date. For avoidance of doubt, the Parties shall not exchange any Confidential Information subsequent to the Effective Date absent a separate written agreement. Notwithstanding the foregoing or Section 7.3, any license agreements that Assignor makes available to Assignee (including in a data room), whether before or after the Effective Date, shall be limited to those license agreements relevant to the Assigned Patents, and shall be made available only to Assignee's outside counsel, on an outside counsels' eyes only basis. For the avoidance of doubt, none of the license agreements described in this Section 7.1 may be made available to Tech+IP Advisory, LLC or its employees/consultants or disclosed pursuant to Section 7.3(i) of this Agreement. The Parties each acknowledge that disclosure of Confidential Information could result in irreparable injury to the business and goodwill of the other, and each agrees to notify the other immediately upon discovering any unauthorized disclosure of such other Party's Confidential Information.

7.2. "Confidential Information" shall mean any confidential, trade secret or proprietary information belonging to a Party, including but not limited to this Agreement, as well as business, strategic, financial, operating, planning or technical information of a Party, however embodied, and shall also mean any other information identified by either of the Parties to this Agreement as "confidential," but shall specifically exclude information which (i) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by the receiving Party or (ii) is received by the receiving Party from a third party that, at the time of disclosure, is not known to the receiving Party to be subject to confidentiality obligations to the disclosing Party with respect to such information.

7.3. Each Party may, however, disclose Confidential Information:

(i) to those of its employees, contractors, agents, and affiliates whom disclosure is necessary in order to effectuate the matters contemplated herein, subject to obligations of confidentiality at least as stringent as those contained herein;

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

(iii) to its accountants, legal counsel, tax advisors, other financial and legal advisors, and insurers, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

(iv) in response to any subpoena, governmental mandate, regulation, discovery request, or court order, in connection with any litigation or administrative proceeding, or so as to comply with any applicable law, rule or regulation; but only subject to a protective order with the highest level of confidentiality available under such protective order for confidential information not constituting source code; provided, however, that prior to any such disclosure pursuant to this paragraph (iv), the Party seeking disclosure shall promptly notify the other Parties and take reasonable actions to minimize the nature and extent of such disclosure; or

(v) with the prior written consent of the other Parties.

7.4 Notwithstanding anything to the contrary in this Agreement, Confidential Exhibits C and D contain information that is subject to separate confidentiality obligations owed by Assignor to one or more third parties. Assignee shall not disclose Confidential Exhibits C or D or their contents except (i) as required by applicable law (including under the situations described in Section 7.3(iv) and (v)), (ii) with Assignor's prior written consent, or (iii) to its employees, directors, officers, financing sources, accountants, legal counsel and other professional advisors having a need to know and who are bound by confidentiality obligations at least as protective as those contained herein.

8. Miscellaneous.

8.1. Assignee shall bear sole responsibility for recording Assignee as the owner of the Assigned Patents under the laws of the United States. For the avoidance of doubt, the executed Patent Assignment in the form set forth in Exhibit B, and not this Agreement, shall be the document to be recorded with the USPTO and other patent offices and governmental authorities throughout the world.

8.2. Assignor and Assignee are independent contractors. Neither Assignor nor Assignee has any authority to bind the other Parties by contract or otherwise to any obligation. Any Party concerned about a legal matter or issue, or the legal effect of any document, including, without limitation, this Agreement or the Patent Assignment, has consulted with their own legal counsel for advice or opinions on which they may rely.

8.3. This Agreement and questions related to its validity, interpretation, performance, and enforcement, as well as any other claims that may ever arise between the Assignee and Assignor, whether sounding in tort, contract, or equity, shall be governed and construed according to the laws of the State of Delaware, without giving effect to choice of law principles of any state. Assignee and Assignor each submit to the exclusive jurisdiction of the state courts located in New Castle County, Delaware and to the Federal courts located in the State of Delaware as to all actions or proceedings relating in any way to this Agreement, the Patent Assignment, or on any other cause of action between them. Assignee and Assignor each further agree that such courts shall have personal jurisdiction over each of them and are a proper venue and convenient forum with respect to all such actions or proceedings.

8.4. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.5. As of the Effective Date, for avoidance of doubt, as between Assignor and Assignee, except as expressly set forth in other sections of this Agreement, the (i) prosecution, (ii) maintenance, (iii) litigation or other enforcement of the Assigned Patents, (iv) granting to third parties of licenses or releases under the Assigned Patents, and (v) any sale, assignment, or other transfer of the Assigned Patents (as well as the decision not to pursue any of the foregoing activities), shall be within the sole discretion and control of Assignee.

8.6. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, that provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement and the application thereof shall otherwise remain in full force and effect.

8.7. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.8. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

8.9. This Agreement shall be binding upon, and shall inure to the exclusive benefit of, the Parties hereto, their respective permitted successors and assigns.

8.10. The Assignor further agrees that it will not directly or indirectly contest, or assist in the contest of, the validity or enforceability of any of the Assigned Patents in any court, administrative agency, or forum. This section shall not prohibit any person or Party from providing truthful testimony in response to a lawful subpoena or other valid legal process.

8.11. Any modification of this Agreement shall be effective only if in a writing executed by all Parties.

8.12. Subsequent to the execution of this Agreement, Assignor agrees to continue to use reasonable efforts to provide relevant information, accessible by Assignor, to Assignee regarding the Assigned Patents.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the day and year first above written.

NAVITAS SEMICONDUCTOR USA, INC.
(Assignee)

By: /s/ Matthew Sant
Name: Matthew Sant
Date: 11/20/2026

LONGITUDE FLASH MEMORY SOLUTIONS LIMITED
(Assignor)

By: /s/ Paul Ahem
Name: Paul Ahem
Date: 11/20/2026

LONGITUDE LICENSING LIMITED
(Assignor)

By: /s/ Paul Ahem
Name: Paul Ahem
Date: 11/20/2026

Exhibits

Exhibit A: Assigned Patents

Exhibit B: U.S. Patent Assignment

Exhibit C: Confidential Exhibit C re: certain existing rights applicable to Assigned Patents.

Exhibit D: Confidential Exhibit D re: certain continuing contractual obligations.

Exhibit E: LFMS Wire Transfer Procedures

Exhibit F: Definitions