

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3458096

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KINEO DESIGN GROUP, LLC	03/17/2008
RECEIVING PARTY DATA		
Name:	PVT SOLAR, LLC	
Street Address:	2550 9TH STREET	
Internal Address:	SUITE 204B	
City:	BERKELEY	
State/Country:	CALIFORNIA	
Postal Code:	94701	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12761325
CORRESPONDENCE DATA		
Fax Number:	(314)612-2307	
<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:	314-621-5070	
Email:	uspatents@armstrongteasdale.com	
Correspondent Name:	RICHARD A. SCHUTH	
Address Line 1:	ARMSTRONG TEASDALE LLP	
Address Line 2:	7700 FORSYTH BLVD., SUITE 1800	
Address Line 4:	ST. LOUIS, MISSOURI 63105	
ATTORNEY DOCKET NUMBER:	33375-54 (130110.2)	
NAME OF SUBMITTER:	RICHARD A. SCHUTH	
SIGNATURE:	/Richard A. Schuth/	
DATE SIGNED:	07/28/2015	
Total Attachments: 4		
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INVENTION ASSIGNMENT AGREEMENT

WHEREAS Kineo Design Group, LLC, a limited liability company (herein termed "Assignor"), owns the entire right, title, and interest to certain inventions, including inventions embodied in patents applied for, descriptions of patentable subject matter, and trade secrets, and these inventions are described and listed in the attached Exhibit A (hereinafter "Said Inventions").

WHEREAS PVT Solar, LLC, a limited liability company (herein termed "Assignee"), is desirous of acquiring Assignor's right, title, and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates, and other forms of protection (hereinafter termed "Patents") that are or will be granted and/or applied for.

NOW, THEREFORE, this Invention Assignment Agreement ("Agreement") provides, in lieu of good and valuable consideration acknowledged by said Assignor to have been received from Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey onto said Assignee the entire right, title, and interest, on a worldwide basis, (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property, Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country or jurisdiction, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to any other proprietary right to Said Inventions.
2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy, to the fullest extent possible, the right, title, and interest herein conveyed in the United States and foreign countries or jurisdictions. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony and affidavits, execution of petitions, oaths, specifications, declarations, or other papers, presentations, and other assistance to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title, and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any application therefore and any patents, certificates, or registrations granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement and misappropriation actions and other legal proceedings. In the event the Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints

the Assignee and its duly authorized officers and agents as its agents and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Said Inventions assigned hereunder.

3. Assignor further agrees to deliver to the Assignee upon execution of this Agreement any and all tangible manifestations of the Said Inventions, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Said Inventions. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignee from and after execution of this Agreement and at the expense of the Assignee competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Said Inventions.

4. Assignor represents and warrants to the Assignee that (a) Assignor is the sole owner of Said Inventions and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Said Inventions are free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Said Inventions is an original work of Assignor, (e) to the best of Assignor's knowledge, none of Said Inventions infringe, conflict with or violate any patent or other intellectual property right of any kind (including without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Said Inventions, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding, or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Said Inventions in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Said Inventions to any third party.

5. Assignor further represents and warrants to the Assignee that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Said Inventions. Assignor agrees to promptly inform the Assignee of any such claim arising or threatened in the future with respect to the Said Inventions or any part thereof.

6. Assignor will indemnify and hold harmless the Assignee, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Assignee gives

Assignor notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. The terms and covenants of this Agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

8. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR

Kineo Design Group, LLC

By: Joshua Reed Plaisted

Signature: 

Title: President

Date: 3/17/08

ASSIGNEE

PVT Solar, LLC

By: Gordon Handelsman

Signature: 

Title: Manager

Date: March 17/08

Exhibit A List of Patent Applications

App#	App title	Filed	Inventor	Ownership Filing Date (USPTO)	Ownership Name (if provided under)	Master Number
10/855,264	Mechanism for mounting solar modules	5/26/2004	Plaisted, Joshua Reed	015399/0307	Kineo Design Group,	KINE.P101
11/332,000	Rack assembly for mounting solar modules	1/13/2006	Plaisted, Joshua Reed and West, Brian	017472/0777	Kineo Design Group,	KINE.P103
EP06733720.4	Rack assembly for mounting solar modules	1/13/2006	Plaisted, Joshua Reed and West, Brian			KINE.P103EP
2006/001593	Rack Assembly For Mounting Solar Modules	1/13/2006	Plaisted, Joshua Reed and West, Brian			KINE.P103WO
11/750,948	INTERCONNECTED SOLAR MODULE DESIGN AND SYSTEM	5/18/2007	Plaisted, Joshua Reed	019585/0364	Kineo Design Group,	KINE.P104
PCT/US07/69304	INTERCONNECTED SOLAR MODULE DESIGN AND SYSTEM	5/18/2007	Plaisted, Joshua Reed			KINE.P104WO
11/836,140	Topologies, Systems and Methods of Control for PV and Thermal Integrated Energy Supply Systems	8/8/2007	Plaisted, Joshua Reed	019669/0607	Kineo Design Group,	KINE.P105
60/821,811	Topologies & Methods of Control for PV and Thermal Integrated Energy Supply Systems	8/8/2006	Plaisted, Joshua Reed	019909/0893	Kineo Design Group,	KINE.P105P
US07/75531	Topologies & Methods of Control for PV and Thermal Integrated Energy Supply Systems	8/8/2007	Plaisted, Joshua Reed			KINE.P105WO
60/822,924	Advanced Controls and Configurations for Solar Heating & Cooling Systems	8/18/2006	Plaisted, Joshua Reed	019909/0893	Kineo Design Group,	KINE.P106P
60/824,260	Methods of Grounding Solar Modules and Mounting Systems	8/31/2006	Plaisted, Joshua Reed and West, Brian	019909/0939	Kineo Design Group,	KINE.P107P
60/824,744	Methods of Installing Mounting Channels on Building Facades	9/6/2006	Plaisted, Joshua Reed and West, Brian	019909/0939	Kineo Design Group,	KINE.P108P
R E D A C T E D						
60/544,753	SYSTEM, METHOD, AND APPARATUS FOR MOUNTING A SOLAR MODULE	2/13/2004	Plaisted, Joshua Reed	019909/0893	Kineo Design Group,	KINE.P101P
60/643,619	PV/THERMAL INTEGRATED ENERGY SUPPLY SYSTEM	1/13/2005	Plaisted, Joshua Reed	019983/0544	Kineo Design Group,	KINE.P102P
60/747,593	DESIGN FOR INTERCONNECTING SOLAR MODULES	5/18/2006	Plaisted, Joshua Reed	019983/0668	Kineo Design Group,	KINE.P104P
11/848,766	TECHNIQUE FOR ELECTRICALLY BONDING SOLAR MODULES AND MOUNTING ASSEMBLIES	8/31/2007	Plaisted, Joshua Reed and West, Brian	019909/0963	Kineo Design Group,	KINE.P107
PCT/US07/7433	TECHNIQUE FOR ELECTRICALLY BONDING SOLAR MODULES AND MOUNTING ASSEMBLIES	8/31/2007	Plaisted, Joshua Reed and West, Brian			KINE.P107WO
11/851,299	STRUT RUNNER MEMBER AND ASSEMBLY USING SAME FOR MOUNTING ARRAYS ON ROOFTOPS AND OTHER STRUCTURES	9/6/2007	Plaisted, Joshua Reed and West, Brian	019909/0963	Kineo Design Group,	KINE.P108