503811370 05/04/2016 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
		Name		Execution Date	
BRIAN D. LAKAMP				04/25/2016	
AHMED EL HUSSEINY				04/25/2016	
JEFFREY KENOFF				04/25/2016	
RECEIVING PARTY	DATA				
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NAME OF SUBMITTER:		SEAN S. WOODEN	SEAN S. WOODEN		
SIGNATURE:		/sean s. wooden/	/sean s. wooden/		
DATE SIGNED:		05/04/2016	05/04/2016		
Total Attachments: 3		1			
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ASSIGNMENT

WHEREAS, Brian D. Lakamp, Ahmed El Husseiny, and Jeffrey Kenoff, hereinafter referred to as Assignors, have invented certain new and useful improvements in

A CONFIGURABLE SOLAR-POWERED UTILITY TOWER

described in a design application for United States Letters Patent, executed by us on the date as stated below;

WHEREAS, Totem Power, Inc., a New York corporation, having its principal place of business at 88 East Patent Road, Bedford, NY 10506, United States of America, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in, to and under said improvements and said application:

NOW, THEREFORE, in consideration of Assignors' obligations to Totem Power, Inc., and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Assignce, its successors, legal representatives and assigns, Assignors' entire right, title and interest in, to and under said improvements, and said application and all regular patent applications claiming the priority of said application, and all divisions, renewals, continuations, and continuations-in-part thereof, and all United States Letters patent that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent that may hereafter be filed for said improvements in any country or countries foreign to the United States, including the full right to claim for any such application the priority benefits of the International Convention for the Protection of Industrial Property and other priority-conferring treaties, and all Letters Patent that may be granted for said improvements in any country or countries foreign to the United States and all extensions, divisions, continuations, continuations-in-part, renewals and reissues thereof; and Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said Assignce, its successors, legal representatives and assigns, in accordance with the terms of this instrument:

Assignors hereby covenant that Assignor has full right to convey the interest herein assigned, and that Assignors have not executed, and will not execute, any agreement in conflict herewith and that Assignee, Totem Power, Inc., its successors, assigns and other legal representatives shall have the right to hold and enjoy for its and their own use and benefit, to the end of the term or terms for which such Letters Patent shall or may be granted, reissued or extended as fully and completely as the same right could have been held and enjoyed by Assignors had this Assignment not been made. Assignor Ahmed El Husseiny has previously entered into Intellectual Property Rights Assignment Agreement dated March 28, 2016 (the "IPR Agreement"). To the extent there is any conflict between the present Assignment and the IPR Agreement, the IPR Agreement shall govern.

Assignors hereby further covenant and agree to communicate to Assignee, its successors, legal representatives and assigns, any and all facts known to Assignors respecting said improvements; to promptly provide Assignee with all documents relating to said improvements, said invention, and said Letters Patent as may be known or accessible to Assignors; to testify as to the same in any interference or litigation or other legal proceedings related thereto; to sign all lawful papers, execute all extensions, continuations-in-part, divisional and reissue applications; and to make all rightful oaths or declarations and generally do everything possible to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing all the rights herein conveyed for said improvements in all countries without further compensation, but at the expense of Assignee, its successors, legal representatives and assigns.

WAS:279413.1

PATENT REEL: 038453 FRAME: 0755

Ahmed El Husseiny

····· AU. Jeffrey Kenoff

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IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument this $\frac{25}{49}$ day of $\frac{25}{40}$, 2016.

Brian D. Lakamp Ahmed El Husseiny

Jeffrey Kenoff

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PATENT REEL: 038453 FRAME: 0757

RECORDED: 05/04/2016