503886677 06/23/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3933326

SUBMISSION TYPE:	NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT			
CONVEYING PARTY DATA				
Name		Execution Date		
SUNDIAL POWER PODS, LLC		04/21/2016		
STAN T. WALDROP		04/21/2016		

RECEIVING PARTY DATA

Name:	EVELYN CAPITAL LIMITED LIABILITY COMPANY			
Street Address:	100 CRESCENT COURT			
Internal Address:	SUITE 450			
City:	DALLAS			
State/Country:	TEXAS			
Postal Code:	75201			

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	8254090
Patent Number:	8816528
Patent Number:	8797719
Patent Number:	8879242
Patent Number:	8599537
Patent Number:	8792227

CORRESPONDENCE DATA

Fax Number:

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:	2148557500		
Email:	jray@munsch.com		
Correspondent Name:	JAMES R. RAY, III		
Address Line 1:	500 N. AKARD STREET		
Address Line 2:	3800		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:		10981.1	
NAME OF SUBMITTER:		JAMES R. RAY, III	

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PATENT REEL: 038999 FRAME: 0727

SIGNATURE:	/james ray/		
DATE SIGNED:	06/23/2016		
	This document serves as an Oath/Declaration (37 CFR 1.63).		
Total Attachments: 4 source=Assignment and Residual Licens	se Agreement (Sundial)#page1 tif		
source=Assignment and Residual License Agreement (Sundial)#page2.tif source=Assignment and Residual License Agreement (Sundial)#page3.tif			
source=Assignment and Residual License Agreement (Sundial)#page4.tif			

ASSIGNMENT AND RESIDUAL LICENSE AGREEMENT

A. WHEREAS, Assignor, SUNDIAL POWER PODS, LLC ("Sundial") a limited liability company of the State of Texas, having a principal place of business at 100 Crescent Court, Suite 450, Dallas, Texas 75201, is the owner by assignment of the inventions disclosed in the patents listed in the attached <u>Schedule</u> <u>A</u>, hereinafter called the "Patents", incorporated herein and made a part hereof.

B. WHEREAS, Assignor, STAN T. WALDROP, an individual whose address is 14502 Park Lake Court, Farmers Branch, Texas 75234, may have an ownership interest in the Patents.

C. WHEREAS, Assignor, KEITH A. TUCKER, an individual whose address is 100 Crescent Ct, Suite 450, Dallas, Texas 75201, may have an ownership interest in the Patents.

D. WHEREAS, the assignors SUNDIAL POWER PODS, LLC; STAN T. WALDROP and KEITH TUCKER are collectively referred to as "Assignors."

E. WHEREAS, Assignee, EVELYN CAPITAL LIMITED LIABILITY COMPANY a Delaware limited liability company, having a principal place of business at 100 Crescent Court, Suite 450, Dallas, Texas 75201, desires to secure the entire right, title and interest in the Patents and said inventions.

NOW THEREFORE, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Assignors by Assignee, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS HEREBY ASSIGN TO ASSIGNEE:

1. The entire right, title and interest in the Patents and said inventions disclosed in the Patents and in all applications claiming the benefit thereof or priority thereto and in all divisions, continuations and continuations-in-part of said applications, or reissues or extensions of Letters Patent or patents issuing therefrom or granted thereon, and in all corresponding applications which may be filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

2. The right to file foreign patent applications on said inventions disclosed in the Patents in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

3. All claims for damages and all of the remedies arising out of any infringement of any Patents or from any inventions otherwise assigned herein which may have accrued prior to the date of this assignment or may accrue, including, but not limited to, the right to sue for and collect and retain damages for past infringements of the any Patents or on any of the inventions otherwise assigned herein.

4. All right, title and interest in and to any and all other intellectual property rights owned by Assignors in all documentation, source code or other materials, if any, implementing the

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inventions set forth in the Patents.

5. Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on any patent applications related to the Patents or to any other invention otherwise assigned herein to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

6. Assignors hereby agree, without further consideration and without expense to Assignors, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignors to make this Assignment fully effective, including, by way of example but not of limitation, the following:

- a. Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said inventions, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.
- **b.** Cooperation to the best of Assignors' ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said inventions.

[SIGNATURE PAGE FOLLOWS]

This assignment and agreement shall be binding upon Assignors' heirs and legal representatives dated this 21st day of April, 2016.

SUNDIAL: POWER POBS/LLC SUND

By: Stan T. Waldrop Title: CEO

TUCKER:

A. Tach

By: Keith A. Tucker

WALDRO

By: Stan T. Waldrop

ActiveUS 128684584v.1

SCHEDULE A						
Title	Patent No.	Issue Date	Country			
Mobile Power System	8,254,090	08/28/2012	United States of America			
Mobile Power System	8,816,528	08/26/2014	United States of America			
Mobile Power System	8,797,719	08/05/2014	United States of America			
Mobile Power System	8,879,242	11/04/14	United States of America			
Möbile Power System	8,599,537	12/03/2013	United States of America			
Mobile Power System	8,792,227	07/29/2014	a se ann an			

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RECORDED: 06/23/2016

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