

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4124468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTEGRATED SOLAR GROUP LIMITED	02/03/2016
RECEIVING PARTY DATA	
Name:	PARABOLIC SOLAR TECHNOLOGIES, LLC
Street Address:	825 MARKET ST., BLDG. M, SUITE 250
City:	ALLEN
State/Country:	TEXAS
Postal Code:	75013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8215298
CORRESPONDENCE DATA	
Fax Number:	(302)449-9010
<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:	3024499010
Email:	mmclain@devlinlawfirm.com
Correspondent Name:	TIMOTHY DEVLIN
Address Line 1:	1306 N. BROOM STREET, 1ST FLOOR
Address Line 4:	WILMINGTON, DELAWARE 19806
NAME OF SUBMITTER:	TIMOTHY DEVLIN
SIGNATURE:	/S/ Timothy Devlin
DATE SIGNED:	11/02/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 12	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of the latest execution date below (the "Effective Date"), is entered into by Integrated Solar Group Limited, a company incorporated in the Isle of Man with registered address at Falcon Cliff, Palace Road, Douglas, Isle of Man IM2 4LB ("Assignor") and Parabolic Solar Technologies, LLC, a Texas limited liability company with its principal offices 825 Market St., Building M, Suite 250, Allen, Texas 75013 ("Assignee"). Each may be individually referred to as a Party and collectively may be referred to as the Parties.

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title, and interest in 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. Contemporaneous with the execution of this Agreement, Assignor shall execute and deliver to Assignee the form of patent assignment set forth in Exhibit B hereto (the "Patent Assignment"). Assignor shall further execute from time to time all other reasonable and appropriate documents, when prepared and submitted to Assignor by Assignee, which documents are necessary to effectuate fully the assignment described in Exhibit B hereof and to permit Assignee to be duly recorded as the owner of the Assigned Patents.

1.2. In the event that Assignee makes no material efforts to monetize the Assigned Patents within a period of 120 days of the Effective Date or does not succeed in monetizing the Assigned Patents within 18 months of the Effective Date, the Assignor shall have the option to re-acquire the Assigned Patents from Assignee, by execution of a separate assignment document on the terms and in the form and of Exhibit C. It is agreed that each of the following constitutes material efforts to monetize the Assigned Patents: filing a lawsuit or lawsuits involving any of the Assigned Patents; engaging in any Patent Office proceedings (for example *inter partes* review, re-examination, covered business method review, etc) regarding any of the Assigned Patents. It is further understood that the filing of one or more lawsuits regarding any of the Assigned Patents will extinguish any options or rights of Assignor under this Paragraph.

1.3. In the event that the Assignee makes no material effort to monetize the Assigned Patents as envisaged above, or otherwise fails to monetize the Assigned Patents, the Assignee shall have no claim against the Assignor for any fees, costs or expenses incurred by the Assignee as a consequence of this agreement.

1.4. The Assignee shall provide the Assignor with written progress reports on the monetization of the Assigned Patents every 30 days from the date of this agreement and shall, upon 7 days' written notice given by the Assignor to the Assignee, afford the Assignor the right to ask questions and to inspect the Assignee's records, documents and information in connection with the Assigned Patents and any efforts to monetize the Assigned Patents.

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 In return for the assignment herein:

- a. The Assignee shall assume liability for and pay all patent and other renewal fees, costs and expenses associated with the Assigned Patents for the years 2016 onwards;
- b. The Assignor shall have the right to receive thirty percent (30%) of Net Monetization Revenue related to the Assigned Patents, with the exception of Net Monetization Revenue related to the Assigned Patents and SunPower Corporation, its affiliates, its parent company, *Total S.A.* and / or other related entities, as well as entities employing the SunPower C7 Tracker (or other variants of the same) in which instance Assignor will have the right to receive Forty-Five percent (45%) of Net Monetization Revenue; and
- c. The Assignor shall hold a non exclusive license to develop and exploit the Assigned Patents, without the right to further sublicense, provided that any proceeds received by the Assignor from the exploitation of the Assigned Patents shall be paid to Assignee and included in the calculation of Net Monetization Revenue, as defined below.

3.2 Net Monetization Revenue is defined as all revenue derived from licensing, settlements, and patent infringement assertion efforts of the Assigned Patents, beginning on the Effective Date, less any Costs as defined here.

3.3 Costs are the following reasonable expenses: legal fees; maintenance fees; prosecution fees; filing fees and other court costs; local counsel fees; expert fees; witness fees; consulting and investigator fees; product reverse engineering fees; travel and lodging expenses of lawyers, third party experts and consultants; deposition costs; court reporter charges; actual telephone, postage, facsimile, copying, messenger and delivery expenses; return of any files at the conclusion of representation; computerized legal research such as LEXIS and Westlaw; and/or any other reasonable out-of-pocket expenses paid by Assignee to an unaffiliated third party. Expenses related to Assignee's operating costs, including employee salaries, travel, unless the travel is to attend a deposition, court hearing, trial or settlement conference related to the Assigned Patents or benefits, as well as offices, equipment, and other overhead will not be included in the definition of Costs.

3.4 The Assignor's share of Net Monetization Revenue shall be paid by the Assignee to the Assignor by direct bank transfer, to such account as may be nominated by the Assignor from time to time, no more than ten business (10) days after receipt by Assignee.

4. **Representations and Warranties.**

4.1. Assignor represents and warrants, as of the Effective Date, to the best of Assignor's knowledge, the following:

4.1.1. that it is the sole owner of the Assigned Patents; and that it has the power, right and authority to enter into and perform its obligations under this Agreement; and

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

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

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

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

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

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

5. **Limitation of Liability** Each Party's total liability to the other for any and all claims arising hereunder may not exceed \$2,500.00. 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.

6. **Confidentiality.**

6.1. Each Party agrees to exercise all reasonable precaution (no less precaution 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 Party hereunder 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. 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.

6.2. "Confidential Information" shall mean any confidential, trade secret or proprietary information belonging to a Party, including but not limited to this Agreement and the Exhibits hereto, as well as business, strategic, financial, operating, planning or technical information of either 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 is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by the receiving Party.

6.3. 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; and

(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; and

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

(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;

(v) to any opposing party in litigation in which a Protective Order has been entered, subject to the highest level of confidentiality available under the Protective Order; and

(vi) with the prior written consent of the other Party.

provided, however, that prior to any such disclosure pursuant to paragraph (iv) hereof, the Party seeking disclosure shall promptly notify the other Party and take reasonable actions to minimize the nature and extent of such disclosure, including designating such Confidential Information under the appropriate confidentiality provisions of any applicable protective order.

7. Indemnity

The Assignee indemnifies and holds harmless the Assignor, its directors, officers, agents and employees from and against any and all losses, liabilities, damages, expenses (including, without limitation, fees and disbursements of counsel and expenses of investigation and defence) claims, liens or other obligations of any nature whatsoever (hereinafter individually a "Loss" and collectively "Losses") which may or be or become payable by virtue of or result from the entry into this agreement, save for any Losses occasioned by their own wilful neglect, fraud or dishonesty.

8. Notices

8.1 Any notice or other communication under or in connection with this agreement shall be in writing and shall be delivered personally or by commercial courier to the party due to receive the notice or communication at its address set out above, or at such other address as the relevant party may specify by notice in writing to the other party.

8.2 Any notice or other communication shall be deemed to have been duly given if delivered personally when left at the address referred to in the immediately preceding clause, or delivered by commercial courier on the date of signature of the courier's receipt.

9. Miscellaneous.

9.1. Assignee shall bear sole responsibility and any associated fees, costs and expenses for recording Assignee as the owner of the Assigned Patents under the laws of the United States and elsewhere. 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 United States Patent Office or any other applicable patent office, which document shall be recorded by Assignee within 30 days from the Effective Date.

9.2. Assignor and Assignee are independent contractors. Neither Assignor nor Assignee has any authority to bind the other Party 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.

9.3. 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 Assignors, 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 Assignors 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 Assignors each further agree that such courts shall have person jurisdiction over each of them and are a proper venue and convenient forum with respect to all such actions or proceedings.

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

9.5. The Parties hereto each acknowledge and agree that each would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by either of the Parties hereto could not adequately be compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Parties hereto may be entitled, at law or in equity, each shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened

breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

9.6. As of the Effective Date, for avoidance of doubt, as between Assignors and Assignee, 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.

9.7. 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.

9.8. 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.

9.9. 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.

9.10. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of any Party hereto. Except and only to the extent provided by applicable statute, no such creditor shall have any rights under this Agreement.

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

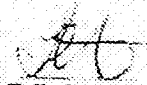
9.12. The Assignors further agree that they will not, directly or indirectly, attempt in any way to invalidate any of the Assigned Patents, or attempt in any way to render unenforceable any of the Assigned Patents. This section shall not prohibit any person or party from providing truthful testimony in response to a lawful subpoena or other valid legal process.

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

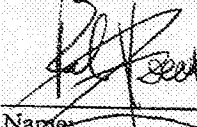
IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be duly executed as of the day and year first above written.

Parabolic Solar Technologies, LLC (Assignee)

Integrated Solar Group Limited (Assignor)

By: 
Name: Erik S. Stamell
Title: Managing Member

Date: 2-2-16


Name: Robert Howell
Title: Director & Managing Member

Date: 3 2 2016

EXHIBIT A

Patents:

US 8215298 B2 Solar module system of the parabolic concentrator type

EP 1987549 B1 Solar module system of the parabolic concentrator type

DE102006009412 A1 Solarmodulsystem mit Tragstruktur

EP 1987546 A2 Solar module system with support structure

CN 200780006263 CN 101390222B Solar module system of the parabolic concentrator type

CN200780006386 CN 101390221B Solar module system with support structure

Patent Applications:

EXHIBIT B

U.S. PATENT ASSIGNMENT

WHEREAS, Integrated Solar Group Limited (“Assignor”), is the owner of (i) United States Patent and Patent Applications listed in Exhibit A and the following (ii) through (iv) to the extent Assignor owns, controls or has the right to license or enforce them at any time: (ii) any patents or patent applications that claim priority directly or indirectly from any of the foregoing patent(s) in subsection (i), or from which priority is directly or indirectly claimed by any such patent(s) in subsection (i), or that have common priority with any such patent(s) in subsection (i); (iii) any foreign counterparts, foreign related patents, continuations, divisionals, continuations-in-part, extensions, substitutions, reissues, renewals and all results of oppositions, reexaminations, supplemental examinations, requests for continued examination and other review procedures of any of the foregoing in subsections (i) and (ii); and (iv) all patents issuing on patent applications covered by any of the foregoing subsections (i) through (iii) (together the “Assigned Patents”).

WHEREAS, Parabolic Solar Technologies, LLC, a Texas limited liability company (“Assignee”) is desirous of acquiring title in and to the Assigned Patents.

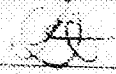
WHEREAS, Assignor is the owner of any and all right, title, and interest in and to the Assigned Patents.

WHEREAS, Assignor desires to sell, assign, and transfer all its right, title, and interest in the Assigned Patents to Assignee, and Assignee desires to obtain all such right, title, and interest in the Assigned Patents from Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys unto Assignee, its permitted successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Patents, together with all claims, demands, or causes of action that Assignor has or might have by reason of any infringement of the Assigned Patents prior to the effective date of this assignment, including the right to sue and collect damages for all past, present and future infringement and all lost profits resulting therefrom.

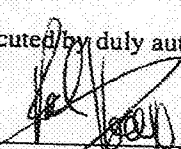
The Assignee shall pay all fees, costs charges and expenses associated with the assignment of the Assigned Patents from the Assignor to the Assignee.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties on the dates below.


Signature

Name Eric Stinson

Date: 2-2-16


Signature

Name Robert Howard

Date: 3 Feb 2016

Exhibit A

US 8215298 B2 Solar module system of the parabolic concentrator type

EP 1987549 B1 Solar module system of the parabolic concentrator type

DE102006009412 A1 Solarmodulsystem mit Tragstruktur

EP 1987546 A2 Solar module system with support structure

CN 200780006263 CN 101390222B Solar module system of the parabolic concentrator type

CN200780006386 CN 101390221B Solar module system with support structure

EXHIBIT C

U.S. PATENT ASSIGNMENT

WHEREAS, ("Assignor"), is the owner of (i) United States Patent and Patent Applications listed in Exhibit A and the following (ii) through (iv) to the extent Assignor owns, controls or has the right to license or enforce them at any time: (ii) any patents or patent applications that claim priority directly or indirectly from any of the foregoing patent(s) in subsection (i), or from which priority is directly or indirectly claimed by any such patent(s) in subsection (i), or that have common priority with any such patent(s) in subsection (i); (iii) any foreign counterparts, foreign related patents, continuations, divisionals, continuations-in-part, extensions, substitutions, reissues, renewals and all results of oppositions, reexaminations, supplemental examinations, requests for continued examination and other review procedures of any of the foregoing in subsections (i) and (ii); and (iv) all patents issuing on patent applications covered by any of the foregoing subsections (i) through (iii) (together the "Assigned Patents").

WHEREAS, ("Assignee") is desirous of acquiring title in and to the Assigned Patents.

WHEREAS, Assignor is the owner of any and all right, title, and interest in and to the Assigned Patents.

WHEREAS, Assignor desires to sell, assign, and transfer all its right, title, and interest in the Assigned Patents to Assignee, and Assignee desires to obtain all such right, title, and interest in the Assigned Patents from Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration of One US Dollar (\$1), the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys unto Assignee, its permitted successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Patents, together with all claims, demands, or causes of action that Assignor has or might have by reason of any infringement of the Assigned Patents prior to the effective date of this assignment, including the right to sue and collect damages for all past, present and future infringement and all lost profits resulting therefrom.

The Assignee shall pay all fees, costs charges and expenses associated with the assignment of the Assigned Patents from the Assignor to the Assignee.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties on the dates below.

Signature

Signature

Name
Date:

Name
Date:

Exhibit A

Patents:

US 8215298 B2 Solar module system of the parabolic concentrator type

EP 1987549 B1 Solar module system of the parabolic concentrator type

DE102006009412 A1 Solarmodulsystem mit Tragstruktur

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