

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4771028

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SYNAPSE WIRELESS, INC	11/20/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SHOALS TECHNOLOGIES GROUP, LLC	
<b>Street Address:</b>	1400 SHOALS WAY	
<b>City:</b>	PORTLAND	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37148	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14799351
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)478-0400	
<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>		
<b>Phone:</b>	202-827-2950	
<b>Email:</b>	BassBerryPatentDocket@bassberry.com	
<b>Correspondent Name:</b>	BASS, BERRY & SIMS PLC	
<b>Address Line 1:</b>	P.O. BOX 14532	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20044	
<b>ATTORNEY DOCKET NUMBER:</b>	121090-110	
<b>NAME OF SUBMITTER:</b>	SHU CHEN	
<b>SIGNATURE:</b>	/Shu Chen/	
<b>DATE SIGNED:</b>	01/11/2018	
<b>Total Attachments: 6</b>		
source=121090-110_AssignmentCoverSheet_Assignment#page1.tif		
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source=121090-110_AssignmentCoverSheet_Assignment#page6.tif		

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Synapse Wireless, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) November 20, 2017

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Shoals Technologies Group, LLC

Internal Address: \_\_\_\_\_

Street Address: 1400 Shoals Way

City: Portland

State: Tennessee

Country: USA Zip: 37148

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

14/799,351

B. Patent No.(s)

8,508,071

9,470,721

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: BASS, BERRY & SIMS PLC

Internal Address: \_\_\_\_\_

Street Address: 1201 Pennsylvania Avenue

Suite 300

City: Washington

State: D.C. Zip: 20004

Phone Number: 202-827-2950

Docket Number: 121090-110

Email Address: bassberrypatentdocket@bassberry.com

**6. Total number of applications and patents involved:** Three (3)

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 00.00

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☒ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

/Shu Chen/

Signature

January 11, 2018

Date

Shu Chen

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

**REEL: 044592 FRAME: 0804**

## **Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

**SCHEDULE 2**  
**PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of November 20, 2017 ("Effective Date"), by and between Synapse Wireless, Inc., a Delaware corporation with a principal place of business at 6723 Odyssey Drive, Huntsville, Alabama 35806 ("Assignor"), and Shoals Technologies Group, LLC, a Tennessee limited liability company with a principal place of business at 1400 Shoals Way, Portland, Tennessee 37148 ("Assignee"). Assignor and Assignee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are Parties to that certain Purchase Agreement of even date herewith (the "Agreement"), pursuant to which Assignor agreed to sell, transfer, assign, and set over under Assignee all of its right, title, and interest in and to the certain Patents (as defined in the Agreement) listed in Exhibit A (the "Assigned Patents");

WHEREAS, Assignor owns the Assigned Patents;

WHEREAS, pursuant to the Agreement, Assignee acquired all right, title, and interest to the Assigned Patents; and

WHEREAS, the Parties desire to enter into this Assignment to effectuate the purposes contemplated by the Agreement, assign the Assigned Patents from Assignor to Assignee, and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns, conveys, transfers, and sets over absolutely to Assignee, the entire right, title, and interest in and to the Assigned Patents, for the United States and for all foreign countries, including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof, or continuations or continuations-in-part, and including the subject matter of all claims that may be obtained therefrom, and to any and all inventions which are disclosed by the Assigned Patents but not claimed except this Assignment shall not include any invention that is only disclosed by the Assigned Patents through incorporation by reference, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as specified in the Agreement. For avoidance of doubt, this Assignment shall not assign, convey, transfer, or set over any right, title or interest in and to U.S. Patent Application No. 12/463,050 (now U.S. Patent No. 8,035,491).

2. Assignor authorizes and requests the Commissioner of Patent and Trademarks (and any other non-U.S. patent issuing counterpart) to record Assignee as owner of the Assigned Patents, including any divisions, reissues, reexaminations, or extensions thereof or continuations or continuations-in-part, and to issue any and all letters patent of the United States and any foreign

jurisdiction thereon to Assignee, as assignee of the entire right, title, and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives as specified in the Agreement.

3. Assignor hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents reasonably necessary to assign fully the Assigned Patents to Assignee, its successors, assigns, and legal representatives as specified in the Agreement at Assignee's expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, or continuation applications and preliminary or other statements and, upon Assignee's reasonable request and expense, the giving of testimony in any interference or other proceeding in which the Assigned Patents may be involved.

4. If any term, provision, covenant, or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

5. The terms of the Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein.

6. This Assignment is absolute, exclusive, and irrevocable.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

SYNAPSE WIRELESS, INC.

By: 

Name:

Jason Reinhardt

Title:

CFO

**ASSIGNEE:**

SHOALS TECHNOLOGIES GROUP, LLC

By: 

Name:

Jason White

Title:

President

**EXHIBIT A  
ASSIGNED PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Appl. No. Appl. Date</b>	<b>Patent No. Issue Date</b>	<b>Status</b>
SYSTEMS AND METHODS FOR COMBINING CURRENT FROM SOLAR POWER ARRAYS	United States	12/973,523 December 20, 2010	8,508,071 August 13, 2013	Issued
SYSTEMS AND METHODS FOR CURRENT SENSING ELEMENTS FOR USE IN APPLICATIONS ASSOCIATED WITH DIFFERENT PEAK CURRENT LEVELS	United States	13/949,489 July 24, 2013	9,470,721 October 18, 2016	Issued
SOLAR PANEL LOCATION DETECTION SYSTEM AND METHOD	United States	14/799,351 July 14, 2015	n/a	Pending