

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4809316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEI-HUAN YANG	01/23/2018
CHENG-LIANG WU	01/23/2018
REMIGIO PERALES	01/23/2018
KUN-HSIEN CHEN	01/23/2018
WEI-SHENG CHAO	01/23/2018
YING-LIN TSENG	01/23/2018
TE-CHIH HUANG	01/23/2018
JHENG-SYUAN SHIH	01/23/2018
MU-KAI SU	01/23/2018
TERRY ZAHURANEC	10/23/2011
RECEIVING PARTY DATA	
Name:	MH GOPOWER COMPANY LIMITED
Street Address:	NO. 6-2, LUKE 3RD ROAD
City:	KAOHSIUNG CITY
State/Country:	TAIWAN
Postal Code:	821
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15888293
CORRESPONDENCE DATA	
Fax Number:	(216)579-6073
<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:	216-579-1700
Email:	rkoll@pearne.com
Correspondent Name:	PEARNE & GORDON LLP
Address Line 1:	1801 EAST 9TH STREET
Address Line 2:	SUITE 1200
Address Line 4:	CLEVELAND, OHIO 44114-3108
ATTORNEY DOCKET NUMBER:	57176US1

PATENT

NAME OF SUBMITTER:	MICHELLE E. TOCHTROP
SIGNATURE:	/michelleetochtrop/
DATE SIGNED:	02/05/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 15 source=MHGO-57176US1--Declaration-Assignment_Signed#page1.tif source=MHGO-57176US1--Declaration-Assignment_Signed#page2.tif source=MHGO-57176US1--Declaration-Assignment_Signed#page3.tif source=MHGO-57176US1--Declaration-Assignment_Signed#page4.tif source=MHGO-57176US1--Declaration-Assignment_Signed#page5.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page1.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page2.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page3.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page4.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page5.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page6.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page7.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page8.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page9.tif source=MHGO-57176US1-SUB_OATH-aia0002_Signed#page10.tif	

**DECLARATION AND ASSIGNMENT
FOR US UTILITY OR DESIGN PATENT APPLICATION**

Attorney Docket No.: MHGO-57176US1

As a below-named inventor, I hereby declare that:

this declaration is directed to the application entitled:

POWER OVER FIBER ENABLED SENSOR SYSTEM

(check only one item below)

☒ attached hereto,

OR

☐ filed on (YYYY/MM/DD) _____ as United States Application Number or
PCT International Application Number _____.

The above-identified application was made or authorized to be made by me.

I believe I am the original inventor or an original joint inventor of a claimed invention in the above-identified application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, new and useful improvements have been made by the undersigned as described in the above-identified application.

WHEREAS, MH GoPower Company Limited, having a place of business at No. 6-2, Luke 3rd Road, Luzhu District, Kaohsiung City 821, Taiwan, hereinafter referred to as "assignee", is desirous of acquiring all right, title, and interest throughout the world in, to, and under said improvements and inventions and patent rights therefor.

NOW, THEREFORE, be it known that, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all right, title, and interest, in the United States and throughout the world, in, to and under said improvements and inventions and all patents, patent applications, patent rights, and inventors' certificates thereof, therefor, and therein, including without limitation said application for patent in the United States, all divisions and continuations thereof, all patents which may be granted thereon, all reissues and extensions thereof, all right to sue for past infringement thereunder, all patents which may be granted for said improvements and inventions by states or nations other than the United States, or by other authority, entity, or organization, and all applications therefor, have been and are hereby sold, assigned, transferred, and delivered unto assignee, its successors and

assigns by the undersigned; and it is covenanted and agreed by the undersigned, and for executors, administrators, and legal representatives of the undersigned, that at assignee's request any and all applications, affidavits, assignments, and other instruments will be made, executed, and delivered as may be necessary, or desirable to secure for or vest in assignee, its successors or assigns, any improvement, inventions, right, title, interest, application, patent, patent right or other right or property covered by this assignment, and the United States Commissioner of Patents and Trademarks is hereby requested and authorized to issue any and all United States patents granted on any of said applications to assignee as owner of the entire right, title, and interest in, to, and under the same, and appropriately empowered officials of foreign countries are hereby authorized to issue any letters patent granted on any of said applications to assignee as owner of the entire right, title and interest in, to, and under the same.

IN WITNESS WHEREOF, this declaration and assignment has been executed below by the undersigned:

Legal Name of Inventor: Mei-huan YANG

Signature of Inventor: Mei-huan Yang

Date: 1/23/2018

Witness: Qiyi Chen

Witness: Wei-Sheng Chao

[X] Signatures of additional inventors on attached sheet(s)

Notice to Inventor(s): A person may not execute this declaration unless that person has reviewed and understands the contents of the above-identified application, including the claims.

Notice to Inventor(s): A person may not execute this declaration unless that person is aware of the duty to disclose to the US Patent and Trademark Office all information known to the person to be material to patentability as defined in 37 CFR 1.56.

Additional Inventor(s)

Legal Name of Inventor: Cheng-liang WU

Signature of Inventor: Cheng-liang WU

Date: 1/23/2018

Witness: Kun-Hsien Chen

Witness: Ying-Lin Teng

Legal Name of Inventor: Terry Zahuranec

Signature of Inventor: _____

Date: _____

Witness: _____

Witness: _____

Legal Name of Inventor: Remigio Perales

Signature of Inventor: Remigio Perales

Date: 1/23/2018

Witness: Mauricio

Witness: Cheng-liang WU

Legal Name of Inventor: Kun-Hsien Chen

Signature of Inventor: Kun-Hsien Chen

Date: 1/23/2018

Witness: Cay Ly Lu

Witness: Je chih Huang

Legal Name of Inventor: Wei-sheng Chao

Signature of Inventor: Wei-sheng Chao

Date: 1/23/2018

Witness: Je chih Huang

Witness: Jheng syuan Shih

Legal Name of Inventor: Ying-lin Tseng

Signature of Inventor: Ying-lin Tseng

Date: 1/23/2018

Witness: Kun-Hsien Chen

Witness: Mu-kai Su

Legal Name of Inventor: Te-chih Huang

Signature of Inventor: Te chih Huang

Date: 1 / 23 / 2018

Witness: Jheng syuan Shih

Witness: Wei-Sheng Chao

Legal Name of Inventor: Jheng-syuan Shih

Signature of Inventor: Jheng syuan Shih

Date: 1/23/2018

Witness: Te chih Huang

Witness: Wei-Sheng Chao

Legal Name of Inventor: Mu-kai Su

Signature of Inventor: Mu-kai Su

Date: 1/23/2018

Witness: Kun-Hsien Chen

Witness: Ying-Lin Tseng

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	POWER OVER FIBER ENABLED SENSOR SYSTEM		
This statement is directed to:			
<input checked="checked" type="checkbox"/> The attached application,			
OR			
<input type="checkbox"/> United States application or PCT international application number _____ filed on _____.			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Terry Zahuranec			
Residence (except for a deceased or legally incapacitated inventor):			
City	North Olmsted	State	OH
		Country	US
Mailing Address (except for a deceased or legally incapacitated inventor):			
26160 Walnut Lane			
City	North Olmsted	State	OH
		Zip	44070
		Country	US
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input checked="checked" type="checkbox"/> Assignee,			
<input type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased,
☐ Inventor is under legal incapacity,
☐ Inventor cannot be found or reached after diligent effort, or
☒ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: Mei-huan Yang

Date (Optional): 1/31/2018

Signature: 

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

MH GoPower Company Limited

Applicant Name:

Title of Person Executing This Substitute Statement: Chairman

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City: Kaohsiung City

State:

Country: TW

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City:

State:

Zip:

Country:

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Employee Confidentiality Agreement ("Agreement") is entered into this 23rd day of October, 2011, between GreenField Solar Inc. ("GSI") and Terry Zahuranec ("Employee").

RECITALS

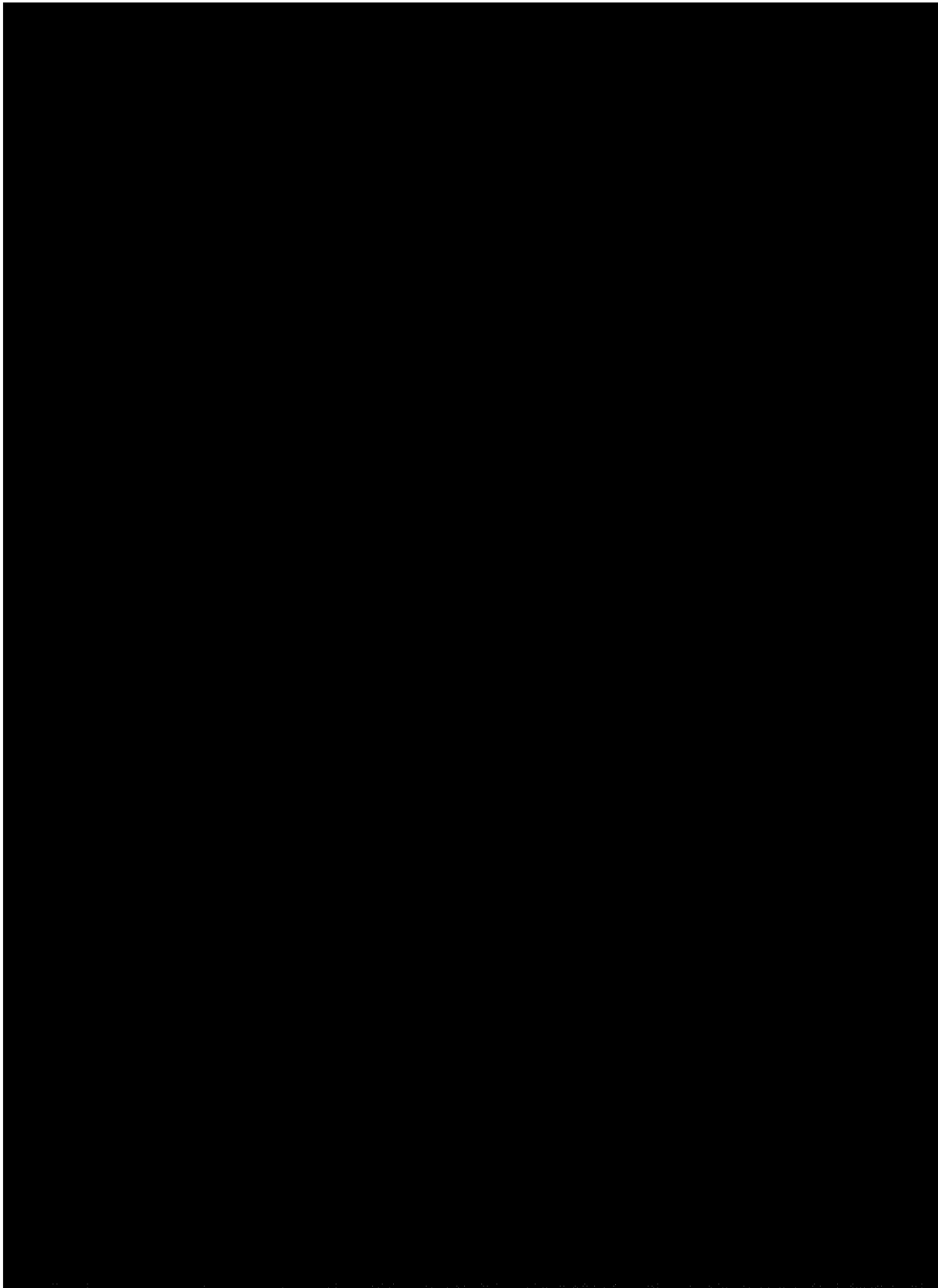
A. GSI and its parent, MH Solar Co. Ltd. ("MHS"), together, with GFS, as hereinafter defined, the "Related Companies", are engaged in the business of solar energy and PV systems. The Related Companies may in the future expand their business to additional products and services.

B. GSI wishes to employ Employee in a sensitive position with access to, and requiring knowledge of, the Related Companies' proprietary and commercially valuable information, including trade secrets and strategic information. Employee also will have contact with the Related Companies' customers. Unauthorized use or disclosure of such information, or interference with the Related Companies' relationships with customers, could cause the Related Companies irreparable injury. This Agreement is intended to assure that the Related Companies' proprietary information and materials and relationships with the Related Companies' customers will be protected both during and after Employee's employment. Employee understands the need for this commitment and makes it willingly.

AGREEMENTS

In consideration of Employee's employment by GSI, and the other covenants in this Agreement, the parties agree as follows:





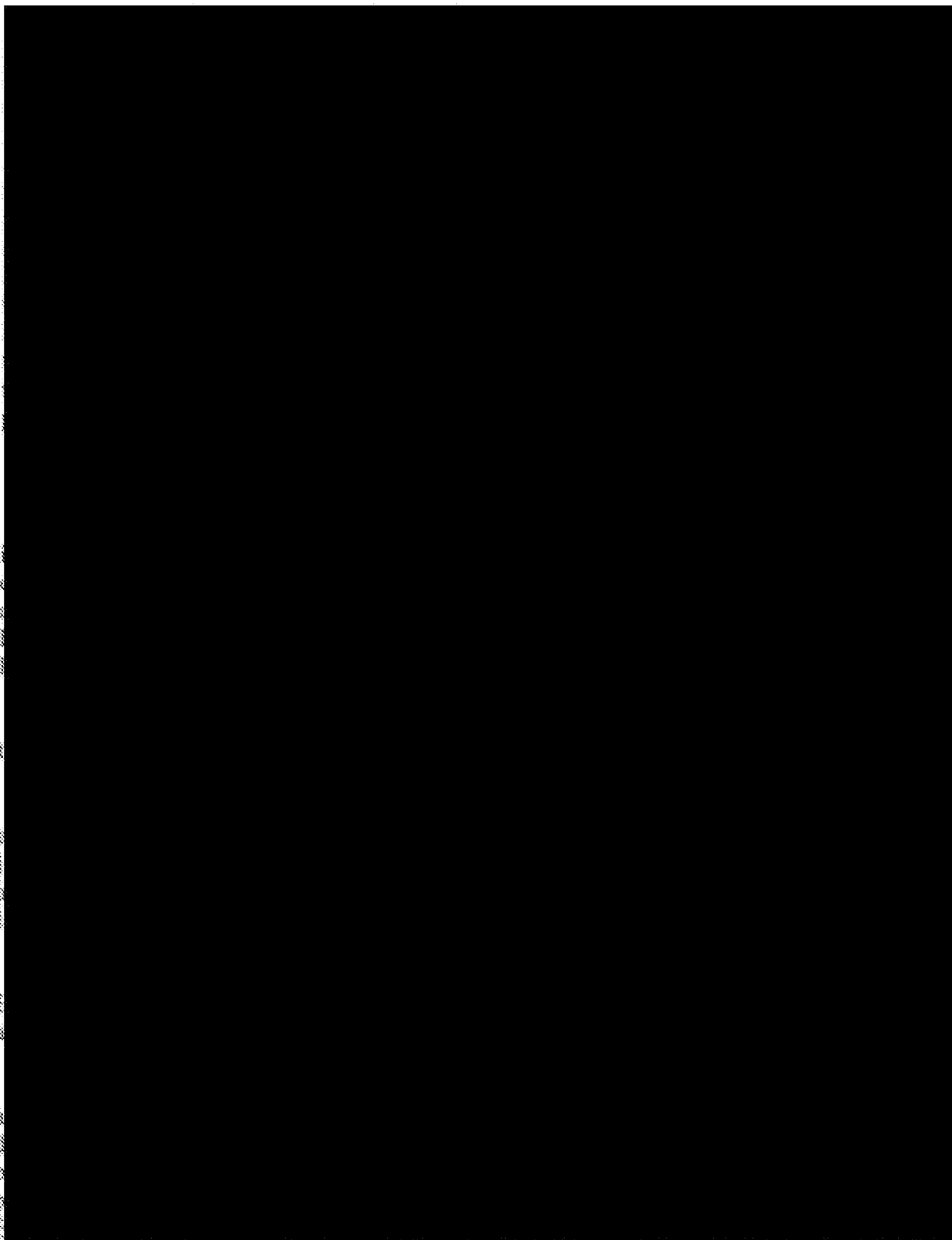
5. New Inventions. Employee agrees to make prompt and full disclosure to GSI to hold in trust for the sole benefit of GSI, and to assign exclusively to GSI all of Employee's rights, title and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, products, improvements and trade secrets (collectively "Inventions") that Employee solely or jointly may conceive, develop, reduce to practice or otherwise produce during Employee's employment with GSI. Employee waives and quitclaims to GSI any and all claims of any nature whatsoever that Employee now has or may have in the future for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to GSI.

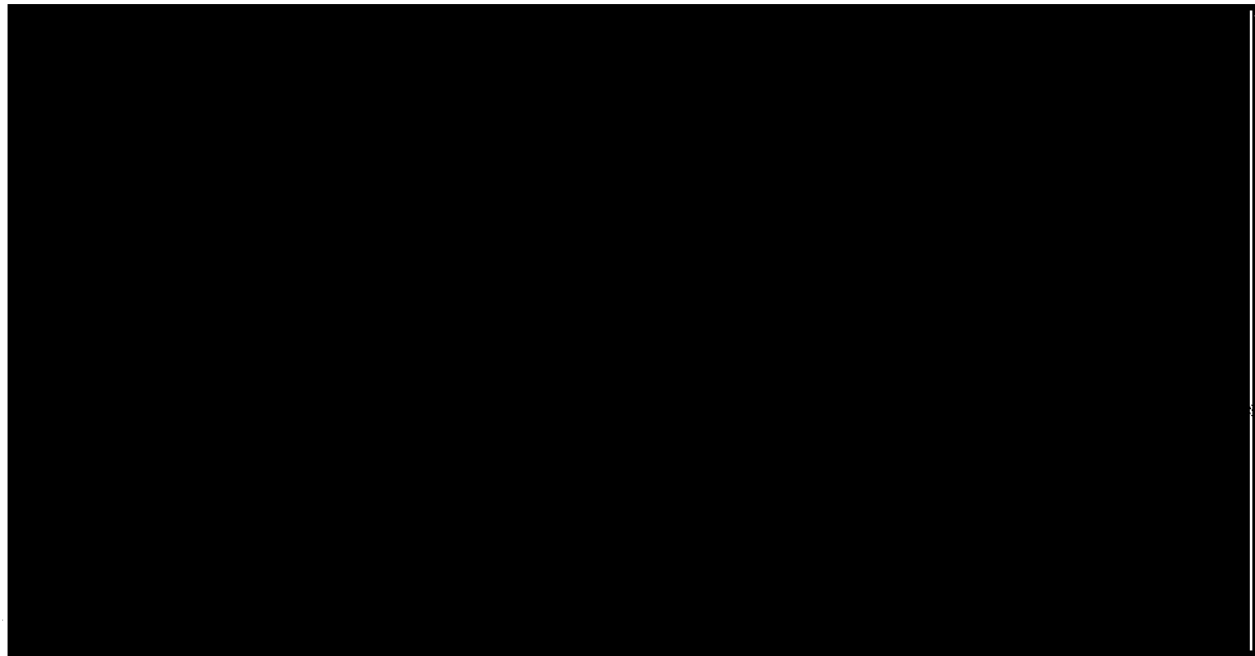
NOTICE: Employee's obligation to assign does not apply to any Invention that was developed entirely on Employee's own time without using any equipment, supplies, facilities, or trade secret information of the Related Companies; and

- (a) does not relate (i) directly to the business of the Related Companies or (ii) to the actual or demonstrably anticipated research or development of the Related Companies; and
- (b) does or did not result from any work performed by Employee for GSI

Both during and after the termination of Employee's employment at GSI, Employee agrees to execute all documents and take all other actions reasonably requested by GSI in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify or deliver any such document reasonably requested by GSI, Employee hereby irrevocably appoints GSI and its authorized officers and agents as Employee's

agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify or deliver any such document (as applicable) on Employee's behalf.





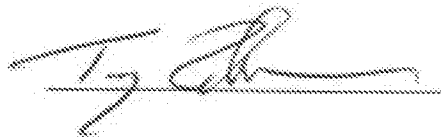
11. Legal Representation. Employee has consulted with counsel of his/her own choosing before signing this Agreement, or has knowingly and voluntarily waived the right to do so. Employee understands this Agreement and acknowledges that the restrictions in this Agreement are fair and reasonable.

GreenField Solar Inc.

By: 

Neil Sater, President

Terry Zahuranec, EMPLOYEE



Excluded and Licensed Inventions (if any):

GreenField Solar Inc.

Action By Directors by Written Consent in Lieu of a Meeting

Pursuant to the authority of Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the directors of GreenField Solar Inc.(the "Corporation"), do hereby adopt the following resolutions by unanimous affirmative written vote, approval and consent in lieu of a meeting:

Change of Name

WHEREAS, it is hereby deemed to be advisable and in the best interests of the Corporation to change the name of the Corporation.

NOW, THEREFORE, IT IS RESOLVED, that the Articles of Incorporation be amended to change the name of the Corporation as follows:

"The name of the corporation is: GoPowerX, Inc."

Change of Principal Office

RESOLVED, that the principal office of the Company shall initially be at:

"283 Eastern Avenue, Oberlin, OH 44074"

Stock Issuance

WHEREAS, the Directors believe it is in the Corporation's best interest to amend the Certificate of Incorporation of the Corporation to increase the number of the Corporation's authorized capital stock up to 3,530,000 shares of Common Stock, \$.01 par value per share (the "Common Stock").

WHEREAS, in connection with increasing the authorized number of shares of Common Stock the Corporation will issue up to 3,530,000 shares of the newly authorized Common Stock to MH GoPower Company Limited the sole stockholder ("Stockholder") of the Corporation.

NOW, THEREFORE, IT IS RESOLVED, that the Directors of the Corporation hereby adopt Amended and Restated Certificate of Incorporation, in the form attached hereto as Exhibit A (the "Amended and Restated Certificate of Incorporation"), pursuant to which the authorized number of shares of Common Stock shall be increased to 3,530,000.

Authorization of Further Actions

RESOLVED, that the Amended and Restated Certificate of Incorporation be presented to the Stockholder of the Corporation for approval.

RESOLVED FURTHER, that following Stockholder approval, any officer of the Corporation be, and each acting singly or jointly hereby is, for and on behalf of the Corporation, authorized to execute and file the Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware in accordance with Sections 103 and 242 of the Delaware General Corporation Law, and to take such further actions as may be necessary or desirable to accomplish the purposes of these resolutions.

RESOLVED, FURTHER, that upon the filing of the Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware, any officer of the Corporation is hereby authorized and directed to issue to the Stockholder of the Corporation a certificate representing shares of Common Stock of the Corporation in an amount up to, but not to exceed, 3,530,000 shares of Common Stock of the Corporation.

RESOLVED, FURTHER, that any officer of the Corporation, either alone or in conjunction with any other officer, is hereby authorized, for and on behalf of the Corporation, to do and perform such other acts and things and to make, execute, deliver, file and record such other agreements, instruments, certificates and other documents, including amendments thereof, and to pay such fees, costs and expenses, as may in the officer's judgment be necessary or appropriate to carry out and comply with, or evidence compliance with, the terms, conditions and provisions of these resolutions, the Amended and Restated Certificate of Incorporation and such other agreements, certificates, instruments and documents as may be delivered by or on behalf of the Corporation in connection therewith.

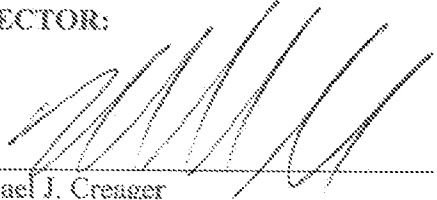
RESOLVED FURTHER, that all actions taken by the officers, agents or representatives of the Corporation, for and on behalf of the Corporation, in connection with the transactions described or referred to in these resolutions, whether heretofore or hereafter done or performed, which are in conformity with the intent and purposes of these resolutions, the Amended and Restated Certificate of Incorporation be and are hereby confirmed, ratified and approved in all respects.

RESOLVED FURTHER, that any officer of the Corporation, be and hereby is authorized and directed to take such further action from time to time, in the name and on behalf of the Corporation, as may be deemed advisable with respect to the transactions contemplated by the Amended and Restated Certificate of Incorporation and all other matters that are the subject of the foregoing resolutions, to perform or cause to be performed all of the obligations of the Corporation related thereto, and to execute and deliver any and all agreements, instruments, certificates and other documents in connection therewith.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Directors have executed and delivered this instrument as of this 28th day of July, 2017.

DIRECTOR:



Michael J. Creager