

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4822279

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the STATE OF INCORPORATION TO A DELAWARE CORPORATION FROM A NEW YORK CORPORATION previously recorded on Reel 038453 Frame 0754. Assignor(s) hereby confirms the STATE OF INCORPORATION IS DELAWARE.

**CONVEYING PARTY DATA**

Name	Execution Date
BRIAN D. LAKAMP	04/25/2016
AHMED ELHUSSEINY	04/25/2016
JEFFREY KENOFF	04/25/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	TOTEM POWER, INC.
<b>Street Address:</b>	7 HILL STREET
<b>City:</b>	BEDFORD HILLS
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10507

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	29563325

**CORRESPONDENCE DATA**

**Fax Number:** (781)401-9966  
*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.*

**Email:** dm@dc-m.com

**Correspondent Name:** DALY, CROWLEY, MOFFORD & DURKEE, LLP

**Address Line 1:** 354A TURNPIKE STREET

**Address Line 2:** SUITE 301A

**Address Line 4:** CANTON, MASSACHUSETTS 02021-2714

<b>ATTORNEY DOCKET NUMBER:</b>	TOTEM-003PUS
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER S. DALY
<b>SIGNATURE:</b>	/csd/
<b>DATE SIGNED:</b>	02/12/2018

**Total Attachments: 6**

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**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
BRIAN D. LAKAMP	04/25/2016
AHMED EL HUSSEINY	04/25/2016
JEFFREY KENOFF	04/25/2016
<b>RECEIVING PARTY DATA</b>	
Name:	TOTEM POWER, INC.
Street Address:	88 EAST PATENT ROAD
City:	BEDFORD
State/Country:	NEW YORK
Postal Code:	10506
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29563325
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(202)662-2739
Phone:	202-662-2738
Email:	dcipdocketing@akllp.com, kmcdermott@akllp.com
<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>	
Correspondent Name:	SEAN S. WOODEN
Address Line 1:	ANDREWS KURTH LLP
Address Line 2:	1350 I STREET NW, SUITE 1100
Address Line 4:	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	34502-003 DESIGN (227824)
<b>NAME OF SUBMITTER:</b>	SEAN S. WOODEN
Signature:	/sean s. wooden/

Date:

05/04/2016

Total Attachments: 3

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RECEIPT INFORMATION

EPAS ID: PAT3858018

Receipt Date: 05/04/2016

ASSIGNMENT

WHEREAS, Brian D. Lokung, Ahmed El Hussainy, and Jeffrey Kneoff, 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;

*Transferred to A.E. 11/2/17*

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:

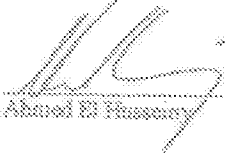
NOW, THEREFORE, in consideration of Assignors' obligations to Totem Power, Inc., and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Assignee, 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 obtaining 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 renewals 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 renewals 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 Assignee, 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, renewed 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 Hussainy 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, continuations-in-part, divisional and renewals 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.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument this  
25th day of April, 2016.

  
\_\_\_\_\_  
Brian D. Lehman

  
\_\_\_\_\_  
Ahmed El Husseiny

\_\_\_\_\_  
[Signature]

WAS279413.1

ASSIGNMENT

WHEREAS, Brian D. Lakamp, Ahmed El Hussein, 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 ~~Massachusetts~~ <sup>Delaware</sup> 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 Assignee, 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 Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

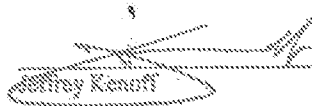
Assignors hereby covenant that Assignor has full right to convey the interest herein assigned, and that Assignors have not executed, and will not execute, any agreement in conflict herewith and that Assignee, Totem Power, Inc., its successors, assigns and other legal representatives shall have the right 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 Hussein 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, 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.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument this  
25th day of April, 2016.

  
\_\_\_\_\_  
Brian D. Lakamp

\_\_\_\_\_  
Ahmed El Hussainy

  
\_\_\_\_\_  
Jeffrey Kowitz