

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5461596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THERMAL RESOURCE TECHNOLOGIES, INC	04/05/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	POWER WEST ENERGY INDIANA, LLC
<b>Street Address:</b>	1439 BEACON WAY
<b>City:</b>	CARMEL
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46032
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9170057
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)927-8279
<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>	317-927-8465
<b>Email:</b>	vic@im-iplaw.com
<b>Correspondent Name:</b>	E. VICTOR INDIANO
<b>Address Line 1:</b>	9795 CROSSPOINT BLVD #185
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46250
<b>NAME OF SUBMITTER:</b>	E. VICTOR INDIANO
<b>SIGNATURE:</b>	/E. Victor Indiano/
<b>DATE SIGNED:</b>	04/06/2019
<b>Total Attachments: 4</b>	
source=01 - assignment from Thermal resources to Power west energy 05 april 2019 #page1.tif	
source=01 - assignment from Thermal resources to Power west energy 05 april 2019 #page2.tif	
source=01 - assignment from Thermal resources to Power west energy 05 april 2019 #page3.tif	
source=01 - assignment from Thermal resources to Power west energy 05 april 2019 #page4.tif	

## PATENT NO. 9,170,057 ASSIGNMENT

Thermal Resource Technologies, Inc., a corporation of the State of Indiana, having a principal place of business at 9263 Castlegate Drive, Indianapolis, IN 46256, hereinafter referred to as the "Assignor," owns certain items of intellectual property, which may include one or more: patents, patent applications, copyrights, trademarks, and/or trade secrets, all of which are individually and jointly hereinafter referred to as Assignor's "Intellectual Property," and which include but is not limited to the specific items identified in the attached Exhibit A, and specifically including but not limited to U.S. Patent No. 9,170,057, which matured from U.S. Application No. 13/396,707, filed February 15, 2012, hereinafter referred to as the "Patent."

Power West Energy Indiana, LLC., a corporation of the State of Indiana, having a principal place of business at 1439 Beacon Way, Carmel, IN 46032, hereinafter referred to as the "Assignee," desires to acquire all of Assignor's Intellectual Property, and all rights related thereto, and did so on March 14, 2013 pursuant to an Asset Contribution Agreement and related Board consents of Even Date.

THEREFORE, For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, Assignor Thermal Resource Technologies, Inc., as of the Effective Date of 28 March 2019 does (and did) hereby grant, assign, sell, and transfer unto Assignee Power West Energy Indiana, LLC., all of Assignor's Intellectual Property, and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which includes but is not limited to the following items (i) through (iv) and (a) through (c):

- (i) all of the entire worldwide right, title and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Patent,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Patent, which include, but are not limited to, provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Patent, which include, but are not limited to, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Intellectual Property, future developments in the Intellectual Property, the Patent, and any and all applications or patents based on or arising from the Intellectual Property, future developments in

## PATENT NO. 9,170,057 ASSIGNMENT

the Intellectual Property, or the Patent, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby covenants and warrants that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Patent and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Patent in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Patent and any and all applications or patents based on or arising from the Intellectual Property or the Patent, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.


The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

PATENT NO. 9,170,057 ASSIGNMENT

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property and Related Rights.

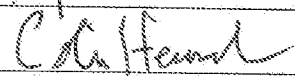
  
Printed Name: Charles R. Slavik  
Title: Manager  
Company: Power West Energy Indiana, LLC  
Date: 5<sup>th</sup> day of April, 2019

\*\*\*\*\*

STATE OF Indiana )  
COUNTY OF Hamilton ) : SS

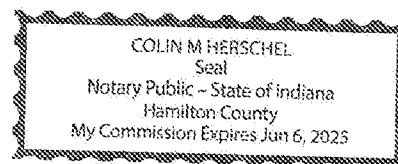
Before me, a Notary Public, in and for the County and State, personally appeared an officer of the above-named Assignor who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 5<sup>th</sup> day of April, 2019.

  
Notary Public  
Printed Name: Colin Herschel  
Resident of Hamilton County

My Commission Expires:

Jun 6, 2025  
U.S. Application No. 13/396,707, filed February 15, 2012, including U.S. Publication No. 2012-0204860, entitled, "EVACUATED TUBES FOR SOLAR THERMAL ENERGY COLLECTION, which matured into US Patent No. 9,170,057"



PATENT NO. 9,170,057 ASSIGNMENT

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the date indicated below.

WITNESS Assignor's hand this 5<sup>th</sup> day of April, 2019, the undersigned hereby asserting that the undersigned possesses the authority and authorization to execute this Assignment, this Assignment to be Effective as of the Effective date of March 28, 2019.

  
Printed Name: Donald L. Crawmer

Title: Vice-President Research and Technology

Company: Thermal Resource Technologies, Inc.

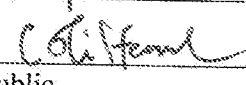
Date: 5<sup>th</sup> day of April, 2019

\*\*\*\*\*

STATE OF Indiana )  
COUNTY OF Hamilton ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared an officer of the above-named Assignor who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 5<sup>th</sup> day of April, 2019.

  
Notary Public

Printed Name: Colin Herschel

Resident of Hamilton County

My Commission Expires:

Jun 6 2025

U.S. Application No. 13/396,707, filed February 15, 2012, including U.S. Publication No. 2012-0204860, entitled, "EVACUATED TUBES FOR SOLAR THERMAL ENERGY COLLECTION, which matured into US Patent No. 9,170,057"

