

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5497095

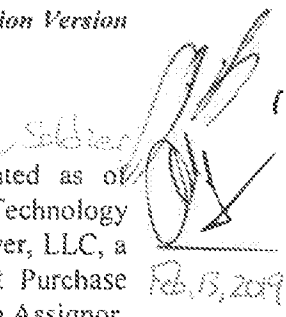
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROTONEX TECHNOLOGY CORPORATION	10/05/2018
RECEIVING PARTY DATA	
Name:	REVISION MILITARY SOLDIER POWER, LLC
Street Address:	153 NORTHBORO ROAD
City:	SOUTHBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01772-1034
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15463525
CORRESPONDENCE DATA	
Fax Number:	(401)831-8359
<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:	401-831-8330
Email:	docketing@burnslev.com
Correspondent Name:	BURNS & LEVINSON, LLP
Address Line 1:	ONE CITIZENS PLAZA
Address Line 2:	SUITE 1100
Address Line 4:	PROVIDENCE, RHODE ISLAND 02903
ATTORNEY DOCKET NUMBER:	52289-528USCON3/00093
NAME OF SUBMITTER:	GEORGE N. CHACLAS
SIGNATURE:	/George N. Chaclas/
DATE SIGNED:	04/29/2019
Total Attachments: 13	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of October 5, 2018 (this "Intellectual Property Assignment"), by and among Protonex Technology Corporation, a Delaware corporation ("Assignor") and Revision Military ~~Solider~~ Power, LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of August 31, 2018 (the "Purchase Agreement"), by and between Assignor, Seller Parent, Assignee, and, solely for purposes of Section 10.14 thereof, Revision Military Ltd. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Purchase Agreement.

Soldier
Feb 13, 2019



WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to sell, transfer, assign, deliver and relinquish to the Assignee, in perpetuity, free and clear of all Liens, all of the Assignor's right, title and interest in the Acquired Assets (including the Business Intellectual Property); and

WHEREAS, this Intellectual Property Assignment is being provided to evidence the Assignor's assignment to the Assignee of the Business Intellectual Property, free and clear of any and all Liens pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

I. Assignment to the Assignee

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably sells, transfers, assigns, delivers and relinquishes to the Assignee, in perpetuity, free and clear of all Liens, and the Assignee hereby accepts, all of Assignor's right, title and interest in the Business Intellectual Property, including the following:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill connected with the use of, and symbolized by, the Trademarks;

(b) the domain name registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Domain Names");

(c) all patents, patent applications and the inventions therein set forth on Schedule 3;

(d) all rights of any kind whatsoever of Assignee accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions

The Assignor and the Assignee hereby authorize the relevant authorities in the United States Patent and Trademark Office, the United States Copyright Office and the corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, the Assignor and the Assignee shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Business Intellectual Property to the Assignee, or any assignee or successor thereto.

3. Domain Name Registrations

At Assignee's reasonable request, the Assignor and the Assignee shall execute and deliver to the Assignee all documents, papers, forms and authorizations, and take such other actions as are necessary in accordance with the procedures of the applicable Internet domain name registrars to (i) effectuate and evidence the transfer of ownership and control (including administrative and technical access) to the Assignee (or its designee) of the Domain Names, or (ii) to register and/or enable the Assignee to register the Domain Names in the name of the Assignee (or its designee) with the domain name registrar of the Assignee's choosing as designated by the Assignee in writing.

4. Purchase Agreement

This Intellectual Property Assignment has been executed and delivered pursuant to the Purchase Agreement but shall be deemed not to enlarge, diminish, modify, alter or supersede any of the representations, warranties, covenants or agreements set forth in the Purchase Agreement. The Purchase Agreement shall control in the case of any conflict or inconsistency between this Intellectual Property Assignment and the Purchase Agreement.

5. Binding Effect

This Intellectual Property Assignment shall be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors and assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Intellectual Property Assignment does not confer any such rights, upon any Person.

6. Counterparts

This Intellectual Property Assignment may be executed in any number of counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement. This Intellectual Property Assignment shall become effective when duly executed and delivered by each party hereto. Counterpart signature pages to this Intellectual Property Assignment may be delivered by facsimile or electronic delivery, including by email of a PDF signature page, and each such counterpart signature page will constitute an original for all purposes.

7. Governing Law

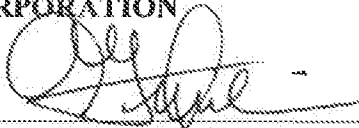
This Intellectual Property Assignment shall be governed by the Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of Laws of any jurisdiction other than the State of Delaware.

[Signature page follow.]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be executed on the date first above written.

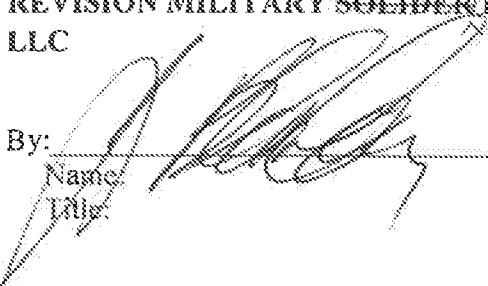

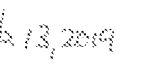
ASSIGNOR:

**PROTONEX TECHNOLOGY
CORPORATION**

By: 
Name: Tony Guilielmin
Title: Director

ASSIGNEE:

**REVISION MILITARY SOLIDER POWER,
LLC**

By: 
Name: 
Title: 
SOLDIER
Feb 13, 2019

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be executed on the date first above written.

ASSIGNOR:

PROTONEX TECHNOLOGY
CORPORATION

By: _____
Name:
Title:

ASSIGNEE:

REVISION MILITARY SOLDIER POWER,
LLC

By: _____
Name: J. BLANSHAY
Title: Jonathan Blanshay, President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Date	Application No.	Publication Date	Issue Date	Issue No.
PROTONEX (stylized mark)	8/24/2006	US: 78959628	9/21/2010	12/7/2010	US: 3885459
PROTONEX (word mark)	5/27/2016	US: 87052148		1/10/2017	US: 5118858

SCHEDULE 2

DOMAIN NAMES

- The www.pronex.com website
- The www.pxnomad.com website

SCHEDULE 3

PATENTS AND PATENT APPLICATIONS

Family	Provisional	1/2	Utility Filings(s)	International	National Phase
SPM	P24	P24	U25A [patUS]	PC25	AU25 [patIN]
SPM-4_BUTTON	(6/2/2002)	Network Power	(12/8/1994)	(PCT/US2010/041335)	(2010307261)
SPM-DEVICE	Filed: 7/10/2009	Manager	Filed: 6/15/2010	Filed: 7/8/2010	CA25 [appIN]
SPM-ENCLOSURE	P25	P25	Pub: 20120151240	Pub: 2011046645	(2767716)
SPM-FAILOVER	(6/283336)	Power Network	Pat: 8775846		EP25 [appIN]
SPM-METHOD	Filed: 12/4/2009	Manager	U25B [patUS]		(10823760.3)
SPM-POWER-PRIORITY		U25A	(12/816080)		SG25 [patIN]
(520)		PORTABLE POWER	Filed: 6/15/2010		(201200186-3)
(0094)		MANAGER	Pub: 20110006603		
(85899)		U25B	Pat: 8638011		
(85900)		PORTABLE POWER	U25BCI [patUS]		
(85901)		MANAGER	(13/620086)		
		OPERATING	Filed: 9/14/2012		
		METHODS	Pub: 20130342011		

Family	Provisional	Title	Utility Filings(s)	International	National Phase
		U25BC1, U25BC2, U25BC3 Power Managers and Methods for Operating Power Managers U25C, D25, D25C1, D25C1X1 PORTABLE POWER MANAGER ENCLOSURE	Pat: 8633619 U25BC2 [patUS] (14/109156) Filed: 12/17/2013 Pub: 20140103720 Pat: 9634491 U25BC3 [appUS] (15/463525) Filed: 3/20/2017 Pub: (na) U25C (12/816325) Filed: 6/15/2010 Pub: 20110007491 D25 [patUS] (29/363833) Filed: 6/15/2010		

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<u>Family</u>	<u>Provisional</u>	<u>Title</u>	<u>Utility Filing(s)</u>	<u>International</u>	<u>National Phase</u>
DPM WOLVERINE-U (538)	P51 (62/257995) Filed 11/20/2015	P51 DISTRIBUTED POWER MANAGER	Pat: D640192 D25C1 [patUS] (29/394688) Filed: 6/20/2011 Pat: D657309 D25C1X1 [patUS] (29/414239) Filed: 2/27/2012 Pat: D706711 U51 [appUS] (15/773860) Filed: 5/4/2018 Pub: (na)	PC51 [appIN] (PCT/US2016/062863) Filed: 11/18/2016 Pub: 2017087855 National Phase 5/18/2019 PC66 [appIN] (PCT/US2016/058922) Filed: 10/26/2016	None AU52 [appIN] (2016355125) EP52 [appIN]

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<u>Family</u>	<u>Provisional</u>	<u>Title</u>	<u>Utility Filings</u>	<u>International</u>	<u>National Phase</u>
			Pub: (na)	Pub: 2017087130 National Phase 4/26/2019	(16866830.9)
UNIVERSAL PORT VARIABLE BUS (504)	P52 (61/807028) Filed: 4/1/2013	P52 IMPROVED POWER MANAGER US2A, US2B, US2BCI Power Manager	US2A [appUS] (14/231865) Filed: 4/1/2014 Pub: 20140292081 US2B [patUS] (14/231876) Filed: 4/1/2014 Pub: 20140292082 Pat: 9634485 US2BCI [appUS] (15/478670) Filed: 4/5/2017 Pub: (na)	PCS2 (PCT/2014/032455) Filed: 4/1/2014 Pub: 2014165469	AUS2 [appIN] (20140248342) CAS2 [appIN] (2908309) EPS2 [appIN] (14780196.3) SGS2 [patIN] (11201508091P)
MAN-POUCH (91504P)	P54 (61/707027)	P54, U54 PORTABLE	U54 [patUS] (14/041538)	PCS4 (PCT/US2003/062622)	CAS4 [appIN] (2925751)

<u>Family</u>	<u>Provisional</u>	<u>Title</u>	<u>Utility Filing(s)</u>	<u>Internationals</u>	<u>National Phase</u>
	Filed: 9/28/2012	ELECTRONIC DEVICE CARRIER WITH ELECTRONIC INTERFACE FOR RECHARGING DEVICE BATTERY	Filed: 9/30/2013 Pub: 20140095915 Pat: 9333811	Filed: 9/30/2013 Pub: 2014052959	
WATER-LEVELING	P59	P59	U59 [appUS] (15/524826)	PC59 (PCT/US2013/059712)	AU59 [appIN] (2015346641)
NOBUS (501)	Filed: 6/1/2015 (62/168992)	CONTROL MODULE FOR DC POWER NETWORK	Filed: 5/5/2017 Pub: (na)	Filed: 11/9/2015 Pub: 2016077216	CA59 [appIN] (2965364) EP59 [appIN] (15858536.4)
CABLE_ENTRY (540)	None	U63 CABLE GLAND ASSEMBLY	U63 [patUS] (15/081461) Filed: 3/25/2016 Pub: (na) Pat: 9640965	None	CA63 [appIN] (2962049)

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<u>Family</u>	<u>Provisional</u>	<u>Title</u>	<u>Utility Filings(s)</u>	<u>International</u>	<u>National Phase</u>
WOLVERINE-D (539)	None	D65, D65C1 PORTABLE POWER MANAGER ENCLOSURE	D65 [patUS] (29/558915) Filed: 3/24/2016 Pat: D802533 D65C1 (29/621172) Filed: 10/5/2017	None	D65CA [patIN] (169598)