

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5839248

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SYNAPSE WIRELESS, INC.	11/20/2017
RECEIVING PARTY DATA		
Name:	SHOALS TECHNOLOGIES GROUP, LLC	
Street Address:	1400 SHOALS WAY	
City:	PORTLAND	
State/Country:	TENNESSEE	
Postal Code:	37148	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16403732
CORRESPONDENCE DATA		
Fax Number:	(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>		
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ATTORNEY DOCKET NUMBER:	121090.0113	
NAME OF SUBMITTER:	SHU CHEN	
SIGNATURE:	/Shu Chen/	
DATE SIGNED:	11/26/2019	
Total Attachments: 4		
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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.

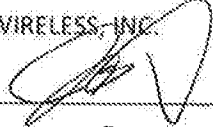
7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, 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.

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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: CEO

ASSIGNEE:

SHOALS TECHNOLOGIES GROUP, LLC

By: 

Name: Jason White

Title: President

EXHIBIT A
ASSIGNED PATENTS

Title	Jurisdiction	Appl. No. Appl. Date	Patent No. Issue Date	Status
SOLAR PANEL LOCATION DETECTION SYSTEM AND METHOD	United States	14/799,351 July 14, 2015	n/a	Pending