

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5897539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PRINCETON POWER SYSTEMS, INC.	12/27/2019
RECEIVING PARTY DATA	
Name:	CANADIAN SOLAR SSES (UK) LTD
Street Address:	1 LUMLEY STREET
Internal Address:	MAYFAIR
City:	LONDON
State/Country:	GREAT BRITAIN
Postal Code:	W1K 6TT
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6118678
Patent Number:	7659700
Patent Number:	9614461
Patent Number:	8779711
Patent Number:	7402983
Patent Number:	9964978
Patent Number:	9391538
Application Number:	15518657
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jlazarus@foley.com, lbuhs@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET NW
Address Line 2:	SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	100455-0171
NAME OF SUBMITTER:	LAURA E. BUHS

SIGNATURE:	/laura e. buhs/
DATE SIGNED:	01/07/2020
Total Attachments: 6 source=Princeton Power - Assignment of Intellectual Property- EXECUTED#page1.tif source=Princeton Power - Assignment of Intellectual Property- EXECUTED#page2.tif source=Princeton Power - Assignment of Intellectual Property- EXECUTED#page3.tif source=Princeton Power - Assignment of Intellectual Property- EXECUTED#page4.tif source=Princeton Power - Assignment of Intellectual Property- EXECUTED#page5.tif source=Princeton Power - Assignment of Intellectual Property- EXECUTED#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made, entered into and effective as of December 27, 2019, by and between Princeton Power Systems, Inc., a Delaware corporation, (“Assignor”) by Steven Mitnick, as Assignee for the Benefit of Creditors and Canadian Solar SSES (UK) LTD, an affiliate of Canadian Solar Inc. (“Assignee”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and together, as the “Parties”.

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof, by and between Assignee and Assignor (the “Purchase Agreement”) whereby Assignor has agreed to sell the Purchased Assets (as defined in the Purchase Agreement) to Assignee and Assignee has agreed to acquire the Purchased Assets;

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to Assignor’s rights that are inherent in or relating to the Purchased Assets; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the intellectual property rights owned or licensed, including Marks, and Patents of Assignor associated with the Purchased Assets as set forth below.

NOW THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, if any, of whatever kind (including, without limitation, any security interests therein), throughout the world, in and to the trademarks (registered or not), service marks, trade names, service names, brand names, all trade dress rights, logos, internet domain names and corporate names and general intangibles of a like nature that are used in connection with or included in the Purchased Assets, including but not limited to those items described on Exhibit A attached hereto (collectively, the “Marks”), together with the goodwill associated with any of the foregoing, all applications, registrations and renewals thereof, and material unregistered trademarks, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, if any, of whatever kind (including, without limitation, any security interests therein), throughout the world, in and to all patents and patent applications, described on Exhibit A attached hereto, and all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and counterparts claiming priority therefrom, and utility models thereof (collectively, the “Patents”), together with all of the goodwill associated with Patents and all other corresponding

rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

3. Copyrights. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, if any, of whatever kind (including, without limitation, any security interests therein), throughout the world, in and to all copyrights and registrations and applications therefor, works of authorship, and mask work rights and, material unregistered copyrights that are used in connection with or included in the Purchased Assets ("Copyrights").

4. Rights. The foregoing assignments include all rights of any kind whatsoever of Assignor, if any, accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, 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 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, 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. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, and Patents or assist any third party in any of the foregoing. Assignee hereby acknowledges and agrees that it is required to obtain the consent from software vendor Epicor in order to use any Epicor software previously licensed by the Assignor.

5. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt 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 Marks (including without limitation any internet domain names or social media identifiers and accounts), Patents, and Copyrights to Assignee, or any assignee or successor thereof. Without limitation of the foregoing, Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

6. Binding Effect. This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Conflict with Related Agreements. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

9. Amendment. This Assignment may not be amended, modified, waived or terminated except in writing signed by Assignor, on the one hand, and Assignee, on the other hand.

10. Facsimile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

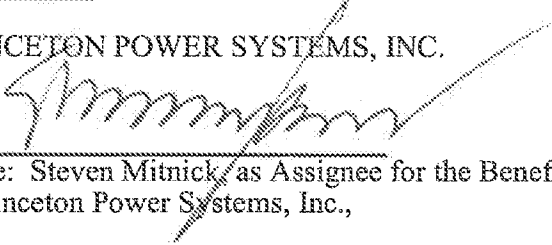
11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its authorized representative as of the date first written above.

ASSIGNOR

PRINCETON POWER SYSTEMS, INC.

By: 
Name: Steven Mitnick, as Assignee for the Benefit of Creditors
of Princeton Power Systems, Inc.,

ASSIGNEE

CANADIAN SOLAR SSES (UK) LTD

By: _____
Name:
Title:

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its authorized representative as of the date first written above.


ASSIGNOR

PRINCETON POWER SYSTEMS, INC.

By: _____
Name: Steven Mitnick, as Assignee for the Benefit of Creditors
of Princeton Power Systems, Inc.,

ASSIGNEE

CANADIAN SOLAR SSES (UK) LTD

By:  _____
Name:
Title:

[Signature Page to Assignment of Intellectual Property]

EXHIBIT A

All Registered and Unregistered Marks and Trade Names including without limitation:

- Princeton Power Systems
- Princeton Power Systems, Inc.

Domain Names

- www.princetonpower.com

All Social Media Accounts, including without limitation LinkedIn, Twitter, Facebook, Instagram.

Patents, registered or unregistered, including without limitation:

Patents

Patent Awarded	Patent Number	Patent Author
Charge Transfer Apparatus and Method Thereof	US Patent No. 6,118,678	Limpaecher
Charge-transfer apparatus and method	US Patent No. 7659700	Holveck
High Frequency Variable Speed Drive	US Patent No. 9,614,461	Becker
Induction Motor Driver	US Patent No. 8779711	Yang Liu
Method for use of charge-transfer apparatus	US Patent No. 7402983	Holveck
Microgrid Controller	US Patent No. 9964978	Holveck
Switched Power Converter	US Patent No. 9391538	Z. Mohajerani

Patents Pending

Patents Pending	Patent Application Number	Patent Author
Energy Management System	US Patent Application No. 15/518,657	Becker