

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5945127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CEWA TECHNOLOGIES, INC.	12/12/2019
RECEIVING PARTY DATA	
Name:	SOLARFLUX ENERGY TECHNOLOGIES, INC.
Street Address:	116 RESEARCH DRIVE
Internal Address:	STE 226
City:	BETHLEHEM
State/Country:	PENNSYLVANIA
Postal Code:	18015
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8937270
Patent Number:	9312804
Patent Number:	9467089
CORRESPONDENCE DATA	
Fax Number:	(610)346-8189
<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:	6103467112
Email:	wendykoba@usa.net
Correspondent Name:	WENDY W. KOBA
Address Line 1:	PO BOX 556
Address Line 4:	SPRINGTOWN, PENNSYLVANIA 18081
NAME OF SUBMITTER:	WENDY W. KOBA
SIGNATURE:	/Wendy W. Koba/
DATE SIGNED:	02/04/2020
Total Attachments: 5	
source=assignment#page1.tif	
source=assignment#page2.tif	
source=assignment#page3.tif	
source=assignment#page4.tif	

PROPOSAL

TO: CEWA Technologies, Inc.
c/o Mr. John Fangman

FROM: Solarflux Energy Technologies, Inc.

RE: Proposal by secured party (Solarflux Energy Technologies, Inc.)
to accept collateral in partial satisfaction of the obligation it secures
(intellectual property collateral)

DATE: Dec 12th, 2019

WHEREAS, on May 29, 2019, **Ben Franklin Technology Partners Northeastern Pennsylvania** (hereinafter referred to as "Ben Franklin") entered a judgment by confession against CEWA Technologies, Inc. in the amount of \$1,077,532, plus continuing interest, in the Court of Common Pleas of Northampton County, Pennsylvania, docketed at Civil Action No. C-48-CV-2019-04581, and a true and correct copy of the entry of judgment and docket entries are attached hereto and labeled "Attachment 1"; and

WHEREAS, Ben Franklin has assigned the aforementioned judgment, and all rights thereunder and pursuant thereto, to **Solarflux Energy Technologies, Inc.** (hereinafter referred to as "Solarflux"); and

WHEREAS, Ben Franklin has also assigned to Solarflux all of the security interests and liens which it has against any and all assets of CEWA Technologies, Inc.; a copy of the instrument containing the grant of the security interest by CEWA Technologies, Inc. to Ben Franklin is attached here to and labeled "Attachment 2"; and

WHEREAS, the security interests which Ben Franklin has assigned to Solarflux cover and include all of CEWA Technologies, Inc.'s right, title, and interest in, among other things, all patents, patent applications, patent rights, trademarks, licenses, and all other intellectual property and proprietary rights (hereinafter "the Intellectual Property Collateral"); and

WHEREAS, CEWA Technologies, Inc. has represented and warranted to Solarflux--recognizing that it is materially relying thereon--that, other than the security interest in the Intellectual Property Collateral which Ben Franklin has assigned to Solarflux, there are no other persons or entities holding an interest in that Collateral, whether subordinate to the security interest which Ben Franklin has assigned to Solarflux, or otherwise;

NOW, THEREFORE, Solarflux proposes the following to CEWA Technologies, Inc., pursuant to the Pennsylvania Uniform Commercial Code, Division 9, Secured Transactions, particularly including but not limited to 13 Pa.C.S. § 9620:

1. That CEWA Technologies, Inc. assign and transfer to Solarflux, and does hereby assign and transfer to Solarflux, all of CEWA Technologies, Inc.'s right, title, and interest in the Intellectual Property Collateral, including specifically but not limited to the items and intellectual property described in "Attachment 3" hereto.

2. That CEWA Technologies, Inc. does hereby expressly warrant and represent to Solarflux, recognizing that it is materially relying thereon in making this Proposal and entering into the eventual agreement encompassed hereby, that: (i) there are no persons or entities other than CEWA Technologies, Inc. holding an interest in the Intellectual Property Collateral (other than Ben Franklin) which is superior or subordinate to the security interest in that Collateral which Ben Franklin has assigned to Solarflux, (ii) more specifically, and without limiting the generality of the foregoing, there are no liens existing against the Intellectual Property Collateral, whether judgment liens resulting from the filing of any legal proceedings in any court, consensual security interests, or common law mechanics, warehouseman's or other liens, (iii) CEWA Technologies, Inc. has no knowledge or information of the existence of any claim, right or interest, whether by way of ownership, lien, encumbrance or otherwise, of any person or entity in the Intellectual Property Collateral and (iv) the debt owed by CEWA Technologies, Inc. to Ben Franklin is and has been in default since no later than the entry of the confessed judgment referenced previously in this Proposal.

3. That CEWA Technologies, Inc. shall assist and cooperate with Solarflux in completing and finalizing the assignment and transfer described herein, which shall include, but not be limited to, (a) signing all necessary and customary documents to complete the assignment and transfer, and (b) assisting and cooperating with any requirements or regulations of the United States Patent and Trademark Office, or any other governmental agency necessary or appropriate to vest full title and ownership rights in and to the items and intellectual property described in "Attachment 3" hereto in and to Solarflux; and

4. That the assignment and transfer described in Paragraph 1 above would only be in *partial satisfaction* of the judgment docketed at Civil Action No. C-48-CV-2019-04581, in the Court of Common Pleas of Northampton County, Pennsylvania (the "Northampton County Judgment") to the extent of One Hundred Fifty Thousand Dollars (\$150,000.00); and

5. That CEWA Technologies, Inc. understands and acknowledges that Solarflux is free to pursue other actions and efforts to collect the remaining balance due on the aforementioned Northampton County Judgment, including but not limited to additional proposals by Solarflux to accept other items or categories of collateral in partial or full satisfaction of the aforementioned Northampton County Judgment; and

6. That if after this Proposal is accepted and the transfer and assignment set forth herein takes place, any person or entity asserts any right, claim or interest in or to the Intellectual Property Collateral, including in and to the items and intellectual property described in

"Attachment 3" hereto, who/which has not consented to or been given notice of this Proposal and its acceptance, Solarflux shall have the right, to be exercised solely at its option and discretion, and which must be set forth in an express writing, delivered to CEWA Technologies, Inc. to be legally effective, to rescind and terminate this Proposal, and to thereafter have the right to utilize the Northampton County Judgment to execute against any assets of CEWA Technologies, Inc., including but not limited to the Intellectual Property Collateral (including the items and intellectual property described in "Attachment 3" hereto) and/or to pursue any other rights or remedies to obtain clear and unencumbered title to the Intellectual Property Collateral.

Solarflux Energy Technologies, Inc.

By: 
Naoise Irwin
CFO and Treasurer

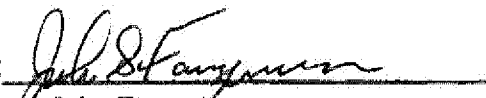
ACCEPTANCE OF PROPOSAL:

CEWA Technologies, Inc. hereby accepts and consents to the foregoing Proposal in full, and agrees to each and every term thereof.

The undersigned, John Fangman, certifies (a) that he is authorized to accept and consent to the foregoing Proposal on behalf of CEWA Technologies, Inc., and (b) that he is authorized to sign this Acceptance on behalf of CEWA Technologies, Inc.

CEWA Technologies, Inc.

Date: Dec 12th, 2019

By: 
John Fangman

Attachment 3

Appendix I: Former CEWA Assets
 1. Intellectual Property

#	Title	Patent #	Application #	Jurisdictions	Filing Date	Issued	Inventor	Assignee
1	Solar Concentrator with Improved Manufacturability and Efficiency	US Patent 8,680,391 B2	Application 12/841,286	US (Patented), BR, CN, EU, WIPO, HK, IN, MX	7/22/2010	3/25/2014	John S. Fangman, Michael E. Fangman, J. Matthew Fangman, Suchtekar Neel, Arati Shakti-Yukich	CEWA Technologies, Inc.
2	Calibration System for Solar Collection Installation	US Patent 8,468,400	Application 12/841,360	US (Patented), BR, CN (Patented), EU (Patented), WIPO, HK, IN, MX (Patented)	7/22/2010	6/18/2013	Michael E. Fangman	CEWA Technologies, Inc.
3	Fiber-Based Transmission System for Solar Energy System and Method of Providing and Using Same	Patent Pending	Application PCT/US2012/021255	US, BR, CN, EU, WIPO, MX, TW	filed 11/3/2012	Pending (application filed 11/3/12)	John S. Fangman	CEWA Technologies, Inc.
					Pub. No. WO2013097260 A2 and A3			