

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6124971

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOLAR POOL TECHNOLOGIES, INC.	05/15/2020
RECEIVING PARTY DATA		
Name:	PIVOT-SOLAR BREEZE, INC.	
Street Address:	11030 STRANG LINE ROAD	
City:	LENEXA	
State/Country:	KANSAS	
Postal Code:	66215	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7101475
CORRESPONDENCE DATA		
Fax Number:	(816)474-3216	
<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:	8164748100	
Email:	sfaction@spencerfane.com	
Correspondent Name:	KEVIN S. TUTTLE, SPENCER FANE LLP	
Address Line 1:	1000 WALNUT STREET, SUITE 1400	
Address Line 4:	KANSAS CITY, MISSOURI 64106	
ATTORNEY DOCKET NUMBER:	5021650-24 KCY	
NAME OF SUBMITTER:	KEVIN S. TUTTLE	
SIGNATURE:	/Kevin S. Tuttle/	
DATE SIGNED:	05/27/2020	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") is made and entered into effective as of May 15, 2020 (the "**Effective Date**") by and between **Solar Pool Technologies, Inc.**, an Arizona corporation (Debtor and "**Assignor**"), having a principal office and place of business at 2114 E. 5th Street, Tempe, AZ 85281, and **Pivot-Solar Breeze, Inc.**, a Kansas corporation (Secured Party and "**Assignee**"), having a principal office and place of business at 11030 Strang Line Road, Lenexa, KS 66215.

Agreement

In consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, all of Assignor's world wide right, title, and interest in and to Assignor's intellectual property now existing or hereafter created, owned, purchased or otherwise acquired, including the following (the "**Assigned IP**"):

- a. all ideas, information, discoveries, concepts, techniques, patentable inventions (and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof), unpatentable inventions, process, machine, manufacture, or composition of matter, or any new and useful improvement thereof ("**Inventions**");
- b. all patents, including the patents identified on Exhibit A ("**Patents**"), any patent applications filed therefor, and any patents that may issue thereon, including any provisional, design, utility, divisional, continuation, continuation-in-part, reissue, reexamination, and international applications, and any patents that may issue thereon, and including all priority rights for patent applications foreign to the United States of America;
- c. all trademarks, including the trademarks identified on Exhibit A ("**Marks**") as used with the goods and services of Assignor, together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of the trademarks, with the right to sue and collect therefore, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title, and interest in and to the trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer, and delivery in this Assignment not been made;



- d. all works of authorship and copyrights, including the copyrights identified on Exhibit A ("*Works*"), and all issuances, extensions, and renewals thereof, including all rights of any kind whatsoever of Assignor provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- e. all rights of any kind whatsoever of Assignor, including trade secrets, and know-how, provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- f. 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
- g. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office, and the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Moral and Attribution Rights. Assignor expressly and forever waives, has waived, and will waive any and all moral, attribution, and integrity rights in the Assigned IP and further agrees that Assignee, its successors and assigns, and any of its direct or indirect licensees shall not be obligated to designate Assignor or authors of any of the works of authorship as an author or co-author of any of the works of authorship.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Miscellaneous.

a. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

b. Assignments. Nothing in this Assignment requires either party to obtain the consent of the other party to the assigning party's assigning to anyone any (or all) of the assigning party's rights or obligations under this Assignment.

c. Captions. Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

d. Construction. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person include such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) section and exhibit references are to this Agreement unless otherwise specified; (viii) reference to any exhibit is a reference to an exhibit attached hereto and, hereby, incorporated herein; and (ix) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

e. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written.

f. Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

g. Force Majeure. In no event shall Assignee be liable to Assignor, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under

this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Assignee's reasonable control, including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

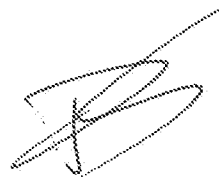
h. Further Assurances. Assignor will execute and deliver such further instruments and do such further acts and things as may be required by Assignee to carry out the intent and purpose of this Agreement.

i. Representations, Warrants, and Covenants. Assignor represents and warrants to, and covenants with Assignee: (i) it has not granted and will not grant to others any rights inconsistent with the rights granted in this Assignment; (ii) nothing in this Agreement or in the performance of this Agreement will place Assignor in breach of any other agreement or obligation; (iii) Assignor has not sold, assigned, leased, licensed, or in any other way disposed of or encumbered the rights granted to Assignee; (iv) there is no demand, claim, suit, action, arbitration, controversy, litigation, or other proceeding pending or threatened that questions or challenges the ability or right of Assignor to enter into this Agreement or to perform any of its obligations hereunder; and (v) Assignor shall not at any time engage in any act of omission or commission that would impair in any way Assignee's right, title, or interest in any of the Assigned IP and shall not at any time induce, aid, or abet others to do any of the foregoing. Assignor hereby acknowledges that Assignor retains no rights in or to the Assigned IP, and agrees not to challenge the validity of Assignee's ownership of, or any other aspect of the Assigned IP.

j. Governing Law. This IP Agreement and the rights and obligations of the parties are to be governed by and construed and interpreted in accordance with the laws of the State of Arizona, United States of America, applicable to contracts made and to be performed wholly within Arizona, without regard to choice or conflict of laws rules. The United Nations Convention on the International Sales of Goods is expressly disclaimed from this Agreement, and the parties agree that it shall have no force or effect.

k. Independent Review and Advice. Each party warrants and represents that: (i) it has carefully read this Agreement; (ii) it executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof and any and all rights which each may have with respect to one another; (iii) it has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters; and (iv) it is entering into this Agreement of its own free will.

l. Legal Fees; Expenses. Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the party incurring such costs and expenses. In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorneys' fees and expenses.

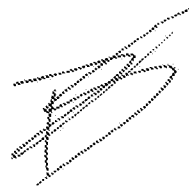


m. Notices. All notices, consents, requests, demands, and other communications made under this Agreement are to be in writing and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the mail, first class postage prepaid; (iii) in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided; or (iv) in the case of electronic mail, when sent, in the absence of an automatic response indicating failed or delayed transmission.

n. Remedies Cumulative. Each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity or otherwise.

o. Severability. Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability, or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

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Wherefore, the parties have executed this Assignment to be executed as of the Effective Date.

May need different Notary if using Video

Date: MAY 15/2020

Assignor

Solar Pool Technologies, Inc.

By: [Signature]

Name: PAUL SIM

Title: PRESIDENT

STATE OF Arizona ,

) ss.

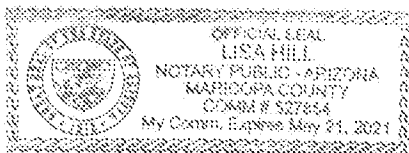
COUNTY OF Maricopa ,

On this 15th day of May, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Paul A Sim, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires: 5/21/2021

[Signature]
Notary Public



May need different Notary if using Video notarization

Assignee

Date: _____

Pivot-Solar Breeze, Inc.

By: Mark Donjalet

Name: MARK DONJALET

Title: President & CEO

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires: _____

Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On May 15, 2020, before me, Lori Ann Arnold, a Notary Public, Mark W. Dohnalek, appeared remotely pursuant to Executive Order 20-08, and stated he is the President and Chief Executive Officer of Pivot-Solar Breeze, Inc., and to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed on behalf of Pivot-Solar Breeze, Inc.

IN WITNESS WHEREOF, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires:



Lori Ann Arnold, Notary Public

Exhibit A
List of Intellectual Property

This Exhibit A contains a non-exhaustive list of intellectual property subject to this Assignment:

- I. Trademarks:
 - a. SOLAR-BREEZE NX
 - b. SOLAR-BREEZE NX2
 - c. SOLAR-BREEZE
 - d. SOLAR-BREEZE ROBOTIC SOLAR POOL CLEANER

- II. Copyrights:
 - a. The software of the products of Assignor, including, but not limited to, the Solar-Breeze, the Solar-Breeze NX, the Solar-Breeze NX2, and derivatives thereof
 - b. Zephyr Software, and derivatives thereof
 - c. T-7.7.5 software, and derivatives thereof
 - d. T-7.7.8 software, and derivatives thereof
 - e. T-7.7.9 software, and derivatives thereof
 - f. IN-2.1 software, and derivatives thereof

- III. Patents:
 - a. United States Patent No. 7,101,475, issued September 5, 2006, titled AUTONOMOUSLY NAVIGATING SOLAR SWIMMING POOL SKIMMER.