506292295 10/07/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6339043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SUNTECH DRIVE, LLC	08/07/2020

# **RECEIVING PARTY DATA**

Name:	PREMIER ENERGY HOLDINGS, INC.		
Street Address:	7755 MILLER DR.		
City:	FREDERICK		
State/Country:	COLORADO		
Postal Code:	80504		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16786533

### **CORRESPONDENCE DATA**

**Fax Number:** (720)931-3001

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.

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Email: Patent@LathropGPM.COM, janice.price@lathropgpm.com,

jacqui.frey@lathropgpm.com

Correspondent Name: LATHROP GAGE LLP

Address Line 1: 2440 JUNCTION PLACE, SUITE 300 Address Line 4: BOULDER, COLORADO 80301

ATTORNEY DOCKET NUMBER: 710560

NAME OF SUBMITTER: JANICE PRICE

SIGNATURE: /Janice Price/

DATE SIGNED: 10/07/2020

#### **Total Attachments: 9**

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PATENT 506292295 REEL: 053996 FRAME: 0551

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PATENT REEL: 053996 FRAME: 0552

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into on August 7, 2020 (the "Effective Date"), by and between Premier Energy Holdings, Inc., a Colorado corporation ("Buyer"), and SunTech Drive, LLC, a Colorado limited liability company ("Seller"). Each capitalized term used without definition in this Assignment shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement, dated June 25, 2020 (together with all schedules and exhibits thereto, the "Purchase Agreement"), by and between Buyer and Seller.

WHEREAS, Seller and Buyer are parties to the Purchase Agreement, pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver, or cause to be sold transferred, conveyed, assigned and delivered to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in the Purchase Agreement, and other good and valuable consideration, Seller and Buyer agree as follows:

Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to the Intellectual Property, and all intellectual property rights associated therewith, set forth in **Schedule 1.01(c)** of the Purchase Agreement, including, without limitation all registered patents copyrights and all of Seller's rights therein in the United States and other nations as provided by treaty or convention, and all of Seller's rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of the Intellectual Property, including without limitation the registered patents and copyrights set forth in Schedule 1.01(c).

Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to and in the domain names and trademarks set forth in Schedule 1.01(c) of the Purchase Agreement, which relevant portion of Schedule 1.01(c) is attached hereto (the "Marks"), including all of Seller's rights therein in the United States and other nations as provided by treaty or convention, including all goodwill associated with such marks, and all of Seller's rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of the Marks.

Nothing contained herein shall (or shall be deemed or construed to) change, amend, extend, alter or otherwise affect any provision of the Purchase Agreement in any manner whatsoever or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties and covenants contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between any provision of the Purchase Agreement and any provision of this Agreement, the provisions of the Purchase Agreement will govern and control.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may not be assigned by Seller

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without the prior written consent of Buyer, and any purported assignment without such consent shall be void.

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

This Assignment, including its interpretation, performance, breach, or any related claim, shall be governed by, and construed in accordance with, the laws of Colorado without giving any force or effect to the provisions of any conflict of law rule thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

BUYER:

PREMIER ENERGY HOLDINGS, INC.

By: Name: Edmond Johnson

Title: President

SELLER:

SUNTECH DRIVE, LLC

By: Harold K Michael

Title: CEO

# Relevant Portions of Schedule 1.01(c)

#### **Trademarks**

PicoCell Serial Number 88002943 PicoBlender Serial Number 88002917

#### **Patents**

Solar hybrid solution for single phase starting capacitor motor applications publication date Aug 29, 2019, 10,560,033 Application number 20190267910 Variable Speed Maximum Power Point Tracking, Solar Electric Motor Controller for Induction and Permanent Magnet AC Motors, application number 20180278193, filing date Oct 13, 2015

PCTUS1843485: Solar PV and AC source power blending controller Patent app #619748: Solar hybrid solution for single phase starting capacitor motor applications with grid start

Including all applications set forth on the attached pages

## Domain names

https://suntechdrive.com/ www.solar-pumps.com

Other

dh

PATENT REEL: 053996 FRAME: 0557

Matter No	Country	Title/Mark	Application No
600621	US	Variable Speed Maximum Power Point Tracking, Solar Electric Motor Controller for Induction and Permanent Magnet AC Motors	15/768,533
619740	US	Solar PV and AC Source Power Blending Controller	16/634,058
600635	CN	Variable Speed Maximum Power Point Tracking, Solar Electric Motor Controller for Induction and Permanent Magnet AC Motors	201680071308.2
618509	US	Smart Load Management System New provisional, drafted, not filed	



Matter No	Country	Title/Mark	Application No
619739	EP	Solar PV and AC Source Power Blending Controller	18837219.7
610378	wo	Solar Hybrid Solution For Single Phase Starting Capacitor Motor Applications	PCT/US19/19881
619739	EP	Solar PV and AC Source Power Blending Controller	18837219.7
600626	AU	Variable Speed Maximum Power Point Tracking, Solar Electric Motor Controller for Induction and Permanent Magnet AC Motors	2016338999

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Matter No	Country	Title/Mark	Application No
600623	IL	Variable Speed Maximum	258401
		Power Point	
		Tracking,	
		Solar Electric	
		Motor	
		Controller for	
		Induction	
		and	
		Permanent	
		Magnet AC	
		Motors	
600626	AU	Variable	2016338999
		Speed	
		Maximum	
		Power Point	
		Tracking,	
		Solar	
		Electric	
		Motor	
		Controller for	
		Induction	
		and	
		Permanent	
		Magnet AC	
		Motors	
600622	EP	Variable	16856101.7
		Speed	
		Maximum	
		Power Point	
		Tracking,	
		Solar	
		Electric Motor	
		Controller for	
		Induction	
		and	
		Permanent	
		Magnet AC	
		Motors	

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Matter No	Country	Title/Mark	Application No
619739	EP	Solar PV and AC Source	18837219.7
		Power	
		Blending	
		Controller	
600625	IN	Variable	201827017764
		Speed	
		Maximum	
		Power Point	
		Tracking,	
		Solar	
		Electric	
		Motor	
		Controller for	
		Induction	
		and	
		Permanent	
		Magnet AC	
		Motors	

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**PATENT REEL: 053996 FRAME: 0561** 

**RECORDED: 10/07/2020**