

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7792157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOLAR INNOVATIONS, INC.	01/21/2022
RECEIVING PARTY DATA	
Name:	HC SOLAR HOLDINGS, INC.
Street Address:	1 TREGO DRIVE
City:	RICHLAND
State/Country:	PENNSYLVANIA
Postal Code:	17087
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9011034
CORRESPONDENCE DATA	
Fax Number:	(877)707-5574
<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:	5037198905
Email:	alan@stonecreek.us
Correspondent Name:	STONE CREEK SERVICES LLC, ALAN M FLUM
Address Line 1:	1286 ROCKINGHORSE LANE
Address Line 4:	LAKE OSWEGO, OREGON 97034
ATTORNEY DOCKET NUMBER:	17.038
NAME OF SUBMITTER:	ALAN M FLUM
SIGNATURE:	/Alan M Flum #64843/
DATE SIGNED:	02/12/2023
Total Attachments: 5	
source=IP-Assignment-Solar-Inc-to-HC-Solar#page1.tif	
source=IP-Assignment-Solar-Inc-to-HC-Solar#page2.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), is dated as of January 21, 2022 by and between **SOLAR INNOVATIONS, INC.**, a Pennsylvania corporation (the “**Assignor**”), and **HC SOLAR HOLDINGS INC.**, a Pennsylvania corporation (the “**Assignee**”).

WHEREAS, Assignor has licensing rights and/or is the owner of all right, title and interest in and to that certain intellectual property identified on Exhibit A which is attached hereto and made a part hereof (the “**Intellectual Property**”);

WHEREAS, Assignor and Assignee have engaged in a corporation reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code as described in IRS Revenue Ruling 2008-18, pursuant to which Assignor became a wholly-owned subsidiary of Assignee;

WHEREAS, in anticipation of closing on the transactions contemplated by that certain Equity Purchase Agreement dated December 22, 2021, between Assignor and Therma-Tru Corp., among other parties (the “**Purchase Agreement**”), the Assignor now desires to transfer to the Assignee the Intellectual Property in accordance with the Purchase Agreement;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest of the Assignor throughout the world in and to the Intellectual Property; and

WHEREAS, this Agreement is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest and obligations and liabilities of the Assignor in and to the Intellectual Property, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, misappropriation or other violation of such Intellectual Property. The Assignee is to hold all right, title and interest in and to the Intellectual Property of Assignor as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made. This assignment shall not alter the ownership interests or rights of any third party (other than Assignor or Assignee).

2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Intellectual Property and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. The Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the Intellectual Property.

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 to be 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. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania.

[Signatures begin on following page]

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

SOLAR INNOVATIONS, INC.

By: 

Gregory A. Header, President

HC SOLAR HOLDINGS INC

By: 

Gregory A. Header, President

[Signature Page to Intellectual Property Assignment -- Excluded Assets]

EXHIBIT A

INTELLECTUAL PROPERTY

Patent and Patent Applications:

Patent or Serial #	Patent	Status
7,866,588	Method of Manufacture of a Fishing Reel	Patented
D560,267 S	Fishing Reel Leg	Patented
9,038,934	Fly Fishing Reel with Drag System	Patented
9,743,651	Fishing Reel Handle Drag System	Patented
CA 2865130	Fly Fishing Reel with Drag System - Canada	Patented
CA 2910528	Fishing Reel Handle Drag System - Canada	Patented
8,528,888	Flanged Material and Standing Seam Clamp (US)	Patented: Maint Fee pd on 9/11/20
CA 2,761,829	Flanged Material and Standing Seam Clamp (Canada)	Patented: Annuities pd thru 12/12/23
8,910,928	Flanged Material and Standing Seam Clamp (CIP US)	Patented
CA 2,930,823	Flanged Material and Standing Seam Clamp (Canada)	Patented: Annuity payment not due until Nov. 18, 2022
EP 3074173 Family	Flanged Material and Standing Seam Clamp (EPO)	
9,714,670	Flanged Material and Standing Seam Clamp (CIP US)	Patented: Maint Fee pd on 7/30/20

10,641,300	Flanged Material and Standing Seam Clamp (CIP US)	Patented
9,011,034	Seam Clamp for Solar Panel and Rooftop Objects	Patented
10,612,243	NA	Patented
10,954,674	Heated Snow Guard (continuation)	Patented (no fees due yet)

15/929,229 (pending)

17/248,150 (pending)

CA 3,079,453 (pending)

Trademarks:

'It's All About the Fight'

Serial No. 86076501

'Spin Power Grip'

Serial No. 77684337

'Innovative Reel Technologies'

Serial No. 77428328

'IRT'

Serial No. 77428290

'Universal'

Serial No. 85519628

Websites:

- www.irtreels.com
- www.universalclamps.com