

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1831604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William H. Bender	02/18/2025
RECEIVING PARTY DATA	
Company Name:	Solaflect Energy, LLC
Street Address:	326 Main Street
Internal Address:	Suite 4
City:	Norwich
State/Country:	VERMONT
Postal Code:	05055
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7748376
Patent Number:	7878191
Patent Number:	8408198
Patent Number:	9329383
Application Number:	18464720
PCT Number:	US2373860
CORRESPONDENCE DATA	
Fax Number:	6175236850
<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:	(617)305-2118
Email:	toni.sousa@hklaw.com,uspatentdocketing@hklaw.com
Correspondent Name:	Toni Sousa
Address Line 1:	10 ST. JAMES AVENUE
Address Line 4:	Boston, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	116582
NAME OF SUBMITTER:	Toni Sousa
SIGNATURE:	/Toni Sousa/
DATE SIGNED:	02/18/2025

Total Attachments: 6

source=Confirmatory Intellectual Property Assignment Signed and Notarized#page1.tiff

source=Confirmatory Intellectual Property Assignment Signed and Notarized#page2.tiff

source=Confirmatory Intellectual Property Assignment Signed and Notarized#page3.tiff

source=Confirmatory Intellectual Property Assignment Signed and Notarized#page4.tiff

source=Confirmatory Intellectual Property Assignment Signed and Notarized#page5.tiff

source=Confirmatory Intellectual Property Assignment Signed and Notarized#page6.tiff

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment (this “**Assignment**”) is entered into as of February 18, 2025 (the “**Effective Date**”) by and between Solaflect Energy, LLC, a Vermont limited liability company (the “**Company**”) and William H. Bender (“**Founder**”).

WHEREAS, Founder is the founder and chief executive officer of the Company and Founder created the Work Product (as defined in **Section 1.1**) with the intention that the Company would own all right, title and interest in and to the Work Product; and

WHEREAS, Founder desires to confirm Founder’s intent that the Company owns all right, title and interest in and to the Work Product.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Company and Founder agree as follows:

1. Assignment and Disclosure of Work Product; Prior Work Product; Further Assurances.

1.1 Assignment and Disclosure of Work Product. Founder confirms that all Assigned IP (as defined in the Confidentiality and Intellectual Property Assignment Agreement entered into as of February 18, 2025 (the “**Confidentiality Agreement**”) which Founder has solely or jointly made, conceived, developed, created, originated, prepared, produced, authored, edited, amended, modified, reduced to practice, or otherwise acquired, or caused to be made, conceived, developed, created, originated, prepared, produced, authored, edited, amended, modified, reduced to practice or otherwise acquired prior to the Effective Date, and which Founder may solely or jointly make, conceive, develop, create, originate, prepare, produce, author, edit, amend, modify, reduce to practice, or otherwise acquire, during the remainder of Founder’s relationship with the Company, whether or not patentable or copyrightable, and regardless of where made, conceived, developed, created, originated, prepared, produced, authored, edited, amended, modified, reduced to practice or otherwise acquired or whose resources are used, that relate to the Company’s business or contemplated business or that relate to or involve the use of any Confidential Information (as defined in the Confidentiality Agreement, including the patents and patent application set forth on **Exhibit A** and all intellectual property rights in all of the foregoing (collectively, the “**Work Product**”) are the sole and exclusive property of the Company. Founder confirms that the Work Product constitutes “work made for hire”, as that term is defined in applicable law, and, as such, all patents, patent rights, copyrights and other intellectual property rights therein automatically and immediately vest in the Company. To the extent that any of the Work Product does not constitute a “work made for hire”, Founder confirms that he has irrevocably assigned to the Company all of his right, title and interest in and to such Work Product, effective as of the date of creation. Founder confirms, to the extent permitted by applicable law, that he has irrevocably waived and released in favor of the Company all claims that he may now or hereafter have in any jurisdiction to all rights of attribution, integrity, disclosure and withdrawal and any other rights that may be known as “moral rights” in relation to the Work Product. Notwithstanding the foregoing, to the extent any such rights were not previously assigned or waived by Founder, Founder hereby irrevocably, unconditionally and absolutely assigns to the Company all of his right, title and interest in and to any of the Work Product that does not constitute a “work made for hire”, effective as of the date of

Exhibit A

creation, and irrevocably waives and releases in favor of the Company all claims that he may now or hereafter have in any jurisdiction to all rights of attribution, integrity, disclosure and withdrawal and any other rights that may be known as “moral rights” in relation to the Work Product. Founder’s assignment of Work Product includes any rights to enforce, including rights to sue or to defend, Founder’s rights in the Work Product. Founder shall promptly and fully disclose to the Company all of the Work Product and treat it as Confidential Information under the Confidentiality Agreement.

1.2 Prior Work Product. Founder confirms that he has not incorporated any Prior Work Product (as defined in this **Section 1.2**) into any of the Work Product as of the Effective Date, and that he will not incorporate any Prior Work Product into any of the Work Product for the remainder of his relationship with the Company. For purposes of this Assignment, “**Prior Work Product**” is any work product of any nature that Founder has solely or jointly made, conceived, developed, created, originated, prepared, produced, authored, edited, amended, modified, reduced to practice, or otherwise acquired, prior to the founding of the Company or outside the scope of Founder’s relationship with the Company that is Founder’s property or the property of a third party.

1.3 Further Assurances. During and after Founder’s relationship with the Company, Founder shall execute and deliver all applications, oaths, assignments, declarations, affidavits, documents and other instruments of assignment, transfer, and conveyance, and take all other actions, which in the opinion of the Company, or its designee, are necessary or desirable to document or effectuate the assignment in **Section 1.1** and enable the Company, or its designee, to file and prosecute applications for and to obtain, maintain, protect and enforce all intellectual property rights in the Work Product, all at the Company’s, or its designee’s, expense. If Founder does not reasonably cooperate with any such request, Founder hereby irrevocably grants the Company power of attorney to execute and deliver any such papers and take any such other actions on Founder’s behalf to document and effectuate the assignment in **Section 1.1** and to apply for, maintain, protect and enforce all intellectual property rights in the Work Product in all jurisdictions with the same legal force and effect as if executed by Founder. Founder confirms that he shall not at any time or for any reason challenge either the scope, validity, enforceability, registration or use of any Work Product or the Company’s ownership thereof or its rights therein.

2. Equitable Relief. Founder acknowledges that a breach or threatened breach by him of any of his obligations under this Assignment would cause the Company irreparable harm for which an award of monetary damages would not be an adequate remedy. Accordingly, in the event of a breach or threatened breach by him of any such obligations, the Company will be, in addition to all other rights and remedies available to it at law, in equity and under this Assignment, entitled to a temporary restraining order, an injunction, specific performance and other equitable relief, without the necessity of posting any bond or other security or showing actual monetary damages or that such damages would be an inadequate remedy. Founder hereby waives any objection that he may have to the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief.

3. Duration of Obligations. Founder acknowledges that his obligations under this Assignment will survive the termination of his relationship with the Company.

4. Acknowledgement. Founder acknowledges that he has (a) had the opportunity to consult with independent counsel of his choosing concerning this Assignment and (b) read and understands this Assignment, is fully aware of its legal effect and has entered into it freely based on his own judgment.

5. Miscellaneous.

5.1 Entire Agreement. This Assignment sets forth the entire agreement between the Company and Founder with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, and proposals, whether written or oral, and any and all other communications relating to the subject matter of this Assignment, between the Company and Founder. There are no covenants, promises, agreements, conditions, or understandings, oral or written, except as set forth in this Assignment.

5.2 Amendments. This Assignment may not be amended, waived or discharged except in a writing signed by the party against whom such amendment, waiver or discharge is to be enforced.

5.3 Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Assignment, and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of the signature page to this Assignment by facsimile or electronic transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

5.4 Governing Law; Jurisdiction. This Assignment and all disputes arising out of or relating to this Assignment will be governed by the laws of the State of Vermont, without application of conflicts of law principles. Any proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment will be subject to the exclusive jurisdiction of the state and federal courts located in the State of Vermont.

5.5 Severability. If any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Assignment, and the remainder of this Assignment will continue in full force and effect as though such invalid, illegal or unenforceable provision had not been contained in this Assignment. Upon such determination that any provision is invalid, the Company and Founder agree to reform and replace such invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that most closely approximates the intent and economic effect of the original provision.

5.6 No Waiver. No waiver by the Company of any breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Assignment will be effective unless it is in writing and signed by the Company. No such waiver will be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor will any granted waiver constitute a continuing waiver unless the writing so specifies.

5.7 Assignment. The Company may freely assign this Assignment and its rights hereunder at any time. Founder may not assign this Assignment or his obligations hereunder without the prior written consent of the Company.

5.8 Binding Effect. Subject to the limitation on Founder's right to assign in **Section 5.7**, this Assignment will be binding on and inure to the benefit of the Company, Founder and their respective heirs, personal representatives, successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the Company and Founder have executed this Assignment as of the Effective Date.

William H. Bender
William H. Bender

William H. Bender
Solaflect Energy, LLC
By: William H. Bender
Title: President

STATE OF Vermont

COUNTY OF Windham

At Morrisville, in said County and State, this 18 day of February, 2025, William H. Bender appeared before me and acknowledged the execution of this Confirmatory Intellectual Property Assignment Agreement and Affidavit to be his/her free act and deed, and the free act and deed of William H. Bender.

[Signature]
Notary Public
My Commission Expires: 1/31/2027

[Signature Page to Confirmatory Intellectual Property Assignment]

Exhibit A

I. Issued Patents:

- a) US-7748376-B2: Solar Collector Stabilized by Cables and a Compression Element
- b) US-7878191-B2: Solar Collector Stabilized by Cables and a Compression Element
- c) US-8408198-B2: Solar Collector Stabilized by Cables and a Compression Element
- d) US-9329383-B2: Solar Collector Stabilized by Cables and a Compression Element

II. Pending Patents:

- a) US-20240083280-A1: Solar-Power EV Charging System
- b) WO 2024/055037: Solar-Power EV Charging System

Exhibit A

[[6671383v.3]]