

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Edison LLC		06/01/2017	Corporation: DELAWARE
EnFlex Corporation		06/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Edgepower, Inc.		
Trading As:	Enflex		
Street Address:	421 Aspen Airport Business Center, Suite D		
City:	Aspen		
State/Country:	COLORADO		
Postal Code:	81611		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2094250	ENFLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	317-467-9100		
Email:	tkelley@overhauser.com		
Correspondent Name:	Tasha R. Kelley		
Address Line 1:	740 West Green Meadows Drive, Suite 300		
Address Line 4:	Greenfield, INDIANA 46140		
NAME OF SUBMITTER:	Tasha R. Kelley		
SIGNATURE:	/Tasha R. Kelley/		
DATE SIGNED:	06/19/2017		
Total Attachments: 4			
source=Enflex - Amendment No. 1 to Transfer Agreement FINAL-signed-executed#page1.tif			
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OP \$40.00 2094250

AMENDMENT NUMBER 1

TO TRANSFER AGREEMENT

This Amendment Number 1 (the “**First Amendment**”) to The Transfer Agreement is made on this 1st day of June, 2017, by and between SunEdison, LLC, (“SunEdison”) and Enflex Corporation (“Enflex”), both having their principal place of business at 13736 Riverport Drive, Maryland Heights, MO 63043 and EdgePower, Inc., a Delaware corporation (“EdgePower”) having a principal place of business at 421 Aspen Airport Business Center, Suite D, Aspen, CO 81611, and amends that certain Transfer Agreement dated as of December 21, 2016 (the “Transfer Agreement”), by and among SunEdison and EdgePower. SunEdison, Enflex and EdgePower together shall be referred to as the “**Parties**” and individually as “**Party**.”

RECITALS:

WHEREAS, on April 21, 2016, and in good faith, SunEdison and certain of its affiliates (“**Debtor Entities**”) filed voluntary petitions for relief commencing cases (collectively, the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”);

WHEREAS, on December 21, 2016, and in good faith, SunEdison and EdgePower entered into the Transfer Agreement by which EdgePower purchased certain intellectual property assets from SunEdison including certain intellectual property purported to be owned by SunEdison (listed in Exhibit A, the “**Intellectual Property Assets**”) in exchange for total purchase consideration of USD 400,000;

WHEREAS, through administrative oversight the Intellectual Property Assets were not in fact owned by SunEdison at the time of closing the Transfer Agreement but were owned by Enflex, a subsidiary of SunEdison;

WHEREAS, Enflex desires to sell, transfer and convey all rights, title and interests to the Intellectual Property Assets to EdgePower and in exchange to seek remuneration solely from SunEdison, which received the total purchase consideration from EdgePower; and

WHEREAS, the Parties hereto agree to amend the Transfer Agreement as provided herein by this First Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, SunEdison, Enflex and EdgePower agree as follows:

ARTICLE I

AMENDMENT TO SELECTED SECTIONS OF THE AGREEMENT

- 1.1 Acknowledgement. The Parties agree and acknowledge that all of the recitals set forth above are true and correct.
- 1.2 Defined Terms. Capitalized Terms used herein and not otherwise defined herein shall have the meanings set forth in the Transfer Agreement.
- 1.3 Sale of Assets
Enflex accepts and acknowledges that its ownership of the Intellectual Property Assets along with any related goodwill and any remaining assets identified in the License Agreement have

been transferred to EdgePower and Enflex assumes with SunEdison all conditions and responsibilities agreed to by SunEdison regarding transfer of the Intellectual Property Assets and remaining assets as found in the Transfer Agreement.

- 1.4 Consideration. The Parties hereby agree that Enflex is entitled to consideration in exchange for the Intellectual Property Assets, but that such consideration shall be provided solely from SunEdison due to its receipt of a reduction in intercompany payables owed by Enflex to the Debtor Entities. Furthermore, the Parties hereby agree that Enflex is entitled to consideration in exchange for the Intellectual Property Assets, but that such consideration shall be provided solely from SunEdison due to SunEdison's initial receipt of the purchase consideration provided by EdgePower pursuant to the closing of the Transfer Agreement.

ARTICLE 2
MISCELLANEOUS

- 2.1 No Other Changes. Other than as specifically provided above, this First Amendment does not modify, change or delete any other addendum, term, provision, representation, warranty or covenant (the "**Provisions**") of the Transfer Agreement, or any Attachment, and all such Provisions of the Transfer Agreement shall remain in full force and effect.
- 2.5 Applicable Law. This First Amendment shall be governed by and construed and enforced in accordance with the Laws of the State of New York and the applicable provisions of the Bankruptcy Code, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, THE Parties hereto have caused this First Amendment to be executed and delivered as of the date stated above.

SUN EDISON, LLC

EDGEPOWER, INC.

By:  _____

Name: John S. Dubel

Designation: CEO and CRO

By:  _____

Name: Nathan Glasgow

Designation: CEO

ENFLEX CORPORATION

By:  _____

Name: Sujay Parikh

Designation: Director and Vice President

EXHIBIT A

IP Assets

Technology

- All information, know-how, methodologies, and trade secrets owned by SunEdison and embodied in the Software and the inventions claimed or described in the Patents, including formulas, algorithms, processes, compilations, methods, and techniques, which are not generally known to, and not readily ascertainable through proper means by, other persons.
- enflex.net; domain name registration with Registrar godaddy.com

Software

- EnFlex API and source code for gateways
- eWeb connect API and source code
- API, eWebConnect, drivers
- <http://sf-svn/svn/legacy> - all EnFlex software of SunEdison, including the controller software, eWeb/eWebConnect, etc.
- <http://sf-svn/svn/EWC> - appears to be a ruby re-implementation of the enterprise web site software
- <http://sf-svn/svn/enflex> - initial downloader for the first SunEdison integration (probably obsolete)
- <http://sf-svn/svn/enflex> connect - small ruby wrapper for EnFlex API, probably also for the initial SunEdison integration
- Drivers for gateways
- EnFlex drivers
- EnFlex web pages (as is)
- All existing documentation pertaining to above listed software and components

Patents

US Patent No. 5,581,478 and US Patent No. 5,793,646

Trademarks

ENFLEX

Trademark Registration No. 2,094,250 (word mark)

Goods: devices for controlling energy consumption, mechanical and electrical systems in buildings and processes, namely, electronic controllers, programmable logic controllers, timeclock switches, electronic security devices, data loggers, data recorders, thermostats, sensors, and wattmeters; telecommunications equipment, namely, boards, routers, gateways, and network

servers for transmitting electronic signals, text, and multimedia data and programs over a global computer network and other computer networks; and software featuring application programming tools and instruction manuals therefor, sold as a unit

Registered September 9, 1997