

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MicroSun Technologies		10/22/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Navitas Systems		
Street Address:	1200 Internationale Parkway		
City:	Woodridge		
State/Country:	ILLINOIS		
Postal Code:	60517		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85547216	INNOVATIVE ENERGY STORAGE SYSTEMS	
Serial Number:	85547199	CORE POWER	
CORRESPONDENCE DATA			
Fax Number:	8665956917		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	630-235-9707		
Email:	LMcFarland-Taylor@sbcglobal.net		
Correspondent Name:	Laura McFarland-Taylor		
Address Line 1:	1084 Four Seasons Lane		
Address Line 4:	Bolingbrook, ILLINOIS 60440		
NAME OF SUBMITTER:	Laura McFarland-Taylor		
Signature:	/Laura McFarland-Taylor/		
Date:	10/24/2012		

OP \$65.00 85547216

TRADEMARK

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is made and effective this 22 day of October, 2012, by and between MicroSun Technologies LLC ("Assignor"), a corporation organized and existing under the laws of the State of Illinois, located at 1200 Internationale Parkway, Woodridge, Illinois 60517, and Navitas Systems LLC ("Assignee"), a corporation organized and existing under the laws of the State of Illinois, located at 1200 Internationale Parkway, Woodridge, Illinois 60517, herein referred to individually as "Assignor" or "Assignee", or collectively as "Parties", the Parties agree as follows:

Assignor, is the owner of certain trademarks and trademark applications identified as follows (each, a "Trademark" and collectively, the "Trademarks"):

1. CORE Power, serial number 85547199, and
2. Innovative Energy Storage Systems, serial number 85547216;

Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

I. Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and convey to Assignee, its successors and assigns, all worldwide rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, the ongoing and existing business of Assignor to which the Trademarks pertain, all rights to prepare derivative marks, and all goodwill associated with the Trademarks and all other rights), in and to the Trademarks, together with all rights and privileges granted and secured thereby, including all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Trademarks prior to, on, or after the date of this Agreement, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the

United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

2. Representations and Warranties

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- c. The Trademarks are free of any liens, security interests, encumbrances or licenses;
- d. The Trademarks do not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- f. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

Assignee represents and warrants to Assignor:

- a. Assignee has the right, power and authority to enter into this Agreement;
- b. Assignee is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Illinois Law Governs

This Agreement shall be deemed to have been executed and delivered within the State of Illinois, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois without regard to principles of conflict of laws.

4. Severability

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provision or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end, the provisions of this Agreement are declared to be severable.

5. Waiver of Breach

No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

6. Litigation

Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to the state and federal courts (as applicable), to be held in Will County, Illinois. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

7. Entire Agreement

This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the Parties, and this Agreement constitutes the entire agreement between the Parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by each of the Parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein.

8. Headings Not Controlling

Headings in this Agreement are used for ease of reference and are not controlling of the interpretation of this agreement.

All Parties signing this Agreement expressly covenant that they have read the entire Agreement, understand its provisions and their rights and duties arising hereunder, and expressly agree to abide thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DATED: OCTOBER 22, 2012

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MicroSun Technologies LLC:

Navitas Systems LLC:

By: *Thomas Golab*
Name: Thomas Golab
Title: Vice President

By: *Nancie Elshafei*
Name: Nancie Elshafei
Title: CEO

State of ILLINOIS :
County of COOK :

Personally appeared before me the above-named THOMAS GOLAB AND NANCIE ELSHAFEI to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of MicroSun Technologies LLC in my presence on the date thereof and acknowledged the same to be ^{their} ~~his~~ voluntary act and deed.

William J. Cotter

Notary Public

My commission to expire on _____

