

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amonix, Inc.		06/06/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arzon Solar, LLC		
<b>Street Address:</b>	1709 Apollo Court		
<b>City:</b>	Seal Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90740		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4034088	AMONIX	
<b>Registration Number:</b>	4034089	AMONIX	
<b>Registration Number:</b>	4034090	AMONIX	
<b>Registration Number:</b>	3984700	POWERING THE FUTURE NOW	
<b>Registration Number:</b>	3549262	AMONIX	
<b>Registration Number:</b>	3633778	AMONIX	
<b>Registration Number:</b>	2759229	POWERING OUR FUTURE	
<b>Registration Number:</b>	2753449	MEGAMODULE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>			
<b>Phone:</b>	2028427800		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Susan Christoff		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	323496-20000		
<b>NAME OF SUBMITTER:</b>	Susan Mobley		
<b>SIGNATURE:</b>	/Susan Mobley/		

CH \$215.00 4034088

<b>DATE SIGNED:</b>	12/19/2014
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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Trademark Assignment**") is made as of June 6, 2014, by and between Amonix (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Amonix, Inc. (the "**Seller**"), and Arzon Solar, LLC, a California limited liability company (the "**Buyer**"). Seller and Buyer (the "**Parties**" and each a "**Party**") are parties to that certain Asset Purchase Agreement dated as of June 6, 2014 (the "**Purchase Agreement**"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Purchase Agreement.

### RECITALS

WHEREAS, Seller wishes to convey to Buyer, to the extent transferable or assignable, all of its right, title and interest in and to those trademarks specifically described on Schedule A attached hereto and incorporated herein by this reference, all applications and registrations pertaining thereto and all common law rights associated therewith, together with any goodwill arising therefrom (collectively, the "**Trademarks**");

WHEREAS, Buyer desires to acquire such right, title and interest in and to the Trademarks (and the goodwill represented thereby) from Seller, all in accordance with and subject to the terms and conditions of the Purchase Agreement.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Seller hereby sells, transfers and assigns to Buyer (and its successors and assigns), to the extent transferable or assignable, all of its right, title and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including their right, if any, to license the Trademarks to others, and all rights to sue and collect damages and/or profits for claims of future infringements of the Trademarks.

2. Recordation of Assignment. Seller hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental authority in any applicable jurisdiction to record Buyer as the owner of their respective interests in the Trademarks and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles.

4. Amendment; Waiver. This Trademark Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any

extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

5. Counterparts. This Trademark Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment.

6. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, the Parties are executing and delivering this Trademark Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Sections 5.3(a) through (d) of the Purchase Agreement).

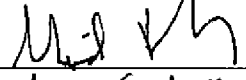
***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]**

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Trademark Assignment on the date first above written.

**SELLER:**

Amonix (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Amonix, Inc.

By:   
Name: Michael & Mason  
Title: mgr.

**BUYER:**

Arzon Solar, LLC

By: Coltron Holdings, LLC

By: \_\_\_\_\_  
Gerald H Turpanjian  
Manager

***[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]***

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Trademark Assignment on the date first above written.

**SELLER:**

Amonix (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Amonix, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

Arzon Solar, LLC

By: Coltron Holdings, LLC

By:  \_\_\_\_\_  
Gerald H Turpanjian  
Manager

## SCHEDULE A

### TRADEMARKS

<u>Registered Trademarks</u>			
<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
United States	4034088	10/4/2011	AMONIX & Sun Design
United States	4034089	10/4/2011	AMONIX & Sun Design
United States	4034090	10/4/2011	AMONIX & Sun Design
United States	3984700	6/28/2011	POWERING THE FUTURE NOW
United States	3549262	12/23/2008	AMONIX
United States	3633778	6/9/2009	AMONIX & Arrow Design
United States	2759229	9/2/2003	POWERING OUR FUTURE
United States	2753449	8/19/03	MEGAMODULE
Australia	1236794	4/22/08	AMONIX
Australia	1236795	4/22/08	AMONIX & Arrow Design
Canada	TMA799787	6/13/11	AMONIX
European Community	6662175	2/18/09	AMONIX
European Community	6663413	2/18/09	AMONIX & Arrow Design
European Community	9880329	9/12/11	POWERING THE FUTURE NOW
China (PRC)	6681015	4/14/10	AMONIX
China (PRC)	6681017	3/28/10	AMONIX & Arrow Design
India	1690234	3/18/10	AMONIX & Arrow Design
Israel	211635	12/6/09	AMONIX
Japan	5164155	9/5/08	AMONIX
Japan	5164156	9/5/08	AMONIX & Arrow Design
México	1065176	10/6/08	AMONIX & Arrow Design
México	1070329	11/4/08	AMONIX
México	1139007	1/22/10	AMONIX & Arrow Design
Singapore	T1106680J	5/23/11	AMONIX & Sun Design
Switzerland	575375	8/14/08	AMONIX & Arrow Design
Switzerland	575419	8/14/08	AMONIX

<u>Pending Trademark Applications</u>			
<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
China (PRC)	9149971	2/25/11	AMONIX & Sun Design
China (PRC)	9149970	2/25/11	AMONIX & Sun Design
China (PRC)	9149972	2/25/11	AMONIX & Sun Design
China (PRC)	9551267	6/3/11	AMONIX & Sun Design
China (PRC)	9313368	4/8/11	POWERING THE FUTURE NOW
European Community	9664335	1/17/11	AMONIX & Sun Design
India	1690229	5/21/08	AMONIX
India	2088278	1/21/11	AMONIX & Sun Design
India	2088279	1/21/11	AMONIX & Sun Design
India	2088280	1/21/11	AMONIX & Sun Design
South Africa	2011/00722	1/14/11	AMONIX & Sun Design
South Africa	2011/00723	1/14/11	AMONIX & Sun Design
South Africa	2011/00724	1/14/11	AMONIX & Sun Design