

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332223

<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>
VKR Holding A/S		12/31/2014	CORPORATION: DENMARK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heliodyne Corporation		
<b>Street Address:</b>	4910 Seaport Avenue		
<b>City:</b>	Richmond		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94084		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3449199	HELIODYNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159890932		
<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>	415-989-5900		
<b>Email:</b>	spohl@cbmlaw.com		
<b>Correspondent Name:</b>	Siegmar Pohl, c/o Carroll, Burdick		
<b>Address Line 1:</b>	44 Montgomery Street, Ste 400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	039973		
<b>NAME OF SUBMITTER:</b>	Siegmar Pohl		
<b>SIGNATURE:</b>	/Siegmar Pohl/		
<b>DATE SIGNED:</b>	02/13/2015		
<b>Total Attachments: 12</b>			
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source=IPR and Know How Sale and Purchase Agmt - rdctd#page12.tif

**INTELLECTUAL PROPERTY RIGHTS AND KNOW-HOW SALE AND  
PURCHASE AGREEMENT**

Between

**VKR Holding A/S**  
CVR no. 30 83 04 15  
Breettevej 18  
2970 Hørsholm  
Denmark  
("VKR")

and

**Heliodyne Corporation**  
a California corporation  
4910 Seaport Avenue,  
Richmond, CA 94084, USA  
("Purchaser")

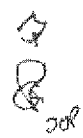
(VKR and Purchaser are herein collectively referred to as the "**Parties**" or individually as a "**Party**").

**1. Definitions and interpretation**

**1.1 Definitions**

In this Agreement, unless the context otherwise requires, the below terms and expressions have the following meaning:

- 1.1.1 "Agreement" means this intellectual property rights and know-how sale and purchase agreement including the Schedules hereto as may be amended from time to time.
- 1.1.2 "Business Day" means any day on which commercial banks are generally open in Denmark and USA.
- 1.1.3 "Closing" has the meaning set out in the Share Sale and Purchase Agreement.
- 1.1.4 "Effective Date" means 31 December 2014.
- 1.1.5 "Know-how" means any and all inventions, discoveries, processes, techniques, methods, drawings, technology, designs, specifications, marketing information and other information, whether in written or unwritten form, which was sold and



assigned by Purchaser to VKR by the Intellectual Property Rights and Know-how Sale and Purchase Agreement dated 30 July 2010 as listed in **Schedule 1.1.5**.

- 1.1.6 "Licence Agreement" means the license agreement between VKR and Purchaser dated 30 July 2010 with subsequent amendments (if any).
- 1.1.7 "Product Development Agreement" means the product development agreement between VKR and Purchaser dated 30 July 2010 with subsequent amendments (if any).
- 1.1.8 "Share Sale and Purchase Agreement" means the share sale and purchase agreement entered into on today's date between on the one hand SolarCAP and on the other hand Ole Pilgaard relating to Purchaser.
- 1.1.9 "SolarCAP" means the company SolarCAP A/S, a limited liability company incorporated and registered under the laws of Denmark with CVR-No. 26 43 49 47 and its registered address at Breeltevej 18, DK-2970 Hørsholm.
- 1.1.10 "Trademarks" means the trademarks, trademark applications, trademark registrations, internet domain names, trade names or styles, and any renewals and extensions thereof, now or hereafter registered or owned by VKR listed in **Schedule 1.1.10**.
- 1.1.11 "VKR's Knowledge" means the knowledge, which the employees administering the intellectual property rights within VKR, has or ought to have had after having made due inquiry with the relevant persons.

## **1.2 Interpretation**

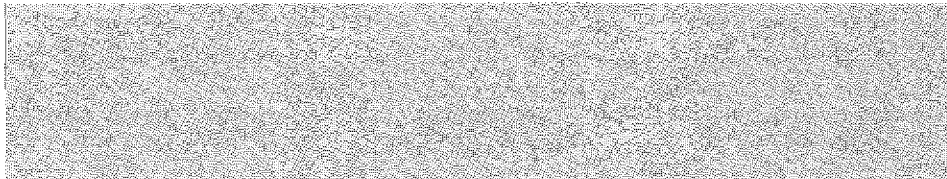
- 1.2.1 Each Party has participated in the negotiation and drafting of this Agreement. Neither Party shall be considered as author of this Agreement for purposes of its interpretation.

## **2. Background and purpose**

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**3. Sale and Assignment**

3.1 Effective as of the "Effective Date, VKR hereby sells and assigns and Purchaser hereby purchases and acquires any and all of VKR's rights, privileges and title in and to the Trademarks and the Know-how upon the terms and subject to the conditions of this Agreement.

3.2 VKR undertakes to deliver to Purchaser, as soon as reasonably practicable following the Closing, all original certificates of registration relating to the Trademarks in so far as such are not already in possession of Purchaser. In so far as domain names must be registered in the name of a third party domiciled in a particular country, Purchaser will appoint forthwith such third party as formal registrant, however, the Parties agree that such formal registration shall be without prejudice to Purchaser's ownership, title and full benefit to such domain names.

**4. Purchase Price**

4.1 The Parties agree that the purchase price for the Know-how is [REDACTED]

4.2 The Parties agree that the purchase price for the Trademarks is [REDACTED]

4.3 Thus, the aggregate purchase price for the Know-how and the Trademarks is [REDACTED]

4.4 All amounts are exclusive of any applicable VAT, sales tax or the like.

4.5 Purchaser agrees to pay the Purchase Price to VKR on Closing.

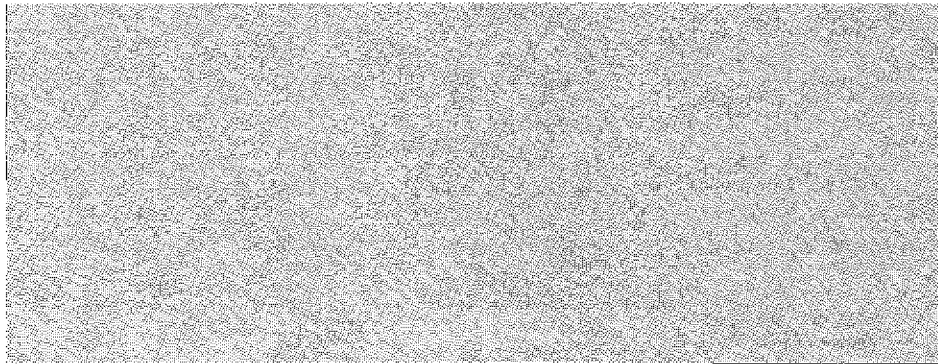
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**5. Costs**

5.1 As soon as possible following Closing, Purchaser shall cause the transfer(s) to Purchaser of the Trademarks be duly registered in the relevant registers of the competent authorities at its costs and expense.

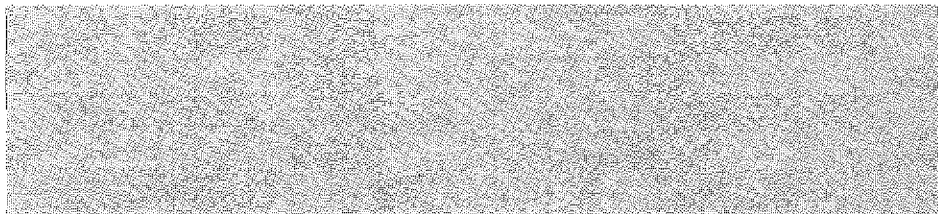
5.2 From Closing, Purchaser takes over the responsibility for the administration of the Trademarks. Pending registration of the transfer(s) and license(s) VKR agrees to administer the Trademarks on behalf of Purchaser under instruction from Purchaser. Should Purchaser fail to give due and timely instructions to VKR regarding the administration of the Trademarks, VKR is entitled to take relevant actions, including effecting payments, on the Purchaser's behalf, as VKR deems reasonably fit and appropriate to maintain and protect the Trademarks in accordance with the same practices and principles as applied by VKR prior to Closing with the exception of disputes or claims relating to the Trademarks, where VKR shall have no obligation to act on Purchaser's behalf unless specific instructions are given by Purchaser and Purchaser agrees to reimburse any associated costs. Any external or internal costs and expenses directly or indirectly associated with the administration of the Trademarks relating to the period after the Effective Date shall be exclusively borne by Purchaser. VKR shall be entitled to invoice Purchaser on a monthly basis. The invoices must contain reasonable details and include relevant documentation supporting the incurred costs and expenses. Any time spent by employees of VKR in relation to the administration of the Trademarks is payable at an hourly rate of DKK 1,200, excluding VAT, if any.

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**6. The License Agreement and the Development Agreement**

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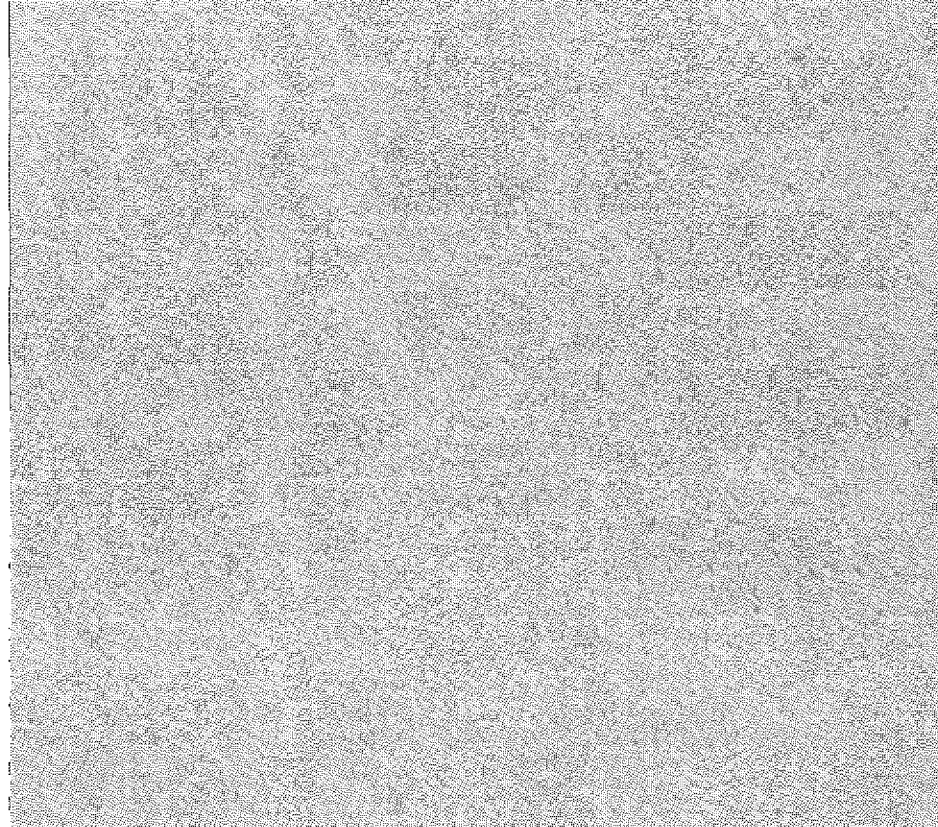


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**7. VKR's Representations and Warranties**

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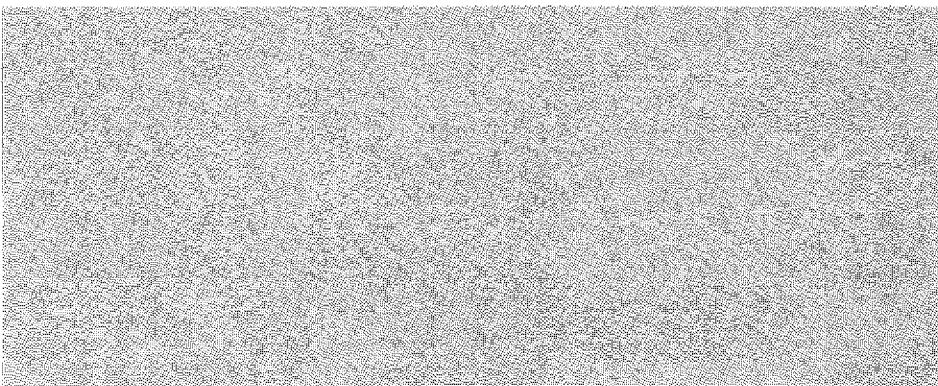
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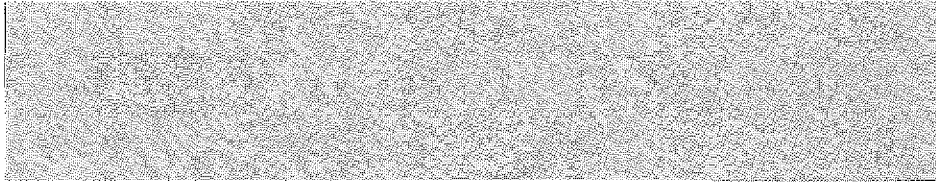
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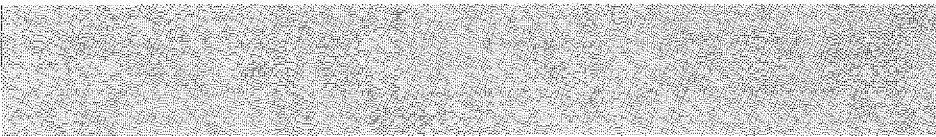
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**8. Breach**

**8.1 Remedy of breach**



**8.2 Exercise of remedy and indemnification**



**9. Effectiveness, termination and amendment**

**9.1 Effectiveness**

9.1.1 Except for the provisions of Clauses 1 (Definitions and interpretation), 8 (Breach), 9 (Effectiveness, termination and amendment), 10 (Confidentiality), 11 (Governing Law) and 12 (Miscellaneous provisions), this Agreement shall not become effective unless Closing has been perfected, in which case the Agreement shall become effective as from the Effective Date.

**9.2 Termination**

9.2.1 This Agreement is non-terminable.

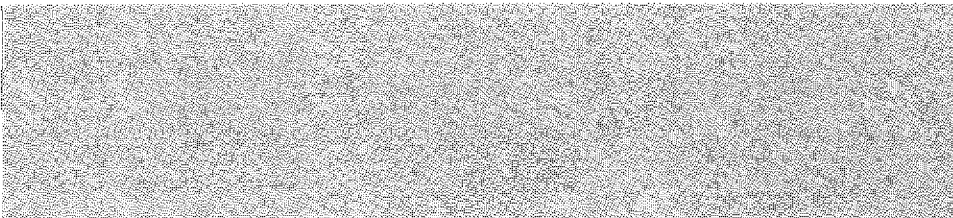
**9.3 Amendment**

9.3.1 Any amendments to or termination of Agreement are valid only if made in writing and signed by duly authorised representatives of both Parties.

**10. Confidentiality**

**10.1 Confidential Information**

**10.1.1**

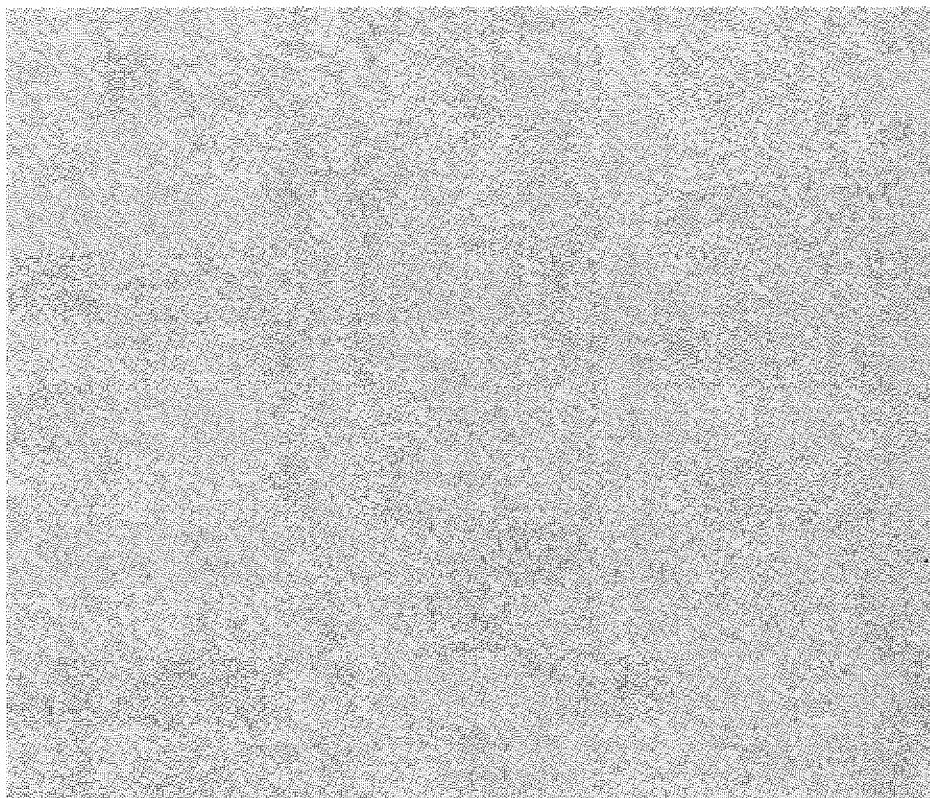


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**10.2 Permitted disclosure of information**

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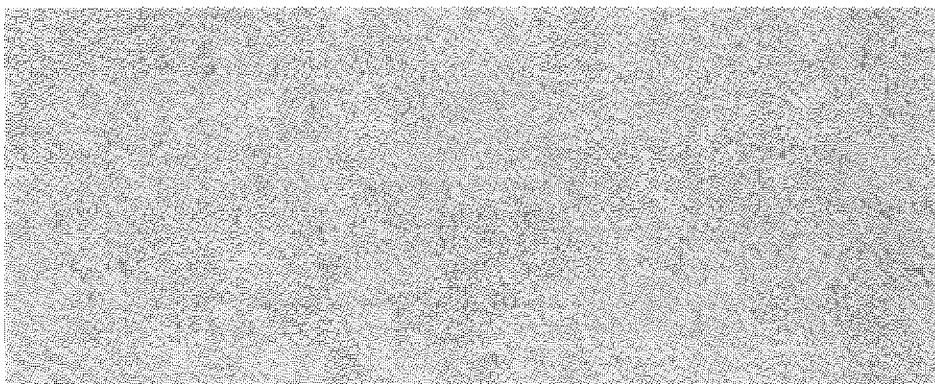
**11. Governing law and arbitration**

**11.1 Governing law**

11.1.1 This Agreement and any dispute concerning its existence and validity is governed by the laws of Denmark, excluding its conflict of laws rules.

**11.2 Arbitration**

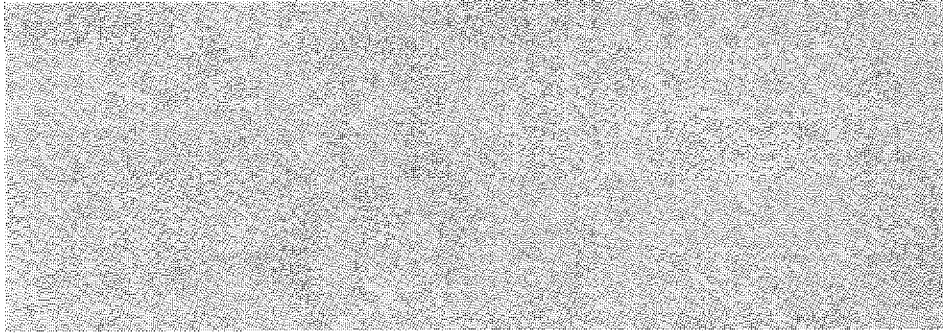
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**12. Miscellaneous provisions**

**12.1 Assignment of rights and obligations**

12.1.1 Neither Party may transfer or assign this Agreement or any of its rights or obligations hereunder to any third party – whether in ownership or as security – without the prior written approval of the other Party.

**12.2 Notices**

12.2.1 Any notice given in connection with this Agreement shall be in writing and be (i) delivered personally or sent by (ii) telefax and email or (iii) registered letter to the following addresses (the “Notice”):

(1) If to VKR:

VKR Holding A/S  
Breeltevej 18  
2970 Hørsholm  
Denmark  
[ilj@vkr-holding.com](mailto:ilj@vkr-holding.com)

Attn.: CEO Jan Lundsgaard Jensen

(2) If to Purchaser:

Heliodyne Corporation  
4910 Seaport Avenue,  
Richmond, CA 94084,  
USA  
[opa@heliodyne.com](mailto:opa@heliodyne.com)

Attn.: President Ole Pilgaard

12.2.2 By giving notice in accordance with Clause 12.2.1 a Party may notify the other Party of a change of its name, address or other information provided in Clause

↑  
*[Handwritten signature]*

12.2.1, after which such changed name, address or other information will apply to notices given under this Agreement.

**12.3 Invalid or unenforceable terms**

12.3.1 If a provision of this Agreement or part thereof becomes invalid or unenforceable, the validity or enforceability of the remaining provisions of the Agreement will not be affected. In such case the Parties shall endeavor to negotiate in good faith any necessary adjustments of this Agreement in order to secure their vital interests and main objectives prevailing at the Signing Date. Failing an agreement between the Parties on necessary adjustments of this Agreement, such adjustments shall be made by arbitration in accordance with Clause 11.


**12.4 Entire agreement**

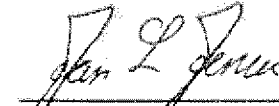
12.4.1 This Agreement comprises the entire and only agreements between the Parties relating to the matters described therein. This Agreement supersedes any prior agreements, whether written or oral, relating to such matter.

\*\*\*\*\*

Hørsholm, 29 December 2014


For and on behalf of VKR Holding A/S:

  
Name: Søren Bjerre-Nielsen  
Title: Chairman of the Board of Directors

  
Name: Jan Lundsgaard Jensen  
Title: CEO

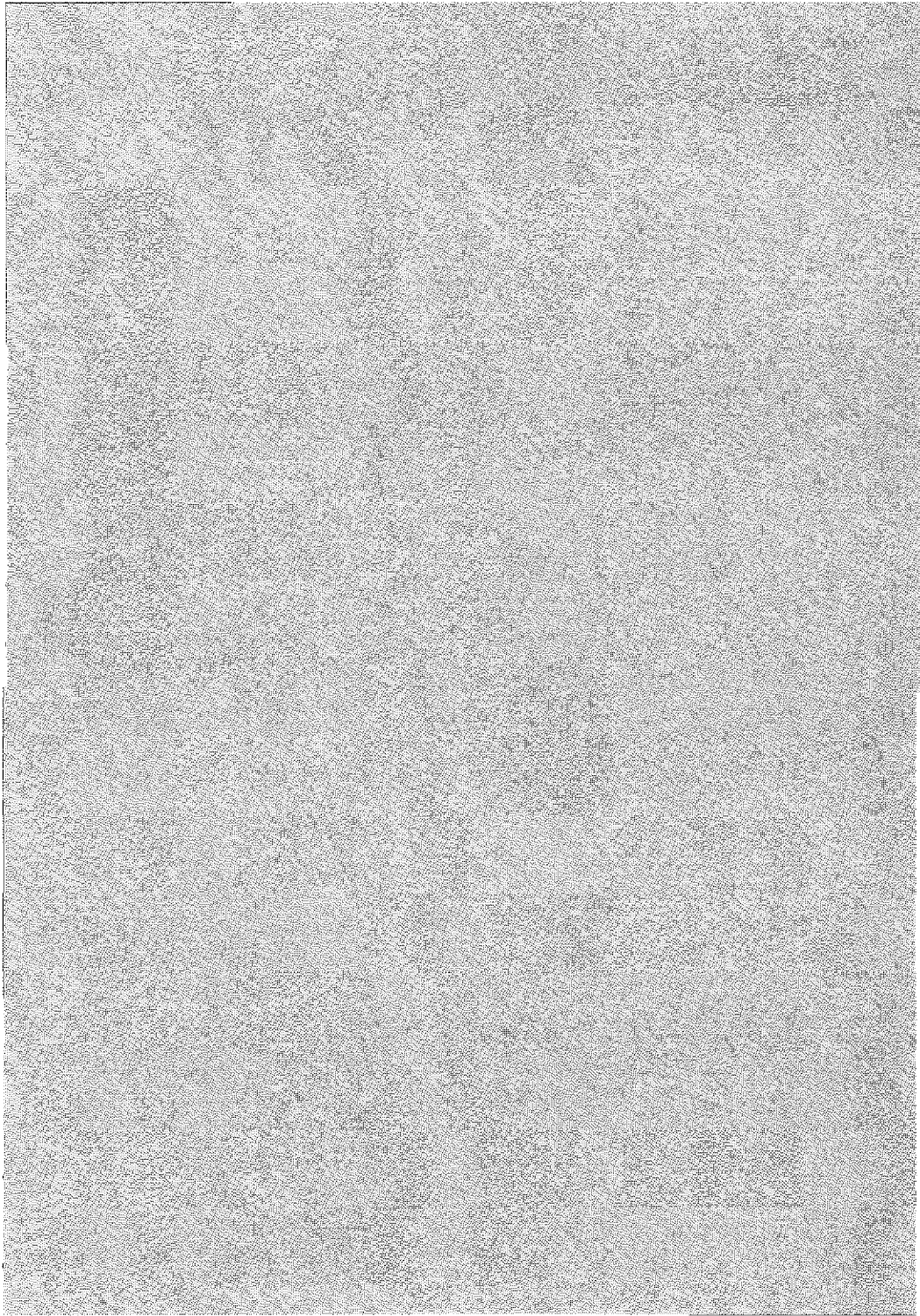
For and on behalf of Heliodyne Corporation:

  
Name: Torben Sørensen  
Title: Director

  
Name: Ole Pilgaard  
Title: President

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Schedule 1.1.5  
Know-How



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A circled 'Q' with a checkmark-like mark below it.

Schedule 1.1.10  
Trademarks

TRADEMARKS

Title	Country Name	Case Status	Case Type	Filing Date	Int. Trademark Classes	Registration Date	Registration No
HELIODYNE	United States of America	Registered	Normal	2007-10-30	11	2008-06-17	3449199

DOMAINS

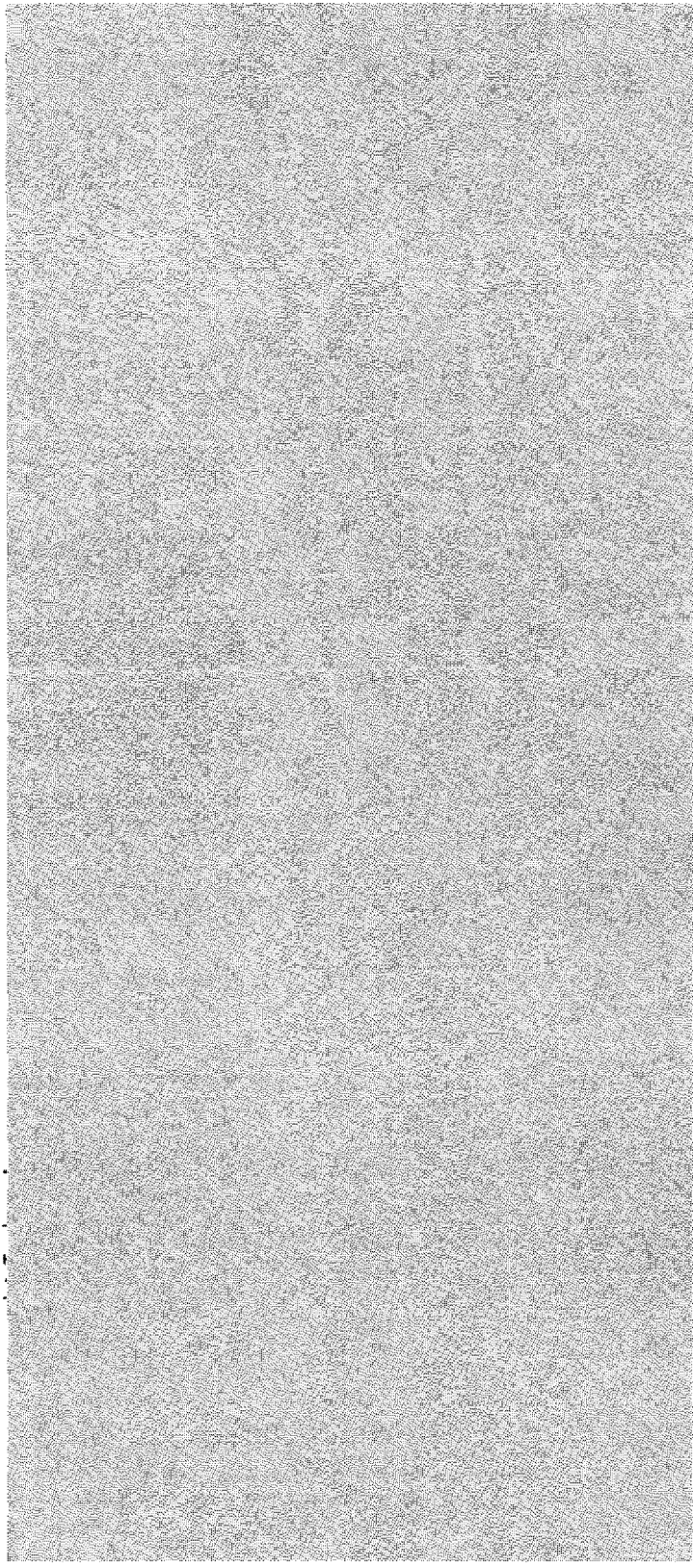
Domain Name	Country	Registration Date	Registry Expiry Date	Paid Until Date

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Schedule 5.3  
Non-Relevant Trademarks

TRADEMARKS

Title Country Name Case Status Case Type Filing Date Int. TM Classes Registration Date Registration No



DOMAINS

Domain Name Country Registration Date Registry Expiry Date Paid Until Date



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