

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360344

<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>
Escrow.com		10/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Power Integrations, Inc.		
<b>Street Address:</b>	5245 Hellyer Avenue		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95138		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4304968	@POWER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7148358022		
<b>Email:</b>	tom@thomascollinslaw.com		
<b>Correspondent Name:</b>	Thomas A. Collins		
<b>Address Line 1:</b>	505 North Tustin Ave., Suite 207		
<b>Address Line 4:</b>	Santa Ana, CALIFORNIA 92705		
<b>NAME OF SUBMITTER:</b>	Thomas A. Collins		
<b>SIGNATURE:</b>	/Thomas A. Collins, Esq./		
<b>DATE SIGNED:</b>	10/28/2015		
<b>Total Attachments: 8</b>			
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## ESCROW INSTRUCTIONS AND AGREEMENT

This **ESCROW AGREEMENT** (this "**Agreement**" ), refers to the Purchaser and Seller set forth on the signature page hereto and Escrow.com, a Delaware corporation ( "**Escrow Agent**" ). **PURCHASER, ESCROW AGENT AND SELLER** are collectively referred to herein as the "**Parties**" .

### RECITALS

A. Seller is selling and Purchaser is purchasing certain assets of the Seller' s including, without limitation, the domain name(s) Power.com ( the "**Domain Name**" ) and the Trademark @POWER.COM (the Mark).

B. Seller and Purchaser have electronically engaged Escrow.com on the website www.Escrow.com, and agreed to the terms and conditions thereon, including but not limited to the Terms of Use and the General Escrow Instructions.

C. Purchaser and Seller wish to establish an escrow arrangement to secure Seller's rights to payments, and as such Purchaser and Seller desire to assign title to ownership of the Domain Name and the Mark to the Escrow Agent to hold by private registration as an escrow agent/custodian in trust for the benefit of Purchaser and Seller, and Escrow Agent has agreed to hold the Domain Names and Mark pursuant to the terms of this Agreement and the Purchase Agreement (including its Exhibits) between the Seller and the Purchaser, a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference. If there is a conflict of terms between this Agreement and the Purchase Agreement between Seller and Purchaser, then the terms of the Purchase Agreement shall prevail as to such conflicting terms. If there is a conflict between Escrow.com and either Seller or Purchaser or both, then this Escrow Agreement will prevail as to such conflicting terms. Escrow Agent shall hold the Domain Name and the Mark until payment in full has been made by Purchaser, at which time, Escrow Agent, according to the terms of this Agreement and the Purchase Agreement, shall transfer the registration of the Domain Name and the Mark to Purchaser.

D. The Parties also agree that the Escrow Agent will receive from the Purchaser payments to be made by the Purchaser and disburse such payments actually received by Escrow Agent to the Seller, and that the Escrow Agent will hold as an escrow agent/custodian in trust only the Escrow Items (as defined in Section 5 below). Upon payment of the purchase price to Escrow Agent and payment to Seller of the first half of the purchase price, Escrow Agent shall deposit the balance of the purchase price into an FDIC insured interest bearing account(s), with the interest gained thereon distributed to the Seller with the final payment. Bank charges and fees associated with opening and maintaining any such bank accounts, shall be the Seller's responsibility.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and

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valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**1. Assignment of Domain Name to Escrow Agent.** On, \_\_\_\_\_, 2014, Seller will transfer title to the Domain Name to Escrow Agent in trust for the benefit of Purchaser and Seller and Escrow Agent agrees to hold by private registration, and subsequently transfer title to the Domain Names as set forth in this Agreement. Seller shall take all steps necessary to transfer such registration of the Domain Names with any third party registrar as selected by Escrow.com so that the "WHOIS" information will be privately registered in the Escrow Agent's name for the duration of this Escrow. All communications with the registrar of the Domain Names thereafter shall be sent directly to, and made by Escrow Agent. Notwithstanding the foregoing, if payment is not made in full by the due date, the Mark shall be and remain the sole property of Seller.

**2. Transfer of Mark.** On the terms set forth in the Purchase Agreement, Seller is selling and transferring to Purchaser, and Purchaser is purchasing and acquiring from Seller, all rights, title and interest in and to the trademark "@POWER.COM" together with the goodwill of the business symbolized by the trademark, including any registrations that may have been issued or applications that are pending in Seller's name for the Mark. Seller further is selling, assigning and transferring to Purchaser its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark, allowing Purchaser to freely use the Mark during the pendency of this Escrow Agreement. Seller shall, upon opening of Escrow, transfer the registration of the Mark to the Escrow Agent and, upon payment in full of the purchase price, Escrow Agent shall transfer the registration of the trademark "@POWER.COM" to the Purchaser, its successors or assigns. The transferor of the Mark (Seller and Escrow Agent, as the case may be) will use the online recordation form to complete the recordation in accordance with the Recordation Form Cover Sheets attached as **Exhibits C and D**. Notwithstanding the foregoing, if payment is not made in full by the due date, the Mark shall be and remain the sole property of Seller. Seller and Purchaser agree to indemnify and hold Escrow Agent harmless from any and all claims in connection with the transfer of Mark to Escrow Agent or the subsequent transfer of the Mark to Purchaser or Seller as the case may be, provided that said Mark is indeed transferred and recorded as set forth herein. Escrow Agent is not a party to the Escrow Items and is solely a third party neutral provider of escrow services to facilitate the sale and transfer of the Mark and Domain Names.

**3. Administration of the Domain and Domain Name.** During the term of the escrow, Escrow Agent agrees to administer Domain Name system changes ("Administrative Changes"). Seller consents, without further notice, to any action consistent with this Agreement by Escrow Agent. Seller and Purchaser agree to indemnify and hold Escrow Agent harmless from any and all claims in connection with Administrative Changes to the Domain Names. A change in the registration of the owner thereof, can only be effectuated upon the written consent of both Seller and Purchaser, upon payment of the agreed upon purchase price in full, or upon the failure of Purchaser to meet its obligations as required in paragraph 6.b. Purchaser may instruct Escrow Agent to make Administrative Changes during the term of the Escrow by sending an email from one of Purchaser's designated email addresses, \_\_\_\_\_ and, \_\_\_\_\_ to dnholding@escrow.com. Purchaser is to include the transaction number and domain name in the subject line of the email. Administrative Changes are typically processed by Escrow Agent within two (2) business days. Escrow Agent has agreed to execute this Agreement solely to memorialize its

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agreement to act as an escrow holder hereunder. Escrow Agent is not a party to the Escrow Items and is solely a third party neutral provider of escrow services to facilitate the sale and transfer of the Domain Names. Escrow Agent shall be responsible for the maintenance or renewal of the Domain Names while they are in escrow or held by the Escrow Agent.

4. **Administration of Payments.** Purchaser will make payments to Escrow Agent by wire transfer to an account designated in writing by the Escrow Agent according to the payment schedule set forth on Exhibit A (the Payment Schedule) . The Escrow Agent agrees to accept the payments pursuant to the Payment Schedule and to disburse the same to the Seller, by check, wire transfer, or ACH payment as determined by Seller. Seller shall pay all fees associated with any outgoing wire transfer or ACH payments.

5. **Documents in Escrow.** In addition to holding the Domain Name and Mark, Escrow Agent will hold copies of the following executed documents as applicable:

N/A

The above described items together with the Domain Name, Mark and any other documents necessary to consummate the transfer of the Domain Name and Mark, are collectively called the "Escrow Items." Escrow Agent shall not be responsible for, nor incur any liability for the adequacy, sufficiency, title or legal effect of any of the Escrow Items, and Escrow Agent makes no representation or warranty of any nature in connection with the Escrow Items.

6. **Delivery of Escrow Items by Escrow Agent.** Escrow Agent agrees to deliver the Escrow Items as follows:

a. **To Purchaser.** At the time Purchaser has made all payments due under the Payment Schedule, the Escrow Agent shall deliver the Escrow Items to Purchaser within five (5) business days.

b. **To Seller.** If Purchaser fails to make a payment due under the Payment Schedule, Seller may declare a default by sending Purchaser a notice of default. Such notice of default shall also be sent in writing to the Escrow Agent. If the Purchaser fails to cure the default within five (5) business days following such notice, Seller shall have the right to notify the Escrow Agent (with a copy to Purchaser) of such failure and demand delivery of the Escrow Items. Escrow Agent shall deliver the Escrow Items to Seller within five (5) business days after the default cure period has passed.

7. **Establishment of Escrow and Escrow Fees:** Upon execution hereof, Purchaser and Seller shall jointly and severally pay to Escrow Agent the Escrow Agent's fee as set forth on the transaction detail screen and detailed on **Exhibit "A"**. The Escrow Agent's fee is not pro-ratable, even if the purchase price is paid in full before its scheduled due date, and is non-refundable. In addition, Purchaser and Seller shall timely reimburse Escrow Agent for all third party fees and costs associated with this Agreement, including Escrow Agent's legal fees.

7.1 The Escrow Agent shall hold the Escrow Items in trust to the extent permitted by law, and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent agrees to accept delivery of the Escrow Items and to hold the Escrow Items in the Escrow Account, upon the terms and conditions of this Agreement and the Purchase Agreement.

7.2 Purchaser and the Seller hereby appoint the Escrow Agent to serve as agent for the purpose of holding and distributing the Escrow Items upon the terms and conditions set forth in this Agreement and the Purchase Agreement, and the Escrow Agent accepts such appointment subject to the terms and conditions of this Agreement and the Purchase Agreement.

7.3 On written request, the Escrow Agent will send monthly statements to Purchaser and the Seller of the funds received and disbursed by the Escrow Agent. Escrow Agent shall not be responsible for preparing or sending any 1099 Interest Statement to any party.

7.4 If after 30 days from closing, the Purchaser or Seller has not accepted the delivery of the Escrow Items, the receiving party will be responsible a monthly holding fee equal to the monthly holding fee named in Appendix "A" .

**8. Addresses for Notice.**

If to Escrow Agent:

30318 Esperanza

Rancho Santa Margarita, CA 92688

Attn: Domain Holding Department

If to Purchaser or Seller, the parties hereto shall use the address for notices set forth in the Purchase Agreement.

**9. Incorporation of the General Escrow Instructions.** Except as modified by this Agreement, the terms of the General Escrow Instructions which both parties have agreed to electronically are adopted by the Parties and incorporated herein by this reference.

**10. Termination.** Unless terminated by Escrow Agent, this Agreement shall terminate on the final disbursement by Escrow Agent of final payment of the purchase price due under the Payment Schedule to Seller and delivery of the Escrow Items as set forth herein, or upon Purchaser's failure to cure a default as set forth in paragraph 5. b. and delivery of the Escrow Items to Seller.

**11. Services Not Included.** The Purchaser and Seller (and/or Broker when applicable) understand that the above escrow services DO NOT include any representation of  
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warranty, either expressed or implied by Escrow.com, and that Escrow.com assumes no responsibility for the legality of the transaction, condition of the ownership, sufficiency of instruments conveying ownership, or agreements therefore. Payment of sales tax, utilities, future performances of Purchaser and Seller (and/or Broker when applicable), transfer of any insurance policies or warranties, legality of the transaction or legal effect thereof or any other matters related to merchandise or this escrow not specifically included herein shall be considered outside of escrow and neither Escrow.com nor any of the Escrow.com affiliates shall have any further responsibility and/or liability for same.

*(signatures on following page)*

*Escrow Instructions and Agreement  
Signature Page*

IN WITNESS WHEREOF, the parties hereto have delivered this Agreement as of the date first above written.

**Purchaser:**

DocuSigned by:  
Doug Bailey  
By: 3FF1217935F8428...  
Name: Doug Bailey  
Title: VP Marketing  
Company: Power Integrations  
Date: 7/9/2014

**Seller:**

DocuSigned by:  
Leigh Power  
By: F4BB951A27CA488...  
Name: Leigh Power  
Title: president  
Company: Power Assist, Inc.  
Date: 7/9/2014

**Broker:**

DocuSigned by:  
Scott Smith  
By: B68BB7702DCF45B...  
Name: Scott Smith  
Title: President  
Company: RokMe Inc.  
Date: 7/8/2014

**Escrow Agent:**

Escrow.com,  
a Delaware corporation  
DocuSigned by:  
By: BRANDON ABBEY  
Name: Brandon Abbey  
Title: President  
Date: 7/10/2014



EXHIBIT A

Purchase Agreement

## EXHIBIT B

### Escrow Fees Payment Schedule

The Purchaser will pay [REDACTED] for the Domain Name power.com and the trademark @POWER.COM. The Purchaser will pay the purchase price (which includes the Seller payable Broker Commission), plus the Escrow and Holding Fees at signing. 50% of the Purchase Price less the Broker Commission will be released to the Seller and the full Broker Commission will be released to the Brokers once the domain name and trademark have been transferred to the Escrow Agent. Upon payment of the purchase price to Escrow Agent and payment to Seller of the first half of the purchase price, Escrow Agent shall deposit the balance of the purchase price into an FDIC insured interest bearing account(s), with the interest gained thereon distributed to the Seller with the final payment. The remaining 50% of the Purchase Price will be held by the Escrow Agent for a term length of 8 months, at which time the remaining funds will be released to the Seller and the Domain Name and Mark will be released to the Purchaser.

### Escrow Fees

The Escrow fee is [REDACTED] and the Holding Fee is [REDACTED]. Total Escrow fee and Holding fee is [REDACTED]. The Purchaser is responsible for 100% of the Escrow and Holding fee, to be collected with the Purchaser's first payment. The Seller is responsible for the Brokers' Commission of [REDACTED] to be paid from the Purchase Price. The Purchaser's total first payment will be \$ [REDACTED]. Broker disbursement charges are Broker's responsibility. Seller's disbursement charges are Seller's responsibility.