

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390309

<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>
Sunlayar Inc.		12/15/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sunnova Energy Corporation		
<b>Street Address:</b>	20 Greenway Plaza, Suite 475		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77046		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4709151	SUNLAYAR	
<b>Registration Number:</b>	4876891	SUNLAYAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7135135134		
<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>	7132032146		
<b>Email:</b>	jrobinson@robinsonlawpllc.com		
<b>Correspondent Name:</b>	James R. Robinson		
<b>Address Line 1:</b>	1715 Ashland Street		
<b>Address Line 4:</b>	Houston, TEXAS 77008		
<b>NAME OF SUBMITTER:</b>	James R. Robinson		
<b>SIGNATURE:</b>	/James R. Robinson/		
<b>DATE SIGNED:</b>	07/05/2016		
<b>Total Attachments: 6</b>			
source=Sunlayar - IP Assignment Agreement (Exhibit B)#page1.tif			
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OP \$65.00 4709151



## EXHIBIT B

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "*Assignment*") is dated December 15, 2015, and made effective as of December 11, 2015, (the "*Effective Date*") by and between Sunnova Energy Corporation, a Delaware corporation ("*Buyer*"), and Sunlayar, Inc., a Delaware corporation ("*Seller*"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

#### RECITALS

A. Seller has adopted, used and is using the Marks set forth on Schedule 1 attached hereto (hereinafter referred to as the "*Marks*") in interstate commerce.

B. Pursuant to that certain Asset Purchase Agreement by and between Seller and Buyer, dated as of even date herewith (the "*Purchase Agreement*"), Seller has agreed to sell and transfer to Buyer the Marks.

C. Buyer wishes to acquire all of Seller's right, title and interest in and to the Marks.

#### AGREEMENT

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the provisions of the Purchase Agreement, hereby agree as follows:

1. Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Marks along with the goodwill of the Business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.

2. Seller shall timely execute and deliver any additional documents and perform such additional acts as may be necessary or desirable to record and perfect the interest of Buyer in and to the Marks, and shall not enter into any agreement in conflict with this Assignment. Buyer agrees to provide such information to Seller and otherwise cooperate with Seller as necessary to accept transfer of the Marks.

3. This Assignment, together with the applicable provisions of the Purchase Agreement, sets forth the entire understanding of Seller and Buyer with respect to the transactions contemplated hereby and supersedes all prior agreements or understandings among the parties hereto regarding those matters. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Seller or Buyer set forth in the Purchase Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. If there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

4. This Assignment shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer and its successor and assigns.

5. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

6. This Assignment shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to its conflict-of-laws principles.

7. This Assignment may be executed in two or more counterparts, including by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the day and year first above written.

**SELLER:**

SUNLAYAR, INC.

By: *Claudia Wentworth*  
Name: *Claudia Wentworth*  
Title: *CEO*

**BUYER:**

SUNNOVA ENERGY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the day and year first above written.

**SELLER:**

SUNLAYAR, INC.

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

SUNNOVA ENERGY CORPORATION

By: William J. Berger  
Name: William J. Berger  
Title: CEO

Schedule 1  
Marks

# SUNLAYAR

**Word Mark**      **SUNLAYAR**

**Goods and Services**      IC 009. US 021 023 026 036 038. G & S: Augmented reality software; Computer software, namely, software for measuring and assembling exterior features of a roof using aerial imagery, photographic data, real-time imagery, and geographic information; Computer software for the collection, editing, organizing, modifying, transmission, storage and sharing of data and information; Computer software, namely, an application allowing field service employees to update and receive data stored in an enterprise's computer databases in real time, using a mobile device, with full telephony integration with the telephone and/or software features of the mobile device; downloadable software for computers, portable handheld digital electronic communication devices, mobile devices, wired and wireless communication devices which provides real-time image recognition and displays augmented reality graphics; Computer software for business automation, namely, for managing and tracking projects, performing logistics functions, tracking inventory, and generating reports in the field of construction; computer software for tracking, allocating and reporting costs associated with the use of building construction components. FIRST USE: 20141210. FIRST USE IN COMMERCE: 20141210

**Standard Characters Claimed**

**Mark Drawing Code**      (4) STANDARD CHARACTER MARK

**Serial Number**      86118088

**Filing Date**      November 13, 2013

**Current Basis**      1A

**Original Filing Basis**      1B

**Published for Opposition**      April 15, 2014

**Registration Number**      4709151

**Registration Date**      March 24, 2015

**Owner**      (REGISTRANT) SUNLAYAR INC. CORPORATION CALIFORNIA 330 NORRIS CANYON TERRACE SAN RAMON CALIFORNIA 94583

**Assignment Recorded**      ASSIGNMENT RECORDED

**Attorney of Record**      Mathew J. Temmerman

**Type of Mark**      TRADEMARK

**Register**      PRINCIPAL

**Live/Dead Indicator**      LIVE

# SUNLAYAR

**Word Mark** SUNLAYAR

**Goods and Services** IC 039. US 100 105. G & S: Providing a web site and web site links to geographic information, map images, and aerial imagery. FIRST USE: 20121210. FIRST USE IN COMMERCE: 20121210

IC 042. US 100 101. G & S: Software as a service (SAAS) services featuring software that enables users to update and receive data stored in computer databases in real time, using a mobile device, with full integration with software features of the mobile device; providing temporary use of non-downloadable software applications for integrating electronic data with real world environments for the purpose of generating a geometrically accurate digital representation of the positional relationships between solar panels and a roof; providing temporary use of non-downloadable software applications for tracking, allocating and reporting costs associated with the use of building construction components; providing temporary use of non-downloadable software applications for measuring and assembling exterior features of a roof using aerial imagery, photographic data, real-time imagery, and geographic information, and for the collection, editing, organizing, modifying, transmission, storage and sharing of data and information; providing temporary use of non-downloadable software applications for business automation, namely, for managing and tracking projects, performing logistics functions, tracking inventory, and generating reports in the field of construction; providing temporary use of non-downloadable software applications for use in providing information from indexes and databases of information featuring aerial imagery, photographic data, real-time imagery, and geographic information; providing temporary use of non-downloadable software applications for use in providing real-time image recognition and displays augmented reality graphics. FIRST USE: 20121210. FIRST USE IN COMMERCE: 20121210

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 86479638

**Filing Date** December 12, 2014

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** October 13, 2015

**Owner** (APPLICANT) SUNLAYAR INC. CORPORATION CALIFORNIA 330 NORRIS CANYON TERRACE SAN RAMON CALIFORNIA 94583

**Attorney of Record** Mathew J. Temmerman

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE