

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437641

<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>
Carmanah Technologies Corporation		07/31/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valterra Power US, LLC		
<b>Street Address:</b>	15230 San Fernando Mission Blvd. #107		
<b>City:</b>	Mission Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91345		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4370995	GO POWER!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hkllaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/02/2017		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS AGREEMENT made effective as of July 31, 2017 (the “**Effective Date**”).

BETWEEN:

**CARMANAH TECHNOLOGIES CORPORATION**, a corporation under the laws of British Columbia with an address at 250 Bay Street, Victoria, British Columbia, V9A 3K5

(“**Carmanah**”)

AND:

**VALTERRA POWER US, LLC**, a limited liability company under the laws of Delaware with an address at c/o Valterra Products, LLC, 15230 San Fernando Mission Blvd. #107, Mission Hills, CA 91345

(the “**Purchaser**”)

WITNESS THAT WHEREAS:

- A. Under the terms of an asset purchase and sale agreement (the “**APA**”) dated as of the date hereof among Carmanah, the Purchaser, Valterra Power CA, Ltd., a corporation under the laws of British Columbia, and, for the limited purposes set forth therein, Valterra Products, LLC, a Delaware limited liability company, the Purchaser has agreed to purchase certain assets relating to the Go Power! Business previously conducted by Carmanah.
- B. The assets acquired by the Purchaser under the APA include Go Power! Intellectual Property, as that term is defined in the APA.
- C. It is a condition of closing the transactions contemplated by the APA that the parties enter into this Agreement to confirm the assignment of the Go Power! Intellectual Property to the Purchaser.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and the APA, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties), the parties agree as follows:

- 1. **Assignment/Transfer:** Carmanah hereby irrevocably and unconditionally:
  - (a) assigns and transfers to the US Purchaser all right, title and interest throughout the world in, to and associated with all Go Power! Intellectual Property which constitutes Go Power! Assets (as defined in the APA) and which include but are not limited to Trademark Registration No. 4.370,995 registered on the Principal Register of the United States Patent & Trademark Office, Canadian Trademark Registration No. TMA645740 and other unregistered marks used in the United States, Canada or elsewhere, together with the goodwill of the business symbolized by such registered and unregistered marks, all free and clear of any and all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time and without any restriction whatsoever; and
  - (b) waives in favour of the Purchaser and its respective successors, assigns and licensees any and all non-transferable rights (including all moral rights and rights of authorship and

attribution) throughout the world in, to or associated with the Go Power! Intellectual Property.

2. **Alternative License:** If and to the extent that any of the assignments, transfers and waivers set out in section 1 are not effective for any reason, then Carmanah will hold all right, title and interest in, to and associated with any portion of the Go Power! Intellectual Property that is not sold, transferred, assigned or waived for the sole benefit of the Purchaser, and Carmanah hereby grants to the Purchaser and its respective successors, assigns and licensees an exclusive, irrevocable, perpetual, world-wide, fully transferable, fully sub-licensable, royalty-free, fully paid-up, unlimited and unrestricted right and license in perpetuity to use and commercialize (including reproduce, distribute, modify, alter, enhance, translate, adapt and create derivative works) the Go Power! Intellectual Property, for any and all commercial and non-commercial purposes whatsoever and using any and all means, media and technologies now in existence or developed in the future, all without any compensation or attribution to Carmanah or any other person.

3. **Acknowledgement:** Carmanah acknowledges and agrees that, by virtue of the transfers, assignments, waivers and licenses regarding the Go Power! Intellectual Property as set out in this Agreement:

(a) **Ownership:** The Purchaser solely owns all right, title and interest in, to and associated with the Go Power! Intellectual Property, and Carmanah does not have or retain any right, title or interest in any of the Go Power! Intellectual Property.

(b) **No Use by Carmanah:** Carmanah is not entitled to, and will not, use or commercialize, or authorize any other person to use or commercialize, the Go Power! Intellectual Property in any manner or for any purpose whatsoever.

4. **Further Assurances:** The parties will do, execute and cause to be made, done and executed all such further assignments, assumptions and other documents as may be necessary to carry out the terms and intent of this Agreement.

5. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia which will be deemed to be the proper law of this Agreement.

6. **Severability:** Should any part of this Agreement be held unenforceable for any reason, the unenforceable portion of this Agreement will not affect the enforceability of the remainder of this Agreement, which will continue in full force and effect and be construed as if this Agreement had been executed without the unenforceable portion. It is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be held unenforceable.

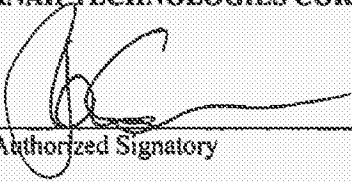
7. **Enurement:** This Agreement will be binding upon and enure to the benefit of the parties to this Agreement and their respective successors and assigns.

8. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CARMANAH TECHNOLOGIES CORPORATION**

By:

  
\_\_\_\_\_  
Authorized Signatory

**VALTERRA POWER US, LLC**

By:

\_\_\_\_\_  
Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CARMANAH TECHNOLOGIES CORPORATION**

By: \_\_\_\_\_  
Authorized Signatory

**VALTERRA POWER US, LLC**

By:  \_\_\_\_\_  
Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]