

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475795

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	"AS IS," "WHERE IS" ASSIGNMENT AND BILL OF SALE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNIVA, INC.		05/24/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SQN ASSET SERVICING, LLC		
<b>Street Address:</b>	100 Wall Street		
<b>Internal Address:</b>	28th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<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>	4064464	OPTIMUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	312-609-7850		
<b>Email:</b>	abufalino@vedderprice.com, acurley@vedderprice.com, ipdocket@vedderprice.com		
<b>Correspondent Name:</b>	Angelo J. Bufalino		
<b>Address Line 1:</b>	222 N. LaSalle Street		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	49535.00.0004		
<b>NAME OF SUBMITTER:</b>	Angelo J. Bufalino		
<b>SIGNATURE:</b>	/Angelo J. Bufalino/		
<b>DATE SIGNED:</b>	05/29/2018		
<b>Total Attachments: 6</b>			
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**“AS IS,” “WHERE IS”  
ASSIGNMENT AND BILL OF SALE**

SON Asset Servicing, LLC as agent (“Agent”), SON Venture Income Fund LP (“SON Venture”) and SON AIF IV (“SON AIF,” and collectively with Agent and SON Venture, the “Secured Parties”), pursuant to their respective rights as secured creditors pursuant to (a) Section 9-610 *et seq.* of the Revised Uniform Commercial Code as adopted under New York and other applicable law, (b) that certain Credit Agreement dated as of November 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Suniva, Inc. (“Borrower”), the lenders from time to time party thereto and Agent, (c) that certain Security Agreement dated as of November 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, “Security Agreement”), by and between Borrower and Agent, (d) that certain Equipment Loan and Security Agreement dated as of April 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “SON Venture Loan and Security Agreement”) by and between Borrower and SON Venture, and (e) that certain Equipment Loan and Security Agreement dated as of August 17, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “SON AIF Loan and Security Agreement”) by and between Borrower and SON AIF, in consideration of receipt by the Secured Parties of good and valuable consideration, hereby sell, assign, convey, transfer and quitclaim to SON Asset Servicing, LLC as agent, SON Venture Income Fund LP and SON AIF IV, as buyers (“Buyers”) all of Borrower’s right, title and interest in and to intellectual property, including without limitation, the patents, trademarks, copyrights and licenses set forth in **Exhibit A** hereto (the “Purchased Assets”).

This “As Is,” “Where Is” Assignment Bill of Sale (this “Bill of Sale”) is issued in connection with the Secured Parties’ public auction sale of the Purchased Assets pursuant to Section 9-610 *et seq.* of the Revised Uniform Commercial Code as adopted under New York and other applicable law. This Bill of Sale may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same document.

THE SECURED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS. EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD “AS IS” AND “WHERE IS,” WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY OR THE VALUE OF THE PURCHASED ASSETS, ALL OF WHICH THE SECURED PARTIES HEREBY DISCLAIM.

IN WITNESS WHEREOF, the undersigned have executed this “As Is, Where Is” Assignment and Bill of Sale as of this 21th day of May 2018.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this "As Is, Where Is" Assignment and Bill of Sale:

Dated this 27 day of May, 2018.

**SECURED PARTIES:**

SQN Asset Servicing, LLC as agent, not in its individual capacity, but in its capacity as a secured party and foreclosing seller

By: James M. Modak  
Name: James M. Modak  
Its: CFO

SQN Venture Income Fund LP, not in its individual capacity, but in its capacity as a secured party and foreclosing seller

By: James M. Modak  
Name: James M. Modak  
Its: CFO

SQN AIF IV, not in its individual capacity, but in its capacity as a secured party and foreclosing seller

By: James M. Modak  
Name: James M. Modak  
Its: CFO

Acknowledged and agreed to:

**BUYERS:**

SQN Asset Servicing, LLC as agent, not in its individual capacity, but in its capacity as a buyer

By: James M. Modak  
Name: James M. Modak  
Its: CFO

SQN Venture Income Fund LP, not in its individual capacity, but in its capacity as a buyer

By: James M. Modak  
Name: James M. Modak  
Its: CFO

SQN AIF IV, not in its individual capacity, but in its capacity as a buyer

By: James M. Modak  
Name: James M. Modak  
Its: CFO

**EXHIBIT A**

S-2

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**TRADEMARK**  
**REEL: 006393 FRAME: 0903**

**EXHIBIT F-3**

INTELLECTUAL PROPERTY AND GENERAL INTANGIBLES

"Copyrights" means all of the Borrower's right, title, and interest in and to the following:

(a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the following; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Licenses" means all of the Borrower's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Patents" means all of the Borrower's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

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"Trademarks" means all of the Borrower's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

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