

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483998

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900448976

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REPOWER America Inc.	FORMERLY Solar Universe, Inc.	02/16/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Solar Engine, LLC
Street Address:	1400 N. McDowell Blvd. Suite 201
City:	Petaluma
State/Country:	CALIFORNIA
Postal Code:	94954
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	87210322	REPOWER AMERICA
Serial Number:	87210311	REPOWER AMERICA
Serial Number:	87210306	REPOWER AMERICA
Serial Number:	86599853	SMART POWER. SMARTER HOME.
Serial Number:	86595959	REPOWER BY SOLAR UNIVERSE
Serial Number:	86595952	REPOWER BY SOLAR UNIVERSE
Serial Number:	86595947	REPOWER BY SOLAR UNIVERSE
Serial Number:	86595945	REPOWER BY SOLAR UNIVERSE
Serial Number:	86595943	REPOWER BY SOLAR UNIVERSE
Serial Number:	86595938	REPOWER BY SOLAR UNIVERSE
Registration Number:	4317719	SOLARUNIVERSE
Registration Number:	3533695	SOLARUNIVERSE
Registration Number:	3533649	SOLAR UNIVERSE

CORRESPONDENCE DATA

Fax Number: 3125658300

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.

Phone: 3125658448
Email: bhormozi@srcattorneys.com
Correspondent Name: Brian Hormozi
Address Line 1: 180 N. Stetson Blvd. Suite 3700
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 85435-00004

NAME OF SUBMITTER: Brian S. Hormozi

SIGNATURE: /s/ Brian S. Hormozi

DATE SIGNED: 07/31/2018

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is made effective as of February 16, 2018, by and between RePower America, Inc. fka Solar Universe, Inc., a Delaware corporation ("Parent") and Sun Finance and Service, LLC, a Delaware limited liability company (collectively with Parent, "Assignor"), and Solar Engine LLC, a Delaware limited liability company ("Assignee"), the purchaser of certain assets of Assignors pursuant to the Asset Purchase Agreement between Assignee and Western Alliance Bank ("WAB"), as creditor to Assignors, dated effective as of February 16, 2018 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor's right, title, and interest to all intellectual property of Assignor as set forth on Schedule 1 hereto (the "Assigned IP"), including the trademark registrations and trademark applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), among other assets (collectively, the "Purchased Assets"), has been transferred and assigned to Assignee;

WHEREAS, as a condition to Assignee's closing on the Asset Purchase Agreement, Assignee has requested that Assignor execute and deliver this IP Assignment, confirming the assignment of all of Assignor's right, title and interest in and to all Assigned IP, including the Assigned Trademarks, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Assignor believes that the sale of the Purchased Assets, including the Assigned IP, to Assignee is fair and equitable and provides the greatest consideration to Assignor, including through a reduction of Assignor's obligations to WAB;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee without any restrictions, limitations or reservations, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignor's right, title and interest in and to the Assigned IP and any good will arising therefrom or in connection therewith for the United States and for all foreign countries, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all pre-assignment and post-assignment income, royalties, damages or payments due or payable, including, without limitation, all claims for damages and other relief by reason of past, present, or future infringement of any of the Assigned IP, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors or assigns (the "Assigned Rights").

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee in respect of any Assigned IP. Following the date hereof, upon Assignee's reasonable request and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be requested by Assignee to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto; provided, however, that any such steps, actions, cooperation and assistance shall be at no cost to Assignor.




6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

{Signature Page Follows}

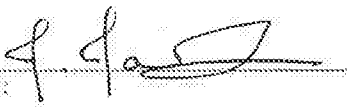
IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first written above.

ASSIGNOR:

REPOWER AMERICA, INC.
fka SOLAR UNIVERSE, INC.

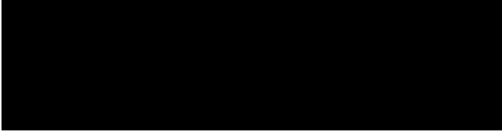

By: M. Mani Sukhram
Its: CEO

SUN FINANCE AND SERVICE, LLC


By:
Its: CEO

ASSIGNEE:


SOLAR ENGINE LLC



Schedule 1
Assigned IP

"Assigned IP" means all intellectual property rights (the "Intellectual Property Rights") of the Assignor, including all proprietary rights and privileges of any kind or nature, however known or denominated, whether arising by operation of law, contractual obligation, or other means, throughout the world, including without limitation the right to make, use, sell, have made, import, export, advertise, lease, modify, enhance, improve, reproduce, distribute, exhibit, broadcast, display, create derivative works from, execute, perform, protect, enforce, and otherwise exploit and market by all means now known or hereafter devised (including over the internet, world wide web, or other computer network), copyrights, trade secrets, industrial designs, mask works, patents, rights in logos, service marks, trademarks, trade names, trade dress, trade secret rights, confidentiality and nondisclosure rights, rights of privacy, publicity and biography, moral rights, and all other similar rights and collateral, ancillary and subsidiary rights of every kind and nature, including, without limitation, the following rights, and all applications and registrations therefor, together with the goodwill associated therewith, all remedies against infringements thereof and rights to protect any interest therein (including, without limitation, the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of rights related to any of the foregoing):

- (i) all right, title and interest, including all moral rights, in and to the copyrights, copyright registrations and copyright applications held or used by the Assignor, in any and all media now known or hereafter developed, and all related copyright prosecution files;

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- (ii) all right, title and interest in and to any and all registered and common law trademarks, trademark registrations and applications therefor, trade dress rights, the trade names "RePower" and "Solar Universe" and all other trade names, registered and common law service marks, service mark registrations and applications therefor held or used by Assignor and all goodwill associated with the foregoing, including, but not limited to those trademarks and service marks set forth on Schedule 2 hereof and all related trademark prosecution files;

- (iii) all right, title and interest in and to any and all actual or prospective patent applications and patents which are held or used or being developed by Assignor (the "Patents"), all invention discoveries, industrial designs, business methods, disclosures and utility models related thereto and ideas and inventions disclosed and claimed therein, all patents and patent applications claiming the benefit of the filing date of any such patent or patent application, including foreign patents and patent applications, all continuations, divisionals, renewals, substitutes,

extensions, conversions, continuations-in-part, reissues, provisionals, reexaminations or other equivalents thereof, and all patents issuing in respect of any of the foregoing, all related patent prosecution files, and all files maintained by the Assignor's lawyers or consultants in respect of any of the foregoing;



Schedule 2

Serial No.	Trademark	Class	Application No.	Priority Date	Registration No.	Registration Date	Priority Date
1001	RECOVER ENERGY SERVICES & SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1002	RECOVER ENERGY	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1003	RECOVER ENERGY SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1004	RESPONSE BY SOLAR SERVICES BROAD BAND WITH LOGO	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1005	RESPONSE BY SOLAR SERVICES BROAD BAND WITH LOGO	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1006	RESPONSE BY SOLAR SERVICES BROAD BAND WITH LOGO	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1007	RESPONSE BY SOLAR SERVICES BROAD BAND WITH LOGO	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1008	RESPONSE BY SOLAR SERVICES BROAD BAND WITH LOGO	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1009	RESPONSE BY SOLAR SERVICES BROAD BAND WITH LOGO	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1010	RECOVER ENERGY SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1011	RECOVER ENERGY SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1012	RECOVER ENERGY SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1013	RECOVER ENERGY SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018
1014	RECOVER ENERGY SOLUTIONS	37	86599853	10/22/2018	86599853	04/22/2018	10/22/2018

Assigned Trademarks

Assigned Trademarks includes all rights in the 13 properties referenced in that contained in that certain "Trademark Assignment Cover Sheet" dated 1/10/2018 located on the USPTO website, ETAS ID: TM457397, including the trademarks on this Schedule 2 and the trademark "Smart Power, Smarter Home.", application no. 86599853.