

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM653357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZPOWER, LLC		05/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RIOT ENERGY, INC.		
Street Address:	4765 Calle Quetzal		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3462875	ZPOWER	
Registration Number:	3581260	Z POWER	
Registration Number:	4354333	ZPOWER	
Registration Number:	4354334	Z POWER	
Serial Number:	90259793	RIOT ENERGY	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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>			
Phone:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	06/11/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Assignment**") is effective as of May 17, 2021 between ZPOWER, LLC, a Delaware limited liability company having a principal place of business at 4765 Calle Quetzal, Camarillo, CA 93012 ("**Assignor**") and RIOT ENERGY, INC., a Delaware corporation having a principal place of business 4765 Calle Quetzal, Camarillo, CA 93012 ("**Assignee**"). Assignor and Assignee are referred to herein individually as a "**Party**" and collectively, as the "**Parties**".

RECITALS:

WHEREAS, Assignor is the owner of record of the trademarks identified in Schedule A attached (the "**Trademarks**");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, title and interest in and to the Trademarks as set forth below.

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

1. **Trademarks.** Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Trademarks, together with all of the goodwill associated with and symbolized by the Trademarks, all of the business to which the Trademarks pertain, and any other rights at common law or otherwise.

2. **Rights.** The foregoing assignment includes rights to collect royalties or proceeds in connection with any of the foregoing and all rights to sue for and otherwise object to past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Trademarks assigned herein.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignor and Assignee and their respective heirs, successors and permitted assigns.

5. **Governing Law.** This 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 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 California, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

ZPower, LLC

ASSIGNEE:

Riot Energy, Inc.

By: 

Name: Roberta Smith






Title: Manager






By: 

Name: Peter Abdelkerim

Title: Vice President

SCHEDULE A

JURISDICTION	MARK/NAME	REG. NO.	REG. DATE
UNITED STATES	ZPOWER	3,462,875	07/08/2008
UNITED STATES	ZPOWER & DESIGN 	3,581,260	02/24/2009
UNITED STATES	ZPOWER	4,354,333	06/18/2013
UNITED STATES	ZPOWER & DESIGN 	4,354,334	06/18/2013
AUSTRALIA	ZPOWER	1197086	05/29/2008
BRAZIL	ZPOWER	829351116	08/21/2012
CANADA	ZPOWER	TMA871821	02/20/2014
SWITZERLAND	ZPOWER & DESIGN 	613017	03/11/2011
SWITZERLAND	ZPOWER	613027	03/11/2011
SWITZERLAND	ZPOWER	669606	02/13/2015
CHINA	ZPOWER & DESIGN 	7979062	06/14/2014
CHINA	ZPOWER	15803611a	02/21/2016
CHINA	ZPOWER	15803611b	03/21/2017
GERMANY	ZPOWER	302011007540	03/29/2011
GERMANY	ZPOWER & DESIGN 	302011007542	03/29/2011

GERMANY	ZPOWER	30757733	01/31/2008
DENMARK	ZPOWER	VR 0009302011	04/08/2011
DENMARK	ZPOWER & DESIGN 	VR 201100931	04/08/2011
EUROPEAN UNION	ZPOWER & DESIGN 	009392234	03/14/2013
EUROPEAN UNION	ZPOWER	006248231	08/19/2008
FINLAND	ZPOWER	241344	02/15/2008
FRANCE	ZPOWER	113811532	03/31/2011
FRANCE	ZPOWER & DESIGN 	113811536	03/31/2011
FRANCE	ZPOWER	073522213	09/03/2007
UNITED KINGDOM	ZPOWER	2574452	06/10/2011
UNITED KINGDOM	ZPOWER & DESIGN 	2574454	06/10/2011
UNITED KINGDOM	ZPOWER	2465828	05/30/2008
UNITED KINGDOM	ZPOWER & DESIGN 	UK00909392234	03/14/2013
UNITED KINGDOM	ZPOWER	UK00906248231	08/19/2008
ISRAEL	ZPOWER	203570	01/22/2009

JAPAN	ZPOWER	5555383	02/08/2013
MEXICO	ZPOWER	1023838	02/18/2008
MALAYSIA	ZPOWER	07017639	03/07/2007
RUSSIA	ZPOWER	371910	02/10/2009
SWEDEN	ZPOWER	393427	01/04/2008
SINGAPORE	ZPOWER	T0718401B	09/07/2007
TAIWAN	ZPOWER	01318033	07/16/2008

JURISDICTION	MARK/NAME	APP. NO.	APP. DATE
UNITED STATES	RIOT ENERGY	90/259,793	10/16/2020
WIPO - Switzerland, Japan, Korea, China, the EU, the UK, Israel	RIOT ENERGY	A0107624	04/13/2021