

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/11/2020
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Technology Management Co V, LLC		11/04/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pineapple Energy, LLC
Street Address:	315 Lake Street East
Internal Address:	Suite 301
City:	Wayzata
State/Country:	MINNESOTA
Postal Code:	55391
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3985389	SUNGEVITY
Registration Number:	3676476	SUNGEVITY
Registration Number:	3362939	SUNGEVITY
Registration Number:	3904398	
Registration Number:	3790256	

CORRESPONDENCE DATA

Fax Number: 7033912901

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: 571-267-7002

Email: tm-docketing@marburylaw.com

Correspondent Name: Shauna M. Wertheim

Address Line 1: 11800 Sunrise Valley Drive

Address Line 2: 15th Floor

Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER: Shauna M. Wertheim

CH \$140.00 3985389

SIGNATURE:	/Shauna M. Wertheim/
DATE SIGNED:	11/08/2021
Total Attachments: 7 source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page1.tif source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page2.tif source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page3.tif source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page4.tif source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page5.tif source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page6.tif source=Signed-Dated.Assignment_to_Pineapple_04NOV2021#page7.tif	

ASSIGNMENT OF INTANGIBLE PROPERTY NUNC PRO TUNC

This Assignment of Intellectual Property (the "Assignment") is made between **Hercules Technology Management Co V, LLC**, a Delaware limited liability company ("Assignor"), having its principal place of business at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 and **Pineapple Energy, LLC**, a Delaware limited liability company ("Assignee"), having its principal place of business at 315 Lake Street East, Suite 301, Wayzata, Minnesota 55391.

WHEREAS, on or about December 11, 2020 (the "Effective Date"), as part of a Secured Party Bill of Sale and Assignment dated December 11, 2020 by Assignor as Secured Party and Seller and accepted by Assignee, Assignee purchased from Assignor, for good and valuable consideration, (i) the intellectual property rights set forth in Schedule 1 hereto (the "Patents") and all U.S. and international applications and registrations therefor, together with the goodwill associated therewith, and (ii) the intellectual property rights set forth in Schedule 2 hereto (the "Trademarks"), and any and all U.S. and international applications and registrations therefor, together with the goodwill associated therewith.

NOW THEREFORE, effective *nunc pro tunc* as of the Effective Date, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby acknowledge:

(i) Assignor sold, assigned conveyed, and transferred and by these presents does hereby sell, assign, convey and transfer, unto Assignee, its entire right, title and interest in and to the Patents and any inventions disclosed or claimed therein (the "Inventions"), including any pending applications, patents, design registrations and publications obtained or derived from the Inventions, worldwide, and all priority rights under all present or future conventions and treaties, and any provisional applications for which priority is claimed therefrom in the U.S. or abroad, and all goodwill appurtenant therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives; and

(ii) Assignor sold, assigned conveyed, and transferred and by these presents does hereby sell, assign, convey and transfer, unto Assignee, its entire right, title and interest in and to the Trademarks, including any pending applications in the U.S. or abroad, and all goodwill appurtenant therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and the Trademarks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Assignee, it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Assignee in order to assign, transfer, set over, convey, assure and confirm unto and vest in Assignee, its successors and assigns, title to the assets sold, conveyed, transferred and delivered by this Assignment.

This Assignment is being executed and delivered by Assignor as of this 4th day of November 2021.

ASSIGNOR:

HERCULES TECHNOLOGY MANAGEMENT CO V, LLC

DocuSigned by:
Zhuo Huang
By: _____
Name: Zhuo Huang
Title: Associate General Counsel

ASSIGNEE:

PINEAPPLE ENERGY, LLC

By: *Kyle Udseth*
Name: Kyle Udseth
Title: CEO

Schedule I Patents

[See next page]

1. The following patents:

<i>Title</i>	<i>Country</i>	<i>Case Type</i>	<i>Status</i>	<i>Application #/ Patent #</i>	<i>App Date/ Issue Date</i>
System and Method for Provisioning Energy Systems	Australia	PCT	Granted	20080309133 2008309133	06-Oct-2008/ 15-May-2014
	Australia	DIV	Granted	2014202326	06-Oct-2008/ 24-Nov-2016
	Brazil	PCT	Published	PI0818510-7	06-Oct-2008
	Canada	PCT	Pending	2,701,645	06-Oct-2008
	China (People's Republic)	PCT	Granted	200880116571.4 CN 101918767 B	06-Oct-2008/ 07-Aug-2013
	European Patent Convention	PCT	Abandoned	08836170.4	06-Oct-2008
	European Patent Convention	DIV	Published	16157956.0	06-Oct-2008
	India	PCT	Pending	2326/DELNP/2010	06-Oct-2008
	Japan	PCT	Abandoned	20100528219	06-Oct-2008
	Korea, Republic of	PCT	Pending	20107008197	06-Oct-2008
	Mexico	PCT	Granted	MX/a/2010/003682 321609	06-Oct-2008/ 03-Jul-2014
	Mexico	DIV	Granted	MX/a/2014/008214 335847	06-Oct-2008/ 18-Dec-2015
	Patent Cooperation Treaty	ORD	Done	PCT/US08/79003	06-Oct-2008
	Philippines	PCT	Granted	1-2010-500721	06-Oct-2008/24-Aug-2016

<i>Title</i>	<i>Country</i>	<i>Case Type</i>	<i>Status</i>	<i>Application #/ Patent #</i>	<i>App Date/ Issue Date</i>
	South Africa	PCT	Granted	2010/02431 2010/02431	06-Oct-2008/ 29-May-2013
	United States of America	ORD	Granted	12/364,506 8,417,061	02-Feb-2009/ 09-Apr-2013
	United States of America	PCT	Granted	12/681,375 9,279,602	06-Oct-2008/ 08-Mar-2016
	United States of America	CON	Halted	13/847,766	20-Mar-2013
	United States of America	PRO	Converted	60/977,592	04-Oct-2007
	United States of America	PRO	Converted	61/025,431	01-Feb-2008
	United States of America	PRO	Converted	61/047,086	22-Apr-2008
Rapid 3D Modeling	Australia	PCT	Granted	2011312140 2011312140	07-Oct-2011/ 11-Feb-2016
	Brazil	PCT	Published	1120130083506	07-Oct-2011
	Canada	PCT	Pending	2,813,742	07-Oct-2011
	China (People's Republic)	PCT	Halted	201180048808.1	07-Oct-2011
	European Patent Convention	PCT	Pending	2011831734	07-Oct-2011
	India	PCT	Published	3134/DELNLP/2013	07-Oct-2011
	Japan	PCT	Published	2013-533001	07-Oct-2011
	Korea, Republic of	PCT	Pending	2013-7011059	07-Oct-2011
	Mexico	PCT	Granted	MX/a/2013/003853 324688	07-Oct-2011/ 22-Oct-2014
	Patent Cooperation Treaty	ORD	Done	PCT/US11/55489	07-Oct-2011
	Philippines	PCT	Granted	I-2013-500647	07-Oct-2011/24-Aug-2016

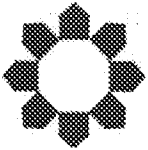
<i>Title</i>	<i>Country</i>	<i>Case Type</i>	<i>Status</i>	<i>Application #/ Patent #</i>	<i>App Date/ Issue Date</i>
	Singapore	PCT	Granted	201302557-2 189284	07-Oct- 2011/ 18-Sep- 2013
	South Africa	PCT	Granted	2013/02469 2013/02469	07-Oct- 2011/ 25-Jun- 2014
	United States of America	PCT	Published	13/878,106	07-Oct- 2011
	United States of America	PRO	Converted	61/391,069	07-Oct- 2010
Improving Designing and Installation Quoting for Solar Energy Systems	Patent Cooperation Treaty	ORD	Done	PCT/US14/53121	28-Aug- 2014
	China (People's Republic)	PCT	Published		28-Aug- 2014
	European Patent Convention	PCT	Published	14840127.6	28-Aug- 2014
	United States of America	ORD	Pending	14/471,181	28-Aug- 2014
Method and System for Providing Instant Solar System Installation Quote	United States of America	PRO	Converted	61/871,419	29-Aug- 2013

Schedule 2 Trademarks

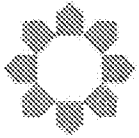
SUNGEVITY in Class 40
U.S. Registration No. 3,985,389

SUNGEVITY in Class 42
U.S. Registration No. 3,676,476

SUNGEVITY in Classes 37 and 42
U.S. Registration No. 3,362,939



in Classes 37, 40, 41 and 42
U.S. Registration No. 3,904,398



in Classes 37 and 42
U.S. Registration No. 3,790,256