

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772848

<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>
Original Power, Inc.		10/31/2022	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Group Intellect Power Technology Ltd.		
<b>Street Address:</b>	38 Heung Yip Road		
<b>Internal Address:</b>	Unit A, 12/F, Casey Aberdeen House		
<b>City:</b>	Wong Chuck Hang		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Limited Liability Company: HONG KONG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2909466	POWERLINE	
<b>Registration Number:</b>	2102367	POWERLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	619-270-9712		
<b>Email:</b>	lstewart@smcdslaw.com		
<b>Correspondent Name:</b>	Lauren G. Stewart		
<b>Address Line 1:</b>	5405 Morehouse Dr., Suite 205		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	474-002		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Brightworks Technology, Inc.		
<b>Address Line 1:</b>	1 Civic Center Dr		
<b>Address Line 2:</b>	Suite 210		
<b>Address Line 4:</b>	San Marcos, CALIFORNIA 92069		
<b>NAME OF SUBMITTER:</b>	Lauren G. Stewart		
<b>SIGNATURE:</b>	/Lauren G. Stewart/		

OP \$65.00 2909466

<b>DATE SIGNED:</b>	12/08/2022
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**Total Attachments: 6**

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- source=Trademark Assignment Agreement - GIPT - notarized w apostille#page2.tif
- source=Trademark Assignment Agreement - GIPT - notarized w apostille#page3.tif
- source=Trademark Assignment Agreement - GIPT - notarized w apostille#page4.tif
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), dated as of October 31, 2022, is made by Original Power, Inc., a Colorado corporation (the "Seller"), located at 11757 West Ken Caryl, Suite F-529, Littleton, Colorado 80127, in favor of Group Intellect Power Technology Ltd., a Hong Kong company (the "Buyer"), located at Unit A, 12/F, Casey Aberdeen House, 38 Heung Yip Road, Wong Chuk Hang, Hong Kong, the purchaser of certain assets of Seller pursuant to a Settlement and Release Agreement dated October 31, 2022 between Buyer and Seller (the "Settlement and Release Agreement").

WHEREAS, under the terms of the Settlement and Release Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller 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 Trademark Assignment upon request by Buyer. Following the date hereof, at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Settlement and Release Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Settlement and Release Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement and Release Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement and Release Agreement and the terms hereof, the terms of the Settlement and Release Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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.

*[SIGNATURES ON THE NEXT PAGE]*

7.

[SIGNATURES TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

**ORIGINAL POWER, INC.**  
a Colorado corporation

By: [Signature]  
Name: Kirk Turner  
Title: President  
Address for Notices:  
11757 West Ken Caryl  
Suite F-529  
Littleton, CO 80127

[ACKNOWLEDGMENT )  
STATE OF [STATE] ) ss.  
COUNTY OF [COUNTY] )

On the 10<sup>th</sup> day of NOV, 2022, before me personally appeared Kirk Turner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same his authorized capacity as the President of Original Power, Inc., a Colorado corporation, and acknowledged the instrument to be his free act and deed of Original Power, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: [ 7/28/2026 ]  
Notary Public  
Printed Name:

[Signature]

**TAYLAR AMUNDSON**  
Notary Public  
State of Colorado  
Notary ID: 20224029462  
My Commission Expires July 28, 2026

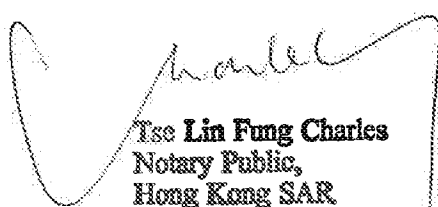
AGREED TO AND ACCEPTED:

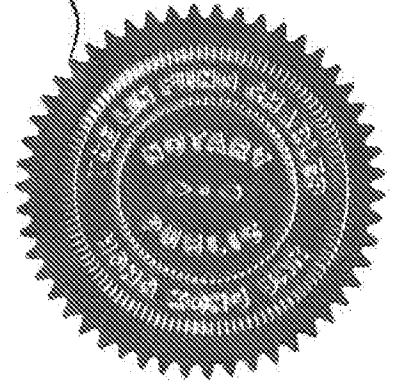
**GROUP INTELLECT POWER TECHNOLOGY LTD.**

By: [Signature]  
Name: Choi Cheuk Ho  
Title: Chief Financial Officer  
Address for Notices:  
Group Intellect Power Technology Ltd.  
Unit A, 12/F, Casey Aberdeen House  
38 Heung Yip Road, Wong Chuk Hang  
Hong Kon  
Attn: Ivan Choi, Chief Financial Officer  
Dated this 25th November 2022.

ACKNOWLEDGEMENT )  
HONG KONG SPECIAL ADMINISTRATIVE REGION ) ss.  
THE PEOPLE'S REPUBLIC OF CHINA )

On the 25<sup>th</sup> day of November, 2022, before me personally appeared Choi Cheuk Ho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Chief Financial Officer of Group Intellect Power Technology Limited, a limited liability company incorporated in Hong Kong, and acknowledged the instrument to be his free act and deed of Group Intellect Power Technology Limited for the uses and purposes mentioned in the instrument.

  
**Tse Lin Fung Charles**  
Notary Public,  
Hong Kong SAR  
Lifetime Commission

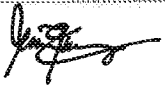


**Signed and Sealed in Hong Kong SAR**  
**YIP, TSE & TANG, Solicitors & Notaries**  
Unit B, 2nd Floor, CNT House,  
No.120 Johnston Road, Wan Chai, Hong Kong  
Tel: (852) 3968 9677 Fax: (852) 2658 2133  
Attestation only.  
No advice sought or given.

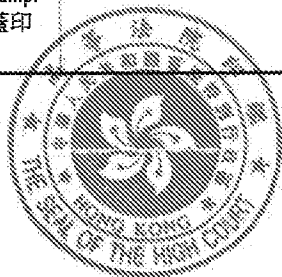
This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. To verify the issuance of this Apostille, see

"[https://www.judiciary.hk/en/court\\_services\\_facilities/apostille\\_verification.html](https://www.judiciary.hk/en/court_services_facilities/apostille_verification.html)"

此項文件加簽僅就公共文件上簽署的真確性、簽署人的身分及，如適用的話，文件上的蓋章蓋印予以證明。此項文件加簽並不代表文件的內容作出證明。欲發出此文件加簽之簽證，見 "[https://www.judiciary.hk/zh/court\\_services\\_facilities/apostille\\_verification.html](https://www.judiciary.hk/zh/court_services_facilities/apostille_verification.html)"

APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. Country: 國家/地區		Hong Kong, China 中國香港	
This public document 此公共文件			
2. has been signed by 簽署人為		TSE Lin Fung Charles	
3. acting in the capacity of 其行事的身分為		Notary Public 公證人	
4. bears the seal / stamp of 蓋有的蓋章/蓋印		TSE Lin Fung Charles	
Certified 加簽證明			
5. at 在	High Court 高等法院	6. the 於	28 NOV 2022 2022年11月28日
7. by 由	Simon KWANG Registrar, High Court 鄭卓宏 高等法院司法常務官		
8. No 編號	90137 / 2022		
9. Seal / stamp: 蓋章/蓋印	10. Signature: 簽署		

Reference Code 參考編號 B22A133A



**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
POWERLINE	USA	2909466	December 14, 2004
POWERLINE	USA	2102367	September 30, 1997



SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT