

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816658

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900776598		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunrun Inc.		05/26/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solmetric Corporation		
<b>Street Address:</b>	117 Morris Street		
<b>City:</b>	Sebastopol		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95472		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5235108	SUNEYE	
<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>	8015321922		
<b>Email:</b>	mapropp@traskbritt.com, Trademark@traskbritt.com		
<b>Correspondent Name:</b>	Traskbritt		
<b>Address Line 1:</b>	230 SOUTH 500 EAST		
<b>Address Line 2:</b>	SUITE 300		
<b>Address Line 4:</b>	Salt LAKE CITY, UTAH 84110		
<b>ATTORNEY DOCKET NUMBER:</b>	3880-TM3549US		
<b>NAME OF SUBMITTER:</b>	Jason P. Nixon		
<b>SIGNATURE:</b>	/Jason P. Nixon/		
<b>DATE SIGNED:</b>	06/12/2023		
<b>Total Attachments: 20</b>			
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# Intellectual Property Assignment and Acquisition Agreement

This Intellectual Property Assignment and Acquisition Agreement ("**Agreement**"), dated as of May 26, 2023, is made by and between Sunrun Inc., a Delaware corporation ("**Seller**"), and Solmetric Corporation, a California Corporation ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to certain Intellectual Property (as defined below), subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Intellectual Property. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, "**Acquired Rights**"):

(a) the patents listed in Schedule 1, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (collectively "**Acquired Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Acquired Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Acquired Trademarks;

(c) the software and hardware set forth on Schedule 3 hereto, including all source code and object code, all databases, files, application programming interfaces, and other components of and work embodied in the software (including any audio or visual content or screen displays in the user interface) and all updates, upgrades, corrections, modifications, translations, releases, versions, derivative works and improvements of each of the foregoing items (collectively, the "**Acquired Software and Hardware**");

(d) the documentation listed in the attached Schedule 3 and all other documentation (whether in human or machine readable form) describing or relating to the Acquired Software and Hardware, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of the Software or the Software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and

improvements of each of the foregoing items set forth in this Section (collectively, "**Documentation**");

(e) copyrights in the Software and Documentation, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (ii) registrations and applications for registration of such copyrights, including the registrations and applications set forth in the attached Schedule 3; and (iii) issuances, extensions, and renewals of such registrations and applications (collectively, "**Acquired Copyrights**");

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

(g) all claims and causes of action with respect to any of the foregoing, accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, misappropriation, violation, breach, or default; and

(h) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Assumption of Acquired Rights. Subject to the terms and conditions set forth herein, Buyer hereby accepts Seller's assignment of the Acquired Rights, assumes all of Seller's duties and obligations under the Acquired Rights, and agrees to pay, perform, and discharge, as and when due, all of the liabilities and obligations of Seller under the Acquired Rights accruing and after the date hereof, but only to the extent that such liabilities and obligations do not relate to any breach, default, or violation by Seller ("**Assumed Liabilities**"). Other than the Assumed Liabilities, Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**").

3. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be Forty Thousand US Dollars (US\$40,000) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price within three (3) business days following the parties' full execution of this Agreement. Payment shall be made in US dollars by wire transfer of immediately available funds.

(c) If Buyer fails to make timely and proper payment of the Purchase Price, Seller may terminate this Agreement effective immediately on written notice to Buyer.

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) assignments in the form of Exhibits A and B (the "**Recordable Assignments**") and duly executed by Seller, transferring to Buyer all of Seller's right, title, and interest in and to all Acquired Patents and Acquired Trademarks; and

(b) the complete prosecution files, including original registration certificates, for all Acquired Patents and Acquired Trademarks in such form and medium as reasonably requested by Buyer, and all such other documents, correspondence, and information as are necessary to register, own, or otherwise use the Acquired Rights.

5. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer, at Buyer's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Buyer and suitable for filing with the United States Patent and Trademark Office ("USPTO") as reasonably necessary to record and perfect the Recordable Assignments, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Recordable Assignments, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Buyer's reasonable request and at Buyer's 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 reasonably necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 6 are true and correct as of the date hereof.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby,

do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller; (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation; (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject; or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Validity and Enforceability. To Seller's knowledge, the Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or, to Seller's knowledge, threatened challenge or claim to the contrary.

(e) Legal Actions. There are no actions (including any US Patent Trial and Appeal Board proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights; (ii) challenging the validity, patentability, enforceability, issuance, or ownership of any Acquired Rights or Seller's rights with respect thereto; or (iii) by Seller alleging any infringement, misappropriation, or other violation by any third party of any Acquired Rights.

(f) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 6, Seller has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law or otherwise, including with respect to the ownership, issuance, patentability, claim scope, validity, enforcement, enforceability, or use of the Acquired Rights, all of which are expressly disclaimed.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 7 are true and correct as of the date hereof.

(a) Authority of Buyer; Enforceability. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer; (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation; or (iii) conflict with, or result in (with or without notice or lapse of time, or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of, any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement.

8. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**") arising out of any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

(c) Buyer shall defend, indemnify, and hold harmless Seller, Seller's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Seller Indemnified Party**") from and against all Losses arising out of any Third-Party Claim related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Buyer contained in this Agreement or any document to be delivered hereunder; or (ii) any Assumed Liabilities.

(d) A Buyer Indemnified Party or Seller Indemnified Party ("**Indemnified Party**") shall promptly notify the party from whom it is seeking indemnification ("**Indemnifying Party**") upon becoming aware of a Third-Party Claim with respect to which the Indemnifying Party is obligated to provide indemnification under this Section 8 ("**Indemnified Claim**"). The Indemnifying Party shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith, in each case at the Indemnifying Party's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Indemnifying Party shall not settle any Indemnified Claim without the Indemnified

Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). Neither the Indemnified Party's failure to perform any obligation under this Section 8(d) nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve the Indemnifying Party of its obligations under this Section 8, including with respect to any Losses, except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result thereof.

9. Confidentiality.

(a) Confidentiality and Use. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the financial terms of this Agreement.

(b) Compelled Disclosures. If either party is compelled to disclose any information with respect to the financial terms of this Agreement, by judicial or administrative process or by other requirements of law, such party shall: (i) promptly notify the other party in writing; (ii) disclose only that portion of such information that it is advised by counsel in writing is legally required to be disclosed; and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

10. Miscellaneous.

(a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 10(b):

If to Seller:

Sunrun Inc.  
Address: 225 Bush Street, Suite 1400



San Francisco, CA 94104  
Email: legalnotices@sunrun.com  
Attention: Legal  
If to Buyer: Address: 117 Morris St, Sebastopol, CA 95472  
Facsimile: +1 (707) 823-4620  
Email: willard@solmetric.com  
Attention: Willard MacDonald, President & CEO

(c) Entire Agreement. This Agreement, the documents to be delivered hereunder, and all related exhibits and schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Washington in each case located in the City of Seattle and King County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(g) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

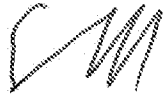
(h) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

SUNRUN INC.

By:   
Name: Nicholas Smallwood  
Title: SVP, Products

SOLMETRIC CORPORATION

By:   
Name: Willard MacDonald  
Title: President & CEO

**SCHEDULE 1**

**Acquired Patents**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Grant Date</b>
Solar Access Measurement Device	U.S.	7873490	1/18/2011
Solar Access Measurement Device	U.S.	8386179	2/26/2013
Methods for Solar Access Measurement	U.S.	9697644	7/4/2017
Solar access measurement	U.S.	10692278	6/23/2020
Methods for Solar Access Measurement	U.S.	16/946311	Application pending
Skyline imaging system for solar access determination	U.S.	7690123	4/6/2010
Skyline imaging system for solar access determination	U.S.	7861422	1/4/2011
Solar Photovoltaic Measurement	U.S.	10198633	2/5/2019
Solar Photovoltaic Measurement	U.S.	11275938	3/15/2022
Predicting Production of Photovoltaic Systems	U.S.	9660576	5/23/2017
Solar Photovoltaic Measurement, and Related Methods and Computer-Readable Media	U.S.	17/649,841*	*Patent application. Pending issue fee due 5/23/23

## SCHEDULE 2

### Acquired Trademarks

SUNEYE®

Registered in U.S. (Reg. No. 5235108)

Registered in China (Reg. No. 12560896)

Registered in India (Reg. No. 2523404)

Registered in EU (Reg. No. 8797557)

Common Law (Unregistered) Trademarks

PV DESIGNER™

SUNEYE-210™

SUNEYE-360™

### SCHEDULE 3

#### Acquired Software and Hardware, Acquired Documentation, and Acquired Copyrights

SunEye-210 desktop (including PV Designer) application software

SunEye-210 device application software

User's guide for SunEye-210

Training materials for SunEye-210

City Generator Tool for SunEye-210

Equipment Database Tools for SunEye-210

TMY3 Weather Data Converter for SunEye-210

Deployment scripts for SunEye-210

Production tool for SunEye-210

SunEye-210 datasheet

SunEye-210 support FAQ and support materials

SunEye-210 videos

SunEye-210 mechanical designs

SunEye-210 electrical designs

SunEye-360 Android Application software

SunEye-360 Web Application software

SunEye-360 Mechanical Designs

## EXHIBIT A

### ASSIGNMENT OF PATENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunrun Inc., a Delaware corporation located at 225 Bush Street, Suite 1400 San Francisco, CA 94104 ("**Seller**"), hereby sells, assigns, transfers, and conveys to Solmetric Corporation located at 117 Morris St, Sebastopol, CA 95472 ("**Buyer**"), pursuant to the Intellectual Property Assignment Agreement dated as of May 26, 2023 by and between Seller and Buyer, all[of Seller's right, title, and interest in and to the patents set forth on Schedule A-1, attached hereto and incorporated by this reference herein, together with all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, misappropriation, violation, breach, or default, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment of Patents upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents to be effective on the 26th day of May, 2023 by its duly authorized officer.

Sunrun Inc.

By: \_\_\_\_\_

Name: Nicholas Smallwood

Title: SVP, Products

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA

)

) ss.

LOS ANGELES COUNTY

)

On the 23rd day of May, 2023, before me personally appeared Nicholas Smallwood, 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 the SVP, Products of Sunrun Inc., the Delaware corporation described, and acknowledged the instrument to be the free act and deed of Sunrun Inc. for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: Ryan Matthew McDuffie

My Commission Expires: Oct. 19, 2025





AGREED TO AND ACCEPTED:

Solmetric Corporation

By: [Signature]

Name: Willard MacDonald

Title: President & CEO

**ACKNOWLEDGMENT**

\_\_\_\_\_ STATE )  
 ) ss.  
\_\_\_\_\_ COUNTY )

On the \_\_\_\_ day of May, 2023, before me personally appeared \_\_\_\_\_, 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 the Buyer, and acknowledged the instrument to be the free act and deed of the Buyer for the uses and purposes mentioned in the instrument.

Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



State of California, County of Sonoma  
Subscribed and sworn to (or affirmed) before me on this 25<sup>th</sup> day of May, 2023  
by Willard S. Macdonald  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Gretchen Hill, Notary Public  
Signature

**SCHEDULE A-1**

**Assigned Patents**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Grant Date</b>
Solar Access Measurement Device	U.S.	7873490	1/18/2011
Solar Access Measurement Device	U.S.	8386179	2/26/2013
Methods for Solar Access Measurement	U.S.	9697644	7/4/2017
Solar access measurement	U.S.	10692278	6/23/2020
Methods for Solar Access Measurement	U.S.	16/946311	Application pending
Skyline imaging system for solar access determination	U.S.	7690123	4/6/2010
Skyline imaging system for solar access determination	U.S.	7861422	1/4/2011
Solar Photovoltaic Measurement	U.S.	10198633	2/5/2019
Solar Photovoltaic Measurement	U.S.	11275938	3/15/2022
Predicting Production of Photovoltaic Systems	U.S.	9660576	5/23/2017
Solar Photovoltaic Measurement, and Related Methods and Computer-Readable Media	U.S.	17/649,841*	*Patent application. Pending issue fee due 5/23/23

## EXHIBIT B

### ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunrun Inc., a Delaware corporation located at 225 Bush Street, Suite 1400 San Francisco, CA 94104 ("**Seller**"), hereby sells, assigns, transfers, and conveys to Solmetric Corporation, located at 117 Morris St, Sebastopol, CA 95472 ("**Buyer**"), pursuant to the Intellectual Property Assignment Agreement dated as of May 26, 2023 by and between Seller and Buyer, all of Seller's right, title, and interest in and to the trademarks set forth on Schedule B-1, attached hereto and incorporated by this reference herein, together with all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, misappropriation, violation, breach, or default, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Trademarks upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be effective on the 26th day of May, 2023 by its duly authorized officer.

Sunrun Inc.

By: \_\_\_\_\_

Name: Nicholas Smallwood

Title: SVP, Products



**ACKNOWLEDGMENT**

STATE OF CALIFORNIA

)

) ss.

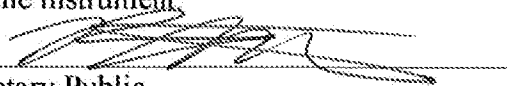
LOS ANGELES COUNTY

)

On the 23rd day of May, 2023, before me personally appeared Nicholas Smallwood, 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 the SVP, Products of Sunrun Inc., the Delaware corporation described, and acknowledged the instrument to be the free act and deed of Sunrun Inc. for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: Ryan Matthew McDuffie



My Commission Expires: Oct. 19, 2025



AGREED TO AND ACCEPTED:

Solmetric Corporation

By: [Signature]

Name: Willard MacDonald

Title: President & CEO

**ACKNOWLEDGMENT**

\_\_\_\_\_ STATE )  
 ) ss.  
\_\_\_\_\_ COUNTY )

On the \_\_\_ day of May, 2023, before me personally appeared \_\_\_\_\_, 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 the Buyer, and acknowledged the instrument to be the free act and deed of the Buyer for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Sonoma

Subscribed and sworn to (or affirmed) before me on this 25<sup>th</sup> day of May, 2023.

by Willard S. MacDonald

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Gretchen Hill, Notary Public  
Signature



**SCHEDULE B-1**

**Assigned Trademarks**

**Trademarks**

SUNEYE®

Registered in U.S. (Reg. No. 5235108)

Registered in China (Reg. No. 12560896)

Registered in India (Reg. No. 2523404)

Registered in EU (Reg. No. 8797557)

**Common Law (Unregistered) Trademarks**

PV DESIGNER™

SUNEYE-210™

SUNEYE-360™