

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHARP ELECTRONICS CORPORATION		11/06/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	NANTENERGY, INC.		
Street Address:	9920 Jefferson Boulevard		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4697383	SMARTSTORAGE	
CORRESPONDENCE DATA			
Fax Number:	7029498376		
<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:	702-949-8200		
Email:	PTO@LRRR.COM		
Correspondent Name:	Michael J. McCue		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	155500-00371		
NAME OF SUBMITTER:	Michael J. McCue		
SIGNATURE:	/Michael J. McCue/		
DATE SIGNED:	05/15/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of this 6th day of November, 2018 (“**Effective Date**”), by **SHARP ELECTRONICS CORPORATION**, a New York corporation with a mailing address at 100 Paragon Dr. Montvale, NJ 07645 (“**Assignor**”), to **NANTENERGY, INC.**, a Delaware corporation (“**Assignee**”), with a mailing address at 9920 Jefferson Blvd., Culver City, CA 90232. All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 6, 2018 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all right, authorization, title, and interest in the Purchased Assets, free and clear of all Encumbrances (except for the Permitted Encumbrances), including the trademark registration set forth on Exhibit A attached hereto and incorporated herein by reference (the “**Transferred Trademark**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Assignment; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires all right, title, and interest in and to the Transferred Trademark, and all issuances, extensions, and renewals thereof, as well as any rights of priority and any common law rights throughout the world, together with the goodwill of the Business connected with and symbolized by the Transferred Trademark. As of the Closing Date, Assignee shall enjoy all benefit of the Transferred Trademark and all rights of ownership of the Transferred Trademark, including, without limitation, the right to exploit, use, license, and dispose of the Transferred Trademark and the right to all proceeds of the foregoing, including the right to institute, continue or defend any and all claims and causes of action with respect to the Transferred Trademark, whether accruing before, on and/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 damage. To that effect, Assignee is subrogated to all Assignor’s rights and actions, in substitution for those of Assignor.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office (USPTO) and any other national, federal, and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further

actions as reasonably requested by Assignee to transfer ownership of the Transferred Trademark including, but not limited to, assignments, transfers, and related powers of attorney.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law; Dispute Resolution. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware (without reference to its principles of choice or conflict of laws). All disputes arising directly or indirectly out of this Assignment shall be fully resolved in accordance with Section 7.11 of the Purchase Agreement.

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

6. Severability. If any provision of this Assignment, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such provisions as applied to other Persons, places and circumstances shall remain in full force and effect.

7. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, and any signatures delivered by e-mail or portable document format (.pdf), each of which shall be an original, shall have the same effect as if the signatures were upon the same instrument and delivered in person.

8. Further Assurances. Each of the parties hereto shall from time to time at the request, furnish the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Assignment and give effect to the transactions contemplated hereby.

[Signature Pages Follow]

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

ASSIGNOR
Sharp Electronics Corporation

ASSIGNEE
NantEnergy, Inc.

By: 

By: _____

Name: Tetsuji Kawamura

Name: _____

Title: Chairman

Title: _____

[Signature Page to Trademark Assignment Agreement]

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

ASSIGNOR
Sharp Electronics Corporation

ASSIGNEE
NantEnergy, Inc.

By: _____

By:  _____

Name: _____

Name: TR. E. W. J. _____

Title: _____

Title: CEO _____

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Country	Trademark	Serial Number	Filing Date	Reg. No.	Reg. Date
US	SmartStorage	86100657	10/24/2013	4697383	3/3/2015