

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786187

<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>
Purelight Power, LLC		01/13/2023	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Purelight Power Newco, LLC		
<b>Street Address:</b>	541 Parsons Dr.		
<b>City:</b>	Medford		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97501		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97501475	PURELIGHT POWER	
<b>Serial Number:</b>	97501450	PURELIGHT	
<b>Serial Number:</b>	97501497	PURELIGHT ROOFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	56943.00.0008		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	02/10/2023		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment, dated and effective as of January 13, 2023 (this “Assignment”) is entered into by and between **Purelight Power LLC**, a limited liability company formed under the laws of the State of Oregon (the “Assignor”), and **Purelight Power Newco LLC**, a limited liability company formed under the laws of the State of Delaware (the “Assignee”) (the Assignor and the Assignee are collectively referred to as the “Parties”). Assignor and Assignee have entered into that certain Contribution Agreement dated as of 13, 2023 (as amended, restated, or otherwise modified from time to time, the “Contribution Agreement”). Defined terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Contribution Agreement.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain names identified in Schedule A attached hereto (the “Scheduled Domain Names”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names and social media accounts used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of copyrights in the contents of the website(s) appearing at the Scheduled Domain Names (the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule B attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain trademarks, service marks and other source identifying designations owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, Assignor is the owner of the patents set forth in Schedule C attached hereto (collectively, the “Scheduled Patents”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain patents, patent applications, and other inventions (whether or not patentable) owned by Assignor including, but not limited to, the Scheduled Patents as successor to the business to which such pertain;

WHEREAS, pursuant to the Contribution Agreement, among other things, Assignor agreed to transfer, and Assignee agreed to accept, certain assets of Assignor, as described therein; and

WHEREAS, Assignee desires to acquire all Assignor’s right, title, and interest in and to Assignor’s Intellectual Property.

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 agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) All right, title, and interest of Assignor in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

(b) All right, title, and interest of Assignor in and to all other domain names and social media accounts used solely in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Domain Names"); and

(c) The right of Assignor to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names and the Unscheduled Domain Names.

2. Assignment of Copyright. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) All right, title, and interest of Assignor in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

(b) All right, title, and interest of Assignor in and to all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business including, but not limited to, all copyrights, copyright applications, and registrations therefor, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Works"); and

(c) The right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works and/or the Unscheduled Works.

3. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) All right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

(b) All right, title, and interest of Assignor in and to all other trademarks, service marks, or other source identifying designations used solely in connection with the Business, together with the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries (collectively, the “Unscheduled Trademarks”); and

(c) The right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or the Unscheduled Trademarks.

4. Assignment of Inventions. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) All right, title and interest of Assignor in and to the Scheduled Patents together with (i) the right to make, use, offer for sale and sell the inventions disclosed therein and the know-how and trade secrets included in the Scheduled Patents, (ii) all continuations, divisions, and renewals of and substitutes for the Scheduled Patents, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, (iii) any reissue or reissues or extension or extensions of said patents, including but not limited to all patents, patent applications, and registrations therefor, and (iv) the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose;

(b) All right, title, and interest of Assignor in and to all inventions, discoveries, know-how, and improvements thereof, and patents, registrations, and applications related thereto, and any and all continuations, divisions, and renewals of and substitutes for said applications, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created solely by, exclusively for, or otherwise acquired solely by, the Business, including but not limited to all patents, patent applications, and registrations therefor together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the “Unscheduled Inventions”); and

(c) The right of Assignor to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents and the Unscheduled Inventions.

5. Further Assistance. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and/or the Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

6. Representations and Warranties. Each Party represents and warrants to the other Party that the person or persons executing this Agreement are duly authorized to execute this Agreement on behalf of such Party and the obligations of such Party hereunder are legal, valid and binding on such Party.

7. Severability. In the event that any part of this Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Assignment shall remain in full force and effect.

8. No Conflicts. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

9. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by all of the parties hereto.

10. Entire Agreement. This Assignment, in connection with the Contribution Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to such subject matter.

11. Governing Law. This Assignment shall be deemed to have been made in the State of Oregon. The internal law, not the law of conflicts, of the State of Oregon shall govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment, with venue for disputes relating to this Assignment being the venue for disputes described in the Contribution Agreement.

12. Binding Effect. This Assignment will be binding on and inure to the benefit of the Parties, their successors, assigns, licensees, subsidiaries, divisions, affiliates, and all others acting by or through them or with or under their direction or in privity with them.

*[Signature page follows]*


*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

**Purelight Power, LLC**, an Oregon limited liability company

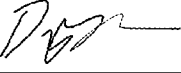
By: Jonathan Beck  
Name: Jonathan David Beck  
Title: Manager

By:   
Name: David Russell Wynn  
Title: Manager

**ASSIGNEE:**

**Purelight Power Newco, LLC**, a Delaware limited liability company

By: Jonathan Beck  
Name: Jonathan David Beck  
Title: Manager

By:   
Name: David Russell Wynn  
Title: Manager

**SCHEDULE A**

**DOMAIN NAMES**

<b>Domain Name</b>	<b>Registrant Organization</b>	<b>Registrar</b>	<b>Expiration Date</b>
purelightpower.com	PureLight Power	Google Domains	April 8, 2023



**SCHEDULE B**

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Date</b>
PURELIGHT POWER	U.S. Ser. No. 97/501,475	App. Date: July 13, 2022
PURELIGHT	U.S. Ser. No. 97/501,450	App. Date: July 13, 2022
PURELIGHT ROOFING	U.S. Ser. No. 97/501,497	App. Date: July 13, 2022

**SCHEDULE C**  
**SCHEDULED PATENTS**

N/A