

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Belly Solar, Inc.		02/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Big Belly Solar LLC		
Street Address:	150 A Street, Suite 103		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3079439	BIG BELLY	
Registration Number:	4451743	SMARTBELLY	
Registration Number:	4572858	SMARTSTER	
Serial Number:	77214349	BIGBELLY	
Serial Number:	77214324		
Serial Number:	87141389		
Serial Number:	77214310	SEAHORSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026268305		
Email:	trademarkdocketing@polsinelli.com		
Correspondent Name:	Daniel P. Mullarkey		
Address Line 1:	1401 I Street, NW, Suite 800		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	085109-524276-2734		
NAME OF SUBMITTER:	Daniel P. Mullarkey		
SIGNATURE:	/daniel mullarkey/		

CH \$190.00 3079439

DATE SIGNED:	03/13/2020
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between **Big Belly Solar, Inc.**, a Delaware corporation having a principal place of business at 150 A Street, Suite 103, Needham, MA, 02494 ("Assignor"), and **Big Belly Solar LLC**, a limited liability company organized under the laws of the Delaware and having a principal place of business at 150 A Street, Suite 103, Needham, MA, 02494 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks listed in Schedule A, along with common law trademark rights and residual rights in abandoned trademark applications and registrations ("the Trademarks"), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used, 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 had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Assignment.

The Assignor has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective date written below.

ASSIGNOR

ASSIGNEE

BIG BELLY SOLAR, INC.

BIG BELLY SOLAR LLC

By:  _____

By:  _____

Name: Brian Phillips
President and CEO

Name: Brian Phillips
President and CEO

Date: 2/25/2020

Date: 2/25/2020

SCHEDULE A

(U.S. Trademarks)

Mark	Country	Application #	Filing Date	Registration #	Registration Date
BIG BELLY	US	78608640	4/14/2005	3079439	4/11/2006
SMARTBELLY	US	85373978	7/18/2011	4451743	12/17/2013
SMARTSTER	US	85600921	4/18/2012	4572858	7/22/2014

(Foreign Trademarks)

Mark	Country	Application #	Filing Date	Registration #	Registration Date
BELLY	EU	8939415	2/23/2010	893415	8/18/2010
BIGBELLY	EU	4667606	10/5/2005	4667606	9/4/2006
BIGBELLY	EU	6365779	10/8/2007	6365779	9/30/2008
SMARTBELLY	EU	10583979	1/10/2012	1053979	7/4/2012
BIG BELLY	AU	1079203	10/5/2005	1079203	2/14/2006
BIGBELLY	AU	1202786	10/5/2007	1202786	4/14/2008
Compactor Design	AU	1202788	10/5/2007	1202788	2/19/2008
BIGBELLY	CA	1274485	10/4/2005	TMA691482	7/6/2007
BIGBELLY	CA	1367271	10/4/2007	TMA780078	10/19/2010
SMARTBELLY	CA	1560349	1/18/2012	TMA890374	11/20/2014

(Expired/Lapsed/Abandoned)

Mark	Country	Application #	Filing Date	Registration #	Registration Date
BIGBELLY	US	77214349	6/25/2007		

COMPACTOR DESIGN	US	77214324	6/25/2007		
Design	US	87141389	8/17/2016		
SEAHORSE	US	77214310	6/25/2007		
CHANGE YOUR SPACE	US	n/a	n/a		
BIGBELLY	HK	300968022	10/5/2007	300968022	5/20/2008
COMPACTOR DESIGN	HK	300968031	10/5/2007		
SEAHORSE	HK	300968040	10/5/2007		
BIGBELLY	MX	896957	11/20/2007	1025934	2/22/2008
BIGBELLY	JP	2007-105013	10/10/2007		
COMPACTOR DESIGN	JP	2007-104156	10/5/2007		
SEAHORSE	JP	2007-105438	10/11/2007		
BIGBELLY	CN	6419344	12/5/2007		
COMPACTOR DESIGN	CN	n/a	11/20/2007		
COMPACTOR DESIGN	CA	1367270	10/4/2007		
SEAHORSE	CA	1367003	10/10/2007		
COMPACTOR DESIGN	EU	6383905	10/10/2007		
SEAHORSE	EU	6365738	10/8/2007		
SEAHORSE	AU	1202787	10/5/2007		