

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670489

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Racepoint Energy, LLC		06/30/2021	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Savant Systems, Inc.		
Street Address:	45 Perseverance Way		
City:	Hyannis		
State/Country:	MASSACHUSETTS		
Postal Code:	02601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88567067	RACEPOINT ENERGY	
Serial Number:	87947704	RACEPOINT	
Serial Number:	88078933	RETHINKING THE GRID	
Serial Number:	88880656	NOON HOME	
Serial Number:	88774729	SAVANT ENERGY	
Serial Number:	88774751	SAVANT POWER	
Serial Number:	88774741	SAVANT LIGHTING	
Serial Number:	90541678	PEARL	
Serial Number:	90541691	PEARL	
Registration Number:	5471536	NOON	
Registration Number:	5471537	NOON	
CORRESPONDENCE DATA			
Fax Number:	6179513927		
<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:	617-951-2500		
Email:	docket@c-m.com, merisa@c-m.com		
Correspondent Name:	Cesari and McKenna, LLP		
Address Line 1:	One Liberty Square		

CH \$290.00 88567067

Address Line 2: Suite 310
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 104215-0000

NAME OF SUBMITTER: Duane H. Dreger

SIGNATURE: /Duane H. Dreger/

DATE SIGNED: 08/26/2021

Total Attachments: 16

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**"), effective as of June 30, 2021 (the "**Effective Date**"), is by and between Racepoint Energy, LLC, a Massachusetts limited liability company ("**Seller**"), and Savant Systems, Inc., a Delaware corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement of even date by and between Buyer and Seller (the "**Purchase Agreement**"). All capitalized terms used but not otherwise defined herein shall have the meaning given to each such term in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Assets and to enter into certain other arrangements;

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all of Seller's respective right, title and interest in and to all Intellectual Property Assets included in the Purchased Assets, and has agreed to execute and deliver this Agreement; and

WHEREAS, the parties acknowledge that this Agreement may be recorded with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

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

1. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

1.1 Assignment. Seller hereby assigns, sells, conveys, delivers and transfers to Buyer all of Seller's respective right, title and interest in and to any and all Intellectual Property Assets included in the Purchased Assets including, but not limited to, the Intellectual Property Registrations set forth on Section 3.09(a) of the Disclosure Schedule, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Buyer's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of Buyer's successors and assigns (collectively, the "**Assigned IP**").

1.2 Further Assurances. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other federal, state and local governmental officials to record and register this IP Assignment upon request by Buyer.

1.3 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and

indemnities relating to the Assigned IP are incorporated herein by this reference. 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.

2. MISCELLANEOUS.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

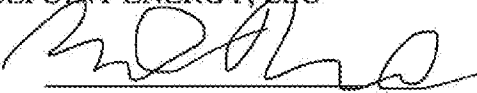
2.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors and personal representatives.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS IN EACH CASE LOCATED IN THE CITY OF BOSTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN THE PURCHASE AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

2.5 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

RACEPOINT ENERGY, LLC

By: 

Name: Robert P. Madonna

Title: Authorized Officer

SAVANT SYSTEMS, INC.

By: _____

Name: Bruce Myers

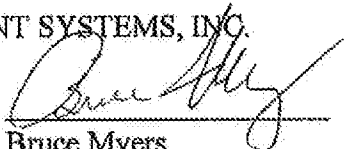
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

RACEPOINT ENERGY, LLC

By: _____
Name: Robert P. Madonna
Title: Authorized Officer

SAVANT SYSTEMS, INC.

By: 
Name: Bruce Myers
Title: Chief Operating Officer

SCHEDULE 3.09(a)
INTELLECTUAL PROPERTY ASSETS

Patents

(See attached.)

Trademarks

(See attached.)

Domain Names, Software and Trade Secrets

Reference is made to Exhibits D, E, and F to that certain Intellectual Property Assignment Agreement dated December 3, 2019 by and between Noon Home, Inc. and Seller, which Exhibits are incorporated into this Schedule 3.09(a) by reference.

10421	200801	INTL	US	UNPUBLISHED						WORLD-WIDE LOCATIONS CONTROL MULTILING SYSTEMS, APPARATUS, AND METHODS
10422	200806	INTL	US	UNPUBLISHED						TRAVELER HOME MULTILING
10423	200806	INTL	US	PROPOSED			06/09/2021			PORTABLE USER MANAGEMENT SYSTEM
10424	200809	INTL	US	PROPOSED						PORTABLE SMARTPHONE USING CROSS-CROSS DETECTION

Mark	Client Code	Matter Code	Status	Appl./Serial No.	File Date	Reg. No.
RACEPOINT ENERGY	104271	0001	ABANDONED	86/627,067	05/12/2015	
RACEPOINT ENERGY	104271	0001A	ALLOWED	88/567,067	08/05/2019	
RACEPOINT ENERGY	104271	0001EU	REGISTERED	014781777	11/11/2015	014781777
RACEPOINT ENERGY	104271	0001GB	REGISTERED	014781777	11/11/2015	UK00914781777
RACEPOINT	104271	0005	ALLOWED	87/947,704	06/04/2018	
RACEPOINT	104271	0005AU	REGISTERED	1973283	12/04/2018	1973283
RACEPOINT	104271	0005CN	REGISTERED	35073564	12/04/2018	35073564
RACEPOINT	104271	0005EU	REGISTERED	017996105	12/04/2018	017996105
RACEPOINT	104271	0005GB	REGISTERED	017996105	12/04/2018	UK00917996105
RACEPOINT	104271	0005IL	REGISTERED	311519	12/04/2018	311519
RACEPOINT	104271	0005IN	REGISTERED	4016787	12/04/2018	4016787
RACEPOINT	104271	0005JP	REGISTERED	2018-148766	12/04/2018	6147061
RACEPOINT	104271	0005KR	REGISTERED	40-2018-169787	12/04/2018	40-1539203
RACEPOINT	104271	0005MX	REGISTERED	2138885	12/03/2018	1986465
RACEPOINT	104271	0005SG	REGISTERED	40201825255Y	12/04/2018	40201825255Y
RETHINKING THE GRID	104271	0007	ALLOWED	88/078,933	08/15/2018	
RETHINKING THE GRID	104271	0007AU	REGISTERED	1988436	02/08/2019	1988436
RETHINKING THE GRID	104271	0007CN	REGISTERED	36304989	02/11/2019	36304989
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RETHINKING THE GRID	104271	0007JP	REGISTERED	2019-022839	02/08/2019	6157756
RETHINKING THE GRID	104271	0007KR	REGISTERED	40-2019-22145	02/13/2019	40-1564063
RETHINKING THE GRID	104271	0007MX	REGISTERED	2164662	02/11/2019	1991693
RETHINKING THE GRID	104271	0007SG	ABANDONED	40201902952P	02/12/2019	
NOON	104271	0082	ABANDONED	87/320,716	02/01/2017	
NOON	104271	0082A	REGISTERED	87/977,011	02/01/2017	5,471,536
NOON	104271	0082AU	REGISTERED	1897397	07/21/2017	1381804
NOON	104271	0082CA	REGISTERED	1848886	07/24/2017	TMA1067259
NOON	104271	0082CN1	REGISTERED	36046190	01/21/2019	36046190
NOON	104271	0082CN2	ABANDONED	?	07/21/2017	1381804
NOON	104271	0082EU	REGISTERED	1381804	07/21/2017	1381804
NOON	104271	0082GB	REGISTERED	1381804	07/21/2017	UK00801381804
NOON	104271	0082HK	REGISTERED	304219074	07/25/2017	304219074
NOON	104271	0082JP	REGISTERED	1381804	07/21/2017	1381804
NOON	104271	0082MP	REGISTERED	A0068650	07/21/2017	1381804
NOON	104271	0082MX	ABANDONED	1381804/1993329	07/21/2017	1381804/1941889
NOON	104271	0082NZ	REGISTERED	1381804	07/21/2017	1381804
NOON HOME	104271	0083	ABANDONED	87/316,358	01/27/2017	
NOON HOME	104271	0083A	ALLOWED	88/880,656	04/21/2020	
NOON HOME	104271	0083AAU	ABANDONED	2138883	10/07/2020	1562505
NOON HOME	104271	0083ACN1	REGISTERED	1562505	10/07/2020	1562505
NOON HOME	104271	0083ACN2	REGISTERED	1562505	10/07/2020	1562505

Reg. Date	Country
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08/14/2019	CN
04/19/2019	EU
04/19/2019	GB
03/03/2020	IL
06/13/2019	IN
05/24/2019	JP
11/04/2019	KR
03/29/2019	MX
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10/07/2019	CN
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08/10/2019	IN
06/28/2019	JP
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04/16/2019	MX
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05/15/2018	US
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NOON HOME	104271	0083EU	REGISTERED	018244241	05/26/2020	018244241
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NOON HOME	104271	0083HK	REGISTERED	304219065	07/25/2017	304219065
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NOON & Des.	104271	0084	ABANDONED	87/316,381	01/27/2017	
NOON & Des.	104271	0084A	REGISTERED	87/977,096	01/27/2017	5,471,537
NOON	104271	0092	ABANDONED	86/556,078	03/06/2015	
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SAVANT ENERGY	104271	0097CN2	PENDING	48159146	07/17/2020	
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SAVANT ENERGY	104271	0097MX1	REGISTERED	2393494	07/24/2020	2238275
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SAVANT POWER	104271	0098MX2	REGISTERED	2393496	07/24/2020	2195332
SAVANT POWER	104271	0098MX3	PENDING	2393495	07/24/2020	
SAVANT POWER	104271	0098SG	PENDING	40202015084V	07/21/2020	
SAVANT LIGHTING	104271	0099	ALLOWED	88/774,741	01/27/2020	
SAVANT LIGHTING	104271	0099AU	REGISTERED	2104480	07/17/2020	2104480
SAVANT LIGHTING	104271	0099CN1	PENDING	48159141	07/17/2020	
SAVANT LIGHTING	104271	0099CN2	PENDING	48159140	07/17/2020	
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NOON POWER	104271	0100	ABANDONED	88/783,384	02/03/2020	
NOON ENERGY	104271	0101	ABANDONED	88/783,401	02/03/2020	
NOON SOLAR	104271	0102	ABANDONED	88/783,419	02/03/2020	
NOON FLEX	104271	0103	ABANDONED	88/783,432	02/03/2020	
NOON LIGHT	104271	0104	ABANDONED	88/783,457	02/03/2020	
NOON LITE	104271	0105	ABANDONED	88/783,463	02/03/2020	
PEARL	104271	0107	PENDING	90/541,678	02/23/2021	
PEARL & Des.	104271	0108	PENDING	90/541,691	02/23/2021	

