

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GridSense, Inc.		07/11/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Franklin Fueling Systems, Inc.		
Street Address:	9255 Coverdale Road		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46809		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4312486	GRIDSENSE	
Registration Number:	4264029	TRANSFORMERIQ	
Registration Number:	3991129	LINEIQ	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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:	(317) 237-1029		
Email:	abe.shanehsaz@faegrebd.com		
Correspondent Name:	Abe Shanehsaz, Faegre Baker Daniels LLP		
Address Line 1:	300 North Meridian Street, Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	12/16/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 11, 2016, is made by Acorn Energy, Inc., ("Acorn"), a Delaware corporation, and GridSense, Inc., ("GridSense"), a Colorado corporation, (collectively, "Seller"), in favor of Franklin Fueling Systems, Inc. ("Buyer"), an Indiana corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 11, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions];

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patent set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patent");

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

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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 damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

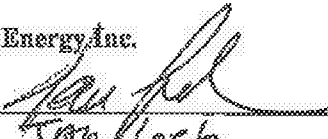
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Acorn Energy Inc.

By: 
Name: Sam Loeb
Title: CEO

GridSense Inc.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

Franklin Fueling Systems, Inc.

By: _____
Name:
Title:

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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Acorn Energy Inc.


GridSense Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

Franklin Fueling Systems, Inc.

By: 
Name: Donald Kenney
Title: VP, President of FFS

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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

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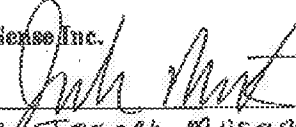
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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Acorn Energy Inc.

By: _____
Name:
Title:

GridSense Inc.

By: 
Name: JOSEPH MUSANTI
Title: CEO

AGREED TO AND ACCEPTED:

Franklin Fueling Systems, Inc.

By: _____
Name:
Title:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Apparatus and Method for Fault Detection on Conductors

USA Date of Application: 1/18/2002

Date of Issuance: 8/3/2004 Pending Serial Number: 09/958,631

Issued Serial Number: 6,771,078

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered United States Trademarks:

Country	Serial No.	Registration No.	Trademark	Status	Miscellaneous
US	85691621	4312486	GRIDSENSE	LIVE	Registered 2013
US	85616898	4264029	TRANSFORMERIQ	LIVE	Registered 2012
US	85062524	3991129	LINEIQ	LIVE	Registered 2011