

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425089

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/01/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Consert, LLC		04/17/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Landis+Gyr Technology, Inc.		
<b>Street Address:</b>	30000 Mill Creek Avenue, Suite 100		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4198791	CONSERT	
<b>Registration Number:</b>	3842375	CONSERT	
<b>Registration Number:</b>	4230262	COMMUNICATE · CONTROL · CONSERVE	
<b>Registration Number:</b>	3865136	COMMUNICATE · CONTROL · CONSERVE	
<b>Registration Number:</b>	4175923	VIRTUAL PEAK PLANT	
<b>Registration Number:</b>	4084282	VIRTUAL PEAK PLANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9197556057		
<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>Phone:</b>	919-484-2308		
<b>Email:</b>	trademarksrtp@wcsr.com		
<b>Correspondent Name:</b>	Jeanine M. Mitchell, Esq.		
<b>Address Line 1:</b>	PO Box 13069		
<b>Address Line 2:</b>	Womble Carlyle Sandridge & Rice, LLP		
<b>Address Line 4:</b>	Research Triangle Pk, NORTH CAROLINA 27709		
<b>NAME OF SUBMITTER:</b>	Jeanine M. Mitchell		
<b>SIGNATURE:</b>	/JEANINEMMITCHELL/		

CH \$165.00 4198791

<b>DATE SIGNED:</b>	04/26/2017
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**Total Attachments: 4**

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**NUNC PRO TUNC  
TRADEMARK ASSIGNMENT**

This Assignment is made by Consert, Inc., a corporation of the State of Delaware, now known as Consert, LLC, a limited liability company of the State of Delaware, having a place of business at 12508 Jones Maltsberger Road, Suite 110, San Antonio, TX 78247 (the "Assignor") and Landis+Gyr Technology, Inc., a corporation of the State of Delaware, having a place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022 (the "Assignee").

WHEREAS, pursuant to a Reorganization Agreement dated November 1, 2016 between Consert, Inc. and the Assignee, Assignee purchased all rights, title and interest in certain Trademarks and Trademark Applications (as defined below) previously held by Consert, Inc.;

WHEREAS, Assignor and Assignee desire to confirm and make of record the assignment of certain trademarks and goodwill to Assignee from Consert, Inc.;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Agrees to assign, transfer, convey, and sell; hereby assigns, transfers, conveys and sells; and has assigned, transferred, conveyed, and sold to Assignee all right, title and interest in and to:
  - (a) The trademarks and trademark applications and registration set forth on the attached Schedule A together with the goods will of the business associated with those marks (hereinafter "the Trademarks and Trademark Applications") and to intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the Trademarks and Trademark Applications, implicitly or explicitly; this assignment being nunc pro tunc effective as of November 1, 2016;
  - (b) all claims for damages by reason of past infringement of any rights under (a);
2. Agrees to authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all trademark(s), or other rights or documents, resulting from the intellectual property described in Paragraph 1 of this Assignment.
3. Agrees to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of trademark application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of trademark(s) or other rights resulting from such trademark application(s) or intellectual property.
4. Agrees that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successor, assign and other legal representative, and shall be binding upon Assignor, as well as its successor, assign and other legal representative.

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- 5. Promises and affirms that Assignor has not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Trademark Assignment.

Date: 4-17-2017

CONCERT, LLC (Assignor)

By: [Signature]

Name: DAVID K. WILSON

Title: SECRETARY

UNITED STATES OF AMERICA )  
 )  
 STATE OF GEORGIA )  
 )  
 COUNTY OF FORSYTH )

Before me, a Notary Public in and for the State of Georgia, on this 17<sup>th</sup> day of April, 2017, personally appeared David Wilson, who being duly sworn, signed and Acknowledged the foregoing Assignment as his/her free act and deed.



[Signature]  
 NOTARY PUBLIC  
 My Commission Expires: 11-19-2019

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LANDIS+GYR TECHNOLOGY, INC.  
(Assignee)

Date: 4-17-2017

By: David K. Wilson

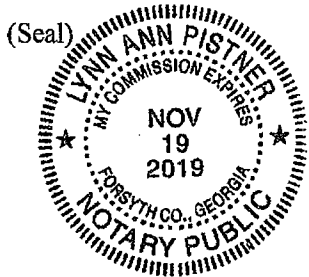
Name: DAVID K. WILSON

Title: V.P. & SECRETARY

UNITED STATES OF AMERICA )  
STATE OF GEORGIA )  
COUNTY OF FORSYTH )

Before me, a Notary Public in and for the State of Georgia this 17<sup>th</sup> day of April, 2017, personally appeared David Wilson, who being duly sworn, signed and Acknowledged the foregoing Assignment as his/her free act and deed.

Lynn A. Pistner  
NOTARY PUBLIC  
My Commission Expires: 11-19-2019



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**SCHEDULE A**

Mark	Reg. No. (Serial No.)	Issue Date (Filing Date)	(Class) Goods	Status
CONSERT	4,198,791	08-28-2012	(09) Energy management software, namely, computer software for use by utilities and their business and residential customers in the operation of electricity-monitoring devices, energy consumption-reporting devices, electrical energy management devices and electrical load-shedding devices	Registered Declaration of Continued Use and Incontestability filing window 08-28-2017 to 08-28-2018
CONSERT	3,842,375	08-31-2010	(42) Designing, developing, hosting and maintaining interactive communication networks employing the Internet, personal digital assistants (PDAs) and in-home displays for the purposes of monitoring and reporting energy and water consumption, managing electrical energy consumption and conserving electrical energy by means of enhanced electrical grid intelligence and load curtailment	Registered Renewal filing window 08-31-2019 to 08-31-2020
COMMUNICATE CONTROL CONSERVE	4,230,262	10-23-2012	(09) Energy management software, namely, computer software for use by utilities and their business and residential customers in the operation of electricity-monitoring devices, energy consumption-reporting devices, electrical energy management devices and electrical load-shedding devices	Registered Declaration of Continued Use and Incontestability filing window 10-23-2017 to 10-23-2018
COMMUNICATE CONTROL CONSERVE	3,865,136	10-19-2010	(42) Designing, developing, hosting and maintaining interactive communication networks employing the Internet, personal digital assistants (PDAs) and in-home displays for the purposes of monitoring and reporting energy and water consumption, managing electrical energy consumption and conserving electrical energy by means of enhanced electrical grid intelligence and load curtailment	Registered Renewal filing window 10-19-2019 to 10-19-2020
VIRTUAL PEAK PLANT	4,175,923	07-17-2012	(09) Energy management software, namely, computer software for use by utilities and their business and residential customers in the operation of electricity-monitoring devices, energy reporting devices, electrical energy management devices and electrical load-shedding devices	Registered Declaration of Continued Use and Incontestability filing window 07-17-2017 to 07-17-2018
VIRTUAL PEAK PLANT	4,084,282	01-10-2012	(42) Designing, developing, hosting and maintaining interactive communication networks employing the Internet, personal digital assistants (PDAs) and in-home displays for the purposes of monitoring and reporting energy and water consumption, managing electrical energy consumption and conserving electrical energy by means of enhanced electrical grid intelligence and load curtailment	Registered Declaration of Continued Use and Incontestability filing window 01-10-2017 to 01-10-2018

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