

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Open Access Technology International, Inc.		10/31/2018	Corporation: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	Associated Bank, National Association
<b>Street Address:</b>	200 North Adams Street
<b>City:</b>	Green Bay
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	54305
<b>Entity Type:</b>	National Banking Association: WISCONSIN

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	86177709	WELCOME TO THE GRID
Serial Number:	86616656	WEBSMARTDSO
Serial Number:	86616648	WEBDSO
Serial Number:	86577819	WEBSMARTBID
Serial Number:	87026423	G SMARTGUARD
Serial Number:	87864827	OATI EVOLUTION
Serial Number:	86548423	OATI MICROGRID
Serial Number:	86724326	OATI GRIDMIND
Serial Number:	86476578	D-TAG
Serial Number:	86315746	WEBSMARTTRADER
Serial Number:	86760943	MYGRID SWITCH
Serial Number:	87668152	GRID 4.0
Serial Number:	87721358	GRID 4.0
Serial Number:	86163735	WELCOME TO THE GRID
Serial Number:	87608611	GRYPHIN
Serial Number:	87320524	SECURITY STAR
Registration Number:	5535989	WEBSMARTMARKET
Registration Number:	4547806	WEBRENEWABLES
Registration Number:	5018384	WEBSMARTTAG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5018383	WEBSMARTOASIS
Registration Number:	4556142	WEBSMARTENERGY
Registration Number:	4485654	OATI YOUR ENERGY, OUR SOLUTIONS
Registration Number:	4481643	OATI
Registration Number:	4459580	WEBTAGMOBILE
Registration Number:	4459579	WEBEXCHANGE
Registration Number:	4455497	WEBREC
Registration Number:	4451611	WEBDISTRIBUTE
Registration Number:	4448294	WEBTRANS
Registration Number:	4448291	WEBTRANSMOBILE
Registration Number:	4280090	OATI WEBAGENT

**CORRESPONDENCE DATA**

**Fax Number:** 6126046989

*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.*

**Phone:** 612.604.6689

**Email:** trademark@winthrop.com

**Correspondent Name:** Timothy D. Sitzmann

**Address Line 1:** 225 South Sixth Street

**Address Line 2:** Capella Tower Suite 3500

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	6354.473
<b>NAME OF SUBMITTER:</b>	Timothy Sitzmann
<b>SIGNATURE:</b>	/Timothy Sitzmann/
<b>DATE SIGNED:</b>	11/05/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2018, is made by OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC., a Minnesota corporation (the “**Grantor**”), in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association (the “**Bank**”).

### WITNESSETH:

In order to secure the respective obligations of the Grantor and Computer Avenue, LLC, a Minnesota limited liability company (“**Computer Ave**”) to the Bank under and pursuant to that certain Business Loan Agreement dated August 24, 2017 (as the same may be amended, supplemented or restated from time to time) by and between the Grantor and Bank and that certain Promissory Note dated August 24, 2017, in the original principal amount of \$5,000,000, executed by the Grantor in favor of the Bank (as the same may be amended, supplemented or restated from time to time), that certain Construction and Term Loan Agreement dated as of September 19, 2016 (as the same may be amended, supplemented or restated from time to time), that certain Promissory Note dated September 19, 2016, in the original principal amount of \$22,275,000, executed and delivered by Computer Ave in favor of the Bank (as the same may be amended, supplemented or restated from time to time), that certain Guaranty of Payment and Completion dated September 19, 2016, executed and delivered by the Grantor in favor of the Bank (as the same may be amended, supplemented or restated from time to time) and each and every other debt, liability and obligation of every type and description which the Grantor or Computer Ave may now or at any time hereafter owe to the Bank (whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Agreement or any other present or future instrument or agreement or by operation of law, and whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint or joint and several) (all such debts, liabilities and obligations of the Grantor and Computer Ave to the Bank are herein collectively referred to as the “**Secured Obligations**”), the Grantor hereby agrees as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Bank and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):
  - (a) all of its Trademark Applications, Trademarks and all related Trademark Licenses providing for the grant by the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to that certain Security Agreement of even date herewith executed by the Grantor in favor of the Bank (the “**Security Agreement**”) and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Applications, Trademarks and related Trademark Licenses subject to a security interest hereunder.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the state of Minnesota.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

OPEN ACCESS TECHNOLOGY  
INTERNATIONAL, INC., a Minnesota  
corporation

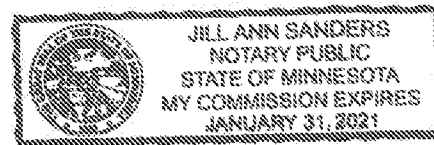
By: \_\_\_\_\_

Sasan Mokhtari  
President & CEO

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 31 day of October, 2018,  
by Sasan Mokhtari, the President and CEO of OPEN ACCESS TECHNOLOGY  
INTERNATIONAL, INC., for and on behalf of said corporation.

\_\_\_\_\_  
Notary Public



**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

ACCEPTED AND AGREED  
as of the date first above written:


**ASSOCIATED BANK, NATIONAL  
ASSOCIATION**

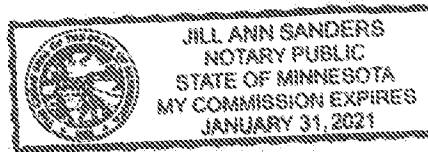
By:   
\_\_\_\_\_  
Alison Tregilgas  
Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

On this 31 day of October, 2018 before me personally appeared SASAN MOKHTAR proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

### Registrations

<b>Trademark</b>	<b>Reg. No.</b>
OATI WEBAGENT	4,280,090
WEBTRANSMOBILE	4,448,291
WEBTRANS	4,448,294
WEBDISTRIBUTE	4,451,611
WEBREC	4,455,497
WEBEXCHANGE	4,459,579
WEBTAGMOBILE	4,459,580
OATI	4,481,643
OATI YOUR ENERGY, OUR SOLUTIONS	4,485,654
WEBSMARTENERGY	4,556,142
WEBSMARTOASIS	5,018,383
WEBSMARTTAG	5,018,384
WEBRENEWABLES	4,547,806
WEBSMARTMARKET	5,535,989

### Applications

<b>Trademark</b>	<b>Serial No.</b>
WELCOME TO THE GRID	86/177,709
WEBSMARTDSO	86/616,656
WEBDSO	86/616,648
WEBSMARTBID	86/577,819
G SMARTGUARD	87/026,423
OATI EVOLUTION	87/864,827
OATI MICROGRID	86/548,423
OATI GRIDMIND	86/724,326
D-TAG	86/476,578
WEBSMARTTRADER	86/315,746
MYGRID SWITCH	86/760,943
GRID 4.0	87/668,152
GRID 4.0	87/721,358
WELCOME TO THE GRID	86/163,735
GRYPHIN	87/608,611
SECURITY STAR	87/320,524