

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523286

| | | | |
|---|---|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Power Standards Lab, Inc. | | 04/25/2019 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Enertech Capital Partners IV (Canada), L.P. | | |
| Street Address: | One Tower Bridge | | |
| Internal Address: | 100 Front Street, Suite 1225 | | |
| City: | Conshohocken | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19428 | | |
| Entity Type: | Limited Partnership: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3065871 | PQUBE | |
| Registration Number: | 4881526 | ENVIROSENSOR | |
| Registration Number: | 5109719 | QUBEVIEW | |
| Serial Number: | 88026744 | GRIDANALYZER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7168526100 | | |
| <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: | (716) 847-8400 | | |
| Email: | spiatkowski@phillipslytle.com | | |
| Correspondent Name: | Phillips Lytle LLP | | |
| Address Line 1: | One Canalside | | |
| Address Line 2: | 125 Main Street | | |
| Address Line 4: | Buffalo, NEW YORK 14203 | | |
| ATTORNEY DOCKET NUMBER: | 41754.0 | | |
| NAME OF SUBMITTER: | Sharon A. Piatkowski | | |
| SIGNATURE: | /Sharon A. Piatkowski/ | | |
| DATE SIGNED: | 05/13/2019 | | |

OP \$115.00 3065871

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 25 2019, by **POWER STANDARDS LAB, INC.**, a company incorporated under the laws of California (the "Grantor"), in favour of **ENERTECH CAPITAL PARTNERS IV (CANADA), L.P.** (the "Secured Party")

RECITALS

WHEREAS, pursuant to the terms of that certain General Security Agreement, by and among the Grantor and the Secured Party (as amended or otherwise modified from time to time, the "GSA"), Grantor has granted to the Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the GSA.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Secured Party.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the GSA, which is hereby incorporated by reference. The provisions of the GSA shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Intellectual Property Collateral are as provided by the GSA and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

[Signature page follows.]

MTL01: 5011239: v2

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the first date written above.

GRANTOR:

POWER STANDARDS LAB, INC

By:



Name: Mario LaFlamme

Title: CFO, Vice President of Finance and Secretary

Address : 980 Atlantic Ave
Alameda, CA 94501
U.S.A.

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006643 FRAME: 0946

EXHIBIT A

Copyrights

The Grantor is developing software which is not yet registered with the U.S. Copyright Office. The “Diligent” software suite is under development and expected to be Beta Tested during 1H19. It is a cloud-based and on-premise software tool that interfaces with Grantor’s PQube monitoring technology, providing access to PQube-based data, reporting and analytics.

EXHIBIT B

Patents

| <u>Description</u> | <u>Registrant</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|--|-------------------|-------------------------|--------------------------|----------------------------|
| Method and apparatus for detecting cyber attacks on an alternating current power grid" (cyber attack application of micro-synchrophasor) | Grantor | 2015-09-29 | 2017-04-11 | 9621569 |
| Method and apparatus for triggered capture of voltage phase angle data on an alternating current power grid (micro-synchrophasor) | Grantor | 2012-07-30 | 2017-02-28 | 9581618 |
| System and method for measuring a parameter of an alternating current power grid while minimizing the likelihood of lightning damage in a measuring system (micro-synchrophasor) | Grantor | 2012-07-30 | 2016-07-05 | 9383397 |
| Harmonics measurement instrument with in-situ calibration (Harmonics gold-standard instrument for Hydro Quebec) | Grantor | 2006-11-20 | 2008-05-22 | 7511468 |
| Sag generator with plurality of switch technologies (Industrial Power Corruptor) | Grantor | 2002-06-02 | 2004-07-06 | 6759765 |
| Sag generator with switch-mode impedance (alternate Industrial Power Corruptor) | Grantor | 2001-02-12 | 2001-09-04 | 6285169 |
| Method and Apparatus for Precision Phasor Measurements Through a Medium-voltage Distribution Transformer (micro-synchrophasor) | Grantor | 2015-07-24 | 2017-01-26 | 10061167 |
| Method and apparatus for | Grantor | 2018-01-18 | 2018-11-27 | 10139434 |

| | | | | |
|---|---------|------------|---|-------------------------|
| measuring the stability of an alternating current distribution grid | | | | |
| DC Monitoring System for variable frequency drives | Grantor | 2019-06-02 | - | 62/802,134 (Pending) |

EXHIBIT C

Trademarks

| <u>Trademark</u> | <u>Registrant</u> | <u>Application Number</u> | <u>RegistrationNumber</u> |
|------------------|-------------------|---------------------------|---------------------------|
| PQube | Grantor | 78587957 | 3065871 |
| EnviroSensor | Grantor | 86653677 | 4881526 |
| QubeView | Grantor | 87046868 | 5109719 |
| GridAnalyzer | Grantor | 88026744 | n/a |

EXHIBIT D

Mask Works

None.