

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POWER STANDARDS LAB, INC.		04/23/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88026744	GRIDANALYZER	
Registration Number:	3065871	PQUBE	
Registration Number:	4881526	ENVIROSENSOR	
Registration Number:	5109719	QUBEVIEW	
CORRESPONDENCE DATA			
Fax Number:	9545232872		
<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:	9545259900		
Email:	pbuckley@bergersingerman.com		
Correspondent Name:	BERGER SINGERMAN LLP		
Address Line 1:	350 E. LAS OLAS BLVD., SUITE 1000		
Address Line 4:	FORT LAUDERDALE, FLORIDA 33301		
NAME OF SUBMITTER:	GEOFFREY LOTTENBERG		
SIGNATURE:	/GEOFFREY LOTTENBERG/		
DATE SIGNED:	06/03/2019		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of April 23, 2019 by and between **SILICON VALLEY BANK** (“**Bank**”) and **POWER STANDARDS LAB, INC.** (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Power Survey and Equipment Ltd. and Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Power Survey and Equipment Ltd. and Grantor dated as of Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 or 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 authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. 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.

6. 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.

7. 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

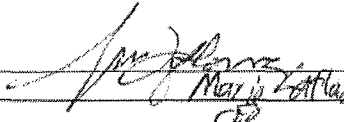
laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

POWER STANDARDS LAB, INC.

By: 
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

POWER STANDARDS LAB, INC.

By: _____
Title: _____

BANK:

SILICON VALLEY BANK



By: Kyle DiLella
Title: Vice President

EXHIBIT A

Copyrights

None.

POWER STANDARDS LAB INC.

22-May-19

PATENTS / PATENTS PENDING

	Title and Description	Date of Application	Patent Issue Date	Pending Serial No.	Status	Issued Patent No.
1	"Method and apparatus for detecting cyber attacks on an alternating current power grid" (cyber attack application of micro-synchrophasor)	29/09/2015	11/04/2017		Active	9621569
2	Method and apparatus for triggered capture of voltage phase angle data on an alternating current power grid (micro-synchrophasor)	30/07/2012	28/02/2017		Active	9581618
3	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)	30/07/2012	05/07/2016		Active	9383397
4	Harmonics measurement instrument with in-situ calibration (Harmonics gold-standard instrument for Hydro Quebec)	20/11/2006	22/05/2008		Expired - company is assessing possibility of re-instatement	7511468
5	"Sag generator with plurality of switch technologies" (Industrial Power Corruptor)	02/06/2002	06/07/2004		Expired - company is assessing possibility of re-instatement	6759765
6	Sag generator with switch-mode impedance (alternate Industrial Power Corruptor)	12/02/2001	04/09/2001		Expired - company is assessing possibility of re-instatement	6285169
7	Method and Apparatus for Precision Phasor Measurements Through a Medium-voltage Distribution Transformer (micro-synchrophasor)	24/07/2015	26/01/2017		Active	10067167
8	Method and apparatus for measuring the stability of an alternating current distribution grid	18/01/2018	27/11/2018		Active	10139434
9	DC Monitoring System for variable frequency drives	02/06/2019		62/802134	Filed application	
10	Method and Apparatus for Precision Phasor Measurements Through a Medium-voltage Distribution Transformer	24/07/2015		14/808439	Filed application	

TRADEMARK

REEL: 006660 FRAME: 0379

EXHIBIT C

Trademarks

Trade Mark	Registration Number	Application Number
PQube	3065871	78587957
EnviroSensor	4881526	86653677
QubeView	5109719	87046868
GridAnalyzer	n/a	88026744

EXHIBIT D

Mask Works

None.

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