

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Analytics Corporation		06/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WaveTech Global, Inc.		
Street Address:	609 Willow Avenue		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4240770	POWER ANALYTICS	
Registration Number:	4244672	POWER ANALYTICS	
Registration Number:	4343696	PALADIN DESIGNVIEW	
Registration Number:	4347753	PALADIN LIVE	
Registration Number:	4351389	PALADIN GATEWAY	
Registration Number:	4274333	FORESIGHT AS ACCURATE AS HINDSIGHT.	
Registration Number:	4278323	PALADIN DESIGNBASE	
Registration Number:	4664544	PALADIN WSM	
Registration Number:	4727928	PALADIN SMARTGRID POWER MANAGEMENT SYSTE	
Registration Number:	5142227	DESIGNBASE XI	
Registration Number:	5371862	POWER ANALYTICS ENERGY ALIGNMENT PLAN	
Registration Number:	3028018	P	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<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:	2123368000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Charles M. Macedo		
Address Line 1:	90 Park Avenue		

CH \$315.00 4240770

TRADEMARK

Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	94671/0005
NAME OF SUBMITTER:	Charles M. Macedo
SIGNATURE:	/Charles M. Macedo/
DATE SIGNED:	06/17/2019
Total Attachments: 3 source=Assignment of Trademarks - Power Analytics#page1.tif source=Assignment of Trademarks - Power Analytics#page2.tif source=Assignment of Trademarks - Power Analytics#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("*Trademark Assignment*") is made effective as of the 6th day of June, 2019 ("*Effective Date*") by and between POWER ANALYTICS CORPORATION, a Delaware corporation ("*Assignor*"), and WAVETECH GLOBAL, INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the purchaser of certain assets of Assignee pursuant to the Asset Purchase Agreement between Assignee and Assignor, dated as of April 26, 2019 (the "*Asset Purchase Agreement*");

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; the transfer of such registrations accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark(s) pertain(s), and that business is ongoing and existing;

(b) all common law rights associated with and underlying the Assigned Trademarks and all other rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. **Authorization to Record.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.

3. **Further Cooperation.** Assignor shall take such steps and actions, and provide such cooperation, assistance and legal testimony as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee and its successors, assigns, and legal representatives, including the prompt communication to Assignee of any facts known involving the

Assigned Trademarks and execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents.

4. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark 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 Assignor and Assignee with respect to the Assigned Trademarks. 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.


5. **Counterparts.** This Trademark 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.

6. **Governing Law.** This Trademark Assignment shall be binding upon the parties hereto in the United States and worldwide, and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule.

7. **Requisite Authority.** The individual executing this Assignment under seal on behalf of Assignor represents that s/he has the requisite authority from Assignor to assign the Assigned Trademarks.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the date first above written.

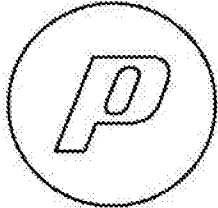
POWER ANALYTICS CORPORATION

By: 
Name: KEVIN MCPHEE
Title: PRESIDENT
Date: 6-27-10

WAVETECH GLOBAL INC.

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

Trademark	Reg Number
POWER ANALYTICS	4,240,770
POWER ANALYTICS	4,244,672
PALADIN DESIGNVIEW	4,343,696
PALADIN LIVE	4,347,753
PALADIN GATEWAY	4,351,389
FORESIGHT AS ACCURATE AS HINDSIGHT.	4,274,333
PALADIN DESIGNBASE	4,278,323
PALADIN WSM	4,664,544
PALADIN SMARTGRID POWER MANAGEMENT SYSTEM	4,727,928
DESIGNBASE XI	5,142,227
POWER ANALYTICS ENERGY ALIGNMENT PLAN	5,371,862
	3,028,018