

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Voluntary Surrender of Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE PILLAR, INC.		10/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BPAC, INC.		
Street Address:	9025 North River Road		
Internal Address:	Suite 150		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3605173	BLUE PILLAR	
Registration Number:	3716091	AURORA	
Registration Number:	4773913	AVISE FORESITE	
Registration Number:	4856492	AURORA	
Registration Number:	4905826	AVISE FORESITE	
Registration Number:	4905827	DIGITAL ENERGY NETWORK OF THINGS	
Registration Number:	4942087	ENERGY NETWORK OF THINGS	
Registration Number:	5120770	FACILITY OF THE FUTURE	
Registration Number:	5145510	ENERGY THINGS	
Registration Number:	5424045	BP	
Serial Number:	88331673	UTILIZEIT	
Serial Number:	88331697	DESIGNIT	
Serial Number:	88331712	DEPLOYIT	
Serial Number:	88331725	MANAGEIT	
Serial Number:	88331738	BPS	
Serial Number:	88338070	ADMINIOT	
CORRESPONDENCE DATA			

OP \$415.00 3605173

Fax Number: 9374436635

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: 937-443-6600

Email: ipdocket@thompsonhine.com

Correspondent Name: Thompson Hine LLP

Address Line 1: 10050 Innovation Drive

Address Line 2: Suite 400

Address Line 4: Dayton, OHIO 45342-4934

ATTORNEY DOCKET NUMBER:	102039.00001 / amg
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NAME OF SUBMITTER:	David R. Jaglowski
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SIGNATURE:	/David R. Jaglowski/
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DATE SIGNED:	11/20/2019
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Total Attachments: 16

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October 28, 2019

BPAC, Inc.
9025 North River Road, Suite 150
Indianapolis, IN 46240

Re: Voluntary Surrender of Collateral

Ladies and Gentlemen:

Reference is made to that certain Loan Sale Agreement dated October 28, 2019 among Pivotal Capital Fund, LP (“Pivotal”) and BPAC, Inc. (“BPAC”) (the “Purchase Agreement”). Pursuant to the terms of the Purchase Agreement, BPAC purchased all of Pivotal’s right, title and interest in that certain Loan and Security Agreement dated June 30, 2017, as amended, supplemented, restated or otherwise modified by that certain: (i) First Amendment to Loan and Security Agreement dated October 23, 2017; (ii) Second Amendment to Loan and Security Agreement dated June 15, 2018; and (iii) Third Amendment to Loan and Security Agreement dated March 15, 2019 among Blue Pillar, Inc., a Delaware corporation (“Debtor”) and Pivotal (as the same may from time to time be further amended, restated, or otherwise modified, the “Loan Agreement”), and the related loan documents. Capitalized terms used in this letter and defined in the Loan Agreement, but not otherwise defined herein, shall have the meanings given such terms in the Loan Agreement.

On October 11, 2019, Debtor notified Pivotal that it is unable to pay its debts as they mature and is thus insolvent. As a result of the Purchase Agreement and BPAC assuming Pivotal’s role as lender to Debtor under the Loan Documents, BPAC delivered a notice of default dated October 28, 2019 to Debtor indicating that Debtor’s insolvency constituted an Event of Default under the Loan Agreement. Based on Debtor’s default of its Obligations pursuant to the Loan Agreement, Debtor hereby voluntarily surrenders and assigns to BPAC, or its assigns, the specific collateral described in Exhibit A, which is attached hereto, and by this reference made a part hereof, for such disposition as BPAC may desire, in accordance with the applicable sections of the Uniform Commercial Code (“UCC”) and applicable law.

Pursuant to the terms of the Purchase Agreement, BPAC possesses a first priority security interest in the Collateral. Debtor represents and warrants that the intangible and tangible property that constitutes the Collateral is located at Debtor’s premises at 9025 N. River Road, Indianapolis, Indiana 46250 (the “Premises”). Debtor agrees that BPAC shall be deemed to have taken possession of the Collateral as of the date hereof by virtue of the Debtor’s surrender and assignment of the Collateral hereunder and that the Collateral shall not be removed from the Premises, except in accordance with and by the direction and instruction of BPAC. Debtor further agrees that it will remit immediately to BPAC any proceeds it receives from accounts receivable or any other Collateral, subject to BPAC’s security interest under the Loan Documents that BPAC was unable to recover at the Premises.

Notwithstanding the foregoing, Debtor shall retain certain “cash proceeds,” as such term is defined in the UCC, for the purpose of winding down the company, including, without

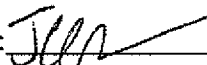
limitation, the payment of employee wages and related costs. Any cash proceeds remaining after the Debtor's wind down and termination of its employees shall be remitted to the party that acquires Debtor's assets as part of any sale process implemented by BPAC.

Debtor hereby gives, transfers, assigns, and conveys to BPAC all of its right, title, and interest in and to the Collateral, and Debtor hereby requests and authorizes BPAC to dispose of the Collateral at private or public sale at such price and on such terms as BPAC, in its sole discretion, finds reasonable, and to apply the proceeds received from such sale, less expense of re-taking, holding, preparing for sale and selling, against the Debtor's indebtedness to BPAC. The surplus, if any, shall be paid according to relevant provisions of law. BPAC retains all rights it may have to make a claim for and collect any deficiency from the Debtor, and all rights it may have under the Loan Documents including, without limitation, that certain Subordination Agreement dated March 15, 2019 among Pivotal, Debtor, NRG Energy, Inc., Allos II Limited Partnership, Allos II-Q Limited Partnership, Allos II Co-Investment Fund, L.P., Arsenal Venture Partners IIA, L.P., Arsenal Venture Partners II, L.P., Enertech Capital Partners IV, L.P., Enertech Capital Partners IV (Canada), L.P., Claremont Creek Ventures II, L.P., GXP Investments, Inc., Steven Crane, Britten Killinger and Julie Killinger. Debtor hereby waives any right it may have to notice of the time and place of any such sale.

Debtor hereby releases and forever discharges BPAC, its agents, employees, attorneys and assigns of and from all claims, suits and demands of every kind and character that they now have, have had, could have had, or may have against BPAC, its agents, employees, attorneys and assigns for or in respect to, connected with, or on account of, the surrender, release, repossession, taking, and disposition of the Collateral.

Very truly yours,

BLUE PILLAR, INC.

By:  _____

Title: CFD _____

EXHIBIT A
REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Patent Summary:

MMM Ref. No.	Patent/ Appln. No.	Filing date	Title	priority	status/actions due
20833-64943	11/556,496 Patent No. 7,548,826	11/3/2006	Power Monitoring and Testing	60/823,474	PATENTED Patent Issued: June 16, 2009 Second Maintenance Fee due: 12/16/2020
20833-66305	12/143,326 Patent No. 8,359,248	6/20/2008	Systems, Methods, and Devices for Managing Emergency Power Supply Systems	60/823,474 11/556,496	PATENTED Patent Issued: January 22, 2013 Second Maintenance Fee due: 07/23/2020
20833-69202	12/362,308 Patent No. 7,974,809	1/29/2009	Power Monitoring and Testing	11/556,496 (#64943)	PATENTED Patent Issued: July 5, 2011 Thrd Maintenance Fee due: 01/05/2023
20833-77647 Canadian	2,728,431	12/17/2010	Systems, Methods, and Devices for Managing Emergency Power Supply Systems	PCT US2008/67743	PATENTED Patent Issued: October 25, 2016 First Maintenance Fee due: 06/20/2020
20833-88042	13/691,366 9,709,636	11/30/2012	Systems and Methods for Managing Emergency Power Supply System Operational Information	CON of 12/143,326 8,359,248 (-66305) CIP of 11/556,496 7,548,826 (-64943) 60/823,474 (-64942)	PATENTED Patent Issued: July 18, 2017 First Maintenance Fee due: 06/18/2021
20833-88045	13/691,376 9,791,520	11/30/2012	Systems and Methods for Testing Emergency Power Supply Systems	CON of 12/143,326 8,359,248 (-66305) CIP of 11/556,496 7,548,826 (-64943) 60/823,474 (-64942)	PATENTED Patent Issued: October 17, 2017 First Maintenance Fee due: 04/17/2021
Not MMM	13/945,812 Patent No. 9,241,007	7/18/2013	SYSTEM, METHOD, AND COMPUTER PROGRAM FOR PROVIDING A VULNERABILITY ASSESSMENT OF A NETWORK OF INDUSTRIAL AUTOMATION DEVICES		ISSUED 01/19/2016 Second Maintenance Fee due: 07/20/2023
Not MMM	13/753,908 Patent No. 9,170,579	1/30/2013	SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR MONITORING AND CONTROLLING INDUSTRIAL ENERGY EQUIPMENT		ISSUED 10/27/2015 Second Maintenance Fee due: 04/27/2023
Not MMM	13/753,908	1/30/2013	System, Method and Computer Program Product for Monitoring and Controlling Industrial Energy Equipment	8/21/2015	PENDING; Response to first Office Action due July 4, 2019

REDACTED

REDACTED

9/30/19 Work in Progress Accruals:

Customer	Project Number	Project Description	Balance
NRG	BP17031	NRG - Aero Farms	\$ 1,871.71
NRG	BP17032	NRG - Lutheran Homes	\$ 3,070.56
DUKE	BP17088	Duke Regional Hospital - Fuel Monitoring	\$ 1,251.37
NRG	BP180114	NRG Ready Pac	\$ 977.39
DUKE	BP180122	Starr Electric - Duke Clinical Labs - Carl	\$ 4,813.90
TXDOT	BP180126	TXDOT - Vanjen Group - Henrietta	\$ 503.65
MSK	BP180134	MSK - Fresh Meadows/ Fuel Tank Add	\$ 3,604.98
TXDOT	BP180144	TXDOT - Travel Center Sites	\$ 37,864.80
AEP	BP190024	AEP On-Site Partners-LabCorp-Aurora	\$ 331.73
NRG	BP190187	NRG-Intricon Gen	\$ 1,013.80
TAMU	BP190196	TAMU Phase 3 - 2019	\$ 128,874.84
BAYLOR SCOTT & WHITE	BP190213	Lake Pointe Tower Expansion ATS Add 2019	\$ 5,468.39
TENET	BP190219	Palmetto General Hospital Switchgear & Fuel Monitoring	\$ 1,447.38
POWERX	BP190227	PowerX Pilot	\$ 3,395.95
TXDOT	BP190228	TXDoT Flight Services	\$ 2,365.51
DUKE	BP190229	Duke Arrigdon Abulatory Care 2019	\$ 9,006.92
NYU	BP190235	NYU Langone - Tische Hospital DESS	\$ 19,542.44
HAWAII EEX	EEX	Prepaid Deposit for Connected Dev - not able to bill EEX for until performed	\$ 18,290.00
ENAAS SALES TAX	ENAAS SALES TAX	Sales tax accrued or paid for ENAAS Sites not deployed yet	\$ 4,535.95
Total			\$ 248,231.27

9/30/19 Other Current Assets:

Account Number	Account Description		Balance	Notes
01-100-16015	Security Deposits	\$	11,081.54	See Below
01-100-14011	Prepaid Insurance	\$	41,418.28	See Below
01-100-14010	Prepaid Expenses	\$	56,155.73	See Below
		\$	<u>108,655.55</u>	

Security Deposits	
Balance Consists of:	
Indiana office space security deposit (Duke Realty)	\$ 6,053.54
MD permanent space, downtown Frederick, security deposit (2 N. Market St. LLC)	\$ 4,550.00
PotomacEdison security deposit for new office space	\$ 478.00
Total	\$ 11,081.54

Prepaid Insurance	
\$27,730.03	Anthem October 2019
\$406.44	Guardian October 2019
\$10,813.25	Q4 Chubb Business Insurance
\$2,468.56	October Delta Dental
\$41,418.28	

Prepaid Expense		
MISC. SORT	Vendor	2019 Balance
AVALARA	Avalara Inv 02910516	3,766.50
AVENTION	World Data Products	1,741.67
CDW	CDW Inv RSW7955	803.52
CT CORP	CT Corporation Inv 5004630685-00	276.09
ESIGHT	eSight Energy, Inc.	5,017.72
HUBSPOT	Hubspot Inv 1143615	3,003.20
JLL/FFC RENT	Duke Realty Rent (JLL/FFC) - Pass Thru Exp	228.06
JLL/FFC RENT	Duke Realty Rent (JLL/FFC) - Oct Rent	6,658.50
LINKED'IN	Linked In	1,999.80
MARION	Marion County Treasurer July 2019 - Dec 2019	571.22
MATRIKON	Matrikon -Inv 5245775172	7,500.00
NORTHWOODS	Northwoods Software Inv 17945JS	550.40
OPENADR ALLIANCE	openADR Alliance	500.00
PARKING	Parking	582.00
Prepaid Inventory	Prepaid Inventory - per KG (will move)	(305.90)
Progress Software	Progress Software	2,885.15
SALESFORCE	Salesforce - Inv 14587703	7,507.47
SECURITAS	Securitas Insurance Partners - Inv 3819	5,462.32
SMARTSHEETS	Smartsheets - SVB Corp Card Charge	1,200.00
SYNC FUSION	Sync Fusion Inv S444169	833.31
ZENDESK	Zendesk	5,374.99
		<u>56,156.02</u>
		<u>(56,155.73)</u> GL
		0.29