

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPUS ONE SOLUTIONS ENERGY CORPORATION		03/13/2020	Corporation: CANADA
OPUS ONE SOLUTIONS (USA) CORPORATION		03/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE; HG-150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4849267	GRIDOS	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	2165925000		
Email:	patents@tuckerellis.com		
Correspondent Name:	tucker ellis, llp		
Address Line 1:	950 Main Ave, Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
NAME OF SUBMITTER:	M. DAVID GALIN		
SIGNATURE:	/M.David Galin/		
DATE SIGNED:	03/31/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of March 13, 2020 by and between (I) **SILICON VALLEY BANK** (“**Bank**”) and (II) **OPUS ONE SOLUTIONS ENERGY CORPORATION**, a corporation formed under the laws of the Province of Ontario and **OPUS ONE SOLUTIONS (USA) CORPORATION**, a corporation formed under the laws of the State of Delaware (individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor dated as of the date hereof (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 Advances to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank 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 Grantor's obligations to Bank under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank 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 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 industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the "**Industrial Designs**");

(g) 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 E attached hereto (collectively, the "**Mask Works**");

(h) 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;

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

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

(k) 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 Canadian Intellectual Property Office, United States Patent and Trademark Office, 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 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 herein by reference. The provisions of the Loan Agreement shall supersede and have 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 Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[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.

BORROWER:

OPUS ONE SOLUTIONS CORPORATION

By Joshua Wong

Name: Joshua wong

Title: CEO

OPUS ONE SOLUTIONS (USA) CORPORATION

By Joshua Wong

Name: Joshua wong

Title: CEO

BANK:

SILICON VALLEY BANK

By Tyler Kirk

Name: Tyler Kirk

Title: Vice President

[Signature page to Intellectual Property Security Agreement]

REVISED IPSA SCHEDULE DELIVERED POST-CLOSING 22MARCH2020

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
N/A		

EXHIBIT B

Patents

Owner	Application/ Patent No.	Title/Description
Opus One Solutions Energy Corporation	10,061,283	Patent granted to Opus One in the U.S. for integrated microgrid management system in electric power systems.
Opus One Solutions Energy Corporation	10,585,445	Patent granted to Opus One in the U.S. for volt/var control in electric power management and automation systems.
Opus One Solutions Energy Corporation	16/115,078	Patent pending in the U.S. for integrated microgrid management system in electric power systems.
Opus One Solutions Energy Corporation	3,004,649	Patent pending in Canada for integrated microgrid management system in electric power systems.
Opus One Solutions Energy Corporation	16871866.6	Patent pending in Europe for integrated microgrid management system in electric power systems.
Opus One Solutions Energy Corporation	2019219842	Patent pending in Australia for integrated microgrid management system in electric power systems.
Opus One Solutions Energy Corporation	2,920,924	Patent pending in Canada for distributed energy management system.
Opus One Solutions Energy Corporation	2019200364	Patent pending in Australia for distributed energy management system.
Opus One Solutions Energy Corporation	14/480,038	Patent allowed in the U.S. for distributed energy management system (Grid Operating System).
Opus One Solutions Energy Corporation	14842928.5	Patent pending in Europe for distributed energy management system.
Opus One Solutions Energy Corporation	16/814,662	Patent pending in the U.S. for volt/var control in electric power management and automation systems.
Opus One Solutions Energy Corporation	15990502	Patent pending in the U.S. for integrated distribution planning systems.
Opus One Solutions Energy Corporation	3,062,186	Patent pending in Canada for integrated distribution planning systems.
Opus One Solutions Energy Corporation	18805894.5	Patent pending in Europe for integrated distribution planning systems.
Opus One Solutions Energy Corporation	2018272082	Patent pending in Australia for integrated distribution planning systems.
Opus One Solutions Energy Corporation	16/180,554	Patent pending in the U.S. for dynamic hosting capacity systems for DER integration and management on distribution utility networks.
Opus One Solutions Energy Corporation	PCT/US18/59234	PCT patent application for dynamic hosting capacity systems for DER integration and management on distribution utility networks.
Opus One Solutions Energy Corporation	16443518	Patent pending in the U.S. for systems and methods for providing distribution system markets in electric power systems.

Opus One Solutions Energy Corporation	PCT/US19/37517	PCT patent application for systems and methods for providing distribution system markets in electric power systems.
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EXHIBIT C

Trademarks

US Trademarks:

Description	Serial Number	Filing Date
Granted U.S. trademark registration for the mark GRIDOS.	4849267	2014/09/23

Canadian Trademarks:

Description	Application Number	Owner
Granted Canadian trademark registration for the mark GRIDOS.	TMA946,690	Opus One Solutions Energy Corporation

EXHIBIT D

Industrial Designs

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT E

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

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