

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Utilidata, Inc.		12/22/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.		
<b>Street Address:</b>	2951 28TH STREET, SUITE 1000		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2743544	UTILIDATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8013374500		
<b>Email:</b>	nwells@legendslaw.com		
<b>Correspondent Name:</b>	Nicholas D. Wells		
<b>Address Line 1:</b>	330 Main St.		
<b>Address Line 4:</b>	Kaysville, UTAH 84037		
<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells		
<b>SIGNATURE:</b>	/Nicholas Wells/		
<b>DATE SIGNED:</b>	05/19/2020		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 22, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Obsidian Agency Services, Inc., a California corporation, as agent for Lenders (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 22, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Agent, Lenders and Utilidata, Inc., ("Borrower"), Lenders have agreed to make Credit Extensions (collectively, "Loans") to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Borrower is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Credit Agreement, to induce Lenders to make the Loans to Borrower thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Borrower excluded from the definition "Collateral" under the Credit Agreement.

3. **Credit Agreement.** The security interest granted to Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any term not otherwise defined herein shall have the meaning specified in the Credit Agreement. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

4. **Termination.** Upon the payment in full of the Obligations, the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Agent shall, at Borrower's request and expense, promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

5. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

7. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** California law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Agent each submit to the exclusive jurisdiction of the State and Federal courts in San Francisco County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 10 of the Credit Agreement and

that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

**(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND AGENT AND EACH LENDER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

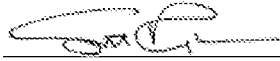
**(c) Judicial Reference.** WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of San Francisco County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in San Francisco County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Francisco County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

**(d) Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Utilidata, Inc., as Grantor

By:   
Name: Scott E. DePasquale  
Title: President & CEO

Obsidian Agency Services, Inc., as Agent


\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Utilidata, Inc., as Grantor

By: \_\_\_\_\_  
Name: Scott E. DePasquale  
Title: President & CEO

Obsidian Agency Services, Inc., as Agent

  
\_\_\_\_\_  
Name: Mark Holdsworth  
Title: Chief Executive Officer

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENTS:**

Docket No.	Alt Docket No	Country	Status	Title	Pat./Reg. No.	Grant/Registration Date	Application No	Application Date
102555-0127	UTIL-001CA	Canada	Active	ELECTRICAL POWER DISTRIBUTION CONTROL SYSTEMS AND PROCESSES	2542193	2/3/2009	254193	4/6/2006
102555-0114	UTIL-001CADV	Canada	Active	ELECTRICAL POWER DISTRIBUTION CONTROL SYSTEMS AND PROCESSES	2649838	2/25/2014	2649838	4/6/2006
102555-0126	UTIL-001US	United States of America	Active	ELECTRICAL POWER DISTRIBUTION CONTROL SYSTEMS AND PROCESSES	7069117	6/27/2006	10/117723	4/1/2002
102555-0113	UTIL-001USCP1	United States of America	Active	ELECTRICAL POWER DISTRIBUTION CONTROL SYSTEMS AND PROCESSES	7729810	6/1/2010	11/397091	4/4/2006
102555-0107	UTIL-001USCP2	United States of America	Active	ELECTRIC POWER CONTROL SYSTEM AND EFFICIENCY OPTIMIZATION PROCESS FOR A POLYPHASE SYNCHRONOUS MACHINE	8390227	3/5/2013	12/540366	8/13/2009
102555-0120	UTIL-001USCP2CN1	United States of America	Active	ELECTRIC POWER CONTROL SYSTEM AND EFFICIENCY OPTIMIZATION PROCESS FOR A POLYPHASE SYNCHRONOUS MACHINE	8618757	12/31/2013	13/784069	3/4/2013
102555-0140	UTIL-001USCN5	United States of America	Active	ELECTRIC POWER CONTROL SYSTEM AND EFFICIENCY OPTIMIZATION PROCESS FOR A POLYPHASE SYNCHRONOUS MACHINE	9,143,076	9/22/2015	14/139602	12/23/2013



102555-0108	UTIL-001USCP3	United States of America	Active	ELECTRIC POWER CONTROL SYSTEM AND PROCESS	8670876	3/11/2014	12/540364	8/13/2009
102555-0134	UTIL-001USCP3CN1	United States of America	Pending	ELECTRIC POWER CONTROL SYSTEM AND PROCESS			14/201343	3/7/2014
102555-0153	UTIL-002KR	South Korea	Pending	SYSTEM AND METHOD FOR ESTIMATING PERFORMANCE METRICS OF CONSERVATION VOLTAGE REDUCTION (CVR) SYSTEMS AND VOLT/VAR OPTIMIZATION SYSTEMS			10-2014-7027262	9/26/2014
102555-0129	UTIL-002USCN1	United States of America	Pending	SYSTEM AND METHOD FOR ESTIMATING PERFORMANCE METRICS OF CONSERVATION VOLTAGE REDUCTION (CVR) SYSTEMS AND VOLT/VAR OPTIMIZATION SYSTEMS			14/041655	9/30/2013
102555-0139	UTIL-002USCN2 (M and N)	United States of America	Active	SYSTEM AND METHOD FOR ESTIMATING PERFORMANCE METRICS OF CONSERVATION VOLTAGE REDUCTION (CVR) SYSTEMS AND VOLT/VAR OPTIMIZATION SYSTEMS	9141100	9/22/2015	14/106505	12/13/2013
102555-0130	UTIL-003USCN1 (extension of Vortex / spectral recovery)	United States of America	Active	AUGMENTED MESH DELIVERY SYSTEM	9163963	10/20/2015	14/042110	9/30/2013
102555-0131	UTIL-003USCN2 (extension of Vortex / time series convolution)	United States of America	Active	AUGMENTED MESH DELIVERY SYSTEM	9170134	10/27/2015	14/042126	9/30/2013

102555-0164	UTIL-004CA	Canada	Pending	CASCADE ADAPTIVE REGULATOR TAP MANAGER METHOD AND SYSTEM			289964	3/13/2013
102555-0163	UTIL-004EP	European Patent Office	Pending	CASCADE ADAPTIVE REGULATOR TAP MANAGER METHOD AND SYSTEM			13874741.5	3/13/2013
102555-0138	UTIL-004US	United States of America	Active	CASCADE ADAPTIVE REGULATOR TAP MANAGER METHOD AND SYSTEM	9106078	8/11/2015	14/106545	12/13/2013
102555-0161	UTIL-004USCN	United States of America	Pending	CASCADE ADAPTIVE REGULATOR TAP MANAGER METHOD AND SYSTEM			14/821213	8/7/2015
102555-0147	UTIL-005US	United States of America	Active	LINE DROP COMPENSATION METHODS AND SYSTEMS	8847570	9/30/2014	14/264973	4/29/2014
102555-0154	UTIL-005USCN	United States of America	Pending	LINE DROP COMPENSATION METHODS AND SYSTEMS			14/499640	9/29/2014
102555-0166	UTIL-006CA	Canada	Pending	METERING OPTIMAL SAMPLING			2910686	4/20/2014
102555-0149	UTIL-006PC	P.C.T.	Pending	METERING OPTIMAL SAMPLING			PCT/US2014/036184	4/30/2014
102555-0148	UTIL-006US	United States of America	Active	METERING OPTIMAL SAMPLING	'8933585	1/13/2015	14/266509	4/30/2014
102555-0157	UTIL-006USCN	United States of America	Pending	METERING OPTIMAL SAMPLING			14/593558	1/9/2015
102555-0152	UTIL-007PC	P.C.T.	Pending	SYSTEMS AND METHODS FOR ESTIMATING CONSERVATION ALLOCATION WITH PARTIAL AMI			PCT/US2014/050216	8/7/2014

102555-0151	UTIL-007US	United States of America	Pending	SYSTEMS AND METHODS FOR ESTIMATING CONSERVATION ALLOCATION WITH PARTIAL AMI			14/454561	8/7/2014
102555-0109	UTIL-008US	United States of America	Active	MESH DELIVERY SYSTEM	8676396	3/18/2014	13/369794	2/9/2012
102555-0144	UTIL-008USCN1 (part of Vortex)	United States of America	Pending	MESH DELIVERY SYSTEM			14/212561	3/14/2014
102555-0158	UTIL-009USPR (utility grid intrusion detection)	United States of America	Pending	SYSTEMS AND METHODS OF DETECTING UTILITY GRID INTRUSIONS			62/113726	2/9/2015
102555-0159	UTIL-010USPR (voltage loss estimator)	United States of America	Pending	SYSTEMS AND METHODS FOR SECONDARY VOLTAGE LOSS ESTIMATOR			62/130924	3/10/2015
102555-0165	UTIL-011USPR	United States of America	Pending	SYSTEMS AND METHODS FOR SECONDARY VOLTAGE LOSS ESTIMATOR			62/232105	9/24/2015

**TRADEMARKS:**

Foley CM No.	Appl. Ser. No.	Filing Date	Reg. No.	Reg. Date	Mark	Status	Country	Goods / Services
102555-0135	76/247339	4/27/2001	2743544	7/29/2003	UTILIDATA	Registered	United States of America	<p>Int. Cl. 9 - Electronic and electrical equipment for monitoring, collecting operating information, and controlling electricity distribution, namely, data processing controller, software, electronic memory, power monitors, test switches, electrical relays, surge suppressors, uninterruptible power supply, modem, heater element, thermostat, electrical connection terminals, support framework and electrical equipment enclosure housing therefor;</p> <p>Int. Cl. 42 - Analyzing and monitoring electric power distribution for others</p>
102555-0136	1119717	10/26/2001	TMA665659	6/6/2006	UTILIDATA	Registered	Canada	<p>Electronic and electrical equipment for monitoring, collecting operating information, and controlling electricity distribution, namely, data processing controllers, software, electronic memory, power monitors, test switches, electrical relays, surge suppressors, uninterruptible power supplies, modems, heater elements, thermostats, electrical connection terminals, support frameworks and electrical equipment enclosure housings therefor;</p> <p>Services in the nature of monitoring, collecting operating information and processing operating information for electricity distribution</p>
102555-0137	1418659	11/18/2008	TMA789600	2/3/2011	ADAPTIVOLT	Registered	Canada	Voltage regulators for electric power