

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684122

<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>
POWER STANDARD LABS, INC.		10/14/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESPRESSO CAPITAL LTD.		
<b>Street Address:</b>	300-8 KING STREET EAST		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C1B5		
<b>Entity Type:</b>	LIMITED COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6335940	POWERSIDE	
<b>Registration Number:</b>	3065871	PQUBE	
<b>Serial Number:</b>	90303744	POWER SECURITY	
<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>	2125490410		
<b>Email:</b>	shorne@reedsmith.com		
<b>Correspondent Name:</b>	LEE ANN DILLON		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	22nd floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Lee Ann Dillon		
<b>SIGNATURE:</b>	/Lee Ann Dillon/		
<b>DATE SIGNED:</b>	10/27/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AGREEMENT** dated with effect October 14, 2021 between Power Standard Labs, Inc. ("**Borrower**"), in favor of **ESPRESSO CAPITAL LTD.** ("**Espresso**").

**WHEREAS**, pursuant to the agreement between Borrower, Les Equipements Power Survey Ltee/Power Survey and Equipment Ltd. and Espresso dated October 14, 2021, as amended, modified, restated, or replaced from time to time, (the "**Loan Facility and Security Agreement**"), Espresso has agreed to provide Borrower with certain financings,

**AND WHEREAS**, Borrower as security for its obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

**Borrower, in consideration of the premises and** to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to Borrower, hereby agrees with Espresso as follows:

**1. Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement, and references to Schedule 'A' are to the attached Schedule 'A'.

**2. Grant of Security Interest in the Collateral.** Borrower, 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 mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Collateral**"):

- (a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in Schedule 'A',
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
- (c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule 'A',
- (e) all renewals and extensions of the foregoing,
- (f) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
- (g) 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.

**3. Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. Borrower hereby acknowledges and agrees the rights and remedies of Espresso with

respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.

**4. Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.

**5. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**6. Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Power Standard Labs, Inc.

DocuSigned by:  
By Mario Laflamme  
Mario Laflamme, Chief Financial Officer

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:  
By [Signature]  
Emio Lazzar, COO & CFO

**Schedule 'A'**  
**to Intellectual Property Security Agreement**

**Patents**

Patents Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Power Standards Lab. Inc.	Title: METHOD AND APPARATUS FOR PRECISION PHASOR MEASUREMENTS THROUGH A MEDIUM-VOLTAGE DISTRIBUTION TRANSFORMER	U.S. Patent No.: 10,067,167  U.S. Patent App. Ser. No.: 14/808,439	Issued: 9/4/18  Filed: 7/24/17
Same as above	Title: METHOD AND APPARATUS FOR MEASURING THE STABILITY OF AN ALTERNATING CURRENT DISTRIBUTION GRID	U.S. Patent No.: 10,139,434  U.S. Patent App. Ser. No.: 15/874,750	Issued: 11/27/18  Filed: 1/18/18
Same as above	Title: DC MONITORING SYSTEM FOR VARIABLE FREQUENCY DRIVES	U.S. Provisional Patent App. Ser. No.: 62/802,134	Filed: 2/6/19
Same as above	Title: DC MONITORING SYSTEM FOR VARIABLE FREQUENCY DRIVES	U.S. Patent App. Ser. No.: 16/593,170	Filed: 10/4/19
Same as above	Filed: 1/22/20 Title: DC MONITORING SYSTEM FOR VARIABLE FREQUENCY DRIVES	PCT Patent App. Ser. No.: PCT/US2020/014540	PCT Patent App. Ser. No.: PCT/US2020/014540
Same as above	U.S. Patent App. Ser. No.: 16/593,275 Filed: 10/4/19 Title: DC MONITORING SYSTEM FOR VARIABLE FREQUENCY DRIVES	U.S. Patent No.: 10,877,097	Issued: 12/29/20
Same as above	Title: DC MONITORING SYSTEM FOR VARIABLE FREQUENCY DRIVES	PCT Patent App. No.: PCT/US2020/014556	Filed: 1/22/20

Patents Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Same as above	Title: SYSTEM AND METHOD FOR MEASURING A PARAMETER OF AN ALTERNATING CURRENT POWER GRID WHILE MINIMIZING THE LIKELIHOOD OF LIGHTNING DAMAGE IN A MEASURING SYSTEM	U.S. Patent No.: 9,383,397	Issued: 7/5/16
Same as above	Title: METHOD AND APPARATUS FOR TRIGGERED CAPTURE OF VOLTAGE PHASE ANGLE DATA ON AN ALTERNATING POWER GRID	U.S. Patent No.: 9,581,618	Issued: 2/28/17
Same as above	Title: METHOD AND APPARATUS FOR DETECTING CYBER ATTACKS ON ALTERNATING CURRENT POWER	U.S. Patent No.: 9,621,569	Issued: 4/11/17

**Trademarks**



Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Power Standards Lab, Inc.	FICTITIOUS BUSINESS NAME: POWERSIDE		Filed: 9/17/19 Effective Date: 9/17/19  Expiration Date: 9/17/24
	Mark: POWERSIDE Classes: 9, 40, and 42	U.S. Trademark Reg. No.: 6,335,940 Reg.  U.S. Trademark App. Ser. No.: 88/613,462	Date: 4/27/21  Filed: 9/11/19
Same as above	Mark: PQUBE  Class: 9	U.S. Trademark Reg. No.: 3,065,871	Reg. Date: 3/7/06
Same as above	Mark: POWER SECURITY  Classes: 9, 40, and 42	US Trademark App. Ser. No.: 90/303,744	Filed: 11/6/20
Same as above	Mark: POWER SECURITY  Classes: 9, 40, and 42	Canadian Trademark App. No.: 2064468	Filed: 11/17/20
Same as above	Mark: POWER SECURITY  Classes: 9, 40, and 42	European Trademark App. No.: 018338953	Filed: 11/17/2020
Same as above	Mark: POWER SECURITY  Classes: 9, 40, and 42	UK Trade Mark App. No.: 3556690	Filed: 11/17/2020