

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Packetized Energy Technologies, Inc.		12/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EnergyHub, Inc.		
Street Address:	41 Flatbush Avenue, Suite 400A		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88013607	PACKETIZED ENERGY	
Serial Number:	88013624	MELLO	
Serial Number:	88717466	NIMBLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	16175425070		
Email:	rsmith@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	43821-0001002		
NAME OF SUBMITTER:	Ryan Thomas		
SIGNATURE:	/Ryan Thomas/		
DATE SIGNED:	03/25/2022		
Total Attachments: 7			
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TRADEMARK

REEL: 007671 FRAME: 0784

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”) is entered into and made effective as of December 16, 2021, by and between Packetized Energy Technologies, Inc., a Delaware corporation (“*Assignor*”), and EnergyHub, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “*Purchase Agreement*”), by and among Assignor, Assignee and the other parties signatory thereto, Assignor has granted, conveyed, sold, assigned, transferred and delivered to Assignee, and Assignee has purchased and acquired from Assignor, all of Assignor’s right, title, and interest in and to the Seller Intellectual Property, including the trademarks listed on Schedule A (the “*Trademarks*”) and the domain names listed on Schedule B (the “*Domain Names*”), and has agreed to execute and deliver this Assignment;

WHEREAS, Assignee and Assignor are hereby further documenting and effecting such transfer and assignment of all right, title, and interest of Assignor throughout the world in and to the Trademarks, the Domain Names and the other Seller Intellectual Property, and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignors hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, accepts, acquires and takes assignment and delivery of, all of Assignor’s right, title and interest in and to all Seller Intellectual Property (including any common law rights that may exist and are associated therewith), including each of the Trademarks and the Domain Names, together with all renewals of any of the foregoing, all priority rights that are or may be predicated upon or arise from any of the foregoing, all goodwill associated with and symbolized by any of the foregoing and all income, royalties, damages or payments due on or after the date hereof, including all claims and rights to sue for damages or payments for past, present and future infringement, dilution, misappropriation, unauthorized use or other violation of the Seller Intellectual Property and to collect and retain same for Assignee’s sole use and enjoyment. Assignee is to hold all right, title, and interest in and to the Seller Intellectual Property as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made.

2. Recording. Assignor hereby authorizes and requests Assignee to cause Assignee to be recorded as the assignee or transferee of the Seller Intellectual Property and further hereby

authorizes the Commissioner of the United States Patent and Trademark Office and the officials of any other applicable Governmental Entity (whether or not corresponding to the foregoing) in any applicable jurisdiction to record and register this Assignment upon request by Assignee.

3. Transfer of Domain Names. Assignor shall release and transfer possession and control of the Domain Names to the Assignee by initiating the transfer with the current registrar of each Domain Name and performing, following or cooperating with Assignee on all procedures and actions specified by each registrar. Assignor hereby authorizes each such registrar to transfer the ownership and control of the Domains to the Assignee.

4. Further Actions. Upon Assignee's reasonable request, Assignor shall, without any further consideration therefor, take all such steps and actions, and provide all such cooperation and assistance, as may be necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Assignee or any assignee or successor thereto, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other instruments. Assignor further agrees to promptly deliver to Assignee or its legal counsel any additional documents or tangible things that Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Seller Intellectual Property.

5. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

7. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf", or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided that neither this Assignment nor any of the rights, interests or obligations hereunder may be assigned by Assignor without the prior written consent of Assignee.

9. Construction. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment. As used in this Agreement, the term "including" shall be deemed to mean "including without limitation."

10. Amendments; Waivers. This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee. For the purposes of this Assignment, no course of dealing between any of the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder shall operate as a waiver of the rights hereof. No provision hereof may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision.

11. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision (or part thereof) of this Assignment shall be deemed prohibited or invalid under such applicable law, such provision (or part thereof) shall be ineffective only to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Assignment.

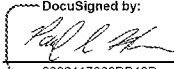
12. Specific Performance. Each party acknowledges that the other party would be damaged irreparably and would have no adequate remedy of law if any provision of this Assignment is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each party agrees that the other party will be entitled to an injunction to prevent any breach of any provision of this Assignment and to enforce specifically any provision of this Assignment, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNOR:

PACKETIZED ENERGY TECHNOLOGIES, INC.

By: 
2908417066DB40D
Name: Paul Hines
Title: President

ASSIGNEE:

ENERGYHUB, INC.

By: _____
Name: Seth Frader-Thompson
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

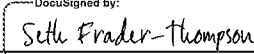
TRADEMARK
REEL: 007671 FRAME: 0788

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNOR: PACKETIZED ENERGY TECHNOLOGIES, INC.

By: _____
Name: Paul Hines
Title: President

ASSIGNEE: ENERGYHUB, INC.

By:  _____
Name: Seth Frader-Thompson
Title: President

Schedule A

Trademarks

Mark	Country	Applic. No.	Filing Date	Reg. No.	Reg. Date
PACKETIZED ENERGY	United States	88/013,607	06/25/2018	5,695,536	03/12/2019
MELLO	United States	88/013,624	06/25/2018	5,674,917	02/12/2019
NIMBLE	European Union	018248149	06/03/2020	018248149	10/14/2020
NIMBLE	United Kingdom	018248149	06/03/2020	018248149	10/14/2020
NIMBLE	United States	88/717,466	12/06/2019	6,100,033	07/14/2020

Schedule B

Domain Names

packetizedenergy.com