

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NLYTE SOFTWARE LIMITED		04/27/2022	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	AUTOMATED LOGIC CORPORATION		
Street Address:	1150 Roberts Blvd		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4144393	ASSET INTELLIGENCE	
Registration Number:	6274842	FIELDVIEW	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<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>			
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	CANTOR COLBURN LLP		
Address Line 1:	20 CHURCH STREET		
Address Line 2:	FLOOR 22		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	UT11689AUS		
NAME OF SUBMITTER:	Nancy Kennedy		
SIGNATURE:	/Nancy Kennedy/		
DATE SIGNED:	07/18/2023		
Total Attachments: 9			
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DATED

APRIL 25, 2022

NLYTE SOFTWARE LIMITED (1)

and

AUTOMATED LOGIC CORPORATION (2)

**CONFIRMATORY
INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

EdwinCoe LLP



2 Stone Buildings
Lincoln's Inn
London
WC2A 3TH

Draft: 2
Date:
Matter Ref: CAR.3732.27
Doc Ref: 11653791v.3

**TRADEMARK
REEL: 008135 FRAME: 0912**

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THIS DEED IS DATED APRIL 27, 2022

PARTIES

- (1) **NLYTE SOFTWARE LIMITED**, a corporation incorporated and registered in England and Wales with company number 04805444 whose registered office is at Ciat / Toshiba Carrier UK Ltd Porsham Close, Roborough, Plymouth, England, PL6 7DB (the “**Assignor**”); and
- (2) **AUTOMATED LOGIC CORPORATION**, a corporation duly organised and existing under the laws of the State of Georgia, USA having a registered office at 1150 Roberts Blvd Kennesaw, Georgia 30144, United States of America (the “**Assignee**”).

BACKGROUND

- (A) The Assignor owns the Assigned Rights (as defined below).
- (B) Pursuant to the terms contained in the Main Agreement (as defined below) the Parties have agreed to enter into this deed concerning the confirmatory assignment of the Assigned Rights from the Assignor to the Assignee.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

“**Assigned Rights**” means the Patents, Trade Marks and all the Intellectual Property Rights owned by the Assignor.

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement.

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names, trade names, domain names, rights in get-up and trade dress, goodwill (including customer base) and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Main Agreement**” means the intellectual property assignment agreement dated April 25, 2022 between the Assignor and Assignee.

“**Patents**” means the patents, short particulars of which are set out in Schedule 1.

“**Trade Marks**” means the trade marks, short particulars of which are set out in Schedule 2.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, the Assignor has agreed to enter into this confirmatory assignment agreement and hereby assigns to the Assignee absolutely with full title guarantee free from all Encumbrances all its right, title and interest in and to the Assigned Rights, including:
 - (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
 - (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
 - (c) the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this Agreement.

3. FURTHER ASSURANCE

At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6. SEVERANCE

- 6.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 6.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 6.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

7. COUNTERPARTS

- 7.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 7.2 Transmission of the executed signature page of a counterpart of this Agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.
- 7.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

8. THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

9. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

PATENTS

Client	Applicant(s)	Short Title	Country	Filing Date	Application No.	Grant Date	Grant No.	Status	Expiry
Nlyte Software Limited	Nlyte Software Limited	Data Center Management	USA	06/04/2014	10/918 959	27/07/2019	7 765 288	granted	06/01/2029

SCHEDULE 2
TRADE MARKS

Applicant	Mark	Country	Class(es)	Filing Date	Application No.	Regn Date	Regn No.	Renewal Due	Status
Nyte Software Limited	ASSET INTELLIGENCE	United States of America	Class 42	25/02/2011	85248887	15/05/2012	4144363	15/05/2022	registered
Nyte Software Limited	FieldView	United Kingdom	Classes 9, 35 and 42	04/04/2018	3157828	02/08/2018	3127923	04/04/2028	registered
Nyte Software Limited	FieldView	United States of America	Classes 9, 35 and 42	24/08/2018	87148145	23/02/2021	8274842	23/02/2027	registered
Nyte Software Limited	GOCM	European Union	Classes 9, 35, 38 and 42	21/09/2007	8325478	27/11/2008	8325478	21/09/2027	registered
Nyte Software Limited	GOCM	United Kingdom	Classes 9, 35, 38 and 42	23/03/2007	2485543	14/03/2008	2485543	23/03/2027	registered
Nyte Software Limited	GOCM	United Kingdom - Clone	Classes 9, 35, 38 and 42	21/09/2007	50958325478	27/11/2008	50958325478	21/09/2027	registered
Nyte Software Limited	NEC	Canada	Classes 9, 35 and 42	26/11/2018	1933280				pending
Nyte Software Limited	NEC	China - International	Classes 35 and 42	04/03/2017	1388179				pending
Nyte Software Limited	NEC	India - International	Classes 9, 35 and 42	04/03/2017	1388179	04/03/2017	1388179	N/A	registered
Nyte Software Limited	NEC	Madrid Protocol	Classes 9, 35 and 42	04/03/2017	1388179	04/03/2017	1388179	04/03/2027	registered
Nyte Software Limited	NEC	United Kingdom	Classes 9, 35 and 42	23/08/2018	3191875	02/08/2017	3181875	23/08/2028	registered
Nyte Software Limited	NEC (NYTE ENERGY OPTIMIZER)	China	Class 35	08/10/2019	38701838	21/09/2020	38701838	21/09/2030	registered
Nyte Software Limited	NEC (Nyte Energy Optimizer)	Canada	Classes 9, 35 and 42	26/11/2018	1933291				pending
Nyte Software Limited	NEC (Nyte Energy Optimizer)	European Union	Classes 9, 35 and 42	15/08/2018	17918715	08/01/2019	17918715	15/08/2028	registered
Nyte Software Limited	NEC (Nyte Energy Optimizer)	United Kingdom	Classes 9, 35 and 42	22/08/2018	3181818	02/08/2017	3181818	22/08/2028	registered
Nyte Software Limited	NEC (Nyte Energy Optimizer)	United Kingdom - Clone	Classes 9, 35 and 42	15/08/2018	50017918715	08/01/2019	50017918715	15/08/2028	registered
Nyte Software Limited	NYTE	Australia - International	Classes 9, 35 and 42	15/08/2010	845828	10/08/2010	845828	N/A	registered
Nyte Software Limited	NYTE	Brazil	Class 42	12/08/2010	832708803	28/08/2013	832708803	28/08/2023	registered
Nyte Software Limited	NYTE	Canada	Classes 9, 35 and 42	08/10/2010	1408786	30/05/2012	825122	30/05/2027	registered
Nyte Software Limited	NYTE	China - International	Classes 9, 35 and 42	23/08/2010	845828	02/08/2010	845828	N/A	registered
Nyte Software Limited	NYTE	European Union	Classes 9, 35, 38 and 42	21/09/2007	8325153	08/10/2008	8325153	21/09/2027	registered
Nyte Software Limited	NYTE	India	Classes 9, 35 and 42	23/08/2010	1874787	04/08/2016	1874787	03/08/2026	registered
Nyte Software Limited	NYTE	Japan - International	Class 35	02/08/2010	845828	02/08/2010	845828	N/A	registered
Nyte Software Limited	NYTE	Madrid Protocol	Classes 9, 35 and 42	24/08/2007	845828	24/08/2007	845828	24/08/2027	registered
Nyte Software Limited	NYTE	Russian Federation - International	Classes 9, 35 and 42	01/09/2013	845828	24/08/2007	845828	N/A	registered

Allyre Software Limited	NLYTE	United Kingdom - Class	Classes 9, 35, 36 and 42	21/09/2007	00000000100	09/10/2008	00000000100	21/09/2007	registered
Allyre Software Limited	NLYTE	United States - International	Classes 9, 35 and 42	04/09/2007	040000	07/07/2008	040000	07/07/2008	registered
Allyre Software Limited	NLYTE (Series of 2)	United Kingdom	Classes 9, 35, 36 and 42	23/03/2007	0400040	25/12/2007	0400040	23/03/2007	registered

**EXECUTED as a DEED by
NLYTE SOFTWARE LIMITED**
acting by Neil Gregor Macgregor (one of its
directors) in the presence of:

)
)
) **DocuSigned by:**
) *Gregor Macgregor*
) 9B45F5F10EA74D8...

Director

Witness signature.... **DocuSigned by:**
Deborah Short
..... 5552A1B947264CB...

Name Deborah Ann Short

Address 1st Floor, Ash House, Littleton Road,
Ashford, Middlesex TW15 1TZ U.K.

Occupation Finance Assistant

**EXECUTED as a DEED by
AUTOMATED LOGIC CORPORATION**
acting by Walter Jay Hunston (one of its
directors) in the presence of:

)
)
) **DocuSigned by:**
) *W. Jay Hunston III*
) 930F9716587D4EC...

Director

Witness signature.... **DocuSigned by:**
Eniko McDonald
..... 3C38E88415B54C0...

Name Eniko McDonald

Address 5900 Northwoods Business Parkway,
Suite B, Charlotte, North
Carolina 28269 U.S.A.

Occupation Sr. Paralegal