

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mr Gilbert J. Masters</td> <td>10/18/2012</td> </tr> <tr> <td>Mr. Marcos B. Pernia</td> <td>10/18/2012</td> </tr> </tbody> </table>		Name	Execution Date	Mr Gilbert J. Masters	10/18/2012	Mr. Marcos B. Pernia	10/18/2012				
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Mr. Marcos B. Pernia	10/18/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Enmetric Systems, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>617 Mountain View Avenue</td> </tr> <tr> <td>City:</td> <td>Belmont</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94002</td> </tr> </table>		Name:	Enmetric Systems, Inc.	Street Address:	617 Mountain View Avenue	City:	Belmont	State/Country:	CALIFORNIA	Postal Code:	94002
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12567721</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12567721						
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CORRESPONDENCE DATA											
<p>Fax Number:</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650-787-7388</p> <p>Email: Jake.masters@enmetric.com</p> <p>Correspondent Name: Jake MASTERS</p> <p>Address Line 1: 617 Mountain View Avenue</p> <p>Address Line 4: Belmont, CALIFORNIA 94002</p>											
ATTORNEY DOCKET NUMBER:	MARC-102CIP										
NAME OF SUBMITTER:	Sherman D. PERNIA										
<p>Total Attachments: 9</p> <p>source=assignMARC-102cip#page1.tif</p> <p>source=assignMARC-102cip#page2.tif</p> <p>source=assignMARC-102cip#page3.tif</p> <p>source=assignMARC-102cip#page4.tif</p>											

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PARTIES

This AGREEMENT is entered into by and between **Gilbert J. Masters**, a resident of the State of California having an address at: 925 Holly Road, Belmont, CA 94002, and **Marcos B. Pernia**, a resident of the State of California having an address at: 1725 Lake Street, San Mateo, CA 94403 (jointly "ASSIGNORS"),

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Enmetric Systems, Inc., a corporation licensed to do business in the State of California and having an office at: 617 Mountain View Avenue, Suite 5, Belmont, CA 94002 ("ASSIGNEE").

WITNESSETH

WHEREAS, ASSIGNORS are inventors and owners of certain new and useful inventions relating to: *smart electrical wire-devices and premises power management systems* for which one or more United States and International/PCT patent applications have been or may be filed; and

WHEREAS, ASSIGNORS in consideration of the covenants set forth herein and certain other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign and convey unto ASSIGNEE, its successors and assigns, all right, title, and interest of ASSIGNORS individually and jointly in and to the Invention, including any application for patent and any and all Letters Patent which may be granted therefor as well as any and all divisionals, reissues, continuations, and extensions thereof for the United States and its territorial possessions and any and all foreign countries, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS, had this Assignment not been made.

NOW, THEREFORE, in view of the above mentioned consideration and of the following mutual covenants, terms and conditions, and with the intent to be legally bound thereby, the Parties hereto agree as follows:

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I. DEFINITIONS

1.1 *Invention and/or Patent* shall mean certain new and useful inventions and/or technologies relating to the *system comprising devices and methods useful for monitoring and managing electrical energy usage*, and specifically including any United States, national, regional and international patent applications now filed or to be filed on the same subject matter and having continuity of inventorship, as exemplified by and including:

US Provisional application s/n 61/084,539 filed 14 July 2008; US Utility application s/n 12/567,721, filed: 25 September 2009; and derivative thereof.

1.2 *Products* shall mean the embodiment of any claim described and claimed in any valid claim of the Patent(s) and/or applications(s) in Subsection 1.1.

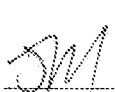
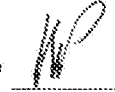
1.3 *Know-How* shall mean without limitation, all technical information, trade secrets, identities of customers, studies, plans, drawings, blueprints and specifications, production methods, processes, formulae and techniques for practicing the Invention and all other related knowledge, information and techniques necessary for the utilization of the Invention or the use, manufacture or service of the Products, developed under the terms of this AGREEMENT.

II. ASSIGNMENT

2.1 ASSIGNORS do hereby sell, assign, and convey unto ASSIGNEE, its successors and assigns, all right, title, and interest of ASSIGNORS in and to the Invention, the related applications for patent and any and all Letters Patent which may be granted therefor as well as any and all divisionals, reissues, continuations, and extensions thereof for the United States and any and all foreign countries, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment not been made, including the rights: (i) to make, have made for ASSIGNEE, use, sell and service all of any portion of the Invention described and claimed; and (ii) to apply, exploit and otherwise utilize all or any portion of the Know-How contained therein.

III. IMPROVEMENTS AFTER EXECUTION OF THIS AGREEMENT

3.1 Any improvement, development or invention developed by ASSIGNORS after the date of this AGREEMENT and which directly relates to the Invention, Product or Know-

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How of this AGREEMENT shall be fully disclosed to the ASSIGNEE as soon as reasonably possible. Any such directly related improvement, development or invention automatically shall be subject to the terms and covenants of this AGREEMENT as if it had originally been described herein for the consideration of the royalty payment set forth herein. The ASSIGNORS, its heirs and assigns do agree upon request by ASSIGNEE to: (i) sign and have notarized all lawfully requested documents, including but not limited to, patent applications and assignments; (ii) testify in legal proceedings and depositions; and (iii) generally do everything reasonably necessary and desirable to assist the ASSIGNEE to obtain, perfect, record and enforce all of the rights in the after developed improvements.

3.2 Upon written notice by ASSIGNORS individually or jointly of an improvement to which ASSIGNEE intends to exert its rights under this AGREEMENT, ASSIGNEE shall have ninety (90) days from the date of notice to evaluate the disclosure and notify ASSIGNORS of its intent, else all rights to the disclosed improvement revert to the ASSIGNORS, individually or jointly as set forth in Section 5.

IV. CONFIDENTIALITY

4.1 All proprietary Know-How currently existing or hereafter developed by either Party to this AGREEMENT shall be treated by both Parties as confidential. No Party shall make use of such proprietary Know-How except in accordance with the terms of this AGREEMENT. Upon the written request of one Party to this AGREEMENT, the other Party shall cause any other recipient of such proprietary Know-How to execute any reasonable nondisclosure agreement.

4.2 The confidentiality requirement stated in Subsection 4.1 of this Section shall terminate as to the specifically disclosed information if: (i) the proprietary information falls into the public domain without a breach of any confidential relationship with the originator of said information; (ii) the Party receiving such proprietary information can establish that it already possessed such information prior to having received it from the disclosing Party; or (iii) upon the disclosure of the information in any issued patent or the publication of any patent application covered hereunder.

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V. PATENT APPLICATIONS



5.1 During the term of this AGREEMENT unless terminated under Sections 9.2 and 9.3, ASSIGNEE shall have the right of first refusal to apply for any Letters Patent throughout the world on Technology and derivative Inventions at ASSIGNEE's expense. ASSIGNORS agrees to do all things reasonably necessary to assist ASSIGNEE in preparing, filing and prosecuting any such applications for Letters Patent, and ASSIGNEE agrees to reasonably compensate ASSIGNORS for doing such things.

5.2 If ASSIGNORS notifies ASSIGNEE in writing of any improvement, development of an invention directly relating to the Patent, ASSIGNEE shall have ninety (90) days after the notification to agree in writing with ASSIGNORS to timely file and prosecute any application for Letters patent thereon. If ASSIGNEE fails to agree in writing within ninety (90) days after notice by an ASSIGNORS to timely file a patent application, or if ASSIGNEE fails to file a US or PCT application on the improvement within ninety (90) days of the notice, or if ASSIGNEE gives prior written notice to ASSIGNORS that it will not file such application, ASSIGNORS may file an application in such country or countries at ASSIGNORS's expense, and ASSIGNORS shall obtain all right, title and interest in and to the application and any patent issuing therefrom.

5.3 ASSIGNEE shall bear the cost of prosecuting any presently pending and future applications for Letters Patent covered under this AGREEMENT. Additionally, if ASSIGNEE fails to timely prosecute any patent application or takes any other action or makes an omission that causes a patent application or issued patent covered here under to go abandoned, all rights to such patent application or issued patent shall revert in its entirety to the ASSIGNORS. Further, ASSIGNEE will take no action to expressly abandon a patent or a patent application covered hereunder without prior written notice to ASSIGNORS.

VI. INFRINGEMENT

6.1 *Infringement of the Patent by Others.* Each Party shall promptly advise the other in writing of any infringement of the Patent claims or any other rights granted under this AGREEMENT, or any unauthorized use or disclosure of the Know-How, of which it becomes

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aware. ASSIGNEE shall have the sole right in its sole discretion to institute, prosecute, and settle, at its own expense, all suits or proceedings for such infringements of the Patent or other rights, or such unauthorized use or disclosure of the Know-How. In such event, all recoveries obtained by judgment or compromise by ASSIGNEE shall accrue to ASSIGNEE.

6.2 *Alleged Infringement of the Patents of Others.* Each Party shall promptly advise the other in writing of any claim of infringement of any patent or other rights asserted against such Party by any third person arising out of the exercise of any rights granted under this AGREEMENT. ASSIGNEE shall indemnify and defend ASSIGNORS against any claims based upon any improvements, developments or inventions made by ASSIGNEE since the date of this AGREEMENT and disclosed to Assignee as required herein. ASSIGNEE, if a party to a suit under this section, shall defend both Parties to this AGREEMENT at ASSIGNEE's expense. All other claims shall be individually defended by ASSIGNORS and ASSIGNEE. The Parties, however, shall provide all reasonable assistance to each other in defending against any claim of patent infringement.

VII. REPRESENTATION AND WARRANTIES

7.1 *Authority.* ASSIGNORS warrant it has full power and authority to execute, deliver and perform this AGREEMENT, and that the provisions of this AGREEMENT do not conflict with any other agreements, instruments, laws or rules to which ASSIGNORS individually or jointly with others is a party or are bound, and that the Invention and any patent applications are free and clear of all liens, encumbrances, and claims by any other third party.

7.2 *Non-infringement.* No claim has been asserted by any person or entity: (i) that the manufacture, use, sale or service of any Products infringes any patent claim of any other person or entity, or (ii) that challenges or questions of the validity of the Invention or ASSIGNORS's right to use and title to the Invention and the Know-How. Further, to ASSIGNORS's knowledge, the manufacture, use, sale and service of the Products, and the utilization and exploitation of the Invention do not infringe in any fashion the rights of any other person or entity.

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VIII. TERMINATION

8.1 *Term.* The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT and shall continue for so long as a patent application covered under this Agreement and any modifications, extension, or reissue thereof is pending and under prosecution, unless sooner terminated by ASSIGNORS pursuant to Subsection 9.2 of this Section.



8.2 *Termination by ASSIGNORS.* ASSIGNORS shall have the right to terminate this AGREEMENT only upon the occurrence of any of the following events:

- (A) ASSIGNEE fails substantially to perform any covenant or obligations under this AGREEMENT and such failure continues for thirty (30) days after written notice from ASSIGNORS specifying the nature of such failure; or
- (B) ASSIGNEE defaults by filing for protection under Chapter 7 or 11 of the US Bankruptcy Code, by declaring or being adjudged to be insolvent, or if a receiver is appointed to liquidate all of ASSIGNEE's assets.

8.3 *Effect of Termination.* Upon termination of this AGREEMENT pursuant to this Section, Ownership of the Invention(s) and/or Patent(s) shall revert to ASSIGNORS. Further, ASSIGNEE shall return to ASSIGNORS for any termination of this AGREEMENT, all of the ASSIGNORS's Know-How, and all documents and materials containing or embodying such Know-How (including all manufacturing instructions and sources for components and materials). After termination of this AGREEMENT, pursuant to Subsection 9.2 of this Section, ASSIGNEE may continue to sell for a reasonable time period the amount of any finished Products in inventory at the time of termination. Upon the termination of this AGREEMENT pursuant to this Section, all rights and obligations with respect to the confidentiality of the Know-How shall survive any term or termination of this AGREEMENT and shall continue pursuant to Section 5.

IX. NON-COMPETITION AGREEMENT

9.1 While ASSIGNORS is in the employ of ASSIGNEE and for a period of one (1) year thereafter, ASSIGNORS agrees not to engage in any business for the manufacture or sale of any Product or license which embody claims to any patent or patent application covered under

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this AGREEMENT. For the purposes of this AGREEMENT, ASSIGNORS shall be deemed to be engaged in a business if the business is conducted: (i) by a partnership or joint venture of which ASSIGNORS is a partner or joint member; (ii) by a corporation or association for which ASSIGNORS is either a member, a five (5) percent or greater shareholder, a director or officer; (iii) by a business of any nature of which ASSIGNORS is either a sole or part-owner, or for which ASSIGNORS is an agent or consultant; or (iv) by any entity which ASSIGNORS is, directly or indirectly associated or affiliated with, related to, working for, financing, assisting or controlling. Parties hereby agree that the provisions of this Section are severable, and in the event that the above-referenced covenants are ruled invalid as to any portion of a time period or any portion of a territory, such covenants shall nevertheless be enforceable as to the balance of such time period or territory.

X. INDEMNIFICATION

10.1 Subject to Section 7, a Party hereto agrees to indemnify, defend and hold the other Party harmless from and against any claim, demand, action, penalty, suit or liability, including but not limited to reasonable attorney's fees and costs, which the other party may hereinafter incur and be obligated to pay arising from the breach of or default under any term, warranty, representation or provision of this AGREEMENT by the Party.


XI. MISCELLANEOUS PROVISIONS

11.1 *Notices.* Unless otherwise expressly provided herein, any payment, notice or other communication required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to be given upon actual receipt when personally delivered, or upon postmarking of a certified mailing and return of a signed receipt therefor. All such notices, communications, statements, and payments shall be addressed to the Parties, respectively, as follows:

TO: Gilbert J. Masters at: 925 Holly Road, Belmont, CA 94002

Marcos B. Pernia at: 1725 Lake St., San Mateo, CA 94403

TO: EnMetric Systems, Inc at: 617 Mt View Ave., # 5, Belmont, CA 94002

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These addresses to which notices or other communications are to be mailed shall suffice unless changed in writing by the respective party.

11.2 *Attorneys' Fees.* In the event of any dispute under this AGREEMENT between the parties (whether or not any arbitration or other proceeding is filed), each party shall pay its own costs, expenses, and attorney's fees incurred in connection with the dispute.

11.3 *Relationship of the Parties.* In executing this AGREEMENT, the parties do not intend to create a partnership, joint venture or any other form of business association or entity, nor enter into a relationship of employment, agency or any other relationship, other than one of an ASSIGNORS and ASSIGNEE.

11.4 *Waiver.* No waiver of any provision or breach of this AGREEMENT will be deemed a waiver of any other provisions, whether similar or dissimilar, or a waiver of any earlier or subsequent breaches of any provisions.



11.5 *Successors.* This AGREEMENT binds and inures to the benefit of the Parties, their legal representatives, successors and assigns.

11.6 *Captions.* Section captions are for convenience only, and do not express, limit or expand any provisions or intent of this AGREEMENT.

11.7 *Assignment/License.* ASSIGNEE shall have the right to assign or license this AGREEMENT, in total or any part thereof or rights and obligations granted and imposed by this AGREEMENT with notice to ASSIGNORS, at any time.

11.8 *Force Majeure.* Neither ASSIGNORS nor ASSIGNEE shall be liable for any delay in, or failure of, performance of any non-monetary obligation hereunder, where such delay or failure is caused by labor troubles, strikes, lockouts, wars, riots, insurrection, civil commotion, failure of supplies from ordinary sources, fire, flood, storm, accident, any act of God, or any other cause beyond the control of such party, nor shall such delay or failure constitute a breach of this AGREEMENT; provided, however, that the parties shall use due diligence to remove any such cause and to resume performance pursuant to the terms of this AGREEMENT as soon as feasible.

11.9 *Entire Agreement.* This AGREEMENT constitutes the entire AGREEMENT between the Parties pertaining to its subject matter, and supersedes all prior and

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contemporaneous agreements, representations, and understandings of the parties. No modification or amendment of this AGREEMENT shall be binding unless executed in writing by both Parties.

11.10 *Severability.* If, in any judicial proceeding, a court of competent jurisdiction shall refuse to enforce any of the provisions of this AGREEMENT, any unenforceable provision shall be deemed eliminated from the AGREEMENT for the purpose of such proceeding, and the remainder of all terms and conditions of the AGREEMENT shall remain in full force and effect.

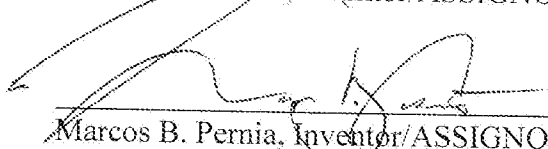
11.10 *Governing Law.* This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and Parties agree that San Mateo County, California is a proper venue for any cause of action arising under this AGREEMENT.

IN WITNESS WHEREOF, the ASSIGNORS have executed this AGREEMENT as of the date set forth below.

ATTESTED:


Gilbert J. Masters, Inventor/ASSIGNOR

10/18/2012
Date


Marcos B. Pernia, Inventor/ASSIGNOR

10.18.2012
Date

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RECORDED: 10/18/2012

REEL: 029155 FRAME: 0011