

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Serious Energy, Inc.	12/14/2012
RECEIVING PARTY DATA	
Name:	Trane U.S. Inc.
Street Address:	One Centennial Avenue
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08855
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12372733
Application Number:	12805562
Application Number:	13065297
CORRESPONDENCE DATA	
Fax Number:	6124553801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612.455.3800
Email:	lhammel@hsml.com
Correspondent Name:	Hamre, Schumann, Mueller & Larson
Address Line 1:	P.O. Box 2902
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	20471.0002US01
NAME OF SUBMITTER:	Bryan A. Wong
Signature:	/Bryan A. Wong/
Date:	05/08/2013

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Total Attachments: 5

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Intellectual Property Assignment

This Assignment comprises Exhibit A of the ASSET PURCHASE AGREEMENT, dated as of December 14, 2012, between Trane U.S. Inc., a Delaware corporation ("*Buyer*"), and Serious Energy, Inc., a Delaware corporation ("*Seller*"). The definitions, terms and conditions thereof are incorporated herein.

RECITALS

WHEREAS, Seller desires to assign to Buyer, and Buyer desires to receive from Seller, certain Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Seller hereby sells, assigns, transfers, conveys and delivers, and the Buyer hereby purchases, acquires and accepts from the Seller, all of the right, title and interest of the Seller, in, to and under all of Seller's right, title and interest in and to all Intellectual Property (as defined in Section 3.11 of the ASSET PURCHASE AGREEMENT) used in the conduct of the Business, throughout the world on an irrevocable basis, free from any liens or encumbrances, including without limitation (a) all of Seller's right, title and interest in and to the names Serious Energy Manager, Building Optimization System or Valence and any derivative thereof, (b) all copyrights encompassing Seller's computer software, source codes, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, used in or related to the Serious Energy Manager or Agilewaves software, and (c) including as listed in attached Exhibit A.1 Patents, Exhibit A.2 Trademarks, Exhibit A.3 Agilewaves IP info, and Exhibit A.4 Serious Energy Manager IP Description.

Seller hereby undertakes to promptly execute and provide, and to procure its employees, consultants, contractors and subcontractors to execute and provide, any and all documents necessary to effectuate such conveyance, transfer, assignment, and delivery to Buyer (or its designee) and to provide Buyer (or its designee) with all other information necessary to enable Buyer (or its designee) to exercise the rights granted to Buyer (or its designee) hereunder and all cooperation necessary to apply for registration, register, obtain, or otherwise establish or defend the proprietary rights of Buyer (or its designee) in and in connection with any and all Assets or Intellectual Property, including but not limited to completing and signing any necessary documents.

If, by operation of law, Seller is unable to assign and/or transfer the rights, titles and interests mentioned in this Assignment herein or such assignment and/or transfer is not approved or registered (as applicable) by a government authority, Seller grants and shall procure its employees, consultants, contractors and subcontractors to grant to Buyer and its successors and assigns to grant, an exclusive, irrevocable, perpetual, worldwide and royalty-free license to reproduce, develop, create, alter, fix, modify, improve, enhance, adapt, translate, create derivative works from manufacture, market, introduce into circulation, publish, distribute, sell, license, sublicense, assign, transfer, transmit, and use the Assets and Intellectual Property, all modified and derivative Assets and Intellectual Property thereof, all portions thereof in any form, and intellectual and industrial property rights embodied therein.

Seller shall promptly notify Buyer of: (a) any claims or objections that Seller's use of the Intellectual Property or Confidential Information with respect to the Assets may or

will infringe the copyrights, patents, trademarks or other proprietary rights of any other person; and (b) of any and all infringements, imitations, illegal use, or misuse, by any person, of the Intellectual Property rights that come to Seller's attention; provided, however, that Seller shall take no legal action relating to the protection of any rights in the Intellectual Property without the prior written approval of Buyer; and provided further that Seller shall render Buyer, at Buyer's expense, all reasonable assistance in connection with any matter pertaining to the protection or prosecution of rights in the Intellectual Property, whether in the courts, administrative agencies, or otherwise.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment, or have caused this Assignment to be duly executed on their respective behalf by their respective officers thereunto duly authorized as of the day and year first above written.

TRANE U.S. INC.

By: *M. Kathleen Padfield*
Name: *M. Kathleen Padfield*
Title: *Assistant Secretary*

SERIOUS ENERGY, INC.

By: _____
Name:
Title:

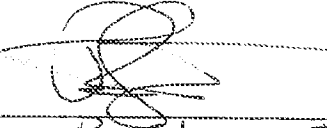
[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, or have caused this Assignment to be duly executed on their respective behalf by their respective officers thereunto duly authorized as of the day and year first above written.

TRANE U.S. INC.

By: _____
Name:
Title:

SERIOUS ENERGY, INC.

By:  _____
Name: Russ Lampert
Title: CFO

[Signature Page to Intellectual Property Assignment]

EXHIBIT A.1

PATENTS

U.S. Patent Application Serial No. 12/372,733

EFFECTIVE STORAGE OF DATA ALLOWING FOR MULTIPLE LEVEL GRANULARITY
RETRIEVAL

By: Darrell ANDERSON et al.

Filing Date: 2/17/2009

U.S. Patent Application Serial No. 12/805,562

BUILDING ENERGY MANAGEMENT METHOD AND SYSTEM

By: Alberto Fonts et al.

Filing Date: 8/5/2010

INTENSITY TRANSFORM SYSTEMS AND METHODS

By: Frank Altamura et al

US Patent Application 20120240072

Pending application for intensity transform systems and methods