502912831 07/29/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2959429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KARL A. SIMMONS	07/03/2014

RECEIVING PARTY DATA

Name:	GRIDSPEAK CORPORATION
Street Address:	555 12TH STREET
Internal Address:	SUITE 2040
City:	OAKLAND
State/Country:	CALIFORNIA
Postal Code:	94607

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14272413

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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.

Phone: 650/4939300

Email: lvosburgh@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	39213-702.301	
NAME OF SUBMITTER:	LYDIA C. VOSBURGH	
SIGNATURE:	/lydia c. vosburgh/	
DATE SIGNED:	07/29/2014	

Total Attachments: 1

source=39213-702-301-Assignment#page1.tif

PATENT 502912831 REEL: 033415 FRAME: 0891

PATENT ASSIGNMENT

Docket Number 39213-702.301

WHEREAS, the undersigned:

 SIMMONS, Karl A. Oakland, CA

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR AUTOMATED ELECTRICITY DELIVERY MANAGEMENT FOR OUT-OF-CONTROL-AREA RESOURCES

WHEREAS, <u>GridSpeak Corporation</u>, a corporation of the State of <u>Delaware</u>, having a place of business at 555 12th <u>Street</u>, <u>Suite 2040</u>, <u>Oakland</u>, <u>CA 94067</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property. The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inner to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Dara: 49-42, 2014

RECORDED: 07/29/2014

Karl A Summers

6437401_1 doc

PATENT REEL: 033415 FRAME: 0892