

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3216856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NO. 11 TO ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ENFUSE SYSTEMS, INC.	03/28/2013
RECEIVING PARTY DATA	
Name:	INSCOPE ENERGY, LLC
Street Address:	12018 SUNRISE VALLEY DRIVE
Internal Address:	SUITE100
City:	RESTON
State/Country:	VIRGINIA
Postal Code:	20191
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14484120
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	029544-0433994
NAME OF SUBMITTER:	FEI SHEN
SIGNATURE:	/Fei Shen/
DATE SIGNED:	02/06/2015
Total Attachments: 5	
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AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "*Amendment*") is entered into as of March 28, 2013, by and among INSCOPE ENERGY, LLC, a Delaware limited liability company ("*InScope*"), and ENFUSE SYSTEMS, INC., a Delaware corporation which was dissolved effective December 31, 2011 ("*Enfuse*"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated December 28, 2011, by and among InScope and Enfuse (the "*Original Agreement*").

RECITALS

WHEREAS, the parties to this Amendment are all of the parties to the Original Agreement;

WHEREAS, pursuant to the Original Agreement, InScope purchased all of the Assets from Enfuse, including the Assets identified on Exhibit A to the Agreement;

WHEREAS, as a result of an administrative error, certain Assets constituting Intellectual Property of Enfuse were not specifically identified on Exhibit A to the Original Agreement, however all parties to the Original Agreement intended to include such items of Intellectual Property on Exhibit A at the time that the Original Agreement was entered into;

WHEREAS, the parties to this Amendment desire to amend the Original Agreement as set forth in this Amendment to include the Intellectual Property identified on Schedule A attached hereto;

WHEREAS, pursuant to Section 6.11 of the Original Agreement, the Original Agreement may be amended only with the prior written consent of the affected party or parties;

WHEREAS, on December 28, 2011, Enfuse filed a Certificate of Dissolution with the Secretary of State of Delaware dissolving Enfuse effective as of December 31, 2011;

WHEREAS, pursuant to Section 278 of the General Corporation Law of the State of Delaware (the "*DGCL*"), a corporation shall be continued for a term of 3 years from its dissolution for the purpose of, among other things, disposing of and conveying its property; and

WHEREAS, Enfuse is entering into this Amendment for the purpose of disposing of and conveying the Intellectual Property identified on Schedule A attached hereto, despite its prior dissolution, pursuant to Section 278 of the DGCL.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties agree as follows:

1. **CONSENT.** In accordance with Section 6.11 of the Original Agreement, each of InScope and Enfuse hereby consents to this Amendment, which shall be binding upon all parties to the Original Agreement.

2. AMENDMENT TO ORIGINAL AGREEMENT. Exhibit A to the Original Agreement is hereby amended to include the Intellectual Property assets of Enfuse identified on Schedule A attached hereto, which Intellectual Property assets shall be considered Assets for all purposes under the Original Agreement.

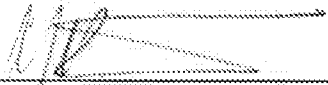
3. ORIGINAL AGREEMENT. Except as specifically set forth in this Amendment, the Original Agreement shall remain in full force and effect in accordance with the provisions thereof. The terms of this Amendment shall be governed by and construed in accordance with the provisions of the Original Agreement. In the event of any conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and conditions of this Amendment shall control.

4. COUNTERPARTS; ELECTRONIC SIGNATURES. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Amendment may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Asset Purchase Agreement as of the date first above written.

INSOPE ENERGY, LLC

By: 

Michael Bruce
Chief Executive Officer

ENFUSE SYSTEMS, INC.

By: 

Michael Bruce
Chief Executive Officer

SCHEDULE A

ASSETS

I. Proprietary Assets/Intellectual Property to Be Transferred from Enfuse to InScope.

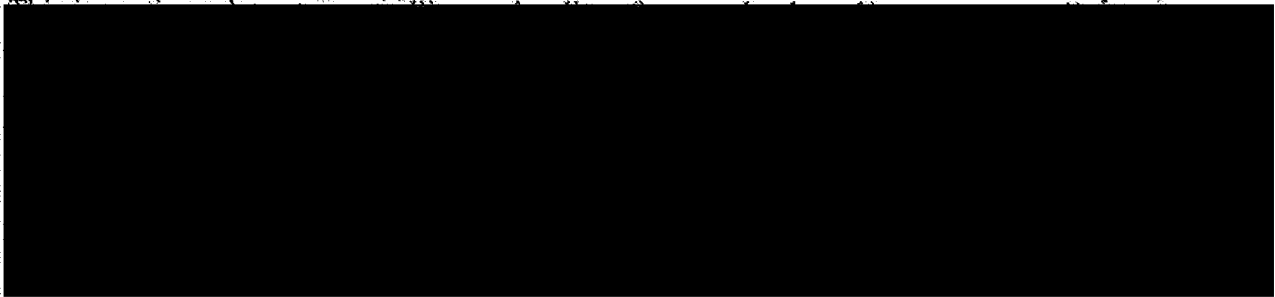
1. Intellectual Property Rights and Proprietary Rights (as defined above) related exclusively to InScope listed below:

Patent Application Number 12/364,430 titled *System Configured to Control and Power a Vehicle or Vessel*, which was filed on February 2, 2009.



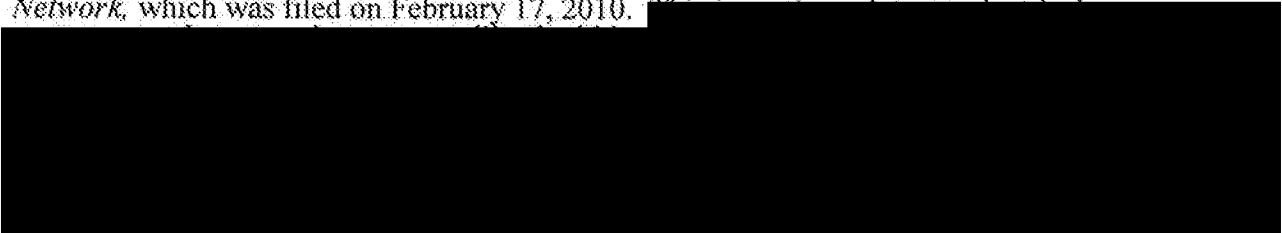
- A. International Application Number PCT/US2010/022717 titled *System Configured to Control and Power a Vehicle or Vessel*, which was filed on February 1, 2010.

Patent Application Number 12/503,648 titled *System and Method of Controlling a Plurality of Energy Loads and Energy Supplies in a Coordinated Manner*, which was filed on July 15, 2009.



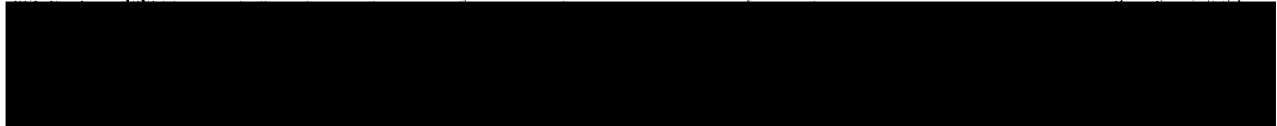
- A. Continuation Patent Application Number 13/752,185 titled *System and Method of Controlling a Plurality of Energy Loads and Energy Supplies in a Coordinated Manner*, which was filed on January 28, 2013.

Patent Application Number 12/706,975 titled *Managing Power Utilized Within a Local Power Network*, which was filed on February 17, 2010.



- A. International Patent Application Number PCT/US2011/025190 titled *Managing Power Utilized Within a Local Power Network*, which was filed on February 17, 2011.
 - a. Canadian National Phase Patent Application Number 2,789,764.
 - b. Chinese National Phase Patent Application Number 201180009871.4.
 - c. European National Phase Patent Application Number 11745207.8.
- B. Continuation Patent Application Number 13/768,670 titled *Managing Power Utilized Within a Local Power Network*, which was filed on February 15, 2013.

Patent Application Number 13/019,952 titled *Smart Node*, which was filed on February 2, 2011.



- A. International Application Number PCT/US2011/063755 titled *Smart Node*, which was filed on December 7, 2011.

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