

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3251929

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL KRUMMEY	06/04/2010
SCOTT J. YETTER	03/04/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GREEN POWER TECHNOLOGIES, LLC
<b>Street Address:</b>	840 FIRST AVENUE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	KING OF PRUSSIA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19406
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13798162
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(760)230-6846
<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>	
<b>Phone:</b>	7605793702
<b>Email:</b>	mcatania@clauseeight.com
<b>Correspondent Name:</b>	CLAUSE EIGHT IPS
<b>Address Line 1:</b>	PO BOX 131270
<b>Address Line 4:</b>	CARLSBAD, CALIFORNIA 92013
<b>ATTORNEY DOCKET NUMBER:</b>	GPT-010
<b>NAME OF SUBMITTER:</b>	MICHAEL CATANIA
<b>SIGNATURE:</b>	/Michael Catania/
<b>DATE SIGNED:</b>	03/05/2015
<b>Total Attachments: 11</b>	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Michael Krummey of Harrison City, Pennsylvania, and Scott J. Yetter of Philadelphia Pennsylvania (hereinafter referred to as "ASSIGNOR"), both being citizens of the United States, have invented and own a certain invention entitled, *Method, System And Apparatus For Monitoring And Measuring Power Usage By A Device*, for which a United States Patent Application is sought.

WHEREAS, GREEN POWER TECHNOLOGIES, LLC, a limited liability corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and having its principal place of business at 840 First Avenue, Suite 300, King Of Prussia, Pennsylvania 19406 (hereinafter referred to as "ASSIGNEE"), would like to acquire the exclusive right, title and interest in, to and under said invention and in, to and under any Letters Patent or similar legal protection to be obtained therefore in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledge, ASSIGNOR hereby sells, assigns, transfers and sets over unto said ASSIGNEE, its successors and assigns, the full and exclusive right title and interest to said invention and to all Letters Patent or similar legal protection in the United States of America, its territorial possessions and in any and all countries foreign thereto, to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent and any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon request of ASSIGNEE, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or legal proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its designated legal representative any and all papers, instruments, declarations or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Assignment

*Method, System And Apparatus For Monitoring And Measuring Power Usage By A Device*

WITNESS my hand at King of Prussia PA, this 4<sup>th</sup> day of March  
~~2012~~ 2013

Scott J. Yetter  
Scott J. Yetter

WITNESSED: By: Rm A Bes

Date: 3/4/2013

## ASSIGNMENT AND AGREEMENT

1. **Assignment.** For value received, including the individual Membership Interests granted to the individual signatories hereto in **Green Power Technologies, LLC**, and intending to be legally bound, we, **Green Power Technologies Inc.**, a Nevada corporation, **Robert Fiori** of Berwyn, Pennsylvania, **Gregory Puschnigg** of Ligonier, Pennsylvania and **Michael Krummey** of Harrison City, Pennsylvania, hereby sell, assign and transfer to **Green Power Technologies, LLC**, a Delaware limited liability company having an office at 840 First Avenue, Suite 200, King of Prussia, Pennsylvania 19406, U.S.A (hereafter "**GPT**"), and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain trademarks, copyrights and/or inventions or rights to trademarks, copyrights and/or inventions related to the product name **WattPatrol** and consisting of all components of certain intellectual property (including hardware and software), described as an economical control system to reduce the cost of wasted standby power energy consumption and other automation and control products (collectively the "**Assigned IP**"), in the attached "Investment Summary", and all the rights and privileges in said trademarks, copyrights and Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to **GPT** the entire right, title and interest in and to said trademarks, copyrights and/or inventions for all countries foreign to the United States, including all rights of priority arising therefrom, and all the rights and privileges under any and all forms of protection, including trademarks, copyrights and Letters Patent, that may be granted in said countries foreign to the United States for said trademarks, copyrights and inventions.

2. **Assignors' Warranties.** We jointly and severally hereby warrant that:

- a. The Assigned IP is owned exclusively by one or more of the undersigned, free and clear of all liens, encumbrances, licenses, leases and rights of any other person or entity;
- b. No applications for patents, provisional patents or trademarks have been made for any of the Assigned IP with the United States Patent and Trademark Office; and
- c. None of the Assigned IP that consists of copyrighted or copyrightable material has been registered for copyright with the United States Copyright Office.
- d. Notwithstanding the aforesaid, no warranty is made that any of the Assigned IP can be patented, registered as a copyright, or eligible for trademark registration under applicable law.

3. **Authorization.** We authorize **GPT** to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for trademarks, copyrights and/or patents or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

4. **Form.** We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of **GPT** to apply for trademark, copyright and/or patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

5. **Foreign Rights.** We request that any and all trademark, copyright and/or Letters Patents for said trademark, copyright and/or inventions be issued to **GPT** in the United States and in all countries foreign to the United States, or to such nominees as **GPT** may designate.

6. **Further Undertakings.** We agree that, when requested, we shall, without charge to **GPT**, but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection, including without limitation, to the extent **GPT** cannot make application for such protection in its own name, we agree, at **GPT**'s request, to make such application in our name and assign all rights to same to **GPT**.

7. **Relationship.** The individual signatories below understand and acknowledge that this Agreement does not alter, amend or expand upon any rights they may have to continue in the employ of, or in a consulting relationship with, or in capacity as Member of, or an officer/director with **GPT** under any existing agreements between **GPT** and the undersigned, or arising under applicable law. Any employment, consulting, or officer/director relationship between **GPT** and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship".

8. **Confidential Information.**

a. **Company Information.** The individual signatories below agree at all times during the term of such signatory's Relationship with **GPT** and thereafter, to hold in strictest confidence, and not to use, except for the benefit of **GPT**, or to disclose to any person, firm, corporation or other entity without written authorization of **GPT**, any Confidential Information of **GPT** which I obtain or create. We further agree not to make copies of such Confidential Information except as authorized by **GPT**. We understand that "Confidential Information" means all intellectual property (including such as herein assigned) technical and scientific information, ideas, know-how, inventions, laboratory notebooks, processes, formulas, technology, engineering, data, materials, products, compilations, studies, product information, product development, financial information, trade secrets, customer lists and customers (including, but not limited to, customers of **GPT** on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, marketing, licenses, finances, budgets or other proprietary information disclosed to me by **GPT** either directly or indirectly in writing or orally, visually, electronically or by other means, whether or not during working hours. I understand that "Confidential Information" includes, but is not limited to, information pertaining to any aspects of **GPT**'s business which is either information not known by actual or potential competitors of **GPT** or is proprietary information of **GPT** or its customers or suppliers, whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no

wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

b. Former Employer Information. I represent that my performance of my Relationship has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship with GPT, and I will not disclose to GPT, or induce GPT to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

c. Third Party Information. I recognize that GPT has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on GPT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for GPT consistent with GPT's agreement with such third party.

9. **Inventions.**

a. Inventions Retained and Licensed. I have attached hereto, as Exhibit "A", a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of GPT's proposed businesses, products or research and development, and which are not assigned to GPT hereunder; or, if no such list is attached or is not completed, I represent that there are no such Prior Inventions. If, in the course of my Relationship with GPT, I incorporate into a GPT product or process a Prior Invention owned by me or in which I have an interest, GPT is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product or process.

b. Assignment of Inventions. I agree that I will promptly make full written disclosure to GPT, will hold in trust for the sole right and benefit of GPT, and hereby assign to GPT, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am under Relationship with GPT (collectively referred to as "Inventions"). I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with GPT are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by the grant of my Membership Interest in GPT.

c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with GPT. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of GPT at all times. I agree not to remove such records from GPT's place of business except as expressly permitted by GPT policy which may, from time to time, be revised at the sole election of GPT for the purpose of furthering GPT's business.

d. Patent and Copyright Rights. I agree to assist GPT, or its designee, at GPT's expense, in every proper way to secure GPT's rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to GPT of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which GPT shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to GPT, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If GPT is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to GPT as above, then I hereby irrevocably designate and appoint GPT and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to GPT any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to GPT.

#### 10. General Provisions.

a. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws.

b. Entire Agreement. This Agreement sets forth the entire agreement and understanding between GPT and the undersigned relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.



c. Severability. In the event that any provisions of this Agreement is unenforceable pursuant to applicable law, it is the intention of the parties that a court amend such provision(s) so as to render same enforceable to the maximum extent permitted, and that such court then enforce the provision(s) as amended.

d. Successors, Assigns and Nominees. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of GPT, its successors, assigns and nominees.

e. Survival. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by GPT to any successor in interest or other assignee.

f. This Agreement may be signed in counterparts and signatures exchanged by facsimile.

g. ADVICE OF COUNSEL. EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EACH HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND EACH HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

**SIGNATURE PAGES IMMEDIATELY FOLLOW**

In Witness Whereof, the parties have executed this Agreement on the respective dates set forth below:

Green Power Technologies INC, a Nevada corporation

By: Gregory Pusch  
Name: Gregory Pusch  
Title: CEO

Date: \_\_\_\_\_

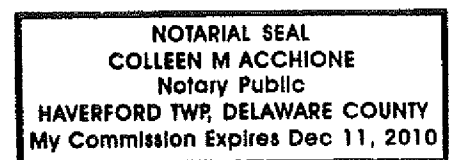
United States of America )

Commonwealth of Pennsylvania ) ss.:

County of Montgomery )

On this 14 day of June, 2010, before me personally came Gregory Pusch, who stated that he was the President of GPT, a Nevada corporation, and to me known (or satisfactorily proven) to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Colleen M. Acchione  
Notary Public



  
Robert Fiori

Date: \_\_\_\_\_

United States of America )

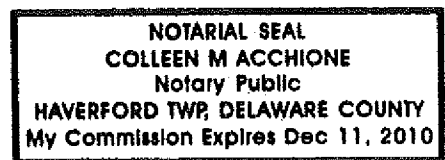
Commonwealth of Pennsylvania ) ss.:

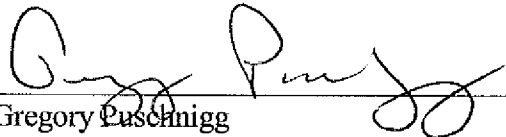
County of Montgomery )

On this 4 day of June, 2010, before me personally appeared Robert Fiori, known (or satisfactorily proven) to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



  
Gregory Puschnigg

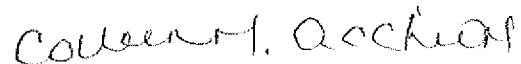
Date: \_\_\_\_\_

United States of America )

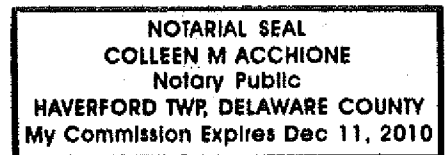
Commonwealth of Pennsylvania ) ss.:

County of Montgomery )

On this 4 day of June, 20 10, before me personally appeared Gregory Puschnigg, known (or satisfactorily proven) to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



\_\_\_\_\_  
Notary Public



  
Michael Krummey

Date: \_\_\_\_\_

United States of America )

Commonwealth of Pennsylvania ) ss.:

County of Montgomery )

On this 14 day of June, 2010, before me personally appeared Michael Krummey, known (or satisfactorily proven) to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



\_\_\_\_\_  
Notary Public

