

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3978533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANCE BREVETS SAS	03/27/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CLEAN ENERGY MANAGEMENT SOLUTIONS, LLC
<b>Street Address:</b>	300 CRESCENT COURT
<b>Internal Address:</b>	SUITE 1650
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5758331
Patent Number:	6178362
Patent Number:	6636893
Patent Number:	6577962
Patent Number:	6169979
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)773-6177
<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>	866-877-4883
<b>Email:</b>	patents@ascendalaw.com
<b>Correspondent Name:</b>	ASCENDA LAW GROUP
<b>Address Line 1:</b>	333 W. SAN CARLOS ST.
<b>Address Line 2:</b>	SUITE 200
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95110
<b>ATTORNEY DOCKET NUMBER:</b>	5109-CEM
<b>NAME OF SUBMITTER:</b>	TAREK N. FAHMI
<b>SIGNATURE:</b>	/Tarek N. Fahmi/
<b>DATE SIGNED:</b>	07/26/2016

**Total Attachments: 4**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (the « Agreement ») is made and entered into this 27<sup>th</sup> day of March 2015 (the "Effective Date"), by France Brevets SAS an entity incorporated according to the laws of the country of France with an address at 47 rue de la Victoire, 75009 Paris, France ("Assignor") and Clean Energy Management Solutions, LLC a Texas limited liability company with an address at 300 Crescent Court, Suite 1650, Dallas, TX 75201.

### RECITALS

A. Assignor is the owner of (select as appropriate):

- ☒ the United States Patents set forth on Exhibit A hereto (the "US Patents");
- ☐ the non-United States patents set forth on Exhibit B hereto (the "Foreign Patents");
- ☐ the United States patent applications set forth on Exhibit C hereto (the "US Patent Applications");
- ☐ the United States provisional patent applications set forth on Exhibit D hereto (the "US Provisional Patent Applications"); and/or
- ☐ the foreign patent applications set forth on Exhibit E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated March 27, 2015, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement.

In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail,

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed

for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date written at March 27, 2015.

Assignor: **France Brevets**

By: 

Name: Jean-Charles HOURCADE

Title: GENERAL MANAGER

Assignee: **Clean Management Solutions, LLC**

By: 

Name: David PRIDHAM

Title: CEO

**EXHIBIT A**  
**TO ASSIGNMENT AGREEMENT**

Title	Patent Number	Issue Date
COMPUTER-ASSISTED SALES SYSTEM FOR UTILITIES	5758331	26.05.1998
ENERGY MANAGEMENT SYSTEM AND METHOD	6178362	23.01.2001
WEB BRIDGED ENERGY MANAGEMENT SYSTEM AND METHOD	6636893	21.10.2003
SYSTEM AND METHOD FOR FORECASTING ENERGY USAGE LOAD	6577962	10.06.2003
COMPUTER-ASSISTED SALES SYSTEM FOR UTILITIES	6169979	02.01.2001