

07/11/2016

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103675543

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Noveda Technologies, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: New Jersey Board of Public Utilities

Internal Address: \_\_\_\_\_

Street Address: 44 S Clinton Avenue

City: Trenton

State: New Jersey

Country: USA Zip: 08625

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) March 5, 2010

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A attached

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Att: Jane - Finance & Bond Portfolio Management

Internal Address: New Jersey Economic Development Authority

Street Address: PO Box 990

City: Trenton

State: New Jersey Zip: 08625

Phone Number: 609-858-6700

Fax Number: \_\_\_\_\_

Email Address: jburns@njeda.com

**6. Total number of applications and patents involved: 2**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

07/12/2016 KNOUYEN1 00000000 12822450  
Authorized User Name \_\_\_\_\_  
61 FC18801

86.00

**9. Signature:**

*Jane Burns*  
Signature

June 27, 2016

Date

Jane Burns

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

12

**SCHEDULE A**

**PATENTS**

- USPTO Patent Application #12822450: System and Method for Managing Resource Sustainability Performance
- USPTO Patent Application #12082089: System and Method for Monitoring and Managing Energy Performance

**PART B: TRADEMARKS**

**PART C: COPYRIGHTS**

**DIRECT LOAN AGREEMENT**

Between

**New Jersey Board of Public Utilities**

And

**Noveda Technologies, Inc.**

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THIS DIRECT LOAN AGREEMENT, dated March 5, 2010, by and between the NEW JERSEY BOARD OF PUBLIC UTILITIES (the "BPU"), a public body corporate and politic constituting an instrumentality of the State of New Jersey (the "State") and Noveda Technologies, Inc., an S-Corporation organized and existing under the laws of the State of New Jersey (the "Borrower") located at 31 Tannery Road, Branchburg, New Jersey (the "Project Facility").

## **BACKGROUND**

WHEREAS, as set forth at N.J.S.A. 48:3-49 et seq., the Electric Discount and Energy Competition Act ("EDECA"), the BPU is directed to establish funding levels and programs that promote and advance energy efficiency and renewable energy programs in New Jersey. Pursuant thereto, the BPU by various Orders has established funding levels and collects money from customers through the utilities subject to the EDECA to fund these programs.

WHEREAS, the BPU and the New Jersey Economic Development Authority ("EDA" and or "Authority"), pursuant to a memorandum of understanding dated August 28, 2008, amended and reinstated March 19, 2009 and as amended on November 1, 2009 ("MOU"), have set forth their respective duties and responsibilities in connection with the joint operation of the Edison Innovation Clean Energy Manufacturing Fund ("CEMF") Program, a new clean energy funding initiative in the form of grants and zero interest loans to eligible companies manufacturing renewable energy and clean, energy-efficient products in the State of New Jersey ("State").

WHEREAS, notwithstanding the joint implementation of the CEMF Program, as set forth in the MOU, in order to streamline and simplify the process for CEMF Program recipients, the EDA has agreed to serve as the primary customer contact and to request BPU's involvement in any approvals and/or decision making activities, as may be necessary;

WHEREAS, Borrower has applied for, and has been awarded, a grant in the amount of \$300,000 ("Grant") under the CEMF Program, the purpose of which is to fund assessment and design costs ("Tranche I") associated with its Project, as hereinafter defined in Section 1, and has entered into a grant agreement of even date herewith with the BPU (the "Grant Agreement") memorializing the terms thereof.

WHEREAS, Borrower has also applied for, and has been awarded, a zero interest loan under the CEMF Program under the terms and conditions as set forth herein.

NOW THEREFORE, it is agreed as follows:

## **I. GENERAL TERMS AND CONDITIONS**

Section 1. THE LOAN. The Board shall, pursuant to the terms and conditions of this Direct Loan Agreement, make a zero interest loan (the "Loan") to Borrower in the principal amount of \$3,000,000 to be used to design, develop, manufacture, and supply electric power and power management product (the "Project").

Section 2. THE NOTE. The Loan shall be evidenced by a promissory note substantially in the form attached as Exhibit "A" (the "Note"). The Loan, which shall be zero interest, shall be for a term of ten (10) years. No principal payments shall be due or owing during the first thirty-six months of the Loan ("Non-payment Period"). Thereafter, beginning in month thirty-seven, Borrower shall make eighty four (84) equal monthly installments of principal to fully amortize the Loan.

In the event that the Board, in its sole discretion, determines that Borrower has fully satisfied the milestones set forth in Section 4. herein on or before the end of the Non-payment Period, and provided that Borrower has not committed an Event of Default beyond applicable notice and cure periods under Section 16, then one third of the Loan amount, or \$1,000,000, shall be converted into a performance grant and the payments thereafter coming due under the Loan shall be adjusted appropriately. Borrower shall have no obligation to repay said amount unless Borrower shall thereafter commit an Event of Default hereunder and except as set forth in Section 11 (d) herein.

Borrower may prepay the Note in whole or in part without penalty. Partial prepayments shall be applied to the last maturing payments due on the Note, shall be in one or more increments of the monthly amount due on principal, shall not extend or postpone the due date of any subsequent monthly installment or change the amounts of such installments unless the holder of the Note shall otherwise expressly agree in writing. There shall be due and owing by Borrower a late charge of five percent (5%) of any monthly payment on any such payment which is ten (10) days or more past due. However, in the event that this late charge is found unenforceable by a court of law, Borrower shall pay actual damages to the Board which shall include, but not be limited to, the loss of use of the delinquent payment(s) and administrative costs in monitoring the default by the Borrower; provided that such actual damages shall not exceed the late charge described in the previous sentence. Administrative costs include, but are not limited to attempts to contact Borrower via written and letter correspondence, generating and reviewing the delinquency reports, evaluating the delinquent account, evaluating the credit file, entering relevant information into the file and/or computer, relaying information to management and different departments, notifying and reporting to management and different departments. Following acceleration in the Event of Default or after maturity of the Note, interest on unpaid amounts shall accrue, as further set forth in the Note.

Section 3. SECURITY. As security for the Note, and for any other loans, advances, credits, indebtedness, obligations and liabilities of any kind of Borrower to the BPU, now or hereafter existing, whether absolute or contingent, due or to become due, direct or indirect, liquidated or unliquidated and however incurred or arising, Borrower hereby grants to the Board a continuing security interest in all of the existing and after acquired personal, tangible and intangible assets of Borrower (hereinafter the "Collateral").

Together with all attachments, accessions, interest, proceeds and products of all of the above, including without limitation any insurance proceeds thereof; and

Together with accretions, additions, replacements, substitutions, improvements, parts, fittings and accessories relating thereto or used in connection therewith.

Borrower acknowledges and agrees that, in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of Revised Article 9 of the Uniform Commercial Code (1999 Official Text), the foregoing Collateral description covers all assets of Borrower and the meaning ascribed to any particular item of Collateral shall be the most encompassing definition. The Board may at any time and from time to time file, pursuant to the provisions of Section 21, financing and continuation statements and amendments thereto reflecting the same.

This Direct Loan Agreement shall be deemed a first security agreement creating a security interest on behalf of the Board in said Collateral. The Direct Loan Agreement, the Note, financing statements, any and all other documents executed in connection with the Loan, and the aforementioned Grant Agreement, shall hereinafter be defined as the "Financing Documents."

Section 4. DISBURSEMENT OF THE LOAN. The Loan shall be disbursed by the EDA, on behalf of the BPU, during the first thirty-six months of the Loan, based on satisfaction of the following milestones, as determined by BPU, or the EDA acting on behalf of the BPU:

Tranche I Milestones – Planning and design of manufacturing facility located at 31 Tannery Road, Branchburg New Jersey.

1. \$60,000 shall be disbursed conditional upon submission of appropriate documentation of planned or past usage of funds and approved as eligible by the Authority with submission of invoices and/or cost reports of actual costs incurred and approved by the chief financial officer or other financial manager.
2. \$35,000 shall be disbursed upon the identification of a project manager/contractor for the expansion of the project site. Borrower shall submit invoices and/or cost reports approved by the chief financial officer or other financial manager identifying the labor costs incurred associated with such employment that must be acceptable to the Authority.
3. \$15,000 shall be disbursed upon receipt of an executed lease and facility site plans outlining the potential sites that were used for the evaluation for manufacturing operations and to include diagrams of the site layout for the modification of the building where manufacturing shall be in operation and that shall be acceptable to the Authority.
4. \$190,000 shall be disbursed upon presentation of invoices and/or cost reports of actual costs incurred and approved by the chief financial officer or other financial manager for the project facility design and engineering and listing of all major pieces of equipment.

All invoices and/or cost reports outlining costs incurred are to be approved by the chief financial officer or other financial manager and as deemed satisfactory by the Authority and are subject to modification or may be disallowed (alternatively should the applicant have already incurred and paid for any items to be considered, the Authority may reimburse the applicant upon presentation of evidence via cancelled check together with bank statement which reflects the funds deducted from their account). Note that specific eligible uses of funds under this Tranche are for the purpose of planning and design as outlined for the above activities.

Amounts advanced are subject to a minimum 50% cost-sharing by Borrower so that funds advanced for Tranche I do not exceed half of the budgeted Tranche I costs, which are to be evidenced by acceptable documentation to be submitted to the Authority. Appropriate deliverables accompanying the disbursement requests include executed leases, diagrams of site layouts, listing of major pieces of equipment, etc which are to be submitted with each request for disbursement and as outlined above.

Tranche II A Milestones-Pre-production

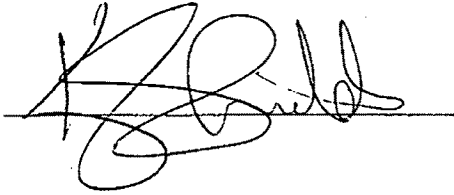
1. \$100,000 for disbursement when the Borrower meets the following condition:




IN WITNESS WHEREOF, the Board and the Borrower have caused this Direct Loan Agreement to be executed in their respective names by their duly authorized officers, as of the date first above written.

WITNESS:

NEW JERSEY BOARD OF PUBLIC UTILITIES



By:  Date: 5/1/10  
Lee A. Solomon  
President  
NJ Board of Public Utilities

WITNESS:

NOVEDA TECHNOLOGIES, INC.

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nelson Ferreira  
Chief Executive Officer

IN WITNESS WHEREOF, the Board and the Borrower have caused this Direct Loan Agreement to be executed in their respective names by their duly authorized officers, as of the date first above written.

WITNESS:

NEW JERSEY BOARD OF PUBLIC UTILITIES

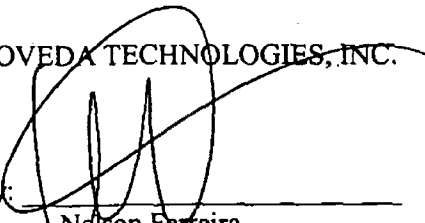
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lee A. Solomon  
President  
NJ Board of Public Utilities

WITNESS:

NOVEDA TECHNOLOGIES, INC.

Kelly Sickers

By:   
Nelson Ferreira  
Chief Executive Officer

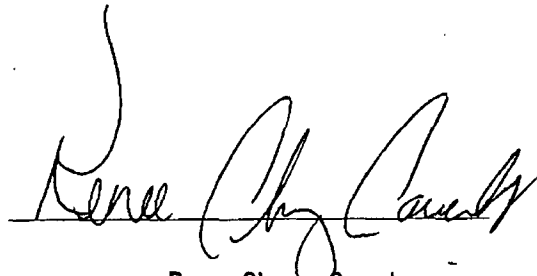
Date: 3/9/10

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

COUNTY OF MERCER :

BE IT REMEMBERED, that on this 5<sup>th</sup> day of March, 2010, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Lee A. Solomon who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the President of the NEW JERSEY BOARD OF PUBLIC UTILITIES, the Board named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by said Board; and said Instrument was signed and delivered by said President and for the voluntary act and deed of said Board.



Renee Chavez Caverly  
A Notary Public of New Jersey  
My Commission Expires April 26, 2011

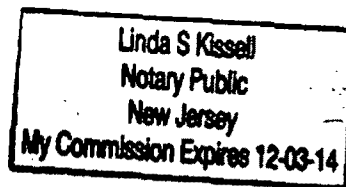
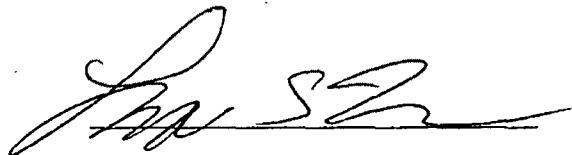
ACKNOWLEDGMENT

STATE OF NEW JERSEY :

:

COUNTY OF HUNTERDON:

BE IT REMEMBERED, that on this 9th day of March, 2010, before me, personally appeared, Nelson Ferreira, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Noveda Technologies, Inc., the corporation named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; and said Instrument was signed and delivered by said Chief Executive Officer as and for the voluntary act and deed of said corporation.





Jane Burns  
Legal Specialist  
Direct Dial # (609) 858-6754  
Fax # (609) 278-4793  
jburns@njeda.com

July 5, 2016

Mail Stop Assignment Recordation Services  
Director of USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

Re: Noveda Technologies, Inc.  
P28712

Dear Sir/Madam:

Enclosed please find a Patent, Trademark and Copyright Security Agreement in the name of Noveda Technologies, Inc. as well as our Expense Check numbered 95855 in the amount of \$80.00 to cover the cost of recording.

Kindly this time stamped document to us, once it has been recorded. The postage paid envelope has been provided for your convenience.

Should you have any questions or concerns, please feel free to contact me at (609) 858-6754 between 8:00 AM and 4:00 PM.

Sincerely,

By: *Jane Burns*  
Jane Burns  
Legal Specialist

Enclosures