

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4080273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BASIC RESOURCES INC.	10/03/2016
RECEIVING PARTY DATA	
Name:	TXU ENERGY RETAIL COMPANY LLC
Street Address:	6555 SIERRA DRIVE
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	14992419
Application Number:	14992508
Application Number:	12951653
Application Number:	13759387
Application Number:	10259296
Application Number:	10676655
Application Number:	11743493
Application Number:	11267298
CORRESPONDENCE DATA	
Fax Number:	(214)661-4559
<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>	
Phone:	214 953 6500
Email:	ptomail1@bakerbotts.com
Correspondent Name:	BAKER BOTTS L.L.P.
Address Line 1:	2001 ROSS AVENUE. 6TH FLOOR
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	074075.0102
NAME OF SUBMITTER:	SUE LEROY
SIGNATURE:	/Sue LeRoy/

DATE SIGNED:	10/03/2016
---------------------	------------

Total Attachments: 6

source=AssignTXU#page1.tif

source=AssignTXU#page2.tif

source=AssignTXU#page3.tif

source=AssignTXU#page4.tif

source=AssignTXU#page5.tif

source=AssignTXU#page6.tif

PATENT ASSIGNMENT

WHEREAS, Basic Resources Inc. (“Assignor”), a Texas Corporation, having an address of 1601 Bryan Street, Dallas, Texas 75201, is the owner of the patents and patent applications shown in Exhibit A (the “Patents”); and

WHEREAS, TXU Energy Retail Company LLC (hereafter “Assignee”), a Texas Limited Liability Company, having an address of place of business at 6555 Sierra Drive, Irving, Texas 75039, desires to acquire all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and according to an agreement between Assignor and Assignee, Assignor agrees to and does hereby sell, assign, transfer and set over to Assignee, all its right, title and interest in and to the Patents, as well as all provisionals, foreign counterparts, equivalents, continuations, divisions, and continuations-in-part of the Patents, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which the Patents may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment and sale had not been made.

Assignor also assigns to Assignee, all right, title and interest in and to the inventions disclosed in the Patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for the Patents in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said inventions and all rights to register the Patents in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

PATENT ASSIGNMENT

Assignor further assigns to Assignee all causes of action, rights, and remedies arising from any of the Patents prior to or after the Effective Date (as defined below) of this Patent Assignment (the "Assignment"), including, but not limited to, the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related to the Patents.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense, including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens, invention records and other documentation and testifying as to any facts as may be reasonably required in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any United States or foreign application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any United States or foreign interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents or this Assignment; and (4) obtaining any additional protection arising from the Assignment that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, solely to (1) execute any further documents or instruments to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and

interest whose conveyance is made hereby and (2) to enable such right, title and interest to be recorded in the United States and all foreign countries. This power of attorney will be deemed coupled with an interest and will be irrevocable.

In furtherance of this Assignment, Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under the Patents, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.


Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment shall be construed under the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed, effective as of October 3, 2016 (the "Effective Date").

BASIC RESOURCES INC.

By: 
Jeff Walker
Its: Vice President and Secretary

TXU ENERGY RETAIL COMPANY LLC

By: _____
Gabriel V. Vazquez
Its: Vice President and Chief Legal Officer

[Patent Assignment – Basic Resources to TXU Energy Retail]

PATENT
REEL: 039924 FRAME: 0470

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed, effective as of October 3, 2016 (the "Effective Date").

BASIC RESOURCES INC.

By: _____
Jeff Walker
Its: Vice President and Secretary

TXU ENERGY RETAIL COMPANY LLC

By: Gabriel Vazquez
Gabriel V. Vazquez
Its: Vice President and Chief Legal Officer

[Patent Assignment - Basic Resources to TXU Energy Retail]

PATENT
REEL: 039924 FRAME: 0471

EXHIBIT A

Appl. No.	Filed	Publication No.	Published	Patent No.	Issued	Title
14/992,419	1/11/2016	2016/0209822	7/21/2016			<i>System and Method for Home Automation</i>
14/992,508	1/11/2016	2016/0210680	7/21/2016			<i>System and Method for Procurement Decisioning Using Home Automating Inputs</i>
12/951,653	11/20/2010	2012/0130924	05/24/2012			<i>System and Method for Analyzing Energy Use</i>
13/759,387	02/05/2013	2014/0223312	08/07/2008			<i>Electricity Provider Content Platform</i>
10/259,296	09/30/2002	2004/0070894	04/15/2004	6,765,787	04/15/2004	<i>Device and Method for Providing Electric Service</i>
10/676,655	09/30/2003	2004/0061616	04/01/2004	6,963,285	11/08/2005	<i>Outage Notification Device and Method</i>
11/743,493	07/23/2007	2007/0268655	11/22/2007	7,397,652	07/08/2008	<i>Device and Method for Providing Electric Service</i>
11/267,298	11/07/ 2005	2006/0055549	03/06/2006	7,586,420	09/08/2009	<i>Outage Notification Device and Method</i>