

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4571889

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BATTERY STREET ENERGY, INC.	07/17/2017
RECEIVING PARTY DATA		
Name:	ROBERT RANDALL LORD	
Street Address:	2701 FIRST AVENUE, SUITE 200	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98121	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13618721	
CORRESPONDENCE DATA		
Fax Number:		
<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:	206-866-3243	
Email:	manny@jgalaw.com	
Correspondent Name:	MANNY JACOBOWITZ	
Address Line 1:	2701 FIRST AVENUE, SUITE 200	
Address Line 4:	SEATTLE, WASHINGTON 98121	
NAME OF SUBMITTER:	PRIYA SINHA CLOUTIER	
SIGNATURE:	/Priya Sinha Cloutier/	
DATE SIGNED:	08/29/2017	
Total Attachments: 7		
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COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent Mortgage and Security Agreement is made as of the date of the signatures below, by and between Battery Street Energy, Inc., a Washington corporation ("BSE"), PB Telecom, Inc., a Washington corporation ("PBT") and Peter Bocek, a resident of Washington ("Bocek") (collectively, "Assignor"), on the one hand, and Randall Lord, a resident of Michigan ("Assignee") on the other.

Robert

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RECITALS

- A. Assignee and PBT and Bocek are parties to *Lord v. Bocek, et al.*, King County Superior Court Cause No. 15-2-20236-7 SEA (the "Litigation").
- B. Assignee and PBT and Bocek are settling their disputes under a Settlement Agreement of even date (the "Settlement Agreement"), which shall include a promissory note in favor of Assignee (the "Note").
- C. In partial consideration of and for settlement, as agreed in the Settlement Agreement, Assignor wishes to assign, and Assignee wishes to accept, certain intangible property for the purpose of securing the obligations of PBT and Bocek to Assignee under the Settlement Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants to Assignee a security interest and mortgage, as security only but not as an ownership interest, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

- (a) That certain United States patent #9,293,755, "Intelligent battery pack module," (the "Patent") currently assigned to BSE (including all rights appertaining thereto by statute or otherwise, and including all such rights which may in the future arise by act of Congress or otherwise), including, without limitation,
- (b) any applications, improvements, divisions, continuations, renewals, reissues, extensions, continuations-in-part, amendments, extensions, renewals and extensions for or of the same;
- (c) any and all royalties, payments, and other amounts payable to Assignor in connection with the Patent;
- (d) the right to recover for all past, present, and future infringements of the Patent;
- (e) all right, title and interest in and to any and all present and future license agreements with respect to the Patent;
- (f) any and all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Patent;
- (g) any and all trade secrets relating to the Patent;
- (h) any and all intellectual property rights in or relating to the Patent;

- (i) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (j) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and
- (k) all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE SETTLEMENT AGREEMENT AND NOTE.

2. Authorization and Request. Assignor authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment. Further, Assignor authorizes the Assignee to file a UCC-1 financing statement in any UCC filing office deemed appropriate by the Assignee.

3. Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:

- (a) BSE is now the sole owner of the Collateral.
- (b) To the best of Assignor's knowledge and belief, each employee, agent and/or independent contractor who has participated in the creation of the property constituting the Collateral has either executed an assignment of his or her rights of authorship to PBT or is/was an employee of PBT acting within the scope of his or her employment and was such an employee at the time of said creation.
- (c) Performance of this Assignment does not conflict with or result in a breach of any agreement to which Assignor is bound.
- (d) During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business;
- (e) The Patent is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (f) Assignor shall promptly advise Assignee of any material adverse change in the composition of the Collateral;

(g) Assignor shall (i) protect, defend and maintain the validity and enforceability of the Patent, and use its best efforts to detect infringements of the Patent, and promptly advise Assignee in writing of material infringements detected, and (ii) not allow the Patents to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld.

(h) This Assignment creates, and in the case of after acquired Collateral, this Assignment will create at the time Assignor first has rights in such after acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Settlement Agreement and the Note upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with all appropriate offices necessary to perfect the security interests and assignment created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor in the U.S. or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Collateral is accurate in all material respects.

(k) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent, which consent shall not be unreasonably withheld. Assignor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts.

(l) Upon any executive officer of Assignor obtaining actual knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any material Collateral, the ability of Assignor to dispose of any material Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

4. Assignee's Rights. Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take. Assignor shall reimburse and indemnify Assignee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Further Assurances; Attorney in Fact.

(a) Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper

filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in the Patent and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral.

(b) Upon a Default, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, upon Assignor's failure or inability to do so, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment.

6. Default. The occurrence of any of the following shall constitute a Default under the Assignment:

(a) A Default occurs under the Settlement Agreement or the Note; or

(b) Assignor breaches any warranty or agreement made by Assignor in this Assignment.

7. Remedies. Upon the occurrence of a Default, Assignee shall have the right to exercise all the remedies of a secured party under the Washington Uniform Commercial Code. Assignee shall have a nonexclusive, royalty free license to use the Patent to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of a Default. Assignor will pay any expenses (including reasonable attorney's fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorney's fees and reasonable expenses).

9. Release. Upon payment and performance in full of all obligations of Bocek under the Settlement Agreement, the security interest created by this Agreement shall terminate, and Assignee shall execute and deliver to Assignor all assignments and other instruments as may be reasonably necessary or proper to evidence termination of Assignee's security interest in the Collateral. For the purpose of this Agreement, the obligations secured hereunder shall be deemed to continue if Assignor enters into any bankruptcy or similar proceeding at a time when any amount paid to Assignee could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

10. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Assignee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Assignee. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the party waiving such terms or conditions.

11. Rights Are Cumulative. All of Assignee's rights and remedies with respect to the Collateral whether established by this Agreement, the Settlement Agreement, the Note, or any other documents or agreements, or by law shall be cumulative and non-exclusive, and may be exercised concurrently or in any order.

12. Attorney's Fees. If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursements.

13. Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Settlement Agreement, the provision giving Assignee greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Assignee under the Settlement Agreement. This Agreement, the Settlement Agreement, the Note, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

14. Severability. If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, such holding will not impair the validity, legality or enforceability of the remaining provisions.

15. Counterparts and Facsimile Transmissions. This Agreement may be executed in any number of identical counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same Agreement. Signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

16. Governing Law. This Agreement shall be governed by the laws of the State of Washington. If it becomes necessary to interpret or enforce any of the Agreement's terms, it is the intent of all Parties that the laws of the State of Washington shall apply (exclusive of choice of law rules).

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, personal representatives, affiliates, subsidiaries, legatees, receivers, mortgagees, trustees, and assigns. The Parties warrant that they have the

right, ability, and capacity to make promises and assignments, and release claims as set forth herein. No other party is intended to be a beneficiary of this Agreement.

18. Entire Agreement. This Agreement, along with the Settlement Agreement, constitutes the entire agreement of the Parties hereto concerning the subject matter hereof and supersedes all prior agreements and writings concerning the subject matter hereof. This Agreement may be modified only in writing signed by all Parties.

19. Joint Effort. The Parties have equally participated in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that the party drafted the ambiguous language.

20. Voluntary Agreement; Advice of Counsel. All parties acknowledge that they have carefully read and considered each of the provisions of this Agreement, and have consulted or have had the opportunity to consult with legal counsel, and fully understand the extent and impact of all such provisions. This Agreement has been executed voluntarily and without coercion, undue influence, threats, or intimidation of any kind whatsoever.

21. Notices. All notices and other communications hereunder shall be in writing and shall be transmitted in the same manner as notices under the Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

BATTERY STREET ENERGY, INC.



BY: PETER BOCEK

ITS: PRESIDENT

DATE: 17 JUL 2017

PB TELECOM, INC.



BY: PETER BOCEK

ITS: PRESIDENT

DATE: 17 JUL 2017

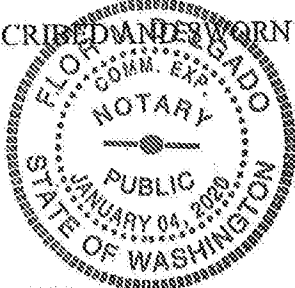
PETER BOCEK, and his marital community _____

DATE: 17 JUL 2017

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Peter Bocek is the person who appeared before me, and certified that he signed this instrument both in his individual and representative capacity, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this 17th day of July, 2017.



[Signature]
NOTARY PUBLIC in and for the State of Washington
Residing at: Seattle, WA
My Commission expires: Jan. 4th 2020

ASSIGNEE:

[Signature]
Robert RANDALL LORD RL

DATE: 7-5-17

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

I certify that I know or have satisfactory evidence that Randall Lord is the person who appeared before me, and certified that HE signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this 5th day of July, 2017.

[Signature]
NOTARY PUBLIC in and for the State of Michigan
Residing at: _____
My Commission expires: _____

