504840936 03/28/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4887673

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
AGILIS ENERGY, LLC	03/09/2018

RECEIVING PARTY DATA

Name:	ame: TRANE U.S. INC.	
Street Address: 800-E BEATY STREET		
City:	DAVIDSON	
State/Country:	State/Country: NORTH CAROLINA	
Postal Code:	28036	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8583531

CORRESPONDENCE DATA

Fax Number: (631)488-0842

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.

Phone: 6314880840

Email:docketing@salernolaw.comCorrespondent Name:THE SALERNO LAW FIRM, P.C.Address Line 1:1955 DEER PARK AVENUE

Address Line 4: DEER PARK, NEW YORK 11729

ATTORNEY DOCKET NUMBER:	INGE-107	
NAME OF SUBMITTER:	RUSSELL S. SALERNO	
SIGNATURE:	/Russell S. Salerno/	
DATE SIGNED:	03/28/2018	

Total Attachments: 5

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PATENT 504840936 REEL: 045373 FRAME: 0432

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (Assignment) dated as of March 9, 2018 (the Effective Date), is made and entered into by and among AGILIS ENERGY, LLC, a Delaware limited liability company (Assignor), and Trane U.S. Inc., a Delaware corporation, (Assignee).

RECITALS:

WHEREAS, Assignor is owner of the patents and patent applications identified on <u>Schedule A</u> to this Assignment (collectively, the *Patents*); and

WHEREAS, pursuant to that certain ASSET PURCHASE AGREEMENT, dated as of the date hereof, by and among Assignor, Assignee and Joseph P. Hirl (the Asset Purchase Agreement), Assignor has agreed to assign the Patents to Assignee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, provisionals, reissues, renewals, extensions, reexaminations or interferences of any of the Patents.
- 2. <u>Cooperation</u>. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees to execute and deliver to Assignee, at Assignee's sole cost and expense, such further assignments and related documents with respect to the Patents as Assignee shall reasonably request to vest the title to the Patents in the name of the Assignee.
- 3. General Provisions. This Assignment along with its Schedule, together with the Asset Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

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5.	Counterparts.	This Assignment may be executed in counterparts, each of which will be
	***	to any party whose signature appears thereon and both of which together
wi	l constitute one and	I the same instrument.

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PATENT REEL: 045373 FRAME: 0434 ASSIGNOR

Agilis Energy, LLC

By: VP. 1 (-)

Name: Joseph P. Hirl

Title: Manager

ASSIGNEE

Trane U.S. Inc.

Title:

executed as of the Effective Date.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly

By; _____Name:

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

Agilis Energy, LLC

By: ______ Name: Joseph P. Hirl

Title:

ASSIGNEE

Name: EVAN M TWATE

Title: VICE PRESIDENT AND SECRETARY

[Signature Page to Patent Assignment]

SCHEDULE A

Patents

Jurisdiction	Application / Registration / Serial Number	Filing Date	Issue Date	Title
United States	61/417,007	Nov 24, 2010	NA	Decision Support System for the Management of Energy Use, Contracting and Capital Investments for Facilities
United States	13/303,209	Nov 23, 2011	NA	Decision Support System for the Management of Energy Use, Contracting and Capital Investments for Facilities
United States	8,583,531	Nov 23, 2011	Nov 12, 2013	Decision Support System for the Management of Energy Use, Contracting and Capital Investments for Facilities

PATENT REEL: 045373 FRAME: 0437

RECORDED: 03/28/2018