

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4992444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	IDEALAB	03/05/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	UBERMEDIA, INC.	
<b>Street Address:</b>	130 W. UNION ST.	
<b>City:</b>	PASADENA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	91103	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8674527
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	6266854991	
<b>Email:</b>	ANDREW@IDEALAB.COM	
<b>Correspondent Name:</b>	ANDREW NAGLESTAD	
<b>Address Line 1:</b>	130 W. UNION ST.	
<b>Address Line 4:</b>	PASADENA, CALIFORNIA 91103	
<b>NAME OF SUBMITTER:</b>	ANDREW S. NAGLESTAD	
<b>SIGNATURE:</b>	/ANDREWSNAGLESTAD/	
<b>DATE SIGNED:</b>	06/05/2018	
<b>Total Attachments: 9</b>		
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**PATENT**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of March 5, 2018 (the "Effective Date"), by and between Energy Vault, Inc. (Buyer) and Idealab ("Seller").

WHEREAS, Seller has certain products and services under the name "Energy Cache" (the "Business") and Buyer desires to buy the assets of such Business on the terms set forth in this agreement. Accordingly, the parties hereby agree as follows:

### Article I. Purchase and Sale of Assets

Section 1.01 Purchase and Sale of Assets. Seller hereby sells, conveys, transfers and assigns to Buyer, and Buyer hereby purchases from Seller, effective as of the Closing, all of Seller's right, title and interest in and to all of the intellectual property assets, tangible and intangible, necessary or useful for the operation of the Business which were acquired by Seller from Energy Cache, Inc. and as specified on Exhibit 1 (the "Acquired Assets").

Section 1.02 No Assumption of Liabilities. The parties acknowledge and agree that Buyer shall not assume or be obligated to perform any liabilities or obligations of Seller or the Business, whether fixed, accrued or contingent, known or unknown, whether presently in existence or arising hereafter and including, without limitation, any sales or other taxes resulting from the acquisition of assets under this Agreement (collectively, the "Liabilities"), and Seller agrees to pay all of the Liabilities when due.

Section 1.03 Purchase Price. In consideration for the sale of the Acquired Assets and the other transactions contemplated hereby, Buyer will, at Closing, (a) pay to Seller \$15,000.00 in cash and (b) issue to a wholly-owned subsidiary of Seller, Idealab Holdings, LLC, 150,000 shares of its Common Stock under the form of Stock Purchase Agreement attached hereto as Exhibit 2.

Section 1.04 The Closing. The closing of this asset purchase (the "Closing") shall take place concurrently with the execution of this Agreement via the electronic exchange of documents and signatures, or at such other time and place as the parties may mutually agree upon. At the Closing, Seller shall deliver to Buyer (i) the Acquired Assets; (ii) the Bill of Sale and Assignments set forth in Exhibit 3, and (ii) any other documents or instruments, including assignments of intellectual property rights, as are reasonably requested by Buyer or otherwise required to consummate the transactions contemplated hereby.

### Article II. Representations and Warranties

Section 2.01 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization; Authority; Binding. Seller is a corporation duly organized, validly existing and in good standing under the laws of California. Seller has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, and all action on its part necessary for such execution, delivery and performance has been duly taken. The execution and delivery by Seller of this Agreement does not, and the performance and consummation of the transactions contemplated by this Agreement will not, result in any conflict with, breach or violation of or default under any contract or other instrument to which Seller is bound (including its certificate of incorporation or other governing documents). Upon due execution and delivery by Seller, this Agreement will be legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) Acquired Assets. Seller owns the Acquired Assets free and clear of all encumbrances including, without limitation, security interests, prior assignments, claims, options, leases, licenses, liens, charges and other restrictions (collectively, "Encumbrances"), and upon consummation of the transactions contemplated hereby, Buyer shall receive good and marketable title to the Acquired Assets free and clear of all Encumbrances (other than Encumbrances created by Buyer). Seller has not received any notice or claim from any third party alleging that the Acquired Assets, including as used, performed, displayed or marketed by Seller, infringes on any patent, trademark, copyright or other proprietary or intellectual property right of any third party.

Section 2.02 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware. Buyer has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, and all corporate action on its part necessary for such execution, delivery and performance has been duly taken. The execution and delivery by Buyer of this Agreement, and the performance and consummation of the transactions contemplated by this Agreement and the other agreements referenced herein to which it is a party will not, result in any conflict with, breach or violation of or default under any contract or other instrument to which Buyer is bound (including its certificate of incorporation or other governing documents. Upon due execution and delivery by Buyer, this Agreement will be legal, valid and binding obligation, enforceable against Buyer in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) As-Is. Except as specifically set forth in this Agreement, Buyer shall take title to the Acquired Assets without representations or warranties of any kind, express or implied, being given by the Seller, including concerning value, non-infringement, condition or fitness of purpose for any use thereof. Buyer is acquiring the Acquired Assets as a result of its own investigations and is not buying the Acquired Assets pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction or on behalf of Seller.

### Article III. Miscellaneous

Section 3.01 Survival and Indemnification. All representations and warranties of the parties in this Agreement shall survive the execution, delivery and performance of this Agreement. Each party shall indemnify and hold harmless the other party and its representatives and agents against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, remedies and penalties, including interest, penalties and reasonable attorneys' fees and expenses that the indemnified party shall incur or suffer (collectively, "Claims"), and which arise from or are attributable to by reason of or in connection with any breach of any of the indemnifying party's representations or warranties contained in this Agreement. In addition, (i) Buyer shall indemnify and hold harmless Seller from any third party Claim arising in connection with Buyer's ownership or use of the Acquired Assets after the Closing; and (ii) Seller shall indemnify and hold harmless Buyer from any third party Claim arising in connection with Seller's ownership or use of the Acquired Assets prior to the Closing. The obligations of an indemnifying party under this section 3.01 shall be limited to the amount of the Purchase Price.

Section 3.02 Confidential Information. Seller shall keep confidential, and shall not disclose or otherwise use except for the benefit of Buyer with Buyer's consent, any confidential or proprietary information related to the Acquired Assets and the terms and conditions of this Agreement.

Section 3.03 Further Assurances. Each party, upon the request of the other, shall duly execute, acknowledge and deliver all such further assignments, transfers, conveyances, powers of attorney and assurances (or will cause to be done all and every such further acts) as may be required to more effectively convey, transfer to and vest in Buyer, and to put Buyer in possession of, any of the Acquired Assets and to otherwise give

effect to this Agreement. Upon Buyer's request, Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Buyer hereunder, including, (i) deliver to Buyer all documents and records related to the Acquired Assets, (ii) communicate to Buyer any facts known to Seller related to the Acquired Assets, and (iii) at Buyer's expense, testify in any legal proceeding, sign all lawful papers, and make all rightful oaths to aid Buyer to obtain and enforce proper patent and copyright protection for said Acquired Assets in all countries.

Section 3.04 Notices. Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery (including personal delivery by facsimile) or the third day after mailing by certified or registered mail, postage prepaid, to the parties at the address set forth on the signature page hereof.

Section 3.05 Entire Agreement; Modifications; Waiver. This Agreement and the exhibits and schedules hereto and the documents referred to herein between the parties hereto constitute the final, exclusive and complete understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements, understandings and discussions with respect thereto. No variation or modification of this Agreement and no waiver of any provision or condition hereof, or granting of any consent contemplated hereby, shall be valid unless in writing and signed by the party against whom enforcement of any such variation, modification, waiver or consent is sought. The rights and remedies available to the parties hereto pursuant to this Agreement and all exhibits hereunder shall be cumulative.

Section 3.06 Governing Law; Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts between California residents made and to be performed entirely within the State of California.

Section 3.07 Expenses. Except as otherwise expressly set forth herein, each party shall be responsible for its own expenses (including legal fees) incurred in connection with this Agreement and the transactions contemplated hereby. Seller shall be responsible for any and all sales, transfer, use, and other taxes and fees that may become due or payable as a result of the sale, conveyance, assignment, transfer or delivery of the Acquired Assets.

Section 3.08 Severability. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, or unreasonable or excessive in scope or duration with the result that such provision (or portion thereof) as drafted is void or unenforceable, such provision shall be deemed to be reformed to the minimum extent necessary so that such provision as reformed may and shall be legally enforceable. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, and cannot be reformed and made enforceable as provided in the immediately preceding sentence, the remaining provisions will remain in full force and effect.

Section 3.09 Attorneys' Fees. In the event of any suit or other proceeding to construe or enforce any provision of this Agreement or any other agreement to be entered into pursuant hereto, or otherwise in connection with this Agreement, the prevailing party's or parties' reasonable attorney's fees and costs (in addition to all other amounts and relief to which such party or parties may be entitled) shall be paid by the other party or parties.

Section 3.10 Counsel. Each party to this Agreement acknowledges that: (i) the party had the advice of, or sufficient opportunity to obtain the advice of, legal counsel separate and independent of legal counsel for any other party hereto; (ii) the terms of the transaction contemplated by this Agreement are fair and reasonable to such party; and (iii) such party has voluntarily entered into the transaction contemplated by this Agreement without duress or coercion. Each party agrees that no conflict, omission or ambiguity in this Agreement, or the interpretation thereof, shall be presumed, implied or otherwise construed against any other party to this Agreement on the basis that such party was responsible for drafting this Agreement.

Section 3.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Agreement by facsimile or e-mailed .pdf files of scanned copies or the like bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

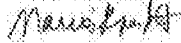
*[signature page follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be duly executed on its or his behalf as of the date above first written.

BUYER

ENERGY VAULT, INC.

DocuSigned by:



Marcia Goodstein, President

Address: 130 W. Union St.  
Pasadena, CA 91103

SELLER

IDEALAB

DocuSigned by:



Address: 130 W. Union St.  
Pasadena, CA 91103

## EXHIBIT 1: ACQUIRED ASSETS

### Intellectual Property of the Business

Business is the "Energy Cache" business of developing technology for grid-scale energy storage applications.

#### 1. Patents:

##### US Patent:

Apparatuses and Methods for Energy Storage

Patent no.: 8,674,527

Issue date: March 18, 2014

ENCA.001A

##### US Provisional Patent Applications:

Energy Storage System

Serial no.: 61/395,994

Filing date: May 20, 2010

Energy Storage System and Method

Serial no.: 61/458,754

Filing date: Dec 1, 2010

Rapid Container Dumping System

Serial no.: 61/578,771

Filing date: Dec. 21, 2011

##### PCT application:

Int'l appl. no.: PCT/US2011037252

Int'l filing date: May 19, 2011

##### Intellectual Ventures Patent/Applications in which EC has had interest:

Method and apparatus for storing energy

Patent no.: 8,456,028

Issue date: June 4, 2013

Method and apparatus for removal of harmonic noise

Serial no.: 13/367,195

Filing date: Feb. 6, 2012

Method and apparatus for storing energy

Patent no.: 8,519,556

Issue date: August 27, 2013

Method and apparatus for removal of harmonic noise

Serial no.: 13/663,766

Filing date: Oct. 30, 2012

METHOD AND APPARATUS FOR STORING ENERGY

Patent no.: 8,686,578

Issue date: April 1, 2014

METHOD AND APPARATUS FOR STORING ENERGY

Patent no.: 8,829,697

Issue date: September 9, 2014



2. **Website Content:** All photos, images, files and copy directly related to the Business.
3. **Software:** All source code, object code and related documentation, libraries, algorithms, designs, graphics, documentation, or other materials, including all updated versions, earlier works, derivative works, variations, and any and all copies of such as related to the Business.
4. All other tangible and intangible intellectual property of every kind, character or description, owned by Seller and used or held for use in connection with the Business, whether or not similar to the items specifically set forth above.

EXHIBIT 2: Stock Purchase Agreement

EXHIBIT 3: Bill of Sale and Assignment