

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM A. MALKES	07/19/2018
WILLIAM S. OVERSTREET	07/12/2018
JEFFERY R. PRICE	07/11/2018
MICHAEL J. TOURVILLE	07/12/2018
RECEIVING PARTY DATA	
Name:	GRIDSMART TECHNOLOGIES, INC.
Street Address:	10545 HARDIN VALLEY ROAD
City:	KNOXVILLE
State/Country:	TENNESSEE
Postal Code:	37932
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62544499
Application Number:	16030396
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	GRID-001 GRID-001P
NAME OF SUBMITTER:	EILEEN BOWEN
SIGNATURE:	/Eileen Bowen/
DATE SIGNED:	07/19/2018
Total Attachments: 1	

ASSIGNMENT

THIS ASSIGNMENT, by William A. Malkes, William S. Overstreet, Jeffery R. Price, and Michael J. Tourville (hereinafter referred to as the Assignors), witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements, which are described in United States provisional patent application 62/544,499 entitled System and Method of Adaptive Controlling of Traffic Using Camera Data and filed August 11, 2017; and United States patent application 16/030,396 entitled System and Method of Adaptive Controlling of Traffic Using Camera Data and filed July 9, 2018;

WHEREAS, Gridsmart Technologies, Inc. a body having corporate powers under the laws of Delaware and having a principal place of business at 10545 Hardin Valley Road, Knoxville, TN 37932 (hereinafter referred to as the Assignee), is desirous of obtaining the entire right, title and interest in and to said inventions and said applications for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefore and thereon, and to any and all improvements which are disclosed in said applications for Letters Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto said Assignee the entire right, title, and interest in, to, and under said inventions; said applications for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said applications; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title, and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

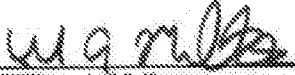
2. Said Assignors hereby warrant and represent that, at the time of execution and delivery of these presents, said Assignors were the lawful owners of the entire right, title, and interest in and to said inventions and said applications for Letters Patent, and that the same had not entered into any assignment, contract or understanding in conflict herewith.

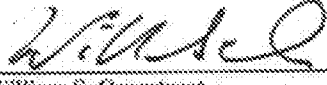
3. Said Assignors hereby covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title, and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) that are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) that are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said applications, any applications which are a division, continuation, or continuation-in-part of said applications, any reissue application for any Letters Patent granted on said applications, or for any interference proceeding involving said applications or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said applications, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings, and court actions.

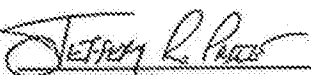
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns, and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives, and assigns.

5. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the Assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the date noted below.


 William A. Malkes
 7/19/18
 Date


 William S. Overstreet
 7/19/18
 Date


 Jeffery R. Price
 7/11/18
 Date


 Michael J. Tourville
 7/12/18
 Date

PATENT