

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5170353

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTEGRAL ANALYTICS, INC	10/01/2018
RECEIVING PARTY DATA		
Name:	BMO HARRIS BANK N.A., AS AGENT	
Street Address:	115 SOUTH LASALLE STREET, 20W	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	8364609	
Patent Number:	8019697	
Patent Number:	8706650	
Application Number:	14169577	
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>		
Email:	emily.klump@clarivate.com	
Correspondent Name:	NANCY A. ZARAZUA	
Address Line 1:	111 WEST MONROE STREET	
Address Line 2:	CHAPMAN AND CUTLER LLP	
Address Line 4:	CHICAGO, ILLINOIS 60603	
NAME OF SUBMITTER:	EMILY KLUMP	
SIGNATURE:	/Emily Klump/	
DATE SIGNED:	10/02/2018	
Total Attachments: 6		
source=integralanalytics#page1.tif		
source=integralanalytics#page2.tif		
source=integralanalytics#page3.tif		
source=integralanalytics#page4.tif		

source=integralanalytics#page5.tif

source=integralanalytics#page6.tif

PATENT COLLATERAL AGREEMENT

This 1st day of October, 2018, Integral Analytics, Inc., an Ohio corporation (“*Debtor*”) with its principal place of business and mailing address at 2401 East Katella Avenue, Suite 300, Anaheim, California 92806, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association (“*BMO Harris*”), with its mailing address at 115 South LaSalle Street, 20W, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Patent Collateral*”):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other parties thereto, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

INTEGRAL ANALYTICS, INC.

By Thomas D. Brisbin
Name Thomas D. Brisbin
Title Chairman of the Board

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name: Michael Gift
Title: Director

[Signature Page to Patent Collateral Agreement]

PATENT
REEL: 047186 FRAME: 0805

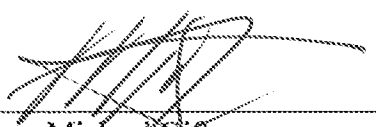
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

INTEGRAL ANALYTICS, INC.

By _____
Name Thomas D. Brisbin
Title Chairman of the Board

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By  _____
Name: Michael Giff
Title: Director

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

Country	Appl. No.	Appl. Date	Patent No.	Grant Date	Title	Status
United States of America	12/687827	1/14/2010	8364609	1/29/2013	OPTIMIZATION OF MICROGRID ENERGY USE AND DISTRIBUTION	Granted
United States of America	12/915870	10/29/2010	8019697	9/13/2011	OPTIMIZATION OF MICROGRID ENERGY USE AND DISTRIBUTION	Granted
United States of America	13/080541	4/5/2011	8706650	4/22/2014	OPTIMIZATION OF MICROGRID ENERGY USE AND DISTRIBUTION	Granted
United States of America	14/169577	1/31/2014			OPTIMIZATION OF MICROGRID ENERGY USE AND DISTRIBUTION	Pending