

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5285617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHARP ELECTRONICS CORPORATION	11/06/2018
RECEIVING PARTY DATA	
Name:	NANTENERGY, INC.
Street Address:	9920 JEFFERSON BLVD.
City:	CULVER CITY
State/Country:	CALIFORNIA
Postal Code:	90232
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	8359125
Patent Number:	8473107
Patent Number:	8725303
Patent Number:	9069361
Patent Number:	9122285
Patent Number:	8989909
Patent Number:	8751054
Patent Number:	9081043
Patent Number:	9153965
Patent Number:	8774976
Patent Number:	8761949
Patent Number:	9002531
Patent Number:	9847643
Patent Number:	9727898
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<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:	703-770-7900
Email:	BARBIE.BEAVERS@PILLSBURYLAW.COM

Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN, LLP
Address Line 1: PO BOX 10500
Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 085378-0000001

NAME OF SUBMITTER: BARBIE BEAVERS

SIGNATURE: /barbie beavers/

DATE SIGNED: 12/16/2018

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “**Assignment**”) is made as of this 6th day of November, 2018 (“**Effective Date**”), by **SHARP ELECTRONICS CORPORATION**, a New York corporation with a mailing address at 100 Paragon Dr. Montvale, NJ 07645 (“**Assignor**”), to **NANTENERGY, INC.**, a Delaware corporation (“**Assignee**”), with a mailing address at 9920 Jefferson Blvd., Culver City, CA 90232. All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 6, 2018 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all right, authorization, title, and interest in the Purchased Assets, free and clear of all Encumbrances (except for the Permitted Encumbrances), including the patents and patents applications set forth on **Exhibit A** attached hereto and incorporated herein by reference (the “**Transferred Patent Rights**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Assignment; and

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

1. Assignment. Assignor as of the Effective Date does hereby sell, assign, transfer, convey and deliver unto said Assignee and Assignee accepts Assignor’s entire right, title, and interest of every kind in and to the Transferred Patent Rights, and all divisions, renewals, continuations, and continuations-in-part thereof, and all extensions, substitutions, renewals, re-examinations, and reissues thereafter; the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which said Transferred Patent Rights are granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made, together with all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Transferred Patent Rights, including without limitation unpaid damages and payment for past, present, and future infringements of Transferred Patent Rights, and all rights to sue and recover damages and payments for past, present, and future infringements of the Transferred Patent Rights subject to the Cross-License restrictions of Assignee specified on **Exhibit A**, pursuant to the Purchase Agreement, including the right to fully and entirely replace Assignor in all matters related thereto.

2. Succession to Certain Rights. In furtherance of this instrument, Assignor hereby acknowledges that, from the Effective Date and from that date forward, Assignee has succeeded to all right, title, interest, and standing, throughout the world, of Assignor to: (a) receive all rights and benefits pertaining to the Transferred Patent Rights; (b) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all the Transferred Patent Rights subject to Cross-License restrictions of Assignee specified on **Exhibit A**, pursuant to the Purchase Agreement; (c) defend and comprise any and all such actions, suits, or proceedings relating to such Transferred Patent Rights; (d) file any foreign patent applications claiming priority to any Transferred Patents; and (e) do all other such acts and things in relation thereto as Assignee, in its sole discretion, deem advisable.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law; Dispute Resolution. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware (without reference to its principles of choice or conflict of laws). All disputes arising directly or indirectly out of this Assignment shall be fully resolved in accordance with Section 7.11 of the Purchase Agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Severability. If any provision of this Assignment, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such provisions as applied to other Persons, places and circumstances shall remain in full force and effect.

7. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, and any signatures delivered by e-mail or portable document format (.pdf), each of which shall be an original, shall have the same effect as if the signatures were upon the same instrument and delivered in person.

8. Further Assurances. Each of the parties hereto shall from time to time at the request, furnish the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Assignment and give effect to the transactions contemplated hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR
Sharp Electronics Corporation

ASSIGNEE
NantEnergy, Inc.

By: 

By: _____

Name: Tetsuji Kawamura

Name: _____

Title: Chairman

Title: _____

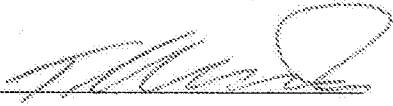
[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR
Sharp Electronics Corporation

ASSIGNEE
NantEnergy, Inc.

By: _____

By:  _____

Name: _____

Name: T. C. Ensign Jr.

Title: _____

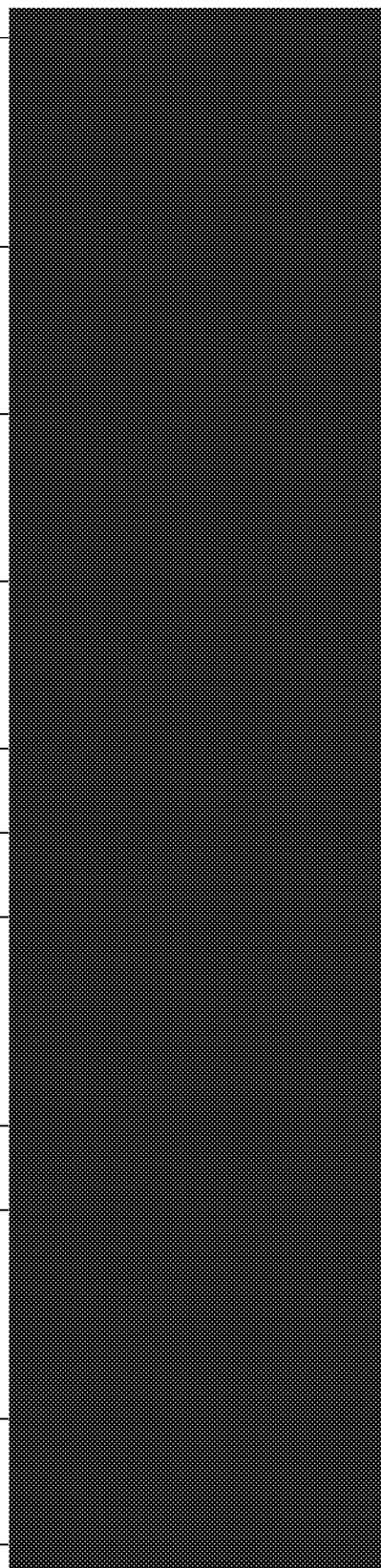
Title: CEO

[Signature Page to Patent Assignment Agreement]

Exhibit A

Listed Assigned Transferred Patent Rights

Title	Serial Number/ Patent Number	Issue Date	Next Annuities Due
ENERGY MANAGEMENT SYSTEM TO REDUCE THE LOSS OF EXCESS ENERGY GENERATION	US8359125	22-Jan-2013	22-Jul-2020
OFFERED ACTIONS FOR ENERGY MANAGEMENT BASED ON ANOMALOUS CONDITIONS	US8473107	25-Jun-2013	25-Dec-2020
SYSTEM AND METHOD FOR THE MULTI-DIMENSIONAL REPRESENTATION OF ENERGY CONTROL	US8725303	13-May-2014	13-Nov-2021
THERMOSTAT WITH SET POINT RANGE FEEDBACK	US9069361	30-Jun-2015	30-Dec-2018
VIRTUAL THERMOSTAT SYSTEM AND METHOD	US9122285	01-Sep-2015	01-Mar-2019
GRAPHICAL USER INTERFACE FOR THE MULTI-DIMENSIONAL REPRESENTATION OF ENERGY CONTROL	US8989909	24-Mar-2015	24-Sep-2018
ENERGY PREDICTION SYSTEM	US8751054	10-Jun-2014	10-Dec-2021
SYSTEM AND METHOD FOR CALCULATING POWER USING CONTACTLESS VOLTAGE WAVEFORM SHAPE SENSOR	US9081043	14-Jul-2015	14-Jan-2019
SYSTEM AND METHOD FOR ENERGY STORAGE MANAGEMENT	US9153965	06-Oct-2015	06-Apr-2019



METHOD AND SYSTEM FOR REDUCING PEAK LOAD CHARGE ON UTILITY BILL USING TARGET PEAK LOAD AND COUNTERMEASURES	US8774976	08-Jul-2014	08-Jan-2022
METHOD AND SYSTEM FOR MITIGATING IMPACT OF MALFUNCTION IN ACTUAL LOAD DETERMINATION ON PEAK LOAD MANAGEMENT	US8761949	24-Jun-2014	24-Dec-2021
A SYSTEM AND METHOD FOR PREDICTIVE PEAK LOAD MANAGEMENT VIA INTEGRATED LOAD MANAGEMENT	US9002531	07-Apr-2015	07-Oct-2018
SYSTEM AND METHOD FOR MANAGING AC POWER USING AUXILIARY DC-TO-AC INVERSION	US9847643	19-Dec-2017	19-Jun-2021
SYSTEM AND METHOD FOR MANAGING BATTERY DISCHARGE DURING CRITICAL PEAK PRICING INTERVALS	US9727898	08-Aug-2017	08-Feb-2021

