## 505259538 01/02/2019 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5306310

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	Υ DATA			
		Name	Execution Date	
GREEN PLUG, INC.			12/31/2018	
RECEIVING PARTY	DATA			
Name:	ALPHA	ALPHAGUARDIAN NETWORKS, LLC.		
Street Address:	111 DE	111 DEERWOOD ROAD		
City:	SAN R	SAN RAMON		
State/Country:	CALIFO	CALIFORNIA		
Postal Code:	94583	94583		
PROPERTY NUMBE Property Ty Patent Number:		<b>Number</b> 7602079		
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## Patent Swap Agreement

The parties to this Agreement are Frank Paniagua, Jr. (hereinafter "Paniagua") a private individual residing in San Ramon, CA and Alpha Guardian Networks, LLC, (hereinafter "Alpha Guardian") a California Limited Liability Company located in San Ramon, CA.

Whereas the parties to this Agreement executed a certain Assignment of Patent Ownership Rights (herein after referred to as the "Assignment") dated June 8, 2016 and,

Whereas the Assignment covered the transfer of patent US 7,816,808 (herein after "the '08 Patent") and,

Whereas the parties to this Agreement executed a certain Settlement Agreement which involved the creation of a Secured Promissory Note (hereinafter referred to as the "Note") as consideration for the '08 Patent, and

Whereas Paniagua is the owner of US Patent 7,602,079 (hereinafter "the '79 Patent), and

Whereas Paniagua is now desirous to re-acquire the '08 Patent from Alpha Guardian, and

Whereas Alpha Guardian is now desirous to acquire the '79 Patent from Paniagua, and

Whereas, the parties have agreed that the '08 Patent and the '79 Patent each have a defined value of \$20,000

Now therefore, both parties agree as follows:

- 1. Alpha Guardian shall acquire the '79 Patent from Paniagua with the full consideration price being a swap of the '08 Patent and its Note payable to Paniagua.
- 2. Paniagua shall acquire the '08 Patent from Alpha Guardian with the full consideration price being a swap of the '79 Patent from Paniagua to Alpha Guardian
- 3. Alpha Guardian shall deliver to Frank Paniagua a new Secured Promissory Note (the "New Note") which establishes a 2-year payment for a total of \$20,000 plus interest at the rate of 5% for the '79 Patent. The existing Note for payment of \$20,000 for the '08 Patent by Alpha Guardian to Paniagua is cancelled and no payment shall be owed on the '08 Patent.
- 4. This Agreement contains the Entire Agreement between the parties and supercedes any agreements, whether written or oral between the parties.
- 5. This Agreement is binding upon the parties and both parties agree that, should any dispute arise in connection with the New Note, any such dispute will be adjudicated in arbitration with the Judicial Arbitration Mediation Service in Walnut Creek, CA.
- 6. This Agreement is binding to all laws in Contra Costa County in the State of California and should any part of this Agreement be found to be in violation of such laws, the rest of the Agreement shall continue in full force an effect.

The parties having agreed to all the provisions of this Agreement this 31<sup>st</sup> of December, 2018 have affixed their signatures below.

----- DocuSigned by: Rabert Hunter

Robert R. Hunters CEO, Alpha Guardian Networks

Frank Paniagua, Jr

Frank Paniaguanosra91477...

PATENT REEL: 047885 FRAME: 0189 For good value, the undersigned jointly and severally promises to pay to the order of Frank Paniagua, Jr. the sum of Twenty Thousand and no/100's (\$20,000) Dollars, together with interest at the rate of 5% simple interest per annum on the unpaid balance. This Promissory Note shall be secured by U.S. Patent 7,602,079 until such time it is fully paid. Payment for this note in the following manner:

Payments of \$877 per month shall begin on January 5, 2019 and shall continue monthly thereafter until paid in full. Payments shall be first applied to interest and the balance to principal. This note may be prepaid at any time, in whole or in part, without penalty. This note shall, at the option of any holder hereof, be due and payable upon the:

1. Failure to make any payment within 15 days of its due date.

2. Breach of the security interest granted as collateral security for this note.

3. Filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

Payments shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, shall remain fully bound until this note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and be governed and enforced in accordance with the laws of the State of California.

Dated: December 31, 2018

By: Robert R. Hunter	Frank Paniagua, Jr
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## PATENT REEL: 047885 FRAME: 0190

**RECORDED: 01/02/2019**