

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5313241

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HEAT ASSURED SYSTEMS, LLC	12/09/2014
RECEIVING PARTY DATA		
Name:	POWERMAESTRO, INC.	
Street Address:	20209 CREEKSPRING COURT	
City:	PURCELLVILLE	
State/Country:	VIRGINIA	
Postal Code:	20132	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9735613
CORRESPONDENCE DATA		
Fax Number:	(703)563-0600	
<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)757-7880	
Email:	pto@muirpatentlaw.com	
Correspondent Name:	MUIR PATENT LAW, PLLC	
Address Line 1:	P.O. BOX 1213	
Address Line 4:	GREAT FALLS, VIRGINIA 22066	
ATTORNEY DOCKET NUMBER:	LET-102	
NAME OF SUBMITTER:	PATRICK MUIR	
SIGNATURE:	/Patrick Muir/	
DATE SIGNED:	01/08/2019	
Total Attachments: 2		
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INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("Agreement") is made as of December 9, 2014 ("Effective Date") between PowerMaestro, Inc. ("Assignee"), a corporation duly registered in the Commonwealth of Virginia, and Heat Assured Systems, LLC and its Managers ("Assignor"), a limited liability company registered in the Commonwealth of Pennsylvania. In consideration of the mutual promises and covenants contained in this Agreement, and the Intention to Transfer Ownership of Patent and Patent Applications to "NewCo", subsequently registered as PowerMaestro, Inc., signed by the Managers of Assignor on September 30, 2014, the parties agree as follows:

1. Assignment. Assignor, by its duly appointed undersigned Managers, hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, on the Effective Date, all of Assignor's full and exclusive rights, titles and interests in and to the Assigned Property. "Assigned Property" means the property listed in Exhibit A, consisting of one patent and two patent applications, and all Intellectual Property regardless of form, and Intellectual Property Rights (defined as all rights in, arising out of, or associated with Intellectual Property in any jurisdiction) forming a part of, embodied in, or necessary for use of the property. The rights, titles and interests conveyed in this Assignment are to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made. No other assets or liabilities of Heat Assured Systems, LLC shall transfer pursuant to this Agreement.

2. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will compensate Assignor and its Members in accordance with the "Heat Assured Systems, Inc. Member Assignment of Patent Rights" documents that have been signed by the Members and are incorporated into this agreement by reference.

3. Confidentiality. Assignor will not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor will take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information.

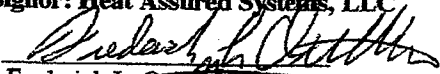
4. Assurances. Assignor further agrees, upon request but at no expense to Assignor, to effectuate the transfer of the Assigned Property to Assignee and the vesting of complete and exclusive ownership of the Assigned Property by Assignee by: (a) executing, verifying, acknowledging and delivering all such further forms and papers, including patent applications and instruments of transfer, and (b) performing such other acts as Assignee lawfully may request to obtain or maintain any Patent(s) issued for the invention(s) in any and all countries.

5. Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Loudoun County, Virginia.

6. Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties that have not been incorporated into this agreement by reference.

Assignor: Heat Assured Systems, LLC

By:

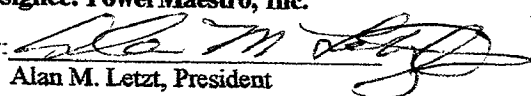

Frederick L. Ortlieb, Manager

By:

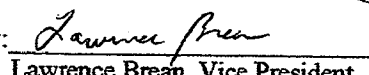

Alan M. Letzt, Manager

Assignee: PowerMaestro, Inc.

By:


Alan M. Letzt, President

By:


Lawrence Brean, Vice President

PATENT

REEL: 047925 FRAME: 0375

EXHIBIT A

ASSIGNED PROPERTY

1. U.S. Patent Number 6,708,083, dated March 16, 2004, titled "Low-Power Home Heating or Cooling System".
2. U.S. Patent Application Number 20120046798, filed August 19, 2012 and titled "Systems and Methods for Power Demand Management".
3. International Application Published under the Patent Cooperation Treaty, signed by Assignor on November 19, 2012, International Publication Number WO2014/078838 A2, filed November 19, 2012, titled "Systems and Methods for Controlling a Supply of Electric Energy".
4. All Heat Assured Systems, LLC trademarks, service marks, Internet domain names, copyrights, trade secrets, and other intellectual property that had been the property of Assignor.