

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5417905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KLD ENERGY NANO-GRID SYSTEMS, INC.	03/11/2019
RECEIVING PARTY DATA	
Name:	POWERUP NES LLC
Street Address:	36 W. BEAUREGARD
Internal Address:	SUITE 400
City:	SAN ANGELO
State/Country:	TEXAS
Postal Code:	76903
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10100623
Application Number:	15191072
Application Number:	15191136
CORRESPONDENCE DATA	
Fax Number:	(312)655-1501
<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:	312.655.1500
Email:	pto-chi@huschblackwell.com
Correspondent Name:	GERALD T. SHEKLETON
Address Line 1:	120 S. RIVERSIDE PLAZA
Address Line 2:	SUITE 2200
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	527825-83; 84; 85
NAME OF SUBMITTER:	GERALD T. SHEKLETON
SIGNATURE:	/Gerald T. Shekleton/
DATE SIGNED:	03/12/2019
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 11, 2019, is made by and between KLD Energy Nano-Grid Systems, Inc., a Texas corporation having an address at , 30613 Chi Chi Dr., Georgetown, TX 78628, United States (the "Assignor") and Powerup NES LLC, a Texas corporation having an address at 36 W. Beauregard, suite 400 San Angelo, Texas 76903 (the "Assignee").

WITNESSETH:

WHEREAS, KLD Energy Nano-Grid Systems, Inc. and Powerup NES LLC entered into an Agreement (the agreement as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Patents and Patent Applications listed in Transferred Patents hereto (the "Assigned Patents").

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Patents, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Patents before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Patents, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; (d) the right to claim priority to any of the Assigned Patents, including pursuant to the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purposes; (e) all rights to prosecute and perfect the foregoing through administrative prosecution, registration, recordation, or other proceeding, and all causes of action and rights to sue or seek other remedies arising from or relating to the foregoing, including for any past or ongoing infringement, misuse, or misappropriation; and (f) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. Entire Agreement. This Agreement and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Separation Agreements, which govern the parties' rights and interests in the Assigned Patents. In the event of a conflict between this Agreement and the Separation Agreements, the terms of the Separation Agreements shall govern.

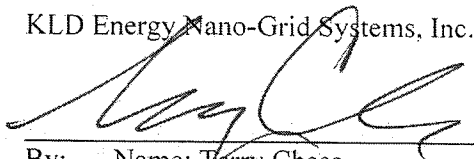
Section 3. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

KLD Energy Nano-Grid Systems, Inc.

A handwritten signature in black ink, appearing to read 'Terry Chase', is written over a horizontal line.

By: Name: Terry Chase

Title: Authorized Stockholder Representative

Transferred Patents

Country	Title	App. No.	Filing Date	Patent No.	Issue Date
United States	INTRA-STROKE CYCLE TIMING FOR PUMPIACK FLUID PUMPING	15/191,042	06/23/2016	10,100,623	10-16-2018
United States	DETECTION AND MITIGATION OF DETRIMENTAL OPERATING CONDITIONS DURING PUMPIACK PUMPING	15/191,072	06/23/2016		
United States	ELECTRIC MOTOR CONTROL FOR PUMPIACK PUMPING	15/191,136	06/23/2016		

PATENT

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RECORDED: 03/12/2019