PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MILES PAINE	10/16/2017
WILL DICKINSON	10/13/2017
JUSTIN MOORE	10/12/2017
JOHN SAUNDERS	10/12/2017
BOBBY FERRICK	10/12/2017
BILL BROWN	10/13/2017
JEFF COURLISS	10/12/2017

RECEIVING PARTY DATA

Name:	POWERSECURE, INC.
Street Address:	1609 HERITAGE COMMERCE COURT
City:	WAKE FOREST
State/Country:	NORTH CAROLINA
Postal Code:	27587

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	15788324
Application Number:	15788489
Application Number:	15788521
PCT Number:	US1757300

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 17035.303.1

PATENT REEL: 049209 FRAME: 0475

505481666

NAME OF SUBMITTER:	SUSAN D. WRIGHT	
SIGNATURE:	/Susan D. Wright/	
DATE SIGNED:	05/17/2019	
Total Attachments: 11		
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source=2017-10-19 17035.303.1-4 Assignment#page11.tif

PATENT REEL: 049209 FRAME: 0476

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Miles PAINE 1209 Manitou Road Santa Barbara, CA 93101

USA

Justin MOORE 232 Sunset Bluffs Fuquay Varina, NC 27526

USA

Bobby FERRICK 3805 Tyler Bluff Lane Raleigh, NC 27616

USA

Jeff COURLISS 113 Adventure Trail Cary, NC 27513 USA Will DICKINSON 2614 Maxine Drive High Point, NC 27265

USA

John SAUNDERS 270 Misty Valley Trail Franklin, NC 28734

USA

Bill BROWN 1411 Beeler Road Apt. #9106

Raleigh, NC 27607

USA

(each, hereinafter, "<u>Assignor</u>") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "<u>Invention</u>"), for a full description of which reference is here made to the following patent properties:

U.S. App. No.: 15/788,324 (to be inserted after filing)

Titled: MODULAR POWER GENERATION FACILITIES USING SHIPPING

CONTAINER-BASED MODULES

Inventors: Miles PAINE, Justin MOORE, Bobby FERRICK, Jeff COURLISS, Will

DICKINSON, John SAUNDERS, and Bill BROWN

Filed on: October 19, 2017 (to be inserted after filing)

PCT App. No.: PCT/US17/57300 (to be inserted after filing)

Titled: MODULAR POWER GENERATION FACILITIES USING SHIPPING

CONTAINER-BASED MODULES

Inventors: Miles PAINE, Justin MOORE, Bobby FERRICK, Jeff COURLISS, Will

DICKINSON, John SAUNDERS, and Bill BROWN

Filed on: October 19, 2017 (to be inserted after filing)

(hereinafter "Patent Properties");

WHEREAS,

PowerSecure, Inc. 1609 Heritage Commerce Court Wake Forest, NC 27587 USA

(hereinafter "<u>Assignee</u>") is desirous of acquiring all rights, title, and interests in, to, and under the Invention and the Patent Properties, and in, to, and under any and all patents that have been or may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all past, present and future right, title, and interest in, to and under:

- The Invention;
- The right and authorization to file any application for the Invention;
- Any and all applications for patent for the Invention that may be or have been filed in any and all countries, including the Patent Properties;
- Any and all patents that may be or have been obtained for the Invention in any and all countries;
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- Any application claiming priority to any of the foregoing;
- Any application from which any of the foregoing claims priority; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including
 any right to sue for patent infringement, and any copyright in any embodiment of an Invention and
 any derivative right thereof,

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Each Assignor hereby acknowledges that any and all Invention Rights related to any Invention already may have been under obligations of assignment already to Assignee and in fact may have already been assigned to Assignee, and that this "Assignment of Invention Rights" (hereinafter "Assignment") is being duly executed for at least the purposes of public recordation with the USPTO of Assignee's rights, title, and interests in the Invention Rights.

Each Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee in connection herewith.

Effective with respect to each Invention at least as early as the time of conception of each such Invention, each Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which such Assignor might be entitled

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under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from such Assignor.

Each Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority and the right to file for patent.

Each Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from such Assignor.

Each Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and such Assignor has reviewed and understood the contents of the Patent Properties.

Finally, each Assignor hereby authorizes and requests the Director of the United States Patent & Trademark Office to issue any patent included within the Invention Rights to Assignee.

This Assignment is governed by and shall be construed in accordance with the laws of North Carolina.

[Signature Pages Follow]

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This the 16th day of October.	2017
Assignor	(Signature)
Miles PAINE	(Printed Name)
Witness #) Signature	Witness /2 Signature
BONNIE 40 Witness #1 Name (print)	Vames McDonald Witness #2 Name (print)
1200 MANITOU RD Witness #1 Address Line 1	P.O. Box 486 Witness #2 Address Line I
SANTA BARBARA CA 93101 Witness #1 Address Line 2	Forest Grove, PA. 18922 Witness #2 Address Line 2

This the 13th day of October,	2017
Assignor Will Dut	(Signature)
Will DICKINSON	(Printed Name)
James Land	(A Sile
Witness #1 Signature Amelia Wan	Witness #2 Signature DW/GHT D. WELLS
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Witness #1 Address Line 1 High Point NC 27265	Witness #2 Address Line 1 WAKE FOMEST, W. 27587
Witness #1 Address Line 2	Witness #2 Address Line 2

This the	day of <u>Octobe</u>	r, 2017_	
Assignor	AMU	and the second s	(Signature)
Justin M	IOORE		(Printed Name)
J.C.		mil	
Witness #1 Signature		Witness #2 Signature	
Jeff Courts	£	Robert Ferr	;ck
Witness #1 Name (print)		Witness #2 Name (prin	it)
113 Adverture	- Tel	\$805 Tylar	310A La
Witness #1 Address Line	2]	Witness #2 Address Li	ne 1
Cary, NC 275	513	Raligh, N	C 27616
Witness #1 Address Line	2	Witness #2 Åddress Li	

This the 12 day of October,	2017
Assignor John 1. Samble	(Signature)
John SAUNDERS	(Printed Name)
Man A May C Witness #1 Signature	Witness #2 Signature
Witness #1 Signature Intuan M. Maynard Witness #1 Name (print)	DALE ROVTH Witness #2 Name (print)
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27405 Witness #1 Address Line 2	CLIMAX, N.C. 27233 Witness #2 Address Line 2

This the 12th day of October,	2017
Assignor Maff ful	(Signature)
Bobby FERRICK	(Printed Name)
Witness #1 Signature	Witneys #2 Signature
Set Cowliss Witness #1 Name (print)	Lustin Moore Witness #2 Name (print)
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Witness #1 Address Line 2	Fryngy Varlag MC, 27526 Witness #2 Address Line 2

This the	2017
Assigner BU Bran	(Signature)
Bill BROWN	(Printed Name)
Dul-	Hell
Witness #1 Signature	Witness #2 Signature
DWIGHT D. WELLS	David B. Steveta
Witness #1 Name (print)	Witness #2 Name (print)
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WAKE FORET, No 27587	Robert NC 27617
Witness #1 Address Line 2	Witness #2 Address Line 2

This the 12th	day of October	, 2017	
Assignor	LUL	ä	(Signature)
Jeff CO	URLISS	ė	(Printed Name)
Withess#1 Signature	<u>^</u>	MAR	
Justin Mo	oce		Ferrick
Witness #1 Name (print)		Witness #2 Nam	e (print) Vier Bloff La
Witness #1 Address Line		Witness #2 Add	ress Line 1
Luga Varing Witness #1 Address Line	hc 27 52 6	Raleigh Witness #2/Addi	. N C 27616 ress Line 2

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Inver	ntion Rights as set forth above.
This the day of October_	2017.
PowerSecure Inc	(Assignee)
Ву:	(Signature)
CHRISTOPHER T. HUTTE	(Printed Name)
COO AND CFO	(Representative Title)
Witness #1 Signature	Witness #2 Signature
Brandon Foster	WILLIAM CODY FORNESS
Witness #1 Name (print)	Witness #2 Name (print)
203 Corgno Lane	6413 BARTON PINES RD.
Witness #1 Address Line 1	Witness #2 Address Line 1
Youngsville, NC 27596 Witness #1 Address Line 2	RALEIGH NC 27614
Witness #1 Address Line 2	Witness #2 Address Line 2