

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5711454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALVA INVESTMENTS LLC	08/30/2019
RECEIVING PARTY DATA	
Name:	ONLINE ENERGY MANAGER LLC
Street Address:	209 EXCALIBUR DRIVE
City:	NEWTOWN SQUARE
State/Country:	PENNSYLVANIA
Postal Code:	19073
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8660702
Application Number:	62357463
Application Number:	15635878
CORRESPONDENCE DATA	
Fax Number:	
<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:	2158934956
Email:	mmullineaux@astorweiss.com
Correspondent Name:	WILLIAM MARK MULLINEAUX
Address Line 1:	200 SOUTH BROAD ST.
Address Line 2:	SUITE 600
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102
ATTORNEY DOCKET NUMBER:	40964
NAME OF SUBMITTER:	WILLIAM MARK MULLINEAUX
SIGNATURE:	/WMMULLINEAUX/
DATE SIGNED:	09/10/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 8	
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source=Settlement Agreement and General Release for Filing with USPTO to show ownership whit OEM#page2.tif	

source=Settlement Agreement and General Release for Filing with USPTO to show ownership whit OEM#page3.tif
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SETTLEMENT AGREEMENT AND GENERAL RELEASE

Settlement Agreement and General Release (the "Agreement") entered into this 30th day of August, 2019 (the "Effective Date") by and between ONLINE ENERGY MANAGER LLC, a Pennsylvania limited liability company ("OEM"), and ALVA INVESTMENTS LLC, a Pennsylvania limited liability company ("Alva") (each a "Party" and collectively, the "Parties").

WHEREAS, OEM is indebted to Alva pursuant to three secured promissory notes issued by OEM to Alva in the aggregate principal amount of \$500,000 (collectively, the "Notes" and each individually a "Note"), said Notes being (a) that certain Amended and Restated Secured Convertible Promissory Note in the original principal amount of \$60,000 originally issued as of December 9, 2016 and amended and restated on March 31, 2017, (b) that certain Secured Convertible Promissory Note in the original principal amount of \$160,000 dated March 31, 2017, and (c) that certain Secured Convertible Promissory Note in the original principal amount of \$280,000, dated August 9, 2017. Reference is further made to that certain Convertible Note Purchase Agreement, dated as of March 31, 2017 (the "Purchase Agreement"), by and between Alva and OEM, that certain Intellectual Property Security Agreement, effective as of March 29, 2019, between OEM and Alva (the "IP Security Agreement") and that certain Security Agreement dated as of March 31, 2017, by and between Alva and OEM, each entered into in connection with the Notes (the "Security Agreement" and together with the Purchase Agreement, the IP Security Agreement and the Notes, the "Note Documents").

WHEREAS, the Notes became in default on March 31, 2019;

WHEREAS, the collateral for the Notes is all assets and personal property of OEM of any kind or nature, including but not limited to the Intellectual Property (as defined below);

WHEREAS, on August 16, 2019, Alva by power of attorney transferred certain Intellectual Property to Alva pursuant to that certain Patent Assignment Agreement, dated as of August 16, 2019, between Alva and OEM, by its attorney-in-fact and proxy, Alva; and

WHEREAS, Alva has made certain claims against OEM and its members which the Parties have resolved to their mutual satisfaction.

NOW, THEREFORE, based upon the mutual promises, covenants, agreements, and consideration, the sufficiency of which is hereby acknowledged, the Parties agree as set forth below.

1. General Release by Alva. Subject to the Effectiveness Conditions (as defined

below) and in consideration of the payment by OEM to Alva of the sum of \$ REDACTED (the "Settlement Payment") by wire transfer of immediately available funds to the account(s) set forth on Exhibit A hereto, receipt whereof is hereby acknowledged by Alva, and the mutual promises set forth in the Agreement, Alva and its respective shareholders, members, managers, officers, directors, employees, agents, representatives, and attorneys (where applicable), and all persons claiming by, through, or under any of them, including but not limited to Christopher Henderson, Managing Partner of Alva Investments LLC, do now and forever (i) release, discharge and acquit OEM and its shareholders, members, managers, officers, directors, employees, agents, representatives, and attorneys (where applicable), and all persons claiming by, through, or under any of them, including but not limited to Dilip Limaye, from any liability with respect to the Note Documents and with respect to any and all actions, suits, sums of money, liabilities, agreements, promises, claims and demands whatsoever, in law or in equity, whether known or unknown, including but not limited to, all claims or causes of action arising out of the business relationship of OEM and Alva or of OEM and Christopher Henderson and (ii) release any and all security interests, liens, pledges, and other encumbrances in favor of Alva to secure the obligations under any Note Document.

2. General Release by OEM. For and in consideration of the mutual promises set forth in the Agreement, OEM and its respective shareholders, members, managers, officers, directors, employees, agents, representatives, and attorneys (where applicable), and all persons claiming by, through, or under any of them, including but not limited to Dilip Limaye, do now and forever release, discharge and acquit Alva and its shareholders, members, managers, officers, directors, employees, agents, representatives, and attorneys (where applicable), and all persons claiming by, through, or under any of them, including but not limited to Christopher Henderson, Managing Partner of Alva Investments LLC, from any and all actions, suits, sums of money, liabilities, agreements, promises, claims and demands whatsoever, in law or in equity, whether known or unknown, including but not limited to, all claims or causes of action arising out of the business relationship of OEM and Alva or of OEM and Christopher Henderson.

3. The Parties fully understand and agree that the foregoing General Releases include, but are not limited to, any and all claims, damages (including compensatory and punitive damages), fraudulent actions, actions and causes of actions alleged or which could have been alleged or brought under the laws, codes and statutes of any and all state, federal, foreign, local or territorial jurisdictions. Further, the foregoing General Releases extend and apply to and also cover and include, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, including compensatory and punitive damages, losses and liabilities and the consequences thereof.

4. If any section or part of the Agreement is held to be invalid by a court of law, the remaining portions of the Agreement shall continue to be in full force and effect.

5. This Agreement will become effective upon occurrence of all of the following conditions (the "Effectiveness Conditions"): (a) the Parties each execute the Agreement; and (b) the Settlement Payment is received by Alva pursuant to the terms of Paragraph 1 above.

6. To the extent all or any portion of the Settlement Payment are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, federal, state, local or foreign law, common law or equitable cause, all releases granted by Alva to OEM under this Agreement, including, but not limited to, those releases set forth in Paragraph 1, shall automatically be revoked and considered null and void as if such releases had never been granted by Alva to OEM and all rights of Alva and Christopher Henderson shall be restored.

7. Alva represents and warrants that Alva has all requisite organizational power and authority to execute and deliver the Agreement and has duly authorized the execution, delivery and performance of this Agreement by Alva and the consummation of the transactions contemplated hereby, and that the Agreement constitutes a legal, valid and binding obligation of Alva, enforceable against Alva in accordance with its terms.

8. OEM represents and warrants that OEM has all requisite organizational power and authority to execute and deliver the Agreement and has duly authorized the execution, delivery and performance of the Agreement by OEM and the consummation of the transactions contemplated hereby, and that the Agreement constitutes a legal, valid and binding obligation of OEM, enforceable against OEM in accordance with its terms.

9. The Agreement shall be construed according to and governed by the internal laws (without regard to any choice of law provisions) and decisions of the Commonwealth of Pennsylvania.

10. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Alva hereby conveys, transfers and assigns the Intellectual Property (as defined below) to OEM and grants to OEM a power of attorney to record the assignment with the US Patent and Trademark Office, and OEM hereby accepts, all of Alva's right, title and interest in and to the Intellectual Property. OEM shall make such recordation no later than twenty-one days from the date hereof. For the avoidance of doubt, as of the Effective Date of this Agreement, OEM is the sole owner of the Intellectual Property and bears sole responsibility for any and all matters relating to the foregoing patent and patent applications anywhere in the world, including but in no way limited to all claims, filings, prosecution in the United States Patent and Trademark Office, filings in other intellectual property offices throughout the world, response deadlines of any kind, maintenance requirements, and disputes. Alva represents and warrants to OEM that

Alva has taken no action in its capacity as owner of the Intellectual Property that grants to any person or entity any rights with respect to the Intellectual Property or obligates OEM in any contractual or other respect in relation to the Intellectual Property. As used herein, "Intellectual Property" means:

(a) U.S. Patent No. 8,660,702, issued February 25, 2014 and entitled "Central cooling and circulation energy management control system," and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) U.S. Provisional Patent Application No. 62/357,463, filed July 1, 2016 and entitled "Pumping Energy Management Control System," and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(c) U.S. Patent Application No. 15/635,878, filed June 28, 2017 and entitled "Pumping Energy Management Control System," and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(d) all inventions and/or improvements described in the patent and applications listed above;

(e) all rights of any kind whatsoever of OEM accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

11. Neither OEM nor anyone acting on its behalf, including without limitation Dilip Limaye, shall disclose to a third party, or make any public filings that disclose Alva's and Christopher Henderson's address and bank information. Such address and bank information along with the amount payable hereunder shall be redacted from any filing of this assignment with the US Patent and Trademark Office.

12. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered the Agreement as of the date first above written.

ALVA INVESTMENTS LLC

By: 
Name: Christopher M. Henderson
Title: Managing Partner

ONLINE ENERGY MANAGER LLC

By: _____
Name:
Title: Manager

Solely for purposes of Sections 1 and 2:


Christopher M. Henderson

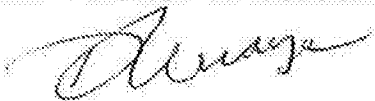
Dilip Limaye

IN WITNESS WHEREOF, the Parties hereto have executed and delivered the Agreement as of the date first above written.

ALVA INVESTMENTS LLC

By: _____
Name: Christopher M. Henderson
Title: Managing Partner

ONLINE ENERGY MANAGER LLC

By:  _____
Name: D. R. LIMAYE
Title: Manager

Solely for purposes of Sections 1 and 2:

Christopher M. Henderson

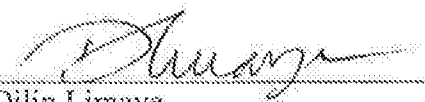
 _____
Dilip Limaye

Exhibit A

[see attached]

REDACTED PURSUANT TO SECTION 11

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