

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6552895

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ORISON INC.		02/15/2021
RECEIVING PARTY DATA		
Name:	ORIGIN FUTURE ENERGY PTY LIMITED	
Street Address:	100 BARANGAROO AVE.	
Internal Address:	LEVEL 32, TOWER 1	
City:	SYDNEY	
State/Country:	AUSTRALIA	
Postal Code:	2000	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	9705333	
Patent Number:	9800050	
Patent Number:	10637246	
Patent Number:	9677776	
Patent Number:	10714974	
Patent Number:	10845436	
Application Number:	16570907	
Application Number:	16570921	
Application Number:	16570934	
Application Number:	15604418	
Application Number:	16570953	
Application Number:	17102069	
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:	(619) 699-2708	
Email:	christian.cruz@us.dlapiper.com	
Correspondent Name:	DLA PIPER LLP (US)	
Address Line 1:	401 B STREET	

PATENT

Address Line 2:	SUITE 1700
Address Line 4:	SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	CRAIG TIGHE
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SIGNATURE:	/s/ Craig Tighe
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DATE SIGNED:	02/16/2021
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 15, 2021, is entered into between Orison Inc., a Delaware corporation (the “**Grantor**”), and Origin Future Energy Pty Limited, an Australian private company (“**Secured Party**”).

RECITALS

WHEREAS, Grantor and Secured Party are parties to the Security Agreement, dated as of the date hereof (as amended from time to time, the “**Security Agreement**”), pursuant to which Grantor granted Secured Party a first priority security interest in its personal property to secure the performance of its obligations described therein (the “**Secured Obligations**”);

NOW, THEREFORE, IT IS AGREED THAT:

1. **Grant of Security Interest.** To secure the timely performance of the Secured Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in **Exhibit A** attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the “**Registered Copyrights**”), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the “**Unregistered Copyrights**”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “**Copyrights**”;

(c) All present and future license agreements with respect to the Copyrights;

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;

(e) All trade secrets;

(f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(g) All design rights available to Grantor now or hereafter existing, created, acquired or held;

(h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(i) All trademark and servicemark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(j) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

(k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;

(l) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and

(n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor authorizes Secured Party (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any Intellectual Property Collateral that Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended Exhibits reflecting such new Intellectual Property Collateral.

4. Security Agreement. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Security Agreement and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

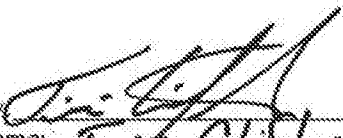
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions.

7. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ORISON INC.

By: 
Name: Eric C. Jones
Title: President & CEO

ORIGIN FUTURE ENERGY PTY LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ORISON INC.

By: _____
Name: _____
Title: _____

ORIGIN FUTURE ENERGY PTY LIMITED

By:  _____
Name: Anthony Lucas
Title: Executive General Manager, Future Energy and Technology

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration No.</u>	<u>Registration Date</u>

EXHIBIT BPatents

<u>Description:</u>	<u>Patent/Application No. Status:</u>	<u>Issue/Filing Date:</u>
Building Management and Appliance Control System (Smart Energy Storage System)	U.S. Patent No.: 9,705,333 Patented	7.11.2017
Building Management and Appliance Control System (Smart Energy Storage System)	U.S. Patent No.: 9,800,050 Patented	10.24.2017
Building Management and Appliance Control System (Smart Energy Storage System)	U.S. Patent No.: 10,637,246 Patented	4.28.2020
Building Management and Appliance Control System (Smart Energy Storage System)	U.S. Application No.: 16/570,907 Awaiting first Office Action.	9.13.2019
Building Management and Appliance Control System (Smart Energy Storage System)	U.S. Application No.: 16/570,921 Awaiting first Office Action.	9.13.2019
Building Management and Appliance Control System (Smart Energy Storage System)	U.S. Application No.: 16/570,934 Claims Allowed	9.13.2019
Wireless Wall Thermostat	U.S. Patent No.: 9,677,776 Patented	6.13.2017
Wireless Wall Thermostat	U.S. Application No.: 15/604,418 Claims acknowledged as allowable.	5.24.2017
Plug and Play Smart Energy Storage Units	U.S. Patent No.: 10,714,974 Patented	7.14.2020
Plug and Play Smart Energy Storage Units	U.S. Application No.: 16/570,953 Awaiting Response from USPTO.	8.8.2016

<u>Description:</u>	<u>Patent/Application No. Status:</u>	<u>Issue/Filing Date:</u>
Energy Monitor	U.S. Patent No.: 10,845,436 Patented	11.24.2020
Energy Monitor	U.S. Application No.: 17/102,069 Awaiting first Office Action.	11.23.2020

EXHIBIT C

Trademarks

<u>Mark Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
ORISON ®	5271736	8.22.2017

EXHIBIT D

Mask Works