

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DELTA ENERGY & COMMUNICATIONS, INC.	06/29/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JAMES FORD BRETT
<b>Street Address:</b>	2930 SOUTH YALE AVENUE
<b>City:</b>	TULSA
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74114
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15160754
Application Number:	15250119
Patent Number:	10055869
Patent Number:	10652633
Patent Number:	10055966
Patent Number:	9961572
Patent Number:	10476597
Patent Number:	10791020
Patent Number:	10951962
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	918-587-2000
<b>Email:</b>	mkachigian@hjkwlaw.com
<b>Correspondent Name:</b>	HEAD, JOHNSON, KACHIGIAN & WILKINSON, PC
<b>Address Line 1:</b>	7134 SOUTH YALE AVENUE, SUITE 440
<b>Address Line 4:</b>	TULSA, OKLAHOMA 74136
<b>ATTORNEY DOCKET NUMBER:</b>	BRE400-60/19159-MGK
<b>NAME OF SUBMITTER:</b>	MARK G. KACHIGIAN

<b>SIGNATURE:</b>	/markgkachigian/
<b>DATE SIGNED:</b>	07/07/2021
<b>Total Attachments: 11</b> source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page1.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page2.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page3.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page4.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page5.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page6.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page7.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page8.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page9.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page10.tif source=Delta _ Ford Brett - Amended and Restated Patent Security Agreement (June 29, 2021)#page11.tif	

**AMENDED AND RESTATED  
PATENT SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this “Agreement”), dated as of June 29, 2021, is by and between Delta Energy & Communications, Inc., a Delaware corporation, having its principal place of business at 29975 Technology Drive, Suite 101, Murrieta, CA 92563 (the “Pledgor”), and James Ford Brett, having its principal place of business at 2930 S. Yale Ave., Tulsa, OK 74114 (the “Lender”).

WHEREAS, the Pledgor and Lender entered into that certain Patent Security Agreement dated April 12, 2019 (the “Prior Agreement”), pursuant to which Pledgor granted Lender a security interest in, and lien on, certain of its assets as set forth in the Prior Agreement;

WHEREAS, Pledgor and Lender have entered into that certain Omnibus Agreement dated June 29, 2021, pursuant to which, among other things, the Pledgor and Lender have agreed to enter into that certain Amended and Restated Secured Promissory Note of even date herewith, which was issued in the principal amount of \$1,700,000.00 (as may be amended from time to time, the “Note”);

WHEREAS, Lender previously filed a UCC-1 Financing Statement with the Secretary of State of the State of Delaware perfecting its first priority lien and security interest under the Prior Agreement;

WHEREAS, the Parties wish to amend and restate in its entirety the Prior Agreement to, among other things, memorialize Lender’s continuing security interest in, among other things, the Pledgor’s patents and patent applications listed on Schedule A incorporated and attached hereto, modify the security interest granted pursuant to Article II of the Prior Agreement and to secure the repayment of the loan and Lender’s other obligations under the Note; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Note and the Omnibus Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms shall have the meanings set forth in this ARTICLE I or elsewhere in this Agreement referred to below:

“Event of Default” shall have the meaning set forth in the Note and includes a material breach of the Omnibus Agreement.

“Patents” shall mean the patents and patent applications listed on Schedule A hereto and any re-issues, continuations, divisionals, continuations-in-part, renewals, reexamined patents or

extensions thereof and corresponding international patent filings together with all rights and privileges under applicable law with respect to the use of the foregoing.

“Collateral” shall mean the Patents, Pledgor’s trademarks, any licenses entered into in connection with Patents and/or Trademarks, and any and all proprietary methods, mask works, know-how and trade secrets relating thereto and integrated into or fundamental or necessary to the Patents.

“PTO” shall mean the United States Patent and Trademark Office.

## **ARTICLE II GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of the Note, Pledgor hereby grants to Lender a continuing security interest in and a first priority lien upon, and a conditional assignment of, the Collateral; provided that such conditional assignment shall be effective only upon and during the continuance of an Event of Default following written notice to Pledgor.

## **ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Pledgor represents, warrants and covenants that:

**3.1.** The Pledgor has the right to enter into, execute, deliver and perform this Agreement;

**3.2.** Lender has a valid and perfected first priority security interest in the Collateral and will continue to hold a valid and perfected first prior security interest in the Collateral, and upon Lender making the filings as set forth in Section 3.3; and

**3.3.** Except for the filing of any amendments or supplements to the existing financing statement with Secretary of State of the State of Delaware under the Uniform Commercial Code and the filing of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either: (i) for the continuing grant by the Pledgor or the ongoing and uninterrupted effectiveness of the security interest and conditional assignment granted hereby or for the execution, delivery and performance hereof by the Pledgor; or (ii) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

**3.4.** Pledgor is the owner of the entire right, title and interest in the Collateral and, except as previously disclosed to Lender regarding VGS, LLC, there are no liens, security interests, licenses, or other claims against the Collateral, and no liens or grants of any security interest in any of the Collateral were discovered by Lender or disclosed by Pledgor in connection with the Prior Agreement.

**3.5.** Pledgor shall give Lender at least 20 days written notice prior to filing any application for the registration of a Patent with the PTO or any similar office or agency in the

United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Pledgor shall (a) obtain any patent, including any reissue, division, continuation, continuation-in-part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation-in-part application in the PTO or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (b) become the owner of any patent or new patentable inventions used in the United States of America, or any State thereof, political subdivision thereof or in any other country, the provisions of this Agreement shall automatically apply thereto. Upon the request of Lender, Pledgor shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interest in and conditional assignment of such Patent in favor of Lender.

**3.6.** Pledgor has the right to perform all the actions required by this agreement.

#### **ARTICLE IV NO TRANSFER OR INCONSISTENT AGREEMENTS**

Without the Lender's prior written consent, except to the extent expressly permitted hereunder, the Pledgor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Collateral, (ii) enter into any agreement that is inconsistent with the Pledgor's obligations hereunder or (iii) abandon, fail to pursue or prosecute or otherwise neglect any of its material pending claims or applications for or in respect of any patent except in such cases where determined appropriate by the Pledgor in good faith and in the ordinary course of business.

#### **ARTICLE V REMEDIES**

If any Event of Default shall have occurred and be continuing, then upon notice by the Lender to the Pledgor: the Lender shall have, in addition to all other rights and remedies provided hereby, pursuant to the Note, or those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Delaware, as applicable, and, without limiting the generality of the foregoing, subject to applicable law, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Collateral, or any interest which the Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the Pledgor's obligations arising under the Note. Notice of any sale, license or other disposition of any of the Collateral shall be given to the Pledgor at least thirty days before the time that any intended public sale or other disposition of such Collateral is to be made or after which any private sale or other disposition of such Collateral may be made, which the Pledgor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, license the whole or any part of the Collateral or interests therein sold, licensed or otherwise disposed of.

In the event of a sale or transfer of the Collateral following any Event of Default, Pledgor shall supply to the purchaser or transferee of such Collateral Pledgor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Collateral relates, and Pledgor's customer list and other records thereto.

## **ARTICLE VI POWER OF ATTORNEY**

If any Event of Default shall have occurred and be continuing, the Pledgor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use any of the Collateral, to practice, make, use, license or sell the inventions disclosed or claimed in any of the Patents, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Pledgor is obligated to execute and do hereunder. This power of attorney shall be irrevocable for the duration of this Agreement.

## **ARTICLE VII TERMINATION**

At such time as all of Pledgor's obligations arising under the Note have been finally paid and satisfied in full, this Agreement, including the conditional assignment granted pursuant to Article II above, shall terminate and the Lender shall, promptly and in any event within five business days of written request from Pledgor, execute and deliver to the Pledgor, at the expense of the Pledgor, all deeds, assignments and other instruments as may be necessary or proper to release, reassign and reconvey to the Pledgor the entire right, title and interest to the Collateral previously granted, assigned, transferred and conveyed to the Lender by the Pledgor pursuant hereto.

## **ARTICLE VIII MISCELLANEOUS**

**8.1. Further Assurances.** The Pledgor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may reasonably request or as may be necessary in order to implement the provisions hereof or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Patents or other Collateral. The Parties hereto agree to take such steps and sign such documents as may be reasonably necessary to carry out the terms of this Agreement. In the event of a sale or transfer of the Collateral following any Event of Default, Pledgor shall supply to the purchaser or transferee of such Collateral Pledgor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Collateral relate, and Pledgor's customer lists and other records thereto.

**8.2. Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by the Lender in its capacity as secured party in connection with the perfection of the Lender's interest in the Collateral, shall be borne and paid by the Pledgor.

**8.3. Notices.** Any notice, demand, offer, request or other communication required or permitted to be given by either the Pledgor or the Lender pursuant to the terms hereof will be in writing and will be deemed effectively given the earlier of: (i) when received; (ii) when delivered personally; (iii) one (1) business day after being delivered by facsimile (with receipt of appropriate confirmation); (iv) one (1) business day after being deposited with an overnight courier service; or (v) four (4) days after being deposited in the U.S. mail, First Class with postage prepaid, and addressed to the parties as follows:

If to Pledgor:

Scott Foster  
Chief Executive Officer  
Delta Energy & Communications, Inc.  
29975 Technology Drive  
Suite 101  
Murrieta, CA 92563

If to Lender:

James Ford Brett  
2930 S. Yale  
Tulsa, OK 74114

With a copy to:

Cooley LLP  
Attn: Jason Kent  
4401 Eastgate Mall  
San Diego, CA 92121  
jkent@cooley.com

With a copy to:

Hedin Law, PLLC  
115 West 3<sup>rd</sup> Street  
Suite 412  
Tulsa, OK 74103

**8.4. Entire Agreement; Enforcement of Rights.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment hereto, nor any waiver of any rights hereunder, will be effective unless in writing signed by the parties hereto. The failure by either party to enforce any rights hereunder will not be construed as a waiver of any rights of such party. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

**8.5. Integration of Terms.** For purposes hereof: (i) the singular includes the plural and the plural includes the singular; (ii) words importing any gender include the other genders (unless the context clearly indicates otherwise); (i) the words "and" and "or" are used in the conjunctive or disjunctive as the sense and circumstances may require; (iv) any form of the word "include" will be deemed to be followed by the words "without limitation;" (v) the words "herein," "hereof" and "hereunder" and other words of similar import refer hereto as a whole and not to any particular article, paragraph or part hereof; (vi) the phrase "in and to" will be deemed to include "under" and "with respect to" whenever appropriate; (vii) a reference to any law includes any amendment or

modification thereto or thereof as well as any replacement therefor; (viii) unless the context requires otherwise, references to agreements and other contractual instruments include all amendments, supplements and other modifications thereto; (ix) references herein to articles, paragraphs, schedules and exhibits without further identification of the document to which reference is made are references to provisions or parts hereof; (x) recitals, schedules and exhibits hereto are an integral part hereof; and (xi) the articles, sections and subsection headings hereof are included for convenience of reference only, and will not affect the construction of any provision hereof.

**8.6. Severability.** In the event that any provision(s) hereof or the application of any such provision(s) will be held by a court, arbiter or other tribunal of competent jurisdiction to be unlawful or unenforceable, the remaining provisions hereof will remain in full force and effect and will be construed so as to give the fullest effect to the intent of the parties. In such event, the parties will substitute a valid, lawful and enforceable provision that most nearly reflects the parties' original intent, or provide an equitable adjustment, if such substitute provision cannot be reached or is not possible under applicable law.

**8.7. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

**8.8. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one single agreement between the parties. A party's facsimile signature hereto delivered to the other party will be sufficient to bind such party hereto.

**8.9. Successors and Assigns.** This Agreement and all rights and obligations hereunder shall be binding upon the Pledgor and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

**8.10. Indemnification.** Pledgor shall indemnify Lender for any and all costs, expenses, damages, and claims including reasonable attorney's fees and court costs incurred by the Lender in its capacity as secured party with respect to any claim or claims brought by third parties regarding the Pledgor's ownership or purported ownership of or rights purported rights arising from any of the Collateral or any practice, use or sublicense thereof, or any practice, use or manufacture of any of the inventions disclosed or claimed therein, whether arising out of any past, current, or future event at or otherwise.

*[Signature Page Follows]*



IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**DELTA ENERGY &  
COMMUNICATIONS, INC.**, a Delaware  
corporation

**James Ford Brett**

By Scott M. Foster  
Scott Foster  
Chief Executive Officer

By \_\_\_\_\_  
James Ford Brett  
Individual


[Signature Page to Amended and Restated Security Agreement]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**DELTA ENERGY &  
COMMUNICATIONS, INC.**, a Delaware  
corporation

**James Ford Brett**

By \_\_\_\_\_  
Scott Foster  
Chief Executive Officer

By  \_\_\_\_\_  
James Ford Brett  
Individual

[Signature Page to Amended and Restated Security Agreement]

**EXHIBIT A  
PATENTS**

<b>Title</b> (w/ Delta "Patent #")	<b>Application / Patent Number</b>	<b>File / Issue Date</b>	<b>Status</b>
<b>Hypersprout (#1)</b> - Transformer Monitor, Communications and Data Collection Device	<b>15/160,754</b> (Publication No. 2017/0048598) (Based on Provisional Patent Application Serial No. 62/203,101)	05/20/2016	Pending (Filed Amendment 06/18/21)
	PCT/US2016/045233 National Phase in: Canada (Serial No. 2,994,661 filed 08/03/2016) Philippines (1/2018/500277 filed 08/03/2016)	08/03/2016	
	India (Serial No. 201837005875 filed 02/15/2018) Mexico (Serial No. 2016010428 filed 08/10/2016) Africa (ARIPPO) (Serial No. AP/P/2018/010546)		
<b>PowerVSIR (#2)</b> - Enhanced reality system for visualizing, evaluating, diagnosing, optimizing, and servicing smart grids and incorporated components	<b>10,055,869</b> (Serial No. 15/234,293 filed 08/11/2016) (Publication No. 2017/0098320) Based on Provisional Patent Application Serial No. 62/203,719)	08/21/2018	Issued (Maintenance Fee Due 02/21/22)
	PCT/US2016/046509	08/11/2016	Did not file National Phase?
<b>DataScape V2 (#3)</b> - Integrated Solution of Internet of Things, and Smart Grid Network Pertaining to	<b>10,652,633</b> (Serial No. 15/677,920 filed 08/15/2017) (Publication No. 2018/0132015)	05/12/2020	Issued

Communication, Data and Asset Serialization, and Modeling	(Based on Provisional Patent Application Serial No. 62/375,170)  PCT/US2017/046991	08/15/2017	(Maintenance Fee Due 11/12/23)  Did not file National Phase?
<b>Theft Mitigation (#4)</b> - System and method for determination and remediation of energy diversion in a smart grid network	<b>10,055,966</b> (Serial No. 15/257,302 filed 09/06/2016) (Publication No. 2017/0132902) (Based on Provisional Patent Application Serial No. 62/213,815)  PCT/US2016/050393	08/21/2018	Issued (Maintenance Fee Due 02/21/22)  Did not file National Phase?
<b>Datavine (#5)</b> - Supplemental and Alternative digital data delivery and receipt mesh network realized through the placement of enhanced transformer mounted monitoring devices	<b>15/250,119</b> (Publication No. 2017/0237612) (Based on Provisional Patent Application Serial No. 62/236,420)  PCT/US2016/049245 National Phase in: Canada (Serial No. 3,000,206 filed 08/29/2016) Philippines (Serial No. 12018500712 filed 03/28/2018) Mexico (Serial No. MX/a/2018/004053 filed 04/02/2018)  India ARIPO (APIP/2018/010680 filed 08/29/2016) South Africa (Serial No. 2018/02745 filed 04/25/2018)	8/29/2016	Pending (Filed Amendment and RCE 06/11/21)
<b>Drones (#6)</b> - Augmentation, expansion, and self-healing of a geographically distributed mesh network using unmanned aerial vehicle (UAV) technology	<b>9,961,572</b> (Serial No. 15/332,245 filed 10/24/2016) (Publication No. 2017/0134974) Based on Provisional Patent Application Serial No. 62/244,914	05/1/2018	Issued (Maintenance Fee Due 11/01/21)

	PCT/US2016/058407	10/24/2016	Did not file National Phase?
<b>Optical Data Xfer (#7) - Data Transfer Facilitation Across a Distributed Mesh Network Using Light and Optical Based Technology</b>	<b>10,476,597</b> (Serial No. 15/332,151 filed 10/24/2016) (Publication No. 2017/0134092) (Based on Provisional Patent Application Serial No. 62/244,919)  PCT/US2016/058383	11/12/2019	Issued (Maintenance Fee Due 05/12/23)  Did not file National Phase?
<b>Wireless Mesh (#8) - Distributed 802.11s Mesh Network Using Transformer Module Hardware for the Capture and Transmission of Data</b>	<b>10,791,020</b> (Serial No. 15/442,244 filed 02/24/2017) (Publication No. 2017/030251.1) (Based on Provisional Patent Application Serial No. 62/299,348)  PCT/US2017/019434 National Phase in: Mexico (Serial No. MX/a/2018/010238 filed 08/23/2018) Philippines (Serial No. 12018501801 filed 08/24/2018) Canada (Serial No. 3,054,546 filed 08/23/2019)	09/29/2020          02/24/2017	Issued (Maintenance Fee Due 03/29/24)
<b>TVWS (#9) - Data Transfer Facilitation to and Across a Distributed Mesh Networking Using a Hybrid TV White Space, Wi-Fi and Advanced Metering Infrastructure Construct</b>	<b>10,951,962</b> (Serial No. 16/372,911 filed 04/02/2019) (Publication No. 2019/0268676) (Based on Provisional Patent Application Serial No. 62/651,580)	03/16/2021	Issued (Maintenance Fee Due 09/16/24)

PATENT

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RECORDED: 07/07/2021