

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7066855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ENTOUCH CONTROLS, INC.	06/06/2016
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	1717 MAIN STREET
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10962248
Patent Number:	10921835
Patent Number:	10921012
Application Number:	17215607
Application Number:	17174943
Application Number:	17174894
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<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:	7349302488
Email:	ipfilings@bodmanlaw.com
Correspondent Name:	SUSAN M. KORNFIELD
Address Line 1:	201 SOUTH DIVISION STREET, SUITE 400
Address Line 4:	ANN ARBOR, MICHIGAN 48104
NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	12/10/2021
Total Attachments: 6	
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PATENT

REEL: 058354 FRAME: 0814

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2016 by and between COMERICA BANK ("Bank") and EnTouch Controls, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 29, 2012 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

661 N. Plano Road, Suite 323
Richardson, TX 75081

Attn: LINDA DRES

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

ENTOUCH CONTROLS, INC.

By: 

Title: CEO

BANK:

COMERICA BANK

By: 

Title: Vice President

[Signature Page to Intellectual Property Security Agreement (11150316)]

PATENT
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EXHIBIT A

Copyrights

None.

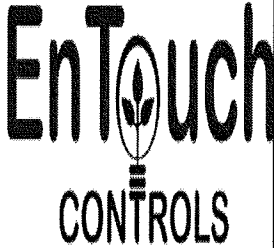
Exhibit B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Method of auto association of HVAC energy with control signal for self diagnostics of the HVAC system	14/331,978	7/15/2014	10,962,248	3/30/2021
Wirelessly connected thermostat with flexible and scalable energy reporting	13/604,728	9/6/2012	10,921,835	2/16/2021
System and method for compressor optimization and system cycling using ambient air for cooling or heating	15/450,772	3/6/2017	10,921,012	2/16/2021
System and method of data reduction for cellular M2M transmissions from energy management systems	15/958,775	4/20/2018	10,520,969	12/31/2019
Redundant and selectable gateway and control elements for remote connected thermostats	15/076,196	3/21/2016	10,057,353	8/21/2018
System and method of data reduction for cellular M2M transmissions from energy management systems	14/668,302	3/25/2015	9,952,613	4/24/2018

Title	App. No.	Filing Date	Patent No.	Granted Date
Redundant and selectable gateway and control elements for remote connected thermostats	13/768,865	2/15/2013	9,291,357	3/22/2016
Method of Auto Association of HVAC Energy with Control Signal for Self Diagnostics of the HVAC System	17/215607	3/29/2021		
Wirelessly Connected Thermostat with Flexible and Scalable Energy Reporting	17/174943	2/12/2021		
System and Method for Compressor Optimization and System Cycling	17/174894	2/12/2021		
Redundant and Selectable Gateway and Control Elements for Remote Connected Thermostats	16/105598	8/20/2018		

EXHIBIT C**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ENTOUCH CONTROLS 360° ENERGY MANAGEMENT SERVICES	86/387852	9/8/14	4,973,887	6/7/16
ENTOUCH CONTROLS, ENERGY MANAGEMENT AS A SERVICE	86/387843	9/8/14	4,973,886	6/7/16
ENTOUCH CONTROLS, INTELLIGENT FACILITIES MANAGEMENT	86/387830	9/8/14	4,973,885	6/7/16
 The logo for EnTouch Controls. It features the word "EnTouch" in a large, bold, sans-serif font. The letter "o" in "Touch" is replaced by a stylized graphic of a flower or a plant with three leaves. Below "EnTouch" is the word "CONTROLS" in a smaller, bold, sans-serif font.	85/405068	8/23/11	4,263,232	12/25/12