

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7363965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRIDDY VI INTERMEDIATE HOLDINGS LLC	12/04/2020
RECEIVING PARTY DATA	
Name:	GRIDDY TECHNOLOGIES LLC
Street Address:	12121 BLUFF CREEK DRIVE
Internal Address:	SUITE 220
City:	PLAYA VISTA
State/Country:	CALIFORNIA
Postal Code:	90094
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16539577
CORRESPONDENCE DATA	
Fax Number:	(248)479-8040
<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:	2482702893
Email:	mailbox@rmcklaw.com
Correspondent Name:	RMCK LAW GROUP, PLC
Address Line 1:	P.O. BOX 210280
Address Line 4:	AUBURN HILLS, MICHIGAN 48321
ATTORNEY DOCKET NUMBER:	15450-000001/US/COB
NAME OF SUBMITTER:	MICHAEL A. SCHALDENBRAND
SIGNATURE:	/Michael A. Schaldenbrand/
DATE SIGNED:	06/03/2022
Total Attachments: 9	
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Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”) is made and entered into effective as of December 4, 2020 (the “Effective Date”), by and between Griddy VI Intermediate Holdings LLC, a U.S. Virgin Islands limited liability company (“Assignor”), and Griddy Technologies LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Griddy Energy LLC, a Delaware limited liability company (the “Company”), is an independent retail energy provider engaged in (i) the delivery of retail energy service by connecting its members to the wholesale energy market and (ii) the provision of usage information and other services related to energy consumption to its members, in each case in through a proprietary platform and mobile application (such activities, the “Business”);

WHEREAS, Assignor is the owner of all rights, title and interest in and to the domestic and foreign intellectual property and proprietary rights used in the Business, including: (1) the patents, patent applications and patent disclosures set forth in the attached Schedule A (the “Patent Rights”); (2) the names, marks, trademarks, service marks, trade names, logo(s), and/or designs set forth in the attached Schedule B, as well as the trademark registrations therefor, in connection with the various goods and services set forth in such registrations and as used at common law, together with the goodwill of the business symbolized thereby (hereinafter, collectively the “Marks”); (3) the domain names and subdomains set forth in the attached Schedule C (the “Domain Names”); and (4) all other intellectual property rights including inventions, ideas, copyrights, trade secrets, and industrial and other protected designs used in the Business whether or not registered, applied for, or unregistered (the “Other Business Intellectual Property”).

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Patent Rights, the Marks, including any and all goodwill of the business associated therewith, and the Domain Names, as listed on Schedules A, B, and C hereto, respectively, as well as the Other Business Intellectual Property (collectively, the “Assigned IP”);

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over, and conveys to Assignee, its successors, assigns, and/or designees, without reservation of any rights, title or interest, Assignor’s entire worldwide and universal rights, title and interest that exist today and may exist in the future in and to all of the following (collectively, the “IP Rights”): (a) the Assigned IP, including: all rights pursuant to 35 U.S.C. § 154; (b) all patents or patent applications (i) to which any of the foregoing claim priority and/or (ii) for which any of the foregoing forms a basis for priority; (c) any and all continuing, divisional and continuation-in-part applications of any of the foregoing; (d) all requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; (e) all foreign patents, patent applications and counterparts to any of the foregoing, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and (f) all rights to apply in any country for patents, certification of invention, utility models, industrial design protections, design patent protection or other governmental grants or issuances corresponding to any of the foregoing throughout the world, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty,

or any other convention, treaty, agreement or understanding; (g) all inventions set forth in any of the Assigned IP; (h) the Marks, including, but not limited to, the registrations therefor which are identified in Schedule B attached hereto, together with the goodwill of the business symbolized by such Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee's successors, assigns, subsidiaries, or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks; (i) the Domain Names, along with all renewals, reissues and extensions of rights thereof; (j) all trade secrets, and any other intellectual property rights in confidential business information, inventions, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, software, designs, drawings, specifications, research records, records of inventions, test information, customer and supplier lists, pricing and cost information and business and marketing plans and proposals used in the Business; and (k) all past, present and future claims, demands and/or causes of action (whether currently pending, filed, or otherwise), both at law and in equity, and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present and/or future infringements, dilutions, unfair competition, likelihood of confusion, or any other violation or unlawful act relating to the IP Rights, if any. The assignment of the Assigned IP also includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned IP and all domestic and international patent filing documents.

2. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to issue patents on the applications included in the Patent Rights, to issue all letters patent, patents, certificates of invention, utility models or other governmental grants or issuances for the inventions disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein.
3. Assignee hereby accepts the assignment granted to it in Paragraph 1 above.
4. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Assigned IP to Assignee, including but not limited to, the execution of any further or additional documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document, perfect or record the assignment and transfer to Assignee, enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Assigned IP, or otherwise carry out the intent of the parties as reflected in this Assignment, all without further consideration. Specifically, with respect to the Domain Names, Assignor shall provide Assignee with all transfer authorization codes and other information necessary for Assignee to acquire, access and fully control the Domain Names. In the event that any of the Domain Names come due for any renewals prior to the transfer of such Domain Names to Assignee, Assignor shall reasonably cooperate with Assignee's requests to renew such Domain Names to ensure that they do not fall into the public domain.

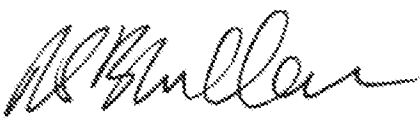
5. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.
6. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. A facsimile, .pdf or digital signature shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

ASSIGNOR:

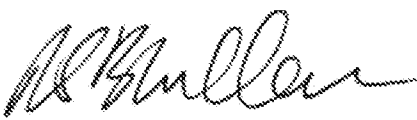
GRIDDY VI INTERMEDIATE HOLDINGS LLC

By: 

Name: Roop Bhullar
Title: Chief Financial Officer

ASSIGNEE:

GRIDDY TECHNOLOGIES LLC

By: 

Name: Roop Bhullar
Title: Chief Financial Officer

SCHEDULE A

Assigned Patents

Title	Serial No.	Filing Date	Publication No. Publication Date	Patent No. Issue Date	Priority Data	Inventor(s)	Status
Methods and Systems for an Automated Utility Marketplace Platform	PCT/US2018/018 013	2/13/2018	WO/2018/148732 8/16/2018	N/A	Claims Priority to U.S. Provisional Application No. 62/458,479 (2/13/2017)	Nicholas Jordan Bain Gregory Craig David Robert Cass Luke Dallafior Jason Rudder Jeremy Zarowitz Emily Cipes Anwar Rohan Bardia Keyvani Kabir Shukla Charles Cella	
Methods and Systems for an Automated Utility Marketplace Platform	US62/458,479	2/13/2017	N/A	N/A	N/A	Nicholas Jordan Bain Gregory Craig David Robert Cass Luke Dallafior Jason Rudder Jeremy Zarowitz Emily Cipes Anwar Rohan Bardia Keyvani Kabir Shukla Charles Cella	Expired
Methods and Systems for an Automated Utility Marketplace Platform	US16/539,577	8/13/2019	2019/0372345 12/05/2019	Pending	Continuation of PCT International Application No. PCT/US2018/018013, filed Feb. 13, 2018, which claims priority from U.S. Provisional Application No. 62/458,479, filed Feb. 13, 2017	Nicholas Jordan Bain Gregory Craig David Robert Cass Luke Dallafior Jason Rudder Jeremy Zarowitz Emily Cipes Anwar Rohan Bardia Keyvani Kabir Shukla Charles Cella	Pending issuance of first action.

Title	Serial No.	Filing Date	Publication No. Publication Date	Patent No. Issue Date	Priority Data	Inventor(s)	Status
Methods and Systems for an Automated Utility Marketplace Platform	EP18751412	2/13/2018	EP3580719A2 12/18/2019	Pending	National Stage Entry of PCT International Application No. PCT/US2018/018013, filed Feb. 13, 2018, which claims priority from U.S. Provisional Application No. 62/458,479, filed Feb. 13, 2017	Nicholas Jordan Bain Gregory Craig David Robert Cass Luke Dallafior Jason Rudder Jeremy Zarowitz Emily Cipes Anwar Rohan Bardia Keyvani Kabir Shukla Charles Cella	Pending
Methods and Systems for an Automated Utility Marketplace Platform	AU2018219961	2/13/2018	AU2018219961 9/19/2019	Pending	National Stage Entry of PCT International Application No. PCT/US2018/018013, filed Feb. 13, 2018, which claims priority from U.S. Provisional Application No. 62/458,479, filed Feb. 13, 2017	Nicholas Jordan Bain Gregory Craig David Robert Cass Luke Dallafior Jason Rudder Jeremy Zarowitz Emily Cipes Anwar Rohan Bardia Keyvani Kabir Shukla Charles Cella	Pending
Methods and Systems for an Automated Utility Marketplace Platform	JP2019564374	2/13/2018	JP2020510945 4/9/2020	Pending	National Stage Entry of PCT International Application No. PCT/US2018/018013, filed Feb. 13, 2018, which claims priority from U.S. Provisional Application No. 62/458,479, filed Feb. 13, 2017	Nicholas Jordan Bain Gregory Craig David Robert Cass Luke Dallafior Jason Rudder Jeremy Zarowitz Emily Cipes Anwar Rohan Bardia Keyvani Kabir Shukla Charles Cella	Pending

SCHEDULE B

Assigned Trademarks

Mark/Reg. No./App. No.	Class/Good/Services	Key Dates	Application Date	Registration Date	Listed Owner¹
<u>GRIDDY</u> RN: 5414130 SN: 87288118	(Int'l Class: 35) energy management services, namely, providing a service that allows commercial and residential customers to purchase electricity from various energy providers; energy consumption and usage analytical and advisory services for commercial and residential customers in order to improve energy efficiency	Registered, February 27, 2018 Int'l Class: 35 First Use: April, 2017 Filed: January 3, 2017 Registered: February 27, 2018	January 3, 2017	February 27, 2018	Griddy LLC (Delaware Limited Liability Company) 12121 Bluff Creek Drive, Suite #220 Playa Vista California 90094
<u>GRIDDY</u> RN: 5408715 SN: 87288116	(Int'l Class: 04) electrical energy	Registered, February 20, 2018 Int'l Class: 04 First Use: April, 2017 Filed: January 3, 2017 Registered: February 20, 2018	January 3, 2017	February 20, 2018	Griddy LLC (Delaware Limited Liability Company) 12121 Bluff Creek Drive, Suite #220 Playa Vista California 90094

¹ Note that relevant change of name and/or assignment documents have been filed against these Marks updating ownership to SEP Holdings LLC.

<p><u>GRIDDY P'N'S ON.</u> (Swized) griddy RN: 5408716 SN: 87288119</p>	<p>(Int'l Class: 04) electrical energy</p>	<p>Registered, February 20, 2018 Int'l Class: 04 First Use: April, 2017 Filed: January 3, 2017 Registered: February 20, 2018</p>	<p>January 3, 2017</p>	<p>February 20, 2018</p>	<p>Griddy LLC (Delaware Limited Liability Company) 12121 Bluff Creek Drive, Suite #220 Playa Vista California 90094</p>
<p><u>GRIDDY P'N'S ON.</u> (Swized) griddy RN: 5414131 SN: 87288120</p>	<p>(Int'l Class: 35) energy management services, namely, providing a service that allows commercial and residential customers to purchase electricity from various energy providers; energy consumption and usage analytical and advisory services for commercial and residential customers in order to improve energy efficiency</p>	<p>Registered, February 27, 2018 Int'l Class: 35 First Use: April, 2017 Filed: January 3, 2017 Registered: February 27, 2018</p>	<p>January 3, 2017</p>	<p>February 27, 2018</p>	<p>Griddy LLC (Delaware Limited Liability Company) 12121 Bluff Creek Drive, Suite #220 Playa Vista California 90094</p>

SCHEDULE C

Assigned Domain Names

<u>Domain Name</u>	<u>Registrant</u>	<u>Registry Expiration</u>
GRIDDY.COM	Griddy Holdings LLC	2025-07-29
SIXBILLIONREVOLUTION.COM	Griddy Holdings LLC	2022-05-20
GOGRIIDDY.COM		2023-07-24
GREENBIRDENERGY.COM		2021-09-22
POWERTOCONFUSE.ORG	Griddy Holdings LLC	2021-07-06
POWERTOCONFUSE.NET	Griddy Holdings LLC	2021-07-06
POWERTOLOSE.COM	Griddy Holdings LLC	2021-07-13
POWERTOLOSE.NET	Griddy Holdings LLC	2021-07-14
POWERTOLOSE.NET	Griddy Holdings LLC	2021-07-06
POWERTOLOSE.ORG	Griddy Holdings LLC	2021-07-06
PRODUCTION-GOGRIIDDY.COM	Griddy Holdings LLC	2021-10-14