

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8078523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS F. DARDEN	12/07/2012
JAMES K. SZYPERSKI	12/07/2012
RECEIVING PARTY DATA	
Name:	CAUSAM VENTURES, INC.
Street Address:	9208 FALLS OF THE NEUSE RD., SUITE 215
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27615
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15582845
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:	9198021124
Email:	admin@neoipassets.com
Correspondent Name:	NEO IP
Address Line 1:	PO BOX 52546
Address Line 4:	DURHAM, NORTH CAROLINA 27717
ATTORNEY DOCKET NUMBER:	4204-107
NAME OF SUBMITTER:	JINAN GLASGOW GEORGE
SIGNATURE:	/JiNan Glasgow George/
DATE SIGNED:	07/26/2023
Total Attachments: 27	
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CONTRIBUTION AGREEMENT AND ASSIGNMENT

THIS CONTRIBUTION AGREEMENT AND ASSIGNMENT (this "Agreement") dated as of the 7th day of December, 2012 (the "Effective Date") is by and between **SPE Holdings, LLC**, a North Carolina limited liability company ("Contributor") and **Power Generation Services, Inc.**, a Georgia corporation ("Contributtee"). Contributor and Contributtee are sometimes referred to herein as a "Party" and are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Contributor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States patent applications (the "Patent Applications") set forth on Schedule 1 hereto and desires to assign, transfer and convey the same to Contributtee as consideration for 125,000 shares of Contributtee's Series 1 Preferred Stock, no par value per share (the "Series 1 Preferred Stock"); and

WHEREAS, Contributor is a party to certain Patent Application Assignments, copies of which are attached hereto as Exhibit A, wherein Contributor is the assignee of the Patent Applications.

NOW THEREFORE, for good and valuable consideration, the adequacy, mutuality and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Contribution and Assignment of Patent Applications. Contributor does hereby, as of the Effective Date, contribute, assign and convey (absolutely, unconditionally and irrevocably) to Contributtee all right, title and interest, legal and equitable, in and to all of the Patent Applications, including all rights, privileges, powers and interests related thereto, free and clear of any and all liens, liabilities or encumbrances relating thereto; TO HAVE AND TO HOLD all and singular the Patent Applications for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. The Patent Applications shall be assigned to Contributtee in accordance with the form of Assignment Agreement attached hereto as Exhibit B, which shall be executed by the Parties concurrently with the execution of this Agreement.

2. Acceptance and Consideration. Contributtee hereby accepts the aforesaid Patent Applications. In consideration of the forgoing, Contributtee shall issue to Contributor 125,000 shares of Series 1 Preferred Stock and execute and deliver a certificate representing the same. Contributor shall simultaneously execute and agree to be bound by the Shareholders' Agreement of Contributtee. Contributtee acknowledges that it has had such opportunity as it has deemed appropriate to review and examine the Patent Applications and their suitability for Contributtee's purposes. Contributtee accepts the Patent Applications in their "as is" condition, without any representation or warranty by Contributor as to (i) their nature, scope or utility except as expressly provided for herein, and (ii) whether the Patent Applications will result in the issuance of one or more patents.

3. Representations and Warranties of Contributors. Contributor represents and warrants to Contributor, as of the Effective Date, that the following statements are true and correct:

(a) Existence. Contributor is duly formed, organized and validly existing under the laws of the State of North Carolina.

(b) Power and Authority. Contributor has the power and authority to execute, deliver and otherwise perform this Agreement and any agreements, instruments and documents to be executed and delivered by it pursuant to this Agreement or the transactions contemplated hereby; and without limiting the foregoing, Contributor has authorized and approved the execution, delivery and performance of this Agreement and any agreements, instruments and documents to be executed and delivered by it pursuant to this Agreement or the transactions contemplated hereby.

(c) Due Execution and Enforceability. This Agreement has been, and each other agreement, instrument and document to be executed and delivered by Contributor pursuant to this Agreement or the transactions contemplated hereby will be, duly executed and delivered by Contributor and each constitutes a legal, valid and binding obligation of Contributor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and other laws and equitable principles affecting creditors' rights generally and the discretion of the courts in granting equitable remedies.

(d) Execution, Delivery and Performance Permitted Without Violation. The execution, delivery and performance of this Agreement and the agreements, instruments and documents to be executed and delivered by it pursuant to this Agreement, and the transactions contemplated hereby and thereby, are in compliance with and do not violate (assuming the giving of notice or the passage of time or both) (i) Contributor's charter or governing documents, (ii) any applicable law to which Contributor or any of the assets of Contributor are subject or bound, or (iii) any contract, commitment, order, ruling or proceeding to which Contributor or any of the assets of Contributor are subject or bound. Without limiting the foregoing, Contributor has not and will not execute any agreement or other instrument in conflict herewith.

(e) Title: Intellectual Property Rights. Contributor has good and marketable title to the Patent Applications, free and clear of all security interests, liens, encumbrances and liabilities, and free and clear of all adverse or other rights of possession. There is no currently pending claim contesting the validity, use, ownership or enforceability of any rights in the Patent Applications and, to Contributor's Knowledge (as defined below), there is no reasonable basis for any such claim. In addition, to Contributor's Knowledge (i) no loss or expiration of any of Contributor's rights in the Patent Applications is currently threatened, (ii) the Patent Applications and the use of the Patent Applications by Contributor or, following the assignment thereof, its assignee, does not and shall not infringe or misappropriate the intellectual property or trade secret rights of any third party, (iii) no third party has infringed or misappropriated any of the Patent Applications, (iv) the contribution contemplated by this Agreement shall not impair any right, title or interest in the Patent Applications, and (v) following the conveyance effected hereby, such Patent Applications will be owned and available for use by Contributor or, following the assignment thereof, by its assignee, on terms and conditions identical to those under which the persons who assigned such Patent Applications to Contributor owned or used

them immediately prior to such conveyance to Contributor. As used herein, "Contributor's Knowledge" means the actual knowledge of Thomas F. Darden, John Mazzarino and James Szyperski.

4. Miscellaneous Provisions.

(a) Survival; Indemnification. The representations and warranties of the Parties shall survive the execution of this Agreement indefinitely. Contributor hereby agrees to indemnify, defend (subject to the terms herein) and hold harmless Contributor and its directors, managers, members, officers, employees and agents from any and all loss, damage, liability, expenses or costs (including attorneys' fees) due to, or arising out of: (i) any breach of any representation, warranty or agreement of Contributor contained in this Contribution Agreement, or (ii) any action, suit or proceeding based on a claim, including any third party claim, that any of such representations or warranties were inaccurate or misleading. Any person seeking indemnification hereunder with respect to a claim by a person who is not a Party hereto or an affiliate of a Party hereto (such claim, a "Third Party Claim") shall give Contributor prompt notice thereof, provided that any delay in giving such notice shall not relieve Contributor of its indemnification obligation hereunder except to the extent actually harmed by such delay. If Contributor acknowledges in writing, within thirty (30) days of receipt of such notice, that such Third Party Claim is subject to indemnification by Contributor hereunder, then it shall have the right, at its own expense, to control the defense of such Third Party Claim, provided such Third Party Claim is not likely to involve a remedy other than monetary damages. Contributor shall not settle or compromise any Third Party Claim without the prior written consent of the indemnified party, not to be unreasonably withheld. The indemnified party shall be permitted to assume the defense of any Third Party Claim from Contributor if Contributor is failing to diligently defend the same and such failure continues for a period of thirty (30) days following notice thereof from the indemnified party. In addition, even if Contributor is controlling the defense of a Third Party Claim, it shall keep the indemnified party reasonably apprised thereof, and the indemnified party shall have the right, at its own expense, to participate in the defense thereof with counsel of its choosing.

(b) Good Faith Efforts; Further Assurances. The Parties will in good faith undertake to perform their obligations in this Agreement, to satisfy all conditions and to cause the transactions contemplated in this Agreement to be carried out promptly in accordance with the terms of this Agreement. Each Party will do such things as may be reasonably requested by the other Party to this Agreement in order more effectively to consummate or to document the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of any assignment instruments. Without limiting the foregoing, the Parties agree to record the assignment effected hereby with the United States Patent and Trademark Office by executing and causing to be filed an assignment instrument substantially in the form attached hereto as Exhibit B.

(c) Notices. Each notice, communication and delivery under this Agreement: (a) will be made in writing signed by the Party making the same; (b) will specify the Section pursuant to which it is given; (c) will be given either in person or by a nationally recognized next business day delivery service for next day delivery; and (d) if not given in person, will be given to a Party at the address set forth below such Party's signature (or at such other address as a Party may furnish to the other Parties pursuant to this subsection). If notice is given pursuant to

this subsection of a permitted successor or assign of a Party, then notice will also thereafter be given as set forth above to such successor or assign of such Party.

(d) Assignment. No Party may assign this Agreement or its rights hereunder without the prior written consent of the other Parties, which consent may be withheld in such other Parties' sole discretion, provided, however, Contributor hereby consents to the assignment of the Patent Applications from Contributor to Causam Ventures, Inc., a Delaware corporation. Subject to the foregoing limitations on assignment, this Agreement is binding upon the Parties and their successors and assigns and inures to the benefit of the Parties and their permitted successors and assigns and, when appropriate to effect the binding nature of this Agreement for the benefit of the other Parties, any other successor or assign.

(e) Certain Definitions. For purposes of this Agreement: (whether or not underlined): (a) "applicable law" means each provision in effect as of the date hereof of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (b) "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body or person; (c) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association, institution, or other entity or governmental authority.

(f) Rules of Construction. For purposes of this Agreement: (a) "including" and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to "included" matters will be regarded as non-exclusive, non-characterizing illustrations; (b) "will" has the same meaning as "shall" and thus means an obligation and an imperative and not a futurity; (c) when "Section," "Subsection," or "Exhibit" is capitalized in this Agreement, such refers to such item of or to this Agreement; (d) the titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; (e) whenever the context so requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders; (f) each exhibit referred to in this Agreement and each attachment to any of them or this Agreement is hereby incorporated by reference into this Agreement and is made a part of this Agreement as if set out in full in the first place that reference is made to it; and (g) acknowledging that Parties have participated jointly in the negotiation and drafting of this Agreement, if an ambiguity or question of intent or interpretation arises as to any aspect of this Agreement, then it will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(g) Controlling Law; Integration; Amendment; Waiver; Remedies Cumulative. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Delaware except the laws of that state that would render such choice of laws ineffective. This Agreement and the other agreements contemplated by this Agreement supersede all prior negotiations, agreements and understandings between the Parties as to their subject matter, constitute the entire agreement between the Parties as to their subject matter, and may not be altered or amended except in writing signed by the Parties. The failure of

any Party at any time or times to require performance of any provision of this Agreement will in no manner affect the right to enforce the same; and no waiver by any Party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one of more instances will be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement. The remedies of a Party provided in this Agreement are cumulative and will not exclude any other remedies to which any Party may be lawfully entitled under this Agreement or applicable law, and the exercise of a remedy will not be deemed an election excluding any other remedy (any such claim by the other Party being hereby waived).

(h) Copies. This Agreement may be executed in two or more copies, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such copies.

[The remainder of this page is intentionally blank. Signatures appear on the following page.]

DULY EXECUTED and delivered by the Parties effective as of the Effective Date.

CONTRIBUTOR:

SPE HOLDINGS, LLC,
a North Carolina limited liability company

By: 

Name: John A. Mazzarino

Title: Manager

CONTRIBUTE:

POWER GENERATION SERVICES, INC.,
a Georgia corporation

By: _____

Name: James Szyperski

Title: Chief Executive Officer

* * * * *

[Signature Page to Contribution Agreement between SPE Holdings, LLC and Power Generation Services, Inc.]

DULY EXECUTED and delivered by the Parties effective as of the Effective Date.

CONTRIBUTOR:

SPE HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: John Mazzarino
Title: Manager

CONTRIBUTE:

POWER GENERATION SERVICES, INC.,
a Georgia corporation

By: _____
Name: James Szyperski
Title: Chief Executive Officer

* * * * *

[Signature Page to Contribution Agreement between SPE Holdings, LLC and Power Generation Services, Inc.]

Schedule 1

TITLE	PATENT APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION AND MANAGEMENT	13/247,944	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION AND MANAGEMENT WITH PREDICTIVE MODELING	13/247,953	9/28/2011
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT	13/247,972	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT AND PREDICTIVE MODELING	PCT/US12/57880	9/28/2012

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Exhibit A

Copy of each of (i) the Patent Application Assignment between SPE Holdings, LLC, as Assignee and Thomas F. Darden and James Szyperski, as Assignors and (ii) the Patent Application Assignment between SPE Holdings, LLC, as Assignee and Thomas F. Darden, James Szyperski, and Cherokee Advisers, L.L.C. as Assignors

(see attached)

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PATENT APPLICATION ASSIGNMENT

Thomas F. Darden and James Szyperski (collectively "Assignors"), each with a principal business address of 111 E. Hargett Street, Suite 300, Raleigh, NC 27601, being the owners of certain inventions and improvements disclosed in the following patent applications:

TITLE	US PATENT APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION AND MANAGEMENT	13/247,944	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION AND MANAGEMENT WITH PREDICTIVE MODELING	13/247,953	9/28/2011
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT	13/247,972	9/28/2011

(collectively, the "Patent Applications") and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby assigns to **SPE Holdings, LLC**, a North Carolina limited liability company, having a principal place of business of 111 E. Hargett Street, Suite 300, Raleigh, NC 27601, its successors and assigns, ("Assignee") the entire right, title and interest in and to the Patent Applications, and in, to and under any provisional, non-provisional, reissue, renewal, divisional, continuation, continuation-in-part, substitute, or other application based in whole or in part on the Patent Applications, and any corresponding application filed in any foreign country, and in, to and under any letters patent of the United States or any foreign country which may be issued on any of the Patent Applications;

Assignors further grant to Assignee, its successors and assigns, the right to claim for any of the Patent Applications any privileges available under conventions or other agreements relating to industrial property or under the municipal law in the countries in which the Patent Applications are filed, including the right to sue for damages and other remedies in respect of any infringement of any patents which may issue on the Patent Applications which may have occurred before the effective date of this Assignment;

Assignors agrees to: (a) reasonably cooperate with Assignee in the prosecution of the Patent Applications and foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other reasonable acts as Assignee lawfully may request to obtain or maintain the Patent Applications for the inventions in any and all countries; provided however, that all costs in connection with any of the foregoing shall be borne by Assignee.

Assignors do hereby authorize and request the United States Commissioner of Patents, and appropriately empowered officials of foreign countries, to issue letters patent or patents upon the applications to Assignee, its successors and assigns, as assignee of the entire right, title and interest in and to the same.

[signatures are on the following page]

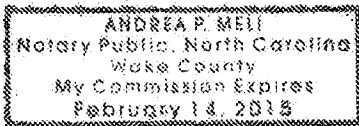
IN WITNESS WHEREOF, each of Thomas F. Darden and James Szyperski has executed this instrument, effective as of the 28 day of November, 2012.


Thomas F. Darden

State of North Carolina)
County of Wake) ss

On the 28 day of November, 2012, before me, the subscriber, a notary public, in and for the state and county aforesaid, personally appeared Thomas F. Darden, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



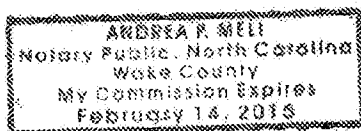

NOTARY PUBLIC
ANDREA P. MELI


James Szyperski

State of North Carolina)
County of Wake) ss

On the 28 day of November, 2012, before me, the subscriber, a notary public, in and for the state and county aforesaid, personally appeared James Szyperski, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




NOTARY PUBLIC
ANDREA P. MELI

PATENT APPLICATION ASSIGNMENT

Thomas F. Darden, James Szyperski, and Cherokee Advisers, L.L.C., a Delaware limited liability company (collectively "**Assignors**"), each with a principal business address of **111 E. Hargett Street, Suite 300, Raleigh, NC 27601**, being the owners of certain inventions and improvements disclosed in the following patent application:

TITLE	US PATENT APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT AND PREDICTIVE MODELING	PCT/US12/57880	9/28/2012

(the "Patent Application") and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby assigns to **SPE Holdings, LLC**, a North Carolina limited liability company, having a principal place of business of 111 E. Hargett Street, Suite 300, Raleigh, NC 27601, its successors and assigns, ("**Assignee**") the entire right, title and interest in and to the Patent Application, and in, to and under any provisional, non-provisional, reissue, renewal, divisional, continuation, continuation-in-part, substitute, or other application based in whole or in part on the Patent Application, and any corresponding application filed in any foreign country, and in, to and under any letters patent of the United States or any foreign country which may be issued on the Patent Application;

Assignors further grant to Assignee, its successors and assigns, the right to claim for the Patent Application any privileges available under conventions or other agreements relating to industrial property or under the municipal law in the countries in which the Patent Application is filed, including the right to sue for damages and other remedies in respect of any infringement of any patents which may issue on the Patent Application which may have occurred before the effective date of this Assignment;

Assignors agrees to: (a) reasonably cooperate with Assignee in the prosecution of the Patent Application and foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other reasonable acts as Assignee lawfully may request to obtain or maintain the Patent Application for the inventions in any and all countries; provided however, that all costs in connection with any of the foregoing shall be borne by Assignee.

Assignors do hereby authorize and request the United States Commissioner of Patents, and appropriately empowered officials of foreign countries, to issue letters patent or patents upon the application to Assignee, its successors and assigns, as assignee of the entire right, title and interest in and to the same.

[signatures are on the following pages]

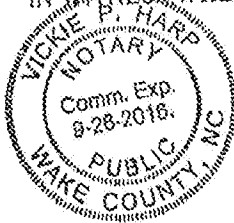
IN WITNESS WHEREOF, each of Thomas F. Darden, James Szyperski, and Cherokee Advisers, L.L.C. has executed this instrument, effective as of the 7 day of December, 2012.

Thomas F. Darden
Thomas F. Darden

State of North Carolina
County of Wake) ss

On the 7 day of December, 2012, before me, the subscriber, a notary public, in and for the state and county aforesaid, personally appeared Thomas F. Darden, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Vickie P. Harp
NOTARY PUBLIC
Vickie P. Harp

James Szyperski
James Szyperski

State of _____)
County of _____) ss

On the _____ day of December, 2012, before me, the subscriber, a notary public, in and for the state and county aforesaid, personally appeared James Szyperski, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

[Continuation of Signature Page to Patent Application Assignment]

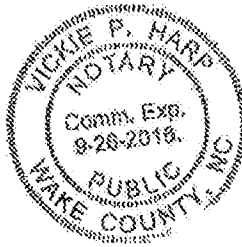
CHEROKEE ADVISERS, L.L.C., a
Delaware limited liability company


John A. Mazzarino

State of North Carolina)
County of Wake) ss

On the 7 day of December, 2012, before me, the subscriber, a notary public, in and for the state and county aforesaid, personally appeared John A. Mazzarino, who acknowledged that he signed the foregoing Assignment in the capacity indicated as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



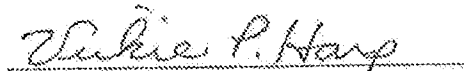

NOTARY PUBLIC
Vickie P. Harp

Exhibit B

*Assignment Agreement, to be recorded, between Power Generation Services, Inc. as Assignee
and SPE Holdings, LLC, as Assignor*

(see attached)

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19866158.5

PATENT ASSIGNMENT

SPE Holdings, LLC, a North Carolina limited liability company ("Assignor"), with a principal place of business at **111 E. Hargett Street, Suite 300, Raleigh, NC 27601**, being the owner of certain inventions and improvements disclosed in the following patents and patent applications:

TITLE	US PATENT APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION AND MANAGEMENT	13/247,944	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION AND MANAGEMENT WITH PREDICTIVE MODELING	13/247,953	9/28/2011
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT	13/247,972	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT AND PREDICTIVE MODELING	PCT/US12/57880	9/28/2012

(collectively, the "Patents") and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby assigns to **Power Generation Services, Inc.**, a Georgia corporation, having a principal place of business 111 E. Hargett Street, Suite 300, Raleigh, NC 27601, its successors and assigns, ("Assignee") the entire right, title and interest in and to said applications, and in, to and under any provisional, non-provisional, reissue, renewal, divisional, continuation, continuation-in-part, substitute, or other application based in whole or in part on said applications, and any corresponding application filed in any foreign country, and in, to and under any letters patent of the United States or any foreign country which may be issued on any of the applications;

Assignor further grants to Assignee, its successors and assigns, the right to claim for any of the applications any privileges available under conventions or other agreements relating to industrial property or under the municipal law in the countries in which said applications are filed, including the right to sue for damages and other remedies in respect of any infringement of any patents which may issue on the applications which may have occurred before the effective date of this Assignment; and

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19666158.5

Assignor does hereby authorize and request the United States Commissioner of Patents, and appropriately empowered officials of foreign countries, to issue letters patent or patents upon the applications to Assignee, its successors and assigns, as assignee of the entire right, title and interest in and to the same.

[signatures are on the following page]

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19666158.5

IN WITNESS WHEREOF, SPE Holdings, LLC, through its authorized officer, has executed this instrument, effective as of the 7 day of December, 2012, and affixed its corporate seal hereunto.

[SEAL]
Attest:

SPE HOLDINGS, LLC

By [Signature]
Name: DOMINO L. WINSOR, III
Title: V.P.

By [Signature]
Name: John Mazzarino
Title: Manager

State of North Carolina)
County of Wake) ss

On the 7 day of December, 2012, before me, the subscriber, a notary public, in and for the state and county aforesaid, personally appeared John Mazzarino, who acknowledged himself to be the Manager of SPE Holdings, LLC, a North Carolina limited liability company, and who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of SPE Holdings, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC
Vickie P. Harp

[Signature Page to Patent Agreement - SPE Holdings, LLC to Power Generation Services, Inc.]

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") dated as of the 7th day of December, 2012 (the "Effective Date") is by and between **Power Generation Services, Inc.**, a Georgia corporation ("PGSI"); and **Causam Ventures, Inc.**, a Delaware corporation ("Causam"). PGSI and Causam are sometimes referred to herein as a "Party" and are collectively referred to as the "Parties."

BACKGROUND

PGSI is the recipient by contribution from SPE Holdings, LLC, a North Carolina limited liability company, of SPE Holdings, LLC's right, title and interest in, to and under the United States patent applications set forth on Exhibit A hereto (the "Assigned Property"). As partial consideration for the rights granted by Causam to PGSI pursuant to that certain Patent License Agreement of even date hereof, PGSI desires to assign to Causam, and Causam desires to accept, all of PGSI's interest in the Assigned Property. Accordingly, for good and valuable consideration, the adequacy, mutuality and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Assignment of Assigned Property.** PGSI does hereby, as of the Effective Date, assign, transfer, convey and deliver to Causam (absolutely, unconditionally and irrevocably), and Causam hereby accepts, all of PGSI's right, title, and interest in and to the Assigned Property, legal and equitable, including all rights, privileges, powers and interests related thereto; TO HAVE AND TO HOLD all and singular the Assigned Property for its own use and behoof forever.

2. **Cross License of Assigned Property.** Causam grants to PGSI an exclusive, irrevocable, perpetual, assignable to a successor in interest, sublicensable and royalty-free license to practice the intellectual property and any issued patents arising out of the Assigned Property in the Field of Use in the Territory. As used herein, "Field of Use" means the operation of an energy software and services platform that enables owners of distributed electric generation assets to register their assets with, and participate in various demand response and ancillary services programs to sell power into, the structured power markets in the Territory; and "Territory" means the United States (including its possessions) and all other parts of North America (including islands).

3. **Representations and Warranties.** PGSI represents and warrants to Causam, as of the date set forth above, that the following statements are true and correct:

(a) **Existence.** PGSI is duly formed, organized and validly existing under the laws of the State of Georgia.

(b) **Power and Authority.** PGSI has the power and authority to execute, deliver and otherwise perform this Agreement and any agreements, instruments and documents to be executed and delivered by it pursuant to this Agreement or the transactions contemplated hereby; and without limiting the foregoing, PGSI has authorized and approved the execution, delivery and performance of this Agreement and any agreements, instruments and documents to

be executed and delivered by it pursuant to this Agreement or the transactions contemplated hereby.

(c) Due Execution and Enforceability. This Agreement has been, and each other agreement, instrument and document to be executed and delivered by PGSI pursuant to this Agreement or the transactions contemplated hereby will be, duly executed and delivered by PGSI and each constitutes a legal, valid and binding obligation of PGSI, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and other laws and equitable principles affecting creditors' rights generally and the discretion of the courts in granting equitable remedies.

(d) Execution, Delivery and Performance Permitted Without Violation. The execution, delivery and performance of this Agreement is, and of the agreements, instruments and documents to be executed and delivered by it pursuant to this Agreement and the transactions contemplated hereby will be, in compliance with, and is not (and will not be), assuming the giving of notice or the passage of time or both, in violation of (i) PGSI's charter and governing documents, (ii) any applicable law to which PGSI or any of the respective assets of PGSI are subject or bound, or (iii) any contract, commitment, order, ruling or proceeding to which PGSI, or any of the assets of PGSI, are subject or bound.

4. Acknowledgement and Disclaimer.

(a) Causam acknowledges and agrees (i) that PGSI has not performed any independent investigation as to the claims embodied in the Assigned Property, if any, (ii) that Causam, together with its advisors, has performed such diligence as it deems appropriate with respect to the ownership and use of the Assigned Property and assumes all risk associated therewith, and (iii) that neither PGSI nor any party on behalf of PGSI has made any statement, representation or warranty with respect to the Assigned Property except as expressly set forth herein.

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2, PGSI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ASSIGNED PROPERTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL SUCH REPRESENTATIONS AND WARRANTIES EXCEPT AS SET FORTH HEREIN ARE EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

(c) Causam hereby agrees to indemnify and hold harmless PGSI and its directors, managers, members, officers, employees and agents from any and all loss, damage, liability, expenses or costs (including attorneys' fees) due to, or arising out of, Causam's use of the Assigned Property

5. Miscellaneous Provisions.

(a) Good Faith Efforts; Further Assurances. The Parties will in good faith undertake to perform their obligations in this Agreement, to satisfy all conditions and to cause the transactions contemplated in this Agreement to be carried out promptly in accordance with

the terms of this Agreement. Each Party will do such things as may be reasonably requested by the other Party to this Agreement, at the requesting Party's expense, in order more effectively to consummate or to document the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of any assignment instruments. The inventors have agreed to execute any documents required for ongoing patent prosecution including any foreign patent applications, any inventorship and/or applicant corrections or take any and all acts necessary to perfect the Parties' respective rights under this Agreement. Without limiting the foregoing, the Parties agree that Causam may record the assignment effected hereby with the United States Patent and Trademark Office by filing a duly executed copy of an assignment instrument substantially in the form attached hereto as Exhibit B.

(b) Notices. Each notice, communication and delivery under this Agreement: (i) will be made in writing signed by the Party making the same; (ii) will specify the Section pursuant to which it is given; (iii) will be given either in person or by a nationally recognized next business day delivery service for next business day delivery; and (iv) if not given in person, will be given to a Party at the address set forth below such Party's signature (or at such other address as a Party may furnish to the other Parties pursuant to this subsection). If notice is given pursuant to this subsection of a permitted successor or assign of a Party, then notice will also thereafter be given as set forth above to such successor or assign of such Party.

(c) Assignment. No Party may assign this Agreement or its rights hereunder without the prior written consent of the other Parties, not to be unreasonably withheld. Subject to the foregoing limitations on assignment, this Agreement is binding upon the Parties and their successors and assigns and inures to the benefit of the Parties and their permitted successors and assigns and, when appropriate to effect the binding nature of this Agreement for the benefit of the other Parties, any other successor or assign.

(d) Rules of Construction. For purposes of this Agreement: (i) "including" and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to "included" matters will be regarded as non-exclusive, non-characterizing illustrations; (ii) "will" has the same meaning as "shall" and thus means an obligation and an imperative and not a futurity; (iii) when "Section," "Subsection," or "Exhibit" is capitalized in this Agreement, such refers to such item of or to this Agreement; (iv) the titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; (v) whenever the context so requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders; (vi) each exhibit referred to in this Agreement and each attachment to any of them or this Agreement is hereby incorporated by reference into this Agreement and is made a part of this Agreement as if set out in full in the first place that reference is made to it; and (g) acknowledging that Parties have participated jointly in the negotiation and drafting of this Agreement, if an ambiguity or question of intent or interpretation arises as to any aspect of this Agreement, then it will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(e) Controlling Law; Integration; Amendment; Waiver; Remedies Cumulative. This Agreement is governed by, and will be construed and enforced in accordance

with, the laws of the State of Georgia except the laws of that state that would render such choice of laws ineffective. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties as to its subject matter and constitutes the entire agreement between the Parties as to its subject matter. This Agreement may not be altered or amended except in writing signed by the Parties. The failure of any Party at any time or times to require performance of any provision of this Agreement will in no manner affect the right to enforce the same; and no waiver by any Party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one of more instances will be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement. The remedies of a Party provided in this Agreement are cumulative and will not exclude any other remedies to which any Party may be lawfully entitled under this Agreement or applicable law, and the exercise of a remedy will not be deemed an election excluding any other remedy (any such claim by the other Party being hereby waived).

(f) Copies. This Agreement may be executed in two or more copies, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such copies.

[The remainder of this page is intentionally blank. Signatures appear on the following page.]

DULY EXECUTED and delivered by the Parties effective as of the Effective Date.

PGSI:

Power Generation Services, Inc.,
a Georgia corporation

By: _____

James Szyperski, CEO

CAUSAM:

Causam Ventures, Inc.,
a Delaware corporation

By: _____

Joseph Forbes, President

* * * * *

[Signature Page to Assignment Agreement between PGSI and Causam Ventures, Inc.]

DULY EXECUTED and delivered by the Parties effective as of the Effective Date.

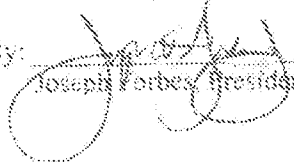
PGSI:

Power Generation Services, Inc.,
a Georgia corporation

By: _____
James Szyperski, CEO

CAUSAM:

Causam Ventures, Inc.,
a Delaware corporation

By:  _____
Joseph Forbes, President

* * * * *

[Signature Page to Assignment Agreement between PGSI and Causam Ventures, Inc.]

Exhibit A

Assigned Property

TITLE	PATENT APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION AND MANAGEMENT	13/247,944	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION AND MANAGEMENT WITH PREDICTIVE MODELING	13/247,953	9/28/2011
SYSTEMS AND METHODS FOR MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT	13/247,972	9/28/2011
SYSTEMS AND METHODS FOR OPTIMIZING MICROGRID POWER GENERATION MANAGEMENT WITH SELECTIVE DISCONNECT AND PREDICTIVE MODELING	PCT/US12/57880	9/28/2012

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Exhibit B

(See Exhibit B of Exhibit A of Patent License Agreement)

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