

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8210227

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAUSAM ENTERPRISES, INC.	07/26/2023
RECEIVING PARTY DATA		
Name:	CAUSAM EXCHANGE, INC.	
Street Address:	9208 FALLS OF THE NEUSE ROAD, SUITE 215	
City:	RALEIGH	
State/Country:	NORTH CAROLINA	
Postal Code:	27615	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	18481697
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:	4204-213	
NAME OF SUBMITTER:	JINAN GLASGOW GEORGE	
SIGNATURE:	/JiNan Glasgow George/	
DATE SIGNED:	10/09/2023	
Total Attachments: 9		
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PATENT

REEL: 065157 FRAME: 0673

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement (the "Agreement") is made this 26th day of July, 2023 (the "Effective Date") by and between Causam Enterprises, Inc. having a principal place of business at 9208 Falls of the Neuse Road, Suite 215, Raleigh, NC 27615 (the "Licensor") and Causam eXchange, Inc., having a principal place of business at 9208 Falls of the Neuse Road, Suite 215, Raleigh, NC 27615 (the "Licensee"). Licensor and Licensee are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Licensor owns the right to license the Patents (as defined below); and

WHEREAS, Licensee desires to gain rights under the Patents and to commercialize products and services covered by the Patents in the Territory (as defined below) for the Field of Use (as defined below); and

WHEREAS, Licensor is willing to grant and Licensee accepts a license under the Patents restricted in the Territory accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

1.1. "Patents" means those patents and/or patent applications listed in Appendix A, all non-provisional applications, continuation applications, continuation-in-part applications, reissue applications, divisional applications, substitute applications, foreign applications, and foreign patents that may issue therefrom, and all non-provisional applications, continuation applications, continuation-in-part applications, reissue applications, divisional applications, substitute applications, foreign applications, and foreign patents filed by Licensor after the Effective Date.

1.2. "Licensed Process" means any process, service, or method covered by Licensor's Patents.

1.3. "Licensed Product" means any article, composition, apparatus, kit, equipment, system, unit, product, or component part covered by Licensor's Patents, or any article, composition, apparatus, or any other material made, used, or sold by or utilizing or practicing a Licensed Process. If the Licensed Product is a component of another product or work, such product or work is deemed to be the Licensed Product for purposes of this Agreement.

1.4. "Term" has the meaning set forth in Section 7.1.

1.5. "Territory" means worldwide.

1.6. "Field of Use" means energy financial settlements.

2. Grant.

2.1. Grant of Patent License. Licensor hereby grants to Licensee and Licensee hereby accepts a non-exclusive, worldwide, irrevocable, royalty-free, fully paid-up, transferable license under the Patents to import, make, have made, use, market, offer for sale, and sell Licensed Products and Licensed Processes in the Territory for the Field of Use.

2.2. Licensor Reservation of Rights. Licensor reserves the right to make, use, offer to sell, sell, and import Licensed Products and Licensed Processes in the Territory.

Notwithstanding the grant of certain licenses in this Agreement, Licensee takes such license subject to any rights granted to third parties established by agreements entered into by Licensor before the Effective Date and all renewals and extensions thereof.

Licensor retains ownership in continuation applications, continuation-in-part applications, divisional applications, reissue applications, foreign applications, and foreign patents of the Patents in Appendix A, except as specified in Section 4.

3. Right to Sublicense. Licensee shall have the right to enter into sublicense agreements for the rights, privileges, and licenses granted hereunder in its sole discretion and on terms determined by Licensee.

4. Intellectual Property.

4.1. Ownership. Licensee shall own all rights in all improvements which Licensee makes to the Patents, a Licensed Product, and/or a Licensed Process, and shall own any intellectual property associated with those improvements (the "Developed IP"). The Developed IP includes, but is not limited to, any copyrightable works, ideas, discoveries, inventions, patents, patent applications, products, trademarks/service marks, trade secrets, disclosures, domain names, or other intellectual property or information developed in whole or in part by Licensee based on the Patents, a Licensed Process, a Licensed Product, or other proprietary information exchanged as part of this Agreement. For the avoidance of doubt, the Developed IP owned by Licensee under this Agreement includes any continuation-in-part (CIP) applications of the Patents filed by Licensee after the Effective Date of this Agreement. Licensor recognizes and agrees that Licensor shall have no right in the Developed IP under this Agreement.

5. Representations and Warranties.

5.1. Representation of Ownership. Licensor represents that it owns all rights to the Patents and Technology that are necessary for granting a license pursuant to this Agreement.

5.2. No Warranty.

5.2.1. Nothing contained herein shall be deemed to be a warranty by Licensor that any of the Patents will afford adequate or commercially worthwhile protection.

5.2.2. Licensor does not warrant the validity of the Patents and makes no representation as to their scope. Licensor disclaims any warranty of non-infringement of the rights of others under any present or future patent. Licensee does not warrant the validity of the Patents licensed by it pursuant to this Agreement and makes no representation as to their scope. Licensee disclaims any

warranty of non-infringement of the rights of others under any present or future patent.

5.2.3. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PATENTS, THE LICENSED PRODUCTS, THE LICENSED PROCESSES, OR ANYTHING ELSE LICENSED, DISCLOSED, OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE, INJURY TO PROPERTY, OR LOST PROFITS.

6. Limitation of Liability.

6.1. No Liability. Licensor shall not be responsible for any losses due to Licensee actions and accepts no liability under any contract, negligence, strict liability, or other legal or equitable theory for any indirect, incidental, consequential, or punitive damages or lost profits. Licensor accepts no liability for direct, indirect, or consequential damages whatsoever even if Licensor has been advised of the possibility of such damages, including, but not limited to, business interruption, lost business revenue, lost profits, failure to realize expected savings, economic loss, loss of data, loss of business opportunity, cost of procurement of substitute goods, technology, or services, or any claim against Licensee by any other party.

6.2. Aggregate Liability. Licensor's aggregate liability for all damages of any kind arising out of or relating to this Agreement or its subject matter under any contract, negligence, strict liability, or other legal or equitable theory shall not exceed the amounts paid to Licensor under this Agreement.

7. Term of Agreement.

7.1. Term. The term of this Agreement will commence on the Effective Date and will continue in perpetuity.

8. Severability. If any provision of this Agreement shall be held invalid or unenforceable to any extent under any applicable law or by any court of competent jurisdiction, the remaining provisions of this Agreement, or the application of such remaining provisions, shall remain enforceable consistent with the intents and purposes of the Agreement to the fullest extent permitted by law.

9. Waiver. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not be deemed a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. Any claim of waiver of any right, obligation, term or condition of this Agreement and any claim that any provision of this Agreement has been modified or amended shall be null and void unless such waiver, modification, or amendment is made in writing and signed by the Parties.

10. Transfer of Ownership or Control of Licensor or the Patents. Transfer of ownership or control of Licensor or the Patents shall have no effect on the license granted to Licensee herein.

11. Assignability. This Agreement may be assigned or otherwise transferred in whole or in part by Licensee without the consent of Licensor. This Agreement may be assigned or transferred to any purchaser of all or substantially of Licensee's assets or to any successor corporation resulting from any merger, reorganization, or consolidation.

12. Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by causes beyond the reasonable control of the Parties, including unforeseeable supply shortages, act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, excluding that body of law known as choice of law, and shall be binding upon the Parties hereto in the United States and worldwide. In the event a dispute arises between the Parties to this Agreement, the Parties agree that, prior to filing a suit in a court or a claim in arbitration relating to this Agreement, they will make a good faith attempt to resolve their differences by participating in mediation using a mutually agreed mediation service. The Parties shall equally bear the costs of the mediation. In the event that mediation is unsuccessful and a legal action or other proceeding becomes necessary to enforce or interpret the terms of this Agreement, the Parties agree that such action shall be brought in a court of competent jurisdiction in the State of North Carolina, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of North Carolina. The Parties to this Agreement each consent to the *in personam* jurisdiction and venue of such courts.

14. Counterparts. This Agreement may be executed by the Parties in separate counterparts and exchanged by facsimile or electronic mail, with the same effect as if all Parties had signed the same instrument.

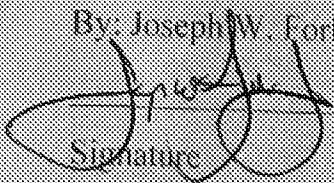
15. Headings. The headings used in this Agreement are not to be deemed part of this Agreement, but are for convenience only and do not affect or limit the meaning of the language in a paragraph.

16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties relating to the matters referred to in this document, supersedes any and all previous or contemporaneous written or oral agreements on these subjects.

LICENSOR:

Causam Enterprises, Inc.

By: Joseph W. Forbes, Jr.

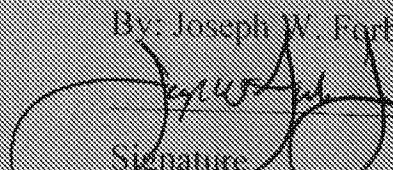

Signature
CEO

Title

LICENSEE:

Causam eXchange, Inc.

By: Joseph W. Forbes, Jr.


Signature
CHAIRMAN

Title

PATENT

REEL: 065157 FRAME: 0677

APPENDIX A**Patents**

App No.	Filing Date	Pub No.	Patent No.	Country
13/463,761	2012.05.03	2012-0221162	8,805,552	US
13/463,781	2012.05.03	2012-0239218	8,806,239	US
13/464,665	2012.05.04	2012-0221163	9,177,323	US
13/466,725	2012.05.08	2012-0239219	8,890,505	US
13/471,589	2012.05.15	2012-0226384	9,130,402	US
13/471,575	2012.05.15	2012-0245753	---	US
13/528,596	2012.06.20	2013-0345888	9,207,698	US
PCT/US13/46855	2013.06.20	WO 2013/192432	---	WIPO
13/549,429	2012.07.14	2014-0018969	9,563,215	US
PCT/US13/50419	2013.07.14	WO 2014/014792	---	WIPO
13/563,535	2012.07.31	2014-0039699	9,513,648	US
PCT/US13/53095	2013.07.31	WO 2014/022596	---	WIPO
13/746,733	2013.01.22	2014-0039701	9,465,397	US
13/757,772	2013.02.02	---	8,588,991	US
13/839,610	2013.03.15	2013-0346768	9,465,398	US
13/840,128	2013.03.15	2013-0345884	9,461,471	US
14/290,598	2014.05.29	2014-0277788	8,983,669	US
PCT/US15/29809	2015.05.08	WO 2015/183517	---	WIPO
14/050,328	2013.10.09	2014-0039703	8,761,952	US
14/587,557	2014.12.31	2015-0183333	10,899,235	US
61/923,115	2014.01.02	---	---	US
14/290,570	2014.05.29	2014-0277786	9,008,852	US
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14/456,306	2014.08.11	2014-0350745	9,678,522	US
14/456,348	2014.08.11	2014-0358312	9,766,644	US
14/518,263	2014.10.20	2015-0073615	9,729,010	US
14/518,287	2014.10.20	2015-0088325	9,729,011	US
14/518,412	2014.10.20	2015-0073609	9,740,227	US
14/568,898	2014.12.12	2015-0154618	10,389,115	US
14/517,399	2014.10.17	2015-0039149	9,651,973	US
14/568,950	2014.12.12	2015-0142201	10,088,859	US
14/568,983	2014.12.12	2015-0100172	9,429,974	US
14/918,840	2015.10.21	2016-0117657	10,311,416	US
62/067,180	2014.10.22	---	---	US
PCT/US15/56797	2015.10.22	WO 2016/065092	---	WIPO
14/591,496	2015.01.07	2015-0127178	9,729,012	US
14/575,265	2014.12.18	2015-0105931	10,651,655	US

14/575,304	2014.12.18	2015-0155713	9,952,611	US
14/993,703	2016.01.12	2016-0203569	10,769,734	US
62/102,893	2015.01.13	---	---	US
14/885,525	2015.10.16	2016-0112310	10,116,560	US
62/066,356	2014.10.20	---	---	US
14/610,216	2015.01.30	2015-0148979	9,804,625	US
14/790,555	2015.07.02	2015-0303691	9,899,836	US
14/790,579	2015.07.02	2015-0326016	10,116,134	US
14/844,871	2015.09.03	2015-0380937	10,295,969	US
15/273,088	2016.09.22	2017-0083989	10,475,138	US
62/222,470	2015.09.23	---	---	US
15/269,120	2016.09.19	2017-0092055	10,444,806	US
62/222,988	2015.09.24	---	---	US
15/223,772	2016.07.29	2016-0334824	10,168,722	US
15/253,257	2016.08.31	2016-0370819	---	US
15/286,973	2016.10.06	2017-0025893	10,320,227	US
15/252,950	2016.08.31	2017-0017251	9,989,982	US
15/288,246	2016.10.07	2017-0025860	10,547,178	US
15/358,876	2016.11.22	2017-0077751	9,806,563	US
13/247,944	2011.09.28	2013-0076140	9,225,173	US
13/247,953	2011.09.28	2013-0079939	8,862,279	US
13/247,972	2011.09.28	2013-0079943	8,751,036	US
PCT/US12/57880	2012.09.28	WO 2013/049547	---	WIPO
14/292,133	2014.05.30	2014-0288722	9,563,248	US
14/486,528	2014.09.15	2015-0039147	9,639,103	US
14/969,890	2015.12.15	2016-0105025	9,979,198	US
15/425,618	2017.02.06	2017-0147025	9,880,580	US
15/425,687	2017.02.06	2017-0147026	10,429,871	US
15/582,845	2017.05.01	2017-0237258	10,261,536	US
15/594,219	2017.05.12	2017-0250567	10,396,592	US
15/670,601	2017.08.07	2017-0338692	10,651,682	US
15/670,692	2017.08.07	2017-0338693	10,559,976	US
15/670,741	2017.08.07	2017-0358949	10,381,870	US
15/681,034	2017.08.18	2017-0344045	10,429,872	US
15/618,981	2017.06.09	2017-0277214	10,394,268	US
15/705,918	2017.09.15	2018-0017985	10,303,194	US
15/797,630	2017.10.30	2018-0059702	10,310,534	US
15/670,903	2017.08.07	2017-0358041	10,861,112	US
15/797,754	2017.10.30	2018-0123390	10,523,050	US
15/958,436	2018.04.20	2018-0246536	10,768,653	US

15/898,701	2018.02.19	2018-0183237	10,833,504	US
15/987,454	2018.05.23	2018-0275708	10,831,223	US
16/138,299	2018.09.21	2019-0041887	11,262,779	US
16/170,706	2018.10.25	2019-0067940	10,985,556	US
16/170,735	2018.10.25	2019-0058658	10,833,985	US
16/228,968	2018.12.21	2019-0146537	10,768,654	US
16/415,322	2019.05.17	2019-0271955		US
16/436,207	2019.06.10	2019-0379238	10,985,609	US
16/420,918	2019.05.23	2019-0347633	10,990,943	US
16/428,272	2019.05.31	2019-0354127	10,852,760	US
16/421,029	2019.05.23	2019-0346870	11,119,521	US
16/549,802	2019.08.23	2020-0052523	11,108,263	US
16/536,872	2019.08.09	2020-0036224	11,095,151	US
16/542,801	2019.08.16	2020-0067308	11,025,057	US
16/549,509	2019.08.23	2020-0050227	11,022,995	US
16/585,953	2019.09.27	2020-0026318	11,126,213	US
16/586,053	2019.09.27	2020-0026319	10,996,706	US
16/599,904	2019.10.11	2020-0043285	11,474,573	US
16/678,208	2019.11.08	2020-0098056	11,004,160	US
16/725,534	2019.12.23	2020-0136430	10,998,764	US
16/751,719	2020.01.24	2020-0161870	11,228,184	US
16/751,670	2020.01.24	2020-0161894	10,938,236	US
16/864,857	2020.05.01	2020-0259364	11,316,367	US
16/870,334	2020.05.08	2020-0274366	11,165,258	US
17/011,624	2020.09.03	2021-0026387		US
17/012,692	2020.09.04	2020-0402185		US
17/012,739	2020.09.04	2020-0401176	11,625,058	US
17/090,430	2020.11.05	2021-0080989		US
17/111,071	2020.12.03	2021-0090185	11,501,389	US
17/091,606	2020.11.06	2021-0135987		US
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17/153,387	2021.01.20	2021-0142411		US
17/077,517	2020.10.22	2021-0066926		US
17/187,020	2021.02.26	2021-0194279	11,561,564	US
17/237,714	2021.04.22	2021-0264392	11,436,582	US
17/122,441	2020.12.15	2021-0143637	---	US
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17/245,923	2021.04.30	2021-0313834		US

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17/400,881	2021.08.12	2021-0376656		US
17/329,920	2021.05.25	2021-0278870		US
17/329,873	2021.05.25	2021-0281068		US
17/411,795	2021.08.25	2021-0384758		US
17/471,959	2021.09.10	2021-0405675		US
17/478,389	2021.09.17	2022-0004214		US
17/514,706	2021.10.29	2022-0060027		US
17/576,400	2022.01.14	2022-0140616		US
17/681,173	2022.02.25	2022-0179440		US
17/718,972	2022.04.12	2022-0236758		US
17/726,143	2022.04.21	2022-0247208		US
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17/947,712	2022.09.19	2023-0015983		US
17/887,086	2022.08.12	2022-0382312		US
18/156,103	2023.01.18			US
17/948,797	2022.09.20	2023-0019014		US
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