

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI176327

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	IPKeys Power Partners LLC	04/04/2024
RECEIVING PARTY DATA		
Company Name:	IPKeys Power Partners, Inc	
Street Address:	44 Gilbert Street West	
City:	Tinton Falls	
State/Country:	NEW JERSEY	
Postal Code:	07701	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10996703
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>		
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Address Line 4:	Colorado Springs, COLORADO 80903	
ATTORNEY DOCKET NUMBER:	PRSN P087	
NAME OF SUBMITTER:	REBECCA GRUBER	
SIGNATURE:	REBECCA GRUBER	
DATE SIGNED:	04/18/2024	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**") dated as of April 4, 2024, is made by **IPKeys Power Partners LLC ("Assignor")**, a Delaware Limited Liability Corporation located at 12 Christopher Way, Suite 301, Eatontown, New Jersey, 07724, in favor of **IPKeys Power Partners, Inc ("Assignee")**, a Delaware Corporation, located at 44 Gilbert Street West, Tinton Falls, New Jersey 07701 (collectively the "**Parties**").

Whereas, Assignor owns and is the owner of the patents and patent applications set forth on Schedule 1 (together with all patents that issue therefrom and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals thereof, and any other patents or patent applications, whether issued or filed before, on, or after the date of this Agreement, owned by Assignor that claim priority from any of the foregoing or from which any of the foregoing claim priority, (collectively, the "**Patents**"), which Assignor desires to assign to Assignee;

Whereas, Assignee desires to acquire the entire right, title and interest in and to such **Patents; and**

Whereas Assignor wishes to continue using the Patents and inventions with respect to the business conducted by Assignee with such goods and services, and Assignee is willing to permit such use of the Patents by Assignor on the terms and conditions hereinafter set forth;

NOW THEREFORE, the Parties, as stated above in the recitals which are hereby incorporated by reference in their entirety, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns, and agrees to assign so long as Assignor is a wholly owned subsidiary of Assignee, to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) all patents and patent applications including those set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee.

3. License Back. Subject to the terms and conditions of this Agreement, Assignee hereby grants to Assignor a royalty-free, non-transferable, non-sublicensable license under the Licensed Patents to make, use, offer to sell, sell, and

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import any product and perform any process or method the manufacture, use, offer for sale, sale, or performance of which by Assignor would, but for this Agreement, infringe a Licensed Patent's valid claim in a jurisdiction where such a valid claim exists.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first written above.

IPKeys Power Partners LLC

By: Robert Nawy
Name: Robert Nawy
Title: Director

AGREED TO AND ACCEPTED:

IPKeys Power Partners, Inc.

By: Robert Nawy
Name: Robert Nawy
Title: Director

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent No.	Grant Date
SHORT MESSAGE SERVICE (SMS)-ENABLED OPEN AUTOMATED DEMAND RESPONSE (OPENADR) SERVER AND RELATED COMMUNICATIONS SYSTEMS AND METHODS	United States	9,369,305	06/14/2016
SHORT MESSAGE SERVICE (SMS)-ENABLED OPEN AUTOMATED DEMAND RESPONSE (OPENADR) SERVER AND RELATED COMMUNICATIONS SYSTEMS AND METHODS	United States	9,667,578	05/30/2017
OPEN AUTOMATED DEMAND RESPONSE (OPEN ADR)	United States	10,591,944	03/17/2020
OPEN AUTOMATED DEMAND RESPONSE (OADR) ENDPOINT DEVICE	United States	10,915,129	02/09/2021
OPEN AUTOMATED DEMAND RESPONSE (OPENADR) ENDPOINT DEVICE FOR MANAGING SYSTEM LOADS AND RESOURCES BASED ON ENERGY MARKET INDICATORS	United States	10,996,703	05/04/2021

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Patent Applications

Title	Jurisdiction	Application Number	Application Filing Date
OPEN AUTOMATED DEMAND RESPONSE (OPEN ADR)	United States	16/819,639	12/02/2015