

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SmartSynch, Inc.		03/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kinetic Ventures, LLC
Street Address:	2 Wisconsin Circle
Internal Address:	Suite 620
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77317322	AMI2
Serial Number:	77268387	ENABLING THE SMART GRID
Serial Number:	77269459	AMI INTELLIGENCE
Serial Number:	77808044	GRIDROUTER
Serial Number:	76307265	SMARTSYNCH
Registration Number:	2642436	SMARTSYNCH
Serial Number:	76306380	SMART SYNCH
Registration Number:	2656129	SMART SYNCH
Serial Number:	77158219	SMARTSYNCH ENABLED
Registration Number:	3500699	SMARTSYNCH ENABLED
Serial Number:	77158225	GET ENABLED
Registration Number:	3361856	GET ENABLED
Serial Number:	77158229	EMBRACE THE POWER OF INFORMATION

CH \$365.00 77317322

Registration Number:

3361857

EMBRACE THE POWER OF INFORMATION

CORRESPONDENCE DATA

Fax Number: (404)365-9532

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-233-7000

Email: jguy@mmmlaw.com

Correspondent Name: Janet Guy

Address Line 1: 3343 Peachtree Road NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:

15325.71065 JGUY

NAME OF SUBMITTER:

Janet Guy

Signature:

/Janet Guy/

Date:

03/11/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 1, 2010 by and between KINETIC VENTURES, LLC ("*Collateral Agent*"), as agent for the Secured Parties (as defined below), and SmartSynch, Inc., a Delaware corporation ("*Grantor*").

RECITALS

A. Grantor has entered into that certain Note and Warrant Purchase Agreement dated as of March 1, 2010 (the "Bank Agreement") with the Purchasers identified on Schedule I thereto, pursuant to which the Purchasers have loaned \$15,000,000 in the aggregate to the Grantor (the "Loans");

B. In connection with the Purchase Agreement and the Loans, the Grantor entered into that certain Security Agreement dated as of March 1, 2010 (the "Security Agreement") by and among Grantor, Collateral Agent and the secured parties identified therein (the "Secured Parties"), pursuant to which Grantor has granted to the Secured Parties a security interest in substantially all of its assets, including any and all Intellectual Property Rights.

C. Pursuant to the Security Agreement, the Collateral Agent has been designated as the agent for and on behalf of the Secured Parties with respect to the Collateral Agent (as defined in the Security Agreement).

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 Loans and all other agreements now existing or hereafter arising between Grantor and the Secured Parties, 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 Grantor and the Secured Parties, Grantor grants and pledges to Collateral Agent, as agent on behalf of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Rights (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties or Collateral Agent

provided for herein or in the Security Agreement, 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 the Secured Parties or the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties or the Collateral Agent, 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.

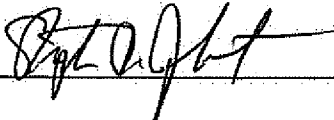
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SMARTSYNCH, INC.

4400 Old Canton Road, Suite 300
Jackson, MS 39211

By: 

Title: Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

KINETIC VENTURES, LLC

By: _____

Attn: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

SMARTSYNCH, INC.

4400 Old Canton Road, Suite 300
Jackson, MS 39211

By: _____

Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

KINETIC VENTURES, LLC

Attn: _____

By: Barnd O'Tuery
Title: Managing Director

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
“SYSTEMS AND METHODS FOR REMOTE POWER MANAGEMENT USING IEEE 802 BASED WIRELESS COMMUNICATION LINKS”	10/729,532 7,289,887	12-05-2003 10-30-2007
“SYSTEMS AND METHODS FOR REMOTE POWER MANAGEMENT USING 802.11 WIRELESS PROTOCOLS”	11/370,705 7,349,766	03-08-2006 03-25-2008
“SYSTEMS AND METHODS FOR REMOTE POWER MANAGEMENT USING 802.11 WIRELESS PROTOCOLS”	12/028,730 7,451,019	02-08-2008 11-11-2008
“SYSTEMS AND METHODS FOR WIRELESSLY TRANSMITTING DATA FROM A UTILITY METER”	10/056,970 6,946,972	01-25-2002 09-20-2005
“SYSTEM AND METHODS FOR WIRELESSLY TRANSMITTING DATA FROM A UTILITY METER”	11/230,947 7,250,874	09-19-2005 07-31-2007
“SYSTEMS AND METHODS FOR ENERGY STORAGE IN LAND-BASED TELEMETRY APPLICATIONS”	10/411,060 6,819,226	04-09-2003 11-16-2004
“SYSTEMS AND METHODS FOR AUTO-CONFIGURATION OF A GENERIC DATA DEVICE ON A WIRELESS NETWORK”	11/934,331	11-02-2007
“FORWARD THROW ANTENNA UTILITY METER”	11/935,089	11-05-2007
“SYSTEMS AND METHODS FOR CHARGING SUPER CAPACITORS”	12/122,935	05-19-2008
“SIMULATOR FOR INTERNAL ANTENNAS IN TELEMETRY DEVICES”	12/138,070	06-12-2008
“DEVICES AND METHODS FOR CONVERTING ALTERNATING CURRENT (AC) POWER TO DIRECT CURRENT (DC) POWER”	12/270,985	11-14-2008
“SYSTEMS AND METHODS FOR REMOTE POWER MANAGEMENT USING 802.11 WIRELESS PROTOCOLS”	12/259,975	10-28-08

EXHIBIT C
TRADEMARKS

Description	Registration Number	Registration Date
AMI2	77/317,322	10-30-2007
ENABLING THE SMART GRID	77/268,387	8-30-2007
AMI INTELLIGENCE	77/269,459	8-31-2007
GRIDROUTER	77/808,044	8-19-2009
SMARTSYNCH	76/307,265 2,642,436	8-29-2001 10-29-2002
SMARTSYNCH (Design)	76/306,380 2,656,129	8-29-2001 12-3-2002
SMARTSYNCH ENABLED	77/158,219 3,500,699	4-17-2007 9-16-2008
GET ENABLED	77/158,225 3,361,856	4-17-2007 1-1-2008
EMBRACE THE POWER OF INFORMATION	77/158,229 3,361,857	4-17-2007 1-1-2008