

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
Versify Solutions, Inc.		09/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	5 Radnor Corporate Center		
Internal Address:	100 Matsonford Road, Suite 555		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3160648	VERSIFY	
Registration Number:	3810732	V-RENEW	
Serial Number:	77950921	VERSIFY INTELLIGENCE. EMPOWERED.	
CORRESPONDENCE DATA			
Fax Number:	(703)519-1821		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1725 Duke Street		
Address Line 2:	Suite 625		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	1009803		
NAME OF SUBMITTER:	Christopher E. Kondracki		

CH \$90.00 3160648

Signature:	/Christopher E. Kondracki/
Date:	11/08/2010
Total Attachments: 8 source=Verify#page1.tif source=Verify#page2.tif source=Verify#page3.tif source=Verify#page4.tif source=Verify#page5.tif source=Verify#page6.tif source=Verify#page7.tif source=Verify#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2010 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 5 Radnor Corporate Center, 100 Matsonford Road, Suite 555, Radnor, Pennsylvania 19087 ("Bank") and **VERSIFY SOLUTIONS, INC.**, a Delaware corporation, with its principal place of business at 5 Christy Drive, Suite 100, Chadds Ford, Pennsylvania 19317 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights identified above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The terms and provisions of the Loan Agreement are incorporated herein and made a part hereof by this reference and this Intellectual Property Security Agreement shall terminate in accordance with the terms set forth in the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

5 Christy Drive, Suite 100
Chadds Ford, Pennsylvania 19317

Attn: _____

VERSIFY SOLUTIONS, INC.

By: Pete Cova
Name: PETE COVA
Title: PRESIDENT & CEO

BANK:

Address of Bank:

5 Radnor Corporate Center
100 Matsonford Road, Suite 555
Radnor, Pennsylvania 19087

Attn: Mr. Denny Boyle

SILICON VALLEY BANK

By: _____
Name: _____
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:

5 Christy Drive, Suite 100
Chadds Ford, Pennsylvania 19317

Attn: _____

VERSIIFY SOLUTIONS, INC.

By: Pete Cova
Name: PETE COVA
Title: PRESIDENT & CEO

BANK:

Address of Bank:

5 Radnor Corporate Center
100 Matsonford Road, Suite 555
Radnor, Pennsylvania 19087

Attn: Mr. Denny Boyle

SILICON VALLEY BANK
By: [Signature]
Name: Edward J. Boyle
Title: RM II

TRADEMARK

REEL: 004411 FRAME: 0403

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Versify Solutions, Inc.	Unregistered	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR GATHERING AND PERFORMING COMPLEX ANALYSES ON POWER DATA FROM MULTIPLE REMOTE SOURCES (V-Trader)	61/064,483 12/399,682	March 7, 2008
UNIVERSAL PERFORMANCE MONITOR FOR POWER GENERATORS (V-Performance)	61/034,912 12/399,689	March 7, 2008
AGGREGATOR, MONITOR, AND MANAGER OF DISTRIBUTED MICRO-GENERATORS (V-DG)	61/051,313 12/437,388	May 7, 2008
SYSTEM AND METHOD FOR MANAGING AND MONITORING RENEWABLE ENERGY POWER GENERATION (V-Renew)	61/048,065 12/430,515	April 25, 2008
AGGREGATOR, MONITOR, AND MANAGER OF DISTRIBUTED DEMAND RESPONSE (V-DG)	61/075,742 12/492,012	June 25, 2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VERSIFY®	3,160,648	October 17, 2006
V-RENEW®	3,810,732	June 29, 2010
Versify Intelligence Empowered (& Design)	77/950,921	March 4, 2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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