

**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
Enoc Securities Corporation		04/15/2011	CORPORATION: MASSACHUSETTS
Enernoc, Inc.		04/15/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2818308	ENERNOC
Registration Number:	3723159	ENERNOC
Registration Number:	3626915	ENERBLOG
Registration Number:	3082078	ENERGY FOR EDUCATION
Registration Number:	3045718	GET MORE FROM ENERGY
Registration Number:	3718552	GET MORE FROM ENERGY
Registration Number:	3075772	CELERITY ENERGY
Registration Number:	2659441	POWERTRAK
Registration Number:	3926292	POWERTALK
Registration Number:	3537735	CARBONTRAK
Registration Number:	3550766	ONE CLICK CURTAILMENT
Registration Number:	3493261	THE GREENEST KILOWATT-HOUR IS THE ONE NEVER <b>TRADEMARK</b>

**900189479**

**REEL: 004523 FRAME: 0217**

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		USED
Serial Number:	85055942	CARBONSMART
Serial Number:	85055958	DEMANDSMART
Serial Number:	85119403	ENERGYSMART
Serial Number:	85055952	SITESMART
Serial Number:	85055967	SUPPLYSMART

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company-J.Paterson  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	7463650-10
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/15/2011

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 15, 2011, is entered into by and among ENERNOC, INC., a Delaware corporation ("EnerNOC"), ENOC SECURITIES CORPORATION, a Massachusetts corporation ("ENOC Securities") (hereinafter, EnerNOC and ENOC Securities are, jointly and severally, individually and collectively, referred to individually as a "Grantor", and collectively, the "Grantors") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of April 15, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of April 15, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Upon the occurrence of the Discharge of Obligations, the Assignee shall execute, acknowledge and deliver to the Grantors an instrument in writing releasing the security interest in Trademarks acquired under this Agreement.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

## 4. Counterparts

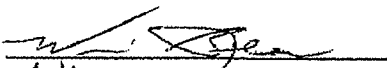
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By:   
Name: *Win Bear*  
Title: *Deal Team Leader*

Address of Assignee:

Silicon Valley Bank  
275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attention: Mr. David Rodriguez  
Fax: (617) 969-4395

GRANTORS:

ENERNOC, INC.

By: Timothy Weller  
Name: Timothy Weller  
Title: Chief Financial officer  
and Treasurer

ENOC SECURITIES CORPORATION

By: Timothy Weller  
Name: Timothy Weller  
Title: Treasurer

Address of Grantors:

c/o EnerNOC, Inc.  
101 Federal Street  
Boston, Massachusetts 02110  
Attention: Michael J. Berdik  
Facsimile No.: (617) 224-9910

Signature Page to Trademark Security Agreement

TRADEMARK  
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**Schedule A to TRADEMARK SECURITY AGREEMENT**

**U.S. Registered Trademarks<sup>1</sup>**

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EnerNOC, Inc.	ENERNOC	2,818,308	24 Feb. 2004
EnerNOC, Inc.	ENERNOC (expanded goods)	3,723,159	08 Dec. 2009
EnerNOC, Inc.	ENERBLOG	3,626,915	26 May 2009
EnerNOC, Inc.	ENERGY FOR EDUCATION	3,082,078	04/18/06
EnerNOC, Inc.	GET MORE FROM ENERGY	3,045,718	17 Jan. 2006
EnerNOC, Inc.	CAPACITY ON DEMAND	3,112,214	07/25/06
EnerNOC, Inc..	GET MORE FROM ENERGY	3,718,552	01 Dec. 2009
EnerNOC, Inc.	CELERITY ENERGY	3,075,722	04/04/06
EnerNOC, Inc.	POWERTRAK	2,659,441	12/10/02
EnerNOC, Inc.	POWERTALK	3,926,292	03/01/11
EnerNOC, Inc.	CARBONTRAK	3,537,735	11/25/08
EnerNOC, Inc.	ONE CLICK CURTAILMENT	3,550,766	12/23/08
EnerNOC, Inc.	THE GREENEST KILOWATT-HOUR IS THE ONE NEVER USED	3,493,261	07/26/08

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<sup>1</sup> Trademarks are also registered or applied for in other jurisdictions, including Australia, Canada, China, European Community, South Africa.

**Applications Pending for Registration of U.S. Trademarks**

<b>Applicant</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
EnerNOC, Inc.	CARBONSMART	85/055,942	07 Jun. 2010
EnerNOC, Inc.	DEMANDSMART	85/055,958	07 Jun. 2010
EnerNOC, Inc.	ENERGYSMART	85/119,403	31 Aug. 2010
EnerNOC, Inc.	SITESMART	85/055,952	07 Jun. 2010
EnerNOC, Inc.	SUPPLYSMART	85/055,967	07 Jun. 2010