

RECORDATION FORM COVER SHEET TRADEMARKS ONLY



103626998

To the Director of the U. S. Patent and Trademark Office: Please record the attached document.

1. Name of conveying party(ies):

One Block Off The Grid, Inc.



- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 6, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank
 Internal Address: _____
 Street Address: 2400 HANOVER STREET
 City: PALO ALTO
 State: CALIFORNIA
 Country: USA Zip: 94304

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,928,303; 3,937,238

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John W. Easterbrook

Internal Address: Silicon Valley Law Group

Street Address: 25 Metro Drive, Suite 600

City: San Jose

State: CALIFORNIA Zip: 95110

Phone Number: 408-573-5700

Fax Number: 408-573-5701

Email Address: jwe@svlg.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/15/2011 MTHA11 00000020 3928303
 Deposit Account Number _____ 40.00 OP
 02 FC:0522 _____ 25.00 OP
 Authorized User Name _____

9. Signature:

John W. Easterbrook
Signature

June 10, 2011

Date

John W. Easterbrook, Attorney for Silicon Valley Bank

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

11/5/11

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2011 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and ONE BLOCK OFF THE GRID, INC., a Delaware corporation ("Grantor" or "Borrower").

RECITALS

A. Bank has agreed to make certain Credit Extensions, including 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 the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Bank under 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.

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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.

Address of Grantor:

164 South Park Street,
San Francisco, CA 94107

Attn: _____

GRANTOR:

ONE BLOCK OFF THE GRID, INC.,
a Delaware corporation

By: 

Name: Dave Lorens

Title: CEO


Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Rick Tu,

BANK:

SILICON VALLEY BANK

By: 

Name: DAX BALDI

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--|-------------------------|--------------------------|
| 1BOG | 3,928,303 | March 8, 2011 |
| 1BOG ONE BLOCK OFF THE GRID (& DESIGN) | 3,937,238 | March 29, 2011 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.