

# 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
Goodcents Concepts, Inc.		07/22/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	85272068	GOODCENTS THE POWER TO PERFORM.	
Serial Number:	85271966	GOODCENTS THE POWER TO PERFORM	
Serial Number:	85233311	GOODCENTS CONNECT	
Serial Number:	85233289	GOODCENTS SELECT	
Registration Number:	2877696	GOODCENTS SOLUTIONS	
Registration Number:	3682578	GOODCENTS	
Registration Number:	3668632	GOODCENTS	
Registration Number:	2748183	GOODCENTS SOLUTIONS	
Registration Number:	2592144	GOOD CENTS HOME	
Registration Number:	2347535	GOOD CENTS	
Registration Number:	2250519	GOOD CENTS	
Registration Number:	2267718	GOOD CENTS	
Registration Number:	2198786	GOOD CENTS ENVIRONMENTAL HOME	
Registration Number:	2234569	GOOD CENTS ENVIRONMENTAL HOME	

CH \$490.00 85272068

900199342

TRADEMARK  
 REEL: 004601 FRAME: 0670

Registration Number:	1787257	GOOD CENTS
Registration Number:	1726584	SUPER GOOD CENTS
Registration Number:	1726583	SUPER GOOD CENTS
Registration Number:	1278459	GOOD ¢ENTS
Registration Number:	1111117	GOOD CENTS HOME

#### 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 Co.- J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	875344
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	08/10/2011
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#### Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 22, 2011 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**"), and (ii) **GOODCENTS CONCEPTS, INC.**, a Georgia corporation ("**Grantor**") with offices located at 400 Perimeter Center Terrace NE, Suite 245, Atlanta, Georgia 30346.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, **ENERTOUCHE, INC.**, a Georgia corporation (d/b/a GoodCents Solutions) ("**U.S. Borrower**") and **GOODCENTS INTERNATIONAL, ULC**, an unlimited liability corporation organized under the laws of the Province of Alberta ("**Canadian Borrower**", and together with U.S. Borrower, collectively, the "**Borrower**" dated as of the date hereof (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 (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 (as defined in the Loan 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

A. 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 or 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 servicemark 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 rights included 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.

B. If any Intellectual Property Collateral is sold, transferred or otherwise disposed of by Grantor in a transaction permitted, with the consent of the Lenders, by the terms of the Loan Agreement, then Bank, at the request and sole expense of Grantor, shall promptly execute and deliver to Grantor any releases or other documents and take such other actions reasonably necessary for the release of the liens and security interest created hereby or by any other Loan Document on such sold, transferred or otherwise disposed of Intellectual Property Collateral. 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 the 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 the Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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.]

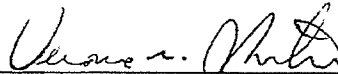
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

GOODCENTS CONCEPTS, INC.

c/o Enertouch, Inc.  
400 Perimeter Center Terrace NE  
Suite 245, Atlanta, Georgia 30346  
Attn: Verome Johnson


By:   
Name: Verome Johnson  
Title: VP/CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attn: Mr. Timothy Barkett

By:   
Name: Timothy Barkett  
Title: OTL

[Signature page to Intellectual Property Security Agreement – Goodcents Concepts]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

## EXHIBIT C

### Trademarks

<u>Description (only of Word Mark portion)</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GOODCENTS THE POWER TO PERFORM.	85272068	March 21, 2011
GOODCENTS THE POWER TO PERFORM	85271966	March 21, 2011
GOODCENTS CONNECT	85233311	February 3, 2011
GOODCENTS SELECT	85233289	February 3, 2011
GOOD¢ENTS HOME INSPECTIONS	78763576 <b>(Dead)</b>	November 30, 2005
GOODCENTS HOME INSPECTIONS	78763570 <b>(Dead)</b>	November 30, 2005
GOODCENTS SOLUTIONS	2877696	August 24, 2004
GOODCENTS	3682578	September 15, 2009
GOOD¢ENTS	3668632	August 18, 2009
GOODCENTS CONNECT	2870988 <b>(Dead)</b>	August 10, 2004
GOODCENTS SOLUTIONS	2748183	August 5, 2003
GOOD CENTS HOME	2592144	July 9, 2002
GOOD CENTS SELECT	2371579 <b>(Dead)</b>	July 5, 2000
GOOD CENTS	2373362 <b>(Dead)</b>	August 1, 2000
GOOD CENTS	2373361 <b>(Dead)</b>	August 1, 2000
GOOD CENTS	2373405 <b>(Dead)</b>	August 1, 2000
GOOD CENTS	2269771 <b>(Dead)</b>	August 10, 1999
GOOD CENTS	2341743 <b>(Dead)</b>	April 11, 2000
GOOD CENTS	2347535	May 2, 2000
GOOD CENTS	2250519	June 1, 1999
GOOD CENTS	2267718	August 3, 1999
GOOD CENTS ENVIRONMENTAL HOME	2198786	October 20, 1998
GOOD CENTS ENVIRONMENTAL HOME	2234569	March 23, 1999
GOOD CENTS	1787257	August 10, 1993
SUPER GOOD CENTS	1726584	October 20, 1992
SUPER GOOD CENTS	1726583	October 20, 1992
GOOD ¢ENTS	1278459	May 15, 1984
GOOD CENTS HOME	1111117	January 9, 1979



EXHIBIT D

Mask Works

None.