

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LIEN	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy Innovations, Inc.		10/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Idealab Holdings, L.L.C.		
Street Address:	130 West Union Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3911273	SUNFLOWER	
CORRESPONDENCE DATA			
Fax Number:	(626)535-2703		
Email:	ssar@idealab.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan Sar		
Address Line 1:	130 West Union Street		
Address Line 2:	Idealab		
Address Line 4:	Pasadena, CALIFORNIA 91103		
NAME OF SUBMITTER:		Douglas McPherson	
Signature:		/Douglas McPherson/	
Date:		09/29/2011	

OP \$40.00 3911273

Total Attachments: 8

900203393

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SECURITY AGREEMENT
(All Personal Property and Fixtures)

This Security Agreement (this "Agreement") is entered into as of October 27, 2010, by and between Energy Innovations, Inc. ("Borrower"), whose address is 130 W. Union St., Pasadena, CA 91103, and Idealab Holdings, L.L.C. ("Lender"), whose address is 130 West Union Street, Pasadena, CA 91103.

Recitals

A. Lender and Borrower have entered into that certain Secured Promissory Note, dated October 24, 2010 (as amended, modified and supplemented from time to time, the "Note"), by and between Borrower and Lender.

B. As a condition precedent to the effectiveness of the Note, Lender has required Borrower to execute and deliver this Agreement.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Creation of Security Interest. Borrower hereby assigns, pledges and grants to Lender, a security interest in all of Borrower's right, title and interest in and to the following property of Borrower (collectively, the "Collateral") in each case whether now owned or hereafter acquired by Borrower, in order to secure the payment and performance of the Secured Obligations (as defined below):

All machinery, equipment and supplies, appliances, computers and related equipment, tools, tooling, furniture, furnishings, fixtures, goods, inventory, raw materials, work in process, finished goods and materials used or consumed in Borrower's business, accounts, general intangibles, chattel paper, documents, instruments (whether negotiable or non-negotiable), deposit accounts, investment property, securities, securities entitlements, money, contract rights, deposit accounts, commercial tort claims, health-care-insurance receivables, letter-of-credit rights, electronic chattel paper, payment intangible and rights to payment of every kind; all of the foregoing, whether now owned or hereafter at any time acquired by Borrower and wherever located, and includes all products, additions, accessions, replacements and substitutions for and of all such Collateral; and all books and records of Borrower with respect to all such Collateral; and all proceeds, which includes: (i) whatever is now or hereafter receivable or received by Borrower upon the sale, exchange, collection or other disposition of any item of Collateral, whether voluntary or involuntary, whether such proceeds constitute accounts, inventory, general intangibles, equipment, intellectual property or other assets; (ii) any such items which are now or hereafter acquired by Borrower with any proceeds of Collateral hereunder; and (iii) any insurance or payments under

any indemnity, warranty or guaranty now or hereafter payable by reason of damage or loss or otherwise with respect to any item of Collateral or any proceeds thereof.

2. Secured Obligations. For purposes of this Agreement, "Secured Obligations" shall mean each of following obligations of Borrower to Lender:

Any and all obligations, indebtedness and liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation Borrower's indebtedness to Lender pursuant to that certain Secured Promissory Note in the amount of \$500,000.00 executed by the Borrower in favor of the Lender as of October 27, 2010 and any and all obligations pertaining to or arising out of such Note.

3. Representation and Warranties. Borrower represents and warrants as follows:

(a) Location of Borrower. Borrower's chief executive office is located at 130 W. Union St., Pasadena, CA 91103.

(b) Existence and Power. Borrower is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own its property and assets and to execute and deliver, and perform its obligations under, this Agreement.

(c) Enforceability. This Agreement has been duly authorized, executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms.

(d) No Conflict. The execution, delivery and performance of this Agreement by Borrower and the consummation of the transactions contemplated hereby will not (i) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under, any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Borrower is a party; or (ii) conflict with any law, order, rule or regulation of any court or any federal or state government, regulatory body or administrative agency, or any other governmental body having jurisdiction over Borrower or its properties.

4. Covenants. Borrower covenants and agrees as follows:

(a) Change in Address or Corporate Structure. Borrower shall not change its name, identity, or corporate structure, move all or any portion of the Collateral or relocate its chief executive office without the prior written consent of Lender and the prior filing of a financing statement with the proper office and in the proper form to perfect or continue the perfection of the security interests (without loss of priority) created

herein which filing shall be satisfactory in form, substance and location to Lender prior to such filing.

(b) Payment of Taxes and Liens. Borrower shall pay and discharge all taxes, assessments and charges or levies against the Collateral prior to delinquency thereof.

(c) Insurance. Borrower, at its own expense, shall have and maintain insurance at all times with respect to all Collateral against such risks and liabilities, with such carrier and in such amounts as Lender may require. Such insurance shall be payable to Lender and to Borrower as their interests may appear, shall include a mortgagee's loss payable endorsement, and shall not be subject to cancellation or reduction in coverage without thirty (30) days' prior written notice to Lender. Borrower shall supply evidence of such insurance to Lender upon request.

(d) No Transfer. Borrower shall not sell, assign (by operation of law or otherwise), exchange or otherwise voluntarily or involuntarily transfer or dispose of all or any portion of the Collateral or encumber, or hypothecate, or create or permit to exist any lien, security interest, charge or encumbrance or adverse claim upon or other interest in all or any portion of the Collateral without the prior written consent of Lender

5. Right to Enter. Lender shall have, at all times, with or without notice, the right to enter into and upon any premises where any of the Collateral or records with respect thereto are located for the purpose of inspecting the same, performing an audit, making copies of records, observing the use of any part of the Collateral, protecting Lender's security interest in the Collateral, or otherwise determining whether Borrower is in compliance with the terms of this Agreement.

6. Further Assurances. Borrower shall execute and file any financing or continuation statement, or amendments thereto, and such other instruments or notices as may be necessary or desirable, which Lender may reasonably request in order to perfect and preserve the perfection and the priority of the security interests granted or purported to be granted under this Agreement. Borrower agrees that, at Lender's option, this Agreement, or a photocopy hereof, may be filed by Lender as a financing statement, and that Borrower's execution hereof shall constitute the execution by Borrower of a financing statement.

7. Defaults. Borrower shall be in default under this Agreement upon the happening of any one or more of the following events:

(a) Payments. Borrower shall fail to make any payment required under any agreement to which Borrower and Lender are parties on or before the date such payment is due;

(b) Representations and Warranties. Any representation or warranty made by Borrower in this Agreement or the Note or which is contained in any certificate, document, financial or other written statement furnished at any time pursuant hereto or

thereto shall prove to have been untrue, incorrect or misleading in any material respect when made;

(c) Other Covenants. Borrower shall fail duly to observe or perform any covenant or agreement contained in any agreement to which Borrower and Lender are parties;

(d) Collateral. Borrower shall fail to pay and discharge any judgment or levy of any attachment, execution or other process against any all or any portion of the Collateral and such judgment shall not be satisfied, or such levy or other process shall not be removed within twenty (20) calendar days after the entry or levy thereof, or at least five (5) calendar days prior to the time of any proposed sale under any such judgment levy; or

(e) Insolvency. Borrower commences or proposes to commence any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any federal, state or other law for the relief of debtors; Borrower fails to obtain the dismissal, within thirty (30) days after the commencement thereof, of any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any law for the relief of debtors, instituted by one or more third parties, fails actively to oppose any such proceeding, or, in any such proceeding, defaults or files an answer admitting the material allegations upon which the proceeding was based or alleges its willingness to have an order for relief entered or its desire to seek liquidation, reorganization or adjustment of its debts; or any receiver, trustee or custodian is appointed to take possession of all or any substantial portion of the assets of Borrower, or any committee of Borrower's creditors, or any class thereof, is formed for the purpose of monitoring or investigating the financial affairs of Borrower or enforcing such creditors' rights.

Upon such default, Lender may declare all Secured Obligations to be immediately due and payable. Lender shall have the remedies of a secured party under the California Uniform Commercial Code and may require Borrower to assemble the Collateral and turn it over to Lender at a place designated by Lender. Borrower hereby expressly waives and releases all rights to have any of the Collateral marshalled upon the exercise of any remedies under this Agreement.

8. Costs and Expenses. Borrower agrees to pay on demand all costs and expenses, including legal fees, incurred or paid by Lender in exercising its rights and remedies or protecting its interests hereunder.

9. Right of Set Off. In addition to and not in limitation of any other right or remedy hereunder, Lender shall have, at any time, the right to set off any indebtedness or obligation of Borrower against any indebtedness or obligation of Lender to Borrower, without notice to or demand upon Borrower, any guarantor of any such indebtedness or obligation or any other person, whether or not such Obligation or indebtedness is liquidated, contingent or mature at the time of such offset and however such indebtedness or obligations were created or incurred.

10. Notices. All notices, requests and other communications required or permitted to be made hereunder shall, except as otherwise provided, be in writing and may be delivered personally or sent by telegram, telecopy, telex, overnight courier or certified mail, postage prepaid, to the parties addressed as set forth in the first paragraph hereof. Such notices, requests and other communications sent shall be effective upon receipt, unless sent by (i) overnight courier, in which case they shall be effective exactly one (1) business day after deposit with such overnight courier, or (ii) mail, in which case they shall be effective exactly three (3) business days after deposit in the United States mail. Either party may change its address or other information by giving notice thereof to the other party hereto in conformity with this section.

11. Termination of Security Agreement. This Security Agreement and the security interest hereunder shall terminate upon the full and final payment in cash and performance of all the Secured Obligations. Notwithstanding anything to the contrary herein, this Security Agreement (including all representations, warranties and covenants contained herein) shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Lender upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or otherwise, all as though such payment had not been made.

12. Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

13. Amendments. This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the party against which such change, waiver or termination is sought to be enforced, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. Entire Agreement. This Agreement and the Note are intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

15. Severability. If any provision or obligation of this Agreement should be found to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions and obligations or any other agreement executed in connection herewith, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby and shall nonetheless remain in full force and effect to the maximum extent permitted by law.

16. Successors and Assigns. All rights of Lender hereunder shall inure to the benefit of its successor and assigns. Borrower shall not assign any of its interest under this

Agreement without the prior written consent of Lender. Any purported assignment inconsistent with this provision shall, at the option of Lender, be null and void.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles thereof relating to conflicts of law. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts of Los Angeles County, California, U.S.A. (or, if there is exclusive federal jurisdiction, the United States District Court for the Central District of California), and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.

18. Delay; Waiver. No delay in enforcing or failing to enforce any right under this Agreement by Lender shall constitute a waiver by Lender of such right. No waiver by Lender of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers as of the date first above written.

ENERGY INNOVATIONS, INC.

By: 

Joe Budano, CEO

IDEALAB HOLDINGS, L.L.C.

By: _____

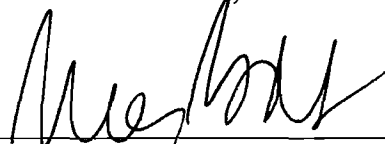
Marcia Goodstein, Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers as of the date first above written.

ENERGY INNOVATIONS, INC.

By: _____
Joe Budano, CEO

IDEALAB HOLDINGS, L.L.C.

By:  _____
Marcia Goodstein, Secretary