

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
SUNGEVITY, INC.		11/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 S. Almaden Blvd.		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85461804	866.SUN.4ALL	
Serial Number:	85457973	THE LIFE AND TIMES OF SOLAR PEOPLE	
Registration Number:	4007809	IQUOTE	
Registration Number:	3985389	SUNGEVITY	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.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:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1044 SUNGEVITY		
TRADEMARK			

CH \$115.00 85461804

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/10/2012
Total Attachments: 7 source=Sungevity signed ipsa 12 2011 tms#page1.tif source=Sungevity signed ipsa 12 2011 tms#page2.tif source=Sungevity signed ipsa 12 2011 tms#page3.tif source=Sungevity signed ipsa 12 2011 tms#page4.tif source=Sungevity signed ipsa 12 2011 tms#page5.tif source=Sungevity signed ipsa 12 2011 tms#page6.tif source=Sungevity signed ipsa 12 2011 tms#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2010 by and between **BRIDGE BANK, NATIONAL ASSOCIATION** ("Bank") and **SUNGEVITY, INC.**, a Delaware corporation ("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 certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

66 Franklin St. Ste. 310
Oakland, CA 94607

Attn: Andrew Birch, CEO

SUNGEVITY, INC.

By: 

Title: Pres + CEO

BANK:

Address of Bank:

55 S. Almaden Blvd., Suite 100
San Jose, CA 95113

Attention: Mike Lederman

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

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:

66 Franklin St. Ste. 310
Oakland, CA 94607

Attn: Andrew Birch, CEO

SUNGEVITY, INC.

By: _____

Title: _____

BANK:

Address of Bank:

55 S. Almaden Blvd., Suite 100
San Jose, CA 95113

Attention: Mike Lederman

BRIDGE BANK, NATIONAL ASSOCIATION

By:  _____

Title: SVP _____

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
N/A		

EXHIBIT B**Patents**

Patent Application	Patent/Application Number	Issue/Application Date
J200U001 Australia SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	2008309133	12-Apr-10
J200U001 Brazil SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	580274	5-Apr-10
J200U001 Canada SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	A-471-006-P	1-Apr-10
J200U001 China SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	A-16857SG13	14-May-10
J200U001 Europe SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	08836170.4-1266	5-May-10
J200U001 India SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	2326IDELNP/2010	5-Apr-10
J200U001 Japan SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	510093462	2-Apr-10
J200U001 Korea SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	2010-7008197	15-Apr-10
J200U001 Mexico SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	MX/a/2010/003682	5-Apr-10
J200U001 Philippines SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	I-2010-500721	5-Apr-10
J200U001 Singapore SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	201002307-5	1-Apr-10
J200U001 United States SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	12/364,506	2-Feb-09
J200U001 United States SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	12/681,375	1-Apr-10

Patent Application	Patent/Application Number	Issue/Application Date
J200U001PCT SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	PCT/US08/79003	6-Oct-08
J200U001 South Africa SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM	A-PA150993/ZA	7-Apr-10

EXHIBIT C**Trademarks**

Trademark	Registration / Serial Number	Registration/Application Date
(design)	85/056,786	06/07/10
LEASE IS MORE	85/056,781	06/07/10
SOLAR HOME SPECIALISTS	85/040,743	05/17/10
LEASE IS MORE	77/947,404	03/01/10
MAKE YOUR HOME A HYBRID	77/944,909	02/25/10
(design)	3,790,256	05/18/10
SUNGEVITY	3,790,936	05/18/10
SUNGEVITY	3,676,476	09/01/09
SOLAR IQUOTE	77/944,916	02/25/10
ONLINE SUNSHINE	77/338,643	11/28/07
SUNSHINE ONLINE	77/338,221	11/27/07
SUNGEVITY	3,362,939	01/01/08
866.SUN.4ALL	85/461,804	11/01/11
THE LIFE AND TIMES OF SOLAR PEOPLE	85/457,973	10/27/11
IQUOTE	4,007,809	08/02/11
SUNGEVITY	3,985,389	06/28/11