

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------|--|---|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Enernoc, Inc. | | 12/30/2011 | CORPORATION: DELAWARE |
| Enoc Securities Corporation | | 12/30/2011 | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank, as Administrative Agent | | |
| Street Address: | 275 Grove Street, 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: | 3122214 | CAPACITY ON DEMAND | |
| 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 | |
| | | THE GREENEST KILOWATT-HOUR IS THE ONE NEVER | |
| | | TRADEMARK | |

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|----------------------|----------|-------------|
| Registration Number: | 3493261 | USED |
| Registration Number: | 3992297 | DEMANDSMART |
| Registration Number: | 3964921 | SITESMART |
| Registration Number: | 3957017 | SUPPLYSMART |
| Serial Number: | 85119403 | ENERGYSMART |

CORRESPONDENCE DATA

Fax Number: (302)636-5454

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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: | 75549 |
|-------------------------|-------|

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| NAME OF SUBMITTER: | Jean Paterson |
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| Signature: | /jep/ |
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| Date: | 01/27/2012 |
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Total Attachments: 7

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ENERNOC, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) DECEMBER 30, 2011

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT

Internal

Address: _____

Street Address: 275 GROVE STREET, SUITE 2-200

City: NEWTON

State: MASSACHUSETTS

Country: UNITED STATES Zip: 02466

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship CALIFORNIA
☐ Other _____ Citizenship _____

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)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

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: CORPORATION SERVICE COMPANY

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____

6. Total number of applications and registrations involved:

18

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

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

JANUARY 27, 2012

Date

ANDREW NASH

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 004705 FRAME: 0714**

ADDENDUM TO TRADEMARK
RECORDATION COVER SHEET

ADDITIONAL NAMES OF CONVEYING PARTY:

ENOC SECURITIES CORPORATION, a Massachusetts corporation

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 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. This Agreement amends and restates in their entirety the terms and conditions set forth in that certain Trademark Security Agreement among Grantor and Assignee dated as of April 15, 2011.

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.

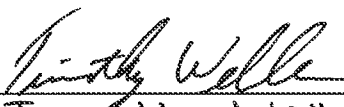
[Signature page follows.]

GRANTORS:

ENERNOC, INC.

By: 
Name: Timothy Weller
Title: CFO

ENOC SECURITIES CORPORATION

By: 
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

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: *David Rodriguez*
Name: *David Rodriguez*
Title: *SVP*

Address of Assignee:

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

Schedule A to TRADEMARK SECURITY AGREEMENT

US FEDERAL AND STATE REGISTERED TRADEMARK AND TRADEMARK APPLICATIONS

| Registration or Application No. (indicate if an application) | Registration or Application Date | Jurisdiction of Registration or Application | Description of Trademarks, Tradenames or Service Marks | Owner |
|--|----------------------------------|---|--|---------------|
| 2,818,308 | 2/24/04 | United States | ENERNOC | EnerNOC, Inc. |
| 3,723,159 | 12/8/09 | United States | ENERNOC (expanded goods) | EnerNOC, Inc. |
| 3,626,915 | 5/26/09 | United States | ENERBLOG | EnerNOC, Inc. |
| 3,082,078 | 04/18/06 | United States | ENERGY FOR EDUCATION | EnerNOC, Inc. |
| 3,045,718 | 1/17/06 | United States | GET MORE FROM ENERGY | EnerNOC, Inc. |
| 3,122,214 | 07/25/06 | United States | CAPACITY ON DEMAND | EnerNOC, Inc. |
| 3,718,552 | 12/1/09 | United States | GET MORE FROM ENERGY | EnerNOC, Inc. |
| 3,075,772 | 4/04/06 | United States | CELERITY ENERGY | EnerNOC, Inc. |
| 2,659,441 | 12/10/02 | United States | POWERTRAK | EnerNOC, Inc. |
| 3,926,292 | 03/01/11 | United States | POWERTALK | EnerNOC, Inc. |
| 3,537,735 | 11/25/08 | United States | CARBONTRAK | EnerNOC, Inc. |
| 3,550,766 | 12/23/08 | United States | ONE CLICK CURTAILMENT | EnerNOC, Inc. |
| 3,493,261 | 08/26/08 | United States | THE GREENEST KILOWATT-HOUR IS THE ONE NEVER USED | EnerNOC, Inc. |
| 3,992,297 | 7/12/11 | United States | DEMANDSMART | EnerNOC, Inc. |
| 85/119,403 (Application No.) | 8/31/10 | United States | ENERGYSMART | EnerNOC, Inc. |
| 3,964,921 | 6/7/10 | United States | SITESMART | EnerNOC, Inc. |
| 3,957,017 | 5/10/11 | United States | SUPPLYSMART | EnerNOC, Inc. |
| 64920 | 09/15/08 | California (US) | CLEAN GREEN CALIFORNIA | EnerNOC, Inc. |