

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):

Ecofactor, Inc.
1775 Woodside Road, Suite 100
Redwood City, CA 94061

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: Silicon Valley Bank

Internal Address:

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA

Zip: 95054

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

Additional name(s) of conveying parties attached? Yes No

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

Execution Date(s): June 7, 2012

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

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship : United States, CA
- 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)

~~77-201,7124~~ 77-201, 724

B. Trademark Registration No.(s)

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

Additional sheets attached? Yes No

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

Name: UCC Direct Services
Internal Address: Attn: 14080632
Street Address: 187 Wolf Road, Suite 101
City: Albany State: NY ZIP: 12205
Phone Number: 1-800-342-3676 X 4065
Fax Number: 1-800-962-7049
Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 1


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13
- b. Deposit Account Number
- Authorized User Name

9. Signature.


Signature
Joseph D. Borgman
Name of Person Signing

6/11/12
Date

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

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: 004831 FRAME: 0514

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ECOFACTOR, INC. ("Grantor").

RECITALS

A. Bank has made or will make certain advances of money and extended 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). Under the Loan Agreement, 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, 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 (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.

On the IP Release Date, Bank's Lien in Grantor's Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto) shall be released, at Grantor's sole cost and expense, but Bank's Lien shall continue to cover and extend to all Accounts and all proceeds of Intellectual Property, as set forth in Exhibit A to the Loan Agreement.

Notwithstanding anything contained in this Intellectual Property Security Agreement or in any other Loan Document to the contrary, the Grantor may non-exclusively license any of its Intellectual Property to any third party in the ordinary course of Grantor's business.

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:

1775 Woodside Rd., Suite 100
Redwood City, CA 94061
Attn: Ray Johnson

Address of Bank:

555 Mission Street, 9th Floor
San Francisco, California 94105
Attn: Dan Baldi

GRANTOR:

ECOFACOR, INC.

By: 

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description	Registration/ Application/ Publication Number	Registration/ Application/ Publication Date
SYSTEM AND METHOD FOR CALCULATING THE THERMAL MASS OF A BUILDING	Patent #: 7848900	03/18/2010
SYSTEM AND METHOD FOR USING A NETWORK OF THERMOSTATS AS TOOL TO VERIFY PEAK DEMAND REDUCTION	Patent #: 7908116	05/14/2009
SYSTEM AND METHOD FOR USING A NETWORK OF THERMOSTATS AS TOOL TO VERIFY PEAK DEMAND REDUCTION	Patent #: 7908117	04/16/2009
SYSTEM AND METHOD FOR USING RAMPED SETPOINT TEMPERATURE VARIATION WITH NETWORKED THERMOSTATS TO IMPROVE EFFICIENCY	Patent #: 8010237	10/14/2010
SYSTEM AND METHOD FOR EVALUATING CHANGES IN THE EFFICIENCY OF AN HVAC SYSTEM	Patent #: 8019567	03/18/2010
SYSTEM AND METHOD FOR OPTIMIZING USE OF PLUG-IN AIR CONDITIONERS AND PORTABLE HEATERS	Patent #: 8090477	05/17/2011
SYSTEM AND METHOD FOR CALCULATING THE THERMAL MASS OF A BUILDING	Patent #: 8131497	03/31/2011
SYSTEM AND METHOD FOR USING A NETWORK OF THERMOSTATS AS TOOL TO VERIFY PEAK DEMAND REDUCTION	Patent #: 8131506	
SYSTEM AND METHOD FOR USING A NETWORKED ELECTRONIC DEVICE AS AN OCCUPANCY SENSOR FOR AN ENERGY MANAGEMENT SYSTEM	Patent #: 8180492	11/04/2010

Patent Applications

Description	Registration/ Application/ Publication Number	Registration/ Application/ Publication Date
SYSTEM, METHOD AND APPARATUS FOR JUST-IN-TIME CONDITIONING USING A THERMOSTAT	Application #: 12773690 Publication #: 20100318227	05/04/2010
SYSTEM, METHOD AND APPARATUS FOR DYNAMICALLY VARIABLE COMPRESSOR DELAY IN THERMOSTAT TO REDUCE ENERGY CONSUMPTION	Application #: 12774580 Publication #: 20100282857	05/05/2010

Description	Registration/ Application/ Publication Number	Registration/ Application/ Publication Date
SYSTEM, METHOD AND APPARATUS FOR IDENTIFYING MANUAL INPUTS TO AND ADAPTIVE PROGRAMMING OF A THERMOSTAT	Application #: 12778052 Publication #: 20100308119	05/11/2010
SYSTEM AND METHOD FOR USING A MOBILE ELECTRONIC DEVICE TO OPTIMIZE AN ENERGY MANAGEMENT SYS	Application #: 12788246 Publication #: 20110290893	05/26/2010
SYSTEM AND METHOD FOR USING A MOBILE ELECTRONIC DEVICE TO OPTIMIZE AN ENERGY MANAGEMENT SYSTEM	PCT/US2011/032537	
SYSTEM AND METHOD FOR OPTIMIZING USE OF PLUG-IN AIR CONDITIONERS AND PORTABLE HEATERS	PCT/US2011/048316	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ECOFACTOR	77-201,724	June 7, 2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date