

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
Ecova, Inc.		07/26/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	601 West First Avenue, Suite 900
Internal Address:	MAC: P6718-090
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99201
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	77769519	PERFORMANCE IQ
Serial Number:	77769526	PERFORMANCE IQ
Registration Number:	2732936	FACILITY IQ
Registration Number:	3295675	IQ
Registration Number:	2727857	FACILITY IQ
Serial Number:	85442700	TOTAL ENERGY AND SUSTAINABILITY MANAGEMENT
Serial Number:	85454383	PLUG LOAD SOLUTIONS
Serial Number:	85454393	PLUG LOAD SOLUTIONS
Serial Number:	85367156	ECOVA SOLUTIONS
Serial Number:	85367153	ECOVA ENERGY SOLUTIONS
Serial Number:	85367157	ECOVA SYSTEMS
Serial Number:	85398972	ECOVA
Serial Number:	85367152	ECOVA

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Registration Number:	3370738	ADVANTAGEIQ
Serial Number:	85442369	SEE MORE, SAVE MORE, SUSTAIN MORE
Registration Number:	3442861	ADVANTAGE IQ
Registration Number:	3065199	80 PLUS
Registration Number:	3065198	80 PLUS
Serial Number:	85442698	TRUTH IN ENERGY
Registration Number:	3281173	UTILITY MANAGER
Registration Number:	3324651	SAVE MORE RESOURCES
Registration Number:	3429132	LPB ENERGY CONSULTING
Registration Number:	3706862	REPORT, REDUCE, REPEAT.
Registration Number:	3727556	LPB ENERGY MANAGEMENT
Registration Number:	3233368	PERFORMANCE ASSURANCE
Registration Number:	3367376	VIRTUALAUDIT
Registration Number:	3411158	CLEAN TECH
Registration Number:	2949793	PRENOVA
Registration Number:	2989265	PRENOVA
Registration Number:	2989263	PRENOVA
Registration Number:	2992036	PRENOVA
Registration Number:	3446358	GREENFOOT

CORRESPONDENCE DATA

Fax Number: 5037782200

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

Phone: (503) 778-2137

Email: trademarks@lanepowell.com

Correspondent Name: Lisa M. Davis c/o Lane Powell PC

Address Line 1: 601 SW 2nd Avenue, Suite 2100

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 105727.1270

NAME OF SUBMITTER: Lisa M. Davis

Signature: /lisa m davis/

Date: 08/01/2012

Total Attachments: 7

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is between ECOVA, INC., a Washington corporation (the “**Debtor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the “**Secured Party**”), pursuant to that certain Collateral Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the “**Collateral Agreement**”), dated as of July 26, 2012, by and among the Debtor and the Secured Party. Initially capitalized terms used but not defined herein have the respective meanings given in the Collateral Agreement.

Recitals:

WHEREAS, pursuant to the terms of the Collateral Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor including, without limitation, all of the Debtor’s right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor’s Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **GRANT**. The Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

(a) (i) all of the following:

(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule 1 annexed hereto;

(B) all reissues, extensions, and renewals thereof;

(C) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(D) the right to sue for past, present, and future infringements of any of the foregoing;

(E) all rights corresponding to any of the foregoing throughout the world; and

(F) all goodwill associated with and symbolized by any of the foregoing;

in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (i) being referred to herein collectively as the “**Trademarks**”);

(ii) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (each a “**Trademark License**”);

(iii) each trademark registration (each a “**Trademark Registration**”); and

(iv) each trademark application (each a “**Trademark Application**”) (including without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Debtor against third parties for past, present, or future: (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto); or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

2. COLLATERAL AGREEMENT. The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Collateral Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


3. AUTHORIZATION TO SUPPLEMENT. If the Debtor obtains rights to any new trademarks or becomes entitled to the benefit of any trademark application, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademark rights. Without limiting the Debtor's obligations under this Section 3, the Debtor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Debtor, and Secured Party shall deliver written notification of such amendment of Schedule I to Debtor within ten (10) Business Days of such amendment. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or provide notice thereof to Debtor shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed, made effective and delivered by its duly authorized officer as of the date first set forth above.

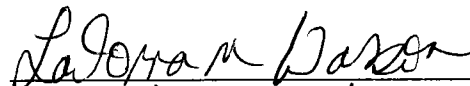
ECOVA, INC.,
a Washington corporation

By: 
Name: Gene Lynes
Title: Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Gene Lynes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chief Financial Officer of Ecova, Inc. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

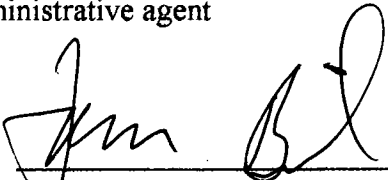
DATED: July 19th, 2012


Print Name: LaDonna M. Wasson
NOTARY PUBLIC for the State of Washington,
residing at Spokane

My appointment expires:
3-9-2015

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as administrative agent

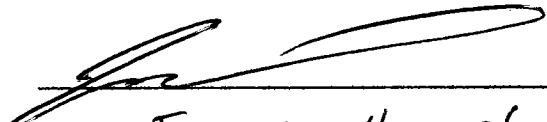
By: 
Name: Tom Beil
Title: Senior Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Tom Beil is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Senior Vice President of Wells Fargo Bank, National Association to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: July 18, 2012




Print Name: Jessy W. Hummel
NOTARY PUBLIC for the State of Washington,
residing at
Spokane, WA
My appointment expires:
7/22/2012

SCHEDULE I
U.S. TRADEMARKS
OF
ECOVA, INC.

Title	App/Reg Number	Owner	Date Filed	Date Registered	Next Renewal Date	Notes
PERFORMANCE IQ	77/769,519	Ecova, Inc. ¹	6/26/2009			
PERFORMANCE IQ	77/769,526	Ecova, Inc. ¹	6/26/2009			No Renewal Filed
FACILITY IQ (design)	76/255,976/2,732,936	Ecova, Inc. ¹	5/11/2001	7/1/2003	7/1/2013	Sec. 8 & 15 (6 year) renewal filed
IQ	78/907,212/3,295,675	Ecova, Inc. ¹	6/13/2006	9/18/2007	9/18/2013	No Renewal Filed
FACILITY IQ (word)	76/255,977/2,727,857	Ecova, Inc. ¹	5/11/2001	6/17/2003	6/17/2013	Sec. 8 & 15 (6 year) renewal filed
Total Energy and Sustainability Management	85/442,700	Ecova, Inc.	10/7/2011			
PLUG LOAD SOLUTIONS - word mark	85/454,383	Ecova, Inc.	10/24/2011			
PLUG LOAD SOLUTIONS	85/454,393	Ecova, Inc.	10/24/2011			
ECOVA SOLUTIONS	85/367,156	Ecova, Inc.	7/8/2011			
ECOVA ENERGY SOLUTIONS	85/367,153	Ecova, Inc.	7/8/2011			
ECOVA SYSTEMS	85/367,157	Ecova, Inc.	7/8/2011			
ECOVA design mark (16, 35, 36, 41, 42)	85/398,972	Ecova, Inc.	8/16/2011			
ECOVA word mark (16, 35, 36, 41, 42)	85/367,152	Ecova, Inc.	7/8/2011			
ADVANTAGE IQ - design	78/907,181/3,370,738	Ecova, Inc.	6/13/2006	1/15/2008	1/15/2014	No Renewal Filed
See More, Save More, Sustain More	85/442,369	Ecova, Inc.	4/6/2012			
ADVANTAGE IQ	78/907,140/3,442,861	Ecova, Inc.	6/13/2006	6/3/2008	6/3/2014	No Renewal Filed

80 PLUS and design	78/459,379/3,065,199	Ecova, Inc.	7/30/2004	3/7/2006	3/7/2016	Sec. 8 & 15 (6 year) renewal filed
80 Plus (Word Mark)	78/459,202/3,065,198	Ecova, Inc.	7/29/2004	3/7/2006	3/7/2016	Sec. 8 & 15 (6 year) renewal filed
Truth in Energy	85/442,698	Ecova, Inc.	10/7/2011			
UTILITY MANAGER	78/959,934/3,281,173	Ecova, Inc. ¹	8/24/2006	8/14/2007	8/14/2013	No Renewal Filed
SAVE MORE RESOURCES	78/959,758/3,324,651	Ecova, Inc. ¹	8/24/2006	10/30/2007	10/30/2013	No Renewal Filed
LPB ENERGY CONSULTING	76/679,761/3,429,132	Ecova, Inc. ¹	7/23/2007	5/20/2008	5/20/2014	No Renewal Filed
Report, reduce, repeat.	77/656,755/3,706,862	Ecova, Inc. ¹	1/26/2009	11/3/2009	11/3/2015	No Renewal Filed
LPB Energy Management	77/663,966/3,727,556	Ecova, Inc. ¹	2/5/2009	12/22/2009	12/22/2015	No Renewal Filed
Performance Assurance	78/917,012/3,233,368	Ecova, Inc. ¹	6/26/2006	4/24/2007	4/24/2013	No Renewal Filed
Virtual Audit	78/715,819/3,367,376	Ecova, Inc. ¹	9/19/2005	1/8/2008	1/8/2014	No Renewal Filed
Clean Tech	77/216,067/3,411,158	Ecova, Inc. ¹	6/26/2007	4/8/2008	4/8/2014	No Renewal Filed
Prenova	78/193,407/2,949,793	Ecova, Inc. ¹	12/11/2002	5/10/2005	5/10/2015	Sec. 8 & 15 (6 year) renewal filed
Prenova	78/401,625/2,989,265	Ecova, Inc. ¹	4/14/2004	8/30/2005	8/30/2015	Sec. 8 & 15 (6 year) renewal filed
Prenova	78/401,514/2,989,263	Ecova, Inc. ¹	4/14/2004	8/30/2005	8/30/2015	Sec. 8 & 15 (6 year) renewal filed
Prenova	78/394,701/2,992,036	Ecova, Inc. ¹	4/1/2004	9/6/2005	9/6/2015	Sec. 8 & 15 (6 year) renewal filed
GREENFOOT	77/246,997/3,446,358	Cadence Network, Inc. ²	8/3/2007	6/10/2008	6/10/2014	No Renewal Filed

¹ Trademark assignments have been filed with the USPTO.

² Assignment of this mark is in progress. This mark is not currently in use.