

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
HYDROPOINT DATA SYSTEMS, INC.		01/23/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SHEA VENTURES, LLC
Street Address:	655 BREA CANYON ROAD
City:	WALNUT
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	77911326	SMART YARD
Serial Number:	85434058	WEATHERTRAK WIRELESSFLOW
Serial Number:	85753213	SMART WATER MANAGEMENT
Serial Number:	85754464	360° SMART WATER MANAGEMENT SOLUTIONS
Serial Number:	85808408	WEATHERTRAK FLOWLINK
Serial Number:	85977549	WEATHERTRAK WIRELESSFLOW
Registration Number:	3266613	THE PROVEN LEADER IN SMART IRRIGATION
Registration Number:	3266614	THE PROVEN LEADER IN SMART IRRIGATION
Registration Number:	3301173	WEATHERTRAK
Registration Number:	3549403	WEATHERTRAK ET PRO2 CENTRAL
Registration Number:	3693565	SUSTAINABILITY 2.0
Registration Number:	3624906	SMART WATER MANAGEMENT
Registration Number:	3967548	SMART YARD
Registration Number:	3256984	ET EVERYWHERE

TRADEMARK

Registration Number:	3259252	ET EVERYWHERE DATA SERVICE
Registration Number:	3262415	HYDROPOINT
Registration Number:	3319838	HYDROPOINT DATA SYSTEMS, INC.
Registration Number:	3256985	WEATHERTRAK ETPLUS
Registration Number:	3256986	WEATHERTRAK ET PRO
Registration Number:	3276907	THE CONTROLLER IS SMART. THE SERVICE IS GENIUS.

CORRESPONDENCE DATA

Fax Number: 2138308743
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: KIMBERLEY A. LATHROP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 2: BINGHAM MCCUTCHEN LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3000090.363896
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	01/23/2013

Total Attachments: 11
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THE OBLIGATIONS UNDER THIS COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT ARE SUBORDINATED PURSUANT TO A SUBORDINATION AGREEMENT DATED AS OF THE DATE OF THE NOTE AGREEMENT, BY AND AMONG THE PURCHASERS, THE DEBTOR, THE COLLATERAL AGENT AND LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent Mortgage and Security Agreement is made as of January 23, 2013 ("*Security Agreement*"), by and between **HydroPoint Data Systems, Inc.**, a Delaware corporation ("*Debtor*"), and **Shea Ventures, LLC**, as collateral agent on behalf of the Purchasers (as defined in the Note Agreement ("*Collateral Agent*").

RECITALS

A. Each of the Purchasers has agreed to purchase from Debtor, and Debtor has agreed to sell to each of the Purchasers, certain Notes from time to time (collectively, the "*Notes*"), pursuant to the terms of a Note Purchase Agreement dated as of the date hereof (as the same may be modified, amended, supplemented, restated or superceded from time to time, the "*Note Agreement*"). Terms not defined herein shall the meanings ascribed to them in the Note Agreement.

B. In order to induce the Purchasers to purchase the Notes, Debtor has agreed to assign certain intangible property, including all right, title and interest in any IP Collateral (as defined below) now owned or hereafter acquired, to the Collateral Agent, for the benefit of the Purchasers, for purposes of securing the obligations of Debtor to the Purchasers and the Collateral Agent.

NOW, THEREFORE, the parties hereto agree as follows:

1. ASSIGNMENT, PATENT MORTGAGE AND GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtor's indebtedness, obligations and liabilities under the Notes, the Note Agreement and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, collectively, the "*Note Documents*"), Debtor hereby assigns, transfers, conveys and grants a security interest and mortgage to Collateral Agent, for the benefit of the Purchasers, as security, in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "*IP Collateral*"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "*Copyrights*").

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Debtor;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "*Patents*");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference (collectively, the "*Trademarks*");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE IP COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ALL OF DEBTOR'S PRESENT OR FUTURE INDEBTEDNESS OBLIGATIONS UNDER THE NOTES, THE NOTE AGREEMENT AND THE OTHER NOTE DOCUMENTS.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the IP Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary and normal course of business as now conducted;

(b) Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

(c) During the term of this Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the IP Collateral, except for (i) non-exclusive licenses granted by Debtor in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement and (ii) subject to Debtor's execution of appropriate documents, in form acceptable to Collateral Agent, to perfect or continue the perfection of Collateral Agent's interest in the IP Collateral, transfers to affiliates of Debtor;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Collateral Agent of any material changes in the composition of the IP Collateral, including but not limited to any subsequent ownership right of Debtor in or to any Copyright, Patent or Trademark not specified in this Security Agreement;

(f) Debtor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks, (ii) detect infringements of the Copyrights,

Patents and Trademarks and promptly advise Collateral Agent in writing of material infringements detected and (iii) not allow any Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall as promptly as practicable after the delivery to the Lender of each Quarterly Report (as hereinafter defined) register the most recent version of Debtor's material Copyrights, Patents and Trademarks if not so already registered, as Collateral Agent may reasonably request up to four times per year within a reasonable time after its receipt of the Quarterly Report and shall, from time to time, execute and file such other instruments, and take such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the IP Collateral;

(h) This Security Agreement creates, and in the case of after acquired IP Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired IP Collateral, in favor of Collateral Agent a valid and perfected first priority security interest (subject only to Liens in favor of Lighthouse Capital Partners VI, L.P. ("LCP") granted pursuant to that certain Loan and Security Agreement No. 2101 dated June 8, 2011, as amended, between Debtor and LCP) in the IP Collateral in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor under the Notes, the Note Agreement and the other Note Documents, upon making the filings referred to in **Section 3(i)** below, subject only to Permitted Liens;

(i) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Debtor with respect to the IP Collateral is accurate and complete in all material respects;

(j) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the IP Collateral acquired under such contracts; and

(k) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Collateral Agent in writing of any event that materially adversely affects the value of any IP Collateral, the ability of Debtor to dispose of any IP Collateral or the rights and remedies of Collateral Agent in relation thereto, including the levy of any legal process against any of the IP Collateral.

4. COLLATERAL AGENT'S RIGHTS. Collateral Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Collateral Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this **Section 4**.

5. INSPECTION RIGHTS. Debtor hereby grants to Collateral Agent and its employees, representatives and agent's the right to visit once every 6 month period, during reasonable hours upon prior reasonable written notice to Debtor, any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the IP Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor.

6. FURTHER ASSURANCES; ATTORNEY IN FACT.

(a) On a quarterly basis, Debtor agrees to deliver to Collateral Agent a report, in form reasonably acceptable to Collateral Agent and certified by an officer of Debtor, which lists all Copyrights, Patents

and Trademarks that are material to the operation of Debtor's business on an on-going basis, and in which Collateral Agent does not already have a perfected security interest (the "*Quarterly Report*"); *provided, however*, Debtor may provide a general description of the Copyrights by type. Based upon review of the Quarterly Report, Collateral Agent shall, in its reasonable discretion, identify which Copyrights, Patents and Trademarks it deems material to the operation of Debtor's business on an on-going basis or the value of the IP Collateral.

(b) On a quarterly basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Collateral Agent, to perfect Collateral Agent's security interest in all Copyrights, Patents and Trademarks, which Collateral Agent reasonably identifies pursuant to **Section 6(a)** above as material to the operation of Debtor's business on an on-going basis or the value of the IP Collateral, and otherwise to carry out the intent and purposes of this Security Agreement.

(c) Upon an Event of Default, Debtor hereby irrevocably appoints Collateral Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Collateral Agent's discretion, to take any action and to execute any instrument which Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Security Agreement, including (i) to modify, in its reasonable discretion, this Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B or Exhibit C hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the IP Collateral into the name of Collateral Agent or a third party to the extent permitted under the California Uniform Commercial Code.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "*Event of Default*" under this Security Agreement:

(a) An Event of Default occurs under the Note Agreement or any of the other Note Documents; or

(b) Debtor breaches any warranty or agreement in any material respect made by Debtor in this Security Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach within fifteen (15) days of the occurrence of such breach if notice thereof has been given to Debtor.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including, without limitation, the right to require Debtor to assemble the IP Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Collateral Agent to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Collateral Agent in connection with the exercise of any of Collateral Agent's rights hereunder, including, without limitation, any expense incurred in disposing of the IP Collateral. All of Collateral Agent's rights and remedies with respect to the IP Collateral shall be cumulative.

9. INDEMNITY. Debtor agrees to defend, indemnify and hold harmless Collateral Agent and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by any of them as a result of or in any way arising out of, following or consequential to transactions between Collateral Agent and Debtor, whether under this Security Agreement or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the gross negligence or willful misconduct of Collateral Agent.

10. REASSIGNMENT. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Collateral Agent shall execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to revest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto.

11. NO FAILURE OR DELAY. No failure or delay on the part of Collateral Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

12. ATTORNEYS' FEES. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. AMENDMENTS. This Security Agreement may be amended only by a written instrument signed by both Collateral Agent and Debtor.

14. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Debtor and Collateral Agent.

15. GOVERNING LAW; JURISDICTION; JURY WAIVER. This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Debtor and Collateral Agent consent to the exclusive jurisdiction of any state or federal court located in San Francisco County, California. **DEBTOR AND COLLATERAL AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT AND ANY OTHER NOTE DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.**

16. CONFLICT. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of the Note Documents, the term and/or provision of this Security Agreement shall govern.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

DEBTOR:

COLLATERAL AGENT:

HYDROPOINT DATA SYSTEMS, INC.

SHEA VENTURES, LLC

By:  _____

By: _____

Name: CHRIS SPAIN

Name: John Morrissey

Title: CEO

Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

DEBTOR:

COLLATERAL AGENT:

HYDROPOINT DATA SYSTEMS, INC.

SHEA VENTURES, LLC

By: _____

By:  _____

Name: _____

Name: John Morrissey

Title: _____

Title: Managing Director

Exhibit A
COPYRIGHTS

1. **REGISTERED:** List titles below or indicate "None"

None

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

None

Exhibit B

U.S. PATENTS AND PATENT APPLICATIONS

(List titles below or indicate "None")

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
4,962,522	-	Electronic Controller for Sprinkler Systems	10/9/1990	12/4/1987
5,208,855	-	Method and Apparatus for Irrigation Control Using Evapotranspiration	5/4/1993	9/20/1991
7,182,272	-	System and Method for Facilitating Control of Irrigation Systems	2/27/2007	9/27/2002
7,216,020	-	Method and System for Controlling an Irrigation Scheduling Engine using Computed Evapotranspiration Values	5/8/2007	10/29/2004
7,305,280	-	Method and System for Providing Offset to Computed Evaporation values	12/4/2007	10/29/2004
7,337,042	-	Method and System for Controlling an Irrigation Using Computed Evapotranspiration Values	2/26/2008	10/29/2004
7,430,458	-	Calculating an ET Value for an Irrigation Area	9/30/2008	5/2/2007
	13/075127	Controlling a resource demand system	-	3/29/2011

Exhibit C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
	77911326	SMART YARD		Jan 13, 2010
	85434058	WEATHERTRAK WIRELESSFLOW		Sep 28, 2011
	85753213	SMART WATER MANAGEMENT		Oct 12, 2012
	85754464	360° SMART WATER MANAGEMENT SOLUTIONS		Oct 15, 2012
	85808408	WeatherTRAK FlowLink (Stylized)		Dec 20, 2012
	85977549	WEATHERTRAK WIRELESSFLOW		Sep 28, 2011
3266613		THE PROVEN LEADER IN SMART IRRIGATION	Jul 17, 2007	Dec 19, 2006
3266614		THE PROVEN LEADER IN SMART IRRIGATION	Jul 17, 2007	Dec 21, 2006
3301173		WEATHERTRAK	Oct 2, 2007	Dec 21, 2006
3549403		WEATHERTRAK ET PRO2 CENTRAL	Dec 23, 2008	Mar 28, 2008
3693565		SUSTAINABILITY 2.0	Oct 6, 2009	May 12, 2008

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
3624906		SMART WATER MANAGEMENT (Supplemental Register)	May 19, 2009	May 13, 2008
3967548		SMART YARD	May 24, 2011	Jan 13, 2010
3256984		ET EVERYWHERE	Jun 26, 2007	Mar 23, 2005
3259252		ET EVERYWHERE DATA SERVICE	Jul 3, 2007	Mar 23, 2005
3262415		HYDROPOINT	Jul 10, 2007	Mar 23, 2005
3319838		HYDROPOINT DATA SYSTEMS, INC. & Design	Oct 23, 2007	Mar 23, 2005
3256985		WEATHERTRAK ETPLUS	Jun 26, 2007	Mar 23, 2005
3256986		WEATHERTRAK ET PRO	Jun 26, 2007	Mar 23, 2005
3276907		THE CONTROLLER IS SMART. THE SERVICE IS GENIUS.	Aug 7, 2007	Jun 2, 2005

UNREGISTERED TRADEMARKS: List marks below or indicate "None."

None