

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enemoc, Inc.		04/18/2013	CORPORATION: DELAWARE
Global Energy Partners, Inc.		04/18/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street, Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2818308	ENERNOC
Registration Number:	3723159	ENERNOC
Registration Number:	3626915	ENERBLOG
Registration Number:	3045718	GET MORE FROM ENERGY
Registration Number:	3718552	GET MORE FROM ENERGY
Registration Number:	2659441	POWERTRAK
Registration Number:	3926292	POWERTALK
Registration Number:	3537735	CARBONTRAK
Registration Number:	3550766	ONE CLICK CURTAILMENT
Registration Number:	3493261	THE GREENEST KILOWATT-HOUR IS THE ONE NE
Registration Number:	3992297	DEMANDSMART
Registration Number:	3957017	SUPPLYSMART
Serial Number:	77834556	GLOBAL ENERGY PARTNERS

OP \$340.00 2818308

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 800-494-5225

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144675
NAME OF SUBMITTER:	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	05/10/2013
Total Attachments: 6 source=Scanned from a Xerox multifunction device.tm#page2.tif source=Scanned from a Xerox multifunction device.tm#page3.tif source=Scanned from a Xerox multifunction device.tm#page4.tif source=Scanned from a Xerox multifunction device.tm#page5.tif source=Scanned from a Xerox multifunction device.tm#page6.tif source=Scanned from a Xerox multifunction device.tm#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of April 18, 2013, is entered into by and among **ENERNOC, INC.**, a Delaware corporation and each other Grantor listed on the signature page hereto (jointly and severally, individually and collectively, referred to individually as a "**Grantor**", and collectively, the "**Grantors**") and **SILICON VALLEY BANK**, as Administrative Agent (in such capacity, the "**Assignee**"), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of April 18, 2013 (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 Grantor and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of April 18, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), among the Grantor, the Assignee, and certain Lenders party thereto.

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 facsimile and electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Administrative Agent.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

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:



Name: Philip T. Silvia III

Title: Director

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Philip Silvia
Facsimile No.: (617) 969-5478
E-Mail: psilvia@svb.com

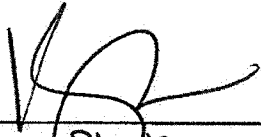
[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005025 FRAME: 0803

GRANTOR:

ENERNOC, INC.

By:


Name: Kevin Bligh
Title: Chief Accounting officer &
Treasurer

Address of Grantors:

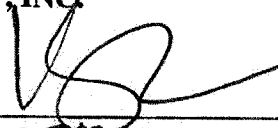
c/o EnerNOC, Inc.
101 Federal Street
Boston, Massachusetts 02110
Attention: Michael J. Berdik
Facsimile No.: (617) 224-9910

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005025 FRAME: 0804


COGENT ENERGY, INC.

By: _____


Name: Kevin Bligh
Title: CFO & Treasurer

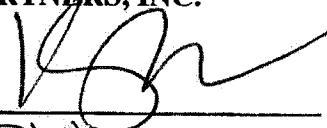
M2M COMMUNICATIONS CORPORATION

By: _____


Name: Kevin Bligh
Title: Treasurer

GLOBAL ENERGY PARTNERS, INC.

By: _____


Name: Kevin Bligh
Title: CFO & Treasurer

[Signature page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

US FEDERAL AND STATE REGISTERED TRADEMARK AND TRADEMARK APPLICATIONS

EnerNOC:

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.
3,045,718	1/17/06	United States	GET MORE FROM ENERGY	EnerNOC, Inc.
3,718,552	12/1/09	United States	GET MORE FROM 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.
Housemark			ENERNOC SMARTSAVER	EnerNOC, Inc.
Housemark			ENERNOC EFFICIENCYSMART	EnerNOC, Inc.
3,957,017	5/10/11	United States	SUPPLYSMART	EnerNOC, Inc.
64920	09/15/08	California (US)	CLEAN GREEN CALIFORNIA	EnerNOC, Inc.

Global:

<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
77834556	9/24/2009	United States	Global Energy Partners