

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
SENSITY SYSTEMS INC.		10/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85820172	SENSITY SYSTEMS
Serial Number:	85835660	
Serial Number:	85820161	SENSITY
Serial Number:	86051113	SENSAPPS
Serial Number:	86051116	NETSENSE
Serial Number:	86051110	SENSMSP
Serial Number:	86051107	SENSOS

CORRESPONDENCE DATA

Fax Number: 4048853900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 4048853770
 Email: andrew.regan@troutmansanders.com
 Correspondent Name: ANDREW REGAN PHD
 Address Line 1: 600 Peachtree St NE
 Address Line 2: #5200

CH \$190.00 85820172

Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 220763.001469

NAME OF SUBMITTER: ANDREW REGAN PHD

Signature: /ANDREW REGAN 66970/

Date: 10/15/2013

Total Attachments: 9

source=SVB_Sensity (Executed IP Security Agreement)#page1.tif
source=SVB_Sensity (Executed IP Security Agreement)#page2.tif
source=SVB_Sensity (Executed IP Security Agreement)#page3.tif
source=SVB_Sensity (Executed IP Security Agreement)#page4.tif
source=SVB_Sensity (Executed IP Security Agreement)#page5.tif
source=SVB_Sensity (Executed IP Security Agreement)#page6.tif
source=SVB_Sensity (Executed IP Security Agreement)#page7.tif
source=SVB_Sensity (Executed IP Security Agreement)#page8.tif
source=SVB_Sensity (Executed IP Security Agreement)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of October 11, 2013, by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”) and **SENSITY SYSTEMS INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 of even date herewith (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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

1. Grant of Security Interest. 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(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 the patents and patent applications set forth on Exhibit B attached hereto (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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. 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.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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.

GRANTOR:

SENSITY SYSTEMS INC.

By:


Name: Hugh Martin
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:

Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005131 FRAME: 0187

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.

GRANTOR:

SENSITY SYSTEMS INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

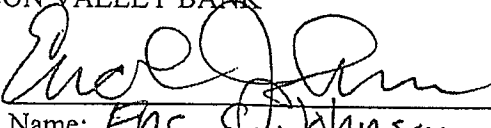
By:  _____
Name: *Eric Johnson*
Title: *Managing Director*

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Provisional Application Number</u>	<u>Registration/ Provisional Application File Date</u>
Improved Lighting Infrastructure	61/700,256	12-Sep-12
System for Optimized Plant Growth	61/699,970	12-Sep-12
Lighting Infrastructure as Sensor Platform	61/699,968	12-Sep-12
Street Lamp Revenue Model	61/658,874	12-Sep-12
Proposal for LED Lighting	61/646,774	14-May- 12
Screw-type based for Retrofited LED Lighting Device	8,147,267	3-Apr-12
LED Light Engine Apparatus for Luminaire retrofit- UMLE	61/338,426 ¹	19-Feb-2010 ²

¹ Non-provisional application number 13/031,154

² Non-provisional application file date 18-Feb-11

EXHIBIT C

Trademarks

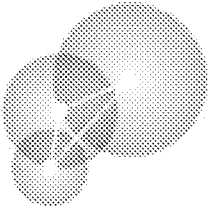
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SENSITY SYSTEMS	85/820,172	January 10, 2013
[SENSITY Logo] 	85/835,660	January 29, 2013
SENSITY	85/820,161	January 10, 2013
NETSENSE	86/051,116	August 29, 2013
SENSAPPS	86/051,113	August 29, 2013
SENSMSP	86/051,110	August 29, 2013
SENSOS	86/051,107	August 29, 2013

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		