

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-------------------------------------|-------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUNGEVITY, INC. | | 10/21/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BRIDGE BANK, NATIONAL ASSOCIATION | | |
| Street Address: | 55 Almaden Boulevard | | |
| Internal Address: | Suite 100 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4336239 | GENERATE POSITIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 858-550-6403 | | |
| Email: | erin.obrien@cooley.com | | |
| Correspondent Name: | Erin O'Brien | | |
| Address Line 1: | c/o Cooley LLP | | |
| Address Line 2: | 4401 Eastgate Mall | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 305983-1044 SUNGEVITY | | |
| NAME OF SUBMITTER: | Erin O'Brien | | |
| Signature: | /Erin O'Brien/ | | |

TRADEMARK

Date:

12/03/2013

Total Attachments: 13

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 21, 2013 by and between **BRIDGE BANK, NATIONAL ASSOCIATION** ("Bank") and **SUNGEVITY, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank and Grantor have entered into that certain Loan and Security Agreement dated as of November 30, 2010 as amended from time to time (the "Original Loan Agreement"). Bank has agreed to amend and restate the Original Loan Agreement and to extend certain additional financial accommodations to Grantor in the amounts and manner set forth in that certain Amended and Restated 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). In connection with the Original Loan Agreement, Bank and Grantor entered into that certain Intellectual Property Security Agreement dated as of November 30, 2010 as amended from time to time (the "Original IPSA"). In connection with the Loan Agreement, Bank and Grantor wish to amend and restate the Original IPSA as set forth herein. Bank is willing to enter into the Loan Agreement, but only upon the condition, among others, that 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

66 Franklin St. Ste. 310
Oakland, CA 94607
Attn: Andrew Birch, CEO

SUNGEVITY, INC.

By: 

Title: Chief Financial Officer

BANK:

Address of Bank:

55 Almaden Blvd., Suite 100
San Jose, CA 95113
Attention: Molly Hendry

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Title: ~~XXXXXXXXXX~~ Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached listing

| Sungevity/Marbury Ref. COUNTRY | App No. | File Date | Pub No. | Publication Date | Patent Number | Issue Date |
|--|------------------|--------------|--|--------------------------|------------------|------------|
| Sungevity - US | 60/977,592 | 10/4/2007 | | | | |
| Sungevity - US | 61/025,431 | 2/1/2008 | | | | |
| Sungevity - US | 61/047,086 | 4/22/2008 | | | | |
| Sungevity - US | 12/364,506 | 2/2/2009 | 2009-0304227 A1 US Patent 8,417,061 | 12/10/2009 04/09/2013 | 8,417,061 B2 | 4/9/2013 |
| Sungevity - US | 13/847,766 | | | | | |
| Sungevity - US | 12/681,375 | 1-Apr-2010 | US2011205245 (A1) | 8/25/2011 | | |
| Sungevity - | PCT/US2008/79003 | See PCT Date | WO 2009/046459 (A1) | 4/9/2009 | | |
| Sungevity - AUSTRALIA | AU20080309133 | 9-Apr-2009 | AU2008309133 (A1) | | | |
| Sungevity - BRAZIL | PI0818510-7 | 6-Oct-2008 | | | | |
| Sungevity - CANADA | 2701645 | | | | | |
| Sungevity - P.R.C (People's Republic of China) | CN20088116571.4 | 15-Dec-2010 | CN101918767 (A) | | | |
| Sungevity - EUROPE | EP20080836170 | 11-Aug-2010 | EP2215409 (A1) | | | |
| Sungevity - INDIA | 2326/DELNP/2010 | 4-May-2010 | | 9/10/2010 | | |

| | | | |
|--|---|-------------|-------------------|
| Sungevity - JAPAN | JP20100528219 | 31-May-2010 | JP2010540811 (A) |
| Sungevity - KOREA | KR20107008197 | 7-Sep-2010 | KR20100098493 (A) |
| Sungevity - MEXICO | MX/a/2010/003682 | | |
| Sungevity - PHILIPPINES | 1-2010-500721 | 5-Apr-2010 | |
| Sungevity - SOUTH AFRICA | 2010/02431 | | |
| Sungevity - US | 61/391,069 | 10/7/2010 | |
| Sungevity - PATENT COOPERATION TREATY | PCT/US11/55489 | 10/7/2011 | WO 2012/048304 |
| Sungevity - AUSTRALIA | 2011312140 | 7-Oct-2011 | |
| Sungevity - BRAZIL | | | |
| Sungevity - CANADA | 2813742 | 7-May-2013 | |
| Sungevity - P.R.C (People's Republic of China) | 201180048808.1 | | |
| Sungevity - EUROPE | PCT/US2011/055489 | 6-May-2013 | |
| Sungevity - INDIA | 3133/DELNLP/2013 | | |
| Sungevity - JAPAN | Identification No.: 513083347; Tokugan 2013-533001 | | |
| Sungevity - KOREA | 2013-7011059 | 29-Apr-2013 | |
| Sungevity - MEXICO | MX/a/2013/003853 | 5-Apr-2013 | |

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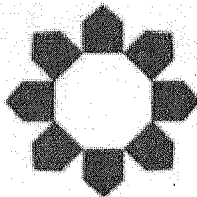
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| Sungevity - PHILIPPINES | 1-2012-500647 | 4-Apr-2013 |
| Sungevity - SOUTH AFRICA | 2013/02469 | 5-Apr-2013 |
| SINGAPORE | 201302557-2 | 7-Oct-2011 |
| Sungevity - US | 61/871,419 | 8/29/2013 |

EXHIBIT C

Trademarks

See attached listing

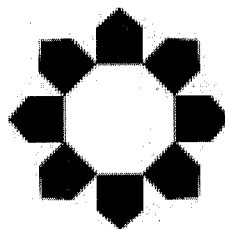
| Mark | Listed Owner | App Filing Date / Reg Date | App/SN & Reg No. |
|-------------------------|-----------------|-------------------------------|-------------------------|
| SUNGEVITY | Sungevity, Inc. | 10/11/2006 01/01/2008 | 77/018,402 3,362,939 |
| SUNSHINE ONLINE | Sungevity, Inc. | 11/27/2007 02/22/2011 | 77/338,221 3,923,517 |
| SUNGEVITY | Sungevity, Inc. | 10/9/2008 05/18/2010 | 77/589,921 3,790,936 |
| SUNGEVITY | Sungevity, Inc. | 10/9/2008 09/01/2009 | 77/977,381 3,676,476 |
| LEASE IS MORE | Sungevity, Inc. | 3/1/2010 10/12/2010 | 77/947,404 3,860,078 |
| MAKE YOUR HOME A HYBRID | Sungevity, Inc. | 2/25/2010 10/12/2010 | 77/944,909 3,859,931 |



77/979,324
3,790,256

11/10/2008
05/18/2010

Sungevity, Inc.



85/056,786
3,904,398

6/7/2010
01/11/2011

Sungevity, Inc.

SUNGEVITY

85/179,313
3,985,389

11/17/2010
06/28/2011

Sungevity, Inc.

IQUOTE

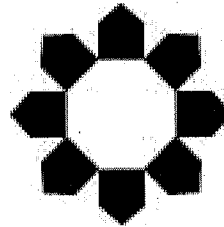
85/217,204
4,007,809

1/13/2011
08/02/2011

Sungevity

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|---------------------------------------|-----------------|------------|------------|
| SOLAR HOME SPECIALISTS | Sungevity, Inc. | 5/17/2010 | 85/040,743 |
| | | 05/01/2012 | 4,133,831 |
| LEASE IS MORE | Sungevity, Inc. | 06/07/2011 | 85/056,781 |
| | | 01/04/2012 | 3,900,698 |
| THE LIFE AND TIMES OF SOLAR PEOPLE | Sungevity, Inc. | 10/26/2011 | 85/457,973 |
| | | 06/26/2012 | 4,164,299 |
| GENERATE POSITIVE | Sungevity, Inc. | 6/4/2012 | 85/642,399 |
| | | 05/14/2013 | 4,336,239 |

| Jurisdiction | Mark | App Filing Date / Reg Date | App/SN & Reg No. |
|--------------|-----------|-------------------------------|---------------------|
| EU (CTM) | SUNGEVITY | 11/30/2011 | 010459171 |
| | | 06/22/2012 | 010459171 |



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|----------|--------|------------|-----------|
| EU (CTM) | IQUOTE | 11/30/2011 | 010459188 |
| | | 07/10/2012 | 010459188 |
| EU (CTM) | IQUOTE | 11/30/2011 | 010459204 |
| | | 04/27/2012 | 010459204 |

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|-----------|----------------------|------------|-----------|--|
| | | 010459196 | | |
| EU (CTM) | SUNGEVITY SOLAR HOME | 11/30/2011 | | |
| | SPECIALISTS | | 010459196 | |
| | | 4/20/2012 | | |
| Australia | SUNGEVITY | 02/16/2013 | | |
| | | | 1487159 | |