

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
TENDRIL NETWORKS, INC.		12/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LIGHTHOUSE CAPITAL PARTNERS VI, L.P.
Street Address:	3555 Alameda de las Pulgas, Ste 200
Internal Address:	Attn: Grace Gillen
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4320535	TENDRIL ENERGIZE
Registration Number:	4320567	TENDRIL CONNECT

CORRESPONDENCE DATA

Fax Number: 6502330114
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-233-1013
 Email: graceg@lcpartners.com
 Correspondent Name: Grace Gillen
 Address Line 1: 3555 ALAMEDA DE LA PULGAS, STE 200
 Address Line 2: LIGHTHOUSE CAPITAL PARTNERS VI, L.P.
 Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	TENDRIL - TM
NAME OF SUBMITTER:	GRACE GILLEN

OP \$65.00 4320535

Signature:	/GRACEGILLEN/
Date:	12/17/2013
Total Attachments: 3 source=IPSA Amend #1 - 12-16-13 - Tendril#page1.tif source=IPSA Amend #1 - 12-16-13 - Tendril#page2.tif source=IPSA Amend #1 - 12-16-13 - Tendril#page3.tif	

AMENDMENT NO. 1 ("IPSA Amendment 1")

Dated December 16, 2013

to
that certain Intellectual Property Security Agreement
dated as of July 30, 2012 ("Agreement"), by and between
LIGHTHOUSE CAPITAL PARTNERS VI, L.P. ("Lender") and
TENDRIL NETWORKS, INC., a Delaware corporation ("Borrower").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Intellectual Property Security Agreement dated as of July 30, 2012 (the "Agreement"); all capitalized terms not otherwise defined herein are defined in the Agreement;

WHEREAS, Borrower has subsequently filed certain applications to register certain Patents and Trademarks with the U.S. Patent & Trademark Office (collectively, the "New IP");


WHEREAS, Borrower wishes to confirm such New IP is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it at the U.S. Patent & Trademark Office, subject to all of the terms and conditions hereof and of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement as follows:

1. "Exhibit B" attached to this IPSA Amendment 1 identifies Patents as Collateral granted to Lender under the Agreement as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit B currently attached to the Agreement.
2. "Exhibit C" attached to this IPSA Amendment 1 identifies Trademarks as Collateral granted to Lender under the Agreement, as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
3. Borrower confirms that Lender has all the rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States pursuant to Section 6(b) of the Agreement, as it has with respect to the Collateral assigned under the Agreement.
4. Except as amended hereby, the Agreement remains unmodified and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TENDRIL NETWORKS, INC.,

By: 
Name: Amy Mavmolejo
Title: CFO

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS
VI, L.L.C., its general partner

By: 
Name: Cristy Barnes
Title: Managing Director

Attachments

Exhibit B

U.S. Patents and Patent Applications

Exhibit C

U.S. Trademarks and Trademark Applications

**Exhibit B
U.S. PATENTS AND PATENT APPLICATIONS**

(List titles below or indicate "None")

None

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
	12/555,751	CONSUMER DIRECTED ENERGY MANAGEMENT SYSTEMS AND METHODS		08-SEP-2009
	12/555,757	COLLABORATIVE ENERGY BENCHMARKING SYSTEMS AND METHODS		08-SEP-2009
	US09/36581 (PCT)	APPARATUS AND METHOD FOR DYNAMIC LICENSING ACCESS TO WIRELESS NETWORK INFORMATION		09-MAR-2009
	12/400,707	APPARATUS AND METHOD FOR DYNAMIC LICENSING ACCESS TO WIRELESS NETWORK INFORMATION		09-MAR-2009
	12/856,350	AMR METER TO ZIGBEE COMMUNICATIONS BRIDGE		13-AUG-2010
	12/856,321	ENHANCED SECURITY FOR OVER THE AIR (OTA) FIRMWARE CHANGES		13-AUG-2010
NEW IP				
	12/796,408	METHODS AND SYSTEMS FOR MANAGING ENERGY USAGE IN BUILDINGS		08-JUN-2010
	13/564,623	OPTIMIZATION OF ENERGY USE THROUGH MODEL-BASED SIMULATIONS		01-AUG-2012
	13/761,119	DYNAMICALLY ADAPTIVE PERSONALIZED SMART ENERGY PROFILES		06-FEB-2013
	13/761,124	REAL-TIME MONITORING AND DISSEMINATION OF ENERGY DATA		06-FEB-2013
	13/053,064	SYSTEM AND METHOD FOR PROGRAMMING AND MONITORING ENERGY USE AND COST		21-MAR-2011
	13/765,623	SETPOINT DUTY CYCLING OF A THERMOSTAT		12-FEB-2013

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

REGISTRATION No.	PENDING APPLICATION No.	MARK	REGISTRATION DATE	FILING DATE
3,647,156		Tendril (Servicemark)	30-JUN-2009	
3,647,155		Tendril	30-JUN-2009	
NEW IP				
4,320,535		TENDRIL ENERGIZE	16-APR-2013	
4,320,567		TENDRIL CONNECT	16-APR-2013	

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