

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
Sungevity, Inc.		01/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightpath Capital Partners, LP		
Street Address:	One Kaiser Plaza		
Internal Address:	Suite 650		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4336239	GENERATE POSITIVE	
Registration Number:	4164299	THE LIFE AND TIMES OF SOLAR PEOPLE	
Registration Number:	4007809	IQUOTE	
Registration Number:	3985389	SUNGEVITY	
Registration Number:	3900698	LEASE IS MORE	
Registration Number:	3904398		
Registration Number:	4133831	SOLAR HOME SPECIALISTS	
Registration Number:	3860078	LEASE IS MORE	
Registration Number:	3859931	MAKE YOUR HOME A HYBRID	
Registration Number:	3790256		
Registration Number:	3676476	SUNGEVITY	
Registration Number:	3790936	SUNGEVITY	
Registration Number:	3923517	SUNSHINE ONLINE	

Registration Number:

3362939

SUNGEVITY

CORRESPONDENCE DATA

Fax Number: 4152687522

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

Phone: 4152687000

Email: ksamia@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: 425 Market Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

68289-3

NAME OF SUBMITTER:

Jennifer Lee Taylor

Signature:

/JLT2/

Date:

01/17/2014

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 17, 2014, is made between SUNGEVITY, INC., a Delaware corporation ("Grantor"), and BRIGHTPATH CAPITAL PARTNERS, LP, a Delaware limited partnership, as collateral agent for the Series C Note Holders as defined below (in such capacity, "Collateral Agent").

Grantor, the investors from time to time party thereto (each individually a "Series C Note Holder" and collectively, the "Series C Note Holders") and Collateral Agent have entered into a Secured Note Purchase Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Note Purchase Agreement"). In connection therewith, pursuant to the Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Security Agreement"), between Grantor and Collateral Agent, Grantor has granted to Collateral Agent a security interest in certain Collateral (as defined in the Security Agreement), including the intellectual property identified below, to secure the Secured Obligations (as defined in the Security Agreement). To supplement Collateral Agent's security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Note Purchase Agreement. Unless otherwise indicated, all capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Note Purchase Agreement.

(b) Interpretation. The rules of interpretation set forth in Sections 1(c) and (d) of the Security Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Grantor hereby grants, assigns and conveys to Collateral Agent, for itself and for the ratable benefit of the Series C Note Holders, a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "IP Collateral");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing IP Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing IP Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the IP Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 4, Grantor authorizes Collateral Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the IP Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. Collateral Agent may record this Agreement, an abstract thereof, or any other document describing Collateral Agent's interest in the IP Collateral with the PTO, including any modification hereof as provided above, at the expense of Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor and its successors, assigns, personal representatives, heirs and legatees, and Collateral Agent, each Series C Note Holder and their successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or

otherwise convey its rights, benefits, obligations or duties hereunder without the prior express written consent of Collateral Agent. Any such purported assignment, transfer, hypothecation or other conveyance by Grantor without the prior express written consent of Collateral Agent shall be void.

SECTION 7 Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law. Grantor hereby agrees that any legal action or proceeding against it with respect to this Agreement may be brought in the courts of the State of California or of the United States of America for the Northern District of California as Collateral Agent may elect, and, by execution and delivery hereof, Grantor accepts and consents for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and agrees that such jurisdiction shall be exclusive, unless waived by Collateral Agent or the Majority Investors (as applicable) in writing, with respect to any action or proceeding brought by Grantor against Collateral Agent or the Series C Note Holders. Grantor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Nothing herein shall affect the right of Collateral Agent or any Series C Note Holder to bring proceedings against Grantor in the courts of any other jurisdiction. GRANTOR AND COLLATERAL AGENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COLLATERAL AGENT AND THE SERIES C NOTE HOLDERS ENTERING INTO THE NOTE PURCHASE AGREEMENT.

SECTION 8 Entire Agreement; Amendment. This Agreement, the Security Agreement and the other Transaction Documents contain the entire agreement of the parties with respect to the subject matter hereof and thereof. No amendment or waiver of any provision of this Agreement nor consent to any departure therefrom by Grantor shall in any event be effective unless the same shall be in writing and signed by Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts. This Agreement may be executed in several counterparts, each of which is an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy will be as effective as delivery of a manually executed counterpart of this Agreement, upon delivery of the original by overnight courier.

[Remainder of page intentionally left blank]

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

GRANTOR

SUNGEVITY, INC.

By: 
Name: Andrew Birch
Title: Chief Executive Officer

Address:

66 Franklin Street, Suite 310
Oakland, CA 94607
Attn: Chief Financial Officer
Facsimile: (510) 496-5501

COLLATERAL AGENT

BRIGHTPATH CAPITAL PARTNERS, LP

By: 
Name: Robert R. Davenport III
Title: Managing Member

Address:

One Kaiser Plaza, Suite 650
Oakland, CA 94612
Attn: Managing Partner
Email: rob@bcplp.com
Fax: (510) 277-1949

SCHEDULE A
to the Patent and Trademark Security Agreement

SUNGEVITY, INC.

Issued U.S. Patents of Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Title</u>
8,417,061	04/09/13	Issued	METHODS AND SYSTEMS FOR PROVISIONING ENERGY SYSTEMS


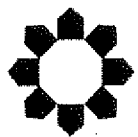
Pending U.S. Patent Applications of Grantor

<u>Publication/ Application No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Title</u>
US20110205245 12681375	04/13/11	Pending	SYSTEMS AND METHOD FOR PROVISIONING ENERGY SYSTEMS
US60/977,592	10/04/07	Expired Provisional	SYSTEM AND METHOD FOR PROVISIONING A SOLAR ENERGY SYSTEM
US13/847,766	03/20/13	Pending	---
US61/047,086	04/22/08	Expired Provisional	CUSTOMER RELATIONSHIP MANAGEMENT MODULE, MARKETING MODULE, QUICK SIZING
US61/025,431	02/01/08	Expired Provisional	SYSTEM AND METHOD FOR SIZING A ROOF FOR INSTALLATION OF SOLAR PANELS
US61/391,069	10/07/10	Expired Provisional	RAPID 3D MODELING
WO2012048304	10/07/11	Expired	RAPID 3D MODELING
PCT/US11/055489			
WO2009046459	10/06/08	Expired	SYSTEM AND METHOD FOR PROVISIONING ENERGY SYSTEMS
PCT/US08/79003			
US13/878,106	10/04/13	Pending	RAPID 3D MODELING
US61/871,419	08/29/13	Pending	---

SCHEDULE B
to the Patent and Trademark Security Agreement

SUNGEVITY, INC.

U.S. Trademarks of Grantor

Registration No.	Registration Date	Mark
4,336,239	05/14/13	GENERATE POSITIVE
4,164,299	06/26/12	THE LIFE AND TIMES OF SOLAR PEOPLE
4,007,809	08/02/11	IQUOTE
3,985,389	11/17/10	SUNGEVITY
3,900,698	01/04/11	LEASE IS MORE
3,904,398	01/11/11	
4,133,831	05/17/10	SOLAR HOME SPECIALISTS
3,860,078	10/12/10	LEASE IS MORE
3,859,931	10/12/10	MAKE YOUR HOME A HYBRID
3,790,256	05/18/10	
3,676,476	09/01/09	SUNGEVITY
3,790,936	05/18/10	SUNGEVITY
3,923,517	02/22/11	SUNSHINE ONLINE
3,362,939	01/01/08	SUNGEVITY

Pending U.S. Trademark Applications of Grantor

Application No.
None

Filing Date

Mark

B-2.

sf-3373603

RECORDED: 01/17/2014

TRADEMARK
REEL: 005196 FRAME: 0664