

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCURY ENERGY, INC.		06/06/2014	CORPORATION: DELAWARE
REAL GOODS SOLAR, INC. - MERCURY SOLAR		06/06/2014	CORPORATION: NEW YORK
ELEMENTAL ENERGY, LLC		06/06/2014	LIMITED LIABILITY COMPANY: HAWAII
SUNETRIC MANAGEMENT LLC		06/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3461927	GET CLOSER TO THE SUN	
Registration Number:	3634401	MERCURY SOLAR SYSTEMS	
Registration Number:	3438873	MERCURY SOLAR SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F150190		
NAME OF SUBMITTER:	Laura A. Kenerson		

OP \$90.00 3461927

SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	06/09/2014
Total Attachments: 8 source=USPTO Submission - Real Goods ((trademarks)#page3.tif source=USPTO Submission - Real Goods ((trademarks)#page4.tif source=USPTO Submission - Real Goods ((trademarks)#page5.tif source=USPTO Submission - Real Goods ((trademarks)#page6.tif source=USPTO Submission - Real Goods ((trademarks)#page7.tif source=USPTO Submission - Real Goods ((trademarks)#page8.tif source=USPTO Submission - Real Goods ((trademarks)#page9.tif source=USPTO Submission - Real Goods ((trademarks)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of June 6, 2014 by and among **SILICON VALLEY BANK** ("**Bank**") and **MERCURY ENERGY, INC.**, a Delaware corporation ("**Mercury**"), **REAL GOODS SOLAR, INC. - MERCURY SOLAR**, a New York corporation ("**Mercury Solar**") and **ELEMENTAL ENERGY, LLC**, a Hawaii limited liability company ("**Elemental**") and **SUNETRIC MANAGEMENT LLC**, a Delaware limited liability company ("**Sunetric**", and together with Mercury, Mercury Solar and Elemental, individually and collectively, jointly and severally, the "**Grantor**").

RECITALS

A. Bank has agreed to continue to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of December 19, 2011, as amended by a certain First Loan Modification Agreement, dated as of August 28, 2012, as further amended by a certain Second Loan Modification and Reinstatement Agreement, dated as of November 13, 2012, as further amended by a certain Third Loan Modification Agreement, dated as of March 27, 2013, as further amended by a certain Joinder and Fourth Loan Modification Agreement, dated as of September 26, 2013, as further amended by a certain Joinder and Sixth Loan Modification Agreement, dated as of the date hereof (as the same may be further 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

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:

1. 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**");

2. 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;

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

4. 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");

5. 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"). Bank acknowledges that Mercury and Mercury Solar have advised Bank that they may stop maintaining those Trademarks that, as of the date of this Agreement, are set forth on Exhibit C. Mercury and Mercury Solar represent and warrant to Bank that such Trademarks are not material to the operation of such entity's business;

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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 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.

[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:

Address of Grantor:

c/o Real Goods Energy Tech, Inc.
833 West South Boulder Road
Louisville, CO 80027
Attention: Tony Dipaolo
FAX: (303) 223-8375
E-mail: Tony.Dipaolo@rgsenergy.com

MERCURY ENERGY, INC.

By: ADPaolo
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

ELEMENTAL ENERGY, LLC

By: ADPaolo
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

REAL GOODS, INC. - MERCURY SOLAR

By: ADPaolo
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

SUNETRIC MANAGEMENT LLC

By: ADPaolo
Name: Anthony M. Dipaolo
Title: Manager

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
2400 Hanever Street
Palo Alto, CA 94304
Attn: Ms. Elisa Sun
Fax: (650) 856-7879
Email: esun@svb.com

By: _____
Name: _____
Title: _____

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:

Address of Grantor:

c/o Real Goods Energy Tech, Inc.
833 West South Boulder Road
Louisville, CO 80027
Attention: Tony Dipaolo
FAX: (303) 223-8375
E-mail: Tony.Dipaolo@rgsenergy.com
MERCURY ENERGY, INC.

By: _____
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

ELEMENTAL ENERGY, LLC

By: _____
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

REAL GOODS SOLAR, INC. – MERCURY SOLAR

By: _____
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

SUNETRIC MANAGEMENT LLC

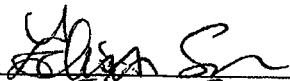
By: _____
Name: Anthony M. Dipaolo
Title: Chief Financial Officer

Address of Bank:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn: Ms. Elisa Sun
Fax: (650) 856-7879
Email: esun@svb.com

BANK:

SILICON VALLEY BANK

By:  _____
Name: Elisa Sun
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005299 FRAME: 0020

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>	<u>Liens Recorded in the U.S. Trademark Office</u>
GET CLOSER TO THE SUN	3461927/ 77331503	7/8/08; 11/16/07	Mercury Solar Systems, Inc.	
MERCURY SOLAR SYSTEMS AND Design	3634401/ 77575533	6/9/09; 9/22/08	Mercury Solar Systems, Inc.	
MERCURY SOLAR SYSTEMS	3438873/ 77061603	6/3/08; 12/11/06	Mercury Solar Systems, Inc.	
ELEMENTAL			Elemental Energy, LLC	
SUNTECH			Elemental Energy, LLC	

EXHIBIT D

Mask Works

None