

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
BIDGELY INC.  
298 S. SUNNYVALE AVE  
SUNNYVALE, CA 94036

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: DE  
 Other

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):  
Additional name(s) of conveying parties attached?  Yes  No

Name: SILICON VALLEY BANK  
Internal Address:  
Street Address: 3003 TASMAN DRIVE  
City: SANTA CLARA  
State: CA  
Country: USA  
Zip: 95054

3. Nature of conveyance/ Execution Date(s):  
Execution Date(s): 10/21/2014

Assignment  Merger  
 Security Agreement  Change of Name  
 Other :

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship : United States, CA  
 Other Citizenship  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s) 86282414	B. Trademark Registration No.(s)

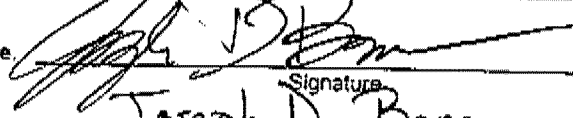
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: UCC Direct Services  
Internal Address: Attn: 14080632  
Street Address: 187 Wolf Road, Suite 101  
City: Albany State: NY ZIP: 12205  
Phone Number: 1-800-342-3676 X 4065  
Fax Number: 1-800-962-7049  
Email Address: cts-udc@albanys@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
a. Credit Card Last 4 Numbers 0974  
Expiration Date 3/17  
b. Deposit Account Number  
Authorized User Name

9. Signature  10-21-14  
Signature Date  
Joseph D. Borgman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140 or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 86282414

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and BIDGELY 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 the Effective Date (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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

7. 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 follow]

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:

BIDGELY INC.

  
By: ABHAY GUPTA  
Title: CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
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:

BIDGELY INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

*Heim M. Mehta*  
By: MONA MAITRA  
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

**EXHIBIT B**

**Patents**

<b>TITLE</b>	<b>APPLICATION / PUBLICATION No.</b>	<b>PATENT No.</b>	<b>DATE FILED</b>
Systems and Methods for Improving the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring Techniques	13/366,850 20130110621	-	2/6/12
Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	13/870,838 20130289788	-	4/25/13
Applications of Non-Intrusive Load Monitoring and Solar Energy Disaggregation	14/159,058 20140207298	-	1/20/14
Use of Non-Electrical Information as Input and Other Simplistic Techniques to Improve the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring (NIALM) Techniques	61/439,826	-	2/4/11
Methods of Obtaining User Feedback to Validate and Improve the Non-Intrusive Appliance Load Monitoring (NIALM) Results	61/485,073	-	5/11/11
Use of Parameterized Finite State Machine Models to Detect and Extract Individual Appliance Signatures and Instances From the Load Profile Data in Non-Intrusive Appliance Load Monitoring	61/542,610	-	10/3/11
Smart Meters Energy Load Profile - Use of Training Data Set with High Information Content to Generate Value out of Test Data Set with Low Information Content	61/638,265	-	4/25/12
Novel Applications Using Appliance Load Profiles Generated from Non-Intrusive Load Monitoring	61/754,436	-	1/18/13
Energy Disaggregation Techniques for Low Resolution Whole House Energy Consumption Data	61/769,275	-	2/26/13
Solar Energy Disaggregation Techniques for Whole-House Energy Consumption Data	61/904,608	-	11/15/13
Improvements in Energy Disaggregation Techniques for Whole-House Energy Consumption Data	61/905,694	-	11/18/13
Using Targeted Products and Services Based On Energy Analytics to Enhance Energy Efficiency and Peak Demand Shift	61/983,312	-	4/23/14
System and Methods for Utilizing Energy Disaggregation Data in Customer Service Systems	62/045,646	-	9/4/14
Systems and Methods for Utilizing Energy Disaggregation Data and Time of Use Information	62/045,679	-	9/4/14
Display Integrations for Energy Data	62/045,689	-	9/4/14
Connecting Home Area Network Devices to Smart Meters and Utility Accounts	62/045,700	-	9/4/14
PCT - Systems and Methods for Improving the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring Techniques	PCT/US12/23969	-	2/6/12
PCT - Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	PCT/US13/38268	-	4/25/13
PCT - Applications of Non-Intrusive Load Monitoring and Solar Energy Disaggregation	PCT/US14/12203	-	1/20/14
Australia - Systems and Methods for Improving the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring Techniques	2012211955	-	2/6/12
EPO - Systems and Methods for Improving the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring Techniques	12742352.3	-	2/6/12



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HOMEBEAT	Serial No. 86282414	5/15/14

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A