

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOENIX ENERGY TECHNOLOGIES, INC.		10/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL II, LLC		
Street Address:	812 ANACAPA STREET, SUITE A		
City:	SANTA BARBARA		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86132651	TURNING DATA INTO CURRENCY	
Registration Number:	3841862	ENTERPRISEDX	
Serial Number:	77082004	ENTERPRISEDX	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	4-1004		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	11/03/2014		
Total Attachments: 4			
source=PET IPSA#page1.tif			
source=PET IPSA#page2.tif			

OP \$90.00 86132651

source=PET IPSA#page3.tif

source=PET IPSA#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of October 30, 2014 by and between **AGILITY CAPITAL II, LLC** ("Lender") and **PHOENIX ENERGY TECHNOLOGIES, INC.**, a Delaware corporation ("Grantor").

RECITALS

Lender 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 Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.


Address of Grantor:

165 Technology Drive
Irvine, CA 92618
Attn: Lisa Varga, CEO

PHOENIX ENERGY TECHNOLOGIES, INC.

By: _____

Title: _____


CEO

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101
Attn: Jeffrey Carmody

AGILITY CAPITAL II, LLC

By: _____

Title: _____



MANAGING PARTNER

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
--------------	----------------------------	--------------------------

EXHIBIT B

Patents

Title	Serial / Patent Number	Application / Issue Date
--------------	-------------------------------	---------------------------------

EXHIBIT C

Trademarks

Description

TURNING DATA INTO CURRENCY
ENTERPRISEDX

Serial / Registration Number

86132651
77082004 / 3841862

Application / Registration Date

December 2, 2013
January 12, 2007/August 31, 2010