

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enerwise Global Technologies, Inc.		10/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian Agency Services, Inc.		
<b>Street Address:</b>	Two Embarcadero Center		
<b>Internal Address:</b>	Suite 1670		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2365050	DATAPULT	
<b>Registration Number:</b>	2191335	ENERWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9163629066		
<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>			
<b>Phone:</b>	916-362-9000		
<b>Email:</b>	mleonard@davisandleonard.com		
<b>Correspondent Name:</b>	Mark R. Leonard		
<b>Address Line 1:</b>	8880 Cal Center Drive		
<b>Address Line 2:</b>	Suite 180		
<b>Address Line 4:</b>	Sacramento, CALIFORNIA 95826		
<b>NAME OF SUBMITTER:</b>	Mark R. Leonard		
<b>SIGNATURE:</b>	/Mark R. Leonard/		
<b>DATE SIGNED:</b>	11/03/2014		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of October 31, 2014, by Enerwise Global Technologies, Inc. (the "Grantors"), in favor of Obsidian Agency Services, Inc., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of October 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to the following Collateral of such Grantor:

- A. all Trademarks of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA, including any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, the Collateral Agent shall promptly, in accordance with the terms and provisions of the GSA, execute, acknowledge, and deliver to the Grantors an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts, including by facsimile or other electronic transmission.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**ENERWISE GLOBAL TECHNOLOGIES, INC.,**  
as Grantor

By:   
Name: John Horton  
Title: President and Chief Executive Officer

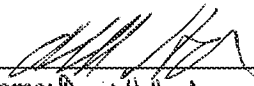
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005393 FRAME: 0473**

Accepted and Agreed:

**OBSIDIAN AGENCY SERVICES, INC.,**

as Collateral Agent

By:  \_\_\_\_\_  
Name: Devin Hollender  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005393 FRAME: 0474**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS**  
**AND TRADEMARK LICENSES**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
DATAPULT	US	75441413 2/26/1998	2365050 7/4/2000	REGISTERED AND RENEWED	ENERWISE GLOBAL TECHNOLOGIES, INC.
ENERWISE	US	75182299 10/16/1996	2191335 9/22/1998	REGISTERED AND RENEWED	ENERWISE GLOBAL TECHNOLOGIES, INC.
ENERWISE	BRAZIL	825485479 6/5/2003	825485479 7/31/2007	REGISTERED	ENERWISE GLOBAL TECHNOLOGIES, INC.
DATAPULT	BRAZIL	825485487 6/5/2003	825485487 7/31/2007	REGISTERED	ENERWISE GLOBAL TECHNOLOGIES, INC.
ENERWISE VIRTUAL ENERGY MANAGER	BRAZIL	825483379 6/4/2003	825483379 7/31/2007	REGISTERED	ENERWISE GLOBAL TECHNOLOGIES, INC.