

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323464

<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>
SClenergy, Inc.		10/09/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>Internal Address:</b>	Attn: National Documentation Services		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86251913	SCIENERGY	
<b>Serial Number:</b>	86242616	IRCX	
<b>Serial Number:</b>	86235267	EIAAS	
<b>Serial Number:</b>	86174914	ENERGYSCAPE	
<b>Serial Number:</b>	85502277	SCIPAD	
<b>Serial Number:</b>	85863769	SCIENERGY CLOUD	
<b>Serial Number:</b>	85430909	SCITENDANT	
<b>Serial Number:</b>	85391279	MINING THE FIFTH FUEL	
<b>Serial Number:</b>	85064368	SCIWATCH	
<b>Serial Number:</b>	85064349	SCIENERGY	
<b>Serial Number:</b>	85322274	SCIELEMENTS	
<b>Serial Number:</b>	85322264	BUILDINGS TALK. WE LISTEN.	
<b>Serial Number:</b>	85045987	SCIENTIFIC CONSERVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	858-677-1400		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>TRADEMARK</b>			

CH \$340.00 86251913

**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 329034-614

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 11/17/2014

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 9, 2014 by and between COMERICA BANK ("Bank") and SCIENERGY, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the other Co-Borrowers party thereto dated February 14, 2014 (as amended, modified or supplemented from time to time, including by that certain Forbearance Agreement and First Amendment to Loan and Security Agreement dated as of the date hereof, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor and the other Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 and the other Co-Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor, the other Co-Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

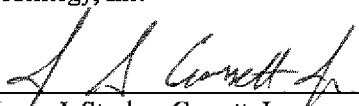
Address of Grantor:

4100 Alpha Road, Suite 900  
Dallas, TX 75244

Attn: Chief Executive Officer

GRANTOR:

SCIEnergy, Inc.

  
Name: J. Stephen Gossett, Jr.  
Title: Chief Executive Officer

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

BANK:

COMERICA BANK

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

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

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4100 Alpha Road, Suite 900  
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Name: J. Stephen Gossett, Jr.  
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Attn: National Documentation Services

COMERICA BANK

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

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

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None



EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Predicting energy consumption	8370283	2/5/13



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
SCIENERGY	86251913	4/14/14
IRCX	86242616	4/4/14
EIAAS	86235267	3/28/14
ENERGYSCAPE	86174914	1/24/14
SCIPAD	85502277	12/22/11
CATALYST EQUITY	85597664	4/13/12
SCIENERGY CLOUD	85863769	3/1/13
SCITENDANT	85430909	9/23/11
MINING THE FIFTH FBUL	85391279	8/5/11
SCIWATCH	85064368	6/16/10
SCIENERGY	85064349	6/16/10
SCIELEMENTS	85322274	5/16/11
BUILDINGS TALK, WE LISTEN	85322264	5/16/11
SCIENTIFIC CONSERVATION	85045987	5/24/10

