

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHARGEPOINT, INC.		12/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3655700	CHARGEPOINT	
Registration Number:	3655704	CHARGEPOINT	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853770		
Email:	andrew.regan@troutmansanders.com		
Correspondent Name:	ANDREW REGAN PHD		
Address Line 1:	600 Peachtree St NE		
Address Line 2:	#5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	220763.001382		
NAME OF SUBMITTER:	ANDREW REGAN PH.D.		
SIGNATURE:	/ANDREW REGAN, PH.D. 66970/		
DATE SIGNED:	12/30/2014		
Total Attachments: 16			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of December 23, 2014 by and between SILICON VALLEY BANK ("Bank") and CHARGEPOINT, INC. ("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 as of December 13, 2012 (as the same may be amended, modified, supplemented, or restated 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 that certain Second Amendment to Loan and Security Agreement by and between Bank and Grantor of even date herewith (the "**Second Amendment**"), 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, as amended by the Second Amendment, which is hereby incorporated by reference. The provisions of the Loan Agreement, as amended by the Second Amendment, 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.

4. 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.

5. 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.

6. 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 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:

CHARGEPOINT, INC.

By: 

Name: Antonio Canova
Title: COO/CFO

BANK

SILICON VALLEY BANK

By: 

Name: Vincent Vallejos
Title: V.P.

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005431 FRAME: 0855

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Street light mounted network controlled charge transfer device for electric vehicles		US 8866436
Dual electric vehicle charging station		US D711315
Dual electric vehicle charging station		US D711313
Dual electric vehicle charging station		US D710799
Detecting and responding to unexpected electric vehicle charging disconnections		US 8680813
Electrical circuit sharing for electric vehicle charging stations		US 8502500
Self powered electric vehicle charging connector locking system		US 8460028

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Network controlled charging system for electric vehicles		US 8450967
Network controlled charging system for electric vehicles		US 8432131
Breakaway mechanism for charging cables of electric vehicle charging stations		US 8410369
Authorization in a networked electric vehicle charging system		US 8354913
Safety supervisory module of an electric vehicle charging station		US 8278875
Event time management in an electric vehicle charging station without a battery backed real time clock		US 8250398
Dual electric vehicle charging station		US D664089
Electric vehicle charging station having dual charging cable hangers and dual charging connector holsters		US D664088

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Column of an electric vehicle charging station		US D664087
Dual electric vehicle charging station		US D664086
Network controlled charging system for electric vehicles through use of a remote server		US 8138715
Overcurrent and ground fault protection in a networked charging station for electric vehicles		US 8072184
Self powered electric vehicle charging connector locking system		US 8025526
Electrical circuit sharing for electric vehicle charging stations		US 8013570
Network controlled charging system for electric vehicles		US 7956570
Vehicle charging station having a dual position locking door		US 7952325

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Street light mounted network controlled charge transfer device for electric vehicles		US 7952319
Overcurrent and ground fault protection in a networked charging station for electric vehicles		US 7906937
Vehicle charging station having a dual position locking door		US 7804274
Electric vehicle charging station		US D618168
Electric vehicle charging station		US D613683
Automatic and dynamic home electricity load balancing for the purpose of EV charging		US 8232765
Automatic and dynamic home electricity load balancing for the purpose of EV charging		US 8648566
Automatic and dynamic home electricity load balancing for the purpose of EV charging		US 8723478

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Collection of electric vehicle power consumption tax	US 12335274	
System and method for managing electric vehicles	US 12372721	
Transmitting Notification Messages for an Electric Vehicle Charging Network	US 12372726	
Electric vehicle charging and accounting	US 12641284	
Method and apparatus for electric vehicle charging station load management in a residence	US 12641285	
Electric vehicle charging station host definable pricing	US 12697188	
Reservable electric vehicle charging groups	US 12985317	
Vehicle Charging Station Having a Dual Position Locking Door	US 13149864	

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Apparatus and method for measuring ground impedance of a circuit	US 13164761	
Taxable Fringe Benefit Accounting for Electric Vehicle Charging Service	US 13211257	
Network controlled charging system for electric vehicles	US 13418296	
Connecting electric vehicle operators and organizations	US 13475896	
Flexible administrative model in an electric vehicle charging service network	US 13475899	
Overriding Delayed Electric Vehicle Charging Events	US 13646727	
Configurable Visibility of Electric Vehicle Charging Stations	US 13646728	
Circuit for controlling an electric vehicle pilot signal level for connector disconnect	US 13715782	

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Electric Vehicle Charging Station Dynamically Responding to Power Limit Messages Based on a Recent History of Power Provided	US 13830580	
Connecting electric vehicle operators and organizations	US 13621779	
Prov. Pat. App.	US 61019474	
Prov. Pat. App.	US 61082462	
Prov. Pat. App.	US 61363168	
Breakaway mechanism for charging cables of electric vehicle charging stations	PCT US2011043464	
Self powered electric vehicle charging connector locking system	PCT US2011033327	
Electric vehicle charging station host definable pricing	PCT US2011023046	

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
Electric vehicle charging and accounting	PCT US2010060607	
System and method for managing electric vehicles	PCT US2010024500	
Detecting and responding to unexpected electric vehicle charging disconnections	PCT US2010024502	
Transmitting notification messages for an electric vehicle charging network	PCT US2010024496	
Vehicle charging station having a dual position locking door	PCT US2009050707	
Network controlled charging system for electric vehicles	PCT US2009030276	
Connecting electric vehicle operators and organizations	PCT US2013041897	
Flexible administrative model in an electric vehicle charging service network	PCT US2013041898	

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
An electric vehicle charging station dynamically responding to power limit messages based on a recent history of power provided	PCT US2013032587	
Overriding delayed electric vehicle charging events	PCT US2012059256	
Configurable visibility of electric vehicle charging stations	PCT US2012059258	
Reservable electric vehicle charging groups	PCT US2012020371	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>
CHARGEPOINT	US 3655700
CHARGEPOINT	US 3655704

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		