

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomvest Seed Capital Inc.		01/01/2015	INC. ASSOCIATION: CANADA
RECEIVING PARTY DATA			
Name:	Structured Alpha LP		
Street Address:	65 Queen Street West		
Internal Address:	Suite 2400		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2M8		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85182334	GREEN MADE EASY	
Serial Number:	77390082	ECOBEE	
Serial Number:	77390141	ECOBEE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	416-216-1906		
Email:	chris.hunter@nortonrosefulbright.com		
Correspondent Name:	Christopher n. hunter		
Address Line 1:	NORTON ROSE FULBRIGHT CANADA LLP		
Address Line 2:	200 BAY ST., ROYAL BANK PLAZA		
Address Line 4:	TORONTO, CANADA M5Z 2J4		
ATTORNEY DOCKET NUMBER:	01019363-0011		
NAME OF SUBMITTER:	Christopher N. Hunter		
SIGNATURE:	/Christopher N. Hunter/		
DATE SIGNED:	01/14/2015		
Total Attachments: 7			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between Thomvest Seed Capital Inc., an Ontario corporation (the “**Assignor**”), and Structured Alpha LP, a Cayman Islands exempted limited partnership (the “**Assignee**”) and an affiliate of the Assignor. Capitalized terms used but not defined herein have the respective meanings given to them in the Loan Agreement (as defined below), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

1. For an agreed consideration and with effect as of the Effective Date, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, the following:
 - (a) all of the Assignor’s rights and obligations in its capacity as a Holder (as such term is defined in the Commitment Warrant and the First Tranche Warrant issued in connection with the Loan Agreement (together, the “**Assigned Warrants**”)) under the Assigned Warrants and any other documents or instruments delivered pursuant thereto, including, without limitation, the pre-emptive right and registration rights agreement (the “**Registration Agreement**”) dated March 11, 2014 between the Assignor and the Borrower;
 - (b) all of the Assignor’s rights and obligations in its capacity as a Lender under the Loan Agreement and in any capacity under the other Loan Documents, and in each case as applicable any other documents or instruments delivered pursuant thereto; and
 - (c) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in any capacity) against any Person, whether known or unknown, arising under or in connection with the Assigned Warrants, the Loan Agreement or the other Loan Documents, and in each case as applicable any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (a) and (b) above (the rights and obligations sold and assigned pursuant to clauses (a) and (b) above and this clause (c) being referred to herein collectively as, the “**Assigned Interest**”).
2. The parties hereto agree that the execution of this Assignment and Assumption shall not constitute novation and nothing herein contained shall in any way affect, modify or

diminish any of the Assignee's rights and remedies under the Loan Agreement and all security, guaranties and collateral securing the payment of indebtedness of the Borrower and the Guarantor thereunder, all of which shall remain in full force and effect.

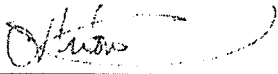
3. Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.
 - (a) Effective Date: January 1, 2015
 - (b) Assignor: Thomvest Seed Capital Inc.
 - (c) Assignee: Structured Alpha LP
 - (d) Borrower: ecobee Inc.
 - (e) Guarantor: ecobee Ltd.
 - (f) Loan Agreement: The loan agreement dated as of March 11, 2014 among the Assignor, the Borrower and the Guarantor.
4. The Borrower and the Guarantor hereby acknowledge and agree that, from and after the Effective Date: (i) all Obligations and Guaranteed Obligations will be owed to the Assignee, (ii) all payments in respect of the Obligations and Guaranteed Obligations will be made for the account of the Assignee (whether such amounts have accrued prior to, on or after the Effective Date) in accordance with the payment details listed on Schedule A, and (iii) all notices will be delivered to the attention of the Assignee in accordance with the notice details listed on Schedule A.

- signature page follows -

The terms set forth in this Assignment and Assumption are hereby agreed to as of the Effective Date by:

ASSIGNOR:

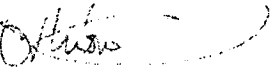
THOMVEST SEED CAPITAL INC.

By: 
Name: Stefan V. Clulow
Title: Managing Director

ASSIGNEE:

STRUCTURED ALPHA LP

By its general partner, THOMVEST ASSET
MANAGEMENT INC.

By: 
Name: Stefan V. Clulow
Title: Chief Investment Officer

(Assignment and Assumption – Loan Agreement & Warrants – Signature Page)

BORROWER:

ECOBEE INC.

By: 

Name: _____

Title: _____

Stuart Lombard
CEO

GUARANTOR:

ECOBEE LTD.

By: 

Name: _____

Title: _____

Stuart Lombard
CEO

(Assignment and Assumption – Loan Agreement & Warrants – Signature Page)

ANNEX 1 to Assignment and Assumption

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor: (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any Lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Assigned Warrants, the Loan Agreement or the other Loan Documents, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Assigned Warrants, the Loan Agreement or the other Loan Documents or in each case as applicable any Collateral thereunder, (iii) the financial condition of the Borrower, any other Obligors or any of their respective Subsidiaries or affiliates or any other Person obligated in respect of any Assigned Warrant, Loan Agreement or other Loan Document or (iv) the performance or observance by the Borrower, the Guarantor or any of their Subsidiaries or affiliates or any other Person of any of their respective Obligations and the Guaranteed Obligations under any Assigned Warrant, Loan Agreement or other Loan Document.

1.2 Assignee. The Assignee: (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Holder under the Assigned Warrants, a Lender under the Loan Agreement and to enter into the other Loan Documents, (ii) it is purchasing the Assigned Interest as principal by way of capital contribution to the Assignor, (iii) it is an accredited investor within the meaning of *National Instrument 45-106 – Prospectus and Registration Exemptions*, (iv) from and after the Effective Date, it shall be bound by the provisions of the Assigned Warrants (including the Registration Agreement) as a Holder thereunder, the Loan Agreement as a Lender thereunder and the other Loan Documents in the same capacity as the Assignor and, to the extent of the Assigned Interest, shall have the obligations of a Holder and Lender, as applicable, thereunder and (v) it has received a copy of the Assigned Warrants, the Loan Agreement and the other Loan Documents and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Assignor; and (b) agrees that (i) it will, independently and without reliance on the Assignor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Assigned Warrants, the Loan Agreement or the other Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Assigned Warrants, the Loan Agreement or the other Loan Documents are required to be performed by the Assignor.

2. Payments. From and after the Effective Date, the Assignor shall cause the Borrower to make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date in accordance with the account and payment details listed in Schedule A. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Borrower for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

2.1 Indemnity. The Assignee agrees to indemnify and hold harmless the Assignor from and against any losses, claims, penalties, damages, charges, and expenses or costs paid or incurred by the Assignor in connection with the Assigned Warrants, the Loan Agreement and the other Loan Documents.

3. Confidentiality. The Assignee agrees to keep all information concerning the financial position and assets of the Borrower (as may be relevant or useful in connection with the assignment of the Assigned Warrants, the Loan Agreement and the other Loan Documents) provided to the Assignee by the Assignor hereunder confidential to the same extent as the Assignor's duty of confidentiality under the Assigned Warrants, the Loan Agreement and the other Loan Documents.

4. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Loan Agreement.

SCHEDULE A

ASSIGNEE PAYMENT & NOTICE DETAILS

Address for Notices:

Structured Alpha LP
65 Queen Street West, Suite 2400
Toronto, Ontario M5H 2M8

Attention: Stefan V. Clulow, Managing Director
Facsimile No. 416-361-9129
Email: stefan@thomvest.com

Wire Transfer Payee Details:

Institution Number: 0003
Bank Name: Royal Bank of Canada
Transit Number: 00002
Account Number: 0007997
Account Name: RBC Dominion Securities
For further credit to: Thomvest Asset Management Inc. – Advisor Account #360-92198-23
Reference: Structured Alpha LP