

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346756

<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>
Versify Solutions, Inc.		06/26/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4090610	NETCOMPLIANCE	
<b>Registration Number:</b>	4090463	SMARTSTAT	
<b>Registration Number:</b>	3160648	VERSIFY	
<b>Registration Number:</b>	4010117	VERSIFY INTELLIGENCE. EMPOWERED.	
<b>Registration Number:</b>	3810732	V-RENEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1-1118		
<b>NAME OF SUBMITTER:</b>	PATTY CHENG		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	07/02/2015		
<b>Total Attachments: 6</b>			

OP \$140.00 4090610

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 24, 2015 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and VERSIFY SOLUTIONS, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of June 24, 2015 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VERSIFY SOLUTIONS, INC.

By: Michael T. Wilk  
Name: Michael Wilk  
Title: CFO

Address for Notices:

2 Braxton Way, #105  
Glen Mills, PA 19342  
Attn: Michael Wilk, CFO  
Fax: 610-558-7580

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Attn: Note Department  
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VERISIFY SOLUTIONS, INC.

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

Name: \_\_\_\_\_

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

Address for Notices:

2 Braxton Way, #105  
Glen Mills, PA 19342  
Attn: Michael Wiik, CFO  
Fax: \_\_\_\_\_

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_ *Mr. [Signature]*

Name: \_\_\_\_\_ *Blake Reid*

Title: \_\_\_\_\_ *Vice President*

Address for Notices:

55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Attn: Note Department  
Fax: (408) 282-1681

**TRADEMARK**

**REEL: 005568 FRAME: 0187**

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date</u>
NETCOMPLIANCE	85343586	4090610	6/10/11
SMARTSTAT	85334631	4090463	5/31/11
VERSIFY	78576869	3160648	2/28/05
VERSIFY INTELLIGENCE. EMPOWERED.	77950921	4010117	3/4/10
V-RENEW	77871585	3810732	11/12/09

## EXHIBIT C

## PATENTS

Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue / Publication Date:</u>
System and method for managing and monitoring renewable energy power generation	US 8,761,948	US 12430515	Issued	June 24, 2014
System and method for gathering and performing complex analyses on power data from multiple remote sources	US 8,606,686	US 12399682	Issued	December 10, 2013
System and method for managing and monitoring renewable energy power generation		US 14/276590	Published	March 12, 2015
Aggregator, monitor, and manager of distributed micro-generators		US 14/471723		December 18, 2014
Aggregator, monitor, and manager of distributed micro-generators		US 12/437388		September 25, 2014
System and method for gathering and performing complex analyses on power data from multiple remote sources		US 14/071268	Published	July 10, 2014
Aggregator, monitor, and manager of distributed demand response	US 8,260,468	US 12/492012	Issued	September 4, 2012
Universal Performance Monitor for Power Generators	US 8,965,719	US 12/399689	Issued	February 24, 2015
Universal Performance Monitor for Power Generators		US 14/605629		
Aggregator, Monitor, and Manager of Distributed Demand Response		US 13/556535	Published	January 24, 2013
Aggregator, Monitor, and Manager of Distributed Micro-Generators	US 9,052,732	US 14/471723	Issued	June 9, 2015
Aggregator, Monitor, and Manager of Distributed Micro-Generators		US 14/712532		
Aggregator, Monitor, and Manager of Distributed Micro-Generators		CA 2723634		
Aggregator, Monitor, and Manager of Distributed Demand Response		CA 2728091		

TRADEMARK

RECORDED: 07/02/2015

REEL: 005568 FRAME: 0190