

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGEN ENERGY INC.		07/02/2015	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	MC 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86481178	SWARM LOGIC	
Serial Number:	86481164	ENCYCLE	
Registration Number:	4584901	SWARM ENERGY MANAGEMENT	
Registration Number:	3721100	REGENENERGY	
Registration Number:	3721099	REGEN ENERGY	
Registration Number:	3638521	ENVIROGRID	
Registration Number:	3720889	REGEN ENERGY	
Registration Number:	3720888	REGENENERGY	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1729 REGEN		

CH \$215.00 86481178

NAME OF SUBMITTER:	Erin O'Brien
SIGNATURE:	/Erin O'Brien/
DATE SIGNED:	07/31/2015
Total Attachments: 6 source=Regen Energy Canada signed IPSA#page1.tif source=Regen Energy Canada signed IPSA#page2.tif source=Regen Energy Canada signed IPSA#page3.tif source=Regen Energy Canada signed IPSA#page4.tif source=Regen Energy Canada signed IPSA#page5.tif source=Regen Energy Canada signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2015 by and between COMERICA BANK ("Bank") and REGEN ENERGY INC., a company existing under the *Business Corporations Act* (Ontario) ("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 Agreement among Bank, Regen Energy, Inc. and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain General Security Agreement dated as of the date hereof executed by Grantor in favour of Bank (as amended, varied, supplemented, restated, renewed or replaced at any time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security 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 obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 (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 Security 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, the Security 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, the Security 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, the Security 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.

GRANTOR:

Address of Grantor:

171 East Liberty Street, Suite 220
Toronto, Ontario, M6K 3P6
Attn: Lindsay Coates, Vice President
Fax No.: 416.645.1382

REGEN ENERGY INC.

By: _____
Name: PETER B. MALCOLM
Title: CEO

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: _____
Title: _____

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Address of Grantor:

171 East Liberty Street, Suite 220
Toronto, Ontario, M6K 3P6
Attn: Lindsay Coates, Vice President
Fax No.: 416.645.1382

REGEN ENERGY INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: Omer Ahmed

Name: OMER AHMED

Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent/Application Number	Issue/Application Date
Apparatus for managing an energy consuming load	8,918,223 (13/893,996)	12/23/14
Method and apparatus for managing an energy consuming load	8,527,109 (13/012,480)	09/03/13
Method and apparatus for managing an energy consuming load	8,527,108 (13/047,276)	09/03/13
Apparatus for managing an energy consuming load by compiling load state data from other loads	7,894,946 (12/509,638)	02/22/11
Method and apparatus for implementing enablement state decision for energy consuming load based on demand and duty cycle of load	7,580,775 (11/484,411)	08/25/09
Method and apparatus for managing an energy consuming load	13/956,997	08/01/13
Method and apparatus for managing an energy consuming load	13/893,856	05/14/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
SWARM LOGIC	86/481,178	12/15/14
ENCYCLE	86/481,164	12/15/14
SWARM ENERGY MANAGEMENT	4,584,901	08/12/14
REGENENERGY (and design)	3,721,100	12/08/09
REGEN ENERGY	3,721,099	12/08/09
ENVIROGRID	3,638,521	06/16/09
REGEN ENERGY	3,720,889	12/08/09
REGENENERGY (and design)	3,720,888	12/08/09