

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360957

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment of Security Agreement
RESUBMIT DOCUMENT ID:	900341355

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		10/19/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BLACK CORAL CAPITAL, LLC
Street Address:	18 TREMONT STREET
Internal Address:	SUITE 527
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4635432	SPARA DEMAND DIAGNOSTICS
Registration Number:	4504107	SPARA HUB
Registration Number:	4509137	SPARA DM
Registration Number:	4517068	POWERIT SOLUTIONS
Registration Number:	4517067	POWERIT SOLUTIONS
Registration Number:	3796506	SPARA BUILD
Registration Number:	3901054	SPARA KONNEKT
Registration Number:	3796505	SPARA VIEW
Registration Number:	3790860	SPARA EMS

CORRESPONDENCE DATA

Fax Number:

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.

Email: elizabeth.burkhard@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: BOSTON, MASSACHUSETTS 02116

TRADEMARK

ATTORNEY DOCKET NUMBER:	122404.00006
NAME OF SUBMITTER:	Elizabeth R. Burkhard
SIGNATURE:	/Elizabeth Burkhard/
DATE SIGNED:	11/03/2015

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT


Effective as of January 8, 2015, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SILICON VALLEY BANK, a California corporation ("Assignor") that holds of record a security interest in the patents, trademarks and copyrights owned by POWERIT SOLUTIONS, LLC ("PowerIt") listed on Exhibit A hereto pursuant to the Intellectual Property Security Agreement between Assignor and PowerIt dated as of November 26, 2014, and recorded with the USPTO at Reel/Frame numbers 005418/0831 and 034499/0224 (the "Security Agreement") attached as Exhibit B, hereby assigns, sells, transfers and conveys to BLACK CORAL CAPITAL, LLC, a Delaware limited liability company with an address of 18 Tremont Street, Suite 527, Boston, Massachusetts 02108 ("Assignee"), all of Assignor's rights in and to the Security Agreement.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Security Agreement.

This Assignment is being executed pursuant to the Non-Recourse Loan Document Sale and Assignment Agreement dated January 8, 2015 between Assignor and Assignee.

In Witness Whereof, the undersigned has executed this Assignment on behalf of Assignor, effective as of this 19th day of October, 2015.

SILICON VALLEY BANK
"Assignor"

By:  _____

Printed: Minh Le _____

Title: Market Manager _____

Exhibit A

Patents

Automated peak demand controller, App. Ser. No. 12/201911, filed August 29, 2008.

Trademarks

Mark	App. No.	Reg. No.	Reg. Date
SPARA DEMAND DIAGNOSTICS	86060501	4635432	November 11, 2014
SPARA HUB	85835419	4504107	April 1, 2014
SPARA DM	85835300	4509137	April 8, 2014
POWERIT SOLUTIONS (design)	85835290	4517068	April 22, 2014
POWERIT SOLUTIONS	85835272	4517067	April 22, 2014
SPARA BUILD	77544296	3796506	June 1, 2010
SPARA KONNEKT	77544291	3901054	January 4, 2011
SPARA VIEW	77544290	3796505	June 1, 2010
SPARA EMS	77544289	3790860	May 18, 2010

Copyrights

None.

Exhibit B

Intellectual Property Security Agreement

#37537477_v1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 26, 2014 by and between SILICON VALLEY BANK ("Bank") and POWERIT SOLUTIONS, LLC ("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 Amended and Restated Loan and Security Agreement by and between Bank, Powerit Holdings, Inc. and Grantor dated as of July 14, 2010 (as amended from time to time, as the same may be amended, modified or supplemented 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 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 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement 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.

5. 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.

6. 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.

7. 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).

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:

POWERIT SOLUTIONS, LLC

The Plaintiff

By: *Kevin Klossner*

Title: *CEO*

BANK:

SILICON VALLEY BANK

[Signature]

By: *David Sanders*

Title: *VP*

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Automated peak demand controller	12201911	8/29/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SPARA DEMAND DIAGNOSTICS	86060501	9/10/13
SPARA HUB	85835419	1/29/13
SPARA DM	85835300	1/29/13
POWERIT SOLUTIONS	85835290	1/29/13
POWERIT SOLUTIONS	85835272	1/29/13
SPARA BUILD	77544296	8/11/08
SPARA KONNEKT	77544291	8/11/08
SPARA VIEW	77544290	8/11/08
SPARA EMS	77544289	8/11/08

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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