

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		01/19/2016	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solar Solutions and Distribution, LLC		
<b>Street Address:</b>	8450 E. Crescent Parkway		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1779356	REAL GOODS	
<b>Registration Number:</b>	3944808	ALTERIS	
<b>Registration Number:</b>	3944809	ALTERIS RENEWABLES	
<b>Registration Number:</b>	3211319	THE ANSWER RISES EVERY DAY	
<b>Registration Number:</b>	3211320	THE ANSWER RISES EVERY DAY	
<b>Registration Number:</b>	3370014	OWN YOUR POWER	
<b>Registration Number:</b>	3474639	MARIN SOLAR	
<b>Registration Number:</b>	3461927	GET CLOSER TO THE SUN	
<b>Registration Number:</b>	3634401	MERCURY SOLAR SYSTEMS	
<b>Registration Number:</b>	3438873	MERCURY SOLAR SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164743216		
<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>	816-474-8100		
<b>Email:</b>	sfbaction@spencerfane.com		
<b>Correspondent Name:</b>	Kyle L. Elliott		
<b>Address Line 1:</b>	1000 Walnut Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64106		

OP \$265.00 1779356

<b>ATTORNEY DOCKET NUMBER:</b>	5022985-9
<b>NAME OF SUBMITTER:</b>	Kyle L. Elliott
<b>SIGNATURE:</b>	/kle/
<b>DATE SIGNED:</b>	01/21/2016

**Total Attachments: 8**

source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page1.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page2.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page3.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page4.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page5.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page6.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page7.tif  
source=SOLAR SOLUTIONS ASSIGNMENT OF GRANT OF SECURITY INTEREST TRADEMARKS#page8.tif

**ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**WITNESSETH:**

As of January 19, 2016

WHEREAS, reference is made to (i) that certain Loan and Security Agreement dated as of December 19, 2011 (as amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **REAL GOODS ENERGY TECH, INC.**, a Colorado corporation (“**Real Goods Energy**”), **REAL GOODS TRADING CORPORATION**, a California corporation (“**Real Goods Trading**”), **ALTERIS RENEWABLES, INC.**, a Delaware corporation (“**Alteris**”), **REAL GOODS SYNDICATED, INC.**, a Delaware corporation (“**Syndicated**”), **MERCURY ENERGY, INC.**, a Delaware corporation (“**Mercury**”), **REAL GOODS SOLAR, INC. – MERCURY SOLAR**, a New York corporation (“**Mercury Solar**”), **ELEMENTAL ENERGY, LLC**, a Hawaii limited liability company (“**Elemental**”), and **SUNETRIC MANAGEMENT LLC**, a Delaware limited liability company (“**Sunetric**”, and together with Real Goods Energy, Real Goods Trading, Alteris, Syndicated, Mercury, Mercury Solar and Elemental, individually and collectively, jointly and severally, the “**Borrower**”), (ii) that certain Intellectual Property Security Agreement dated as of September 26, 2013, by and between Bank and **Real Goods Energy, Real Goods Trading, Alteris, Syndicated, and Real Goods Solar, Inc.** (individually and collectively, jointly and severally, the “**2013 Grantor**”) which was recorded with the United States Patent and Trademark Office on September 27, 2013, at Reel 5119, Frame 0484 and (iii) that certain Intellectual Property Security Agreement dated as of June 6, 2014, by and between Bank and **Mercury, Elemental, Mercury Solar, and Sunetric** (individually and collectively, jointly and severally, the “**2014 Grantor**”) and which was recorded with the United States Patent and Trademark Office on June 9, 2014, at Reel 5299, Frame 0015 (as amended, restated, supplemented or otherwise modified, the “**Trademark Agreements**” and, together with the Loan Agreement, collectively, the “**Existing Agreements**”). Unless otherwise defined herein, terms used in this Assignment of Grant of Security Interest in Trademarks (this “**Assignment**”) have the meanings provided in the Trademark Agreements.

WHEREAS, pursuant to the Existing Agreements, 2013 Grantor and the 2014 Grantor (collectively, the “**Grantor**”) granted to Bank a security interest in the Intellectual Property Collateral, including that Trademarks identified in Schedule A hereto and made a part hereof.

WHEREAS, effective as of the date hereof, **SOLAR SOLUTIONS AND DISTRIBUTION, LLC**, a Colorado limited liability company (“**Assignee**”), has been assigned the security interests in the Intellectual Property Collateral WITHOUT RECOURSE, on an AS IS, WHERE IS, WITH ALL FAULTS basis.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby transfers, conveys, assigns, and delivers to Assignee WITHOUT RECOURSE, on an AS IS, WHERE IS, WITH ALL FAULTS basis, any lien and security interest which was granted to the Bank pursuant to the Existing Agreements in all Intellectual Property Collateral, including that Trademarks identified in Schedule A attached

hereto.

Bank hereby authorizes Assignee and its designees, including Grantor or Grantor's authorized representative, at Assignee's sole cost and expense, to record this Assignment with the United States Trademarks Office. Grantor hereby agrees to provide and/or execute any and all additional documents, instruments, and agreements as may be reasonably requested by Bank or Assignee in connection herewith.

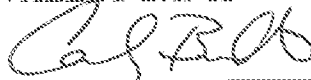
This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

*IN TESTIMONY WHEREOF*, Bank has executed this Assignment as of the date above first written.

**BANK:**

**SILICON VALLEY BANK**

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

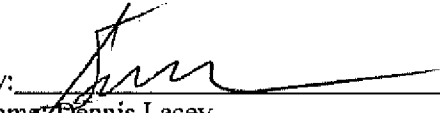
Name: Carley Brandt

Title: Director


Acknowledged and Accepted by:

**GRANTOR:**

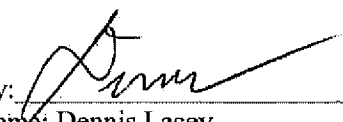
**REAL GOODS ENERGY TECH, INC.**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

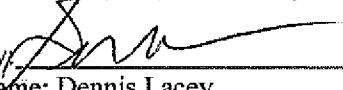
**REAL GOODS TRADING CORPORATION**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

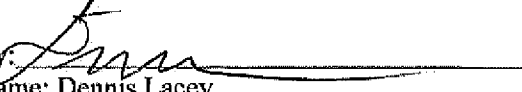
**REAL GOODS SYNDICATED, INC.**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

**REAL GOODS SOLAR, INC.**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

**ALTERIS RENEWABLES, INC.**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

**MERCURY ENERGY, INC.,**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

**REAL GOODS SOLAR, INC. –  
MERCURY SOLAR**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

**ELEMENTAL ENERGY, LLC**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

**SUNETRIC MANAGEMENT LLC**

By:   
Name: Dennis Lacey  
Title: Chief Executive Officer

Acknowledged and Accepted by:

**ASSIGNEE:**

**SOLAR SOLUTIONS AND DISTRIBUTION  
LLC**

By: 

Name: DJ ALEMAYEHU  
Title: MANAGING DIRECTOR



SCHEDULE A  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>	<u>Liens Recorded in the U.S. Trademark Office</u>
REAL GOODS	Reg. No. 1779356	6/29/93	Real Goods Trading Corporation	None
ALTERIS	Reg. No. 3944808	4/12/11	Alteris Renewables, Inc.	None
ALTERIS RENEWABLES	Reg. No. 3944809	4/12/11	Alteris Renewables, Inc.	None
THE ANSWER RISES EVERY DAY	Reg. No. 3211319	2/20/07	Real Goods Energy Tech, Inc., as successor in interest to Marin Solar, Inc.	None
THE ANSWER RISES EVERY DAY	Reg. No. 3211320	2/20/07	Real Goods Energy Tech, Inc., as successor in interest to Marin Solar, Inc.	None
OWN YOUR POWER	Reg. No. 3370014	1/15/08	Real Goods Energy Tech, Inc., as successor in interest to Marin Solar, Inc.	None
MARIN SOLAR	Reg. No. 3474639	7/29/08	Real Goods Energy Tech, Inc., as successor in interest to Marin Solar, Inc.	None

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>	<u>Liens Recorded in the U.S. Trademark Office</u>
GET CLOSER TO THE SUN	3461927/ 77331503	7/8/08; 11/16/07	Mercury Solar Systems, Inc.	
MERCURY SOLAR SYSTEMS AND Design	3634401/ 77575533	6/9/09; 9/22/08	Mercury Solar Systems, Inc.	
MERCURY SOLAR SYSTEMS	3438873/ 77061603	6/3/08; 12/11/06	Mercury Solar Systems, Inc.	
ELEMENTAL			Elemental Energy, LLC	
SUNTECH			Elemental Energy, LLC	