

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated as of June 13, 2016, by ENERGY PLANNING ASSOCIATES CORP. (“**Grantor**”), in favor of WELLS FARGO BANK, N.A. (“**Lender**”).

WITNESSETH:

WHEREAS, Grantor is party to that certain Restated Credit Agreement dated March 28, 2012, which was amended by that certain (i) First Amendment to Restated Credit Agreement dated November 8, 2012; (ii) Second Amendment to Restated Credit Agreement dated September 29, 2014; and (iii) Third Amendment to Restated Credit Agreement dated July 27, 2015 (collectively, the “**Credit Agreement**”).

WHEREAS, Grantor is party to that certain (i) Security Agreement dated December 18, 2002; (ii) Mortgage, Assignment of Rents and Security Agreement dated July 25, 2005; (iii) Loan and Security Agreement dated August 31, 2007; (iv) First Amendment to Loan and Security Agreement dated March 17, 2010; (v) Second Amendment to Loan and Security Agreement dated June 15, 2011; (vi) Security Agreement dated March 28, 2012; and (vii) Patent Security Agreement dated March 28, 2012 (collectively, together with the Credit Agreement, as any of them are amended, restated, supplemented or modified from time to time, the “**Security Agreement**”).

WHEREAS, Grantor is party to that certain Forbearance Agreement dated as of even date herewith; and

WHEREAS, the Security Agreement and Forbearance Agreement require Grantor to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender agree as follows:

SECTION 1. **Recitals**. Grantor represents and warrants to Lender that the recitals set forth above are true, accurate, complete in all material respects and are a part of this IP Security Agreement as if fully set forth herein.

SECTION 2. **Defined Terms**. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 3. **Recording**. This IP Security Agreement is executed for the purpose of recording a short form security agreement with the U.S. Patent and Trademark Office and the U.S. Copyright Office, which sets forth Grantor’s pledge of its intellectual property as security for all Indebtedness.

SECTION 4. **Grant of Security Interest in Collateral**. Grantor hereby pledges and grants to Lender for its benefit a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all tangible and intangible personal property of Grantor

including (without limitation) the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter referred to collectively as the “**Collateral**”): the intellectual property assets owned by Grantor, including without limitation all patents, trademarks and copyrights set forth in Schedule I, all source code associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto, wherever located and whether now owned or hereafter acquired.

SECTION 5. **Certain Limited Exclusions**. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 4 hereof attach to any lease, license, contract, property right or agreement to which Grantor is a party if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that, in the case of either (a) or (b) above, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above.

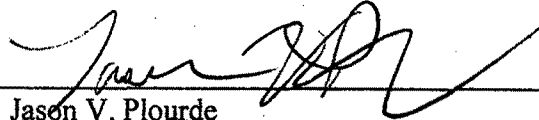
SECTION 6. **Security Agreement and Notice of Additional Rights of Lender**. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Lender shall otherwise determine in its sole discretion.

SECTION 7. **Termination**. Upon the payment in full of all Indebtedness, Lender shall execute and deliver to Grantor within a reasonable amount of time of Grantor’s written request, such documents or instruments as are necessary to release the collateral pledge, grant, assignment, lien and security interest granted under this IP Security Agreement.

SECTION 8. **Counterparts**. This IP Security Agreement may be executed in any number of counterparts and transmitted electronically or by facsimile, and each of which shall be an original for all purposes and enforceable against any party who signed it, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

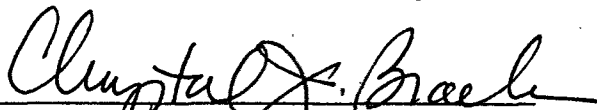
ENERGY PLANNING ASSOCIATES CORP.

By: 
Name: Jason V. Plourde
Title: President

STATE OF FLORIDA

COUNTY OF SEMINOLE

Before me, the undersigned authority, on this 13TH day of June, 2016, personally appeared Jason V. Plourde, who () is personally known to me or () has produced _____ as identification, and being first duly sworn, deposes and says that he is the president of Energy Planning Associates Corp., and that the foregoing instrument was signed and delivered on its behalf.


NOTARY PUBLIC, State of Florida
Printed Name: CHRISTAL J. BRADEN
Commission No.: FF 147877
My Commission Expires: AUG. 17, 2018
Seal or Stamp:



Accepted and Agreed:

WELLS FARGO BANK, N.A.

By: 

Name: Gene Glover

Title: Vice President

Schedule I to IP Security Agreement

1. U.S. Patent Application No. 29/529,455
Filing Date: June 8, 2015
Applicant: Energy Planning Associates Corp.
Inventor: Dominick Cerce; Saturnino Oquendo, Jr.
2. U.S. Patent Application No. 62/327,264
Filing Date: April 25, 2016
Applicant: Energy Planning Associates Corp.
Inventors: Michael Brennan; Jason Plourde
3. U.S. Patent Application No. 29/560,908
Filing Date: April 12, 2016
Applicant: Energy Planning Associates Corp.
Inventor: Saturnino Oquendo, Jr.
4. U.S. Patent No. 9,175,839
U.S. Patent Application No. 13/887,597
U.S. Patent Publication No. US 2014/0328070 A1
Filing Date: May 6, 2013
Issue Date: November 3, 2015
Inventors: Saturnino Oquendo, Jr.; Adam Perdue
5. U.S. Patent No. 6,523,975 B1
U.S. Patent Application No. 09/920,429
U.S. Patent Publication No. US 2003/0026094 A1
Filing Date: August 1, 2001
Issue Date: February 25, 2003
Inventors: Jason V. Plourde; Michael Brennan; Frederick W. Froelich; Von A. Plourde
6. U.S. Trademark Registration No. 4,518,979
U.S. Trademark Serial No. 85-848,420
Owner: Energy Planning Associates Corporation
7. U.S. Trademark Registration No. 3,903,025
U.S. Trademark Serial No. 77-956,214
Owner: Energy Planning Associates Corporation
8. U.S. Trademark Registration No. 3,903,024
U.S. Trademark Serial No. 77-956,212
Owner: Energy Planning Associates Corporation
9. U.S. Trademark Registration No. 3,889,094
U.S. Trademark Serial No. 77-953,089
Owner: Energy Planning Associates Corporation

10. U.S. Trademark Registration No. 3,949,941
U.S. Trademark Serial No. 77-953,079
Owner: Energy Planning Associates Corporation
11. U.S. Trademark Registration No. 3,949,940
U.S. Trademark Serial No. 77-953,074
Owner: Energy Planning Associates Corporation
12. U.S. Trademark Registration No. 1,990,428
U.S. Trademark Serial No. 74-586,117
Owner: Energy Planning Associates Corporation