

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390010

<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>
BLUE PILLAR, INC.	FORMERLY Blue Pillar Technology, Inc.	06/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DR.		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3732090	DEPMS	
<b>Registration Number:</b>	3605173	BLUE PILLAR	
<b>Registration Number:</b>	4942087	ENERGY NETWORK OF THINGS	
<b>Registration Number:</b>	4905827	DIGITAL ENERGY NETWORK OF THINGS	
<b>Registration Number:</b>	4905826	AVISE FORESITE	
<b>Registration Number:</b>	4773913	AVISE FORESITE	
<b>Registration Number:</b>	4856492	AURORA	
<b>Registration Number:</b>	3716091	AURORA	
<b>Registration Number:</b>	3640781	AVISE	
<b>Registration Number:</b>	3605174		
<b>Serial Number:</b>	87038910	BP	
<b>Serial Number:</b>	86799418	FACILITY OF THE FUTURE	
<b>Serial Number:</b>	86349135	CENTRALIZED FACILITIES MANAGEMENT	
<b>Serial Number:</b>	86449709	DIGITAL ENERGY INTERNET OF THINGS	
<b>Serial Number:</b>	86349132	AURORA DIGITAL ENERGY NETWORK	
<b>Serial Number:</b>	86350017	AVISE FORESITE	
<b>Serial Number:</b>	86433862	BUILDING BLOCKS PARTNERSHIP PROGRAM	
<b>Serial Number:</b>	86449716	ENERGY INTERNET OF THINGS	

OP \$465.00 3732090

**CORRESPONDENCE DATA****Fax Number:** 4088524475*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.***Phone:** 4088417195**Email:** dsanchezbentz@vlplawgroup.com**Correspondent Name:** Diana Sanchez Bentz**Address Line 1:** VLP Law Group LLP**Address Line 4:** Gilroy, CALIFORNIA 95020

<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz
---------------------------	---------------------

<b>SIGNATURE:</b>	/dsb1068/
-------------------	-----------

<b>DATE SIGNED:</b>	07/01/2016
---------------------	------------

**Total Attachments: 9**

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page1.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page2.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page3.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page4.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page5.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page6.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page7.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page8.tif

source=SVB\_Blue Pillar\_IPSA\_06-30-2016#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 30, 2016 by and between SILICON VALLEY BANK (“Bank”) and BLUE PILLAR, INC. (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated July 9, 2015 (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 of 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.

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.

3. 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, including, without limitation, any provisions in the Loan Agreement in regard to the termination of Bank’s security interest on the Intellectual Property Collateral upon the occurrence of events described in the Loan Agreement (which provisions in the Loan Agreement shall supersede and control over the provisions of this Agreement and shall be deemed to terminate the security interest granted herein simultaneously with the termination of such security interests under the Loan Agreement). 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.

4. 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.

5. 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.


6. 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).

[Signature page follows.]

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:

BLUE PILLAR, INC.

  
\_\_\_\_\_  
By: Thomas J. White  
Title: CEO

BANK:

SILICON VALLEY BANK

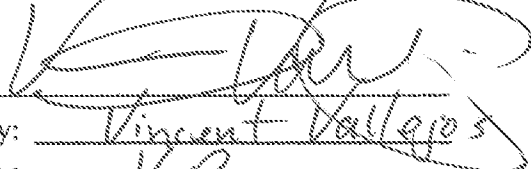
  
\_\_\_\_\_  
By: Vincent Vallejos  
Title: V.P.

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>
POWER MONITORING AND TESTING	7548826 20080052027 11556496	06/16/2009 02/28/2008 11/03/2006
POWER MONITORING AND TESTING	7974809 20090144010 12362308	07/05/2011 06/04/2009 01/29/2009
SYSTEMS, METHODS, AND DEVICES FOR MANAGING EMERGENCY POWER SUPPLY SYSTEMS	8359248 20080313006 12143326	01/22/2013 12/18/2008 06/20/2008
SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR MONITORING AND CONTROLLING INDUSTRIAL ENERGY EQUIPMENT	9170579 13753908	10/27/2015 01/30/2013
SYSTEM, METHOD, AND COMPUTER PROGRAM FOR PROVIDING A VULNERABILITY ASSESSMENT OF A NETWORK OF INDUSTRIAL AUTOMATION DEVICES	9241007 13945812	01/19/2016 07/18/2013
SYSTEM AND METHODS FOR MANAGING EMERGENCY POWER SUPPLY SYSTEM OPERATIONAL INFORMATION	20130158736 13691366	06/20/2013 11/30/2012
SYSTEMS AND METHODS PROJECTING AVAILABLE RUNTIMES OF EMERGENCY POWER SUPPLY SYSTEMS	20130158893 13691370	06/20/2013 11/30/2012
SYSTEMS AND METHODS PROVIDING PREDICTIVE ANALYSES OF EVENTS RELATING TO EMERGENCY POWER SUPPLY SYSTEMS	20130173185 13691374	07/04/2013 11/30/2012
SYSTEMS AND METHODS FOR TESTING EMERGENCY POWER SUPPLY SYSTEMS	20130158932 13691376	06/20/2013 11/30/2012



SAMPLING AND STORAGE METHODOLOGY FOR  
USE IN MONITORING INDUSTRIAL  
AUTOMATION DEVICES

Provisional  
application filed  
08/20/2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEPMS	3732090	12/29/2009
BLUE PILLAR	3605173	04/14/2009
ENERGY NETWORK OF THINGS	4942087	04/19/2016
DIGITAL ENERGY NETWORK OF THINGS	4905827	02/23/2016
AVISE FORESITE	4905826	02/23/2016
AVISE FORESITE	4773913	07/14/2015
AURORA	4856492	11/17/2015
AURORA	3716091	11/24/2009
AVISE	3640781	06/16/2009
	3605174	04/14/2009
	87038910	05/16/2016
FACILITY OF THE FUTURE	86799418	04/19/2015
CENTRALIZED FACILITIES MANAGEMENT	86349135	07/26/2014
DIGITAL ENERGY INTERNET OF THINGS	86449709	11/10/2014
AURORA DIGITAL ENERGY NETWORK	86349132	07/26/2014
AVISE FORESITE	86350017	07/28/2014
BUILDING BLOCKS PARTNERSHIP PROGRAM	86433862	10/24/2014
ENERGY INTERNET OF THINGS	86449716	11/10/2014

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE