

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATSITE, INC.		09/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EDISON ENERGY, LLC		
Street Address:	601 Fifth Street		
Internal Address:	Suite 1105, c/o Edison Energy Group, Inc.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4659661	INSITE	
Registration Number:	4655601	ATSITE	
Registration Number:	4659645	MY BUILDING ROCKS	
Registration Number:	4493976	INSITE, POWERED BY ATSITE	
Registration Number:	4240034	LIGHT-UP	
Registration Number:	3872659	PERFORMAX BUILDINGS	
Registration Number:	3467702	ATSITE	
CORRESPONDENCE DATA			
Fax Number:	2136336899		
<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:	213-633-6800		
Email:	cherylwei@dwt.com		
Correspondent Name:	Cheryl Wei, Esq.		
Address Line 1:	865 S. Figueroa Ave		
Address Line 2:	Suite 2400, Attn: Cheryl Wei		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Warren Keville		
SIGNATURE:	/wk/		

OP \$190.00 4659661

DATE SIGNED:	09/23/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2016 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), is made by ATSITE, INC., a Delaware corporation ("Debtor"), with its address at 2021 L St., NW, Washington, DC 20036, in favor of EDISON ENERGY, LLC, a Delaware limited liability company ("Secured Party"), with its address at c/o Edison Energy Group, Inc., 601 Fifth Street, Suite 1105, Los Angeles, CA 90071. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as defined below) including definitions incorporated therein by reference.

RECITALS

WHEREAS, Debtor and Secured Party have entered into that certain Credit and Security Agreement dated as of September 21, 2016 (as may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, Debtor has granted to Secured Party a security interest in the Collateral to secure the Obligations as more fully set forth in the Credit Agreement; and

WHEREAS, Secured Party has required that Debtor provide this Trademark Security Agreement to Secured Party to further confirm the grant to Secured Party of a continuing security interest in all of the Trademark Collateral (as defined below) as security for the Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtor agrees, for the benefit of Secured Party, as follows:

1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) All of Debtor's entire right, title and interest in and to all, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

(b) All reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clause (a).

(c) All proceeds of, and rights associated with, the foregoing (including license royalties and proceed of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing, and for breach or enforcement of any of the foregoing, and all rights corresponding thereto throughout the world.

2. Security Agreement. This Trademark Security Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the

world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Credit Agreement. The Credit Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has entered into this Trademark Security Agreement as of the date first written above.

ATSITE, INC.

By: 

Name: Davor D. Kapelina

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

DISTRICT OF COLUMBIA)SS.

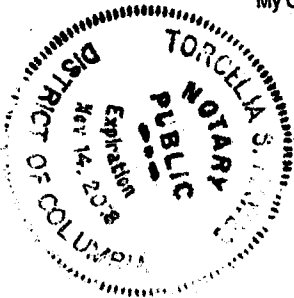
On September 13, 2016, before me, Torcelia S. Hawes, a notary public in and for the District of Columbia, personally appeared Davor D. Kapelina, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Torcelia S. Hawes (Seal)

TORCELIA S. HAWES
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2018



SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
InSite	4,659,661	12/23/14
AtSite	4,655,601	12/16/14
My Building Rocks	4,659,645	12/23/14
InSite, Powered by AtSite	4,493,976	3/11/14
Light-Up	4,240,034	11/13/12 (Not in Use)
Performax Buildings	3,872,659	11/9/2010 (Not in Use)
AtSite	3,467,702	7/15/08

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		