

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412642

<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>
CIVICSOLAR, INC.		01/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOLAR SOLUTIONS AND DISTRIBUTION, LLC		
<b>Street Address:</b>	8450 E. Crescent Pkwy., Ste. 350		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4212598	CIVICSOLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jackie@bushyheadlaw.com		
<b>Correspondent Name:</b>	Jackie Maloney		
<b>Address Line 1:</b>	315 SE Main Street		
<b>Address Line 4:</b>	Lee's Summit, MISSOURI 64063		
<b>NAME OF SUBMITTER:</b>	Jackie Maloney		
<b>SIGNATURE:</b>	/Jackie Maloney/		
<b>DATE SIGNED:</b>	01/18/2017		
<b>Total Attachments: 7</b>			
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OP \$40.00 4212598

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 11, 2017, by and among SOLAR SOLUTIONS AND DISTRIBUTION, LLC ("Lender") and CIVICSOLAR, INC., ("Grantor").

### RECITALS

- A. Lender has agreed to continue to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, dated January 2, 2017 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender 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:

1. 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**");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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**”);
5. 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**”);
6. 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, he “**Mask Works**”);
7. 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;
8. 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;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. 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.


This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

[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:

CIVICSOLAR, INC.

BY:   
NAME: Stuart M. Rentz  
TITLE: Chief Executive Officer

ADDRESS OF GRANTOR:

426 17<sup>th</sup> St., Ste. 600  
Oakland, CA 94612  
Attn: Stuart M. Rentz, CEO  
Fax: 415-817-9899  
[st@civicsolar.com](mailto:st@civicsolar.com)

LENDER:

SOLAR SOLUTIONS AND DISTRIBUTION, LLC

BY:   
DJ ALEMAYEHU  
MANAGING DIRECTOR

ADDRESS OF LENDER

8450 E. Crescent Pkwy, Ste. 200  
Greenwood Village, CO 80111-2816  
Attn: DJ Alemayehu  
Fax: 303-955-5073  
[dj@soldist.com](mailto:dj@soldist.com)

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Description	Registration/ Application No.	Registration/ Application Date	Registrant	Liens
CIVICSOLAR	4212598/ 85384357	September 25, 2012	CivicSolar, Inc.	

EXHIBIT D

Mask Works

None