

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414541

<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>
3ES INNOVATION INC.		01/20/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4363374	ENERSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1759 3ES		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	02/01/2017		
<b>Total Attachments: 9</b>			
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**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of January 20, 2017 (the "Amendment") by and between COMERICA BANK ("Bank") and 3ES INNOVATION INC., a company existing under the *Canada Business Corporations Act* ("Grantor").

**RECITALS**

Grantor and Bank are parties to that certain Loan Agreement dated as of August 21, 2015, (as amended, modified, supplemented or restated, the "Loan Agreement") and that certain General Security Agreement dated as of August 21, 2015, (as amended, modified, supplemented or restated, the "Security Agreement"). In connection with the Loan Agreement and Security Agreement, Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of August 21, 2015, as amended from time to time (the "IPSA").

Grantor has notified Bank that it has acquired a new trademark item. Bank and Grantor wish to update the IPSA to include the additional trademark item belonging to Grantor.

The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit C.

2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

**GRANTOR:**

Address of Grantor:

**3ES INNOVATION INC.**

Suite 400, 227-11<sup>th</sup> Avenue S.W.  
Calgary, Alberta, T2R 1R9, Canada  
Attn: Chief Executive Officer

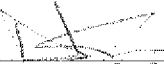
By:   
Name: Jay Bachman  
Title: CFO

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By:   
Name: DAVE SAMRA  
Title: VP

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ENERSIGHT	4,363,374	07/09/13

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 21, 2015 by and between **COMERICA BANK** (“**Bank**”) and **3ES INNOVATION INC.**, a company existing under the *Canada Business Corporations Act* (“**Grantor**”).

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of that certain General Security Agreement dated as of the date hereof executed by Grantor in favour of Bank (as amended, varied, supplemented, restated, renewed or replaced at any time, the “**Security Agreement**”; capitalized terms used herein are used as defined in the Security 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Security 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:**

Address of Grantor:

400 227-11th Ave SW  
Calgary, Alberta T2R 1K9  
Attn: Wynne Sim

**3ES INNOVATION INC.**

By: *Wynne Sim*  
Name: Wynne Sim  
Title: CEO

**BANK:**

Address of Bank:

M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

**COMERICA BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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:**

Address of Grantor:

**3ES INNOVATION INC.**

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By: Omer Ahmed  
Name: Omer Ahmed  
Title: Vice President



**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
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