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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM423919

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SOLARONE SOLUTIONS, INC.		06/13/2016	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	AVIDBANK	
Street Address:	50 West San Fernando Street, Suite 850	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95113	
Entity Type:	Corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3840058	INOVUS SOLAR
Registration Number:	3840057	INOVUS SOLAR

## **CORRESPONDENCE DATA**

**Fax Number:** 6506440520

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:** 6506483802

**Email:** patty@pattycheng.com

Correspondent Name: Patty Cheng

Address Line 1: 2625 MIDDLEFIELD ROAD, SUITE 215

Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	04/17/2017

## **Total Attachments: 5**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 3, 2016 by and between SOLARONE SOLUTIONS, INC., a Delaware corporation ("Grantor") and AVIDBANK, a California corporation ("Bank").

#### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

#### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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 the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

220 Reservoir St., Suite 19 Needham, MA 02494

Attn: Moneer Azzam, CEO

Address of Bank:

50 West San Fernando Street, Suite 850 San Jose, California 95113 FAX: 408-200-7399

Attn: Stephen Chen

AVIDBANK

Print Name:\_

Title:\_\_\_

Intellectual Buputy Scanily Agreement

# EXHIBIT A

# Copyrights

Please Check Box if No Copyrights Exist  $\square$ 

Title Registration Number Registration Date

# Ехнівіт В

# **Patents**

Please Check Box if No Patents Exist □

	<b>Application / Patent</b>	
Title	Number	<b>Application/ Issue Date</b>
LED Lighting System	7,863,829	January 4, 2011
LED Lighting System	12,356,151	January 4, 2011
Portable solar module cart	6,201,181	March 13, 2011
Portable solar powered unit	6,974904	December 13, 2005
Wireless autonomous solar-powered outdoor lighting	8,588,830	November 19, 2013
and energy and information management network		
Solar-powered light pole and LED light fixture	8,029,154	October 4, 2011
Solar-powered light pole and LED light fixture	7,731,383	June 8, 2010

# EXHIBIT C

# Trademarks

Please Check Box if No Trademarks Exist □

<u>Description</u>	Serial Number	Registration Number	Application / Registration Date
SOLARONE	78294773	2996995	September 20, 2005
SO BRIGHT	77547471	3668571	*
INOVUS SOLAR	77790847	3840058	August 31, 2010
INOVUS SOLAR	77790845	3840057	August 31, 2010

<sup>\*</sup> Indicates abandoned/dead trademark

TRADEMARK REEL: 006035 FRAME: 0671

**RECORDED: 04/17/2017**