

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solar Spectrum Holdings LLC		03/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4336239	GENERATE POSITIVE	
Registration Number:	3985389	SUNGEVITY	
Registration Number:	3904398		
Registration Number:	3790256		
Registration Number:	3676476	SUNGEVITY	
Registration Number:	3790936	SUNGEVITY	
Registration Number:	3923517	SUNSHINE ONLINE	
Registration Number:	3362939	SUNGEVITY	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	710911		

CH \$215.00 4336239

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/10/2019
Total Attachments: 7 source=4-10-19 Solar Spectrum 2-TM#page1.tif source=4-10-19 Solar Spectrum 2-TM#page2.tif source=4-10-19 Solar Spectrum 2-TM#page3.tif source=4-10-19 Solar Spectrum 2-TM#page4.tif source=4-10-19 Solar Spectrum 2-TM#page5.tif source=4-10-19 Solar Spectrum 2-TM#page6.tif source=4-10-19 Solar Spectrum 2-TM#page7.tif	

TRADEMARK GRANT OF SECURITY INTEREST AGREEMENT

This Trademark Grant of Security Interest Agreement ("**Agreement**") is dated as of March 31, 2019, between **Solar Spectrum Holdings LLC**, a Delaware limited liability company ("**Grantor**"), and **Hercules Capital, Inc.**, formerly known as Hercules Technology Growth Capital, Inc., a Maryland corporation, as agent for itself and certain lender parties (collectively referred to as "**Lender**") party to the Loan Agreement (as defined below) ("**Secured Party**").

RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I hereto;

B. Solar Spectrum LLC, a Delaware limited liability company ("**Borrower**") and Secured Party, among others, are parties to that certain Loan and Security Agreement, dated as of August 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

C. As a result of certain Events of Default under the Loan Agreement, in order to further secure Borrower's performance of its obligations pursuant to the Loan Agreement, each of Lender and the Secured Party requires that Grantor provide it with a collateral security interest in all of its assets.

D. Pursuant to the terms of that certain Amended and Restated Pledge Agreement dated as of the date hereof, Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the "**Trademarks**"): (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) all proceeds thereof.

E. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the trademarks and trademark applications listed on Schedule I hereto (as the

same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future in Judgements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates (all of the foregoing are collectively called the "**Trademark Collateral**"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents. Notwithstanding anything in the foregoing to the contrary, the security interests granted hereunder are subject to the prior security interest in and lien on the Trademarks granted by Grantor in favor of Secured Party pursuant to that certain Trademark Grant of Security Interest Agreement given by Grantor in connection with that certain Working Capital Loan and Security Agreement, dated as of August 27, 2018, by and between Borrower and Secured Party, as lender.

2. If, before the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Secured Party quarterly written notice of any filing made with respect to such Trademark.

3. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any future Trademarks, Trademark applications or other rights described in paragraphs 1 and 2 hereof.

4. Grantor shall have the duty to prosecute diligently any material Trademark applications pending as of the date of this Agreement or thereafter until the Secured Obligations (other than inchoate indemnity obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Except as permitted in the Loan Agreement, the Grantor shall not abandon any material Trademark Collateral without the consent of Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed.

5. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

7. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "**Transferee**") in accordance with the Loan Agreement. After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

9. This Agreement is subject to modification only by a writing signed by both parties.

10. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in the State of California shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.

11. All judicial proceedings (to the extent that the reference requirement of Section 12 is not applicable) arising in or under or related to this Agreement may be brought in any state or federal court located in the State of California. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to nonexclusive personal jurisdiction in Santa Clara County, State of California; (b) waives any objection as to jurisdiction or venue in Santa Clara County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth therein. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

12. Mutual Waiver of Jury Trial/Judicial Reference.

(a) Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and the parties

wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. EACH OF GRANTOR AND SECURED PARTY SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY GRANTOR AGAINST SECURED PARTY OR ITS ASSIGNEE OR BY SECURED PARTY OR ITS ASSIGNEE AGAINST GRANTOR. This waiver extends to all such Claims, including Claims that involve Persons other than Grantor and Secured Party; Claims that arise out of or are in any way connected to the relationship between Grantor and Secured Party; and any Claims for damages, breach of contract, tort, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement.

(b) If the waiver of jury trial set forth in Section 12(a) is ineffective or unenforceable, the parties agree that all Claims shall be resolved by reference to a referee sitting without a jury, pursuant to California Code of Civil Procedure Section 638, et seq., before a mutually acceptable referee or, if the parties cannot agree, a referee selected by the Presiding Judge of Santa Clara County, California, according to the procedures provided in California Code of Civil Procedure. Such proceeding shall be conducted in Santa Clara County, California, with California rules of evidence and discovery applicable to such proceeding.

(c) In the event Claims are to be resolved by judicial reference to a referee, either party may seek from a court identified in Section 11, any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by law notwithstanding that all Claims are otherwise subject to resolution by judicial reference.

[remainder of this page intentionally left blank.]

WITNESS the execution hereof under seal as of the day and year first above written.

GRANTOR:

SOLAR SPECTRUM HOLDINGS LLC,
a Delaware limited liability company

By: Scott M. Honour
Name: Scott Honour
Title: President

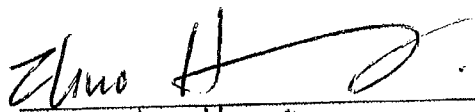
[Signature Page to Trademark Grant of Security Agreement]

WITNESS the execution hereof under seal as of the day and year first above written.

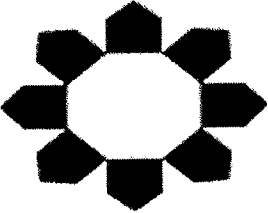
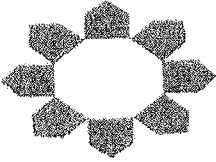
Accepted in Palo Alto, California:

SECURED PARTY:

HERCULES CAPITAL, INC., as Agent

By: 
Name: Zhuo Huang
Title: Associate General Counsel

**SCHEDULE I
TO
TRADEMARK GRANT OF SECURITY INTEREST AGREEMENT**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
GENERATE POSITIVE	US	85642399 6/4/2012	4336239 5/14/2013	Solar Spectrum Holdings LLC
SUNGEVITY Cross References: LONGEVITY	US	85179313 11/17/2010	3985389 6/28/2011	Solar Spectrum Holdings LLC
<i>Design Only</i> 	US	85056786 6/7/2010	3904398 1/11/2011	Solar Spectrum Holdings LLC
<i>Design Only</i> 	US	77979324 11/10/2008	3790256 5/18/2010	Solar Spectrum Holdings LLC
SUNGEVITY	US	77977381 10/9/2008	3676476 9/1/2009	Solar Spectrum Holdings LLC
SUNGEVITY	US	77589921 10/9/2008	3790936 5/18/2020	Solar Spectrum Holdings LLC
SUNSHINE ONLINE	US	77338221 11/27/2007	3923517 2/22/2011	Solar Spectrum Holdings LLC
SUNGEVITY	US	77018402 10/11/2006	3362939 1/1/2008	Solar Spectrum Holdings LLC