

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542100

<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>
TELKONET, INC.		09/30/2014	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 South Almaden Blvd.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88454741	RHAPSODY	
<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>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	09/23/2019		
<b>Total Attachments: 6</b>			
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OP \$40.00 88454741

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2014 by and among HERITAGE BANK OF COMMERCE a California corporation ("Bank") and TELKONET, INC., a Utah corporation and ETHOSTREAM LLC, a Wisconsin limited liability company (each, a "Grantor", and collectively, "Grantors").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors (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 Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such 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.

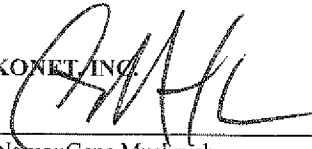
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

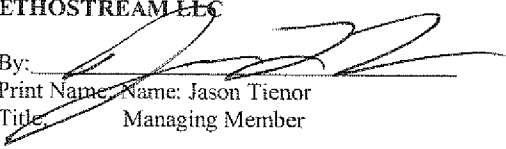
Address of Grantor:

20800 Swenson Drive, Suite 175  
Waukesha, WI 53186  
Attn: Gene Mushrush, CFO

TELKONET, INC.

By:   
Print Name: Gene Mushrush  
Title: Chief Financial Officer

ETHOSTREAM LLC

By:   
Print Name: Name: Jason Tienor  
Title: Managing Member

Address of Bank:

150 Almaden Blvd.  
San Jose, California 95113  
Attn: Mike Hansen  
FAX: (408) 947-6910  
Email: Mike.Hansen@herbank.com

HERITAGE BANK OF COMMERCE

By: \_\_\_\_\_  
Print Name: Mike Hansen  
Title: Senior Vice President and Manager

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006820 FRAME: 0420**

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:

20800 Swenson Drive, Suite 175  
Waukesha, WI 53186  
Attn: Gene Mushrush, CFO

**TELKONET, INC.**

By: \_\_\_\_\_  
Print Name: Gene Mushrush  
Title: Chief Financial Officer

**ETHOSTREAM LLC**

By: \_\_\_\_\_  
Print Name: Name: Jason Tienor  
Title: Managing Member

Address of Bank:

150 Almaden Blvd.  
San Jose, California 95113  
Attn: Mike Hansen  
FAX: (408) 947-6910  
Email: Mike.Hansen@herbank.com

**HERITAGE BANK OF COMMERCE**

By: Mike Hansen  
Print Name: Mike Hansen  
Title: Senior Vice President and Manager

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006820 FRAME: 0421**

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Owner</b>	<b>Title</b>	<b>Application / Patent Number</b>	<b>Application Date / Issue Date</b>
Telkonet, Inc.	Thermostat	D569279	05/20/2008
Telkonet, Inc.	Water heater energy management controller	<b>15/892190</b>	02/08/2018

**EXHIBIT C**

**Trademarks**

<u>Owner</u>	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
Telkonet, Inc.	(Design only)	4269097	01/01/13
Telkonet, Inc.	TELKONET	4269096	01/01/13
Telkonet, Inc.	TELKONET IBRIDGE	*	*
Telkonet, Inc.	TELKONET SMARTENERGY	*	*
Telkonet, Inc.	SYMPHONY	87823485	03/07/18
Telkonet, Inc.	RHAPSODY	<b>88454741</b>	05/31/19

\* Indicates dead, abandoned or cancelled trademark