

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688240

<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>
ENERGY TECHNOLOGY SAVINGS, INC. (d/b/a LogicalBuildings)		11/15/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, N.A., as Collateral Agent		
<b>Street Address:</b>	1100 N. Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 60</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86314219	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314216	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314213	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314211	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314208	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314204	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314200	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314197	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314193	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314192	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314190	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314188	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314186	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	86314182	ETS ENERGY TECHNOLOGY SAVINGS	
<b>Serial Number:</b>	85809372	ETS EMERALD	
<b>Serial Number:</b>	85809367	ETS EMERALD	
<b>Serial Number:</b>	88156425	LOGICAL BUILDINGS	
<b>Serial Number:</b>	88156686	LOGICAL BUILDINGS	

CH \$1515.00 86314219

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88156664	LOGICAL BUILDINGS
Serial Number:	88156596	LOGICAL BUILDINGS
Serial Number:	88156590	LOGICAL BUILDINGS
Serial Number:	88156516	LOGICAL BUILDINGS
Serial Number:	88156652	LOGICAL BUILDINGS
Serial Number:	88156637	LOGICAL BUILDINGS
Serial Number:	88156616	LOGICAL BUILDINGS
Serial Number:	88156606	LOGICAL BUILDINGS
Serial Number:	88156585	LOGICAL BUILDINGS
Serial Number:	88156566	LOGICAL BUILDINGS
Serial Number:	88156522	LOGICAL BUILDINGS
Serial Number:	87879810	LOGICAL BUILDINGS
Serial Number:	88156487	
Serial Number:	88156485	
Serial Number:	88156431	
Serial Number:	88156505	
Serial Number:	88156497	
Serial Number:	88156493	
Serial Number:	88156435	
Serial Number:	87863721	SMARTKIT AI
Serial Number:	87863715	SMARTKIT AI
Serial Number:	87863720	SMARTKIT AI
Serial Number:	86314243	Z SENZORZ
Serial Number:	86314239	Z SENZORZ
Serial Number:	86314236	Z SENZORZ
Serial Number:	86314233	Z SENZORZ
Serial Number:	86314228	Z SENZORZ
Serial Number:	86314226	Z SENZORZ
Serial Number:	86314222	Z SENZORZ
Serial Number:	86095093	SENZORZ
Serial Number:	90410990	
Serial Number:	90410956	
Serial Number:	90410947	
Serial Number:	90399726	AMI + IOT - CO2 = \$\$\$
Serial Number:	90410972	
Serial Number:	90410944	EPAX
Serial Number:	90410936	EPAX
Serial Number:	90410905	

Property Type	Number	Word Mark
Serial Number:	90410894	EPAX
Serial Number:	90410882	
Serial Number:	90410877	
Serial Number:	88918705	GRIDREWARDS

**CORRESPONDENCE DATA**

**Fax Number:** 4159472099

*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:** 4159472169

**Email:** qluflood@wsgr.com

**Correspondent Name:** Wilson Sonsini Goodrich & Rosati, P.C.

**Address Line 1:** One Market Plaza, Spear Tower, Suite 330

**Address Line 4:** San Francisco, CALIFORNIA 94105

<b>ATTORNEY DOCKET NUMBER:</b>	61688.007
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood
<b>SIGNATURE:</b>	/Qui Lu Flood/
<b>DATE SIGNED:</b>	11/15/2021

**Total Attachments: 12**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of November 15, 2021, by **ENERGY TECHNOLOGY SAVINGS, INC.**, a Delaware corporation (d/b/a LogicalBuildings) (“**Grantor**”), in favor of **WILMINGTON TRUST, N.A.**, a national banking association, as collateral agent for the ratable benefit of the Secured Parties (defined below) (in such capacity, and its successors and assigns in such capacity, “**Grantee**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

**RECITALS**

**WHEREAS**, pursuant to that certain Note Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), dated as of the date hereof, by and among Grantor, each Guarantor from time to time party thereto, Wilmington Trust, National Association, as Administrative Agent, Grantee, and the Purchasers identified on Schedule I thereto, the Purchasers have agreed, subject to the terms and conditions set forth therein, to purchase one or more Secured Convertible Promissory Notes from Grantor (the “**Notes**”); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Grantor has granted to the Grantee, for the ratable benefit of the Secured Parties, 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**, in consideration of the willingness of the Secured Parties to enter into the Purchase Agreement and of the Purchasers to agree, subject to the terms and conditions set forth therein, to purchase one or more Notes pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**AGREEMENT**

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations of Grantor under the Purchase Agreement when the same shall become due, and to secure prompt performance by Grantor of each of its covenants and duties under the Transaction Documents, Grantor hereby grants to Grantee, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following property, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Grantee in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon (a) payment and performance in full in cash of all Obligations of Grantor secured hereby unconditionally and (b) the expiration or termination of any commitment of the Purchasers to purchase an additional Note from Grantor. Upon any such termination, at Grantor’s expense, Grantee will promptly execute and deliver to Grantor (without recourse to or representation or warranty by Grantee of any kind) such documents as Grantor may reasonably request and as are provided to Grantee to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Grantee, for the ratable benefit of the Secured Parties, under the Purchase Agreement. The rights and remedies of Grantor and Grantee with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Purchase Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

***[Remainder of Page Intentionally Blank; Signature Page Follows]***

**IN WITNESS WHEREOF**, the undersigned have executed this IP Security Agreement as of the date first written above.

GRANTOR:

**ENERGY TECHNOLOGY SAVINGS, INC.**

By: \_\_\_\_\_

Name: Jeffrey Hender

Title: Chief Executive Officer

GRANTEE:

**WILMINGTON TRUST, N.A.**

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007495 FRAME: 0333**

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

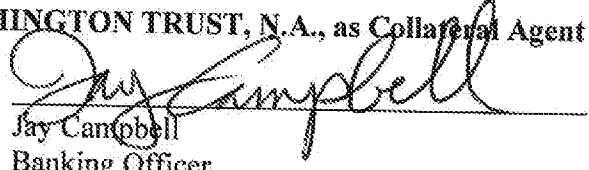
GRANTEE:

WILMINGTON TRUST, N.A., as Collateral Agent

By:

Name: Jay Campbell

Title: Banking Officer

A handwritten signature in black ink, appearing to read "Jay Campbell", is written over a horizontal line. The signature is cursive and somewhat stylized.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 007495 FRAME: 0334

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights:

None.

Pending Copyright Applications:

None.



**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents:

None.

Pending Patent Applications:

None.








**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks:





	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>
<b>1.</b>	86314219	4823285	ETS ENERGY TECHNOLOGY SAVINGS
<b>2.</b>	86314216	4800847	ETS ENERGY TECHNOLOGY SAVINGS
<b>3.</b>	86314213	4800846	ETS ENERGY TECHNOLOGY SAVINGS
<b>4.</b>	86314211	4800845	ETS ENERGY TECHNOLOGY SAVINGS
<b>5.</b>	86314208	4800844	ETS ENERGY TECHNOLOGY SAVINGS
<b>6.</b>	86314204	4814159	ETS ENERGY TECHNOLOGY SAVINGS
<b>7.</b>	86314200	4800843	ETS ENERGY TECHNOLOGY SAVINGS
<b>8.</b>	86314197	4823284	ETS ENERGY TECHNOLOGY SAVINGS
<b>9.</b>	86314193	4814158	ETS ENERGY TECHNOLOGY SAVINGS
<b>10.</b>	86314192	4814157	ETS ENERGY TECHNOLOGY SAVINGS




	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>
<b>11.</b>	86314190	4814156	ETS ENERGY TECHNOLOGY SAVINGS
<b>12.</b>	86314188	4814155	ETS ENERGY TECHNOLOGY SAVINGS
<b>13.</b>	86314186	4823283	ETS ENERGY TECHNOLOGY SAVINGS
<b>14.</b>	86314182	4814154	ETS ENERGY TECHNOLOGY SAVINGS
<b>15.</b>	85809372	4822472	ETS EMERALD
<b>16.</b>	85809367	4822471	ETS EMERALD
<b>17.</b>	88156425	5818420	LOGICAL BUILDINGS
<b>18.</b>	88156686	5792427	LOGICAL BUILDINGS
<b>19.</b>	88156664	5792426	LOGICAL BUILDINGS
<b>20.</b>	88156596	5792425	LOGICAL BUILDINGS
<b>21.</b>	88156590	5792424	LOGICAL BUILDINGS
<b>22.</b>	88156516	5774111	LOGICAL BUILDINGS
<b>23.</b>	88156652	5768314	LOGICAL BUILDINGS
<b>24.</b>	88156637	5768313	LOGICAL BUILDINGS
<b>25.</b>	88156616	5768311	LOGICAL

	Serial Number	Reg. Number	Mark
			BUILDINGS
26.	88156606	5768310	LOGICAL BUILDINGS
27.	88156585	5768309	LOGICAL BUILDINGS
28.	88156566	5768307	LOGICAL BUILDINGS
29.	88156522	5768305	LOGICAL BUILDINGS
30.	87879810	5840576	LOGICAL BUILDINGS
31.	88156487	6003530	
32.	88156485	6003529	
33.	88156431	6003527	
34.	88156505	5818421	
35.	88156497	5811082	
36.	88156493	5792422	
37.	88156435	5774110	
38.	87863721	5724018	SMARTKIT AI
39.	87863715	5724017	SMARTKIT AI

	Serial Number	Reg. Number	Mark
40.	87863720	5718227	SMARTKIT AI
41.	86314243	4800852	Z SENZORZ
42.	86314239	4800851	Z SENZORZ
43.	86314236	4800850	Z SENZORZ
44.	86314233	4814160	Z SENZORZ
45.	86314228	4800849	Z SENZORZ
46.	86314226	4923494	Z SENZORZ
47.	86314222	4800848	Z SENZORZ
48.	86095093	4752638	SENZORZ

Pending Trademark Applications:

	Serial Number	Mark
1.	90410990	
2.	90410956	
3.	90410947	
4.	90399726	AMI + IOT - CO2 = \$\$\$
5.	90410972	
6.	90410944	EPAX
7.	90410936	EPAX

	Serial Number	Mark
8.	90410905	
9.	90410894	EPAX
10.	90410882	
11.	90410877	
12.	88918705	GRIDREWARDS

**SCHEDULE D**  
**DOMAIN NAMES**

www.etsemerald.com

www.logicalbuildings.com