

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENERGYCONNECT, INC.		11/05/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	2400 HANOVER STREET		
<b>City:</b>	PALO ALTO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3736956	EVENTCONNECT	
Serial Number:	77794793	FLEXCONNECT	
Serial Number:	77753224	EC ENERGYCONNECT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001154		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$90.00 3736956

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**TRADEMARK**  
 REEL: 004411 FRAME: 0462

Signature:	/Michael J. Brignati 60,890/
Date:	11/09/2010
Total Attachments: 8 source=SVB-EC-2#page1.tif source=SVB-EC-2#page2.tif source=SVB-EC-2#page3.tif source=SVB-EC-2#page4.tif source=SVB-EC-2#page5.tif source=SVB-EC-2#page6.tif source=SVB-EC-2#page7.tif source=SVB-EC-2#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 5, 2010 by and between SILICON VALLEY BANK, in its capacity as agent for and on behalf of the Lenders (as defined herein) (the "Agent") and ENERGYCONNECT, INC. ("Grantor").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement by and among Grantor, the Agent, the lenders named therein (the "Lenders") and ENERGYCONNECT GROUP, INC. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans"). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the ratable benefit of the Lenders, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to the Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

Upon indefeasible repayment in full in cash of the Loans and the termination of Lenders' commitment to lend under the Loan Agreement, (a) the security interest in the Intellectual Property Collateral shall be automatically released without any further action on the part of the Agent or Grantor, and (b) upon request by Grantor, the Agent shall, at Grantors' sole cost and expense, execute, deliver and acknowledge all such further documents, agreements, certificates

and instruments and do such further acts as each such Grantor may reasonably require to evidence or effectuate the release and termination of such security interest in the Intellectual Property Collateral.

[Signature Page Follows.]

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.

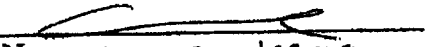
Address of Grantor:

901 Campisi Way, Suite 260  
Campbell, California 95008

Attn: Andrew C. Warner, Chief Financial  
Officer

GRANTOR:

ENERGYCONNECT, INC.

By:   
Name: ANDREW WARNER  
Title: CFO

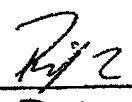
Address of Agent:

2400 Hanover Street  
Palo Alto, California 94304

Attn: Rick Tu

AGENT:

SILICON VALLEY BANK

By:   
Name: Rick Tu  
Title: DTL

[Signature Page to IP Security Agreement-Inc.]

TRADEMARK  
REEL: 004411 FRAME: 0467

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENTERPRISE ENERGY AUTOMATION (ABANDONED)	11/107,222	04/15/2005



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EVENTCONNECT (Registered)	3,736,956	01/12/2010
FLEXCONNECT (Pending)	77/794,793	07/31/2009
EC ENERGYCONNECT (Pending)	77/753,224	06/05/2009

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE	N/A	N/A