

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONCERT INC.		10/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3943676	
Serial Number:	77645366	COMMUNICATE · CONTROL · CONSERVE
Registration Number:	4198791	CONCERT
Registration Number:	4175923	VIRTUAL PEAK PLANT
Registration Number:	4084282	VIRTUAL PEAK PLANT
Registration Number:	3842375	CONCERT
Registration Number:	3865136	COMMUNICATE · CONTROL · CONSERVE

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien

CH \$190.00 3943676

Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1557 CONSERT

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 11/26/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 30, 2012 by and between COMERICA BANK ("Bank") and CONSERT INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 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.

GRANTOR:

Address of Grantor:

12508 Jones Maltsberger Road
San Antonio, TX 78247

Attn:

CONSERT INC.

By: 

Title: CFO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: 

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B**Patents**

Description	Patent / Application Number	Issue / Application Date
System and method for selective disconnection of electrical service to end customers	8,260,470	09/04/12
System and method for manipulating controlled energy using devices to manage customer bills	8,145,361	03/27/12
System and method for determining and utilizing customer energy profiles for load control for individual structures, devices, and aggregation of same	8,131,403	03/06/12
Method and apparatus for actively managing consumption of electric power supplied by an electric utility	8,032,233	10/04/11
System and method for managing consumption of power supplied by an electric utility	7,715,951	05/11/10
Method for selecting markets in which to deploy fixed wireless communication systems	6,512,916	01/28/03
Rapidly-deployable fixed wireless communication system and method of switching during operation of same	6,763,250	07/13/04
Method and apparatus for actively managing consumption of electric power supplied by one or more electric utilities	8,010,812	08/30/11
Method and apparatus for actively managing consumption of electric power supplied by one or more electric utilities	13/172,261	06/29/11
Method and apparatus for actively managing consumption of electric power supplied by an electric utility	13/172,389	06/29/11
System and method for estimating and providing dispatchable operating reserve energy capacity through use of active load management	12/775,979	05/07/10
System and method for determining carbon and other caseous emissions-based credits utilizing two-way devices that report power usage data	12/783,415	05/19/10
Method and apparatus for effecting controlled restart of electrical service with a utility service area	12/896,307	10/01/10
Apparatus and method for controlling communications to and from utility service points	12/900,884	10/08/10

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Methods and apparatus for actively managing consumption of electric power supplied by one or more electric utilities	13/050,595	03/17/11
System and method for estimating and providing dispatchable operating reserve energy capacity through use of active load management	13/019,867	02/02/11
Method and apparatus for providing a virtual electric utility	12/001,819	03/05/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
(DESIGN)	3,943,676	04/12/11
COMMUNICATE . CONTROL . CONSERVE	77/645,366	01/08/09
CONSERT	4,198,791	08/28/12
VIRTUAL PEAK PLANT	4,175,923	07/17/12
VIRTUAL PEAK PLANT	4,084,282	01/10/12
CONSERT	3,842,375	08/31/10
COMMUNICATE . CONTROL . CONSERVE	3,865,136	10/19/10

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