

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
SClenergy, Inc.		11/02/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Hercules Technology Growth Capital, Inc.
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: 9		
Property Type	Number	Word Mark
Registration Number:	3996316	SCIENERGY
Registration Number:	4078844	SCIENTIFIC CONSERVATION
Registration Number:	4001080	SCIWATCH
Serial Number:	85303188	SCITRACK
Registration Number:	4076877	SCIELEMENTS
Registration Number:	4076876	BUILDINGS TALK. WE LISTEN.
Serial Number:	85391279	MINING THE FIFTH FUEL
Serial Number:	85863769	SCIENERGY CLOUD
Serial Number:	85430909	SCITENDANT

CORRESPONDENCE DATA	
Fax Number:	9163629000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	916-362-9000

OP \$240.00 3996316

Email: mleonard@davisandleonard.com
Correspondent Name: Mark R. Leonard
Address Line 1: 8880 Cal Center Drive
Address Line 2: Suite 180
Address Line 4: Sacramento, CALIFORNIA 95826

NAME OF SUBMITTER:	Mark R. Leonard
Signature:	/Mark R. Leonard/
Date:	11/12/2013

Total Attachments: 9

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TRADEMARK GRANT OF SECURITY INTEREST

This Trademark Grant of Security Agreement ("Agreement is dated the 2nd day of November 2011, between SCIenergy, Inc., a Delaware corporation ("Grantor"), which maintains its chief executive office and principal place of business located at 2 Bryant Street, Suite 210, San Francisco, CA 94105, and Hercules Technology Growth Capital, Inc., with its chief executive office and principal place of business located at 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 ("Secured Party").

RECITALS

- A. Grantor owns the Trademarks, Trademark registrations, Trademark applications and is a party to the Trademark licenses listed on Schedule 1 hereto;
- B. Grantor and Secured Party are parties to a Loan and Security Agreement dated even date herewith, and all ancillary documents entered into in connection with such Loan and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement");
- C. Pursuant to the terms of the Loan Agreement 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.
- D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, 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 application listed on Schedule 1 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 infringements 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.

2. Grantor represents, warrants and covenants that:

a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, exclusive licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens;

b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable;

c) To Grantor's knowledge, all of the Trademark Collateral is valid and enforceable;

d) No claim has been made that the use of any of the Trademark Collateral does or may violate the rights of any third person;

e) Grantor has the unqualified right to enter into this Agreement and perform its terms; and

f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless Grantor determines that such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor.

3. Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, it will not enter into any agreement relating to Grantor's Trademarks (for example, an exclusive license agreement) which is inconsistent with Grantor's obligations under this Agreement, without Secured Party's prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Event of Default exists, without the consent of Secured Party, Grantor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both Grantor and such third party on arm's length and customary business terms.

4. 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. Concurrently with the delivery of Grantor's quarterly compliance certificate to Secured Party, Grantor shall provide Secured Party written notice of new trademark applications made with the United States Patent and Trademark Office or registrations approved by the United States Patent and Trademark Office during such fiscal quarter. Failure to provide such notice shall constitute a material breach of this Agreement. This Agreement and the security interest granted to Secured Party herein shall terminate upon (i) payment of all Secured Obligations (other than inchoate indemnity obligations) under the Loan Agreement, and (ii) the termination of Secured Party's commitment to make advances to Grantor under the Loan Agreement. Upon the payment in full in cash of the Secured Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) and at such time as the Loan Agreement has been terminated, Secured Party shall, at Grantor's sole cost and expense, release Secured Party's security interest granted hereunder in a form that is recordable at the United States Patent and Trademark Office, which is reasonably acceptable to Grantor and its counsel.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks, Trademark applications or other rights described in paragraphs 1 and 4 hereof.
6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer of Secured Party as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.
8. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.
9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate.
10. 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 material Trademarks, to file and prosecute opposition and cancellation proceedings related to material Trademarks and to do any and all acts which are necessary or desirable to preserve and maintain all rights in material Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. The Grantor shall not abandon any material Trademark Collateral without the consent of Secured Party, which consent shall not be unreasonably withheld.
11. 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.

12. 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.
13. 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.
14. Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer its interest in the Loan Agreement to any person or entity (a "Transferee"). 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. 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.
15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.
16. 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.
17. All judicial proceedings (to the extent that the reference requirement of Section 18 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.

18. 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 18(a) is ineffective or unenforceable, the parties agree that all Claims shall be resolved by reference to a private judge 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, either party may seek from a court identified in Section 17, 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.

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

SClenergy, Inc.

By: 

Name: JEFF MORAN

Title: CFO

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

By: _____

Name: K. Nicholas Martitsch

Title: Associate General Counsel

Address:

400 Hamilton Ave., Suite 310

Palo Alto, CA 94301

Facsimile: 650-473-9194

Telephone: 650-289-3060

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


SCIenergy, Inc.

By: _____

Name: _____

Title: _____

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

By: 
Name: K. Nicholas Martitsch
Title: Associate General Counsel

Address:
400 Hamilton Ave., Suite 310
Palo Alto, CA 94301
Facsimile: 650-473-9194
Telephone: 650-289-3060

**SCHEDULE 1 TO
TRADEMARK GRANT OF SECURITY INTEREST**

A. TRADEMARK AND TRADEMARK APPLICATIONS:

The Company has filed Trademark applications for the following:

SCIENERGY	USA	5/24/2010	Use	Registered (7-19-11)
SCIENTIFIC CONSERVATION & logo*	USA	5/24/2010	Use	Pending
SCIWATCH	USA	5/24/2010	Use	Registered (7-26-11)
PREDICTIVE MAINTENANCE MANAGEMENT	USA	2/28/2011	ITU	Pending
INTELLIGENT DEMAND RESPONSE	USA	2/28/2011	ITU	Pending
SCITRACK	USA	4/25/2011	ITU	Pending
SCITRACK PLUS	USA	4/25/2011	ITU	Pending
SCIAUDIT	USA	4/25/2011	ITU	Pending
SCIELEMENTS	USA	5/16/2011	Use	Pending
BUILDINGS TALK. WE LISTEN.	USA	5/16/2011	Use	Pending
CCX	USA	6/7/2011	ITU	Pending
SCICLOUD	USA	6/7/2011	ITU	Pending
IRCX	USA	6/7/2011	ITU	Pending
INTELLIGENT RETRO COMMISSIONING	USA	6/7/2011	ITU	Pending
SCICREDIT	USA	7/12/2011	ITU	Pending
MINING THE FIFTH FUEL	USA	8/5/2011	ITU	Pending
SCIENERGY CLOUD	USA	8/21/2011	ITU	Pending
SCITENDANT	USA	9/23/2011	ITU	Pending
SCIENERGY	EU/CTM	9/20/2011		Pending
SCIENERGY	Canada	9/22/2011		Pending
SCIENERGY	Australia	9/16/2011		Pending

See Attachment I for Trademarks and Trademark applications of the Subsidiaries.

B. TRADEMARK LICENSES:

<u>Corresponding Trademark No.</u>	<u>Date License Granted</u>	<u>Termination Licensee Date</u>
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None.