

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Versify Solutions, Inc.	09/10/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Silicon Valley Bank
Street Address:	5 Radnor Corporate Center
Internal Address:	100 Matsonford Road, Suite 555
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Application Number:	12399682
Application Number:	12399689
Application Number:	12437388
Application Number:	12430515
Application Number:	12492012
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(703)519-1821
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-415-1555
Email:	mail@specializedpatent.com
Correspondent Name:	Christopher E. Kondracki
Address Line 1:	1725 Duke Street
Address Line 2:	Suite 625
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	1009803

CH \$200.00 12399682

**501345854**

**PATENT**  
**REEL: 025329 FRAME: 0547**

NAME OF SUBMITTER:

Christopher E. Kondracki

Total Attachments: 8

source=Verify#page1.tif

source=Verify#page2.tif

source=Verify#page3.tif

source=Verify#page4.tif

source=Verify#page5.tif

source=Verify#page6.tif

source=Verify#page7.tif

source=Verify#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2010 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 5 Radnor Corporate Center, 100 Matsonford Road, Suite 555, Radnor, Pennsylvania 19087 ("Bank") and **VERSIFY SOLUTIONS, INC.**, a Delaware corporation, with its principal place of business at 5 Christy Drive, Suite 100, Chadds Ford, Pennsylvania 19317 ("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 its 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 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. Any trademark and service mark 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");

6. 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");

7. Any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights identified 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 Bank under the Loan Agreement. The terms and provisions of the Loan Agreement are incorporated herein and made a part hereof by this reference and this Intellectual Property Security Agreement shall terminate in accordance with the terms set forth in 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.

[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.

GRANTOR:

Address of Grantor:

5 Christy Drive, Suite 100  
Chadds Ford, Pennsylvania 19317

Attn: \_\_\_\_\_

VERSIFY SOLUTIONS, INC.

By: Pete Cova  
Name: PETE COVA  
Title: PRESIDENT & CEO

BANK:

Address of Bank:

5 Radnor Corporate Center  
100 Matsonford Road, Suite 555  
Radnor, Pennsylvania 19087

Attn: Mr. Denny Boyle

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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:

5 Christy Drive, Suite 100  
Chadds Ford, Pennsylvania 19317

Attn: \_\_\_\_\_

VERSIFY SOLUTIONS, INC.

By: Pete Cova  
Name: PETE COVA  
Title: PRESIDENT & CEO

BANK:

Address of Bank:

5 Radnor Corporate Center  
100 Matsonford Road, Suite 555  
Radnor, Pennsylvania 19087

Attn: Mr. Denny Boyle

SILICON VALLEY BANK  
By: [Signature]  
Name: Edward J. Boyle  
Title: RM II

**EXHIBIT A**

**Copyrights**

<b><u>Description</u></b>	<b>Registration/ Application <u>Number</u></b>	<b>Registration/ Application <u>Date</u></b>
Versify Solutions, Inc.	Unregistered	N/A

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR GATHERING AND PERFORMING COMPLEX ANALYSES ON POWER DATA FROM MULTIPLE REMOTE SOURCES (V-Trader)	61/064,483 12/399,682	March 7, 2008
UNIVERSAL PERFORMANCE MONITOR FOR POWER GENERATORS (V-Performance)	61/034,912 12/399,689	March 7, 2008
AGGREGATOR, MONITOR, AND MANAGER OF DISTRIBUTED MICRO-GENERATORS (V-DG)	61/051,313 12/437,388	May 7, 2008
SYSTEM AND METHOD FOR MANAGING AND MONITORING RENEWABLE ENERGY POWER GENERATION (V-Renew)	61/048,065 12/430,515	April 25, 2008
AGGREGATOR, MONITOR, AND MANAGER OF DISTRIBUTED DEMAND RESPONSE (V-DG)	61/075,742 12/492,012	June 25, 2008



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VERSIFY®	3,160,648	October 17, 2006
V-RENEW®	3,810,732	June 29, 2010
Versify Intelligence Empowered (& Design)	77/950,921	March 4, 2010

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

1237554.4