

FORM PTO-1595

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Office OMB No. 0651-0027 (exp. 06/30/2008)

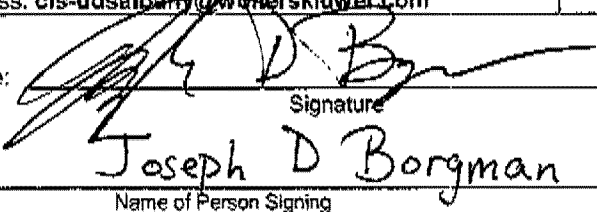
RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Ecofactor, Inc. 1775 Woodside Road, Suite 100 Redwood City, CA 94061		2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Street Address: 3003 Tasman Dr City: Santa Clara State: CA Country: USA Zip: 95054 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Nature of conveyance/Execution Date(s): Execution Date: 6/7/2012 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): A. Patent Application No.(s) 12773690 PCT/US2011/032537 12774580 PCT/US2011/048316 12778052 12788246 B. Patent No.(s) 7848900 8090477 7908116 8131497 7908117 8131506 8010237 8180492 8019567 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: UCC Direct Services Internal Address: Attn: 14080632 Street Address: 187 Wolf Road, Suite 101 City: Albany State: NY Zip: 12205 Phone Number: 1-800-342-3676 X 4065 Fax Number: 800-962-7049 Email Address: cls-udsalbany@wehlerskluwer.com		6. Total number of applications and patents involved: 15 7. Total fee (37 CFR 1.21 (h) & 3.41) \$600.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers <u>1640</u> Expiration Date <u>10/13</u> b. Deposit Account Number Authorized User Name	
9. Signature:  Signature Joseph D Borgman Name of Person Signing		Date <u>6/11/12</u> Total number of pages including cover sheet, attachments, and documents:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 028389 FRAME: 0621

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OP \$600.00 1277369

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ECOFACTOR, INC. ("Grantor").

RECITALS

A. Bank has made or will make certain advances of money and extended 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 the Effective Date (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). Under the Loan Agreement, 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, 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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

On the IP Release Date, Bank's Lien in Grantor's Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto) shall be released, at Grantor's sole cost and expense, but Bank's Lien shall continue to cover and extend to all Accounts and all proceeds of Intellectual Property as set forth in Exhibit A to the Loan Agreement.

Notwithstanding anything contained in this Intellectual Property Security Agreement or in any other Loan Document to the contrary, the Grantor may non-exclusively license any of its Intellectual Property to any third party in the ordinary course of Grantor's business.

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:

1775 Woodside Rd., Suite 100
Redwood City, CA 94061
Attn: Roy Johnson

GRANTOR:

ECOFACOR, INC.

By: 

Title: Chief Executive Officer

Address of Bank:

555 Mission Street, 9th Floor
San Francisco, California 94105
Attn: Dan Beldi

BANK:

SILICON VALLEY BANK

By: _____

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.

Address of Grantor:

1775 Woodside Rd., Suite 100
Redwood City, CA 94061
Attn: _____

GRANTOR:

ECOFACOR, INC.

By: _____

Title: _____

Address of Bank:

555 Mission Street, 9th Floor
San Francisco, California 94105
Attn: Dan Baldi

BANK:

SILICON VALLEY BANK

By: Dan Baldi

Title: DAN BALDI

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B**Patents**

Description	Registration/ Application/ Publication Number	Registration/ Application/ Publication Date
SYSTEM AND METHOD FOR CALCULATING THE THERMAL MASS OF A BUILDING	Patent #: 7848900	03/18/2010
SYSTEM AND METHOD FOR USING A NETWORK OF THERMOSTATS AS TOOL TO VERIFY PEAK DEMAND REDUCTION	Patent #: 7908116	05/14/2009
SYSTEM AND METHOD FOR USING A NETWORK OF THERMOSTATS AS TOOL TO VERIFY PEAK DEMAND REDUCTION	Patent #: 7908117	04/16/2009
SYSTEM AND METHOD FOR USING RAMPED SETPOINT TEMPERATURE VARIATION WITH NETWORKED THERMOSTATS TO IMPROVE EFFICIENCY	Patent #: 8010237	10/14/2010
SYSTEM AND METHOD FOR EVALUATING CHANGES IN THE EFFICIENCY OF AN HVAC SYSTEM	Patent #: 8018567	03/18/2010
SYSTEM AND METHOD FOR OPTIMIZING USE OF PLUG-IN AIR CONDITIONERS AND PORTABLE HEATERS	Patent #: 8080477	05/17/2011
SYSTEM AND METHOD FOR CALCULATING THE THERMAL MASS OF A BUILDING	Patent #: 8131497	03/31/2011
SYSTEM AND METHOD FOR USING A NETWORK OF THERMOSTATS AS TOOL TO VERIFY PEAK DEMAND REDUCTION	Patent #: 8131506	
SYSTEM AND METHOD FOR USING A NETWORKED ELECTRONIC DEVICE AS AN OCCUPANCY SENSOR FOR AN ENERGY MANAGEMENT SYSTEM	Patent #: 8180492	11/04/2010

Patent Applications

Description	Registration/ Application/ Publication Number	Registration/ Application/ Publication Date
SYSTEM, METHOD AND APPARATUS FOR JUST-IN-TIME CONDITIONING USING A THERMOSTAT	Application #: 12773690 Publication #: 20100318227	05/04/2010
SYSTEM, METHOD AND APPARATUS FOR DYNAMICALLY VARIABLE COMPRESSOR DELAY IN THERMOSTAT TO REDUCE ENERGY CONSUMPTION	Application #: 12774580 Publication #: 20100282857	05/05/2010

Description	Registration/ Application/ Publication Number	Registration/ Application/ Publication Date
SYSTEM, METHOD AND APPARATUS FOR IDENTIFYING MANUAL INPUTS TO AND ADAPTIVE PROGRAMMING OF A THERMOSTAT	Application #: 12778052 Publication #: 20100308119	05/11/2010
SYSTEM AND METHOD FOR USING A MOBILE ELECTRONIC DEVICE TO OPTIMIZE AN ENERGY MANAGEMENT SYS	Application #: 12788248 Publication #: 20110290893	05/26/2010
SYSTEM AND METHOD FOR USING A MOBILE ELECTRONIC DEVICE TO OPTIMIZE AN ENERGY MANAGEMENT SYSTEM	PCT/US2011/032537	
SYSTEM AND METHOD FOR OPTIMIZING USE OF PLUG- IN AIR CONDITIONERS AND PORTABLE HEATERS	PCT/US2011/048318	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ECOFACOR	77-201,7124	June 7, 2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

68647-0005/LEGAL23755597.8