

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4025061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
GREENWAVE SYSTEMS PTE. LTD.	07/30/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 TASMAN DRIVE
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054

**PROPERTY NUMBERS Total: 59**

Property Type	Number
Patent Number:	8764210
Patent Number:	D705170
Patent Number:	8729826
Patent Number:	D695238
Patent Number:	8531137
Patent Number:	D688705
Patent Number:	8504702
Patent Number:	8466803
Patent Number:	8456090
Patent Number:	8452554
Patent Number:	D682788
Patent Number:	8441373
Patent Number:	8430402
Patent Number:	8422889
Patent Number:	8421376
Patent Number:	8335936
Patent Number:	8314571
Patent Number:	8306639
Patent Number:	D661665
Patent Number:	8185333

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8183783
<b>Patent Number:</b>	8138626
<b>Patent Number:</b>	8115397
<b>Patent Number:</b>	8093861
<b>Patent Number:</b>	8013545
<b>Patent Number:</b>	D638373
<b>Patent Number:</b>	D627087
<b>Patent Number:</b>	D626667
<b>Application Number:</b>	14162263
<b>Application Number:</b>	14068160
<b>Application Number:</b>	13829072
<b>Application Number:</b>	13902981
<b>Application Number:</b>	13414615
<b>Application Number:</b>	13155253
<b>Application Number:</b>	13072974
<b>Application Number:</b>	13343099
<b>Application Number:</b>	12838743
<b>Application Number:</b>	12795351
<b>Application Number:</b>	13862360
<b>PCT Number:</b>	US2012057091
<b>PCT Number:</b>	US2012048968
<b>PCT Number:</b>	US2011035449
<b>PCT Number:</b>	US2012020022
<b>PCT Number:</b>	US2010060208
<b>PCT Number:</b>	US2011025350
<b>PCT Number:</b>	US2011025173
<b>PCT Number:</b>	US2010053641
<b>PCT Number:</b>	US2010053286
<b>PCT Number:</b>	US2010053355
<b>PCT Number:</b>	US2010053625
<b>PCT Number:</b>	US2010053079
<b>PCT Number:</b>	US2010053814
<b>Application Number:</b>	61254709
<b>Application Number:</b>	61261707
<b>Application Number:</b>	61513916
<b>Application Number:</b>	61675480
<b>Application Number:</b>	61451269
<b>Application Number:</b>	61429748

Property Type	Number
Application Number:	61566852

**CORRESPONDENCE DATA**

**Fax Number:** (404)885-3900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 4048853868  
**Email:** rusty.close@troutmansanders.com  
**Correspondent Name:** CHRISTOPHER CLOSE  
**Address Line 1:** TROUTMAN SANDERS LLP  
**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 5200  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

<b>ATTORNEY DOCKET NUMBER:</b>	220763.001604
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER CLOSE
<b>SIGNATURE:</b>	/Christopher Close/
<b>DATE SIGNED:</b>	08/26/2016

**Total Attachments: 17**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into as of July 30, 2014 by and between SILICON VALLEY BANK, a California corporation ("**Bank**"), and GREENWAVE SYSTEMS PTE. LTD., a limited private company incorporated under the laws of the Republic of Singapore ("**Grantor**").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, GREENWAVE REALITY INC., a Delaware corporation, and GREENWAVE HOLDINGS INC., a Delaware corporation 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, 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

1. Grant of Security Interest. 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:

(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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

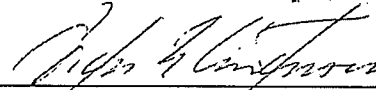
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:**

GREENWAVE SYSTEMS PTE. LTD.

By:   
Name: PETER W CHRISTENSEN  
Title: CEO Director

**BANK:**

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:**

GREENWAVE SYSTEMS PTE. LTD.

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

**BANK:**

SILICON VALLEY BANK

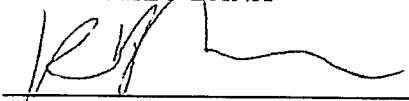
By:  \_\_\_\_\_  
Name: KADIE BUSTIC  
Title: VP



EXHIBIT A

Copyrights

Description

NONE

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description	Application Number	Registration Number	Notes on Ownership
Emitting light using multiple phosphors	12838802	8764210	
Networked device	D446410	D705170	
Dual-mode dimming of a light	13610732	8729826	
Remote control	D447074	D695238	
Modular networked light bulb	13776778	8531137	
Display screen with an icon	D412538	D688705	
Providing server identification to a client	12955564	8504702	

Description	Application Number	Registration Number	Notes on Ownership
Smart meter emulation	13539405	8466803	
Power failure reporting in a networked light	13628185	8456090	
Networked device with power usage estimation	12795417	8452554	
Input selection mechanism	D366846	D682788	
Utility usage measurement	13539403	8441373	
Networked light bulb with color wheel for configuration	12795406	8430402	
Noise detector in a light bulb	12883596	8422889	
Modular networked light bulb	13195655	8421376	

Description	Application Number	Registration Number	Notes on Ownership
Power node with network switch	13289160	8335936	
Light with changeable color temperature	13232988	8314571	
Home automation group selection by color	12795381	8306639	
Remote control	D403768	D661665	
Automated load assessment device and method	12795629	8185333	
Power failure reporting in a networked light	13249391	8183783	
Power node for energy management	12777229	8138626	
Power failure reporting in a networked light	12984583	8115397	

Description	Application Number	Registration Number	Notes on Ownership
Power transfer system for a rechargeable battery	12709510	8093861	
Modular networked light bulb	12795395	8013545	
Display module	D366844	D638373	
Light bulb	D366854	D627087	
Light bulb	D366851	D626667	
Multiple and interchangeable meter reading probes	14162263		
Multiple and interchangeable meter reading probes	14068160		
Evolutionary Scheduling of Utility Consumers	13829072		

Description	Application Number	Registration Number	Notes on Ownership
Networked Device with Power Usage Estimation	13902981		
Dual-Mode Dimming of a Light	13610732		
Modular Networked Light Bulb	13776778		
Antenna Integrated into Optical Element	13414615		
Power Failure Reporting in a Networked Light	13628185		
Network Inclusion of a Networked Light Bulb	13155253		
Smart Meter Emulation	13539405		
Smart Meter Emulation	13539403		

Description	Application Number	Registration Number	Notes on Ownership
Dynamic configuration of a client-server relationship	13072974		
Modular Networked Light Bulb	13195655		
Multi-Mode Display	13343099		
Light with changeable color temperature	13232988		
Providing server identification to a client	12955564		
Power node with network switch	13289160		
Emitting Light Using Multiple Phosphors	12838802		
Electrically Controlled Glass in a Lamp	12838743		

Description	Application Number	Registration Number	Notes on Ownership
Light Bulb with IR Transmitter	12795351		
Power Failure Reporting in a Networked Light	12984583		
Speech Recognition in a Lighting Apparatus	13862360		
Gesture based lighting control	PCT US2012057091		
Multiple and interchangeable meter reading probes	PCT US2012048968		
Smart utility meter emulation	PCT US2011035449		
Power failure reporting in a networked light	PCT US2012020022		
Light with changeable color temperature	PCT US2010060208		



Description	Application Number	Registration Number	Notes on Ownership
Power node with network switch	PCT US2011025350		
Power transfer system for a rechargeable battery	PCT US2011025173		
Home automation group selection by color	PCT US2010053641		
Networked device with power usage estimation	PCT US2010053286		
Networked light bulb with color wheel for configuration	PCT US2010053355		
Power node for energy management	PCT US2010053625		
Modular networked light bulb	PCT US2010053079		
Automated load assessment device and method	PCT US2010053814		

Description	Application Number	Registration Number	Notes on Ownership
(Prov. Pat. App.)	61254709		
(Prov. Pat. App.)	61261707		
(Prov. Pat. App.)	61513916		
(Prov. Pat. App.)	61675480		
(Prov. Pat. App.)	61451269		
(Prov. Pat. App.)	61429748		
(Prov. Pat. App.)	61566852		

EXHIBIT C

Trademarks

Description

NONE

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT D

Mask Works

Description

NONE

Registration/  
Application  
Number

Registration/  
Application  
Date