

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5093103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SUNVERGE ENERGY, INC.	08/09/2018
RECEIVING PARTY DATA	
Name:	mitsui & co., ltd., as collateral agent
Street Address:	1-3, MARUNOUCHI 1-CHOME, CHIYODA-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	100-8631
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8463449
Patent Number:	9063525
Patent Number:	9600045
Patent Number:	9960637
Patent Number:	D711310
Application Number:	13891185
Application Number:	15197459
Application Number:	15197526
Application Number:	15197537
CORRESPONDENCE DATA	
Fax Number:	(415)947-2099
<i>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.</i>	
Phone:	4159472000
Email:	qluflood@wsgr.com
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	48393.012
NAME OF SUBMITTER:	QUI LU FLOOD

SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	08/10/2018
Total Attachments: 6 source=Sunverge - Mitsui - IP Security Agreement (Executed)_(palib2_9241088_2)#page1.tif source=Sunverge - Mitsui - IP Security Agreement (Executed)_(palib2_9241088_2)#page2.tif source=Sunverge - Mitsui - IP Security Agreement (Executed)_(palib2_9241088_2)#page3.tif source=Sunverge - Mitsui - IP Security Agreement (Executed)_(palib2_9241088_2)#page4.tif source=Sunverge - Mitsui - IP Security Agreement (Executed)_(palib2_9241088_2)#page5.tif source=Sunverge - Mitsui - IP Security Agreement (Executed)_(palib2_9241088_2)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), dated as of August 9, 2018, is executed by Sunverge Energy, Inc., a Delaware corporation (“*Grantor*”), in favor of Mitsui & Co., Ltd., as collateral agent (“*Collateral Agent*”).

RECITALS

A. Collateral Agent has agreed to make a loan (the “*Loan*”) to Grantor, in the amount and manner set forth in that certain Series 1 Convertible Preferred Stock and Senior Convertible Promissory Note Purchase Agreement, by and between Grantor and Collateral Agent, dated as of May 30, 2018 (as the same may be amended, modified or supplemented from time to time, the “*Purchase Agreement*”; capitalized terms used herein are used as defined in the Purchase Agreement), and that certain Security Agreement, by and between Grantor and Collateral Agent, dated as of June 11, 2018 (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”, and together with the Purchase Agreement, the “*Loan Documents*”). Collateral Agent is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Collateral Agent 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 Documents, 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 Collateral Agent 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) 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 and any patents and patent applications claiming the

priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”); and

(c) 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**”).

2. 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 Collateral Agent.

3. Grantor hereby authorizes Collateral Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

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

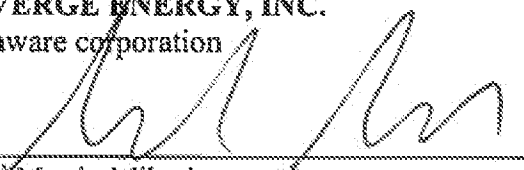
6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United 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).

Collateral Agent's address is: 1-3, Marunouchi 1-Chome, Chiyoda-Ku
Tokyo, 100-8631
JAPAN

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

SUNVERGE ENERGY, INC.
a Delaware corporation

By: 
Name: Martin Milani
Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

PATENT
REEL: 046617 FRAME: 0841

EXHIBIT A
COPYRIGHTS

Description

Registration Date

Registration No.

None.

EXHIBIT B**PATENTS**

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Systems, apparatus, and methods of a solar energy grid integrated system with energy storage appliance	06/11/2013	8463449
Distributed energy services management system	06/23/2015	9063525
Systems, apparatus, and methods of a solar energy grid integrated system with energy storage appliance	03/21/2017	9600045
Renewable energy integrated storage and generation systems, apparatus, and methods with cloud distributed energy management services	05/01/2018	9960637
Solar integrated system enclosure	08/19/2014	D711310

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Systems, apparatus, and methods of a solar energy grid integrated system with energy storage appliance	05/09/2013	13891185
Distributed energy system edge unit	06/29/2016	15197459
Virtual power plant	06/29/2016	15197526
Microgrid controller for distributed energy systems	06/29/2016	15197537

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
SUNVERGE	02/28/2012	4104029
SUNVERGE	02/28/2012	4104031
RENEWABLE MADE RELIABLE	02/28/2012	4104030

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
ENERGY EVOLVED	10/06/2016	87195743