

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5512536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MCG ENERGY SOLUTIONS, LLC	04/12/2019
MCG ACQUISITION CO., LLC	04/12/2019
MCG VERSIFY ACQUISITION, LLC	04/12/2019
MCG ENERGY HOLDINGS, LLC	04/12/2019
RECEIVING PARTY DATA	
Name:	WHITE OAK GLOBAL ADVISORS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	3 EMBARCADERO CENTER, SUITE 550
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8260468
Patent Number:	8761948
Patent Number:	8965719
Patent Number:	8606686
Patent Number:	9052732
Patent Number:	9805325
Application Number:	14276590
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<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>	
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FL
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	060744-0006

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/08/2019
Total Attachments: 8 source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page1.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page2.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page3.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page4.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page5.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page6.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page7.tif source=MCG _ White Oak - Amended and Restated Intellectual Property Security Agreement Executed#page8.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of April 12, 2019, is made by MCG ENERGY SOLUTIONS, LLC, a Delaware limited liability company, MCG ACQUISITION CO., LLC, a Delaware limited liability company, MCG ENERGY HOLDINGS, LLC, a Delaware limited liability company, MCG VERSIFY ACQUISITION, LLC, a Delaware limited liability company, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of WHITE OAK GLOBAL ADVISORS, LLC ("Agent") in its capacity as administrative agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of July 17, 2018 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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 Agent for its benefit and the benefit of the Lenders 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 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");

(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, re-examination certificates, utility models, 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, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

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 Agent.

Grantor hereby authorizes Agent to (a) 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 (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 Agent 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MCG ENERGY SOLUTIONS, LLC

By: _____

Name: Micheal Prickett

Title: Chief Executive Officer

MCG ACQUISITION CO., LLC

By: _____

Name: Micheal Prickett

Title: Chief Executive Officer

MCG ENERGY HOLDINGS, LLC

By: _____

Name: Micheal Prickett

Title: Chief Executive Officer

MCG VERSIFY ACQUISITION, LLC

By: _____

Name: Micheal Prickett

Title: Chief Executive Officer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

AGENT:

WHITE OAK GLOBAL ADVISORS, LLC, not in
its individual capacity but as attorney-in-fact for all
Lenders



By: _____

Name: David Hackett

Title: CO-PRESIDENT

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Patent Description</u>	<u>Publication Date</u>	<u>Publication Number</u>	<u>Country</u>
Aggregator, monitor, and manager of distributed demand response	(PD) September 9, 2012	(PN) US8260468	USA
System and method for managing and monitoring renewable energy power generation	(PD) June 24, 2014	(PN) US8761948	USA
Universal performance monitor for power generators	(PD) February 24, 2015	(PN) US8965719	USA
System and method for gathering and performing complex analyses on power data from multiple remote sources	(PD) December 10, 2013	(PN) US8606686	USA
Aggregator, monitor, and manager of distributed micro-generators	(PD) June 9, 2015	(PN) US9052732	USA
System and method for managing and monitoring renewable energy power generation	(PD) March 12, 2015	(PN) US20150073608	USA
Aggregator, monitor, and manager of distributed demand response	(PD) October 13, 2017	(PN) US9805325	USA

EXHIBIT C

Trademarks

Common Law Trademark:

<u>Trademark Name</u>	<u>Registration Date/ Application Date</u>	<u>Registration Number/ Application Number</u>	<u>Country</u>
DecisionDock	(RD) June 29, 2010	(RN) 3812321	USA
INNOTAP	(RD) May 27, 2008	(RN) 3435622	USA
INSTATREND	(RD) May 27, 2008	(RN) 3435627	USA
POWERFEED	(RD) August 26, 2014	(RN) 4593665	USA
REALDEAL	(RD) September 1, 2009	(RN) 3677124	USA
TRADEFIN	(RD) August 15, 2017	(RN) 5266298	USA
NETCOMPLIANCE	(RD) January 24, 2012	(RN) 4090610	USA
VERSIFY INTELLIGENCE. EMPOWERED	(RD) August 9, 20100	(RN) 4010117	USA
VERSIFY	(RD) October 17, 2006	(RN) 3160648	USA

EXHIBIT D

Mask Works

None.