

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBAL RESOURCE OPTIONS, INC.		08/02/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD, M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85153347	PV
Serial Number:	85080105	800.GO.SOLAR
Serial Number:	85073042	SUN, BABY, SUN!
Serial Number:	77894526	GROSOLAR GREEN BENEFITS
Serial Number:	77875183	GROSOLAR CONNECTORS
Serial Number:	77845600	GROENERGY WATCH
Serial Number:	77845431	!
Serial Number:	77800342	GROSOLAR
Serial Number:	77790123	PLUG INTO SOLAR POWER
Serial Number:	76674296	BRILLIANT ENERGY SOLUTIONS
Serial Number:	76674292	WHAT THE WORLD NEEDS. NOW
Serial Number:	76668012	GRO!
Serial Number:	76668010	GRO SOLAR
Serial Number:	76659519	GRO

TRADEMARK

900198970

REEL: 004599 FRAME: 0318

CH \$365.00 85153347

CORRESPONDENCE DATA

Fax Number: (858)638-5016
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586771416
Email: lisa.ortiz@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: ATTN: LISA ORTIZ
Address Line 2: 4365 EXECUTIVE DRIVE, SUITE 1100
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-001047
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	08/05/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2011 by and between COMERICA BANK ("Bank") and GLOBAL RESOURCE OPTIONS, INC., a Delaware corporation ("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 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

601 Old River Rd. Suite 3
White River Junction, VT 06001

Attn: Chief Executive Officer

GLOBAL RESOURCE OPTIONS, INC.

By: 

Title: CEO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>		<u>Serial/Registration No.</u>	<u>File Date</u>
PV		85153347	10/15/10
800.GO.SOLAR		85080105	7/8/10
SUN, BABY, SUN!		85073042	6/28/10
GROSOLAR GREEN BENEFITS		77894526	12/16/09
GROSOLAR CONNECTORS		77875183	11/18/09
GROENERGY WATCH		77845600	10/9/09
!		77845431	10/9/09
GROSOLAR		77800342	8/9/09
PLUG INTO SOLAR POWER		77790123	7/27/09
BRILLIANT ENERGY SOLUTIONS	9/2/11 JDW	77674296	3/20/07
WHAT THE WORLD NEEDS NOW	76674296	76674292	3/20/07
GRO!		76668012	10/25/06
GRO SOLAR		76668010	10/25/06
GRO		76659519	5/3/06

OK
KRS