

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
Goal Zero LLC		06/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	380 Interlocken Crescent
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Banking corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85596782	GOAL ZERO YETI
Serial Number:	85596773	GOAL ZERO SWITCH
Serial Number:	85596767	GOAL ZERO FIREFLY
Registration Number:	4082357	ESCAPE
Registration Number:	3990051	ROCK OUT
Registration Number:	4079166	NOMAD
Registration Number:	4079165	SHERPA
Serial Number:	85131649	GOAL ZERO
Registration Number:	3880858	GOALØ

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$240.00 85596782

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51285-31990
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	06/21/2012
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 19, 2012 by and between SILICON VALLEY BANK ("Bank") and GOAL ZERO LLC ("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 between Bank and Grantor dated June 19, 2012 (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 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 Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules 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.

[Signature page follows]

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

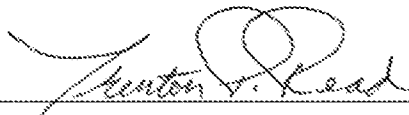
GRANTOR:

GOAL ZERO LLC

Address of Grantor:

Goal Zero LLC
675 West 14600 South
Bluffdale, UT 84065

By: _____



Attn: Trent Read

Title: _____

CFO

BANK:

SILICON VALLEY BANK

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, CO 80021

By: _____

Attn: Mark Peterson

Title: _____

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

GRANTOR:

GOAL ZERO LLC

Address of Grantor:

Goal Zero LLC
675 West 14600 South
Bluffdale, UT 84065

By: 

Attn: Trent Read

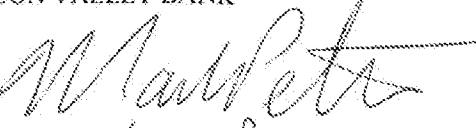
Title: CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, CO 80021

By: 

Attn: Mark Peterson

Title: CEO

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Modular Solar Panel System	13111442	5/19/2011
Transportable Solar Panel and Support System	12983677	1/3/2011
Lighting apparatus; components thereof and assemblies incorporating the same	12945546	11/12/2010
System and Method for Storing and Releasing Energy	8080972	12/20/2011
Portable Battery Charger	D651564	1/3/2012
Portable Battery Pack	D629746	12/28/2010
Hinged Photovoltaic Arrays	D625251	10/12/2010
Battery System	D600000	9/15/2009
Solar Panel	D599286	9/1/2009
	29/387865	3/18/2011
	29/403913	10/12/2011
	61/584005	1/6/2012
	29/410375	1/6/2012
	29/410376	1/6/2012
	61/584011	1/6/2012
	29/410386	1/6/2012
	29/410374	1/6/2012
	13/463341	5/3/2012

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GOAL ZERO YETI	85596782	4/12/2012
GOAL ZERO SWITCH	85596773	4/12/2012
GOAL ZERO FIREFLY	85596767	4/12/2012
ESCAPE	4082357	1/10/2012
ROCK OUT	3990051	7/5/2011
NOMAD	4079166	1/3/2012
SHERPA	4079165	1/3/2012
GOAL ZERO	85131649	9/16/2010
GOALO	3880858	11/23/2010